



Council of the Isles of Scilly

Carn Gwavel, Nursery Refurbishment

Invitation to Tender

12<sup>th</sup> June 2018

## Contact details

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Advertised at:

<https://www.gov.uk/contracts-finder>

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

### REFERENCE NUMBER

CIOS Contract Notice Reference Number : CGR 180524

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<b>Contract Opportunity Summary</b>			
<b>Contract Name:</b>	Carn Gwavel, Nursery Refurbishment	<b>Date of ITT Issue:</b>	12 June 2018
<b>Our Contract Ref:</b>	CGR 171114	<b>Clarifications Period</b>	12 June 2018 – 26 <sup>th</sup> June 2018 @ midnight
<b>Contract Type:</b>	Works	<b>Tender Return Date/Time</b>	16.00 on 17 <sup>th</sup> July 2018
<b>CPV Codes:</b>	45210000 45214000 45214100	<b>Evaluation Period</b>	18 <sup>th</sup> July 2018 – 1 <sup>st</sup> August 2018
<b>Place of Delivery:</b>	St Mary's, Isles of Scilly (49.916179, - 6.310509)	<b>Date of Notification</b>	1 <sup>st</sup> August 2018
<b>Estimated Contract Value:</b>	£250,000 - £400,000	<b>Standstill Period</b>	N/A
<b>Tender Type:</b>	Sub threshold, Open Tender, Most Economically Advantageous Tender	<b>Earliest Date Contract Awarded</b>	1st August 2018
<b>Tender Response Requirement</b>	Appendix 1, 2, 3 & 4	<b>Anticipated Contract Commencement:</b>	13 <sup>th</sup> August 2018
<b>Quality/Price Ratio:</b>	N/A, Price Only	<b>Anticipated Contract Completion</b>	7 <sup>th</sup> December 2018

## Section A: Introduction

A.1 The Council of the Isles of Scilly is looking for a single contractor to be appointed for the supply of construction works, as specified in the Council's Contract Notice Reference Number: CGR 180524

A.2 This is a sub threshold level works contract being procured under the open tender process. As a consequence of the estimated value of the contract this procurement is not subject to the full extent of the Public Contract Regulations 2015.

A.3 Section B provides some general background information relating to the Council of the Isles of Scilly and the Islands.

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

A.5 Section D provides details on the required response format and explains the evaluation process.

A.6 Section E Scope of Services is contained within Specification Document

A.7 Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender i.e. include the appropriate information and have been returned within the timescales of the tender process. 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. Evaluations will be conducted as set out in Section D of this ITT. The Authority will only request the means of proof from the tenderer which, following the evaluation, is identified as the preferred bidder. The means of proof will be checked to ensure that none of the mandatory or discretionary exclusion criteria apply to the tenderer. Furthermore, the means of proof will also be checked to ensure that the tenderer meets the minimum requirements of the applicable legal, economic and technical ability selection questions identified in Appendix One.

A.8 Following evaluation of the compliant Tenders and approval of the outcome the Authority intends to appoint a single contractor. For clarity single providers can include contractors that operate with the assistance of sub-contractors and/or can be include consortium approaches.

A.9 Any and all references to terminology used in the Public Contracts Regulations 2015 or the EU Directive 2014/24/EC on Public Procurement should not be considered as including this procurement within the scope of that legislation. This clause excludes references that are expressly applicable to below threshold procurements such as the provisions in Part 4 Chapter 8 of the Public Contract Regulations 2015 (including any amendments in force at the time of this procurement process). The "authority" means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable Suppliers to participate in this procurement process.



## Section B: Background

### The Authority

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.

B.2 The Council 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, 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. In addition, the Council is the only remaining public water and sewerage authority left in England and Wales and it operates water systems on St Mary's and Bryher. The Council also operates St Mary's Airport, central to the local economy and the 10th busiest regional passenger airport in the United Kingdom.

B.3 The Council 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 that the Isles of Scilly are a sustainable and vibrant community.

B.4 As with every Island authority, the Council is a major employer. Many Council employees have multiple roles to try and ensure the lowest possible unit cost on staffing.

### The Isles of Scilly

B.5 The Isles of Scilly, situated 28 nautical miles south west of Lands 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 of people living on St Mary's. Most of these live within the administrative centre of Hugh Town. In addition, there are small though significant communities on 4 of the off-islands of St Agnes, Bryher, Treco 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.6 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.7 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.8 Additional general information about The Council of the Isles of Scilly can be found on [www.scilly.gov.uk](http://www.scilly.gov.uk). A more detailed brief of the project can be found in the specification included within the tender pack that is provided with this ITT.

## 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: Children's services, Council of the Isles of Scilly, Town Hall, St Mary's, Isles of Scilly, TR21 0LW or e-mail [carngwavalprocurement@scilly.gov.uk](mailto:carngwavalprocurement@scilly.gov.uk) if you have any doubt as to what is required or have difficulty in providing the information required. In his absence this email address will be checked by colleagues to ensure that a prompt response is provided to your enquiry.

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. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.

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 Due Diligence 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. The Authority cannot return any information provided by the tenderer as this is required for audit purposes and compliance with regulation. Information received from tenderers will generally be treated as confidential save where the need to share information is required in completing the procurement process e.g. sharing of tender documents with the appointed evaluation team members, taking advice from specialists as required or where disclosure is required under the Freedom of Information (see C.13 to C.16 below)

C.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

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. Any breach of this clause may be considered an attempt to canvass or otherwise distort the competitive process and may lead to the rejection of your tender or removal from the procurement process.

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 Tenderers shall 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 works for which Tenders are invited. Tenderers should be aware that no contractual relationship shall exist or be construed as existing between the Council 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 tenderers 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.

### **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.

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 C16 below).

C.12.1 The tenderer 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 any payments made in relation to this contract that exceed £500, details of any ITT's over £5000 and any contract that the Authority enters into over £5000. This information will be declared on the Council of the Isles of Scilly website. For further information on the obligations imposed on the Authority, tenderers are direct to the Local Government Transparency Code 2015

### **Freedom of Information**

C.13 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 Authority. The Council may also consider any other guidance published by HM Government in this respect and may also take advice relating to any such requirement to disclose information.

C.14 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

C.14.1 Clearly identify such information as commercially sensitive;

C.14.2 Explain the potential implications of disclosure of such information; and

C.14.3 Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive. This information should be communicated in writing with the tender submission.

C.15 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 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.

C.16 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.17 Your Tender should remain open for acceptance for a period of 90 days. A Tender valid for a shorter period may be rejected.

### **Timescales**

C.18 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
12/06/2018	ITT to be issued to Tenderers by the Authority
12/06/2018	Clarification period commences
To be agreed on an individual basis.	Days set aside for contractor site visits.  Please note tenderers should contact the person named in C1 to coordinate an appropriate time for their visit to the site. It is noted that site visits requested after 13 June 2018 will not be entertained due to the restricted time this provides for the tenderers to reflect on and include information gained from the site visit and to submit their tender in hard copy to the Authority.
Midnight 26/06/2018	Clarification period closes
16.00 on 17/07/2018	<b>Closing date and time for receipt by the Authority of Tenderer Responses to the ITT</b>
18/07/2018	Evaluation of ITT Responses commences
01/08/2018	Notification of proposed appointment
N/A	Standstill Period
13/08/2018	Anticipated Commencement Date of Contract
07/12/2018	Anticipated Expiry Date of Contract

### **Authority's Contact Details**

C.19 Unless stated otherwise in these Instructions 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.20 All communications should be clearly headed **Invitation to Tender for Carn Gwarvel, Nursery Refurbishment** and include the name, contact details and position of the person making the communication.

C.21 Requests for Tender clarifications must be submitted in accordance with the procedure set out in C51 to C57 – Queries Relating to Tender.

### **Intention to Submit a Tender**

C.22 Tenderers should complete the Expression of Interest pro-forma included within the tender pack indicating their interest in the tender process. Where a tenderer does not submit an expression of interest and the Council is unaware of the intentions of an organisation 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](http://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. Expressions of Interest should be sent as soon as possible to [carngwavalprocurement@scilly.gov.uk](mailto:carngwavalprocurement@scilly.gov.uk)

C.23 In the event that a Tenderer does not wish to participate further in this procurement exercise, the Tenderer should indicate such via email to [carngwavalprocurement@scilly.gov.uk](mailto:carngwavalprocurement@scilly.gov.uk)

### **Preparation of Tender**

C.24 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 for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

C.25 Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.

C.26 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.27 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. The Authority will expect that tenderers proposals will be based on their investigations and due diligence and will therefore include any requirements that are reasonably foreseeable or identifiable by a diligent contractor operating in the field to which this tender relates.

### **Submission of Tenders**

C.28 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.29 The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders.

C.30 Any extension granted will apply to all Tenderers.

C.31 Tenderers must submit:

C.31.1 **one original bound priced** hard copy of their Tender

C.31.2 **A CD/DVD or USB stick** containing their submission with the following:

- A Microsoft Word document or compatible equivalent containing the narrative,
- Financial data (including appropriate financial appendices) in Microsoft Excel or compatible equivalent, and
- A PDF or equivalent compatible version of both the financial information and the narrative as applicable.

C.32 The original and the copies must be provided on A4 paper, single line spaced, in Arial with a minimum size 11 font and securely bound and signed by the Tenderer's authorised representative.

C.33 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.33.1 Any lever arch folder or ring binder; or any extraneous information that has not been specifically requested in the ITT including, for example, sales literature, Tenderers' standard terms and conditions etc.

C.34 In relation to the submission of electronic copies, **Tenderers should note that they are not permitted to email copies of the tender to the authority.** Emailed submissions will be deleted without consideration and may lead to the tenderer being rejected from the process. Acceptable electronic formats are only those identified in C31.

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 with the exchange rate, source and date on which the rate was applied being clearly identified alongside the financial data. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

C.37 It is recommended that the ITT envelopes and packages are submitted by registered post, recorded delivery service or delivered by hand, and must bear no reference to the Tenderer by name marked on the envelope or in the franking thereon. **Tenders are to be returned to: The Chief Executive, Council of the Isles of Scilly, Town Hall, St Mary's Isles of Scilly, TR21 0LW** by no later than the date and time stated in C18 or as amended via email or other information release from time to time. Tenders should be marked '**Tender for Carn Gwaval, Nursery Refurbishment, Do not open on receipt.**' Responses received after this date will not be accepted unless incontrovertible proof can be provided that the submission should have been received by the authority prior to the deadline and that the issue was beyond the reasonable control of the tenderer. Tenderers are recommended to obtain proof of posting or other documentation to assist with the above. Tenderers should also be aware that there is no direct road route to the islands and that the postal and courier services are reliant on transportation through either ferry services from Penzance or flights from Lands End. Consequently, some guaranteed delivery services are impacted and may not deliver to timescales that would otherwise be achievable within the mainland UK. Tenderers are expected to consider the above in determining the appropriate allowance they should make to allow for receipt of tenders by the Authority.

C.38 Tenders delivered by hand must be received at the reception desk at the address above by the date and time set out in C18 ("the Deadline"). Envelopes and packages should not bear any

reference to the Tenderer by name. It is recommended that tenderers request a receipt from reception staff upon delivery by hand and that the receipt should contain the date and time that the envelope was handed to the member of staff.

C.39 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.40 The Authority does not accept responsibility for the premature opening or mishandling of tenders that are not submitted in accordance with these instructions. Tenders opened prematurely may be rejected.

C.41 Where applicable, account will also be taken of any factors which may impact on the Tenderers suitability that emerge from the tendering process and relate to information previously provided by the Tenderer as part of a pre-qualification process or information submitted as part of any qualitative selection process (including submitted European Single Procurement Documents documents). If the Tenderers circumstances have changed significantly from the position stated in the PQQ or ESPD this may lead to the Tenderer no longer being able to participate further in the Tender process.

### **Canvassing**

C.42 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 will be disqualified.

### **Disclaimers**

C.43 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

C.44 Neither the Authority, nor any relevant OCBs nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

C.44.1 makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or

C.44.2 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.45 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 C51 to C57 of this Invitation to Tender.

C.46 Any Agreement concluded as a result of this ITT shall be governed by English law.

**Collusive Behaviour**

C.47 Any Tenderer who:

C.47.1 fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or

C.47.2 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.47.3 enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or

C.47.4 enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

C.47.5 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,

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.48 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall it 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.49 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, 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 Section F 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 of the tender outcome 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.50 The Authority shall be under no obligation to accept the lowest or any tender.

**Queries Relating to Tender**

C.51 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraph C.53 of these Instructions.

C.52 The Authority will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time or a response.



C.53 Clarification requests can be submitted via e-mail to [carngwavalprocurement@scilly.gov.uk](mailto:carngwavalprocurement@scilly.gov.uk) from the date specified at C18.

C.54 No further requests for clarifications will be accepted after the deadline for clarification questions identified at C18 or, where applicable, any amendment to this date and/or time as communicated to tenderers either by email, through the Council's and other relevant websites or by reissue of the ITT

C.55 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 participants on a regular basis.

C.56 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such a query and the response 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.56.1 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.56.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

C.57 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.58 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.

### **Late Tenders**

C.59 Any Tender received at the designated point after the deadline for tender returns (see C18 or as subsequently amended and notified to Tenderers) may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

### **Proposed Amendments to the Agreement by the Tenderer**

C.60 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 paragraph C 53.

C.61 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 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.62 Tenderers should communicate to the Authority, when submitting any such change, whether or not the request is of a commercially confidential nature. As per paragraph C56 the Authority will exercise sole discretion in this matter

C.63 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.64 Tenderers may modify their Tender prior to the Deadline by giving notice to the Authority in writing to: The Chief Executive, Council of the Isles of Scilly, Town Hall, St Mary's, Isles of Scilly, TR21 0LW. No Tender may be modified after the Deadline for receipt.

C.65 The modification notice must state clearly the Tenderer's company name, 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. This information must be submitted in accordance with the provisions of paragraph C35 and C36.

C.66 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.67 The Authority reserves the right to reject or disqualify a Tenderer where:

C.67.1 the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or

C.67.2 the Tenderer is guilty of serious misrepresentation in relation to its Tender (including in relation to its price submission or quality responses); expression of interest and/or the Tender process; and/or

C.67.3 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.68 The Authority reserves the right to:

C.68.1 amend the terms and conditions of the Invitation to Tender process,

C.68.2 cancel the evaluation process at any stage; and/or

C.68.3 require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately and within identified timescales may result in the Tender being rejected).

### **Customer References**

C.69 Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Authority may visit or speak to at least one customer reference of the Tenderer and may seek written references from any other designated customers which are not visited.

### **Notification of Award**

C.70 The Authority will notify the successful Tenderer(s) of their award of the contract in writing. For the avoidance of doubt, this is the notification of the preferred Contractor and does not constitute the Contract agreement between the parties which will be subject to a separate agreement.

C.71 Following the conclusion of the tender evaluation process, all unsuccessful Tenderers will be notified of the outcome of the tender (this will be at the same time that the successful tenderer is notified). The notice will include the following

C.71.1 The Criteria for the Award of Contract

C.71.2 The reason for the decision including the characteristics and relative advantages of the successful tender

C.71.3 The score obtained by the tenderer and the tenderer to be awarded the contract (if applicable)

C.71.4 The name of the tenderer to be awarded the contract

C.71.5 A precise statement of when the standstill period is expected to end and how the timing of its ending may be affected (if applicable); or

C.71.6 The date before which the Authority will not enter into a contract with the successful tenderer (if applicable)



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## Section D: Response, Submission and Evaluation

### **Required Response Format**

This section sets out the required structure of the Tender response. The project is being tendered on price only, not quality.

D1 Not Used

D2 Not Used

D3 Not Used

D4 Not Used

### **D.5 Cost (100%)**

D.5.1 Tenderers are required to complete Appendix 2 – Pricing document and Appendix 4, Preliminaries Breakdown, Contingencies and Dayworks. The tenders will be evaluated on the total cost of all the items in the above-mentioned documents.

D.5.2 Tenderers should identify any items they have excluded from their above costs, and state the reason why, in the below table.

Description	Unit	Quantity	Rate	Total Price/£

D.5.3 The Authority will expect Tenderers to clarify the need for, in so far as is reasonably possible, any items that may be entered into the above table.

D.5.4 Tenderer's shall not use the above table to:

- Introduce terms and conditions to the contract (these will be automatically rejected and should be handled through the clarification process)
- Provide a price submission that is abnormally low by entering costs that are clearly required for the delivery of the contract.
- Attempt to distort, in any way, the competitive tender process

### **Documents to Complete and Sign**

D.6 The following documents need to be completed, signed (where appropriate) and returned with your tender submission.

Appendix One - Qualitative Selection Criteria

Appendix Two - Detailed Pricing Schedule

Appendix Four – Contingencies and Dayworks, Preliminaries Breakdown

### **Submission of Tenders**

D.7 Date for return of tenders:

**1600 Hour GMT 13/12/17**

D.8 Tenderers must submit the items in D.6 in the mediums and formats identified at C31.

Tenderers should be aware that no submissions will be accepted by email

D.9 Not Used

D.10 Not Used

D.11 Not Used

D.12 Not Used

D.13 The mechanics of Tender submission are set out in paragraphs C.35 to C.38.

### **Evaluation of Tenders**

D.14 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

D.15 Following the closing date for receipt of tender, the Authority will evaluate all the tenders. A decision on the appointment is expected to be made as identified in C.18. An opportunity for debriefing unsuccessful tenderers will be made available.

D.16 The successful tenderers will be selected on the basis of the most economically advantageous proposal. The Authority shall not be bound to accept any proposal received or to award any contract pursuant to this Invitation to Tender.

D.17 Tenders will be evaluated by applying a weighting of:

- 100% in respect of the evaluation for Cost

D.18 Not Used

D.19 Not Used

D.20 Tenderers will be awarded a contract who, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous Tender(s) to the Authority having regard to the award criteria set out in table 1 above. For clarity, the Most Economically Advantageous Tender (MEAT) is the tender which has the Lowest Price

D.20.1 Contractors must demonstrate in their response to the Standard Selection Questionnaire a minimum turnover value of £400,000.

Contractors should also note the section on insurances and that they are required to commit to obtaining, if they do not already possess, the levels of cover identified in that section.

### **Evaluation Process**

D.21 The evaluation process will feature some, if not all, the following phases:

TABLE 2: EVALUATION PROCESS	
Phase 1	Compliance Checks
Phase 2	Independent Evaluation of Tender Responses
Phase 3	Consensus Meeting (Moderation of scores)
Phase 4	Clarification of Tender Responses (as required)
Phase 5	Identification of the MEAT
Phase 6	Qualitative Selection Checks (MEAT Tender only)
Phase 7	Notification of Proposed Appointment
Phase 8	Award of Contract

### **Award of Contract**

D.22 The Authority will inform all Tenderers in writing when it has decided to award to a contract to the Tenderer who provided the Most Economically Advantageous Tender.

D.23 All unsuccessful Tenderers will be provided with an unsuccessful letter in writing notifying them of the outcome of the evaluation exercise. This will be structured as per the details in C70 – C71.

## Section E: Scope of Service

Please refer to the Specification Document

## Section F: Draft Contract

The contractual form to be used for this contract is a JCT Intermediate Building Contract (with Contractor's Design) 2016. A draft copy of this is included with the tender along with the contract Particulars are identified within Appendix 8.





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