



ISLE OF WIGHT COUNCIL

**INVITATION TO TENDER
FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN RELATION
TO THE PROCUREMENT
OF A REPLACEMENT FLOATING BRIDGE TO OPERATE
BETWEEN COWES AND EAST COWES**

TENDER REFERENCE NO: FB/1412/T01

1. **DEFINITIONS**

In this Invitation to Tender the following words and expressions shall have the following meanings:

“Authorised Officer”

Means Lucy Mclaughlin, Business Hub Support Officer of the Isle of Wight Council and whose e-mail address is lucy.mclaughlin@iow.gov.uk;

“Clarification Period”

means the time during which clarifications associated with the ITT or any support documentation may be sought in writing from the Authorised Officer;

“Commencement Date”

means the date when the Contract commences as indicated in section 3.8 of this ITT;

“Contract”

means the Contract for the provision of the **Services**, which will be awarded to a successful Tenderer, a copy of which is included in Schedule 1;

“Council”

means Isle of Wight Council;

“Economic Operator”

means a contractor, supplier or services provider.

“Form of Tender”

means the form submitted by the Tenderer to the Council as part of the Tender, a draft of which is annexed at Schedule 2;

“ITT”

means this invitation to tender;

“OJEU”

means the Official Journal of the European Union;

“Pricing Schedule”

means the schedule of prices required to be completed by the Tenderer as part of the Tender as set out in Schedule 7;

“Regulations”

means The Public Contracts Regulations 2015;

“Services”

means the provision of design and contract supervision services in relation to the procurement of a replacement floating bridge.

“Specification”

means the Council's requirements in relation to the Services as detailed in Section 5 of this ITT;

“Successful Tenderer”

means the Tenderer who has been awarded the contract;

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“Tender”

means the completed and signed Form of Tender, together with all completed schedules and information requested by the Council and submitted by a Tenderer;

“Tender Documents”

means all documents contained in this ITT;

“Tenderer”

means an applicant who has been invited by the Council to submit a Tender;

2. **INTRODUCTION**

The Isle of Wight Council invites Tenders from suitably qualified providers for the provision of design and contract supervision services in relation to the procurement of a replacement floating bridge. The contract is to run from 01 July 2015 until the commissioning of the new bridge, which, is anticipated to be October 2016.

The closing date for receipt of Tenders is 14:00Hrs on 22 May 2015. (Please refer to section 3.6 for further details).

Persons proposing to submit a Tender are advised to read this Invitation to Tender carefully to ensure that they are fully familiar with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

The Council's Authorised Officer for the purposes of this Invitation to Tender is

Name: Lucy Mclaughlin, Business Hub Support Officer

Telephone: 01983 82100 ext. 6341

Email: lucy.mclaughlin@iow.gov.uk

Should a person proposing to submit a Tender be in doubt as to the interpretation of any part of this Invitation to Tender, the Authorised Officer will endeavour to answer any enquiries so that queries can be resolved prior to Tenders being submitted. Please

The response by the Council as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query.

Tenders will be evaluated on the basis of the most economically advantageous offer i.e. the offer that is considered to provide best value to the Council based on an effective combination of quality, cost and service factors. The criteria that will be utilised in this assessment are set out in section 3.9, included later in this document.

3. INSTRUCTIONS TO TENDERERS

3.1 Acknowledgement

All Tenderers are requested to acknowledge receipt of this Invitation to Tender (ITT) immediately by e-mail to the Authorised Officer.

The acknowledgement should state the following;

- The Tenderers willingness or otherwise to submit a Tender.
- The name of the Tenderers contact to whom all communications regarding this ITT should be addressed.

3.2 Discrepancies, Omissions and Enquiries concerning the Tender Documents

Should the Tenderer find discrepancies in, or omissions from, the Tender Documents, the Tenderer shall notify the Authorised Officer immediately.

3.3 Further Instructions / Information

Any instruction or information relating to the tender prior to the Tender due date will be issued as an e-mail to all Tenderers by the Council.

3.4 Clarification and Queries

There will not be any negotiations on any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered.

Tenderers shall communicate all Tender related queries by e-mail to the Authorised Officer no later than Monday 23rd March 2015. The Authorised Officer will respond to all such queries by e-mail to all Tenderers.

TELEPHONE ENQUIRIES WILL NOT BE ACCEPTED.

3.5 Study of Tender Documents

The Tenderer is required to examine the Tender Documents and to obtain all information as it may require enabling it to submit a Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents.

3.6 Tender Submission

Tenders must be submitted for the whole of the contract. Tenders for part only of the contract will be rejected.

- The Tenderer must provide all documents as listed in Section 6 of this ITT.
- All documents must be written in English.

Information provided by the Tenderer in the Tender shall constitute an irrevocable offer to the Council that shall form part of any subsequent contract between the parties.

Your response must be submitted in a sealed envelope or suitable package clearly addressed as follows:-

Procurement & Contract Management Unit
Isle of Wight Council
County Hall
High Street
Newport
PO30 1UD

Tender Ref: FB/1412/T01

Closing Date: 14:00Hrs on 22 May 2015

Tenders received after **14.00 hours on 22nd May 2015** will **NOT** be considered.

The envelope must not bear any name or mark indicating the sender.

The tender reference number must be clearly shown on the front of the envelope.

The Council does not accept responsibility for the premature opening or mishandling of envelopes that are not submitted in accordance with these instructions.

A master hard copy and a complete copy of the Tender on compact disc (CD) must be provided.

PLEASE DO NOT E-MAIL YOUR TENDER TO THE COUNCIL.

3.7 Tender Errors and Omissions

If the Council discovers errors or omissions in the Tender, the Tenderer may be required to justify the price/item(s) concerned. Any price adjustments to the Tender made by agreement between the Council and the Tenderer shall be confirmed in writing by the Tenderer to the Council before final acceptance by the Council.

3.8 Procurement timetable

The intended duration of the contract is from 01 July 2015 to 31st October 2016 inclusive, or until the new bridge is commissioned. The Council intends to confirm the award of the contract on 30 June 2015, but reserves the right to let the contract at any other date or at a later date, or not at all.

The Council proposes the following timetable for this Tender:

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Activity	Date
Dispatch of ITT	14.04.15
Return of Tender	22.05.15
Evaluation of Tender	25.05.15 – 10.06.15
Presentations	W/c 08.06.15
Selection of preferred Tenderer	11.06.15
Internal ratification by Procurement Board	18.06.15
Notification to all Tenderers	18.06.15
10 day standstill period	Ends midnight on the 29.06.15
Confirmation of successful Tenderer	30.05.15
Commencement of services	01.07.15

The Council reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

3.9 Evaluation of Tenders

The objective of the evaluation process is to assess the responses to the Tender and select an organisation to deliver the contract for the Council at best value.

Tenders will be evaluated on the basis of the most economically advantageous offer i.e. the offer that is considered to provide best value to the Council based on an effective combination of quality, cost and service factors.

The evaluation will be carried out in two stages:

- **STAGE ONE - SELECTION:** A Tenderer must first meet the minimum compliance requirements of questions 2, 3 9 and subsection 6.3.8 of the tenderer questionnaire (Schedule 7) and achieve a minimum overall weighted score of 70 on questions 4, 5, 6, 7 and 8. If all aspects of this part of the evaluation are passed then the submission will be subject to the price and qualitative evaluation. Any Tenderer who does not meet these minimum standards will not proceed to the next stage of the evaluation.
- **STAGE TWO - AWARD:** The price/quality split can be seen below and the Tenderers will be allocated a weighted score against questions 1, 2 and 3 in Schedule 9. The pricing schedule can be seen labelled Schedule 8 and the qualitative criteria responses must be provided within Schedule 9.

The Council may disqualify any Tenderer who:

- Fails to meet the minimum requirements set out in sections 2, 3, 9 and subsection 6.3.8;
- Fails to provide a satisfactory response to any questions in the Tender or inadequately or incorrectly completes any question;
- Is awarded a score of '0' for any of the qualitative questions;
- Submits its completed Tender after the deadline.

STAGE ONE - SELECTION CRITERIA

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A breakdown of the selection criteria and weightings (if applicable) can be seen in the table below.

Section	Measure	Weighting
1. Organisation Details	N/A	N/A – For information only
2. Financial Information	Pass/Fail	Pass/Fail - Risk based assessment
3. Insurance	Pass/Fail	Pass/Fail
4. Sub Contracting and Consortia	Weighting	5%
5. Skills and Capabilities - 5.1 Main activities - 5.2 Resources	Weighting	10% 5%
6. Business Practices 6.1 – Environmental Issues 6.2 - Equality 6.3 – Health and Safety 6.4 – Professional Qualifications 6.5 – Quality Assurance	Weighting	5% Pass/fail 10% except 6.3.8 which is pass/fail 10% 10%
7. Requirement Specific Questions 7.1 - Technical capabilities and experience 7.2 - Technical considerations and legislative compliance	Weighting	15% 10%
8. References	Weighting	20%
9. Professional and Business Standing	Pass/Fail	Pass/Fail

Scoring Methodology

Information Only Questions – These sections must be completed but will be used for information purposes only and will not be scored.

Pass/Fail Questions – In the event of the Tenderer being awarded a ‘fail’ on any of the pass/fail criteria, the remainder of their tenderer questionnaire and tender submission will not be evaluated.

Scoring for questions 4, 5, 6, 7 and 8 - The technical and professional ability evaluation will be conducted as follows:

- Each question is scored subjectively by each member of the assessment panel. Individual question scores will be provided from 0-5 as per the scoring structure published within each section of the tenderer questionnaire.
- The scores under each criteria are then added up and averaged by dividing by the number of assessors (E.g. 2 + 3 + 4 = 9, 9 / 3 = 3).
- The scores for each criteria are then used to calculate the weighted score as per the weightings in the table above (E.g. 3 x 0.20 (for 20% weighting) x 20 = 12).
- These weighted scores are then added up to provide the overall score.

If all aspects of this part of the evaluation are passed then the submission will be subject to the price and qualitative evaluation as detailed below.

STAGE TWO - AWARD CRITERIA

Tenders will be evaluated on the basis of:

- Price** **40%**
- Quality** **60%**

With the quality criteria being;

Criteria	Weighting
Project Understanding and key issues	5%
Project delivery	20%
Stakeholders	5%
Project Personnel	15%
Key Risks	10%
Project Completion	5%

Scoring Methodology

Scoring for Quality - The quality evaluation will be conducted as follows:

- Each question is scored subjectively by each member of the assessment panel.

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Individual question scores will be provided from 0-5 as per the scoring structure published within Schedule 9.

- The scores under each criteria are then added up and averaged by dividing by the number of assessors (E.g. 2 + 3 + 4 = 9, 9 / 3 = 3).
- The scores for each criteria are then used to calculate the weighted score as per the weightings in the table above (E.g. 3 x 0.20 (for 20% weighting) x 20 = 12).
- These weighted scores are then added up to provide an overall score for quality.

Scoring for Price - The pricing score will be calculated as follows:

For the fixed fee element: 32%

- A deviation percentage is given from the lowest price;
- The deviation percentage is then taken away from 100 to give the marks for pricing (e.g. 100 marks are given for the lowest price and 25 marks would be given for a price that is 75% more expensive).

The below example illustrates how this methodology will work in principle, where the amount of fixed price points available is 32 points:

Tenderer	% variation to lowest price tender	Formula (based on 32% weighting) = Lowest Day Rate / Tenderers Day Rate x Price Score	Fixed Fee Price Score
A	0	= 100 - 0 x 0.32	32
B	8	= 100 - 8 x 0.32	29.44
C	14	= 100 - 14	27.52

For the day rate element; 8%

A score out of 8% (or points) will be awarded for the 'price' element of the evaluation.

As part of this assessment, Tenderers are required to outline their day rates for each category of consultant included in Schedule 8. Definitions of each category of consultant are also provided in this section.

To reflect amount of time each category consultant is expected to be deployed on the Contract, the following weightings have been assigned to each category for the purposes of the evaluation:

Category of Consultant	Weighting
Junior Consultant	1%
Consultant	4%
Senior Consultant	2%
Managing Consultant	1%

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Price scores (for each category of consultant) will be calculated based on the lowest day rate submitted by Tenderers. The Tenderer with the lowest day rate will be awarded the full amount of points available, with the remaining Tenderers gaining pro-rated scores in relation to how much higher their day rates are when compared to the lowest day rate.

The below example illustrates how this methodology will work in principle for a consultant, where the amount of price points available is 4 points:

Tenderer	Day Rate	Formula = Lowest Day Rate / Tenderers Day Rate x Price Score	Price Score
A	£400	= £400 / £400 x 20	4
B	£800	= £400 / £800 x 20	2
C	£1000	= £400 / £1000 x 20	1.6

Given that Consultants will be required to charge for expenses in accordance with Customers’ travel and subsistence policies, Tenderers should not include expenses in the day rates provided.

Day rates must be provided for all categories of consultant and should not be entered as ranges of pay per category of consultant. Where a Tenderer fails to insert a day rate for each category of consultant, then grounds shall exist for excluding that tender from further consideration. For any tenders so excluded, the relevant quality score will also be excluded from the evaluation.

Total Tender Score – The total tender score will be calculated as follows:

- The total of the weighted points score for price and the weighted quality score, maximum 100 marks.

Presentation Information

A part of the evaluation process will be to invite the top three scoring companies following the paper based evaluation, or, at the discretion of the council, any potential provider who, with the addition of any presentation marks could be the successful provider, to attend a presentation. Please note that these marks are not additional presentation marks, merely potential amended marks on the basis of the presentation given. Scores can be amended up or down by one mark.

The presentation will help the evaluation panel to clarify the scores they have already given on the basis of the written submission.

Marks awarded to potential providers during the paper based assessment may change as a result of the presentation and they may go up, down or stay the same.

The intention of the presentation is that it will:

- Help the evaluation panel to determine or confirm the final choice of preferred provider as they can ask clarifying questions on various aspects of the tenders;
- Allow both parties to be introduced and meet one another;
- Give potential providers an opportunity to demonstrate areas of their bid that may not be fully possible to explain in a written submission;

- Give potential providers the opportunity to highlight and emphasise any key features and aspects of their proposal.

The presentation is an opportunity to clarify your submission; it is not an opportunity to offer a new proposal.

The presentation will be structured as follows:

- Introductions - 5 minutes
- Presentation by the potential provider of their bid – 25 minutes
- Question and answer session – 30 minutes

This format will be strictly adhered to. If a potential provider does not use their full allocated time for a particular section, it will not be carried over to add additional time for the next section.

The Council may inform potential providers of any questions the evaluators may have in advance of the meeting to ensure that these areas are covered in the presentation; however, supplementary questions may be asked arising from the presentation.

The Council will be limiting the number of attendees that the potential provider can send to the presentation to three. Sending the right people to the presentation is crucial. The staff in attendance will need to:

- Have a thorough understanding of the proposals in the submission;
- Be familiar with the workings of your organisation and how the contract will be delivered (for example the person who will be responsible for managing the contract and day to day operations);
- Be able to explain any particular financial, technical or specialist information that you put forward in your proposal;
- Be able to make decisions about how the contract will be delivered and the costs.

Potential providers should be aware that the Council may make a recording of the presentation.

General evaluation information

Tenderers may be required to clarify its submission. Tenderers are required to respond to requests for clarification within 2 days. If in the opinion of the Isle of Wight Council the Tenderer fails to provide an adequate response to one or more points of clarification, or fails to respond by the given deadline, the Tenderer may be excluded from progressing further in the process.

The Council is under no obligation to “follow up” with the Tenderer to obtain information found to be missing.

The Council reserves the right not to select a Tenderer who has been assessed as having grave weaknesses in one particular area covered by this Questionnaire, notwithstanding acceptable or even strong responses in all other areas.

Please note: Supporting information should be presented in the same order and should be referenced to the relevant question. Where word limits are applicable to a question these do not include the supporting information itself (certificates etc) however, references to any supporting material will be counted within the reply. Supporting information which is not referenced will not be considered. Referenced documentation should only support an answer by its presence not provide the answer by its content.

3.10 Notification

Following evaluation of the Tenders the Council will make a decision on which, if any, Tender shall be accepted.

Any letting of the Contract will be conditional on it being approved in accordance with the Council's internal procedures and the Council being generally able to proceed.

The Council will not enter into any form of binding commitment until a 10 day standstill period has expired and provided that its original decision on which Tender to accept remains unchanged following any representations made during the standstill period.

3.11 FREEDOM OF INFORMATION ACT 2000 AND THE ENVIRONMENTAL INFORMATION REGULATIONS 2004

The Council as a public body is bound by the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and is committed to meeting its obligations and responsibilities under both FOIA and EIR. Accordingly, any information submitted to the Council may be subject to disclosure in response to a request under the FOIA/EIR or certain information may be included in the Council's Publication Scheme that it is required to maintain under FOIA.

If you consider any of the information included in your Tender to be commercially sensitive, please identify in Schedule 10 and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

You should be aware that, even where you have indicated that information is commercially sensitive, the Council may be required to disclose it under FOIA/EIR in response to a request where such disclosure is considered to be in the public interest. Please also note that the receipt by the Council of any material marked 'confidential' or equivalent should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.

3.12 Data Sharing

The Council is under a duty to protect the public funds it administers, and to this end may use creditor payment information for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

The Council is required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. Creditor payment data will be provided to the Audit Commission for NFI and will be used for cross-system and cross-authority comparison with other relevant organisations data for the prevention and detection of fraud. The processing of data by the Commission in a data matching exercise is carried out with statutory authority under its powers in Part IIA of the Audit Commission Act 1998. It does not require the consent of the individuals concerned under the Data Protection Act 1998.'

For further information on fair Processing please refer to the Council's web site:
<https://www.iwight.com/Council/OtherServices/Business-Effectiveness-Unit/National-Fraud-Initiative>

3.13 Transparency

The Department for Communities & Local Government has introduced a requirement for Local Authorities to publish details of payments over £500 (net of VAT). Suppliers to the Council should be aware that the following spend information is published on the Council's website on a monthly basis:

- The Supplier;
- Transaction date;
- Amount paid;
- Payment reference number;
- Expenditure type description;
- Originating business unit (e.g. our service authorising payment).

Data containing personal information e.g. payments to individuals for care packages is not public data and is therefore not published.

Please click on the link below to view the Council's financial information for all transactions over £500. Details of all Council contracts can also be viewed at this link:

<http://www.iwight.com/Council/transparency/>

4. TENDER CONDITIONS

4.1 Acceptance of Tender

The Tender shall constitute an irrevocable offer to perform/provide the Services the successful Tenderer shall conclude an Agreement with the Council, which shall embody the Tender.

It is clearly understood that the ITT and the submission of the Tender shall not in anyway bind the Council to enter into a contract with the Tenderer or involve the Council in any financial commitment whatsoever in this respect. The Tenderer is also advised that the Council shall not bind itself to accept the highest, or any, Tender.

The Tender shall remain open for acceptance for a period of 120 Days from the closing date for the receipt of Tenders.

The Council is not bound to accept the lowest or any Tender and may accept the whole or part of any Tender.

The Tenderer's attention is particularly drawn to the following:

NO USEFUL PURPOSE IS SERVED BY ENQUIRING THE RESULT OF COMPETITIVE TENDERING – ALL TENDERERS ARE NOTIFIED AS EARLY AS POSSIBLE.

4.2 Rejection of Tender

The Council will not consider and will reject any Tender if:

- the Tender is incomplete or vague or is submitted later than the prescribed date and time;
or
- the Tender is not in accordance with the ITT and all other provisions of the Tender Documents or is in breach of any condition contained in the ITT;
or
- any Tender in respect of which the Tenderer:
 - has directly or indirectly canvassed any official of the Council or obtained information from any other person who has been contracted to supply goods or provide services or works to the Council concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
 - fixes or adjusts the amount of their Tender by or in accordance with any agreement or arrangement with any other person; or
 - communicates to any person other than the Council the amount or approximate amount of the figures shown in the proposed Tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or

- enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the figures to be shown or referred to by another Tenderer; or
- offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender, any act or omission; or
- in connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

shall not be considered for acceptance and shall accordingly be rejected by the Council provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

4.3 Amendment to Tender Documents

Should any additions or deletions to the Tender Documents or the provision of supplementary documentation be considered necessary prior to the date for submission of Tenders, these will be issued by the Council to Tenderers and will be deemed to then form part of the Tender Documents; the Council reserves the right to extend any date for submission of the Tenders accordingly.

4.4 Tenderers Responsibilities

A Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the information provided within this document which shall cover all obligations under the Contract and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

Please see paragraph 3.4 for more information on communicating, clarifications and queries to the Council.

4.5 Council Representatives

No person in the Council's employ or other agent, except as so authorised by the Authorised Officer, has any authority to make any representation or explanation to Tenderers as to the meaning of the Agreement or any other Tender Document or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind the Council.

4.6 Tender Documents

The documents which constitute the Tender Documents and all copies are and shall remain the property of the Council and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the Council upon demand.

4.7 Tenderer's Warranties

In submitting the Tender the Tenderer warrants and represents and undertakes to the Council that:

- it has not done any of the acts or matters referred to in paragraph 4.2 of this ITT and has complied in all respects with this ITT;
- all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees, officers, agents or advisers in connection with or arising out of the Tender are true, complete and accurate in all respects;
- it has made its own investigations and research, and has satisfied itself in respect of all matters relating to the Tender Documents;
- it has full power and authority to enter into the Agreement and provide the Services and will if requested produce evidence of such to the Council;
- it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Council) which may adversely affect such financial standing in the future.

4.8 Council's warranties and disclaimers

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the Council's criteria and the Council may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against the Council in respect of such matters and in particular (but without limitation) the Council shall not make any payments to the successful Tenderer and no compensation or remuneration shall otherwise be payable by the Council to the Tenderer in respect of the Services by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

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. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Council does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Agreement.

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This 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 any other contractual agreement. Under no circumstances shall the Council be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a Tender.

5. **SPECIFICATION**

5.1 **Background**

- 5.1.1 There is considerable pedestrian and vehicular use made of the floating bridge by local residents and visitors. In 2009/10, over 420,000 vehicles and an estimated 1.8 million passengers used it. Included within that passenger estimate are vehicle drivers (420,000), vehicle passengers (estimated at 300,000) as well as foot and bicycle passengers. These figures were gained from a one-off survey completed in spring 2009/10.
- 5.1.2 The car deck can accommodate up to 15 vehicles in three narrow lanes and has substantial passenger compartments running most of the length on both sides of the ferry.
- 5.1.3 The floating bridge has provided free river crossing for pedestrians and cyclists since 1992.
- 5.1.4 The current schedule of tolls for vehicles is shown below:
- Cars £2.20
 - Motorbikes £1.30
 - Vans £3.00
 - Lorries £7.60

The budget strategy assumes a net income from the service of £140k in the current year.

- 5.1.5 The Consultant is required to assist the Client in the preparation of the outline design and statement of requirements for the design and construction of the new floating bridge, to provide assistance with evaluation of the tenders and overseeing the build and delivery of a replacement floating bridge until such time as it commences operation.
- 5.1.6 The provision of a new floating bridge has been included in the Solent Local Enterprise Partnership (SLEP) funding bid; outline business cases for the regeneration of Royal Pier, Southampton and East Cowes – including the provision of a new floating bridge – and approved by Government as part of a £124.8m contribution to the delivery of the Solent Strategic Economic Plan. Detailed business cases to secure the funding need have been submitted to the SLEP and final confirmation of the funding is expected in March 2015.
- 5.1.7 The funding requested for the new floating bridge through the SLEP bid is £4,000,000 to £4,500,000; this includes the provision of the new floating bridge, potential remodelling of both slipways, one in Cowes and one in East Cowes, to enable the segregation of vehicles and foot passengers and the ability to take payment in advance for vehicles and pedestrians prior to embarking on the bridge.
- 5.1.8 The provision of a new floating bridge has been identified by the SLEP as a key deliverable and a condition of the funding would be that a new bridge will need to be in service as early as possible in 2016, and in any event by no later than October 2016.
- 5.1.9 It is accepted that by fulfilling the above objectives the new bridge will support the economic wellbeing of Cowes and East Cowes and that the levels of vehicle congestion currently experienced in Newport at peak times should reduce.

5.2 **The Services**

- 5.2.1 The Consultant is required to deliver the following Services:

5.2.1.1 Undertake a review of the operation of the existing floating bridge and demonstrate an understanding of the current issues.

5.2.1.2 To establish the key stakeholders (it is accepted that this will include Cowes Harbour Commission (CHC) and the Maritime and Coastguard Agency (MCA) but others are to be identified) and undertake a baseline audit of their requirements which may impact upon the design of a new floating bridge. The audit is to be completed within the first four weeks of the Commencement Date. The audit will inform the scope of the delivery of the Services and identify any potential issues which require resolution.

5.2.1.3 To establish and secure all necessary permissions for the construction and operation of the new floating bridge. It is currently envisaged that as a minimum the Consultant will need to engage with the Maritime and Coastguard Agency (MCA), Marine Management Organisation (MMO), Environment Agency (EA) and the Local Planning Authority.

5.2.1.4 To produce an outline design and specification together with a statement of requirements for the new floating bridge. This will need to detail the construction class, requirements for all testing, instillation, bringing in to service and staff training.

5.2.1.5 To submit a project plan, outlining:

- A method statement setting out how the outcomes and outputs will be achieved;
- Project management and work planning techniques to be employed;
- Anticipated timescales for delivery of the Project;
- Resources, materials and personnel to be deployed on the Project, particularly, a list of all key job roles that may be employed on the project and where possible the relevant qualifications and experience of the personnel that may be used. This should include appropriate experience, capabilities and knowledge to meet the specific requirements of the Project, including sound knowledge of policy and legislative background relating to local government and the wider public sector;
- How risks will be managed;
- How the Project will be reviewed, knowledge transferred and lessons learnt;
- Confirmation of no professional conflicts of interest with any organisation / individual the Client may be engaged with in any capacity;
- A breakdown of estimated costs (excluding VAT) for undertaking the project in accordance with the proposed method statement;
- Hourly rates (and/or all inclusive day rates) for the principal job roles identified in the method statement and which may be engaged with the project on any basis (e.g. project manager, technical specialists, call off positions); and

- All other identifiable additional costs associated with the completion of the project.

5.2.1.6 To provide a communication plan detailing the Consultants proposed engagement with the Client throughout the Term. This must encompass:

- Updates on the status of the Services and review meetings as necessary;
- Identification of stakeholders and how they will be kept informed; and
- Method and frequency of communication with these stakeholders.

5.2.1.7 To provide the following services through the various stages of the project:-

- Advice on and responses to queries during the tender period;
- Assistance with evaluation of the tenders for the construction of the new bridge; this will be a two stage EU tender
- Oversee the construction of the new bridge with the company appointed as a result of the tender process; this is to include attendance at technical meetings at the selected shipyard;
- Approval of the shipyard detailed design and construction drawings;
- Attendance at shipyard and final trials
- To oversee the delivery, bringing in to service and commencement of operation of a replacement floating bridge by October 2016
- To ensure that at the end of the Contract the Client has a clear, structured and fully costed plan detailing the preventative maintenance schedule for the new bridge
- Advice to the client during the warranty period.

5.2.1.8 To demonstrate how the outline design will meet the Clients high level objectives which are:

- Reduced queuing times;
- Increased number of crossings per day;
- Shorter crossing times;
- Greater capacity for vehicles;
- Reduced running costs;
- Improved passenger accommodation;
- Reduced carbon emissions;
- Improved energy efficiency;
- Separation of vehicles and passengers particularly when loading and unloading;

5.2.1.9 Introduce opportunities to advertise local business and attractions.

5.3 Variation

5.3.1 If it is not felt possible to achieve any of the objectives the Consultants should advise the Client of reasons for this and propose any mitigation measures that can be implemented. The Service shall only be varied in accordance with the provisions of the Contract.

TENDER SUBMISSION CHECKLIST – TO BE RETURNED WITH TENDER SUBMISSION

Name of Tenderer: **[Please enter your organisation name]**

The Tenderer has submitted the following information with this Tender.

Schedule No.	Document	Please tick if enclosed
1	Agreement Acceptance Sheet	
2	Form of Tender	
3	Declaration of Direct or Indirect Interest	
4	Certificate as to Canvassing	
5	Declaration	
6	Certificate of Compliance – Insurance	
7	Tenderer Questionnaire – Selection Criteria	
8	Pricing Detail – Award Criteria	
9	Quality Information – Award Criteria	
10	Freedom of Information	
11	References	

To be completed and returned with Tender submission.

Any missing information may result in your Tender being rejected.

Schedule 1 – Agreement

Please see Appendix 1 (separate document) for the Terms and Conditions.

Schedule 1 – Agreement Acceptance

I/We fully accept the terms and conditions as referred to in the Agreement (**APPENDIX 1**).
Furthermore, it is agreed that any terms and conditions emanating from a Tenderer on their
documentation shall be explicitly excluded.

Signed.....

Date

In the capacity of (Job title).....

duly authorised to sign tenders and give such certificates for and on behalf of

(Company name in BLOCK CAPITALS)

Telephone No.

Postal Address

.....

.....

To be signed and returned with the Tender.

IMPORTANT; The Council will not enter into negotiation on any of the substantive terms of the
tender documents. Any queries or concerns about any part of the tender document(s) should be
raised with the Council prior to you submitting your tender.

Schedule 2 - Form of Tender

INCORPORATING COLLUSIVE TENDERING CERTIFICATE

To: Isle of Wight Council
County Hall
High Street
Newport
Isle of Wight
PO30 1UD

Having examined the Tender Documents for the granting of the Agreement we offer to provide the Service in conformity, without qualification, therewith and in accordance with the sum/sums set out in schedule 8 of this Tender.

Unless and until a formal agreement is prepared and executed, the Tender together with your written acceptance thereof, shall constitute a binding contract between us

We understand you are not bound to accept the highest Tender or any Tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender

We certify that this is a bona fide Tender, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:

- communicate to a person other than the person calling for those Tenders the amount or approximate amount set out in the Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary or required for the preparation of the Tender
- enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted
- offer or pay or give or agree to pay or give any sum of money 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 other Tender or proposed Tender for the Agreement any act or thing of the sort described above

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not

Signed.....

Date

In the capacity of (Job title).....

duly authorised to sign tenders and give such certificates for and on behalf of

**INVITATION TO TENDER FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN
RELATION TO THE PROCUREMENT OF A REPLACEMENT FLOATING BRIDGE**

(Company name in BLOCK CAPITALS)

Telephone No.

Postal Address

.....

.....

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed and returned with your Tender submission

Schedule 3 - Declaration of Direct or Indirect Interest

I/We hereby certify that to the best of my/our knowledge and belief, no person or persons who is a Councillor, Officer, Servant or Agent of the Council has any direct or indirect interest in or connection with the Tenderer

Signed.....

Date

In the capacity of (Job title).....

duly authorised to sign tenders and give such certificates for and on behalf of

(Company name in BLOCK CAPITALS)

Telephone No.

Postal Address

.....

.....

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed and returned with your Tender submission

Schedule 4 - Certificate of Canvassing

I/We hereby certify that I/We have not and will not canvass or solicit any Member, Officer or Employee of the Council in connection with the preparation, submission and evaluation of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by me/us or acting on my/our behalf has done or will do such an act.

Signed.....

Date

In the capacity of (Job title).....

duly authorised to sign tenders and give such certificates for and on behalf of

(Company name in BLOCK CAPITALS)

Telephone No.

Postal Address

.....

.....

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed and returned with your Tender submission

Schedule 5 - Declaration

Provision of design and contract supervision services in relation to the procurement of a replacement floating bridge

To Isle of Wight Council

I/We

Carrying on business at

.....
.....
.....

hereby Tender and undertake to provide the Services in accordance with the Tender Documents.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to any of the Tender documents shall not affect the Agreement and may cause the Tender to be rejected.

I/We agree that this Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 6 months from this date.

Unless and until the formal Agreement is prepared and executed, this Tender, together with the Council's acceptance thereof in writing, shall constitute a binding contract between the two parties.

I/We certify that the details of this Tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

I/We understand that you are not bound to accept the highest Tender or any Tender you may receive.

I/We certify that this is a bona fide Tender.

Signed.....

Date

In the capacity of (Job title).....

duly authorised to sign tenders and give such certificates for and on behalf of

(Company name in BLOCK CAPITALS)

Telephone No.

Postal Address

INVITATION TO TENDER FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN
RELATION TO THE PROCUREMENT OF A REPLACEMENT FLOATING BRIDGE

.....
.....

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed and returned with your Tender submission

Schedule 6 - Certificate of compliance - Insurance

In the matter of the proposed Agreement between the Council and
..... (the Supplier)

for the provision of design and contract supervision services in relation to the procurement of a replacement floating bridge

It is hereby certified that the Supplier is insured against any liability loss claim proceedings and costs whatsoever and whether arising under common law or statute:

in respect of personal injury to or death of any person whomsoever whether employed by the Supplier or otherwise; and

in respect of any loss or damage whatsoever to any property real or personal including any property belonging to or in the control of the Council; and

arising out of or in the course or caused by the execution of the Agreement.

It is further certified that the insurance cover provides a level of indemnity for Employers Liability at **£10 million**, Public Liability at **£10 million** for each and every incident or accident and Professional Indemnity at **£5 million**.

It is further certified that the policies that meet the requirements set out herein bear endorsement indemnifying the Council as Principal.

	Please tick
Copies of Insurance Policies enclosed	
Please confirm here if your organisation <u>does not currently</u> meet the Council's Insurance requirements	

If, following the evaluation, your organisation is the successful Tenderer and you do not currently meet the Council's Insurance requirements, the contract will not be concluded until evidence is produced to certify that the correct levels of insurance have been obtained.

Signed.....

Date

In the capacity of (Job title).....

duly authorised to sign tenders and give such certificates for and on behalf of

(Company name in BLOCK CAPITALS)

Telephone No.

Postal Address

.....

INVITATION TO TENDER FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN
RELATION TO THE PROCUREMENT OF A REPLACEMENT FLOATING BRIDGE

.....

NOTE: THIS FORM MUST NOT BE AMENDED

To be signed, completed and returned with your Tender submission

Schedule 7 – STAGE ONE – SELECTION CRITERIA – TENDERER QUESTIONNAIRE

Please note; if your company does not currently meet the Council’s requirements, you will be required to provide details of how you would rectify this should you be awarded the contract. The Council reserves the right to reject any bid that does not meet the Council’s requirements or does not provide any, or any satisfactory information of how this will be rectified should the contract be awarded to them.

Please expand on any section where there is insufficient space to provide your response.

1	BASIC DETAILS OF YOUR ORGANISATION	
1.1	Please detail the name of the organisation (prime or single contractor) to whom the contract would be awarded to:	
1.2	Contact name for enquiries about this tenderer questionnaire:	
1.3	Job Title:	
1.4	Organisation Address: Post Code:	
1.5	Telephone number:	
1.6	Fax number:	
1.7	E-mail address: (if available) Please note; this email address will be used for all correspondence relating to your tender submission	
1.8	Website address (if any):	
1.9	Company Registration number (if this applies):	
1.10	Charities or Housing Association or other Registration number (if this applies). Please specify registering body:	
1.11	Date of Registration: (if this applies)	
1.12	Registered address if different from	

**INVITATION TO TENDER FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN
RELATION TO THE PROCUREMENT OF A REPLACEMENT FLOATING BRIDGE**

	the above: Post Code:		
1.13	Are you registered for VAT? If so, please provide Registration number:		
1.14	Is your organisation:	i) a public limited company?	
		ii) a limited company?	
		iii) a partnership	
		iv) other (please specify)	
1.15	Is your organisation a small or medium-sized enterprise (SME)?	Yes/No	
1.16	Are you acting as the lead organisation for a consortium, joint venture or other arrangement?	Yes/No	
1.17	Name of (ultimate) parent company (if this applies):		
1.18	Companies House Registration number of parent company (if this applies):		
1.19	Is your organisation registered under the Data Protection Act 1998	Yes/No	Registration No.:
Marking information for Section 1:		The information required in Section 1 is for information only	

2.	FINANCIAL INFORMATION	
	Please note that not all questions will require a response; please read carefully.	
2.1	<p>The Potential Provider shall attach audited accounts for the last two of its financial years (or for the period of the applicant's incorporation if such period be less than two years) or if you qualify for the small business exemption, a copy of your statutory accounts for your last two financial years.</p> <p>The accounts must be published in English.</p> <p>The accounts submitted <u>must</u> relate solely to the Potential Provider (or proposed Consortium member).</p> <p>If the Potential Provider is unable to provide two years accounts</p>	<p>Included:</p> <p>Yes/No</p>

**INVITATION TO TENDER FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN
RELATION TO THE PROCUREMENT OF A REPLACEMENT FLOATING BRIDGE**

	<p>please proceed to 2.2</p> <p>If two years accounts have been provided please proceed to 2.7 directly, there is no requirement to complete 2.2 – 2.7 in addition to 2.1.</p> <p>Please note; if accounts are received in any other currency other than GBP then Council will use the conversion rate of the day of the assessment to convert into GBP for the purpose of the assessment.</p>	
2.2	<p>Please provide a statement of your organisation's turnover, Profit & Loss, Balance sheet and a Director's/Managing Partners report for the most recent two years of trading.</p> <p>If the Potential Provider is unable to provide this please proceed to 2.3, if provided, please proceed to 2.7</p>	<p>Included: Yes/No</p>
2.3	<p>Please provide a statement of your organisation's turnover, Profit & Loss, Balance sheet and a Director's/Managing Partners report for the most recent year of trading.</p> <p>If the Potential Provider is unable to provide this please proceed to 2.4, if provided, please proceed to 2.7</p>	<p>Included: Yes/No</p>
2.4	<p>Please provide a statement of the organisation's cash flow forecast for the current year and a bank letter outlining the current cash and credit facility Position.</p> <p>If the Potential Provider is unable to provide this please proceed to 2.5, if provided, please proceed to 2.7</p>	<p>Included: Yes/No</p>
2.5	<p>Please provide alternative means of demonstrating financial status if trading for less than one year (e.g. a copy of your business plan, cash flow forecast, details of your start up capital/loans or management accounts).</p> <p>If the Potential Provider is unable to provide this please proceed to 2.6, if provided, please proceed to 2.7</p>	<p>Included: Yes/No</p>
2.6	<p>If none of the information requested above is available please detail how the relevant body and if appropriate the consortium members and/or sub-contractors will obtain funding to support its the delivery of the contract.</p>	<p>Included: Yes/No</p>
2.7	<p>If the organisation is a subsidiary of a group, the above information is required for both the subsidiary and the ultimate parent company. Where a consortium or association is proposed, the information is requested for each member company. Please indicate this is included.</p>	<p>Included: Yes/No/Not required</p>
2.8	<p>Please confirm your commitment to obtain either a Performance Bond or Parent Company Guarantee prior to contract award, if the Council deems this necessary.</p>	<p>Yes/No</p>
2.9	<p>If requested would you be willing to provide a Banker's reference?</p>	<p>Yes/No</p>

2.10	<p>(a) If your organisation is not registered with Companies House as either a private/public limited company or a limited liability partnership please can you provide the following monetary values from your Balance Sheet for your last two financial years:</p> <table border="1" style="width: 100%; border-collapse: collapse; margin: 10px 0;"> <tr> <td style="width: 30%; height: 20px;"></td> <td style="width: 30%;"></td> <td style="width: 40%;"></td> </tr> <tr> <td>Total Assets</td> <td></td> <td></td> </tr> <tr> <td>Intangible Assets</td> <td></td> <td></td> </tr> <tr> <td>Total Liabilities</td> <td></td> <td></td> </tr> </table> <p>These factors will be used to calculate your organisation's Tangible Net Worth.</p> <p>Tangible Net Worth is calculated on the following basis:</p> <p style="text-align: center;">Total Assets less Intangible Assets less Total Liabilities</p> <p style="text-align: center;">= Tangible Net Worth</p> <p><i>(Intangible Assets: this may include assets such as Goodwill, Capitalised R&D, Franchise Costs etc.)</i></p>				Total Assets			Intangible Assets			Total Liabilities		
Total Assets													
Intangible Assets													
Total Liabilities													
	<p>(b) If you are unable to provide this information, please state your reasons below:</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>												
2.11	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"> <p>If you believe that your organisation has a negative 'Tangible Net Worth' but you believe that there are specific factors which should be taken into account (e.g. inter-company loans, pension liabilities etc), please provide further information and corresponding monetary values which may be taken into account as part of the evaluation.</p> </td> <td style="width: 30%; padding: 5px; vertical-align: top;"> <p>Yes (see response below) / Not required</p> </td> </tr> <tr> <td colspan="2" style="border: 1px solid black; height: 80px;"></td> </tr> </table>	<p>If you believe that your organisation has a negative 'Tangible Net Worth' but you believe that there are specific factors which should be taken into account (e.g. inter-company loans, pension liabilities etc), please provide further information and corresponding monetary values which may be taken into account as part of the evaluation.</p>	<p>Yes (see response below) / Not required</p>										
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2.12	<p>Only respond if no response to questions 2.1 – 2.6.</p> <p>Please provide any other information that supports your organisation’s financial sustainability in this procurement process. This could include a business plan, sources of funding etc.</p> <div style="border: 1px solid black; height: 40px; margin-top: 5px;"></div>												

INVITATION TO TENDER FOR THE PROVISION OF DESIGN AND CONTRACT SUPERVISION SERVICES IN RELATION TO THE PROCUREMENT OF A REPLACEMENT FLOATING BRIDGE

Marking information for Section 2:	<p>The Council requires potential providers to be able to provide at least one of the documents requested in 2.1 – 2.5. If you are unable to provide the information in at least one of the sections, this will result in a FAIL.</p> <p>-----</p> <p>If the organisation is a subsidiary of a group, the above information is required for both the subsidiary and the ultimate parent company. Where a consortium or association is proposed, the information is requested for each member company. Failure to provide this information will result in a 'Fail'.</p> <p>-----</p> <p>The table below details the areas that will be evaluated and the weightings that will apply to the in financial assessment:</p> <table border="1"> <thead> <tr> <th>Category</th> <th>Range</th> <th>Score</th> <th>Max Score</th> <th>Data Required</th> </tr> </thead> <tbody> <tr> <td rowspan="3">Turnover covers X contract value</td> <td>0 - 10 X</td> <td>0</td> <td rowspan="3">20</td> <td rowspan="3">1. Gross turnover, contract value</td> </tr> <tr> <td>10 - 50 X</td> <td>10</td> </tr> <tr> <td>50 X +</td> <td>20</td> </tr> <tr> <td rowspan="4">Pre-tax profit</td> <td>Loss</td> <td>0</td> <td rowspan="4">15</td> <td rowspan="4">Pre-tax profit, gross turnover</td> </tr> <tr> <td>0 - 5%</td> <td>5</td> </tr> <tr> <td>5 - 10%</td> <td>10</td> </tr> <tr> <td>10% +</td> <td>15</td> </tr> <tr> <td rowspan="3">Change in profit</td> <td>Still loss</td> <td>0</td> <td rowspan="3">5</td> <td rowspan="3">Pre-tax profit for 2 years</td> </tr> <tr> <td>Down</td> <td>0</td> </tr> <tr> <td>Up</td> <td>5</td> </tr> <tr> <td rowspan="3">Change in net worth</td> <td>Negative</td> <td>0</td> <td rowspan="3">10</td> <td rowspan="3">Fixed assets, intangible assets, total liabilities</td> </tr> <tr> <td>0 - 10% up</td> <td>5</td> </tr> <tr> <td>10% + up</td> <td>10</td> </tr> <tr> <td rowspan="4">Overall net worth value</td> <td>Negative</td> <td>0</td> <td rowspan="4">15</td> <td rowspan="4">Fixed assets, intangible assets, total liabilities</td> </tr> <tr> <td>Neg, but good reason</td> <td>5</td> </tr> <tr> <td>0 - 10% +ve</td> <td>10</td> </tr> <tr> <td>10% +</td> <td>15</td> </tr> <tr> <td rowspan="4">Current ratio (%)</td> <td>0 - 0.1</td> <td>0</td> <td rowspan="4">15</td> <td rowspan="4">Current assets, current liabilities</td> </tr> <tr> <td>0.1 - 0.5</td> <td>5</td> </tr> <tr> <td>0.5 - 1.0</td> <td>10</td> </tr> <tr> <td>1.0 +</td> <td>15</td> </tr> <tr> <td rowspan="3">Gearing</td> <td>> 100%</td> <td>0</td> <td rowspan="3">10</td> <td rowspan="3">Long term liabilities, shareholders funds</td> </tr> <tr> <td>50 - 100%</td> <td>5</td> </tr> <tr> <td>< 50%</td> <td>10</td> </tr> <tr> <td rowspan="3">Cash as % of contract value</td> <td>0 - 50%</td> <td>0</td> <td rowspan="3">10</td> <td rowspan="3">Cash held, contract value</td> </tr> <tr> <td>50 - 100%</td> <td>5</td> </tr> <tr> <td>100% +</td> <td>10</td> </tr> <tr> <td>Total</td> <td></td> <td></td> <td>100</td> <td></td> </tr> </tbody> </table> <p>The following scoring mechanism will be used to assess the financial evaluation:</p> <table border="1"> <thead> <tr> <th>Risk Score</th> <th>Evaluation outcome</th> </tr> </thead> <tbody> <tr> <td>Score of between 0 and 25</td> <td>Fail – if this is the resulting score following the assessment then a wider market analysis may, at the discretion of the Council, be conducted to confirm whether this should be a fail. This could be in the form of a credit check. If the wider market analysis results in a 'Pass'</td> </tr> </tbody> </table>	Category	Range	Score	Max Score	Data Required	Turnover covers X contract value	0 - 10 X	0	20	1. Gross turnover, contract value	10 - 50 X	10	50 X +	20	Pre-tax profit	Loss	0	15	Pre-tax profit, gross turnover	0 - 5%	5	5 - 10%	10	10% +	15	Change in profit	Still loss	0	5	Pre-tax profit for 2 years	Down	0	Up	5	Change in net worth	Negative	0	10	Fixed assets, intangible assets, total liabilities	0 - 10% up	5	10% + up	10	Overall net worth value	Negative	0	15	Fixed assets, intangible assets, total liabilities	Neg, but good reason	5	0 - 10% +ve	10	10% +	15	Current ratio (%)	0 - 0.1	0	15	Current assets, current liabilities	0.1 - 0.5	5	0.5 - 1.0	10	1.0 +	15	Gearing	> 100%	0	10	Long term liabilities, shareholders funds	50 - 100%	5	< 50%	10	Cash as % of contract value	0 - 50%	0	10	Cash held, contract value	50 - 100%	5	100% +	10	Total			100		Risk Score	Evaluation outcome	Score of between 0 and 25	Fail – if this is the resulting score following the assessment then a wider market analysis may, at the discretion of the Council, be conducted to confirm whether this should be a fail. This could be in the form of a credit check. If the wider market analysis results in a 'Pass'
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Total			100																																																																																										
Risk Score	Evaluation outcome																																																																																												
Score of between 0 and 25	Fail – if this is the resulting score following the assessment then a wider market analysis may, at the discretion of the Council, be conducted to confirm whether this should be a fail. This could be in the form of a credit check. If the wider market analysis results in a 'Pass'																																																																																												

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			<p>then this may be subject to provision of a suitable parent company guarantee or commitment to provide a performance bond if/when deemed appropriate. If deemed appropriate and the supplier is unable to provide either one of these, this will result in a 'Fail'. Please note: a financial appraisal (using the same financial appraisal and evaluation process) will be carried out on the Parent Company to assess their suitability to act as Guarantor.</p>	
		<p>Score of between 26 and 49</p>	<p>Conditional Pass – this may, at the discretion of the Council, be subject to provision of a suitable parent company guarantee or commitment to provide a performance bond if/when deemed appropriate. If deemed appropriate and the supplier is unable to provide either one of these, this will result in a "Fail." Please note: a financial appraisal (using the same financial appraisal and evaluation process) will be carried out on the Parent Company to assess their suitability to act as Guarantor.</p>	
		<p>Score of 50 and over</p>	<p>Pass with no conditions.</p>	

Tangible Net Worth is calculated on the following basis:

Total Assets **less** Intangible Assets **less** Total Liabilities

= Tangible Net Worth

(Intangible Assets: this may include assets such as Goodwill, Capitalised R&D, Franchise Costs etc.)

If your organisation has a negative Tangible Net Worth but believes there are specific factors which should be taken into account then these will be considered. Consideration of these factors may lead to assurance being sought such as a Parent Company Guarantee (e.g. for Inter-Company loans).

We may approach you for further financial information if necessary.

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3		INSURANCE
3.1	<p>If your company's tender is successful, adequate insurance cover will be required to the level set by the Council, in the case of this contract the values will be as follows:</p> <p>Professional Indemnity £5 million</p> <p>Public Liability £10 million</p> <p>Employer's Liability £10 million</p> <p>Please confirm that you currently have the correct levels of insurance in place</p>	Yes/No
3.2	<p>If your company does not currently hold adequate insurance cover please confirm whether you would be willing to take out the appropriate level of insurance cover as set out above if you are successful in winning the contract?</p>	Yes/No
Marking information for Section 3:		Section 3 will be marked on a pass/fail basis. If your company does not meet the Council's minimum requirements as set out in 3.1 and indicates 'No' to section 3.2, this will be classed as a fail.

4		SUB CONTRACTING AND CONSORTIA
<p>All Tenderers should answer question 4.1. Where a Tenderer at this stage of the process intends to sub-contract they should also answer questions 4.2 and 4.3 below. Where a Tenderer becomes aware of the intention to subcontract at later stages in the procurement they are required to notify the Council of this and provide the information requested below at that time. Where a Tenderer is a consortium they should indicate which members are proposing to deliver the services. Please note; where a Tenderer is tendering as a consortium which is yet to be formed into a legal entity, a <u>full</u> Tenderer Questionnaire will need to be submitted for all the proposed members of the consortium.</p>		
4.1	Please indicate which applies to your company:	
(a)	Your organisation is bidding to provide the services required itself (if 'Yes', continue to question 5)	Yes/No
(b)	Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some services (sub contracting)	Yes/No
(c)	The Tenderer is a consortium	Yes/No
(d)	The Tenderer is a proposed consortium not yet formed	Yes/No
4.2	If your answer to 3.1 is (b) , (c) or (d) , indicate in the table below the relevant company/organisation name of the other Consortium members or third party contractors	

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	and which elements of the contract they would be responsible for (if known)	
	If unknown please proceed to 4.3	
	Company/Organisation	How much of the requirement <u>and</u> what will they directly deliver (%)
4.3	If you are proposing to sub contract any of the work required as a part of this contract you will need to demonstrate a satisfactory methodology and track record of delivering a supply chain. Please outline your organisations policy regarding the selection, use and management of sub-contractors.	

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Marking information for Section 4	<p>Section 4.1 to 4.3 will be marked as a whole as follows:</p> <p>5 – Excellent level of information provided with clear methodology on the selection/use and management of sub contractors or is proposing to deliver the services themselves</p> <p>4 - Good level of information provided with clear methodology on the selection/use and management of sub contractors</p> <p>3 – Acceptable level of information provided with methodology on the selection/use and management of sub contractors. The response generally meets the Council’s requirements but lacks sufficient detail to award a higher mark.</p> <p>2 - Limited level of information provided with methodology lacking clarity with some minor reservations about the organisations abilities and methods</p> <p>1 – Limited level of information provided with methodology lacking clarity with some major reservations about the organisations abilities and methods</p> <p>0 – Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability and methods in place</p>
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5	BUSINESS ACTIVITIES		
5.1	What are the main business activities of your organisation?		
5.2	How many staff does your organisation employ (including consortia members or sub-contractors where appropriate) in total and how many work in areas relevant to delivery of this contract?	Total Employees	Relevant to the delivery of the contract

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Marking information for Section 5	<p>Section 5.1 will be marked independently as follows:</p> <p>5 – Business activities highly relevant to this requirement</p> <p>4 – Business activities relevant to this requirement</p> <p>3 – Business activities have reasonable relevance</p> <p>2 – Business activities have some relevance</p> <p>1 – Business activities have limited relevance</p> <p>0 – No relevance or no</p> <p>-----</p> <p>Section 5.2 will be marked as follows:</p> <p>5 – Number of staff in appropriate area of business is more than adequate to meet this requirement</p> <p>4 – Number of staff is clearly adequate</p> <p>3 – Number of staff is probably adequate</p> <p>2 – Number of staff is below requirements</p> <p>1 – Number of staff appears inadequate</p> <p>0 – No relevant relevance or no response</p>
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6	BUSINESS POLICIES AND PRACTICES	
6.1	Environmental Issues	
	Please provide details of your company’s policies in respect of environmental issues and the processes in place to ensure compliance with these policies. (E.g. working within a site that has Environmental Designated Protection; Disposal of Spoil and other waste products; Diesel or other Spillages from vehicles and plant working on site, for example)	
6.2	Equality	
	The Isle of Wight Council is required to be fully compliant with the requirements of the Equality Act 2010. It is standard practice for the Isle of Wight Council to evaluate its potential contractors, suppliers and service providers in respect of its Equality and Diversity policies and practices.	
6.2.1	Do you have an Equality and Diversity Policy? If yes, please	Yes/No

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	return it with this questionnaire	
	If no, please describe below the reasons for this:	
	If the answer is yes*:	
	a) Does the policy provide guidance in respect of recruitment and training?	Yes/No
	b) Is the policy made available to employees, recognised trade unions or other employee representative groups (where applicable)	Yes/No
	c) Do you make commitments to diversity when promoting your service/when undertaking recruitment	Yes/No
	*Please provide evidence to support your submission	
6.2.2	In the last three years, has any findings of discrimination been made against your organisation by any court or tribunal?	Yes/No
	If the answer is 'yes', please provide details below, including how the issues have since been addressed:	
6.2.3	In the last three years, has any contract with you or your company been terminated on grounds of your failure to comply with: <ul style="list-style-type: none"> • Legislation prohibiting discrimination Contract conditions relating to equality	Yes/No
	If the answer is 'yes', please provide details below, including how the issues have since been addressed:	
6.2.4	Who has overall responsibility for diversity and equality within your organisation?	For information only

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6.3	<p align="center"><u>Health and Safety</u></p> <p>Any business employing five or more people has, by law, to prepare and bring to the attention of employees a written Health and Safety Policy Statement.</p> <p>A Health and Safety Policy usually consists of three distinct sections namely:</p> <p>General Policy Statement – a short statement outlining the organisation’s commitment to Health and Safety, signed and dated by the senior organisation official (for example, the Managing Director).</p> <p>Organisation – how the organisation addresses health and safety; lines of communication between managers and staff; and any specific duties/responsibilities assigned within the organisation - this should be relatively straightforward for smaller organisations.</p> <p>Arrangements – the systems and procedures in place for ensuring employees’ health and safety at work.</p>	
6.3.1.	Please provide a signed , current copy of your policy (indicating when it was last reviewed and by whose authority it is published).	Included: Yes/No
6.3.2	<p>Please give details of your safety organisation (structure, roles and responsibilities) in the space provided below.</p> <p>The organisation must be relevant to the nature and scale of your work and set out the responsibilities for health and safety management at all levels within the organisation.</p>	
6.3.3	<p>Provide the name and competency details of the source of advice, e.g. a safety group, trade federation, or consultant who provides health and safety information and advice. Please provide an example from the last 12 months of advice given and action taken.</p>	
6.3.4	<p>What health and safety training is given to employees and how is their competence to safely perform work tasks assessed?</p> <p>Please provide evidence of a H&S training culture including records, certificates of attendance and adequate H&S induction training for the workforce.</p>	
6.3.5.	Accident reporting – Please provide the following:	

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	<ul style="list-style-type: none"> ▪ provide records of all RIDDOR reportable events, and any enforcement notices, for at least the last 3 years. ▪ Provide evidence showing the way in which you record and investigate accidents and incidents. ▪ Records of last 2 accidents/incidents and action taken to prevent recurrence. ▪ For larger companies, simple statistics showing incidence rates for major injuries, over seven-day injuries, reportable cases of ill-health and dangerous occurrences for three years. <p>Records should include any incidents that occurred whilst the company traded under a different name, and any incidents that occur to direct employees or labour only subcontractors</p>	<p>Included: Yes/No</p>
<p>6.3.6</p>	<p>Please provide details of the company’s procedures for monitoring and reviewing health and safety performance.</p> <p>This could be through formal audit or discussion/reports to senior managers; Evidence of recent monitoring and management response; Copies of inspection reports.</p>	
<p>6.3.7</p>	<p>Please provide details of safety arrangements for the type of work intended, including:</p> <p>Risk assessment leading to a safe method of work - Provide evidence showing how you will identify significant H&S risks and how they will be controlled. If you employ <5 persons and do not have written arrangements, you should be able to describe how you achieve the above. Please provide an example of a completed risk assessment.</p> <p>Monitoring, audit & review – provide evidence of your system for monitoring your procedures, for auditing them at periodic intervals, and for reviewing them on an on-going basis. This could be through formal audit or discussion/reports to senior managers; Evidence of recent monitoring and management response; Copies of site inspection reports.</p>	

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6.3.8	In the last three years have either your organisation or your proposed partners, been prosecuted for contravention of the Health and Safety at Work Act/ any health and safety legislation	Yes/No If 'Yes' please give details below of steps taken to put it right
6.4	Professional Qualifications	
	Please detail the skills and qualifications held by all levels of your staff that would be responsible for working on projects of this nature.	
6.5	Quality Assurance	
	Please provide details of your organisations quality assurance accreditation, or any accreditation you are working towards. Please note that this can be in the form of construction industry specific accreditation, or for example, wider corporate ISO 9001 accreditation.	
Marking information for Section 6:	<p>Section 6.1 will be marked as follows:</p> <p><u>For 6.1.1:</u> High risk (has answered 'NO' to any of the questions and not provided any information or satisfactory information about reasons why) – FAIL</p> <p>Medium/Low/No risk (has answered 'YES' to all of the questions and provided supporting evidence; or where 'NO' has been answered there is satisfactory evidence demonstrating satisfactory reasons why – e.g. sole trader) – PASS</p> <p><u>For 6.1.2 and 6.1.3:</u> High risk (has answered 'YES' to the question and not provided any information or satisfactory information about reasons why and/or steps made to put right) – FAIL</p> <p>Medium/Low/No risk (has answered 'NO' to the question; or where 'YES' has been answered there is satisfactory evidence demonstrating satisfactory reasons why and/or steps made to put right) – PASS</p> <p><u>For 6.1.4:</u> For information only – not scored.</p> <p>For 6.2: High risk (has answered 'NO' to 6.2.1 and has answered 'NO' to 6.2.2 – FAIL</p>	

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	<p>Medium/Low/No risk (has answered 'YES' to 6.2a or where 'NO' has been answered for 6.2.1, 'YES' has been answered to 6.2.2) – PASS</p> <p>Section 6.3 will be marked as follows:</p> <p>Section 6.3.1 – 6.3.7 will be marked as follows:</p> <p>5 – Excellent level of information provided. Meets all of their minimum statutory requirements.</p> <p>4 – Good Level of information provided. Meets all of their minimum statutory requirements.</p> <p>3 – Acceptable level of information provided. Largely meets minimum requirements but lacks sufficient detail to award a higher mark.</p> <p>2 – Limited level of information provided. Meets some of the minimum requirements but with minor issues.</p> <p>1 - Limited level of information provided. Meets some of the minimum requirements but with at least one major issue.</p> <p>0 – Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability and methods in place</p> <p>Section 6.3.8 will be marked as follows:</p> <p>High risk High risk (has answered 'YES' and not provided any information or satisfactory information about steps taken to put it right) – FAIL</p> <p>Medium/Low/No risk (has answered 'NO' or where 'YES' has been answered there is satisfactory evidence demonstrating that steps have been taken to put it right) – PASS</p> <p>Sections 6.4 and 6.5 will be marked individually as follows:</p> <p>5 – Excellent level of information provided with exceptional, clear evidence to support the response</p> <p>4 - Good level of information provided with good evidence to support the response</p> <p>3 – Acceptable level of information provided with adequate evidence to support the response</p> <p>2 - Limited level of information provided. Response is lacking clarity with some minor reservations about the organisations abilities and methods</p> <p>1 – Limited level of information provided. Response is lacking clarity with some major reservations about the organisations abilities and methods</p> <p>0 – Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability and methods in place</p>
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7	TECHNICAL ABILITY
7.1	Please provide a description of the technical capabilities and experience of your organisation and team in relation to a project of this nature. Please provide examples

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	and evidence to back up your statements.
7.2	Please detail the necessary technical considerations and legislative compliance requirements that would apply when you are working on projects of this nature.
<p>Marking information for Section 7:</p>	<p>Section 7.1 and 7.2 will be marked individually as follows:</p> <p>5 – Exceptional demonstration by the organisation of the relevant ability, understanding, skills, resource & quality measures required to provide the supplies / services with excellent evidence to support the response.</p> <p>4 – Good demonstration by the organisation of the relevant ability, understanding, skills, resource & quality measures required to provide the supplies / services with good evidence to support the response.</p> <p>3 – Adequate demonstration by the organisation of the relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with adequate evidence to support the response. The response generally meets the Council’s requirements but lacks sufficient detail to award a higher mark.</p> <p>2 – Minor reservations. Some minor reservations of the organisation’s relevant ability, understanding, skills and resource & quality measures required to provide the supplies / services, with little evidence to support the response.</p> <p>1 – Major reservations. Considerable reservations of the organisation’s relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.</p> <p>0 – Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.</p>

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<p>8.</p>	<p>REFERENCES</p> <p>Please detail below your experience of similar work over the last 5 years. Please also include up to three completed references using the reference template attached.</p> <p>Please ensure that written references are submitted with your quotation (clearly labelled) by the submission deadline from your referees listed below (please see Schedule 11 – References, for the required form).</p> <p>Please note; The Isle of Wight Council should not be used as reference.</p>	
<p>8.1</p>	<p>Contact 1:</p>	
	<p>Customer Organisation (name):</p>	
	<p>Customer contact name, phone number and email</p>	
	<p>Date contract awarded:</p>	
	<p>Date contract completed (if applicable):</p>	
	<p>Description of the contract and services provided as a part of the contract</p>	
	<p>Value:</p>	
<p>8.2</p>	<p>Contact 2:</p>	
	<p>Customer Organisation (name):</p>	
	<p>Customer contact name, phone number and email</p>	
	<p>Date contract awarded:</p>	
	<p>Date contract</p>	

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	completed (if applicable):	
	Description of the contract and services provided as a part of the contract	
	Value:	
8.3	Contact 3:	
	Customer Organisation (name):	
	Customer contact name, phone number and email	
	Date contract awarded:	
	Date contract completed (if applicable):	
	Description of the contract and services provided as a part of the contract	
	Value:	
8.4	If you cannot provide at least one reference, please explain why.	
Marking information for Section 8:		<p>Section 8.1 – 8.4 will be marked as a whole as follows:</p> <p>5 – All three references and experience are highly relevant and/or of excellent quality</p> <p>4 – Reference(s) and experience are very relevant and/or of good quality</p> <p>3 – Reference(s) and experience are relevant and/or of satisfactory quality</p> <p>2 – Reference(s) and experience have some relevance</p>

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	<p>and/or of fair quality</p> <p>1 – Reference(s) with limited relevance and/or of poor quality</p> <p>0 – None provided or totally irrelevant</p>
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9.	PROFESSIONAL AND BUSINESS STANDING								
9.1	<p>Please provide confirmation by signing the box below that none of the mandatory and discretionary exclusionary conditions in the Public Contracts Regulations 2015 applies (see below).</p> <p>Any reference to the term “regulation” within the text in section 9 of this PQQ, means the Public Contracts Regulations 2015 and it is the tenderers responsibility to ensure they fully understand the reference to any other elements of those regulations.</p> <p>The full Regulations can be seen here; http://www.legislation.gov.uk/ukxi/2015/102/contents/made</p> <p>In the cases referred to in paragraphs (1) to (3), the period during which the economic operator shall (subject to paragraphs (6), (7) and (14)) be excluded is 5 years from the date of the conviction.</p> <p>In the cases referred to in paragraphs (4) and (8), the period during which the economic operator may (subject to paragraph (14)) be excluded is 3 years from the date of the relevant event.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Organisation’s Name</td> <td></td> </tr> <tr> <td>Signed</td> <td></td> </tr> <tr> <td>Position</td> <td></td> </tr> <tr> <td>Date</td> <td></td> </tr> </table>	Organisation’s Name		Signed		Position		Date	
Organisation’s Name									
Signed									
Position									
Date									
	<p><u>Mandatory exclusions</u></p> <p>Reg.57 – (1) of the Public Contracts Regulations 2015 sets out that a contracting authority shall exclude an economic operator from participation in a procurement procedure where they have established that the economic operator has been convicted of any of the following offences:—</p> <p>(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977(a) or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983(b) where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime(c);</p> <p>(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act</p>								

1889(d) or section 1 of the Prevention of Corruption Act 1906(e);

(c) the common law offence of bribery;

(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g);

(e) where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities(h):—

(i) the common law offence of cheating the Revenue;

(ii) the common law offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968(i), the Theft Act (Northern Ireland) 1969(j), the Theft Act 1978(k) or the Theft (Northern Ireland) Order 1978(l);

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(m), article 451 of the Companies (Northern Ireland) Order 1986(n) or section 993 of the Companies Act 2006(o);

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979(p) or section 72 of the Value Added Tax Act 1994(q);

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(r);

(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968(s) or section 19 of the Theft Act (Northern Ireland) 1969(t);

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(u); or

(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

(f) any offence listed—

(i) in section 41 of the Counter Terrorism Act 2008(a); or

(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist

connection;

(g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);

(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002(c);

(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);

(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f);

(k) an offence under section 59A of the Sexual Offences Act 2003(g);

(l) an offence under section 71 of the Coroners and Justice Act 2009(h);

(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); or

(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

(2) The obligation to exclude an economic operator also applies where the person convicted is a member of the administrative, management or supervisory body of that economic operator or has

powers of representation, decision or control in the economic operator.

Mandatory and discretionary exclusions for non-payment of taxes etc

(3) An economic operator shall be excluded from participation in a procurement procedure where—

(a) the contracting authority is aware that the economic operator is in breach of its

obligations relating to the payment of taxes or social security contributions; and

(b) the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom.

(4) Contracting authorities may exclude an economic operator from participation in a procurement procedure where the contracting authority can demonstrate by any appropriate means

that the economic operator is in breach of its obligations relating to the payment of taxes or social

security contributions.

(5) Paragraphs (3) and (4) cease to apply when the economic operator has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

Exceptions to mandatory exclusion

(6) A contracting authority may disregard any of the prohibitions imposed by paragraphs (1) to (3), on an exceptional basis, for overriding reasons relating to the public interest such as public health or protection of the environment.

(7) A contracting authority may also disregard the prohibition imposed by paragraph (3) where an exclusion would be clearly disproportionate, in particular—

(a) where only minor amounts of taxes or social security contributions are unpaid; or

(b) where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of fulfilling its obligations in a manner described in paragraph (5) before expiration of the deadline for requesting participation or, in open procedures, the deadline for submitting its tender.

Discretionary exclusions

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- (8) Contracting authorities may exclude from participation in a procurement procedure any economic operator in any of the following situations:—
- (a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);
 - (b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;
 - (c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;
 - (d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;
 - (e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;
 - (f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;
 - (g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
 - (h) where the economic operator—
 - (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
 - (ii) has withheld such information or is not able to submit supporting documents

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	<p>required under regulation 59; or</p> <p>(i) where the economic operator has—</p> <p>(i) undertaken to—</p> <p>(aa) unduly influence the decision-making process of the contracting authority, or</p> <p>(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or</p> <p>(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>
<p>9.2</p>	<p>If the Potential Provider is unable to confirm that they are not in breach of the provisions of Regulation 57 of the Public Contracts Regulations 2015 please provide an explanatory statement detailing any action that has been taken to put things right. Please ensure you clearly set out which elements you do not comply with, making reference to the specific paragraph numbers.</p>
<p>Marking information for Section 9:</p>	<p>Section 9 will be scored as follows –</p> <p>High risk (has answered ‘YES’ to any of the questions and not provided any information or satisfactory information about steps taken to put it right that are permissible under the Public Contracts Regulations 2015) – FAIL</p> <p>Medium/Low/No risk (has answered ‘NO’ to all of the questions or where ‘YES’ has been answered there is satisfactory evidence demonstrating that steps have been taken to put it right that are permissible under the Public Contracts Regulations 2015) - PASS</p>

Schedule 8 – Pricing Detail

Having examined the specification and conditions for the Contract, we offer to supply the service in conformity therewith for the prices set out below.

(All prices exclude VAT)

FIXED FEE ELEMENT

	Price (£)
Preparation of the outline design and statement of requirements (Fixed Price)	
Assistance with evaluation of the tenders - PQQ and ITT stages (Price to be provided is per evaluation. For the purpose of this tender evaluation, the pricing will be based on 12 PQQ evaluations and 8 tender evaluations).	
Overseeing the build and commissioning of the new bridge (Fixed price)	
TOTAL	

DAY RATE ELEMENT

Tenderers should list the all-inclusive day work rates for key personnel involved in the delivery of the project in the table below.

Category of Consultant	Day Rate	Price Points Available
Junior Consultant	£	1
Consultant	£	4
Senior Consultant	£	2
Managing Consultant	£	1

Please provide any additional disciplines that you think may need to be deployed on this project along with the day rate. Please provide this information in the table format below. Please add additional lines as required.

Category of Consultant	Day Rate
	£
	£
	£
	£

Schedule 9 – STAGE TWO – AWARD CRITERIA – QUALITY

Please note; if your company does not currently meet the Council’s requirements, you will be required to provide details of how you would rectify this should you be awarded the contract. The Council reserves the right to reject any bid that does not meet the Council’s requirements or does not provide any, or any satisfactory information of how this will be rectified should the contract be awarded to them.

Please expand on any section where there is insufficient space to provide your response.

Structured scoring methodology for all qualitative questions

0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
1	Major reservations. Considerable reservations of the organisation’s relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
2	Minor reservations. Some minor reservations of the organisation’s relevant ability, understanding, skills and resource & quality measures required to provide the supplies / services, with little evidence to support the response.
3	Adequate demonstration by the organisation of the relevant ability, understanding, skills, and resource & quality measures required to provide the supplies / services, with adequate evidence to support the response. The response generally meets the Council’s requirements but lacks sufficient detail to award a higher mark.
4	Good demonstration by the organisation of the relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services with good evidence to support the response.
5	Exceptional demonstration by the organisation of the relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services with excellent evidence to support the response.

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1.	Please demonstrate your understanding of the operation of the existing floating bridge and the key issues which will need to be addressed with the design of the new bridge?	5%
2.	<p>Please outline how you will ensure the project is delivered on time, within budget and to the required quality.</p> <p>In addressing this question your response should include:</p> <ul style="list-style-type: none"> • An outline project plan detailing the key milestones and the critical path; • A Gantt Chart detailing the above; • All Project Objectives and Outcomes as referenced in section 5.2 of the Specification; • What you perceive the main challenges to be and the methodologies that will be adopted to avoid such occurrences. 	20%
3.	<p>Stakeholders</p> <p>Please outline your approach as to how you will deal with the various stakeholders who will be involved in the project.</p> <p>In addressing this question your response should include:</p> <ul style="list-style-type: none"> • How you will engage, communicate and keep stakeholders informed at all stages of the project • How you will deal with stakeholder conflict 	5%

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<p>4.</p>	<p>Project Personnel</p> <p>Please detail the resources, materials and personnel to be deployed on the Project, particularly, a list of all key job roles that may be employed on the project and where possible the relevant qualifications and experience of the personnel that may be used.</p>	<p>15%</p>
<p>5.</p>	<p>Please detail the key risks to the delivery and commissioning of the new bridge by October 2016 and how these can be mitigated?</p>	<p>10%</p>
<p>6.</p>	<p>Project Completion</p> <p>Please outline the processes you will deploy to ensure effective completion of the project and handover.</p> <ul style="list-style-type: none"> • How the project will be reviewed and lessons learnt; • How skills and knowledge will be transferred; • How disputes will be dealt with where project deliverables have not been met. 	<p>5%</p>

**Schedule 10 – FREEDOM OF INFORMATION 2000 ACT AND ENVIRONMENTAL INFORMATION
REGULATIONS 2004**

The Freedom of Information Act 2000 (FOI) and the Environmental Information Regulations 2004 makes provision for the disclosure of information held by public authorities or by persons providing services for them. Anyone can ask the Council for any information and, unless an exemption applies, the information must be supplied.

Therefore, subject to the foregoing, information relating to your submission may be disclosed upon request to members of the public or interested parties.

If any information contained in your response is confidential, commercially sensitive or is a trade secret the onus is on you, the bidder, to ensure that this information is clearly identified to the Council.

Any document MUST have any commercially sensitive information and/or trade secret clearly marked and identified as such with reasons. In addition if you believe that personal information may be contained within the documentation, and the release of which may breach the Data Protection Act 1998, then please identify such information below:

We consider the following information contained in these documents to be:

- Commercially sensitive
- Trade secret
- Confidential
- Personal information

For the following reason(s):

Section Number	Reason

Schedule 11 – References

Isle of Wight Council

Design and Contract Supervision Services – Request for Reference

Please complete this form as fully as possible.

Name of Supplier: (Enter name of Supplier)
Please provide some details in relation to the service that was provided for your organisation:
Description of Service Provided:
Length of contract:
Approximate value of contract that the company have provided for you over the last 3 years:

1. The company have applied to carry out design and contract supervision services in relation to the procurement of a replacement floating bridge - Do you feel that the company has the specialist knowledge and skills required to deliver a contract of this nature?

Yes

No

2. How would you rate the following service that you have received from the company?
Please select one of the following:

4.8.1.1 Please tick relevant box	Excellent	Good	Adequate	Poor	Unacceptable
Company Expertise					
Delivery of a quality service within appropriate timescales					
Level of Customer Satisfaction					
Reliability of service provision					

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Standard of administration					
Compliance of performance criteria specified in the contract					

3. Have you or colleagues had to complain about the service provided by the company?
Please select one of the following:

- Never
- Rarely
- Frequently

4. Where there has been a complaint how has it been managed?
Please select one of the following:

- Unacceptably
- Poorly
- Adequately
- Well
- Very well

5. Would you use the company again?
Please select one of the following:

- Never
- Probably
- Definitely

6. Would you recommend this company to another organisation?

- Yes
- Probably
- No

7. What sets this company apart from others you have used?
Please comment

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8. Please provide any other feedback that you feel would be useful in respect of this company.

Completed by (please print):.....

Signature.....

Position:.....

Date:

**On behalf of (Name of
organisation):**.....