

Bristol City Council

Project Title:

Remedial Fire Safety Works to 1-62 Millmead House, 1-62 Hayleigh House and 1-60 Middleford House, Silcox Road, Hartcliffe, Bristol BS13 0JL

Invitation to Tender

Pro-contract ID: DN425075

**Deadline date 16 August 12noon**

**Table of Contents**

[FOREWORD 3](#_Toc15381390)

[1 SECTION ONE: BACKGROUND AND OVERVIEW 5](#_Toc15381391)

[Introduction 5](#_Toc15381392)

[Proposed Contract 5](#_Toc15381393)

[2 SECTION TWO: INSTRUCTIONS FOR SUBMISSION OF BID 6](#_Toc15381394)

[General 6](#_Toc15381395)

[Timescales 7](#_Toc15381396)

[Bid Validity 8](#_Toc15381397)

[Preparation of Bid 8](#_Toc15381398)

[**The Bid Pack** 9](#_Toc15381399)

[Submission of Bid 10](#_Toc15381400)

[Clarification Questions 11](#_Toc15381401)

[Freedom of Information Act and Environmental Information Regulations 2004 11](#_Toc15381402)

[Bribery Act 2010 & Whistleblowing 12](#_Toc15381403)

[Fraud Act 2006 12](#_Toc15381404)

[Data Protection (GDPR) 13](#_Toc15381405)

[Bristol Pound - link https://bristolpound.org/ 13](#_Toc15381406)

[Living Wage Foundation - link http://www.livingwage.org.uk/ 13](#_Toc15381407)

[General 14](#_Toc15381408)

[Collaboration Arrangements 14](#_Toc15381409)

[Lead partner consortium 15](#_Toc15381410)

[Joint and several liability consortia 15](#_Toc15381411)

[Sub-contracting 15](#_Toc15381412)

[Other information – Multiple Bids 16](#_Toc15381413)

[3 SECTION THREE: GUIDANCE FOR THE BIDDER SUBMISSION 17](#_Toc15381414)

[Consortium Bids 18](#_Toc15381415)

[Sub-contracting 18](#_Toc15381416)

[Evaluation of the Bidder Submission 18](#_Toc15381417)

[Price Adjustment 19](#_Toc15381418)

[Abnormally Low Tenders 19](#_Toc15381419)

[Quality 19](#_Toc15381420)

[Social Value 20](#_Toc15381421)

[4 SECTION FOUR: CONTRACT (Terms & Conditions) 27](#_Toc15381422)

#  FOREWORD

Bristol City Council is a unitary authority with an elected Mayor; it has a population of 437,500 and is the seventh largest English city outside London. It is a rapidly growing city, with a young and diverse population, a successful economy and a commitment to protecting the environment.

The Council spends around £300 million per annum on various works, goods and services to bring benefits to the City and its residents. Many of these are provided by external providers, all of whom must commit to upholding the standards that the Council expects. These include:

1. Standards of work – work must be carried out to the highest standards by suitably qualified and competent personnel.
2. Health and safety – organisations must have relevant and effective health and safety systems and policies in place. They must comply with relevant legislation, codes of practice and safe working systems.
3. Resilience – organisations providing essential services must be able to maintain service in the event of a major emergency.
4. Social Value – the Council is committed to maximising the impact of public expenditure to get the best possible outcomes, and recognising that people who live in Bristol are central to helping us to achieve our aims. Therefore the Council is looking for additional social value benefits through the commitments you make within this tender.
5. Equalities – providers must work to the principles of the Equality Act 2010, in particular the s.149 public sector equality duty. The provider must have due regard to the need to:
	1. Eliminate discrimination, harassment, victimisation and any other conduct prohibited under the Act;
	2. Advance equality of opportunity between persons who share a relevant characteristic and persons who do not share it;
	3. Foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
6. Armed Forces Community Covenant - is a voluntary statement of mutual support between the civilian community and the local Armed Forces community in Bristol. The Covenant will:
	1. encourage local communities to support their local Armed Forces community and vice versa
	2. promote public understanding and awareness of issues affecting the Armed Forces community
	3. recognise and remember the sacrifices made by the Armed Forces community
	4. encourage activities which help to integrate the Armed Forces community into local life

This Bristol initiative reflects the government’s Armed Forces Covenant. This reflects government policy to improve the support available for the Armed Forces community.

1. Freight Consolidation - The use of freight consolidation will help to make our City a better place to live, work and visit for all its residents, businesses and visitors by:
	1. Improving air quality by reducing harmful emissions of CO2, PM and NO2;
	2. Reducing traffic congestion and the impact of traffic noise;
	3. Contributing towards improved road safety.

The location of Bristol’s consolidation centre is in Avonmouth, within close proximity to the strategic road network and Bristol, and will ensure a quick turnaround time for suppliers’ vehicles.

The Council would expect the reduced logistics model for suppliers (less vehicles, labour and fuel required) will lead to savings for the Contractor from which the Council would subsequently benefit, in the form of reduced prices.

# SECTION ONE: BACKGROUND AND OVERVIEW

## Introduction

* 1. The Council wishes to appoint a provider for Compartmentation Works at 1-62 Millmead House, 1-62 Hayleigh House and 1-60 Middleford House, Silcox Road, Hartcliffe, Bristol BS13 0JL. Three neighboring high rise blocks.
	2. The council is wising to procure remedial fire safety works to the service risers for central heating pipes
	3. This document contains details of the bidding process.

## Proposed Contract

* 1. The contract will be for ten weeks.
	2. The anticipated commencement date is 2nd September 2019
	3. The estimated value of this contract is £120,000.00
	4. Site visits can be arranged by messaging via Procontract
	5. To confirm attendance please contact us via pro-contract messaging facility.
	6. No questions will be answered during visits, any questions should be directed via ProContract following visit.

# SECTION TWO: INSTRUCTIONS FOR SUBMISSION OF BID

## General

* 1. Bidders are invited to submit a bid for the above project.
	2. The Council is utilising the ProContract e-Tendering System to manage this procurement and communication with bidders are as outlined below. You should not refer to general promotional literature or policies. Nor should you include these unless the Council has specifically asked you for them.
	3. The instructions in this document 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.
	4. Bidders should read these instructions carefully before completing the bid documentation. Failure to comply with these requirements for completion and submission of the bid response may result in the rejection of the bid. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the contractual requirements and obligations.
	5. These instructions constitute the Conditions of bidders. Participation in the bidding process automatically signals that the bidder accepts these conditions.
	6. Bids must not be qualified and bidders should not make unauthorised changes to the tender documentation. A bid is qualified or conditional when a bidder submits a bid that does not comply with the requirements of the invitation to tender. Examples of qualified or conditional tenders are when the:
		1. Bidder does not accept the terms of payment,
		2. Bidder does not accept the terms and conditions but proposes different conditions,
		3. Bidder proposes different insurance coverage,
		4. Bidder proposes different guarantees than those specified,
		5. Bidder proposes different conditions.
	7. Bidders must not be accompanied by statements that could be construed as rendering the bid equivocal (open to two or more interpretations) or placing it on a different footing from other bids. Nor should bidders approach the council during the bid process to suggest alterations in the bid documents. Where a bid does not comply with this paragraph, the council may reject it or accept it as an unequivocal tender (having only one meaning or interpretation) submitted and priced in accordance with the bid documents. The council’s decision as to whether or not a bidder’s bid is acceptable and how it will treat an unacceptable bid will be final and the council will not regard itself as under any obligation to consult bidders on this.
	8. All bid documents and submissions must be completed in their entirety. The bidder who is awarded the Contract will be required to sign the contract documents:
		1. Where the bidder is an individual, by that individual;
		2. Where the bidder is a partnership, by at least two duly authorised partners; or
		3. Where the bidder is a company, by two Directors or by a Director and the Company Secretary, or by a Director and a witness.
	9. If you are a company you must satisfy yourself that carrying out the contract in the way this contract is structured will be within your objects and powers and demonstrate this to the Council.
	10. 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 bid 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. The Council may reject non-compliant bid responses. Bid responses that are deemed by the Council to be fully compliant will proceed to evaluation.
	12. The Council does not warrant that it will place any particular orders or any level of business with the provider it selects. The Council does not bind itself to accept the lowest priced or any bid. The Council shall not be liable for any loss or expense incurred by any bidder as a result of its decision not to award the contract to any bidder.

## Timescales

* 1. Set out below is the proposed 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.
	2. The Council reserves the right to cancel the whole or part of the bid process at any point and is not liable for any costs resulting from any cancellation.

| **DATE** | **STAGE** |
| --- | --- |
| Fri 2nd August 2019 | Bid & clarification process opens |
| W/c 5 Aug – 9 Aug | Site Visits to be arranged via messaging Procontract |
| 5pm 12 August 2019 | Clarification period closes. |
| 12:00hrs Noon 16 August 2019 | Closing date and time for receipt by the Council of completed bidder responses via the ProContract tendering system.  |
| w/c 19 August 2019 | Evaluation of bids commences |
| 27 August 2019 | Notification to bidders |
| 2nd September 2019 | Commencement date of contract. |

##

## Bid Validity

* 1. The bid is an unconditional offer and should remain open for acceptance for a period of 180 days from the tender return closing date. A bid valid for a shorter period may be rejected.

## Preparation of Bid

* 1. Bidders must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of bids. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their bids and all other stages of the selection and evaluation process. All material issued in connection with this bid process shall remain the property of the Council and shall be used only for the purpose of this procurement exercise. All due diligence information shall be either returned to the Council or securely destroyed by the bidder (at the Council’s option) at the conclusion of the procurement exercise or earlier if a bidder withdraws or declines an interest.
	2. Under no circumstances will the council, or any of its advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this tendering process.
	3. Bidders should provide their response to the questions within the on-line questions section of Pro-contract rather than referring to one of their documents. Additional documents may be required and this will be indicated within the question and the evaluation criteria. If additional documents are not specified these will not be evaluated.
	4. The Council may make drafting changes to the bid documentation until six working days before the date for return of bids. Bidders will be required to accept any such changes without reservation.
	5. Bidders should notify the Council promptly of any perceived ambiguity, inconsistency or omission in the bid documents, any of its associated documents and/or any other information issued to them during the procurement process. All queries, questions and requests for information regarding this bid should be made in writing via ProContract using the messages function.
	6. Bidders should make sure their answers are clearly written and unambiguous so that evaluators are able to understand and assess how well the answer meets the criteria. If the evaluators are unable to understand the answer, there is a risk that they will not be able to determine whether the answer satisfies the requirement.

**The Bid Pack**

| **Document** | **Information** |
| --- | --- |
| **Invitation To Tender Document**(current document) | * This includes details of the bidding process, award criteria, the background information and key requirements that need to be addressed to enable bidders to submit a formal proposal for completing a particular piece for the provision of goods and/or services.
* No input required from bidder, this document is for information and guidance only.
 |
| **Specification / Scope of Works**(separate pdf document)  | * The specification or Scope of Works is an explicit set of requirements to ensure the right goods and/or services are provided. Bidders need to understand what the requirements are and relate this to the input required in other parts of the bid document.
* No input required from bidder, this document is for information and guidance only.
 |
| **Technical Assessment** (These are embedded in ProContract) | * There are a set of questions embedded in the ProContract system which the bidder should submit their response on-line.
* These questions are designed to test if a bidder meets the minimum levels of suitability.
 |
| **Tender Questions** (These are embedded in ProContract) | * These questions are embedded in the ProContract system and the bidder should submit their responses on-line.
* These questions are designed to test how a bidder would undertake this individual project and any Social Value offer.
 |
| **Pricing Schedule**(separate word or excel document) | * Bidders could complete document in accordance with instructions and upload to pricing question in ProContract.
 |
| **Declarations**(Separate word documents * Form of Tender
* Non Collusive & Non-Canvassing Certificate)
 | * The bidder should complete the appropriate forms and upload them in responses to the questions on ProContract.
 |
| **Terms & Conditions**(separate pdf documents) | * The terms and conditions under which the contract must be delivered & adhered to.
* No input required from bidder, this document is for information and guidance only
 |
| **Parent Company Guarantee** (separate pdf documents) | * This document requires no input by bidders until the outcome is published, at which point it will be completed by successful provider(s) on award (if applicable).
 |

## Submission of Bid

* 1. The Council is utilising the ProContract e-Tendering System to manage this process 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 bid responses will be conducted via ProContract.
	2. Please note the ‘Time Remaining Countdown’ alerting you to the time available to final bid submission. Please note the ProContract system may let you submit after the deadline but the Council will not accept bids submitted after the deadline.
	3. In the event that a bidder does not wish to participate further in this procurement exercise, the bidder should click on ‘No Longer Wish to Respond’. If the bidder declines after downloading the bid documents all data supplied should be destroyed.
	4. **Please allow sufficient time to upload documentation and submit your bid.** It would be unwise to commence uploading documents less than four hours before the deadline. Also, remember after up loading your documents and answering all the on-lines question **to press the SUBMIT button** within Pro-contract. Until you have pressed the SUBMIT button you haven’t sent your tender bid through to the Council.
	5. If bidders experience any technical difficulties relating to the ProContract please contact Proactis directly through the online ProContract Help Centre by email: ProContractSuppliers@proactis.com or call 0330 0050 352 Monday to Friday 8.30 am to 17.30 pm.
	6. It is the bidder’s responsibility to return completed documentation via the ProContract.
	7. During the bid process, any communication between bidders and the Council must be made via ProContract. After the closing date for receipt of bids the Council expects only to make contact with bidders for the following purposes:
		1. To clarify information contained in the bid documents;
		2. To clarify anything relating to insurance, bonds and guarantees;
		3. To inform bidders of the award decision;
		4. To give bidders feedback about their bid;
		5. To agree the commencement date.

## Clarification Questions

* 1. All queries, questions and requests for information regarding this bid should be made via ProContract.
	2. These should be submitted **no later than the clarification deadline**. It should be noted that such requests and the answers will be communicated to all other bidders via ProContract. The identity of the organisation making such requests will remain confidential and anonymous.

## Freedom of Information Act and Environmental Information Regulations 2004

* 1. The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. So far as procurement information is concerned, the Council currently expects the position as to what information may be accessible to the public, to be as set out in the table below. 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, thus these are working assumptions as opposed to absolutes. 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 bid, bidders are taken to accept this.

|  |  |
| --- | --- |
| **Information** | **How it is treated** |
| Bid submissions  | Will be treated as publicly inaccessible at least until the notification of successful bidder.  |
| Identity and amount of bids | The total bid price of successful bidder will become accessible between notification of successful bidder and contract signature.  |
| 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 the Council may not agree to treat information as confidential unless there is a really strong justification for doing so.  |

## Bribery Act 2010 & Whistleblowing

* 1. Council contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract, or commits an offence under the Prevention of Corruption Acts 1889-1916 or Bribery Act 2010.
	2. There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
	3. The Council also requires of bidders that they sign non-collusion agreements to the effect that they will not collude with other bidders in submitting bids, except where they are consortiums.
	4. The Council encourages all bidders or for that matter anyone else, to contact the Council if any Councillor, employee or other service provider, bidder or potential bidder approaches them and either attempts to engage them in any such activity or hints that they could do so. If so, they should contact the Council’s Chief Internal Auditor.
	5. If so, or for that matter in respect of any concerns a supplier 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.

## Fraud Act 2006

* 1. In responding to this bid documentation your attention is drawn to the Fraud Act which now includes offences of:
		1. Dishonestly making a false representation; and
		2. Dishonestly failing to disclose information which a person is under legal duty to disclose.
	2. In both cases with the intention of making a gain for oneself or causing a loss or exposing another to a risk of loss.
	3. When returning your bid you are confirming that your bid contains accurate information which will not mislead the Council in the bid evaluation process.
	4. In the event that the Council finds that any bid contains a false representation, or which fails to disclose information relevant to the bid selection process, that bid will be disqualified and the Council will consider referring the matter to the police.
	5. If your bid is successful and the Council finds during the period of the Contract that either of the above applies, the Council reserves the right to immediate termination and to a full indemnity for any loss or damage caused.

## Data Protection (GDPR)

* 1. The Council requires the bidder to comply with the Data Protection Act 2018 and The General Data Protection Regulations, and take appropriate data security measures when processing personal data. Please also refer to Additional clause 10 of the Contract conditions, that the successful Contractor will be required to comply with. Any personal data processed by the bidder may only be disclosed in line with instructions from the Council and not disclosed to any third party unless permitted to do so. If the service provided does require the bidder to be a data processor for the Council then the bidder may be asked to sign a Data Processing Agreement. It will ensure that its employees, sub-contractors and suppliers do not divulge customers’ confidential information as a part of the bidding process.

## Bristol Pound - link <https://bristolpound.org/>

* 1. The Council is keen to deliver economic, social and environmental value through its spending. Paying suppliers and giving grants to those who are prepared to accept their fees or grant in Bristol Pounds is a very visible way to demonstrate that the local economy and communities are receiving additional benefit from that spending and more sustainable supply chains are being created.
	2. The Bristol Pound ‘£B’ is the UK’s first city wide local currency. The £B is run as a not-for-profit partnership between the Bristol Pound Community Interest Company and Bristol Credit Union.
	3. The £B can be spent at participating businesses using either paper £B or electronically from a £B account.
	4. Business accounts are available to independent traders that are based in or around Bristol. The Council is able to pay suppliers in £B and will offer this option to any successful supplier who meets the criteria.

## Living Wage Foundation - link <http://www.livingwage.org.uk/>

* 1. The Council has paid its own employees no less than the Foundation Living Wage since 1st October 2014.
	2. The payment of the recommended LWF rate supports Bristol City Council in meeting many of its social, economic and environmental objectives e.g. ensuring that wages in the City can sustain families and individuals.
	3. In accordance with the Council’s aspirations and objectives and its obligations under the Public Services (Social Value Act) 2012, we require our providers and suppliers to pay staff, employed to deliver our contracts, at least the Living Wage Foundation rate.
	4. If a provider or supplier is currently not paying the Living Wage they may consider either no longer using any pay spine below the Living Wage, top this up or apply a discretionary supplement to pay spines that fall below the Living Wage.
	5. The Council will annually review all Contracts in scope to ensure the Living Wage is being paid by our providers and suppliers.
	6. A recent Government Apprentice and Pay Survey found that one in five were being paid less than the legal minimum.
	7. If an employer fails to pay the minimum wage a complaint can be made to HM Revenue and Customs or an application made to an employment tribunal.

## General

* 1. Bidders should not attempt to canvass any Member or Officer of the Council about their bid or try and obtain confidential information relating to the services or the bidding process from anyone associated with the Council or from any other past or present service provider to the Council. If bidders do so their bid is likely to be rejected.
	2. The Council cannot and does not propose to commit itself as to:
		1. What will be its service requirements after this contract has expired;
		2. What arrangements it may propose to make to procure the services; or
		3. What the legislative regime will be at that time either as to procurement of goods, services, works or transfer of staff after this contract has expired.
	3. Bidders should not try and recruit any Council employee who has during the year prior to the closing date for the submission of bids been employed on work relating to the contract. If you do so, your bid is likely to be rejected.

## Collaboration Arrangements

* 1. The resources, range and depth of skills needed to deliver this project to the Council are such that organisations may wish to collaborate. The possible methods for such collaboration are considered below.
	2. Collectively, each entity that wishes to bid (whether it is a single entity, the lead partner or a joint and several liability consortium) is referred to as a “Bidder”. The bidder is responsible for ensuring that the bid submission is fully completed and the required information provided in respect of consortium members (as appropriate).
	3. A consortia proposal requires either a clear lead organisation with whom the Council will contract or evidence of a consortia structure where all members are joint and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.
	4. The following models of collaborative arrangements are indicative of possible collaborative working arrangements:
		1. Lead partner consortium;
		2. Joint and several liability consortiums.

## Lead partner consortium

* 1. A lead partner consortium is a consortium of organisations who are working together to bid for, and if successful, deliver a contract. One partner, will contract with the Council, on behalf of the other consortium members, and will be the conduit by which the contract is delivered by the consortium members. Accordingly, in this scenario, the lead partner is solely liable for the delivery of the contract. The other consortium members are effectively sub-contractors to the lead organisation.
	2. The technical capability of a consortium will be an amalgamation of the capability of individual members. In this approach, the lead organisation will need to have the financial capacity to deliver the entire contract.
	3. Consortia members should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements.
	4. It is for the consortium members to assess whether their proposed partners have the capacity and capability likely to be able to deliver the contract. This is not the responsibility of the Council.

## Joint and several liability consortia

* 1. The Council will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.
	2. The cumulative strength of both the financial and technical capability is assessed at this stage.
	3. Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Council signs the contract with all the members of the consortium; thus all members are jointly and severally liable. As such, if one of the members of the consortium defaults, it is possible for the Council to take action against the other member/s of the consortium for recovery of that default.

## Sub-contracting

* 1. This is where the Council contracts with one provider (the lead provider) and the relationship in respect of contract delivery is with that provider only. The provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of contract delivery. The provider is responsible for the delivery of the contract whether or not they are providing the service themselves or if they have sub-contracted it out.
	2. It should be noted that the ultimate responsibility for any sub-contracted obligations would always rest with the bidder. It is recognised that arrangements in relation to sub-contracting may be subject to future change. However, bidders should be aware that where, in the opinion of the Council, sub-contractors are to play a significant role, any changes to those sub-contracting arrangements may constitute a material change for the purposes of procurement law, and therefore may affect the ability of the bidder to proceed with the procurement process and/or to perform the contract. For the avoidance of doubt, in the event that the Council considers that such a change constitutes a material change for the purposes of procurement law, then the Council reserves the right to disqualify the bidder from the procurement process.
	3. There is an expectation with this model that only minor and / or specialist elements of the service will be sub-contracted; i.e. the lead provider will deliver the core elements of the service.
	4. The Council will make payments to the provider; that provider is responsible for payments to its sub-contractors. However, the council would expect payments to sub-contractors to mirror the payment conditions to the provider.
	5. The Council would not usually expect to see evidence of the administrative arrangements between the provider and sub-contractor, however, may wish to see evidence of performance monitoring, due diligence and subcontractor agreements and/or policies.
	6. Whilst the Council does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate.

## Other information – Multiple Bids

* 1. It is possible for an organisation to bid as a member of more than one consortium; or as part of a consortium, as an individual organisation, or as a sub-contractor to another bidder. It is advisable for such organisations to seek independent legal advice as the Council cannot offer this. In this instance, the relevant organisation/s are also required to submit a certificate 'regarding involvement in other bids' with their bid. This certificate will form part of the bid documentation. The purpose of this certificate is to protect the Council from any claims regarding contravention of competition law. It also forms part of the Council’s due diligence regarding each bidding group’s awareness of their members’ potential conflicts of interest. The relevant consortia will need to confirm that they are aware that an organisation is a party to more than one bid.

# SECTION THREE: GUIDANCE FOR THE BIDDER SUBMISSION

* 1. Complete the on-line questions in English and ensure that any supporting documents are also in English for example financial accounts.
	2. Please note that whenever used in this submission, the term organisation refers to a sole practitioner, partnership, incorporated company, co-operatives, charity or analogous entity operating outside the UK, as appropriate, and the term ‘officer’ refers to any director, company secretary, partner, associate, trustee or other person occupying a position of authority or responsibility within the organisation.
	3. Answer the questions specifically for your organisation, not for the group if you are part of a group of companies. Where, however, group policies, statements, etc. are normally used in your organisation, please answer accordingly.
	4. Where a question requests a YES/NO answer please make it clear which answer is indicated. The Council is entitled to interpret any ambiguous replies in its favour.
	5. The submission must be fully completed even if you have previously submitted a submission to the Council. It is not acceptable to cross reference earlier or other submissions.
	6. Bidders should note that they may be asked to clarify or provide additional information before the Council is able to determine the successful bidder, and that the provision of false information may disqualify a bidder from inclusion.
	7. Before submitting your completed bid on Pro-contract, please ensure that:
		1. All questions have been completed in full, there are no disclaimers, assumptions, nor exclusions and the submission is legible and in the format requested. Failure to do so may result in your submission being disqualified.
		2. All relevant/requested documents have been uploaded.
		3. The named person is an individual with the authority to make statements on behalf of the bidder. Completion of the template on ProContract will be taken to mean that this application has been made on behalf of and has been authorised by, the organisation.
		4. All acronyms are adequately defined.
		5. Answers do not use non-committal or aspirational language. Answers should provide positive commitment to the subject matter.
		6. Answers to each question are self-contained, and do not cross-refer to responses to other questions.
		7. Answers adhere to any limits stated within Appendix 1: Award Criteria. The evaluation panel will stop reading any response that exceeds the stated limit. The bidder’s total stated page limit response may include words (minimum font size 11), pictures, flow charts, embedded tables, etc. The bidder is not allowed any appendices, other attachments or directions to other web sites etc.

## Consortium Bids

* 1. Each consortium member will need to register on the Pro-contract. Each consortium member must complete their sections of the on-line questions.
	2. If a single member of the consortium fails to achieve any minimum requirements, the consortium as a whole will fail.

## Sub-contracting

* 1. Only the bidder (i.e. the lead provider) should complete the submission.
	2. The lead provider should include details of known proposed sub-contractors as part of the on-line questions. If such details are included, the lead provider would not be obliged to use the proposed sub-contractors should the lead provider be awarded the contract. However, when evidencing how they are going to deliver the contract, if the lead provider will be reliant on known proposed sub-contractors to deliver specific areas, they will need to make reference to that in their evidence.
	3. Please note sub-contractors do not need to register on Pro-contract or complete any part of the submission.

## Evaluation of the Bidder Submission

* 1. Bids will be assessed in accordance Appendix 1: Award Criteria.
	2. The Council will evaluate on the basis on 80% price, 20% social value.
	3. Bidders will also be assessed against the Minimum Technical & Financial Award Criteria set out in Table A of Appendix 1: Award Criteria. Should a bidder not satisfactorily confirm any of the questions in Table A they may not be considered for further evaluation.
	4. With consortium bids, if any member of a consortium fails any question within the Technical & Financial Award Criteria (Stage 1), the whole consortium will fail to be considered for Stage 2.
	5. Bidder submissions will form part of the successful bidder’s Contract Documents.

**Pricing**

* 1. Pricing will be evaluated against the cost to provide the goods/works/service in the specification.
	2. If selected, the price(s) shall apply for the duration of the contract.
	3. The pricing must include and allow for everything that might be required under the contract, whether collection, design, delivery, labour, materials, clothing, transport, plant, fuel, travel and subsistence, training, marketing, contact management, customer surveys, monitoring, management reports, disposal and recycling of materials, third party’s charges or whatever. All rates and prices must be quoted in pounds sterling (GBP).
	4. VAT should not be included in the bid rates and prices. Any VAT will be paid to the provider as a separate item from any payments for work undertaken. There are provisions in the Conditions relating to this.
	5. The Council proposes to check the submitted Pricing Schedule for errors in computation. If it finds any such errors, it will tell bidders about them and give them the opportunity to amend the errors or withdraw their bid.
	6. The minimum marks for a lump sum price will be zero. Therefore, if a bidder submitted lump sum price that is over 100% higher than the lowest submitted lump sum price this bidder will receive a score of zero for that section of the overall price award criteria.

## Price Adjustment

* 1. The proposed prices submitted will remain for the duration of the contract, in accordance with the Council’s Management instruction.

## Abnormally Low Tenders

* 1. Bristol City Council shall require bidders to explain the price or costs proposed in the tender bid where tenders appear to be abnormally low in relation to the value of a section of works and or the total cost of the project.

## Quality

* 1. It is important that bidder’s demonstrate relevant experience when answering any ‘Quality Commitment Questions’.
	2. Bristol City Council welcomes the use of evidence-based answers and ‘Bullet Points’ wherever possible within bidder’s answers.
	3. Please ensure each question is answered fully and individually and does not refer to another reply. To do so may lead to you losing marks in your submission.

## Social Value

This Section sets out the methodology that Bristol City Council (BCC) will follow to evaluate Social Value offers from bidders as part of this procurement.

* 1. BCC is committed to a performance and evidence-based approach to Social Value. Based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal, bidders are required to propose credible targets against which performance (for the successful bidder) will be monitored. The National TOMs are available to review at the Social Value Portal ([www.socialvalueportal.com](http://www.socialvalueportal.com)) and bidders will also been given access to them as a part of this tender. The TOMs within this tender process have been adapted to reflect the specific needs of the organisation.
	2. Please note that BCC is not being prescriptive as to which TOMs measures are being sought from bidders by way of Social Value proposals and bidders are free to choose those measures that are proportional and relevant to their business and this specific contract. However, a key success factor for bidders will be the ability to deliver against the commitments you make.

**Social Value Bid Submissions**

* 1. *Overall Approach*

Bidders are free to make a commitment against any measure described within the TOMs matrix. Each measure has a financial value (proxy value) and these will be used to calculate the overall ‘value’ of each commitment. The aggregate projected Social Value will form the basis of the qualitative Social Value evaluation, subject to the evaluation made by the evaluators of the credibility and robustness of the proposals. Please note that a commitment made against measures BT8a, BT13a, BT14a, BT15a, BT16a and BT27a will be valued at x2 the regular proxy value for these TOMs as these are to recognise commitments made in areas of high unemployment/deprivation in Bristol. Similarly, a commitment made against measures BT12a and BT29a will also be valued at x2 the regular proxy value for these TOMs to recognise commitments made for underrepresented groups. The proxy values for these particular measures are set out in the Portal.

**It is important that bidders should be confident of their ability to deliver Social Value proposals made, as the Council will contractualise these commitments with the winning bidder which will then be monitored and reported on periodically.**

* 1. Measuring and reporting on Social Value is a developing field and BCC recognises that flexibility and a collaborative approach are required. Agreed Social Value commitments may require a certain amount of refinement as a result. A key requirement is the willingness of the contracting partner to work openly and transparently with the Authority whilst bearing in mind that the overall value of Social Value commitments made must be delivered by the winning contractor.
	2. *Bid Requirements*

Bidders are required to complete the following as part of their tender:

* + A quantified Social Value Proposal; and
	+ A Method Statement
	1. In their Social Value Proposals bidders will make specific Social Value commitments, using the TOMs, for the duration of the contract.
	2. The Method Statement will accompany this Proposal and explain how the commitments will be delivered. Each of the above are explained in more detail below.

**Quantitative Social Value Proposal**

* 1. Bidders will be provided online access to the Social Value Portal National TOMs Calculator. Bidders are required to complete and submit the Calculator in line with the deadline for tender submissions. The completed Calculator forms the basis of the quantitative element of the Social Value Proposal.
	2. Bidders must accompany input target figures for specific Social Value measures with a rationale for each Social Value proposal in the Description / Evidence Box on the form which demonstrates that they have credible processes in place to deliver what is being offered. The rationale should also specify whether this value will be delivered directly by the bidder or through its supply chain. Additional supporting documentation may be provided where necessary to justify the bidder’s approach.
	3. Bidders are not obliged to commit to any of the measures and should ensure that their proposals are relevant and proportional to this contract.
	4. The proposal must relate directly to the contract in question and should be proportional to the overall contract value (for example, social value bids that are in excess of 100% of the contract price are unlikely to be deliverable).

**Qualitative Social Value Proposal**

* 1. Method Statement

The Method Statement should support the Social Value Proposal. The Method Statement should contain the following sections:

* 1. *Thematic Approach*

This section should cover the bidder’s broad approach under each Theme and explain how the bidder will make best use of the opportunities created through the procurement to contribute to the delivery of sustainable Social Value outcomes.

* 1. This section should reference the bidder’s specific proposals made in the Calculator and place these and the Themes in the context of the community needs and opportunities in the relevant area.
	2. *Delivery Capability*

This section should cover:

An identified single point of responsibility for delivery of the Social Value strategy;

* Identification of quantified resource support, both internal and external, including any third- party support required;
* Processes for defining Social Value outcomes on specific projects
* Processes for monitoring, measurement and reporting Social Value outcomes
	1. *Continuous Improvement Plan*

This section should include an explanation of how the bidder will progressively improve and expand the delivery of Social Value outcomes over the life of the project and what continuous improvement targets it plans to set.

* 1. *Engagement and Collaboration Plan*

This section should explain how the bidder proposes to put in place a systematic process for engagement and collaboration with relevant stakeholders and prospective delivery partners on the delivery of Social Value, identifying key stakeholders needed to support the plan, setting out detailed plans for the early phases on engagement and drawing on previous relevant experience.

**Evaluation of Social Value Offers made by Bidders**

* 1. Social Value has been allocated a total weight of 20% as part of the overall quality/price matrix for this procurement, which will be evaluated using sub-weightings on the following basis:

**Quantitative score**: 75% (15% of overall quality/price evaluation matrix)

**Qualitative score**: 25% (5% of overall quality/price evaluation matrix)

**Quantitative assessment:**

* 1. The quantitative score will be calculated using the formula below:
	2. The bidder submitting the highest Social Value offer will be scored 100% for this section. All other bidders will be scored in relation to the highest Social Value offer as follows: -

$\frac{ Bidder^{'}s total Social Value offer}{Value of the highest Social Value offer from all bidders } ×100$.

* 1. Bidders are to note that the information submitted by bidders in the Description / Evidence Box on the form will be used in evaluation to verify the quantitative values submitted by bidders and to ensure they meet the parameters set out below.
	2. *Quantitative assessment: Social Value offer parameters*
	3. Bidders are to note that a number of parameters will apply to Social Value quantitative offers made by bidders. These are set out in the accompanying guidance ‘Submitting a Good Social Value Bid’ which sets out Dos and Don’ts for bidders.

**Qualitative assessment:**

* 1. The score for the qualitative response will be evaluated using scoring mechanism set out elsewhere in this tender document.

**Clarification of Social Value offers**

* 1. During evaluation of bids received, if there is any apparent inconsistency between a bidder’s Social Value offer and the parameters stated above or if the evaluation identifies a manifest inconsistency with the bidder’s qualitative Social Value proposals or the nature and scope of the proposed contract, BCC will seek clarification to enable the bidder to explain/justify the methodology used and adjust their bid if necessary.

**Total Social Value Score:**

* 1. Bidders will be marked on a combination of their quantitative and qualitative responses. In committing to certain targets, bidders must provide a realistic and convincing method statement of how these will be achieved in practice. Example - if a bidder commits to employing 10 long-term unemployed people, it should explain the partnerships in place / plan to develop to identify those potential employees.
	2. The total Social Value score will be derived from the following calculation: -
	3. Total Social Value score = (Quantitative score (at 75%) + Qualitative score (at 25%)) \* 0.2
	4. Please note: The value is multiplied by 0.2 to adjust the score to 20%, as the total Social Value weighting has been set at that level.

**Remedies**

* 1. BCC will apply liquidate damages.
	2. In case the Contractor is not able to deliver the Social Value obligation as committed in the tender submission or otherwise commits a breach in that regard during delivery of the contract, the Authority will be entitled to recover the notional value of that Social Value obligation as provided in the [TOMS Framework](https://www.bristol.gov.uk/documents/20182/239382/BristolCityCouncilTOMs%2BV12.xlsx/51a189ff-926c-11c7-c121-bc3e01624ab9). This clause will be inserted in contract document prior to issue of tender.

**Social Value Management Fee**

* 1. The successful bidder will be required to contract directly with the Social Value Portal who will provide the following services to the supplier
	2. Online account with Social Value Portal to allow contract management and project reporting
	3. Technical support with data entry (e.g. access and functionality issues)
	4. Confirmation of evidence required to satisfy requirements
	5. Quarterly reports showing progress against targets
	6. End of project summary report and case study
	7. The successful supplier will be invoiced directly by The Social Value Portal (SVP) upon award according Schedule 1 below and will be responsible under the terms of the contract for payment directly to SVP.
	8. **Please Note:** The successful bidder will be charged ongoing management fee per project/contract/year for access to The Social Value Portal. Fees will be invoiced directly from The Social Value Portal to the successful bidder and this payment will provide the bidder with quarterly reports and support in each Social Value submission and access to a project management dashboard.
	9. The successful bidder will be charged an ongoing management fees at 0.2% with a minimum charge of £50 up to a maximum of £10,000/project/contract/year depending on contract value for access to The Social Value Portal.
	10. Further details are within the below table (N.B. There is no charge for bidders unless they are successful in winning this tender):
	11. Schedule 1 – Contract Management Fee

|  |  |
| --- | --- |
| **Contract Value** | **Annual Fee\*** |
| >£5m | £10,000 |
| £25k - £5m  | £50 - £10,000 (0.2%) |
| £15k - £25k | £50 |
| £1k - £15k | Excluded  |

\*NB this fee should be captured separately in the pricing schedule and will not be taken into account in the price evaluation.

* 1. **Further information can be found on our webpages** [**here**](https://www.bristol.gov.uk/tenders-contract/procurement-rules-regulations) **to include guidance on submitting a good social value offer.**

**You are advised to review the Social Value Portal User Guide appended when completing your online submission, the SVP Project Reference you’ll need is SVP 0K0-0002-358oL. Once you’ve completed your online submission please attach the pdf to the Social Value quality question.**

# SECTION FOUR: CONTRACT (Terms & Conditions)

Located within ProContract system under Attachments.