

Invitation to Tender for Climate Adaptation Scilly – Coastal Defence Works



Council of the Isles of Scilly

A strong, sustainable and dynamic island community

**INVITATION TO TENDER FOR
Climate Adaptation Scilly – Coastal Defence Works**



REFERENCE NUMBER

CIOS Contract Notice Reference Number:

5th October 2021

DATE OF ISSUE

5/10/2021

Advertised

<https://www.contractsfinder.service.gov.uk/Notice/>

<https://www.scilly.gov.uk/business-licensing/contracts/current-contract-opportunities>

OJEU Open procedure

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Supplementary Documents

Annex A: Standard Selection Questionnaire including spreadsheet

Data_for_Economic_Financial_standing.xlsx (to complete, sign and return with tender)

Annex B: Specification (provided as further information for the tender)

Annex C: Certificate of Bona Fide Tender (to complete, sign and return with tender)

Annex D: Expression of Interest Proforma (to complete, sign and return as soon as possible)

Annex E: Pricing Document (to complete, sign and return with tender)

<u>Contract Opportunity Summary</u>			
Contract Name:	Climate Adaptation Scilly – Coastal Defence Works	Date of Issue of procurement documents:	8/10/2021
Our Contract Ref:	211001_CAScilly	Clarifications Period	11/10/21 to 1700 29/10/21
Contract Type:	Civil coastal works	Tender Return Date/Time	1700 12/11/2021
CPV Codes:	45243000 Coastal defence works 45243500 Sea defences construction works 45243400 Beach consolidation works	Evaluation Period	15/11/2021- 19/11/2021

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Place of Delivery:	Isles of Scilly	Contract Award Decision Notices circulated to Tenderers	22/11/2021
Estimated Contract Value:	£2.18 million	Standstill Period	10 days
Tender Type:	Sub-threshold Open Tender	Earliest Date Contract Awarded	7/12//2021
Tender Response Requirement	Quality response D1 – D4 Price Response D5 Annex A: Standard Selection Questionnaire and spreadsheet Data_for_Economic_Financial_standing.xlsx Annex C: Certificate of Bona Fide Tender Annex E: Pricing Document	Anticipated Contract Commencement:	8/12/2021
Quality/Price Ratio:	Quality 60% Price 40%	Anticipated Contract Completion	December 2022 (including O&M period)

Section A: Introduction

A.1 The Council of the Isles of Scilly (the "**Authority**") is looking for a single provider (although consortium bids are welcome) to be appointed for the Climate Adaptation Scilly Coastal Defence Works contract, as specified in the Authority's Contract Notice Reference Number: Climate Adaptation Scilly – Coastal Defence Works.

A.2 This project has the potential to exceed OJEU works contract thresholds and is being procured under the open tender process. As a consequence of the estimated value of the contract this procurement is subject to the full extent of the Public Contract Regulations 2015 ("PCR 2015").

A.3 Section B provides the Background to the Project.

A.4 Section C contains the Instructions to Tenderers and sets out the conditions of this ITT.

A.5 Section D provides the questions to which Tenderers must respond, details on the required response format and the evaluation process. There is also a checklist of additional certificates to complete and sign.

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- A.6 Section E contains the Scope of Services including the Specification for the works and supplies required by the Authority.
- A.7 Section F contains the draft contract that the successful Tenderer will enter into with the Authority.
- A.8 Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the requirements set out in this ITT. Non-compliant Tender Responses may be rejected by the Authority. Tender Responses which are deemed by the Authority to be fully compliant will proceed to evaluation. These will be evaluated using the selection criteria and weightings detailed in Section D.
- A.9 Following evaluation of the Tenders, the Authority will undertake all necessary due diligence checks, including those relating to the successful Tenderer's response to Appendix A: Standard Selection Questionnaire to ensure that information has been provided and minimum requirements (such as relating to a Tenderer's economic and financial standing) are met. Subject to passing these due diligence checks and meeting the minimum standards set out in this ITT, the Authority intends to award the contract to the highest-scoring Tenderer. In the event that the highest-scoring Tenderer is deemed to be non-compliant in that it does not meet the minimum requirements set out in this ITT, the next high-scoring Tenderer will be the successful Tenderer.

Section B: Background

- B.1 The Council of the Isles of Scilly can claim that it is unique in terms of its geographical isolation, its constitution, history and community and in terms of the broad range of services that it delivers. The Authority has responsibility for the provision of children services, adult social care, housing, waste management, recycling, fire services, highways, environmental health, planning and development, registration of births, marriages and deaths, tourism, coastal-defences, sea fisheries, transport, health overview, health and safety and emergency planning. A complete catalogue of services would give a list of more than 100 services provided to this remote island community. The Authority also operates St Mary's Airport, central to the local economy and the 10th busiest regional passenger airport in the United Kingdom.
- B.2 The Authority has an important role as a focus for the Islands' community and has a significant role as a community leader. It is at the centre of the sustainable development of this unique Island Community and works closely with partners to ensure a sustainable and vibrant community.
- B.3 The Authority is a major employer. Many Authority officers and other employees have multiple roles to try and ensure the lowest possible unit cost on staffing.
- B.4 The Isles of Scilly, situated 28 nautical miles south west of Land's End, Cornwall, are a group of approximately 200 low-lying granite islands and rocks. The 2011 Census identifies the resident population on Scilly as 2,203, with the majority living on St Mary's. Most of these live within the administrative centre of Hugh Town. In addition,

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there are small, though significant, communities on 4 of the off-islands of St Agnes, Bryher, Tresco and St Martin's. The population remains stable but is aging rapidly as the young leave for the mainland in pursuit of further education, jobs and homes and the elderly retire to the islands. Issues of access and social exclusion are acutely felt here.

- B.5 The exceptional quality of the islands' environment reflects its designation as an Area of Outstanding Natural Beauty (AONB), Conservation Area and Heritage Coast. The Conservation Area and the AONB boundaries are coincidental and cover the entire archipelago. In addition, there are 27 Sites of Special Scientific Interest, 236 Scheduled Ancient Monuments, 128 listed buildings (4 Grade 1 and 8 Grade 2*), a Special Area of Conservation (EU Habitats Directive) and a Special Protection Area (EU Birds Directive).
- B.6 The economy of the islands is dominated by tourism which leads to significant under employment on the islands. The potential for career development and higher paid jobs is currently limited. Our young people are not exposed on a daily basis to the range of employment, social and cultural opportunities available in the wider world.
- B.7 Additional general information about The Council of the Isles of Scilly can be found on www.scilly.gov.uk. A more detailed brief of the project can be found in the specification at Section E of this ITT. The Authority shall actively manage the resulting key contract activities including contract review meetings; KPI management and analysis of management information.

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Section C: Instructions to Tenderers

General

- C.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact Keith Grossett, Senior Officer: Capital Development and Procurement by e-mail at procurement@scilly.gov.uk if you have any doubt as to what is required or will have difficulty in providing the information requested.
- C.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. Participation in the tender process automatically signals that the Tenderer accepts the terms and conditions of participation detailed in this ITT.
- C.3. All documentation issued in connection with this Invitation to Tender (ITT) shall remain the property of the Authority and/or as applicable relevant Other Contracting Bodies (OCB) and shall be used only for the purpose of this procurement exercise. All information shall be either returned to the Authority or securely destroyed by the Tenderer (at the Authority's option) at the conclusion of the procurement exercise.
- C.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of this ITT.
- C.5. The Tenderer shall not make contact with any other employee, agent or consultant of the Authority or any relevant OCB who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.
- C.6. The Authority shall not be committed to any course of action as a result of:
- C.6.1 issuing this ITT or any invitation to participate in this procurement exercise
 - C.6.2 an invitation to submit any response in respect of this procurement exercise
 - C.6.3 communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - C.6.4 any other communication between the Authority and/or any relevant OCB (whether directly or by its agents or representatives) and any other party.
- C.7. As a condition of participating in this procurement process, Tenderers accept and acknowledge that by issuing this ITT, the Authority shall not be bound to accept any Tender and reserves the right not to conclude an Agreement for some or all of the services for which Tenders are invited and may abandon the procurement process without any liability to Tenderers. Tenderers should note that the budget available to

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the Authority is not flexible and cannot be extended. Tenderers should note that any compensation events that increase costs will require reduction in budget elsewhere in the project to fit within the funding available. Tenderers should be aware that no contractual relationship shall exist or be construed as existing between the Authority and the successful tenderer until such time as the contract connected with this tender is duly executed and/or signed. Any works undertaken by the successful tenderer in the period between notification of award and the signing of the contract shall be considered as being at the tenderer's risk.

C.8. The Authority reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise. The Authority will not reimburse Tenderers for any expenses or costs incurred for any reason in preparing their Tender Responses or in connection with taking part in this procurement process and this condition will continue to apply up to the Authority's execution of contracts following its selection of a preferred Tenderer. The Authority will not reimburse any costs of participation in the event that it abandons this procurement process at any stage prior to contract execution.

Confidentiality

C.9. Subject to the exceptions referred to in paragraph C10, the contents of this ITT are being made available by the Authority on condition that:

C.9.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the "**Information**") as confidential, save in so far as they are already in the public domain

C.9.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen

C.9.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

C.9.4 Tenderers shall not undertake any publicity activity within any section of the media.

C.10. Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

C.10.1 this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

C.10.2 the Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or

C.10.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it; or C.10.4 the Tenderer is legally required to make such a disclosure.

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- C.11. In paragraphs C9 and C10 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- C.12. The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the Contract documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs C13 to C17 below).
- C.13. Tenderers should be aware that the Authority is required to disclose certain information relating to this procurement process in compliance with the local Government Transparency Code 2015. This information will include, but may not be limited to, all payments to contractors for more than £500, details of any invitation to tender over £5,000 and any contract (regardless of whether this is a formal contract document or not) entered into by the authority over £5,000. This information will be declared on the Council of the Isles of Scilly website. For further information regarding the requirements of the Local Government Transparency Code 2015 tenderers are directed to:

<https://www.gov.uk/government/publications/local-government-transparency-code2015>.

Freedom of Information

- C.14. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the "FoIA"), the Authority may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the to the Authority.
- C.15. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
- C.15.1 Clearly identify such information as commercially sensitive
 - C.15.2 Explain the potential implications of disclosure of such information; and
 - C.15.3 Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- C.16. Where a Tenderer identifies information as commercially sensitive, the Authority will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from

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disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information

marked ‘confidential’ or “commercially sensitive” will not be disclosed. The decision as to which information will be disclosed is reserved to the Authority at its absolute discretion, notwithstanding any consultation with Tenderers.

C.17. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Authority and the Tenderer should not attempt to answer the request without first consulting with the Authority.

Tender Validity

C.18. Your Tender shall remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

Timescales

C.19. Set out below is the proposed procurement timetable. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
8 October 2021	ITT to be issued to Tenderers by the Authority
11 October 2021	Clarification period opens
17:00 on 29 October 2021	Clarification period closes
17:00 on 12 November 21	Closing date and time for receipt by the Authority of Tenderer Responses to the ITT
15-19 November 21	Evaluation of ITT Responses
22 November 21	Contract Award Decision Notices circulated to Tenderers
6 December 21	Earliest possible contract award date following 10-day mandatory standstill period
7 December 21	Anticipated contract commencement and material supply period begins
3 January 2022	Anticipated commencement of works on Isles of Scilly

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Authority's Contact Details

- C.20. Unless stated otherwise in this ITT or in writing from the Authority, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the designated Authority contact named in paragraph C.1 above.
- C.21. All communications should be clearly headed **Invitation to Tender for Climate Adaptation Scilly – Coastal Defence Works Contractor** and include the name, contact details and position of the person making the communication.
- C.22. Requests for Tender clarifications must be submitted in accordance with the procedure set out in paragraphs C49 to C55 – Queries Relating to Tender.

Expressions of Interest, access to plans and intention to Submit a Tender

- C.23. Tenderers should complete and return as soon as possible the Expression of Interest pro-forma included in the tender pack indicating their interest in the tender process. The purpose of this pro-forma is to make the Authority aware of an organisation's intention to submit a Tender Response such that the organisation will receive any clarification question responses or updates in respect of the procurement process. Where a Tenderer does not submit an expression of interest and the Authority is unaware of the intentions of the Tenderer with regard to the tender process, the Authority accepts no responsibility for a Tenderer being unaware of any clarifications, information releases or other changes to the tender process as a consequence of a failure to provide the required contact details. In addition to direct contact between the Authority and parties that have expressed an interest, the authority will periodically update its website (www.scilly.gov.uk/business/contracts) with any information or changes to the procurement documents but it will remain the responsibility of tenderers to ensure that they have kept up to date with changes in the process. Completed Expressions of Interest should be sent as soon as possible to procurement@scilly.gov.uk

Given the size and complexity of the procurement documentation, all plans, drawings and tender documentation will be held on a SharePoint site. Tenderers will receive access to this site and also folders for the uploading of tender responses on receipt of a completed Expression of Interest form to procurement@scilly.gov.uk

- C.24. In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate in an email to procurement@scilly.gov.uk the reasons why they do not wish to participate further.

Preparation of Tender

- C.25. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable

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for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process regardless of whether the Authority exercises its right to discontinue or abandon the process prior to contract execution.

- C.26. Tenderers are required to complete and provide all information required by the Authority in accordance with the Invitation to Tender. Failure to comply with the terms and conditions set out in this Invitation to Tender may lead the Authority to reject a Tender Response.
- C.27. The Authority relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- C.28. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

Submission of Tenders

- C.29. The Tender must be submitted in the form specified in the Instructions to Tenderers in Section D. Failure to do so may render the Response non-compliant and it may be rejected.
- C.30. The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders and will communicate any such extension to all Tenderers at the same time.
- C.31. Any extension granted will apply to all Tenderers.
- C.32. Tenderers must submit one electronic copy of their Tender including both the priced and unpriced version of the submission with narratives in Microsoft Word or compatible equivalent and financial details in Microsoft Excel or compatible equivalent. PDF versions are acceptable but should accompany a version submitted in a Microsoft Word compatible submission.
- C.33. All text should be single line spaced, in Arial with a minimum size 11 font and signed by the Tenderer's authorised representative.
- C.34. In line with Government objectives to achieve ISO14001:2004 (Environmental Management Systems), the Authority asks that you do not include any of the following with your Tender:
- C.34.1 Any extraneous information that has not been specifically requested in the ITT

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- C.34.2 Any sales literature
- C.34.3 Tenderers' standard terms and conditions, as this information will not be reviewed or evaluated.
- C.35. The Tender and any documents accompanying it must be in the English language.
- C.36. Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. The basis of any conversion from one currency to another must be clearly identified within the tender. This should include the exchange rate that has been used, the source of the exchange rate and the date on which the exchange rate was correct.
- C.37. Tenders must be returned by email to procurement@scilly.gov.uk by no later than **17:00 on 29 October 2021**. The email should be titled "Tender for Climate Adaptation Scilly – Coastal Defence Works". Emails sent to any other address within the Authority will not be accepted. Responses received after this date will not be accepted unless irrefutable proof is provided by the tenderer that the tender was dispatched prior to the closing time and date. It is therefore recommended that sufficient evidence of the time and date of dispatch is retained by the tenderer to assist the Authority in its determinations where there is a possibility that a late delivery might occur. The Authority will consider the evidence provided by the tenderer but any decision relating to the late delivery of a tender will be made at the sole discretion of the Authority.
- C.38. Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be retained in a secure environment, unopened until the opening date.
- C.39. The Authority does not accept responsibility for the premature opening of Tenders that are not submitted in accordance with these instructions.

Canvassing

- C.40. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any relevant OCB or any of its officers or members concerning the establishment of the Agreement or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender or otherwise attempts to distort competition or seek an undue advantage in the procurement will be disqualified.

Disclaimers

- C.41. 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.
- C.42. Neither the Authority, nor any relevant OCBs nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

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- C.42.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- C.42.2 accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them 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.
- C.43. Any persons considering making a decision to enter into contractual relationships with the Authority and/or, as applicable, relevant OCB following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and/or, as applicable, relevant OCB and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraphs C49 to C55 of this Invitation to Tender.
- C.44. Any Agreement concluded as a result of this ITT shall be governed by English law.

Collusive Behaviour

C.45. Any Tenderer who:

- C.45.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- C.45.2 communicates to any party other than the Authority or, as applicable, relevant OCB the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- C.45.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- C.45.4 enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- C.45.5 offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission; or
- C.45.6 colludes with any party with the objective of distorting the outcome of the tender process,

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shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

No Inducement or Incentive

C.46. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other contractual agreement.

Acceptance and Admission to the Agreement

C.47. The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Tenderer (notification of a successful tender), the Tenderer will within 30 days of being called upon to do so by the Authority execute the Agreement in the form set out in Invitation to Tender pack or in such amended form as may subsequently be agreed. Tenderers are reminded that no contractual relationship shall exist as a consequence of the notification and that until such time as a formal contract has been entered into by both parties i.e., the contract is formally signed and/or executed, that any operations undertaken by the tenderer are at their own risk

C.48. The Authority shall be under no obligation to accept the lowest or any Tender.

Queries Relating to Tender

C.49 To ensure fair, competitive tendering, it is essential that the tenders submitted are based on identical documents and are compliant with them, with no attempt to vary that basis through qualifications in the tenders.

C.50. If a tenderer consider that any of the tender documents or requirements are deficient or require clarification, whether technically or in contractual terms, he should inform the Employer or the Employer's designated consultant as soon as possible, preferably not less than 10 working days before the closing date of tenders.

C.51. If it is decided to amend or provide clarification of any of the documents the Employer or his designated consultant should notify all tenderers at the same time and , if necessary extend the period for tendering

C.52 A tenderer who submits a qualified tender should be given an opportunity to withdraw the qualifications so as to produce a compliant tender, but without amending the price. If the tenderer refuses to withdraw the qualifications the tender may need to be rejected.

C.53. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraphs C49 to C55 of these Instructions.

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- C.54. The Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time. The Authority has designated a specific window of time to deal with clarification requests from Tenderers.
- C.55. Clarification requests can be submitted via e-mail to procurement@scilly.gov.uk
- C.56. No further requests for clarifications will be accepted after the close of the clarifications period detailed above or, where applicable, any date and/or time as amended and communicated to Tenderers either by email or reissue of the ITT.
- C.57. In order to ensure equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority's responses (but not the source of the questions) to all Tenderers on a regular basis.
- C.58. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Authority's response, the Authority will:
- C.59.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Tenderers; or
- C.59.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- C.60. The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

Amendments to Tender Documents

- C.61. At any time prior to the deadline for the receipt of Tenders, the Authority may modify the ITT by amendment. Any such amendment will be numbered and dated and issued by the Authority to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, the Authority may, at its discretion, extend the deadline for receipt of Tenders.

Proposed Amendments to the Agreement by the Tenderer

- C.62. The contract issued with this Tender Pack should be considered in detail by Tenderers as part of submitting their tender. Tenderers wishing to clarify the terms and conditions of the contract may do so by issuing a clarification request as set out in paragraphs C49 to C60.
- C.63. The Authority will consider proposed amendments strictly on their merits and within the limits imposed by Public Procurement Law and shall, in accordance with duties of transparency, fair competition and equal treatment of all tenderers, openly

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communicate any requested changes of the contractual documents that may have a bearing on other Tenderers' approach to tendering for the contract. For the avoidance of doubt any request of this nature shall be treated as any other clarification request.

- C.64. Tenderers should communicate to the Authority, when submitting any such change, whether or not the request is of a commercially confidential nature. The Authority will exercise sole discretion in this matter.
- C.65. Only changes that have been requested and agreed within the clarifications process and timescales shall be included within the contract issued at the conclusion of the tender process. Tenderers should note that the authority will automatically reject any requests which change the nature of the contract in the favour of a particular tenderer.

Modification and Withdrawal

- C.66. Tenderers may modify their Tender prior to the deadline for submission by giving notice to the Authority via electronic submission to Keith Grossett, Senior Officer Development & Procurement, e-mail procurement@scilly.gov.uk. No Tender may be modified after the deadline for submission.
- C.67. The modification notice must state clearly which element of the tender requires modification, the current text or numerical information that is to be amended and the words or numerical information to be inserted in their place. The modification notice must state clearly how the Authority should implement the modification and must be submitted in accordance with the provisions of paragraph C66.
- C.68. Tenderers may withdraw their Tender at any time prior to the deadline or any other time prior to accepting the offer of a contract. The notice to withdraw the Tender must be in writing and sent to the Authority by recorded delivery or equivalent service and delivered to the Authority at the address set out in paragraph C1.

Right to Reject/Disqualify

- C.69. The Authority reserves the right to reject or disqualify a Tenderer where:
- C.69.1 the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is held to have made a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or
- C.69.2 the Tenderer is held to have made a serious misrepresentation in relation to its Tender, expression of interest and/or the Tender process; and/or
- C.69.3 there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

Right to Cancel, Clarify or Vary the Process

- C.70. The Authority reserves the right to:

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- C.70.1 amend the terms and conditions of the Invitation to Tender process,
- C.70.2 cancel/abandon the procurement process at any stage; and/or
- C.70.3 require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected.)

Customer References

- C.71. The Authority may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited for the purpose of verifying information contained in a Tender Response.

Notification of Award

- C.72. The Authority will notify the successful Tenderer(s) of their intention to award the contract in writing as per paragraph D.16 in this Invitation to Tender.

Declaration of Compliance

- C.73. A Declaration of Compliance can be found as part of Annex A in the Standard Selection Questionnaire. This will be used by the Authority for checking the completeness of all returned Tenders. Tenderers shall ensure this Declaration of Compliance is completed. Failure to do so may result in the Tenderer being disqualified from the award process.

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Section D: Response, Submission and Evaluation

Required Response Format Section D:

As part of their responses to the following quality questions, Tenderers should note that although detailed specifications have been provided in Annex B, unless specifically stated, it is not the Authority's intention to specify a particular brand/make/model of any element of the works. As necessary, Tenderers must review the specification and propose elements that they believe best fit the specification and the aims of the project. Tenderers must justify their choice of elements if they do not fully meet the specification.

D.1. An Executive Summary – highlighting the key elements of the proposed approach and commercial matters (Not scored, Word Limit: 1,500 words)

D.2. Meeting the Specification (understanding the aims and issues of the project)

D.2.1 Tenderers must describe how they propose to meet the requirements laid out in Annex B – Specification and associated Schedules. Tenderers should focus their response on Annex B and the associated Schedules, describing how they intend to undertake the work, particularly the timetable they propose for works on St Mary's and works on the off-islands. Tenderers should confirm their ability to meet all aspects of Annex B and associated Schedules or highlight any areas in which they are not able to meet the requirements. (15%) (Word Limit: 4,500 words)

D.2.2 Tenderers must describe their key activities, milestones, indicators, project management meetings, lead times for key elements and stakeholder management that they consider pertinent to the delivery of the works. Tenderers should describe project plans that will see the works elements completed and costs defrayed by the 31st December 2022. In particular, Tenderers should note that construction works are not expected to take place between May and September each year, to avoid the tourist season (and also note the more specific Constraints in Schedule 4 to Annex B). During the winter period transport to the islands can also be more difficult, which must be considered in the Tenderer's programme. (10%) (Word Limit: 3,000 words)

D.2.3 Tenderers should explain their approach to risk management and identify the key issues and potential risks associated with the project, and how they will address these. Tenderers should include in their response key issues related to delivery on the Isles of Scilly, both related to their remote location and sensitive environment (particularly work that will take place in Special Protection Areas, Special Areas of Conservation and other protected land designations), and how they plan to mitigate these issues. (5%) (Word Limit: 1,500 words)

D.2.4 Tenderers should describe how they plan to manage the process of construction and completion inspections required in item xi of 'Additional Information' in Annex B – Specification (10%) (Word Limit: 3,000 words)

D.2.5 Tenderers should describe how they plan to fulfil the required role as Principal Contractor and Principal Designer under the CDM regulations required in item x of 'Additional Information' in Annex B – Specification. Tenderers should include the systems and

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processes they plan to implement to manage health and safety, compliance with regulations, environmental management and waste management and any other systems they intend to use. (5%) (Word Limit: 1,500 words)

D.3. **Quality & experience of staff proposed for the project**

D.3.1 Tenderers should provide details of the key members of staff (including why this particular member of staff has been chosen) that will be assigned to work on this particular project and reference the organisation's record of successfully delivering similar projects in detailing how these key members will contribute to the success of the project. (5%) (Word Limit: 3,000 words)

D.4. **Social Value considerations**

In line with the requirements of the Public Services (Social Value) Act 2021, the Council of the Isles of Scilly as contracting authority would expect tenderers to demonstrate a clear and measurable response to the following Social Value considerations.

D.4.1 Tenderers should describe how they will minimise and account for the use of energy and fuel consumption in the delivery of the contract. (5%) (Word limit: 1500 words)

D.4.2 Tenderers should describe how you ensure equality and diversity are promoted across your organisation and in the delivery of this contract. (5%) (Word limit: 1500 words)

Total - 60%

D.5. **Scoring Methodology:**

D.5.1 Tenderers should follow exactly the structure of the questions set out above in sections D.1 to D.4, taking into account the word limits for each question as only words up to the limit will be included in the evaluation. Diagrams and photographs in addition to the word count are acceptable. Responses should be consolidated into one document and no supplementary documents or words in excess of the specified word counts will be assessed. When evaluating Tender Responses, evaluators will only take account evidence provided in the section relating to each individual question. Evidence from other questions will not be taken into account even if it supports the answer to the particular question being evaluated unless a cross reference to that section is explicitly made by a Tenderer.

D.5.2 The following scoring methodology will be used to evaluate Tenderers' responses to the questions in paragraphs D.1 to D.4.

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Score	Assessment
0	No comments or information provided; complete rejection of fundamental principles of the project; meets none of the mandatory requirements and demonstrates a complete misunderstanding of Authority's brief.
1	Poor submission with limited evidence that the mandatory requirements are met. The response demonstrates a poor understanding of the Authority's brief and there are issues, weaknesses or omissions which seriously detract from the quality of the response.
2	Acceptable submission with identifiable shortcomings – the comments made show areas of weakness and though mandatory requirements are broadly met, there are areas where the evidence of delivering the mandatory requirements is not detailed or clear. Information has been provided but there are areas where the understanding of the Authority's brief is not supported by detailed evidence; or there are issues, weaknesses or omissions which detract from the quality of the response more than occasionally.
3	Good submission – comments or information submitted are good and meet the mandatory requirements of the question without offering any notable advantages. A good level of information is provided that demonstrates a good understanding of the Authority's brief and requirements. Though supported by evidence, there are issues, weaknesses or omissions which occasionally detract from the quality or detail of the response.
4	Very good submission – comments made demonstrate a sound and complete approach which have the potential to meet the mandatory requirements of the question. Very good level of information provided that demonstrates a very good understanding of the Authority's brief and requirements. The response is supported with clear and detailed evidence with a few minor issues, weaknesses or omissions.
5	Excellent submission – comments made demonstrate a sound and complete approach which will have the potential to meet and exceed the mandatory requirements of the question. Comprehensive level of information provided that demonstrates an excellent understanding of the Authority's brief and requirements. The response is supported with clear and detailed evidence and if there are any issues, weaknesses or omissions identified, they are minimal and do not detract from the high level of relevance and detail of the response.

D.6. Cost Value for Money

D.6.1 Tenderers should complete the pricing schedules in Annex E – Pricing Template and Annex E1 – Material Prices. The Pricing Template (Annex E) is split into 2 sections:

- 1) A 'Preliminaries' tab for tenders to list the resources and allowances committed to the project and
- 2) A tab for each site for the cost to deliver each work package in each work stream, as set out in the Specification.

All tabs must be completed. Tenderers are required to apportion the preliminary costs across the individual sites on the Sites tab. The total of all sites Associated Preliminaries costs should therefore equal the total of the Preliminaries tab. Tenderers are advised that only the total price for each site will be used as the payment mechanism under the Contract when individual sites are complete.

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D.6.2 Prices should include all costs associated with the work package, but (where relevant) exclude VAT. Tenderers should refer to the Specification for further details relating to the cost categories identified in the table.

D.6.3 Tenderers are advised that the heading and text used within the Pricing Document are generally curtailed. It is the responsibility of Tenderers for including all necessary costs for any associated works that may be required to complete the activity.

D.6.4 For clarity, all tender price submissions will be evaluated on their total fixed price as listed in the sites tab of the Pricing Document and the individual price elements will not be used to determine the successful proposal. The breakdown in the Pricing Document allows the Authority to better understand how the overall fee is made up by each of the identified activities.

D.6.5 In their response to this section, Tenderers should set out any assumptions that they have made in arriving at their fixed price. Specifically excluded items should also be identified.

Total – 40%

D.7. Scoring Methodology:

D.7.1 Only applicants that have passed the selection questions (SSQ) will have commercial offer evaluated by the Evaluation Panel. The commercial offer will be assessed using the tendered total cost, and the commercial score will then be calculated using the following formula:

$$\text{Commercial Score} = \frac{\text{Lowest Tender Price}}{\text{Bidder's Tender Price}} \times 40\%$$

The lowest tender price will achieve maximum marks (40%) . Other bidders will be scored based on the difference between their tender price and the lowest tender price received.

Please note, quantities within this document have been provided by the employer only to assist the contractor with gauging the quantum of works to be anticipated when preparing their tender. The Contractor is to carry out any checks necessary to ensure he has fully understood the works and the requirements. In submitting the tender, the Contractor will be deemed to have included for all of the work contained within the Works Information and will make amendments and / or add to the pricing schedule, if and when required. The Contractor will be responsible for carrying out their own measure, to ensure the quantities contained in their tender submission are correct and will highlight any changes to the Project Manager. The contractor will take the risk for incorrect quantities and rates following tender submission. No Compensation Event will be accepted for inaccurate quantities or rates.

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7.2 Clarifications During Evaluation

During the evaluation process, the evaluation panel may need to seek clarification on aspects of an applicant's submission. Clarification may require further submission or supplementation or clarification to complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification will be only to provide the evaluation panel with the information required to evaluate and score the submission; it will not be an opportunity for the applicant to improve or substantially change the information that has already been submitted.

Documents to Complete and Sign

D.8. In addition to providing written responses to sections D1 to D5, the following documents need to be completed and signed.

- Annex A - Standard Selection Questionnaire including spreadsheet Data_for_Economic_Financial_standing.xlsx (to complete, sign and return with tender)
- Annex C - Certificate of Bona Fide Tender (to complete, sign and return with tender)
- Annex D – Expression of Interest Proforma (to complete, sign and return as soon as possible)
- Annex E - Pricing Document (to complete, sign and return with tender)
- Annex E1 – Material Prices (to complete, sign and return with tender)
- Narrative responses (in pdf) to Qualitative questions D1 to D4 (to complete, sign and return with tender)

Evaluation of Tenders

D.9. The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender having regard to the evaluation criteria specified in this Section D.

D.9.1 Each Tender will be checked for completeness and compliance with all requirements. During the evaluation period, the Authority reserves the right, pursuant to Regulation 56(4) PCR 2015, to seek clarification in writing from Tenderers in respect of their Standard Selection Questionnaires and Tender Responses.

D.10. Tender Responses will be assessed using the scoring methodology detailed in this Section D. If a Tender Response receives a fail at any stage of evaluation (such as the compliance checks or pass/fail requirements in the Standard Selection Questionnaire) then its Tender Response will not be considered further.

D.11. The evaluation process will feature the following phases:

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TABLE 2: EVALUATION PROCESS	
Phase 1	Compliance Checks
Phase 2	Assessment of the Selection Phase Information (Standard Selection Questionnaire) to ensure a Tenderer passes the minimum requirements and the economic and financial standing as outlined below.
Phase 3	Independent Evaluation of the Award Criteria (Questions D1 – D4) by evaluation panel members
Phase 4	Moderation meeting to confirm scores for the Tender Responses
Phase 5	Cost/Price Scoring
Phase 6	Identification of the Most Economically Advantageous Tender Submission (This will be on the basis of the highest total score for the combined quality and cost/price scores)
Phase 7	Evaluation Report, recommendation and decision to proceed
Phase 8	Notification of tenderers
<p>Note - the Authority reserves the right to vary the process so that Selection Phase evaluation takes place following phase 6, pursuant to its right under Regulation 56(3) PCR 2015.</p> <p>Note – Some phases e.g., Cost/Price Scoring, may overlap with other phases and the above ordering of activity should be considered illustrative only.</p>	

D.12. Evaluation Panel

D.12.1 The evaluation panel for this procurement will consist of three members: the Climate Adaptation Scilly Project Director (the Authority), the Senior Manager: Strategic Development (the Authority) and the Senior Officer: Strategic Development and Procurement (the Authority). Any potential conflicts of interest between Tenderers and members of the evaluation panel will be considered prior to evaluation of Tender Responses and in the event that a conflict of interest is identified, a substitute of the conflicted evaluation panel member will be made.

D.13. Assessing the Standard Selection Questionnaire

D.13.1 Only Tenderers which fully complete and pass all elements of the Standard Selection Questionnaire shall be eligible for contract award. If the Authority reviews the Standard Selection Questionnaires before Tender Responses, and a Tenderer does not fully complete and pass all elements of the Standard Selection

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Questionnaire, its responses to the quality/price questions above will not be evaluated by the Authority. The Standard Selection Questionnaire selection criteria are set out in the table below:

Part	Details	Question Type	Notes
1	Potential Supplier Information	Information Only	Fail if not provided.
	Bidding Model	Information Only	Fail if not provided.
	Contact Details and Declaration	Information Only	Fail if not provided.
Part	Details	Question Type	Notes
2	Grounds for Mandatory Exclusion	Pass / Fail	If a Tenderer answers “Yes” to any of the questions, it will fail unless it provides evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.
	Grounds for Discretionary Exclusion	Pass / Fail	If a Tenderer answers “Yes” to any of the questions, it will fail unless it provides evidence to the effect that measures taken by the Tenderer are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.
	Submission of Financial Accounts	Pass / Fail	Fail if not provided when requested.
3	Economic and Financial Standing	Pass / Fail	See paragraph D14 below.
	Details of wider group	Pass / Fail	If a Tenderer indicates that it is part of a wider group but fails to provide the required information, it will fail.
	Technical and Professional Ability	Pass / Fail	Fail if responses are not provided to all questions in this section.
	Modern Slavery Act 2015	Pass / Fail	If a Tenderer answers “Yes” to Question 7.1 but does not comply with Question 7.2, it will fail.

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	Insurance	Pass / Fail	<p>If a Tenderer does not certify that it has, or can commit to obtain, the minimum levels set out in this question, it will fail.</p> <p>Tenderers must be prepared to provide evidence of their insurance cover certificate(s) prior to contract award.</p>
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D.14. Assessing the Economic and Financial Standing (“EFS”) of Suppliers

D.14.1 Question 4.2 of the Standard Selection Questionnaire (Annex A) refers to the "minimum level of economic and financial standing" required by the Authority and asks Tenderers to self-certify that they meet these requirements. This is a pass/fail question, and a Tenderer will only pass this question, and qualify for contract award, if it meets the requirements set out in this Section D. For the avoidance of doubt, if a Tenderer does not meet the requirements set out in this Section D in relation to the Authority's minimum level of economic and financial standing, it will fail this question and subsequently its Tender Response will not be evaluated; or, if the Authority exercises its right pursuant to Regulation 56(3) PCR 2015 to examine fulfilment of the selection criteria after evaluating tenders, it will not be awarded the contract (if it is the highest-scoring tenderer following tender evaluation).

D.14.2 As a responsible public body, the Authority assesses economic and financial standing to assess and mitigate any risk to the Authority which would result if a Tenderer were to go out of business during the life of the contract or have inadequate financial resources to perform the contract. If a Tenderer is identified as not meeting the Authority's minimum economic and financial standing requirements as detailed at D.14.4, it must be eliminated from the process on the basis that any award would represent an unacceptable risk to the Authority.

D.14.3 Tenderers are asked to provide the necessary data to support completion of the tests for economic and financial understanding in the spreadsheet (Data_for_Economic_Financial_standing.xlsx)

Minimum tests of Economic and Financial Standing (EFS)

D.14.4 A Dun and Bradstreet ("D&B") credit score of 10 or more **PLUS** a low or medium risk against all 4 metrics described in this table:

Metric	Low risk	Medium risk	High risk
Metric 1 - Turnover Ratio = Annual Revenue / Expected Contract value	>2.0x	1.5 - 2.0x	<1.5
Metric 2 - Net Debt / EBITDA ratio = Net debt / EBITDA	< 2.5x	2.5 - 3.5x	> 3.5x

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Metric 3 - Net Interest Paid Cover = Earnings before Interest & tax / Net interest paid	> 4.0x	2.5 - 4.0x	< 2.5x
Metric 4 - Acid Ratio = (Current assets-inventories) / Current liabilities	> 0.8x	0.7 - 0.8x	< 0.7x

D.14.5 The data used to evaluate a Tenderer's EFS may be provided by either the last two years audited end of year accounts, or management accounts (from accountants) to the end August 2021 if audited accounts to the end of this period are unavailable, or appropriate statements.

D.14.6 Where a Tenderer's EFS indicates a high risk against these metrics, the Authority reserves the right to request that a Tenderer provides a guarantee, bond or insurances sufficient to pass the EFS requirement. If the Tenderer refuses or is unable to provide the form of security required by the Authority, it shall fail the EFS assessment and not proceed to have its tender evaluated or be awarded to contract. The Authority reserves the right to specify the scale of guarantee, bond or insurance required dependent on the responses to the tests of EFS.

D.14.7 The Authority reserves the right to request any further information or clarifications as required to alleviate any concerns raised as a result of a Tenderer's EFS.

D.14.8 In conclusion, a Tenderer will pass the minimum EFS test where it has a Dun and Bradstreet credit rating of 10 or higher, and a Low or Medium risk assessment against the metrics described above for the year ending June 2020 (or, if the Tenderer is High risk, it provides the form of security required by the Authority pursuant to paragraph D.14.6).

D.14.9 If the Council exercises its right pursuant to Regulation 56(3) PCR 2015 to examine fulfilment of the selection criteria after evaluating tenders and the highest scoring Tenderer fails the Authority's minimum EFS requirements, the Authority will award the contract to the next highest-scoring Tenderer providing it passes the minimum EFS requirements.

D.15. Evaluation and Moderation

D.15.1 Each member of the evaluation panel will initially review, assess and score each of the relevant aspects of the Tender Responses independently. At the end of this phase of the evaluation, each member of the evaluation panel will submit the results of the scoring to the evaluation panel lead.

D.15.2 Having received the completed scores from all members of the evaluation panel, the evaluation panel lead will arrange a moderation meeting to agree and reach consensus on the moderated scores for each criterion for each Tender Response.

D.15.3 The Authority does not envisage the need for face to face meetings with Tenderers to address any aspects of the clarification questions raised by the evaluation panel, but in exceptional circumstances, Tenderer may be invited to one or more clarification meetings.

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D.15.4 The evaluation panel will produce and agree a single scoring sheet for each Tender Response and note relevant reasons and commentary for scores awarded.

Award of Contract

D.16. The Authority will inform all Tenderers in writing of any intention to award a contract through a contract award decision notice (commonly known as a "standstill letter"). Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a contract will be formally awarded to the successful Tenderer.

Section E: Scope of Services

Please refer to the Annex B - Specification included with the ITT in the tender pack.

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Section F: Draft Contract

The Contract will be the NEC3(a) Engineering and Construction Contract (long form). Tenderers should familiarise themselves with the structure and content of this standard contract.

The contract data will be as described in the document “Section F_ Climate Adaptation Scilly – form of enquiry” within the tender pack.