

INVITATION TO TENDER – SUBJECT TO PLANNING PERMISSION

FOR

THE DEMOLITION OF EXISTING PUBLIC CONVENIENCE AND REBUILD NEW PUBLIC CONVENIENCE AT GATE LANE PUBLIC CONVENIENCE, GATE LANE, FRESHWATER, ISLE OF WIGHT, PO40 9QT.

FRESHWATER PARISH COUNCIL REF: 20/00122/FUL

Return date of ITT: Monday 2nd March 2020 at 17:00 Hours

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Appendix 1 - Tenderer Declaration Form

Appendix 2 - Pricing Schedule

Appendix 3 – Key Performance Indicators (KPI's)

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Freshwater Parish Council may either waive or insist on strict compliance with any requirement set out within this ITT.

Freshwater Parish Council reserves the right not to contract or contract only in part with any applicant.

Applicants:

- Shall either destroy or return all documentation related to the tender process if Freshwater Parish Council so directs.
- Shall ensure that tenders are both technically and arithmetically correct. Should Freshwater Parish Council discover any arithmetical errors in the Applicant's tender prices then these shall be pointed out to the Applicant who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of Freshwater Parish Council.
- Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the Applicant states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected.
- Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included.

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additional made and agreed during the tender proposal assessment period.

The information supplied within this ITT and accompanying documents reflects Freshwater Parish Council's current view of the services required. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

- Freshwater Parish Council does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates.
- Freshwater Parish Council does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any applicant.
- Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract.
- Neither this ITT nor any information supplied by Freshwater Parish Council should be relied on as a promise or representation as to its future requirements.

- This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Applicants should complete the Tenderer Declaration Form, **Appendix 1**, and return with the completed proposal, as per the instructions set out in this ITT.

Tender Contact:

Clerk to the Council, Mrs Heather Rowell
Freshwater Parish Council,
The Parish Office,
Memorial Hall,
Avenue Road,
Freshwater,
Isle of Wight.
PO40 9UU

Clerk@freshwater-parish.org.uk

01983 752000

SECTION 2 – Scope of Procurement

Freshwater Parish Council is looking to procure Building Construction Work.

Freshwater Parish Council are looking for a high-quality solution for the specified rebuild and internal refitting of the Gate Lane public conveniences, from high quality providers that deliver a service that is demonstrably focused around the needs of Freshwater Parish Council. Tenderers are requested to study the specification document in detail and ensure that the specified requirements can be met that are stated within the document and thus your understanding of our requirements is reflected in your Pricing schedule return.

The contract for the provision of the building construction and refitting work is expected to commence subject to planning permission, with the exact dates to be agreed if/when planning permission is granted and depending on the agreement between the successful provider and Freshwater Parish Council.

Freshwater Parish Council wish to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation, achieved through the **Most Economically Advantageous Tender** submitted.

The principle benefits anticipated by Freshwater Parish Council in this procurement include:

- Ability to maximise opportunities for best value and efficient services.
- To allow bidders to explore efficiencies, this may be possible by suggesting innovative and cost-effective solutions.
- Presentation of cost savings to Freshwater Parish Council in order to maximise economical operational efficiency and value for money.

The basis of the contract will include:

- Demolition of existing public conveniences ensuring:
 - Site security and safety
 - Cap off existing services
 - Removal of old building, leaving a level and trip free surface
- Rebuild public conveniences to provide
 - Toilet cubicles, urinals and hand washing facilities for males
 - Toilet cubicles and hand washing facilities for females
 - Disabled toilet facility
 - Baby changing facility

SECTION 3 – Procurement Process

3.1 Procurement Stages

This is a procurement exercise conducted in accordance with the **Restricted Procedure** commonly used in public sector procurement exercises.

During this stage we may wish to conduct site visits to your references' sites identified in order to moderate the score given in Section 4. Freshwater Parish Council will advise Tenderers of such requests during the tender process.

SECTION 4 – Award Criteria

4.1 Award Criteria

The Contract will be awarded on the basis of the following weighted award criteria:

	Award Criteria	Weighting
4.1.1	Conformance to Specification Submissions which do not, in the opinion of Freshwater Parish Council, adequately meet the Performance Specification will not be marked for the Technical Merit and Price Criteria outlined below and will not be taken forward to any subsequent stages of the Tender evaluation.	PASS/FAIL
4.1.2	Price	50%
4.1.3	Technical Merit (Quality)	50%
	TOTAL	100%

The **Technical Merit** criteria are made up of the following sub-criteria:

4.1.3.1	Adequate skilled man power for the specified tasks	50%
4.1.3.2	Adequate machinery and tools to perform specified tasks	30%
4.1.3.3	Awareness of current construction legislations	10%
4.1.3.4	Ability to execute given tasks with minimal supervision	10%

Tenderers may then be taken forward to the final stage of an interview. This stage will be used to moderate your scores (+/- 5) at ITT stage by clarifying information provided in your company's bid.

4.2 Interview

4.2.1	Interview	Not Scored
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Tenderers invited to the Interview stage will be expected to provide any equipment, consumables and suitably qualified/skilled staff required during this process free of charge.

Freshwater Parish Council reserves the right to invite other Tenderers, by rank order, to participate in the Interview stage if required.

4.3 Submissions Evaluation

The evaluation of submissions will be on the criteria listed below in **4.3.1 & 4.3.2**. The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criteria stated below.

Evaluation criteria will be a combination of both financial and non-financial factors and will consider the following areas:

4.3.1 Price (50%)

The Price criteria carry a weighting of 50% of the overall achievable score.

Please see **Appendix 2** Pricing Schedule to be completed and returned by all suppliers.

A price score shall be calculated for each tender by reference to the lowest tender, which is given a point's score of 100. One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

$$100 \times (a / b) = \text{score}$$

where -

a = price of lowest Bidder

b = price of tender being evaluated

4.3.1.1 Prices submitted as part of this ITT must remain open for acceptance for a **minimum of 120 days** from the closing date for the receipt of offers.

4.3.1.2 Prices must be exclusive of **VAT**. Please see Appendix 2 for pricing schedule that should be completed and returned as part of your tender response.

4.3.1.3 The contract price will be **fixed** for the duration of the contract.

4.3.1.4 Contract prices applicable to any extension of the contract will be agreed by negotiation prior to that extension.

4.3.1.5 Bidders must demonstrate how their proposals represent overall value for money and how they will assist Freshwater Parish Council with cost initiatives.

4.3.2 Technical Merit (Quality) (50%)

Quality – This criteria carries a weighting of 50% of the overall achievable score and is broken down into the following areas and respective weightings.

WEIGHTING

Relevant Experience	20%
Past Performance	10%
Technical Skills	20%
Resources	20%
Management Skills	20%
Methodology	5%
Geographical Location	5%

Please see **Appendix 5** Tender Technical Questions & Answer sheet to be completed and returned by all tenderers.

The information supplied will be checked for completeness and compliance before Tenders are evaluated. Failure to comply with any of the requirements or any other specified requirements might render a tender liable to disqualification.

Freshwater Parish Council reserves the right to suspend, cancel or withdraw the tender process at any time and will not be responsible for any costs incurred to potential suppliers.

NOTE: *If any criteria within the specification document are classed as non-compliant Freshwater Parish Council will not be able to take your tender through to the next stage. If however you state that you are non-compliant and are able to provide an alternative solution, then this may be considered but not a guarantee that it will be accepted.*

4.4 Scoring Principles

Submitted Tenders will be assessed against the above criteria and scored using the following point's system principles:

Key	Performance
0	No Requirement Met
1	Meets Very Little Requirements
2	Meets Some Requirements
3	Partially Meets Requirements
4	Mostly Meets Requirements
5	Fully Meets Requirements

4.5 Evaluation Process

Each Offer Schedule will be scored in accordance with the evaluation process stated above.

Clarifications maybe sought in writing, or by interview/presentation from the suppliers and scores adjusted accordingly. Visits to reference sites may also allow for adjustments to scores.

Full or partial proposals that in the opinion of Freshwater Parish Council are unrealistically low or not reasonably sustainable (in terms of Quality or Price) may be rejected.

The weighted scores within each sub-criteria will be added together to arrive at the total score.

SECTION 5 – PRICING SCHEDULE

As given in **Appendix 2**

SECTION 6 – Terms for Submission of Electronic Tenders

6.1 Closing Date & Submission

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **17:00 hours (5pm) on Monday 2nd March 2020**. Late submissions will not be accepted.

Submissions will only be accepted if they are returned:

Via email to: Clerk@freshwater-parish.org.uk.

Freshwater Parish Council, Parish Office, Memorial Hall, Avenue Road, Freshwater, Isle of Wight, PO40 9UU

Or

Via post to:

The Parish Office, Memorial Hall, Avenue Road, Freshwater, Isle of Wight, PO40 9UU

Marked for the attention of: Heather Rowell, Clerk to the Council.

Tender Documents can be found at Freshwater Parish Council's web site:

6.2 Proposed Schedule of Events

The proposed schedule for the procurement process is as follows. However, the dates indicated, except for the return date should be regarded as indicative at this stage as Freshwater Parish Council reserves the right to extend and / or amend the timetable as necessary. Any major changes will be discussed with potential tenderers.

Activity	Start Date	Finish Date
Invitation to Tender (ITT) Submission (via Freshwater Parish Council web site)	17/02/2020	02/03/2020 (5.00pm)
Tenderers must submit questions and comments regarding tender documents (ITT) by	24/02/2020	27/02/2020
Freshwater Parish Council responds to questions and comments via email to all tenderers	27/02/2020	27/02/2020
Tender Closes		5.00pm 02/03/2020
Proposals evaluated		03/03/2020
Interviews		To be confirmed if/when planning permission is granted.
Recommendation to Main Council		
Bidders notified of contract award		
Standstill Period		
Contract signing		
Mobilisation Period		
Contract to start		

6.3 Confidentiality and Disclaimer

This ITT is not an offer capable of acceptance but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the ITT to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by Freshwater Parish Council commits Freshwater Parish Council to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. Freshwater Parish Council is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in Freshwater Parish Council's procurement process.

All firms shall keep strictly confidential any and all information contained in this ITT, and other information or documents made available to it by or on behalf of Freshwater Parish Council in connection with this ITT. The firms shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this ITT will confirm your agreement to observe these confidentiality requirements. Contact by the firms with Freshwater Parish Council during the bidding process should only be with the individuals named in the covering letter in Section 1 sent from Freshwater Parish Council dated **17th February 2020** as the Freshwater Parish Council tender contacts. Respondents shall not offer or give any consideration of any kind to any employee or representative of Freshwater Parish Council as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with Freshwater Parish Council.

6.4 Response/Return of Invitation to Tender

Please provide a response to this ITT by completing the appendices listed below and providing any additional or supporting information, which you consider appropriate. In completing the ITT, please adhere to the structure contained in this document and include "Not applicable" where appropriate.

Tenderers are advised that it is **compulsory** to complete and return all of the following documents. Failure to do so will mean that your tender is not considered.

- 1. Completion of Tenderer Declaration (Appendix 1)**
- 2. Completion of the Pricing Schedule (Appendix 2)**
- 3. Completion of Supplier Technical Question & Answer sheet (Appendix 5)**

6.5 Questions

If you have any specific questions concerning this document or the process for submission of your proposal, then please email: **Clerk@freshwater-parish.org.uk**. Only questions submitted to this email will be answered. It would be most helpful if queries could be submitted in one email rather than piecemeal within the deadline stated in 6.2 of this document.

All responses received and any communication from tenderers will be treated in strict confidence.

6.6 Material Misrepresentation

Freshwater Parish Council shall reply on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation to Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

6.7 Collusive Bidding

Collusive bidding is unacceptable by Freshwater Parish Council. Any tenderer that is caught by Freshwater Parish Council to be circumventing rules or the law during this tender process will automatically be disqualified from the tender process.

This applies to any bidder who:

- a).** Fixes or adjusts the amount of his bid by or in accordance with any agreement or arrangement with any other person, or
- b).** Communicates to any person other than Freshwater Parish Council the amount or approximate amount of his proposal (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for instance), or
- c).** Enters into any agreement or arrangement with any other person that he shall refrain from bidding or as to the amount of any bid to be submitted, or
- d).** Offers or agrees to pay or give, or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done in relation to any Offer or proposed Offer for the Works/Services or any act or omission will be disqualified (without prejudice to any other civil remedies available to Freshwater Parish Council and without prejudice to any criminal liability which such conduct by a bidder may attract).

6.8 Bribery

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

6.9 Relationship with Members of the Council

If a candidate for any tender is to his knowledge related to any Member of the Council or the holder of any office under the Council, he and the person to whom he is related shall disclose the relationship in writing to the Clerk. A candidate who fails to do so shall be disqualified for consideration.

Canvassing of Members of the Council or any committee, directly or indirectly, for any tender under the Council shall disqualify the candidate.

A Member of the Council or of any committee, shall not solicit for any person any appointment under the Council or recommend any person for such appointment but any

such Member may give written testimonial of a candidate's ability, experience or character for submission to the Council with an application for appointment.

APPENDIX 1 Tenderer Declaration Form

Declaration by Tenderer

ITT Title: ST STEPHEN PARISH COUNCIL REF: 259

1. I, _____, certify that I am the person duly authorised to sign tenders for and on behalf of

_____, the tenderer, and having read the documents, offer to supply the goods, services or works:

- as set out in the letter of invitation to tender, the specification and accompanying tender documents, samples and/or drawings.
 - under the terms and conditions indicated
 - at the price (or prices) specified in the attached tender documentation.
2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.
 3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:
 - Communicate to a person other than Freshwater Parish Council, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender
 - Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any tender to be submitted
 - Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above.

4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.
5. I understand that Freshwater Parish Council reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as Freshwater Parish Council may decide. Freshwater Parish Council is not bound to accept the lowest or any tender.
6. I have obeyed the rules regarding confidentiality of tenders and will continue to do so as long as they apply.
7. I can confirm that I accept that any breach of any of the conditions could lead to any tender being rejected or to the rescission of the Contract by Freshwater Parish Council.

Authorised Signatory	
Date	
Name in BLOCK LETTERS	
Job Title	
Telephone Number	
E-mail address	

Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time. Use the checklist to ensure that you have submitted the relevant documents (see paragraph 6.4)

APPENDIX 2 – Pricing Schedule

<https://www.freshwater-parish.org.uk/news/>



Tender Pack.
Freshwater Pubic Con

APPENDIX 3 – KEY PERFORMANCE INDICATORS (KPI'S)

Client Satisfaction

Defects

Construction Time & Cost

H&S

Employee Satisfaction

Staff Turnover

Sickness Absence

Working Hours

Qualifications & Skills

Impact on Environment

Waste

APPENDIX 4 – CONDITIONS OF CONTRACT

The successful contractor must sign an agreement to carry out the works in accordance with the following Construction Conditions and provide all relevant documents where necessary:

- All works will be carried out in accordance with current Building Regulations where appropriate. Building regulation approval notices and/or equivalent certificates (Fensa, NICEIC, Gas safe, etc.) and/or a statement of compliance from a suitably qualified person or Project Manager will be provided on request
- All Health and Safety and Construction Design and Management Regulations (including new CDM Regulations 2015) will be met where appropriate. Details of CDM Co-ordinator appointment, details of relevant Health and Safety policies, and/or a statement of compliance from a suitably qualified person will be provided on request.
- Due consideration of relevant Statutory Safety requirements will be taken prior to construction or during demolition stage where appropriate. If applicable, a Refurbishment/Demolition Survey will be carried out if the premises, or part of it, need upgrading, refurbishing or demolishing. Surveys will be carried out by a competent surveyor, and the survey will locate and identify all Asbestos Containing Material (ACM) before any work begins at a stated location or on stated equipment at the premises. Copies of relevant reports or a statement of compliance from a suitable qualified person or Project manager will be provided on request.

Payment terms will be 30 days or as otherwise agreed with the Parish Council.

There will be a retention of up to 10%, or as otherwise agreed with the Parish Council, pending receipt of certified completion.

APPENDIX 5 – SUPPLIER TECHNICAL QUESTIONS & ANSWER SHEET

i) RELEVANT EXPERIENCE

ANSWER FEEDBACK

ii) PAST PERFORMANCE

ANSWER FEEDBACK

iii) TECHNICAL SKILLS

ANSWER FEEDBACK

iv) RESOURCES

ANSWER FEEDBACK

v) MANAGEMENT SKILLS

ANSWER FEEDBACK

vi) METHODOLOGY

ANSWER FEEDBACK

vii) GEOGRAPHICAL LOCATION

ANSWER FEEDBACK

APPENDIX 6 – DRAWINGS

<https://www.freshwater-parish.org.uk/news/>



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