Bath & North East Somerset Council

BATH AND NORTH EAST SOMERSET COUNCIL

Asbestos Management and Sample Testing Services

Tender Document

April 2016

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1.00 Electronic Tender

1.01 The tender for this Asbestos Survey and Sample Testing Services Framework Contract will be an electronic tender utilising the Bath & North East Somerset Council (B&NES) portal www.supplyingthesouthwest.org.uk. To access tender documentation the Contractor shall register on this portal and following registration shall confirm an "Expression of Interest" in submitting a tender.

1.02 The Contractor shall be aware of the following criteria when dealing with electronic tendering:

- The downloading and uploading of documents to and from the portal takes time. The Contractor shall ensure sufficient time is allowed for this purpose.
- The time and date of all portal activity will be the time and date as recorded by the Bath & North East Somerset Council portal clock.
- All questions and clarifications raised by the Contractor **shall be submitted through the portal's "Questions and Answers"**, and the B&NES Service Manager will be advised by e-mail via the portal that there are questions requiring a response.
- Any amendments or clarifications of tender documentation by the Service Manager and answers to questions raised by the Contractor will be issued to the Contractor via the portal. The Contractor will receive an e-mail from the portal advising that there is information to download.
- All tender submissions and tender deliverables shall be submitted via the portal no later than the due date (refer Item 8.01 below).

2.00 Tender Documents

2.01 All Tender Documents are for use in the preparation of the Tender and are confidential and remain the property of B&NES

2.02 The Contractor will be responsible for checking all the information issued with the Framework Tender Documents, and to satisfy himself of its accuracy.
If the Contractor finds omissions from or discrepancies in any of the documents, or is in any doubt as to their meaning, the Contractor shall immediately forward a request for explanation via the tender portal.

2.03 The Tender Documents are to be completed in accordance with the procedures detailed in 8.02 below;

a. The Suitability Core Questions in compliance with the Public Contracts Regulations 2015("the Regulations") as described within Appendix 1
b. Form of Tender and the Deliverables identified;
c. Section 4 - the Pricing Document. The Pricing Document should be based upon the information contained within the Service Information and is required to be submitted in the format provided.

d. Contract Data Part 2 as detailed in Section 2.

2.04 Prices quoted in the tender shall be inclusive of all travel and subsistence costs incurred within the Bath and North East Somerset Authority and Bristol areas;

2.05 Insofar as the Contractor proposes to use staff from outside the BANES region to resource the framework, the prices quoted shall include any necessary travel to and from the Bath and North East Somerset Authority and Bristol areas together with any subsistence costs within these areas;

2.06 Prices quoted in the tender shall be deemed to include all taxes (except VAT) duties, insurance premiums, guarantees or other costs, including all staff costs and overheads, associated with the provision and delivery of the services.

3.00 Entries on Tender Documents

3.01 The Tender Document must be fully completed and hand signed in black ink (to enable photocopies to be reproduced) where required by a person duly authorised to sign contracts on behalf of the Contractor. Electronic signatures via the tender portal will be accepted.

3.02 The Contractor shall not alter the Tender Documents save for their completion and will be deemed to comply entirely with the terms stated herein. If any alteration is made or if these instructions are not fully complied with the Employer may reject the Offer.

4.00 Preparation of Prices

4.01 The Contractor must include due allowance in any rate & price he submits for carrying out the whole of the Services specified and for compliance with all conditions and requirements set out herein.

4.02 The Contractor will be deemed to have satisfied himself as to the sufficiency of any offer he submits and to have included therein all incidental and contingent expenses in order to provide the Service.

5.00 Arithmetical Errors

5.01 In the event of identifiable errors in the computation of the Price the errors will be corrected in accordance with Alternative 2 (Clause 6.3) of the Code of Procedure for Single Stage Selective Tendering April 1996.

6.00 Acceptance

6.01 The Employer does not bind himself to accept the lowest or any Tender.

6.02 No Price shall be deemed to be accepted until Instructions to proceed in accordance therewith are given by the Employer and the Form of Agreement included in Section 2 of the Tender Document has been prepared and executed.

7.00 Miscellaneous

7.01 The Contractor accepts that the Employer shall not be under any liability (contractual or otherwise) in the event that any tender is, through any act or omission of the Employer, its employees or agents not considered, either alone or in conjunction with all other or some other of any tenders submitted and the Employer is under no duty to take reasonable care or otherwise to consider or accept any tender.

7.02 The Employer will not be responsible for or pay for any expenses or losses which may be incurred by any Consultant in the preparation of the tender.

7.03 Contractors in receipt of these documents, whether they submit a tender or not, shall treat the details of the documents as private and confidential. Further, in the event that a Contractor shall for whatever reason fail to submit a tender, he shall advise the Service Manager of his intentions and reasons **via the tender portal**.

8.00 Return of the Priced Project Document and other Tender Deliverables

8.01 The tender documentation shall be returned by the due date via the tender portal in accordance with the instructions contained therein. The tender is to be returned no later than **12.00 hours on 23rd May 2016. It is envisaged that the contract start date will be in June 2016.**

8.02 The completed Framework Tender Document incorporating Appendices where necessary is to include:-

a) Suitability Questions –The questionnaire contained in Appendix 1 must be completed by all organisations submitting a tender;

b) Contract Data Part 2 (see Section 2) including the optional statements.

c) The Pricing Section and Schedule of Rates. The Schedule of Rates should be based upon the information contained within the Service Information and is required to be submitted in the format provided. Prices entered in the Schedule of Rates (see Section 5) are to be fully inclusive of all associated preliminaries costs and the cost of any necessary fees, licences and any other costs associated with obtaining any statutory approvals and consents.

The Contractor is to note that the rates entered into the schedule will be fixed for the term of the contract, and will only be reviewed at the time of contract extension review. The Schedule of Rates is simply a mechanism for obtaining a suitable schedule of rates that will be used, where applicable, to value any works that may be instructed under this Framework. Whilst the overall value when completed will be considered provisional, it is not to be relied upon as being necessarily indicative of the type or value of works that may be instructed.

Where necessary the Schedule of Rates may be updated by the Employer at various times during the contract so as to include additional items of work for the purpose of valuing any subsequent additional works. This process may include incorporating the value of previously agreed Compensation Events, if appropriate, into the Schedule of Rates. Where any adjustment is made to the Schedule of Rates, this will be carried out with the Contractor's agreement.

Where works are required and it is inappropriate to use the Schedule of Rates for the valuation of such work, quotations will be sought from the Contractor for all such work in accordance with the Quotation Procedure set out within Section 3.0 Service Information of this tender document.

d) The Contractor's attention is drawn to the requirement for the submittal of a **Contractor's Plan** which should clearly set out how the Contractor intends to approach and sequence the service requirements of this contract.

e) The Contractor's Plan is to be submitted with the tender and is to include detailed proposals by way of an execution strategy to demonstrate how the Contractor is to provide the Services, in particular the initial Asset Management Survey. In addition, the Contractor's Plan should also address the following:-

- Company Health & Safety policy
- Ability to meet the requirements and criteria as set out by the Service Manager.
- Survey programme, detailing site locations and timescales
- Procedure for assessing competence of sub-contractors and suppliers
- Health & Safety Executive License
- Details of all staff and training records
- Section 3 Service Information
- Methodology for delivering additional works
- Staff management resources and supervision of both the works and key subcontractors
- Handover procedures including any necessary certification on completion of the works.

The Contractor is to note that the information contained in the Contractor's Plan will be considered as part of the quality selection process

f) All other proposals or requirements as set out in the Service Information.

8.3 If required to do so by the Service Manager, the Contractor and any members of his team as required shall attend any clarification meetings to discuss any matters pertaining to the Pricing.

9.00 Tender Review

9.01 All tenders will be reviewed and scored using the Tender scoring Matrix based on both price and quality criteria. The scoring criteria and methodology is as set out within the Tender Scoring Matrix enclosed at Appendix 1 to this document.

9.02 Following evaluation and review of all the tenders submitted, a shortlist of three Consultants will be invited to attend an interview.

10.00 Framework Contract Documents

10.01 The Contract documents will comprise:-

Section 1	Instructions to Tenderers
Section 2	Contract Agreement Contract Data Part 1 Contract Data Part 2 Form of Tender
Section 3	Scope of Services
Section 4	Pricing Document
Appendix 3	List of Properties

10.02 One copy of the Contract documents will be issued to the successful Consultant free of charge. Additional copies may be issued on request but will be charged to the Consultant.

10.02 The Consultant's attention is drawn to the additional contract clauses at Option Z contained in Contract Data Part 1 (Section 2 of the Project Pricing Document).

11.00 Interview

11.01 Following tender submission, the Contractor may be asked to attend an interview with the Council and its advisers. Each Contractor will need to be represented by at least one member of staff who was involved in compiling the tender and one member of staff who would be responsible for managing the contract. **No more than three members of staff should attend.**

11.02 The purpose of the interview will be to clarify the contents and accuracy of the tender as well as the Contractor's proposed methodology for executing the Services.