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Working together

# INVITATION TO TENDER

## Fin Removal from Quay Visitors MSCP

REFERENCE: DN380543

PROCUREMENT PROCEDURE: UK OPEN

<b>Deadline for submission:</b> (UK date and time)	<b>DATE:</b>	21 <sup>st</sup> January 2019
	<b>TIME:</b>	23:30

<b>Status:</b>	ISSUED
<b>Version:</b>	1.00
<b>Date:</b>	06/12/2018

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#### **CLIENT APPENDICES (SUPPLIED SEPARATELY)**

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Appendix A	Specification
Appendix B	Conditions of Contract - Contract Data Part 1
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Appendix C2	JJ4211F – 101 Existing layouts -101
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#### **SUPPLIER RESPONSE DOCUMENTS (SUPPLIED SEPARATELY)**

<b>Supplier Response Document Ref.</b>	<b>Supplier Response Document Title</b>
Part A	Potential Supplier Information
Part B	Not Used
Part C	Not Used
Part D	Not Used
Part E	Not Used
Part F	Mandatory Requirements & Quality Statements
Part G	Undertakings
Part H	Price
Part I	Contract Data Part 2

	<b>GLOSSARY OF KEY TERMS</b>
<b>Authority</b>	means the signatory authority or any successor authority or any legal person or entity appointed by the signatory authority to act for or to replace the signatory authority.
<b>Goods and/or</b>	means the requirements of the Authority as summarised in

<b>Services and/or Works</b>	section 2 Summary of Requirements and fully described in the Specification supplied as a Client Appendix.
<b>Invitation to Tender (ITT)</b>	means this document, inviting Tenderers to submit a Tender.
<b>Regulations</b>	Means The Public Contracts Regulations 2015.
<b>Tenderer</b>	means an organisation that submits a completed Tender in response to this Invitation to Tender document.
<b>You / Your</b>	means the potential supplier completing this document 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 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.

## PROCUREMENT TIMETABLE

Please be aware that these are indicative timescales (with the exception of the deadlines in bold below) and may be subject to change.

UK Open Timetable	
Activity	Target Date
Invitation to Tender issued	06/12/2018
Deadline for the Authority supplying additional information	15/01/2019 by 14:00
<b>Deadline for submission of tenders</b>	<b>21/01/2019 by 23:30</b>
Evaluation of written submissions completed	w/c 28/01/2019
Preferred bidder meeting	w/c 28/01/2019
Contract formally awarded	w/c 28/01/2019
Commencement of the contract	04/02/2019
The successful tenderer must be available from contract award to commence the contract mobilisation as detailed in the tender documents.	

## **1. INTRODUCTION**

### **1.1. INTRODUCTION**

Quay Visitors Multi Storey Car Park is on Castle Street, Poole. The postcode for the site is BH15 1BG.

The works comprise the removal of concrete fins from the western external elevation of the carpark (over the vehicle entry and exits)

## **2. SUMMARY OF REQUIREMENTS**

The works comprise the removal of concrete fins from the western external elevation of the carpark (over the vehicle entry and exits).

A full Specification of the requirement is set out in client Appendix A – Specification.

Please read the Contract and Specification thoroughly as they are documents against which your responses will be evaluated.

### **2.1. LOTTING STRATEGY**

Lots are not used in this procurement.

### **3. INFORMATION FOR TENDERERS**

In submitting Supplier Response Documents in response to this Invitation to Tender, Tenderers agree to behave as described throughout this Invitation to Tender. In the event of any breach of the conditions of tendering the Authority shall be entitled to reject the Tenderer forthwith and to claim from the Tenderer any wasted costs or losses directly arising from the breach. In the event of any material breach of the terms of this Invitation to Tender which occur or which are discovered after a legal contract has been made the Authority shall be entitled to claim from the Tenderer damages for breach of contract or any other legal remedy open to it including termination of any contract.

#### **3.1. ACCURACY OF INFORMATION**

Information supplied by the Authority (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Authority cannot accept responsibility for any inaccurate information obtained by Tenderers.

Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers via the discussions feature of our procurement portal at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

#### **3.2. COMMUNICATION OF INFORMATION**

Any information relating to the Authority and supplied by the Authority or otherwise acquired by you in connection with this ITT shall be kept by you in strictest confidence and on trust not to disclose it to any person except that such information may be disclosed so far as is necessary for the purpose of obtaining information and quotations i.e. Bond / Guarantee (where necessary) for the preparation and submission of this tender.

Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover required for the purpose of the tender.

No part of this document may be produced or transmitted in any form or by any means without prior written approval of the Authority.

The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.

#### **3.3. COSTS OF TENDERING**

The Authority shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations or by any Tenderer who fails to respond by the deadline set.

#### **3.4. TUPE**

3.4.1. The Authority does not believe that TUPE is applicable to this contract opportunity however Tenderers must satisfy themselves on any liability under TUPE.

### **3.5. CANVASSING**

Tenderers must not, in connection with this Invitation to Tender:

- 3.5.1. offer any inducement, fee or reward to any member or officer of the Authority; or
- 3.5.2. do anything which would constitute a breach of the Bribery Act 2010; or
- 3.5.3. canvass any of the persons referred to in CANVASSING in connection with the Contract; or
- 3.5.4. contact any member or officer of the Authority (except as authorised by this Invitation for the purpose of asking genuine questions about the process or the tender) about any aspect of the proposed Contract or for soliciting information in connection therewith.

### **3.6. FREEDOM OF INFORMATION ACT**

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Tenderers should state in their Supplier Response Documents if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the act. Tenderers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but it will be examined in the light of the exemptions provided in the act.

It is important to note that information may be commercially sensitive for a time, for example, during a tender process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Tenderers should note that no information is likely to be regarded as exempt forever.

### **3.7. PUBLIC RIGHTS OF AUDIT**

The Local Audit and Accountability Act 2014 abolished the Audit Commission and the Accounts and Audit Regulations 2015 established new arrangements for the audit and accountability of local public bodies in England. Section 3 of the 2014 Act requires a relevant authority to keep adequate accounting records and to prepare a statement of accounts. Section 25 requires a relevant authority to make various documents available for inspection to local electors. The Authority's records include contracts that the Authority has with its suppliers. Tenderers should note that any contract awarded at the conclusion of this procurement may be disclosed to a member of the public during the audit period. The Authority will take reasonable steps to ensure that data falling within the ambit of the Data Protection Act 1998 or General Data Protection Regulations and any information likely to prejudice commercial interests or other material which falls within an exemption provided under the Freedom of Information Act 2000 is not disclosed.

### **3.8. GOVERNMENT TRANSPARENCY INITIATIVE – PUBLICATION OF TENDER DOCUMENTS AND CONTRACTS**

The Government has set out the need for greater transparency across public sector organisations to enable the public to hold public bodies and politicians to account. As part of this initiative Government requires local authorities to publish on line all tender documents for new contracts valued over £5,000 and the resulting contracts. Tenderers

applying for this Contract should be aware that if their tender is successful information about the resulting contract will be published and the documents made available to those requesting them. In some cases, limited redactions will be made.



## 4. INSTRUCTIONS FOR TENDERERS

### 4.1. TENDER ENQUIRIES / QUESTIONS

During the tender period Tenderers must seek to eliminate ambiguity by asking questions. Beware that if you make an assumption that leads you to submit a “qualified tender” then the risk that such tender will be rejected is increased as the Authority reserves the absolute right to reject a qualified tender.

All questions and requests for clarification regarding this Invitation to Tender must be submitted in writing using the messaging feature of our procurement portal at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

A copy of all the questions and answers will be maintained and distributed periodically to all recipients to the Invitation to Tender.

If a Tenderer expresses that the question is confidential and the Authority believes in its absolute discretion that the response to the question is of sensitive or confidential nature, it will only be sent to the Tenderer who asked the question.

The Authority will endeavour to circulate a complete list of answers to all questions up to the *deadline for the Authority supplying additional information* detailed in the *Procurement Timetable*. Questions received after this date will not be answered.

### 4.2. DOWNLOADING SUPPLIER RESPONSE DOCUMENTS

Supplier Response Documents must be downloaded for completion electronically via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

Note that this system requires that you operate Internet Explorer v11 or more recent or Google Chrome.

### 4.3. COMPLETING SUPPLIER RESPONSE DOCUMENTS

Do not make any changes to the text, formatting or numbering of the Supplier Response Documents supplied to you except insofar as you are completing response fields. Supplier Response Documents will be evaluated on the basis that no changes have been made.

Organisations wishing to tender must complete all of the procurement documents prefixed “*Supplier Response Document – Part*”. The following table presents the names of the Supplier Response Documents provided to you and the file-naming convention that you are required to follow prior to submission:

DOCUMENT NAME	FILE-NAMING CONVENTION
Supplier Response Document – Part A – Potential Supplier Information	<i>Suppliers Name – Part A – Potential Supplier Info</i>
Supplier Response Document – Part F – MRs & Quality Statements	<i>Supplier’s Name – Part F – MR QS</i>
Supplier Response Document – Part G – Undertakings	<i>Supplier’s Name – Part G – Undertakings</i>
Supplier Response Document – Part H – Price	<i>Supplier’s Name – Part H – Price</i>
Supplier Response Document – Part I - Contract Data Part 2	<i>Supplier’s Name – Part I - CD Part 2</i>

Note that it is your responsibility to ensure that all parts of your tender documentation are completed and submitted as described in this Invitation to Tender, and signed and dated where required. The Authority is not obliged to consider any tender which is incomplete or not prepared or not submitted in accordance with instructions.

Responses must be written in English language. Prices must be presented in GBP, exclusive of VAT, but inclusive of all other costs where not stated in Supplier Response Document – Part H - Price.

When completing Supplier Response Document - Part F – Mandatory Requirements & Quality Statements, you MUST ensure that you are silent on Price. Your responses to Quality Statements must not refer to any sum or part sum submitted in Price (Part G or Part H) of the Supplier Response Documents. Beware: Do not combine Supplier Response Documents into a single PDF. Failure to observe this instruction may result in your submission being disqualified.

#### **4.4. VARIANTS**

Variants / variant tenders are not permitted.

#### **4.5. SUBMITTING SUPPLIER RESPONSE DOCUMENTS**

Tenderers must upload and submit Supplier Response Documents electronically via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk). Note that you must *upload* your documents and then *submit* your documents. Note that if you *upload* your documents but fail to “*Submit*” them then the Authority will not receive them.

Submitted Supplier Response Documents must be readable with MS Office 2010 or Adobe.

Do not submit any information that is not requested in this document. Only submit the documents listed above in 4.3 COMPLETING SUPPLIER RESPONSE DOCUMENTS and any other documents directly requested. Files must be named in accordance with the file naming convention set out in 4.3 COMPLETING SUPPLIER RESPONSE DOCUMENTS.

Electronic submission of all required documents via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) is mandatory. This should include electronic signatures, where tenderers have the capability. Where electronic signatures are not possible, scans of supplementary documentation and/or relevant signature pages may be submitted, accompanied by a covering memo on company letterhead.

The Authority will make reasonable efforts to open your document(s) however if they cannot be opened then document(s) may be excluded.

Tenders submitted after the deadline for submission will be rejected unless clear electronic proof of submission within the time allowed is available. The Authority's decision on whether clear proof of submission has been provided will be final.

Tenders must not be submitted except via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

#### **4.6. TENDER ACCEPTANCE PERIOD**

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 6 months from the return date.

The Authority may seek clarification from Tenderers at any time during the procurement process.

#### **4.7. MEETING BEFORE AWARD OF CONTRACT**

Prior to award of contract you may be required to attend a pre-contract meeting at preferred-bidder status to discuss the practical details of operating the contract.

#### **4.8. SELECTION OF TENDERER**

Upon conclusion of the evaluation, the scores for 'price' and 'quality' will be combined, and the Tenders ranked accordingly.

The Tenderer to be offered the Contract will be advised accordingly via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk). Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation methodology described herein.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

#### **4.9. ACCEPTANCE OF TENDER**

The Authority does not bind itself to accept the lowest or any tender, and reserves the right to accept a tender in part.

The award to the successful Tenderer is subject to the formal approval process of the Authority. Until all necessary approvals are obtained; no contract will be entered into.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Authority and the successful Tenderer. A letter of award sent by the Authority will be evidence of a binding legal contract between the Authority and the Tenderer.

#### **4.10. NUMBER NOT USED**

## **5. CONDITIONS OF CONTRACT**

The applicable terms and conditions of contract are NEC 3 Option A (with amendments). Contract Data Part 1 is provided as client Appendix B. Contract Data Part 2 is to be submitted as Supplier Response Document Part I.

The applicable terms and conditions of contract are provided as client Appendix B: NEC 3 Option A

These are attached as a separate document within [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk).

In the absence of a formal document signed by the Authority and the successful Tenderer to any agreement and setting out the terms of the agreement between them, and for as long as such absence persists, then the acceptance of the Tenderer's written tender shall itself constitute a binding agreement between the Authority and the successful Tenderer, the terms of which unless amended by agreement between the Authority and the successful Tenderer shall be the Terms and Conditions as referenced above and the prices and operational proposals set out by the Tenderer in their tender.

## 6. EVALUATION

In order to be transparent, and in order that Tenderers fully understand how their Supplier Response Documents will be evaluated, full details of the evaluation process are described below. Should any Tenderer not understand any element, they should in first instance make contact with the Authority as described in 4.1 TENDER ENQUIRIES / QUESTIONS.

### 6.1. SCORING

Each scored question will be scored with reference to the scoring table set out below. Each response will be scored a point 0 to 10, whole numbers only, 0 being the lowest and 10 being the highest. Scores shall be awarded as follows:

<b>Score 0</b>	No Response	No response	<b>Weak</b>
<b>Score 1</b>	Extremely Weak	Very poor proposal/response, does not cover all of the associated requirements, major deficiencies, unrealistic or impossible to implement and manage. No relevant detail proposed	
<b>Score 2</b>	Very Weak	Poor proposal/response, only partially covers the requirements, deficiencies in detail apparent, difficult to implement and manage. Little relevant detail proposed	
<b>Score 3</b>	Weak	Mediocre proposal/response, with minor deficiencies either in thinking or detail, problematic to implement and manage. Significant detail missing	
<b>Score 4</b>	Fair - Below Average	Proposal/response partially satisfies the requirements, with small deficiencies apparent, needs some work to fully understand it. Some useful detail provided	<b>Fair - Good</b>
<b>Score 5</b>	Fair - Average	Satisfactory proposal/response, would work to deliver all of the Authority's requirements to the minimum level	
<b>Score 6</b>	Fair - Above Average	Satisfactory proposal/response, would work to deliver the majority of the Authority's requirements to the minimum level with some evidence of where the Participant could exceed the minimum requirements	
<b>Score 7</b>	Good	Good proposal/response that convinces the Authority of its suitability Response slightly exceeds minimum the requirements	
<b>Score 8</b>	Strong	Robust proposal/response, exceeds minimum requirements, including a level of detail or evidence of original thinking which adds value to the bid	<b>Strong - Excellent</b>
<b>Score 9</b>	Very Strong	Proposal/response well in excess of expectations, with a comprehensive level of detail given including a full description of techniques and measurements employed	
<b>Score 10</b>	Outstanding/ Excellent	Fully thought through proposal/response, which is innovative and provides the reader with confidence of the suitability of the approach to be adopted	

The evaluation manager is responsible for ensuring that each evaluator is able to justify their scores. Scores for each question are assessed for variance from the most often occurring score for that question. If the variance is significant then the evaluator will be challenged and required to justify their score. If a score cannot be justified to the satisfaction of the evaluation manager then the score will be moderated up or down. This process is called moderation. The moderated score for a given question is taken as the final score for the given question response.

Pass Score(s) may be used to ensure a minimum level of quality across one or more criteria. Where applicable the Pass Score(s) will be applied to the final score(s) for the applicable question response(s) - i.e. following moderation. If a Tenderer fails to achieve any Pass Score then the Tender will be rejected and discounted from further evaluation.

**6.2. NUMBER NOT USED**

**6.3. NUMBER NOT USED**

**6.4. NUMBER NOT USED**

**6.5. NUMBER NOT USED**

**6.6. EVALUATION OF INVITATION TO TENDER**

The following quality and price weightings will be used to determine the most economically advantageous tender (MEAT):

- Quality 40 %: (Technical merit, aesthetic and functional characteristics of the solution offered)
- Price 60 %: (Total overall costs, taking into account tendered prices and any on-going support and maintenance costs for the contract period)

Please note that throughout the evaluation process, the right is reserved to seek from Tenderers clarification at any stage as an aid to fully understand their offers.

**6.7. QUALITY 40 %**

Quality is the subject matter of Supplier Response Document - Part F.

Quality will be evaluated in successive stages as follows:

- Quality Evaluation Stage 1 - Mandatory Requirements
- Quality Evaluation Stage 2 - Quality Statements - Scored

Quality Evaluation Stage 1 - Mandatory Requirements

Quality Evaluation Stage 1 will be completed before Quality Evaluation Stage 2 is commenced.

Mandatory Requirements: These requirements are MANDATORY and MUST be met by Tenderers.

If the Tenderer has failed to meet any of the Mandatory Requirements then the Tender will be rejected and discounted from further evaluation.

If the Tenderer meets all of the Mandatory Requirements then evaluation will continue as described below.

Tenderers are required to respond to Mandatory Requirements by answering yes or no to the Mandatory Requirements in Supplier Response Document - Part F - Mandatory Requirements & Quality Statements.

No.	Quality Criteria: Mandatory Requirement	Evaluation Type
MR1	Economic and Financial Standing	Pass / Fail
MR2	Wider group	Pass / Fail
MR3	Insurance	Pass / Fail
MR4	Financial Risk	Pass / Fail
MR5	Equality and diversity	Pass / Fail

#### Quality Evaluation Stage 2 - Quality Statements - Scored

Tenderers are required to provide an answer to all Quality Statements set out in Supplier Response Document – Part F - Mandatory Requirements & Quality Statements. Your answers will explain how you will meet the Authority’s requirements.

Quality will be evaluated by the Authority based on Tenderers responses to the Quality Statements set out in Supplier Response Document – Part F - Mandatory Requirements & Quality Statements. In evaluating the responses to the Quality Statements the evaluation panel will use their reasoned professional judgement to award scores that reflect the merits of each response.

Each scored question will be scored with reference to 6.1 SCORING.

Pass Scores and Weightings will be applied to scores with reference to the following table:

No.	Quality Criteria: Project Specific – Scored	Evaluation Type	Pass Score	Weighting (%)
QS1	References	Scored	N/A	5%
QS2	Management and Supervisory Structure	Scored	N/A	15%
QS3	Method Statement	Scored	N/A	30%
QS4	Quality Control	Scored	N/A	15%
QS5	Programme	Scored	N/A	20%
QS6	Environmental Issues	Scored	N/A	15%
		<b>Total</b>		<b>100%</b>

The highest total score for Quality will be awarded the maximum 100%. All the other tenderers’ Quality scores will be given a % score relative to the highest. This will be done for each tenderer by dividing their Quality score by the highest Quality score, multiplying by 100 and the resulting score is multiplied by the Quality weighting of 40 %. This will give a score for each tenderer relative to the highest scoring tenderer.

#### **6.8. PRICE 60 %**

Price evaluation will consider total overall costs, taking into account tendered prices and any on-going support and maintenance costs for the contract period. Price evaluation will include sensitivity analysis where appropriate.

The lowest tendered price will be awarded the maximum 100%. All the other returned tender prices will be given a % score relative to that. This will be done for each tenderer

by dividing the lowest tendered price by the tenderer's tendered price, multiplying by 100 and then multiplying the product by 60 %. This will give a score for their tendered price relative to the lowest.

Contract Data Part 2 will be evaluated alongside price.

#### **6.9. COMBINING WEIGHTED SCORES TO REACH A FINAL WEIGHTED SCORE**

The weighted scores for the following will then be combined to identify the tenderer with the highest combined Final Weighted Score:

- Quality (written submission) 40 %
- Price 60 %

The tenderer with the highest combined Final Weighted Score will be confirmed as the preferred tenderer.