

 **INVITATION TO TENDER**

 **for the Provision of**

**Parklets for High Streets Renewal**

**Under the Open Procedure**

Supply the South West reference number: **DN593689**

Date of release: **25th January 2022**

**INDEX**

**Section 1 – THE REQUIREMENT**

* 1. Overview and Background
	2. Strategic Objectives of the Contract
	3. Specification
	4. Lots
	5. Term of Contract or Goods or Service Requirement Date
	6. Estimated Value of Contract
	7. TUPE

**Section 2 – INSTRUCTIONS TO BIDDERS**

 2.1 E-Tender System

 2.2 Register Intent or Opt Out

 2.3 Preparation of Tender

 2.4 Price Schedules

 2.5 Other Documents or Supporting Evidence

 2.6 Returning Your Completed Tender

 2.7 Tender Validity

 2.8 Communication

 2.9 Confidentiality

 2.10 Grounds for Rejection

 2.11 Disclaimer

 2.12 Freedom of Information Act

 2.13 Transparency

 2.14 Equality

 2.15 Ethical Procurement

 2.16 Climate and Nature Emergency

 2.18 Step-In Rights

 2.19 Payments to Sub-Contractors

 2.20 Procurement Timetable

 2.21 Required Documents

 2.22 Terms & Conditions

**Section 3 – QUESTIONNAIRE**

**Section 4 – PRICING SCHEDULE**

**Section 5 – EVALUATION AND AWARD**

 5.1 Evaluation of Tender

 5.2 Award Criteria & Weightings

 5.3 Clarifications

 5.4 Site Visits

 5.5 Final Score

 5.6 Customer References

 5.7 Right Not to Award

 5.8 Right to Terminate Subsequent Contract

5.9 Evaluation Report

 5.10 Contract Award

 5.11 Contract Acceptance

 5.12 Withholding of Confidential Information

**Section 6 – APPENDICES**

Glossary

Scoring Methodology

Pricing Schedule

Temple Street Concept Design –

<https://www.hikeynsham.co.uk/wp-content/uploads/2021/10/Proposed-Concept-design-Pack.pdf>

Milsom Street Concept Design

**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 km2), 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:

1. **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.

1. **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**

*These standards are required by contractors/suppliers to perform the Contract in accordance with Council procedures. Should you require further information, please contact procurement@bathnes.gov.uk.*

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
* 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.

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.

Modern Slavery

* You will ensure fair pay to contractors working at Council sites by applying the ‘Real Living Wage’ including sub-contractors
* You will ensure fair and safe working conditions
* Your workers must have a legal right to work in UK
* You must not employ bonded workers
* You must employ workers with legitimate qualifications from bona fide training organisations
* You must pay your sub-contractors and workers on time
* You must follow the rules of the Construction Industry Scheme (where relevant)
* You must report any breach or suspected breach to B&NES at the earliest opportunity

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

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…….?

**SECTION 1 – THE REQUIREMENT**

1.1 **Overview and Background**

The Council wishes to establish a Contract for the provision and installation of parklets and planters to be delivered as part of the district-wide High Street Renewal Programme including projects in Bath City Centre, Keynsham High Street and local centres as well as Bath City Centre Security Project. The Council is managing this procurement in accordance with the Public Contracts Regulations.

This is a goods Contract being procured under the Open procedure.

This contract will provide parklets for two projects:

The **Bath City Centre Security Project** is being introduced to ensure the city centre remains a welcoming, safe and secure place for residents, businesses and visitors to enjoy. Due to narrow footways and the built form of Bath, adding benches at regular intervals, within the city centre security zone is not possible in places. Therefore, the introduction of parklets is, proposed as mitigation to provide more frequent moments to rest, particularly for pedestrians with mobility and access limitations when moving through the city centre.

**B&NES High Street Renewal Programme**

* The **Bath Love our High Streets Project** comprises a range of measures, including; public realm improvements, bringing vacant shops back into use for cultural initiatives or pop-ups, greening through parklets and planting, encouraging outdoor seating for cafes and restaurants, cultural programmes of public art, events and performance to improve the high street experience for residents and visitors.
* The **Keynsham High Street Heritage Action Zone** comprises a range of public realm interventions to improve Temple Street in Keynsham including through greening, parklets, planting and cycle parking.
* The **Bath Local Centres High Street Improvement Project** comprises a range of public realm and community interventions to improve neighbourhood High Streets including cycle parking style parklets and planters.

The Council is procuring the Contract as a central purchasing body for itself.

1.2 **Strategic Objectives of the Contract**

**Bath City Centre Security Project**

A key part of the Council’s role is keeping the city’s streets and spaces safe and secure from the threat of terrorism. Since 2016, the Council and Avon &

Somerset Police have coordinated protection work designed to improve overall public safety and strengthen protection in areas of high footfall.

As the threat to the United Kingdom from terrorism remains, it is important that Bath & North East Somerset Council, with the help of its partners, continues to work hard to support the economy and community of Bath city centre. The Council has been working closely with the Police on plans to further strengthen city centre access restrictions and install new purpose-designed street furniture which will provide permanent enhanced safety for people in areas of high footfall

 **BaNES High Street Renewal Programme**

Our main aim through our Corporate Strategy is to improve people's lives. We are following two core policies in order to do this: tackling the Climate and Ecological Emergencies, and giving people a bigger say. One way we aim to tackle the Climate and Ecological Emergencies is by reducing carbon emissions from road traffic through encouraging a shift from personal car use to public transport and active travel. Parklets can be used to reclaim road space for pedestrians and active travel, whilst diversifying the ecology of the area through greening.

1.3 **Specification**

Following the success of previous delivery of parklets in Bath City Centre, this contract is for the provision of a number of parklets across the district.

The projects and specification are detailed as follows;

|  |  |  |  |
| --- | --- | --- | --- |
| ***Location***  | ***Size (W xD)*** | ***Number*** | ***Programme***  |
| **Bath City Centre Security Project**  |
| Cheap Street  | 2.4mW x 4.8mD | 1 | Delivery in 22/23 Q1 |
| Westgate Street  | 2mW x 4.8mD | 1 | Delivery in 22/23 Q1 |
| **B&NES High Streets Renewal Programme** |
| Milsom Street, Bath - Parklet | 2.4mW x 8m D | 1 | Delivery in 22/23 Q1 |
| Bike rack with bookend planters  | Rack with 5 cycle stands & 2 planters  | 4 | Delivery in 22/23 Q1 |
| Keynsham High Street Heritage Action ZoneTemple Street, Keynsham - Parklet | 2.4mW x 4.8mD | 3 | Specified in 21/22 Q4, delivery tbc.  |
| Keynsham High Street Heritage Action ZoneTemple Street, Keynsham – Small parklets | 2mW x 3mD | 2 | Specified in 21/22 Q4, delivery tbc.  |



*Parklet and cycle rack delivered in Bath City Centre*

The project lead and team managing this contract have experience of design and delivery of parklets. We expect that the appointed contractor will work with the qualified Urban Designers and Highways Safety Engineers in the team to design and detail the scale, layout and materiality of the final parklets. They should be bespoke to the location and respond to site conditions and urban context. A standard ‘off the shelf’ product will not be appropriate in these locations.

The design and layout of each of the parklets will need to be bespoke to location and respond to specific project objectives, including accessibility, high street renewal, supporting local businesses, for example. Accessible design principles which should be considered include;

- fully accessible and level with the footway

- accommodate wheelchair circulation

- a range of seating types, including perch seating, those with backrests/armrests, those with rounded corners and edges

- visual clarity, with bold colours used that contrast with the immediate surroundings and surfaces

The materiality and colour palette used in each location is likely to vary to respond to the urban context. Milsom Street, for example, already hosts two parklets and so the additional parklet will need to coordinate and respond to these so the improvements work holistically together. The two parklets to be delivered as part of the Bath City Centre Security project will need to sit comfortably with other parklets in the city and take a similar approach to colour and material. Parklets in Bath City Centre must also respond to the Bath Pattern Book design guide and existing parklets demonstrate how this is possible.

The Temple Street parklets materiality/colour palette to be informed by the High Street Heritage Action Zone detailed designs which will be complete end Jan 2022.

The Local Centres cycle parking parklets and planters materiality/colour palette to be informed by the detailed designs which are due to be completed after the funding has been confirmed in April 2022.

Your tender response should specify whether an initial site visit is included for each location, delivery is included, and, full installation on site is included.

1.4 **Term of Contract/Goods or Service Requirement Date**

The Goods/Service are required by the dates specified in the table in section 1.3.

1.5 **Estimated Value of Contract**

£135,000 excl VAT

**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.**](http://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.

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.*

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**

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 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](http://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.

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.

2.18 **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 |
| Tuesday 25th January 2022 | ITT issued to potential suppliers |
| 5pm Monday 31st January 2022 | Closing date for clarification questions to be submitted |
| Friday 4th February 2022 | Council responds to clarification questions |
| Midday Monday 14th February 2022 | Closing date and time for receipt by the Council of Bidders responses to the ITT |
| Tuesday 15th February 2022 | Evaluation of the ITT responses by Tender panel & supplier financial accounts by Internal Audit |
| Monday 21st February 2022 | Award decision made and award letter issued |
| Friday 25th February 2022 | Contract award concluded |
| Monday 28th February 2022 | 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.

|  |  |
| --- | --- |
| 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 Terms & Conditions of Contract | ✓ |
| Appendix 3 Concept designs for Milsom Quarter and Temple Street, Keynsham | 🗶 |

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.

**SECTION 3 - Questionnaire**

Section 3 is divided into **two questionnaires, the Standard Selection Questionnaire and the Tender Questionnaire**. All questions are mandatory unless stated otherwise.

Failure to respond to any relevant question[[1]](#footnote-1) in the **Standard Selection Questionnaire** will mean the evaluators will mark the whole Tender as having failed and exclude the Tender from further evaluation.

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

**Standard Selection Questionnaire**

**Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.**

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion[[2]](#footnote-2). If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, we reserve the right to amend the contract award decision and award to the next compliant bidder.

**Consequences of misrepresentation**

If you seriously misrepresent any of the facts when filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Notes for completion**

1. The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / ““Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[3]](#footnote-3).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Part 1: Potential supplier Information**Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 1 | Potential supplier information |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐No ☐N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[4]](#footnote-4)? | Yes ☐No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[5]](#footnote-5) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[6]](#footnote-6)(Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
| Section 1 | Bidding model |
| Question number | Question | Response |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration**I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate. I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document. I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement. I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| Section 1 | Contact details and declaration |
| Question number | Question | Response |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

**Part 2: Exclusion Grounds**Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 2 | Grounds for mandatory exclusion |
| Question number | Question | Response |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions

|  |  |
| --- | --- |
| Section 3 | Grounds for discretionary exclusion  |
|  | Question | Response |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

**Part 3: Selection Questions**

|  |  |
| --- | --- |
| **Section 4** | **Economic and Financial Standing**  |
|  | Question | Response |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes ☐No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes ☐No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes ☐No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 5** | **Parent Company Details** |
|  | If you have previously indicated that you are part of a wider group, please provide further details below |
| **Name of organisation** |  |
| **Relationship to the Supplier completing these questions** |  |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability**  |
| **6.1** | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples, go to question 6.3. |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract**  |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |
| **6.3**  | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up, or you have provided services in the past but not under a contract. |
|  |  |

|  |  |
| --- | --- |
| **Section 7** | **Modern Slavery Act 2015** |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐Please provide the relevant url …No ☐Please provide an explanation |
| **7.3** | Do you ensure that all employees and any workers including any sub-contractors, agency workers or any other workers working on site are checked for the following:-* Have a legal right to work in the UK
* Are not bonded workers i.e., in debt to agencies charges fees for employment or retaining passports etc.
* Have legitimate CSCS cards
* Have legitimate qualifications from legitimate training institutions

We reserve the right to carry out spot checks to verify the procedures described in your response | Yes ☐No ☐ |

Bidders should self-certify that they meet the requirements of the following questions and will be required to provide evidence of this if awarded a contract.

|  |  |
| --- | --- |
| 8.1 | Insurance |
|  Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below.Indicate YES or NO.Note: It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5million as a minimum. This requirement is not applicable to Sole Traders.  |
|  |  | Required Cover |  |
| i) | Employer’s (Compulsory) Liability Insurance | £5 million | ▢ Yes▢ No  |
| ii) | Public Liability Insurance | £5 million | ▢ Yes▢ No  |
| iii) | Professional Indemnity Insurance |  | ▢ Yes▢ No  |
| iv) | Product Liability Insurance |  | ▢ Yes▢ No  |

|  |  |
| --- | --- |
| **8.2** |  **Compliance with Equality Legislation** |
| For organisations working outside of the UK please refer to equivalent legislation in the country that you are located. |
| i) | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | ▢ Yes▢ No  |
| ii) | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds or alleged unlawful discrimination? If you have answered “yes” to one or both questions in this module, please provide, as a separate Appendix, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.If the investigation upheld the complaint against your organisation, please use the Appendix to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.  | ▢ Yes▢ No |
| iii) | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes▢ No  |

|  |  |  |
| --- | --- | --- |
| **8.3** | **Environmental Management**  |  |
| i) | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer is “Yes”, please give information in a separate Appendix of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served.The Council will not select supplier(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless the Council is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. | ▢ Yes▢ No |
| ii) | If you use sub-contractors, do you have processes in place to check whether any of these organisations have been convicted or had a notice served upon them for infringement of environmental legislation? | ▢ Yes▢ No  |

|  |  |  |
| --- | --- | --- |
| **8.4** | **Health & Safety**  |  |
| i) | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.  | ▢ Yes▢ No  |
| ii) | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? If your answer is “Yes”, provide details in a separate Appendix of any enforcement/remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The Council will exclude supplier(s) that have been in receipt of enforcement/remedial action orders unless the supplier(s) can demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.  | ▢ Yes▢ No  |
| iii) | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | ▢ Yes▢ No  |

**TENDER QUESTIONNAIRE**Suppliers are required to answer the following questions comprehensively and provide evidence, where requested to support their answer. Where a word count is stipulated for a narrative response, it must be adhered to. Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated unless specified within the question and the evaluation criteria.Where a word count limit is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow bidders  to provide relevant detail in a concise manner. Answers should not exceed the word limit stated per question.  Any wording over the limit or the use of embedded documents or of appendices to questions will not be evaluated. For this purpose, "word" shall be given its normal meaning i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word, (notwithstanding any automated word count facility) but will be counted as separate words. Words that have hyphens but are in general usage are acceptable. The evaluation panel will determine if it thinks that the word count has been deliberately manipulated in order to give an organisation an unfair advantage, and where it is the panel's view that it has, words that are joinedby hyphens, slashes etc. will be counted separately.The questions in this Tender Questionnaire will be scored in accordance with 5.2 Award Criteria and Weightings.

|  |  |
| --- | --- |
| 9.1 | Project Related Scored Questions |
| i)ii)iii) | Demonstrate your proven experience of designing and delivering high quality parklets in urban environments (20%). [Maximum 2 A4 pages at font size 11]Demonstrate your experience of working with the client and community to achieve relevant objectives, including improving accessibility and animating the high street (15%). [Maximum 2 A4 pages at font size 11]Demonstrate your experience of delivering a bespoke product which is designed around the specific context and requirements of the urban environment, for example use of Local Authority Design Guides and working with challenging site conditions (15%). [Maximum 2 A4 pages at font size 11] |

**Climate Emergency**

|  |  |
| --- | --- |
| **9.2** | **Climate Emergency** |
| i) | If successful, what will you do to actively reduce your carbon footprint? (10%) [Maximum 1 A4 page at font size 11] |
| ii) | How can you assist B&NES in achieving its zero-carbon policy through this contract (10%) [Maximum 1 A4 page at font size 11] |

 |  |

**SECTION 4 – PRICING SCHEDULE**

4.1 **Pricing**

Bidders must complete the pricing schedule included as an attachment 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.

**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.

This Invitation to Tender is in two parts:

i. The Selection Questionnaire

ii. The Tender Questionnaire

The response to the Selection Questionnaire will be evaluated first. Bidders MUST pass all questions in this section.

Failure to pass any of the questions in the Selection Questionnaire will result in the Tender being disqualified and the Tender Questionnaire will not be evaluated.

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 |
| **Selection Questionnaire****Pass / Fail:** Part 2 Exclusion Grounds and Questions 4 to 8 of Part 3 Selection Questionnaire are Pass/Fail questions. Sections or questions scored as ‘Fail’ will result in the disqualification of the Tender and it will not proceed to full evaluation. |
| **Tender Questionnaire** |
| **Quality**[70%] | Demonstrate your proven experience of designing and delivering high quality parklets in urban environments (20%). [Maximum 2 A4 pages at font size 11]Demonstrate your experience of working with the client and community to achieve relevant objectives, including improving accessibility and animating the high street (15%). [Maximum 2 A4 pages at font size 11]Demonstrate your experience of delivering a bespoke product which is designed around the specific context and requirements of the urban environment, for example use of Local Authority Design Guides or working with challenging site conditions (15%). [Maximum 2 A4 pages at font size 11]If successful, what will you do to actively reduce your carbon footprint? (10%) [Maximum 1 A4 page at font size 11]How can you assist B&NES in achieving its zero-carbon policy through this contract (10%) [Maximum 1 A4 page at font size 11]**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 main 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 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**[30%] | **Price Evaluation:** The scoring is carried out within an Excel spread sheet outside 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 priceThe 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 scoreAbnormally Low TendersIn the event of the Council having received an abnormally low tender, it will adopt the procedure in Regulation 69 of the Public Contracts Regulations 2015 |
| **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. The Council will evaluate the financial accounts of the highest ranked bidder only for due diligence purposes. |

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.

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**

An evaluation report will be produced by the evaluators and a recommendation made to award to the winning Contractor. The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

5.10 **Contract Award**

Once the authority to award the Contract has been granted, the Evaluation Panel will award the Contract. The successful company will receive a written notification letter that the Council is intending to award them the business.

Unsuccessful companies will receive a written notification that they have been unsuccessful and that the Council intends to award the Contract to another bidder.

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.

.

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.

****

**APPENDIX 1**

**Conflict of Interest, Canvassing & Collusive tendering**

**It is a mandatory requirement that the Supplier signs and complies with this certificate. FAILURE TO SUBMIT THIS DECLARATION WHEN RESPONDING TO THE TENDER WILL RESULT IN YOUR TENDER NOT BEING EVALUATED**

DECLARATIONS

|  |  |
| --- | --- |
| **Tender for Contract:** |  |
| **Supplier Name:** |  |

CONFLICT OF INTEREST, CANVASSING & COLLUSIVE TENDERING

1 In consideration of the Council accepting our tender we undertake and agree to advise the Council immediately upon becoming aware of any conflict of interest or potential conflict of interest, whether deliberate or otherwise, that may arise either during the term of the Contract or for a period of two years after its termination.

2 I/We further hereby undertake that I/We will not in the future canvass or solicit any Member Officer or Employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the provision of the Service and that no person employed by me/us or acting on my/our behalf will do any such act.

3 I/We certify that

(a) this is a bona fide Tender, intended to be competitive, and that I/We have not fixed or adjusted the amount of the Tender (or the rates and prices quoted) by or under or in accordance with any agreement or arrangement with any other person.

(b) I/We have not canvassed or solicited any Member Officer or Employee of the Council in connection with the preparation or award of this Tender or any other Tender or proposed Tender for the provision of the Goods/Services and that no person employed by me/us or acting on my/our behalf has done any such act.

(c) that I/We have not done and undertake that I/We will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

1. Offer or give or agree to give any officer or member of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure.

(ii) Communicated to any person other than the Council the amount or approximate amount of the proposed Tender (other than in confidence in the circumstances and to the persons described in the Guidance & Instructions).

(iii) Enter into any agreement or arrangement with any person as to the amount of any proposed tender or that the person shall refrain from tendering.

**Person authorised to submit the Tender:**

**Signature:**

**Name:**

**Position:**

**Dated:**

**APPENDIX 2**

**TERMS AND CONDITIONS**

**(See attachment)**

**APPENDIX 3**

**Glossary**

‘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.

1. For example, if a question asks how you would manage sub-contractors and you do not have sub-contractors then this question would not be relevant [↑](#footnote-ref-1)
2. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-2)
3. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-3)
4. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-4)
5. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-5)
6. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-6)