



# Invitation to Tender:

## Uggle Lane Footpath Improvement

Issue	1
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Date of Issue	19 March 2024

### Invitation to Tender (ITT)

**For:** *Uggle Lane Footpath Improvement*

**Date:** 19 March 2024

**Chest portal reference:** DN716316

## 1 Overview of Lancaster City Council (the “Customer Organisation”)

1.1 Lancaster City Council is looking to procure this work under its role as Local Authority.

The project is being commissioned by:

Sustainable Growth  
Engineering Team  
Lancaster City Council  
PO Box 4  
Town Hall  
Lancaster City Council LA1 1QR

## 2 Introduction and Background to the Project

2.1 Lancaster City Council will be implementing a scheme to improve the rural footpath between the A6 Scotforth Road and the railway bridge at Uggle Lane in Scotforth Lancaster. This footpath is not a Public Right of Way and is on land owned by Lancaster City Council. See Figure 1 for plans showing its location and Figures 2 and 3 for photo's showing the type of footpath.

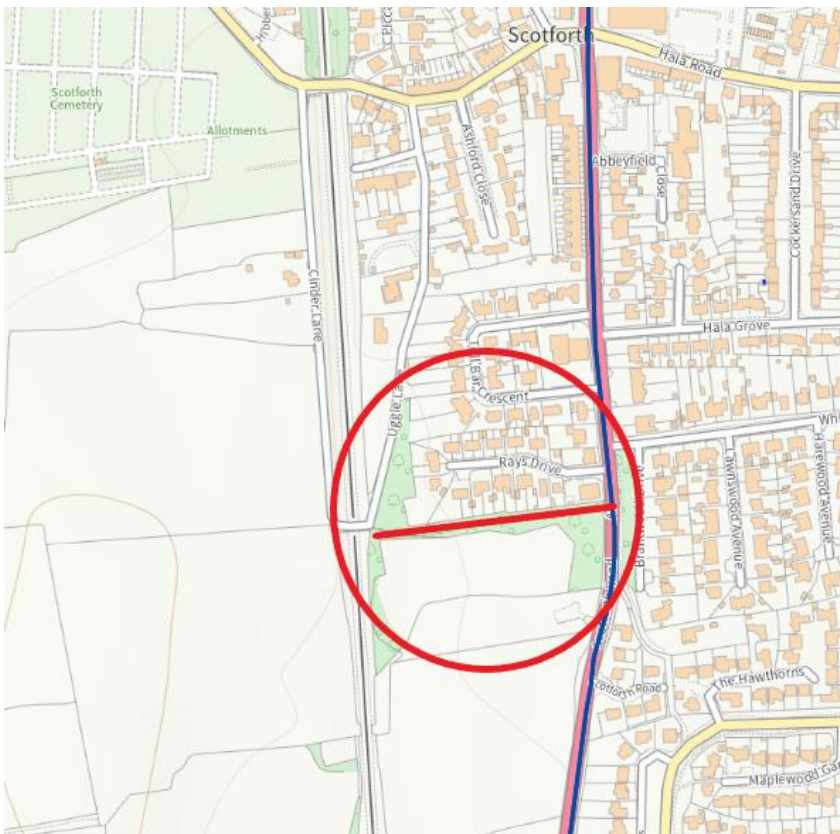
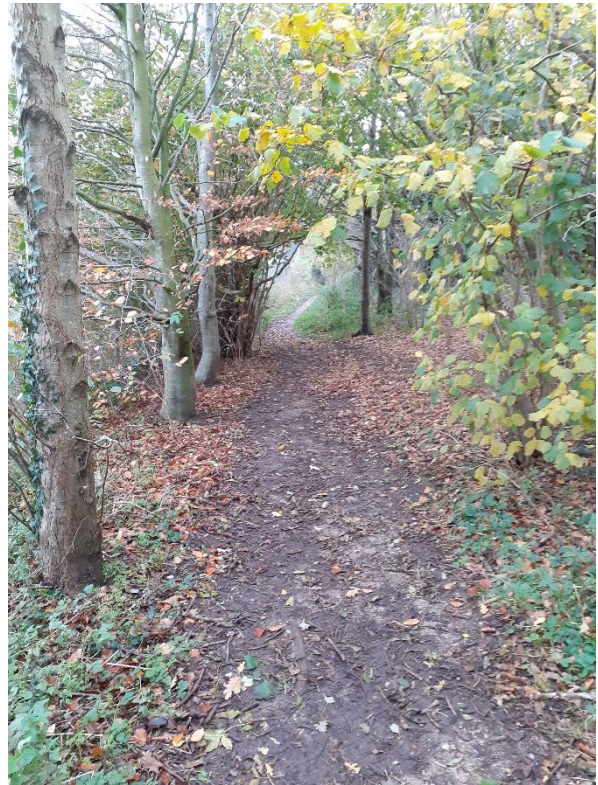


Figure 1: Footpath location

- 2.2 The work is maintenance rather than provision of a new footpath and will include cleaning of the existing path (removing leaves and vegetation), carrying out repairs and reinstatement where it is in poor condition, provision of new sections where they are required and provision of drainage (to new soakaways). The footpath will be closed for the duration of the works. An access gate is also to be provided to allow for mobility scooters as well as pedestrians.
- 2.3 The footpath will be extended in two places to provide access to a community composting area and access to a wildlife area where the community would like to place a bench for birdwatching.
- 2.4 A key objective of improving this footpath improvement is to increase the accessibility of the site. The existing path is of inconsistent width and has areas that are impassible when it is wet and boggy.
- 2.5 A gate will be installed at the front of the path allowing access for all and consistency with BS 7509:2006—Gaps, gates and stiles.
- 2.6 An attractive frontage to the path will be created where it meets the A6 Scotforth Road.
- 2.7 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Lancaster City Council and the procurement process for submitting a tender proposal.
- 2.8 Residents adjacent to the site are aware that the works will be taking place and have a point of contact.



*Figure 2: Example of path condition*



*Figure 3: Example of existing path condition*

### 3. Tender Conditions and Contractual Requirements

This section of the ITT sets out Lancaster City Council's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("**Procurement Process**")

#### 3.1 Contracting requirements

3.1.1 The contracting authority is the Lancaster City Council, which includes any subsidiary companies and other organisations that control or are controlled by Lancaster City Council from time to time.

3.1.2 The appointed supplier will be expected to deliver or provide the services at the identified location outlined in Figure 1 and paragraph 2.1 of this document.

3.1.3 The project falls under permitted lawful development.

3.1.4 Lancaster City Council's contracting and commercial approach in respect of the required goods and/or services is set out at Annex 1 (Terms and Conditions of contract) ("**Contract**"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.5 **The Contract awarded must conclude and invoice all works by 6 May 2024.**

3.1.6 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, Lancaster City Council may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

3.1.7 Lancaster City Council is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle Lancaster City Council to reject that tender response and to disqualify that potential supplier from this Procurement Process.

#### 3.2 General Policy Requirements

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the goods and/or services being supplied.

#### 3.3 General tender conditions ("**Tender Conditions**")

3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to Lancaster City Council carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by Lancaster City Council for such purposes.



**3.3.3 Information provided to potential suppliers** – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but Lancaster City Council will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Lancaster City Council.

**3.3.4 Potential suppliers to make their own enquires** – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify Lancaster City Council promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in of its associated documents and/or in any information provided to you as part of this Procurement Process.

**3.3.5 Amendments to the ITT** – At any time prior to the Tender Response Deadline, Lancaster City Council may amend the ITT. Any such amendment shall be issued to all potential suppliers, and if appropriate to ensure potential suppliers have reasonable time in which to take such amendment into account, the Tender Response Deadline shall, at the discretion of Lancaster City Council, be extended. Your tender response must comply with any amendment made by Lancaster City Council in accordance with this paragraph 3.3.5 or it may be rejected.

**3.3.6 Compliance of tender response submission** – Any goods and/or services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of Lancaster City Council's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by Lancaster City Council as part of this Procurement Process.

**3.3.7 Format of tender response submission** – Tender responses must comprise the relevant documents specified by Lancaster City Council completed in all areas and in the format as detailed by Lancaster City Council in Annex 2 (Supplier Response). Any documents requested by Lancaster City Council must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

**3.3.8 Modifications to tender response documents once submitted** – You may modify your tender response prior to the Tender Response Deadline by giving written notice to Lancaster City Council. Any modification should be clear and submitted as a complete new tender response in accordance with Annex 2 (Supplier Response) and these Tender Conditions.

**3.3.9 Rejection of tender responses or other documents** – A tender response or any other document requested by the Customer Organisation may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by Lancaster City Council forming part of the ITT;
- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by Lancaster City Council in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;

- contains information which is inconsistent with answers already given in the pre-qualification questionnaire completed as part of this Procurement Process or;
- is received after the Tender Response Deadline.

3.3.10 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling Lancaster City Council to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of Lancaster City Council concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response,
  - this shall include where applicable the visiting of any of Lancaster City Council's premises in connection with this Procurement Process otherwise than in accordance with the process set out in this ITT.

Lancaster City Council shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the "Liability" Tender Condition below, by participating in this Procurement Process you accept that Lancaster City Council shall have no liability to a disqualified potential supplier in these circumstances.

3.3.11 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the "Liability" Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from Lancaster City Council any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.12 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, Lancaster City Council is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT but Lancaster City Council reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all

potential supplier in writing. Subject to the “Liability” Tender Condition below, Lancaster City Council will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.13 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

3.3.14 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of Lancaster City Council in relation to fraud or in other circumstances where Lancaster City Council’s liability may not be limited under any applicable law.

#### 4. Confidentiality and Information Governance

4.1 All information supplied to you by Lancaster City Council, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless Lancaster City Council has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of Lancaster City Council and must be returned on demand.

4.4 Lancaster City Council reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, Lancaster City Council. Lancaster City Council further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by Lancaster City Council in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to Lancaster City Council (together the “**Disclosure Obligations**”).

4.6 You should be aware of Lancaster City Council’s obligations and responsibilities under the Disclosure Obligations to disclose information held by Lancaster City Council. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by Lancaster City Council under the Disclosure Obligations, unless Lancaster City Council decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as ‘confidential’, using any template and/or further guidance provided at Part 2 of Annex 2 (Supplier Response), you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;

- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that Lancaster City Council should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that Lancaster City Council accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to Lancaster City Council, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to Lancaster City Council on the basis that it may be disclosed under the Disclosure Obligations if Lancaster City Council considers that it is required to do so and/or may be used by Lancaster City Council in accordance with the provisions provision of this ITT.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with Lancaster City Council’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on Lancaster City Council’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained. If required, the appointed supplier will enter into a data sharing agreement in the form required by Lancaster City Council.

## 5. Tender Validity

5.1 Your tender response must remain open for acceptance by Lancaster City Council for a period of 90 days from the Tender Response Deadline. A tender response not valid for this period may be rejected by Lancaster City Council.

## 6. Payment and Invoicing

6.1 Lancaster City Council will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to Lancaster City Council must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for Lancaster City Council must include:

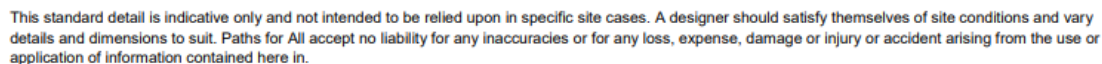
- A description of the good/services supplied is included.
- Lancaster City Council’s Purchase Order number is provided once the contract has been awarded.
- It must be addressed to:  
Sustainable Growth  
Engineering Team  
Lancaster City Council  
PO Box 4  
Town Hall  
Lancaster City Council LA1 1QR



## 7. Specification

- 7.1 The project aims to increase the accessibility of the path for all users. The delivery of the project should keep this as an overarching, guiding principle. No steps may be built as part of this contract. The path will support a creation of a nature reserve area and a community composting scheme.
- 7.2 The existing path is of inconsistent width. Where possible this width should be minimum 1500mm. Where space allows a minimum of one passing point must be provided with a width of 2500m and length of 3000mm.
- 7.3 There should be 3 turning points provided (at the front and back of the gate, as well as at the end of the path). An area of 6000mm x 6000mm should be sufficient to accommodate the gate and associated turning areas mobility scooters either side of the gate.
- 7.4 The path will run along the site along the existing path and have new section of construction to service a community composting area and create a seating area for a picnic table and bench.
- 7.5 The existing path should be retained. It will need to be cleaned off and suitably prepared for laying on new material. New material shall be placed on top of the prepared footpath and properly compacted.
- 7.6 We propose that the new material will comprise of a base course (100 – 150mm thick) and surface (whin dust 6mm to dust), however we will consider alternatives. Your submission can include up to 3 alternatives (total). See Figure 4 for proposed details.
- 7.7 Where new sections of footpath and hardstanding are required, they should be of similar construction, with increased subbase thickness.
- 7.8 The path runs under an established wooded area and a sympathetic approach to working around tree roots is required. Wherever possible tree roots should not be disturbed or damaged. There are portions of the path that may need to be hand dug. There may also be areas where additional fill is needed to raise the level of the footpath. Advice must be taken with Lancaster City Council's Tree Officer prior to site commencement to ensure there is no adverse effect to the trees or their roots. Should branches need to be removed this should also be discussed with the Tree Officer.

1. Stripped turfs and excavated soil to be re-used to form verges and stabilise path edges.
2. Lay path base and surface with drag box if available.
3. Path base and surface to be laid to maximum 1:40 (2.5%) cross fall or minimum 1:50 (2%) camber and compacted to refusal using heavy vibrating roller (minimum 120 type roller recommended).
4. Surface regularity - maximum 10mm gap under 3.0 metre straight edge placed along the base surface and maximum 5mm gap for path surface.
5. Soft spots to be excavated and filled with lower quality sub base e.g. scalings, crusher run, crushed demolition waste.
6. This drawing should be read in conjunction with specification details SPEC/WDP/02. Granular sub base to be produced according to SHW Clause 803.



### Whin Dust Path (Semi Tray Excavation) Standard Detail

Date: 08/06/11
Scale: Not to scale
Drawn by: Technical Officer
Drawing nr: SD/WDP/02

7.9 A short fence and gate will be installed at the front of the path (adjacent to the A6 Scotforth Road) with a suggested minimum 4000mm setback from the road (subject to discussion). The gate should leave sufficient manoeuvring space for mobility support aids and wheelbarrows for the community composting scheme. The gate should have a width of minimum 1500mm to allow access for all and consistency with BS 7509:2006—Gaps, gates and stiles. Latches should be accessible for those with restricted reach e.g. wheelchair users, safe and simple to open and the gate should be a two-way opening gate which is self-closing.



Figure 5: Example easy to open handle (trombone handle) for all users from both sides of the gate.

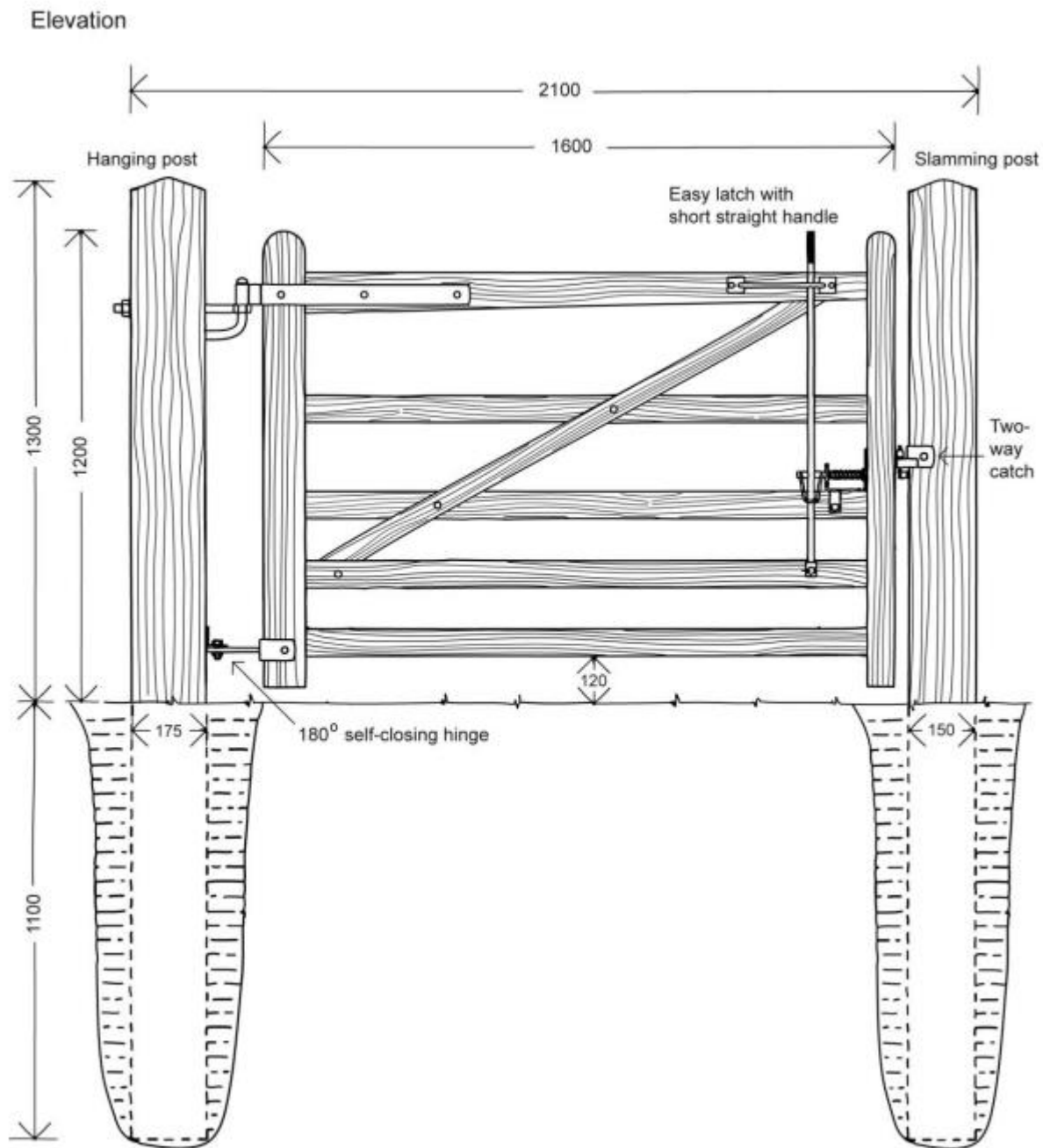


Figure 6: Example spec for two way gate with sufficient width for all users.

- 7.10 Sustainability should be an integral part of purchasing and materials used in the delivery of the footpath improvement.
- 7.11 There are areas of the existing path that suffer from drainage issues. It is suggested that soak aways are created to help drain off the path. There are a minimum of 3No. soakaways required. This could be in the form of a 1000mm by 2000mm by 600mm gravel soak away at a minimum. Proposals for more unique features such as rain gardens to improve the biodiversity offering are welcome. Applicants are welcome to submit up to three pricing schedules with different options.
- 7.12 Submitted proposals should provide a quotation for the delivery of the Uggie Lane Footpath Improvement, including any additional costs in its preparation (for example materials, the carrying out of site survey work, labour, equipment rental or purchase (if required) and meetings with Council Officers). It would be beneficial if each of the costs could be itemised as much as possible in relation to each of the tasks involved (i.e. provide an

indication of costs for site visits). Following the COVID Pandemic and shifts in working practices, it is acknowledged that most meetings can be now held virtually, particularly in the case of project update meetings which should be included within the proposal.

- 7.13 Appropriate health and safety arrangements should be in place prior to and throughout the work period. Appropriate Risk assessments and method statements shall be submitted and approved prior to work commencing on site. The path will be closed during construction and shall be appropriately fenced off to prevent unauthorised access.
- 7.14 Please note that whilst looking to obtain the best value for the Council, the Council is not bound to accept the lowest cost with quality and output of the work being important considerations. Details of the selection and assessment process are set out in Section 13 and Annex 2 of this brief.
- 7.15 You must confirm that you have availability to complete the programme of works by 6 May 2024
- 7.16 Officers will be available on site from 11:30am-1pm on March 28<sup>th</sup> for an optional site visit. Please contact Paul Blakely via the chest to confirm. See section 2 for site location.

#### **8a. Mandatory Requirements / Constraints**

8.1 As part of your tender response, **you must confirm that you meet the mandatory requirements / constraints** (see Annex 4), if any, as set out in Lancaster City Council's specification forming part of this ITT (and shown in 8.2 below). A failure to comply with one or more mandatory requirements or constraints shall entitle Lancaster City Council to **reject a tender response in full**.

8.2 Minimum insurance requirements:

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000)
- public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000)
- employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Evidence of insurance cover will need to be provided in your submission.

#### **8a. Additional information relevant to the tenderer's response**

If TUPE applies to the contract, employee information will be provided separately, once you have provided a confidentiality undertaking in a form approved by the Council.

#### **9. Key background documents and further information**

9.1 Further relevant background documents / information may be provided to potential suppliers as set out below, as an Annex to this ITT and/or by way of the issue of additional documents / links to additional information / documents. Where no such information / documents are provided, this Section of the ITT will not apply.

## 10. Timescales

10.1 Subject to any changes notified to potential suppliers by Lancaster City Council in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date / time
Issue of Contract Notice / availability of ITT documents	19 March 2024
<b>Site Visits – drop in 11.30am to 1pm (optional)</b>	<b>28 March 2024</b>
Deadline for submission of ITT responses by potential suppliers <b>(Tender Response Deadline)</b>	05 April 2024
Contract concluded with winning supplier	10 April 2024
Inception Meeting	15 April 2024
Completion of Project	6 May 2024

## 11 Instructions for Responding

11.1 The documents that must be submitted to form your tender response are listed at Part 2 of Annex 2 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted to using the Chest by the Tender Response Deadline, as set out in the Timescales section of this ITT.

11.2 The following requirements should be complied with when submitting your response to this ITT:

- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses may be rejected by Lancaster City Council.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by Lancaster City Council.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of Lancaster City Council).
- All attachments/supporting documentation should be provided separately to your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses **should be in the format of the relevant requirement's of Lancaster City Council** with your response to that requirement inserted underneath.
- Where any page limits are specified for the tender response (or parts thereof) any information that exceeds the page limit will not be considered by Lancaster City Council.



- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Customer Organisation requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.
- All correspondence should be conducted through the Chest, not by contacting any officer of the Council individually or its agents, suppliers or tenants.

## 12 Clarification Requests

12.1 All clarification requests should be submitted via the Chest's messaging function by the Clarification Deadline, as set out in the Timescales section of this ITT. Lancaster City Council is under no obligation to respond to clarification requests received after the Clarification Deadline or otherwise than via the Chest.

12.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

12.3 Lancaster City Council reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made (subject to the provisions at Section 4).

12.4 Lancaster City Council may at any time request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. Should you not provide supplementary information or clarifications to Lancaster City Council by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

## 13 Evaluation Criteria

13.1 You will have your tender response evaluated as set out below:

**Stage 1:** Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Stage 2. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated. The Council will inform you at the earliest opportunity if this is the case.



**Stage 2:** If a bidder succeeds in passing Stage 1 of the evaluation, then it will have its detailed tender response to Lancaster City Council's requirements evaluated in accordance with the evaluation methodology set out below.

13.2 Scoring Model – Tender responses will be subject to an initial review at the start of Stage 2 of the evaluation process. Any tender responses **not meeting mandatory requirements or constraints (if any) will be rejected in full at this point** and will not be assessed or scored further. Tender responses not so rejected will be scored by an

evaluation panel appointed by Lancaster City Council for all criteria other than Commercial using the following scoring model:

5	<b>Excellent</b> Satisfies the requirement and demonstrates exceptional understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
4	<b>Good</b> Satisfies the requirement with minor additional benefits. Above average demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services. Response identifies factors that will offer potential added value, with evidence to support the response.
3	<b>Acceptable</b> Satisfies the requirement. Demonstration by the Supplier of the understanding and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services.
2	<b>Minor Reservations</b> Satisfies the requirement with minor reservations. Some minor reservations of the Supplier's understanding and proposed methodology, with limited evidence to support the response.
1	<b>Serious Reservations/Non-compliant</b> Satisfies the requirement with major reservations. Major reservations of the Supplier's understanding and proposed methodology, with little or no evidence to support the response.
0	<b>Unacceptable/Non-compliant</b> Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Supplier has the understanding or suitable methodology, with little or no evidence to support the response.

13.3 Award Criteria – Responses from potential suppliers will be assessed to determine the most economically advantages tender using the following criteria and weightings and will be assessed entirely on your response submitted:

Criteria	Weighting
Quality of Similar Projects	20%
Timescales	30%
Experience/Similar projects	20%
Commercial/Price	30%

For details of how these criteria will be assessed in detail and what you are required to demonstrate, please see **Annex 3**.

13.4 Commercial Evaluation – Your “Supplier Price” (as calculated in accordance with requirements of Annex 3 (Pricing Approach) for the goods and/or services will be evaluated by the evaluation panel for the purposes of the commercial evaluation. Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by Lancaster City Council as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by Lancaster City

Council as part of the pricing approach, **Lancaster City Council may reject the full tender response at this point. Lancaster City Council may also reject any tender response where the Supplier Price for the goods and/or services is considered by Lancaster City Council to be abnormally low following the relevant processes set out under the Public Contracts Regulations 2015.** A maximum offer score of 5 will be awarded to the tender response offering the lowest "Supplier Price". Other tender responses will be awarded a mark by application of the following formula:  $(\text{Lowest Supplier Price} / \text{Supplier Price being evaluated}) \times 5$  (rounded to two decimal places) = commercial score.

13.5 Moderation and application of weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores in terms of a percentage of overall tender score will be obtained by applying the relevant weighting factors set out as part of the award criteria table above. The percentage scores for each award criteria will be amalgamated to give a percentage score out of 100.

13.6 The winning tender response – The winning tender response shall be the tender response scoring the highest percentage score out of 100 when applying the above evaluation methodology.

## Annexes

### List of Annexes forming part of this ITT

#### Annex 1 - Terms and Conditions of Contract

JCT Minor Works 2016(uploaded to the Chest)

#### Annex 2 – Schedule of Works – Uggle Lane Improvements

#### Annex 3

When submitting the proposal, please refer to the following criteria:

Number	Criteria	Demonstrated by	Weighting of 100%
1	<b>Quality of Similar Projects</b> Please demonstrate recent relevant experience. Provide evidence of projects completed to Customer satisfaction. From experience, how you will manage a site.	Summaries of two separate projects to similar / comparable assets. To include location, brief summary of works , before and after photographs, cost summaries. Please include client contact details. (max 750 words each).  Drawing on your experience, what working systems you will put in place to manage day to day works? How this has been successful in the past. (max 750 words)	20%
2	<b>Timescales</b>	Submit your outline programme of work in MS Project or similar format.  Please provide a list of suppliers for the necessary materials and confirm adequate material availability within the timescales mentioned.  Confirm availability to complete the programme of works by 6 May 2024	30%
	<b>Experience</b> Please identify the specific staff who would undertake this work, identifying key members of staff and their relevant expertise and experiences	Who will undertake the Project? Please detail senior staff and on-site staff who will be taking the lead in implementing the project. Summarise their relevant experience and qualifications. (max 500 words)  Submit a list of the sub-contractors (if relevant), detailing their organisation name and registered address, and short description of your Organisations working relationship with them and	20%

	<p>Specify any sub-contractors who will be engaged, with evidence of well established relationships.</p> <p>Provide evidence of a reliable supply chain.</p> <p>Submit your outline programme of work in accordance with the specification provided.</p>	their relevant competencies. (max 200 words per Sub-Contractor).	
4	<p><b>Commercial/Price</b></p> <p>Please evidence your approach to costs and your pricing structure.</p>	<p>Please include materials, the carrying out of site survey work, labour, equipment rental or purchase (if required) and meetings with Council Officers etc.</p> <p>It would be beneficial if each of the costs could be itemised as much as possible in relation to each of the tasks involved (i.e. provide an indication of costs for site visits).</p> <p>Applicants are welcome to submit up to three pricing schedules with different options particularly with regard to more innovative, accessibility, sustainability or biodiversity supporting measures.</p>	<b>30%</b>

## Annex 4—Mandatory Requirements

### *Mandatory Information/ Conformity Requirements (uploaded to the Chest)*

Minimum insurance requirements:

- professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000)
- public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000)
- employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000).

Evidence of insurance cover will need to be provided in your submission.