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**CIVIL WORKS CONTRACT**

**DIO OS DTE (B)**

**BATSUB**

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| **BOOKLET 1**  **INVITATION TO TENDER, NOTICES AND INSTRUCTIONS**  **FIRM PRICE CONTRACT FOR**  **BEL/GE/1901**  **BLDG 253 ABLUTION BLOCK REFURBISHMENT**  **BATSUB, PRICE BARRACKS, BELIZE, BFPO 12** |

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| **Director**  **Mark Velasquez and Associates** |  | **Invitation to Tender No.**  **BEL/GE/1901**  Due for Return on **3 Jun 19**  By **1000** **hours** |

**MINISTRY OF DEFENCE**

**TENDER FOR FIRM PRICE CONTRACT FOR**

**BEL/GE/1901**

**BLDG 253 ABLUTION BLOCK REFURBISHMENT**

**BRITISH ARMY TRAINING SUPPORT UNIT BELIZE (BATSUB)**

**The contents of this Invitation to Tender must not be disclosed to unauthorised persons and must be used only for the purposes of tendering. Please read these documents carefully before tendering.**

**INVITATION TO TENDER**

1. Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in the accompanying documents. The issue of an Invitation to Tender (ITT) is not to be construed as a commitment by the Authority to place an order as a result of the tendering exercise or at any later stage. Any expenditure, work or effort undertaken prior to Contract Award is accordingly a matter solely for the commercial judgment of the Tenderer. The Ministry of Defence (MoD) also reserves the right to undertake an iterative tendering process following receipt of the Tender responses. **Any clarification required in connection with this ITT must be sought only from the Works Contract Officer (WCO) as follows:**

SSgt RJ Johns

DIO OS DTE (B)

BATSUB

Price Barracks

BFPO 12

Telephone: +501 225 2945

Email: [Robert.Johns895@mod.gov.uk](mailto:Robert.Johns895@mod.gov.uk) and [DIOSDTrgBelWCO@gmail.com](mailto:DIOSDTrgBelWCO@gmail.com)

\*Please ensure that any email correspondence is submitted to both email addresses as stated above.

1. The Secretary of State for Defence ('the Authority') invites you to Tender, upon the basis of Conditions of Contract at Booklet 2, for the provision of **Bldg 253 Ablution Block Refurbishment** Contract on a firm price basis as described in the following documents:

2.1. Booklet 1: Invitation to Tender, Notices and Instructions.

2.2. Booklet 2: Conditions of Contract.

2.3. Booklet 3: Specification.

2.4. Booklet 5: Pricing Document

1. NOT USED.

**SUBMISSION OF TENDERS**

1. Tenders are to be submitted in a sealed envelope, using the enclosed label, to the address shown thereupon, for receipt no later than the date and time stated above. The envelope bearing the label will not be opened until the date printed on it. Any request for an extension of the period for tendering must be received by the WCO identified in Para 1 at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.
2. Tenderers Proposals are to be submitted in two parts as follows:

5.1. **Part A.** Part A is to comprise your Commercial Proposal, which should include full details of the items requested in this Booklet at Paragraph 22, presented in A4 bound format with one (1) virus free CD ROM. These documents are to be returned, by the time and date shown above, in a sealed envelope bearing the relevant ITT label and marked **'PRICED COPY'**.

5.2. **Part B.** Part B is to comprise your Technical Proposal, which should include full details of the items requested in this Booklet at Paragraph 23. You are required to present your Technical Proposal in A4 bound format with one (1) virus free CD ROM. **Three copies of the Technical Proposal are required**. These documents are to be returned, by the time and date shown above, in a separate sealed envelope bearing the relevant ITT label and marked **'UNPRICED COPY'**.

6. It is essential that you submit your Tender in the correct manner by adhering to the requirements of paragraph 5 above. **Part B must not contain any pricing information whatsoever**.

7. Tenderers should submit their proposals in the same order as set out herein and cross refer their proposals to the relevant paragraph in the ITT.

8. **The Authority cannot undertake to give consideration to any Tender submission submitted otherwise, including telephone, email, telex, facsimile or those not received in time.**

9. If you do not wish to submit a Tender, you must return all enclosed documents using the addressed label, which should be marked **'NO TENDER'**.

10. The Tender Certificate (Form of Tender – Annex D) must be signed in the registered name of the company and not a trading name or other title. Where companies are submitting a joint Tender then they must enclose a copy of the legally binding terms of the arrangement with details of the representatives authorised to enter into legally binding agreements on the Tenderers behalf. The signatory of the Tender Certificate must be either an individual or where appropriate a company representative of sufficient authority to bind the Tenderer to a Contract. Signature of the Tender Certificate indicates that the signatory has read and understands all of the Terms and Conditions of the ITT and has no reservations about them, other than any specifically identified within the body of the Tender.

11. No useful purpose is served by enquiring as to the result of this exercise – Tenderers will be notified of the Authority’s decision as early as possible.

**DELIVERY OF TENDERS**

12. It is your responsibility, as Tenderer, to make sure that your Tender arrives at the address shown by the time specified for return of Tenders. Faxed or telephone Tenders will not be accepted.

13. The envelope must not display your name or address. If a messenger is delivering the Tender you must make sure they do not label or mark the envelope with anything that will identify you.

**ACCEPTANCE OF PORTION OF TENDER**

14. The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in their Tender proposal, to accept such portion thereof as the Authority may decide. The Authority is not bound to accept the lowest priced Tender.

**COMMUNICATION DURING THE TENDER PERIOD / TENDER QUERIES**

15. During the Tender Period, contractual and technical queries must be referred in email to the email address given above – **not less than 5 calendar days** before the Tender Return Date. Any enquiries received by the Authority within the 5 day period prior to submission may not be acknowledged and may remain unanswered.

16. Correspondence connected with the Tender preparation, which requires attention before that date or communication stating that no Tender will be submitted should be sent in a separate envelope, bearing no external reference to the Tender Number or Return Date, addressed to the WCO (see Paragraph 1).

**ALTERNATIVE CONDITIONS**

17. Tenders are to comply with the notices and instructions set out in this form and the conditions of the accompanying ITT documents. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

**ALTERATION OF ENTRIES**

18. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary corrections are to be made by striking through the unwanted entry and inserting the correct one adjacent to it. **All such corrections are to be initialled by the Tenderer**.

**DOCUMENTS ISSUED IN CONNECTION WITH TENDERS**

19. Any documents issued to Tenderers remain the property of the Authority. **Such information must not be seen by unauthorised persons and must be used only for the purpose of tendering**.These provisions apply equally to drawings etc., the property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderer’s should be returned to the Authority.

**DEEDS OF INDEMNITY / GUARANTEES**

20. The Authority may require a Deed of Indemnity or Guarantee, either from the Parent Company of the Tenderer or from the Tenderer’s Bank or Insurance Company. Tenderers are therefore required to state that a Deed of Indemnity or Guarantee will be provided to the Authority, if so required.

**LANGUAGE**

21. Tenders and all related correspondence must be in English. Similarly all Contract related correspondence, including designs, drawings, management information, invoices etc. will also be submitted in English.

**COMMERCIAL PROPOSAL**

22. The commercial proposal must address, as a minimum, the following subjects **in the order set out below, with each subject clearly sectioned and indexed. One hard copy** is required in A4 bound format with one (1) virus free CD ROM:

22.1 **Compliance Statement.** Tenderers shall state that their offer is made in accordance with the requirements of the ITT and that they will comply in all respects with the Conditions of Contract – Booklet 2. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone. Tenderers may, however, draw attention in their offer to any existing understanding or interpretation with the Authority regarding Conditions of Contract that they would want to apply to their Tender. Similarly, the Authority reserves the right to reject offers in respect of which unsolicited amendments are submitted after the Tender return date. Tenderers should therefore, not seek to amend their proposals after the Tender return date other than minor corrections of an editorial nature. This includes the signed Tender Certificate.

22.2 **Payment of Sub-contractors.**

22.2.1 Tenderers shall supply a method statement detailing the process they would employ to ensure that sub-contractors are paid in accordance with Paragraph 22.2.2 below and demonstrate that they are currently complying with this condition in all other Contracts they currently hold with the Authority.

22.2.2 The Contractor shall pay his sub-contractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor’s or supplier’s claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.

22.3 **Insurance.** Tenderers shall provide full details of all insurance cover proposed in accordance with Booklet 2, section 36, with details of individual policy costs along with details of any exclusion of such policies.

#### 22.4 NOT USED.

22.5 **Price.**

22.5.1 In order to facilitate the comparison of Tenders, the prices quoted for the services must be stated in strict accordance with the definition of price included in the Conditions of Contract.

22.5.2 Tenderers must provide a detailed and priced Bill of Quantities or relevant schedule of rates for plant, materials and consumables to be utilised on the Contract. In addition, Tenderers shall provide details of overhead and profit incorporated within their price (as percentage figure).

22.5.3 The Pricing Document (Booklet 5) is to include for all the requirements of the Contract Documents, therefore the Contractor should allow for everything to implement and execute this Contract.

22.5.4 The Tenderer must provide firm prices in accordance with 'Booklet 5: Pricing Document'. The expression “**Firm Price**” shall be taken to mean an agreed price, stated in **Belizean Dollars (BEL $)** and be exclusive of VAT, which is not subject to variation.

22.5.5 Tenderers should note that the Authority shall not accept any liability whatsoever for any payments properly paid in accordance with the Contract agreement.

22.5.6 Tenderers must provide details of their proposed Milestone Payment Schedule. The Milestone Payment Schedule **MUST** be completed in the format detailed within Booklet 5.

22.5.7 The Authority will only pay on completion of pre-determined Milestones during the performance of the Contract. Milestones must be objectively ascertainable events that can be readily defined and assessed by the Project Manager at the appropriate time as having been completed.

22.5.8 During the evaluation of Tenders, the Authority will assess the proposed Milestone Payment Schedule to ensure that no pre-funding of work is envisaged.

22.5.9 Tenderers shall note that the Authority will, as appropriate, pay 95% of each milestone payment up to the Works Completion Date. If the final milestone completion date is achieved then the Authority will pay 2.5% of the value of the retention, with the remaining 2.5% being paid on successful completion of defects identified in the defects liability period (DLP). Failure to meet the final milestone completion date will result in the full 5% being retained until successful completion of the defects identified in the DLP.

22.5.10 The Authority will not make any advance payments otherwise under the Contract.

22.5.11 **Change Control / Variation Process.** Tenderers must provide a statement confirming their understanding and acceptance of the Authority’s change control / variation process.

22.5.12 The Tenderer **must** insert a price for **each** task shown in the Pricing Schedules (Booklet 5: Pricing Document) for which they wish to be considered. Failure to price each item on a particular schedule may result in the Tender being rejected.

22.5.13 The **Pricing Document (Booklet 5)** and Annex D to Booklet 1 is to be duly **completed and signed** by the Tenderer and **submitted with Tender Part A**.

22.5.14 Tenderers should be aware that they are required to supply **a full and detailed Bill of Quantities**, which confirms the Firm prices provided. The schedules at Booklet 5 are also to be completed.

22.5.15 All prices and rates must be stated in **Belizean Dollars (BEL $)** and be exclusive of Local Taxes.

22.5.16 NOT USED

22.5.17 NOT USED

22.6 **Guarantee.** Tenderers must provide a statement quoting willingness to provide a Bank or Parent Company guarantee, should the Authority request one.

22.7 **Tender Period.** Tenderers must provide confirmation that the Tenderer’s offer will remain open for a period of **90 days** from the due date.

22.8 **Language.** Tenderers must provide confirmation that all related Contract documentation will be provided in English.

22.9 **Compliance.** Tenderers must provide a Statement of Compliance against the Conditions of Contract, Booklet 2.

22.10 **Receipt of Payments.** Tenderers must provide full details in their Tender submission of the person(s) authorised to receive payments from the Authority on behalf of the Contractor for Works done under the Contract.

22.11 **Fraud.** Tenderers must provide a fraud prevention statement and details of proposals to mitigate fraud as outlined at paragraph 25.

22.12 **Law.** Tenderers must provide a statement acknowledging that this Contract will be let under English Law.

22.13 **Ethical Behaviour.** Tenderers must provide a statement of commitment to ethical business practices as outlined at paragraph 26.

22.14 **Montreal Protocol Compliance.** Tenderers must supply all information as outlined at paragraph 27 (see also Booklet 2, Annex B). Should this not be applicable a **nil return** should be submitted in line with this guidance.

22.15 **Fire Precautions.** Tenderers must agree to comply with all fire safety standards as outlined on the supplied certificate of acceptance at Annex A.

22.16 **Freedom of Information and Transparency.** Tenderers must confirm their understanding of Annex B to Booklet 1 and complete the Annex B form as appropriate.

22.17 **Bona Fide Tendering.** Tenderers must provide an original signed copy of the Certificate of Bona Fide Tendering at Annex C

22.18 **Security.** Tenderers must provide a clear statement that they understand and accept the security implications in relation to this Contract, see paragraph 51.

**TECHNICAL PROPOSAL**

23. The Technical Proposal shall include binding proposals, which shall constitute the

“Tenderer’s Proposal" in any subsequent Contract. **Three hard copies** are required in A4 bound format with one (1) virus free CD ROM. The Tenderer’s technical proposal must not include any commercial information but must cover the subjects detailed below in the order that they appear:

23.1 **Compliance with the specification.**

23.1.1 A detailed submission clearly demonstrating understanding of the requirement and a concise, logical and workable approach to its delivery. This is to be supported with at least the following, but not limited to:

23.1.1.1 The Project Requirement / Scope of Works.

23.1.1.2 The Contract deliverables.

23.1.1.3 The Authority priorities, including Contract completion date.

23.1.1.4 Method Statements.

23.1.1.5 Technical References.

23.1.1.6 Inspection Templates.

23.2 **Health, Safety and welfare.**

23.2.1 The detailed arrangements of Health, Safety and Welfare of the employees and any personnel that may be affected by the Works. This should include, but not be limited to:

23.2.1.1 Company Health and Safety Policy.

23.2.1.2 Risk assessments.

23.2.1.3 Method statements.

23.2.1.4 Welfare provisions for staff on site.

23.3 **Programme.**

23.3.1 A detailed programme in MS Project (preferred option) or MS Excel, clearly demonstrating each separate element of the work.

23.4 **Personnel.**

23.4.1 There must be sufficient information in this section to prove that you have the suitable management in place as well as suitable qualified and experienced personnel to deliver the Works.

23.4.2 CVs of personnel, is the preferred method to demonstrate a Suitably Qualified and Experienced Person (SQEP).

23.5 **Resources.**

23.5.1 You must demonstrate what you will be supplying for the task, this is to include:

23.5.1.1 Owned and hired equipment

23.5.1.2 Safety equipment

23.5.1.3 Personal Protective Equipment.

23.5.2 You are also to provide information on the following:

23.5.2.1 Your supply chain.

23.5.1.2 Timelines required for the delivery of stores.

23.5.1.3 Items that would be considered ‘long lead items’ (ie important to the task).

23.5.3 You must also provide details of any proposed materials to be consumed in the Works including trade literature, data sheets etc.

23.5.4 You must also inform the Authority of your disposal process.

23.6 **Quality Control Quality Assurance.**

23.6.1 You are to ensure that you have a Quality Management system in place and demonstrate how you will ensure the required quality standards are going to be met throughout the duration of the Contract, including but not limited to:

23.6.1.1 Ensure the materials being used are of a suitable quality for the task being carried out.

23.6.1.2 Ensuring all Works are completed to the required standards and that all required actions are carried out.

23.6.1.3 Ensuring you have a process for managing changes correctly and in collaboration with the Authority.

23.6.1.4 Submitting all consumables for each task to the Authority for approval and confirmation that they are of the required standard prior to use.

23.6.1.5 Submitting samples of alternative consumables prior to use when and if required.

23.7 **Compliance with Legislation.**

23.7.1 You must demonstrate compliance with UK regulations in both Health & Safety and Technical good practice. You should use the following references to aid you as a minimum:

23.7.1.1 JSP 375 Management of Health & Safety in Defence.

23.7.1.2 Health & Safety at Work etc. Act 1974.

23.7.1.3 British Standards.

23.8 **Communication and Management.**

23.8.1 You must clearly demonstrate your communications and management plan for the Contract, including but not limited to:

23.8.1.1 Method and frequency of communication with staff 'on the ground'.

23.8.1.2 Method and frequency of communication with the Authority.

23.8.1.3 Method and frequency of site inspections.

23.8.1.4 Management arrangements and reporting chain.

23.8.1.5 Complaints procedure.

23.8.1.6 Key points of contact.

23.9 **Authority assistance required.**

23.9.1 You must highlight any areas in which you need Authority assistance (these may or may not be granted and will be assessed on a case by case basis) ie.

23.9.1.1 Access permits for base locations:

23.9.1.2 Restricted site locations.

23.9.2.3 Shelter.

23.9.2.4 Sample materials approvals.

23.9.2.5 Use of on site washrooms etc..

23.10 **Assumptions.**

23.10.1 List all and your assumptions associated with the Works.

**BOOKLET 5: PRICING DOCUMENT**

24. The Rates and Prices contained in both Booklet 5: Pricing Document and the Bill of Quantities will be used to value any changes to the Contract Sum.

**FRAUD AND ETHICAL BEHAVIOUR**

25. The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. The Tenderer should comply with the requirements detailed in Booklet 2, Condition 74 Fraud Prevention.

**ETHICAL BEHAVIOUR**

26. The Tenderer shall provide a clear statement demonstrating their commitment towards ethical business behaviour.

**SUPPLY OF INFORMATION ABOUT SUBSTANCES REFERRED TO IN THE MONTREAL PROTOCOL**

27. As a signatory to the Montreal Protocol on substances that deplete the ozone layer, Her Majesty's Government is committed to the reduction of the production and consumption of those Substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Annex B to Booklet 2 are contained in the articles, which are the subject of this ITT. Accordingly, the Tenderer must provide with their Tender a list specifying the following:

27.1 All substances listed in Annex B to Booklet 2 (adopting the nomenclature used therein) to be incorporated into the Works; and

27.2 The quantity of each substance in Annex B to be incorporated; and

27.3 Where in the Works the substances listed in Annex B will be incorporated; or

27.4 Confirm that they have a 'Nil Return' in respect of 27.1 above.

28. Enquiries regarding these substances should be directed, in the first instance, to the WCO (see Paragraph 1).

**TENDER ASSESSMENT METHODOLOGY AND INDICATIVE ASSESSMENT CRITERIA**

29. The purpose of providing Tenderers with the following information is to be as informative as possible on the methodology and factors applied by the Authority in evaluating Tenders. Separate and independent assessments will be carried out on the commercial and technical proposals submitted. The overall assessment will take account of the outcome of these independent assessments.

29.1 This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **MEAT Criteria:** The overall evaluation will be determined by the Tenderers score based on a **60/40% Technical / Commercial** submission. | | | | |
| **Mandatory Criteria:** | | | | |
| Minimum Commercial Requirements met | | |  | Pass in all Commercial requirements |
| Minimum Technical Requirements met | | |  | Minimum score of three (3) required against all Technical requirements |
| Failure to meet the Mandatory Criteria will result in your Tender being non-compliant. | | | | |
| **Technical Criterion Scores:** | | | | |
| Each individual criterion will be evaluated against the following scoring mechanism: | | | | |
| 0 | Not Answered | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. | | |
| 1 | Poor | The response addresses some of the elements of the requirement but does not fully detail or explain how the requirement will be fulfilled. | | |
| 2 | Partially Acceptable | The response addressed most of the elements of the requirement but contains insufficient / limited detail or explanation of how the requirement will be fulfilled. | | |
| 3 | Acceptable | The response addresses the majority of the elements of requirement and details and explains how it will be fulfilled. | | |
| 4 | Good | The response is sufficiently detailed and demonstrates a good understanding of the requirement and provides details of how the requirement will be achieved. | | |
| 5 | Excellent | The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be achieved in full. | | |

29.2 **The Tender Evaluation will be on the basis of:** Most Economically Advantageous Tender (MEAT). The ‘combined technical and price’ score is the evaluation method. This is where the technical mark and the price are allocated a score depending on the percentage difference from the highest technical mark available and the cheapest price. The worked example below shows the Tender responses – evaluated technical & pricing using a percentage score.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stage 1 – Technical Assessment Weighting = 60%** | | | | |
| **Ser** | **Company** | **Technical Mark**  **(HPS 500)** | **Pass / Fail** | **Stage 1 Weighted Score (%)**  **(Technical Mark / Maximum Technical Mark Available) x 60** |
| 1 | A | 450 | **Pass** | 54 |
| 2 | B | 220 | **Fail** | n/a |
| 3 | C | 349 \* | **Fail** | n/a |
| 4 | D | 382 | **Pass** | 45.84 |
| 5 | E | 492 | **Pass** | 59.04 |

**\*Note:** Company C did not score three (3) or more in each area.

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage 2 – Commercial Assessment Weighting = 40%** | | | |
| **Ser** | **Company** | **Price**  **(Example)** | **Stage 2 Weighted Score (%)**  **(Lowest Price Technically Compliant Tender / Tender Price) x 40** |
| 1 | A | £ 1 232 732.00 | 30.8 |
| 2 | D | £ 950 000.00 | 40 |
| 3 | E | £ 1 798 598.00 | 21.2 |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stage 3 – Overall Assessment** | | | | |
| **Rank** | **Company** | **Stage 1 Technical Weighted Score (%)** | **Stage 2 Commercial Weighted Score (%)** | **Overall Total (%)** |
| 1 | D | 45.84 | 40 | 85.84 |
| 2 | A | 54 | 30.8 | 84.8 |
| 3 | E | 59.04 | 21.2 | 80.24 |

29.3 **Technical Assessment.** The technical evaluation will take account of the completeness and acceptability of the information submitted in response to the ITT. Emphasis will be placed on ensuring that the Tenderer’s proposals fully comply with the technical requirements set out in the Specification issued at Booklet 3. The Tender must meet the minimum technical standard, as stated in paragraph 23 of Booklet 1, to be deemed technically compliant.

29.3.1 The technical evaluation will involve comparison of the competence and quality of the proposals against criteria predetermined by the Authority. Scores obtained will be determined independent of other Tenders submitted.

29.3.2 The minimum percentage required for the Authority to deem submissions technically compliant is set at 60% (with a minimum score of 3 required against all Technical requirements). This is established by the Authority and is not subject to deviation following issue of the ITT documentation. The weighting percentage afforded to each of the evaluation criteria outlined under paragraph 23, **Technical Proposal**, is tabulated below:

|  |  |
| --- | --- |
| **Evaluation Criteria Section** | **Weighting % of Total Mark** |
| Compliance with the Specification | 40 |
| Health, Safety and Welfare | 15 |
| Programme | 5 |
| Personnel | 5 |
| Resources | 5 |
| Quality Control and Quality Assurance | 15 |
| Compliance with Legislation | 10 |
| Communication and management | 5 |
| Authority assistance required | N/A |
| Assumptions | N/A |
| **TOTAL** | 100 |

29.4 **Commercial Assessment.** The commercial evaluation will take account of all information outlined at paragraph 22 including compliance with the Terms and Conditions of Contract included in the ITT, the Tender Price(s) and its breakdown, and compliance with the Notices and Instructions to Tender.

29.4.1 Failure to supply any of the information tabulated below may result in a non- compliant bid.

|  |  |  |
| --- | --- | --- |
| **Mandatory Information to be Supplied** | **Criteria** | **Minimum Expected for Compliance** |
| Compliance Statement | Yes / No | See paragraph **22.1** |
| Payment of Sub-Contractors | See paragraph **22.2** |
| Insurance | See paragraph **22.3** |
| Price | See paragraph **22.5** |
| Guarantee | See paragraph **22.6** |
| Tender Period Confirmation | See paragraph **22.7** |
| Language | See paragraph **22.8** |
| Compliance | See paragraph **22.9** |
| Receipt of Payments | See paragraph **22.10** |
| Fraud | See paragraph **22.11** & **25** |
| Law | See paragraph **22.12** |
| Ethical Behaviour | See Paragraph **22.13** & **26** |
| Montreal Protocol Compliance | See paragraph **22.14** & **27** (also include Annex **B** to **Booklet 2**) |
| Security | See Paragraph **22.18** & **51** |
| Confidentiality of Tenders | See paragraph **35** |
| Defects Period | See paragraph **39** |
| Fire Precautions Compliance | See paragraph **22.15** & Annex **A** |
| Freedom of Information & Transparency | See Paragraph **22.16**, **53** &Annex **B** |
| Certificate of Bona Fide Tendering | See Paragraph **22.17 &** Annex **C** |
| Form of Tender | See Paragraph **22.5.13** &Annex **D** |
| Supplier Statement Relating to Good Standing | Annex **C** to **Booklet 2** |

**ACCEPTANCE PERIOD**

30. Tenders shall remain open for acceptance for a period of **90** days from the Tender Return Date.

**DEBRIEFING TENDERERS**

31. The Tenderer should note that it is the Authority’s policy to debrief unsuccessful Tenderers. The purpose of the debrief is to let an unsuccessful Tenderer know why an offer was rejected. A debrief will only take place after the award of Contract, and when requested by an unsuccessful Tenderer. A debrief will normally be given within one month from the date of request, or from the award of Contract, whichever is later.

**EXPENSES / LOSSES**

32. No tendering expenses or losses will be reimbursed by the MoD. This includes expenses incurred by the Tenderer in attending site visits and meetings in connection with the Tender.

**ACCEPTANCE**

33. The Secretary of State for Defence does not bind himself to accept the lowest or any Tender; and may refuse to consider any Tender which is incomplete or qualified in any way.

**PRE-CONTRACT PROCEDURES**

34. Before a Contract is let, where applicable an exchange of information is to be made which will include:

34.1 H&S Policies.

34.2 Nomination of a Safety Liaison Officer.

34.3 Locations and associated Disclosure of Risk(s) identified.

34.4 Constraints on the location – access, buried services, use of equipment, site fencing, etc.

34.5 Identified Methods of Working.

34.6 Risk Assessments.

34.7 First Aid facilities.

34.8 NOT USED.

34.9 Evidence of adequate Contractor insurance against any damages or awards made to any person injured as a result of Contractor work activities.

34.10 NOT USED.

**CONFIDENTIALITY OF TENDERS**

35. The Tenderer is to note the following:

35.1. You are required to keep your Tender confidential and not divulge to anyone, even approximately, what your Tender price is or will be, before the decision on Contract Award is made known by the Authority. The sole exception to this is information you may have to give to your insurance company, or broker, in order to compile your Tender, but you must stress to them that this information is given in strict confidence.

35.2. You must not obtain or try to obtain any information in connection with anyone else’s Tender or proposed Tender before the timescales set herein.

35.3. You must not make any arrangements with anyone else about whether or not they should Tender, or about their or your Tender prices or terms and conditions. You may however, obtain any necessary sub-contractor quotations. Please confirm your understanding of, and compliance with this, in your Tender.

**START DATE OF CONTRACT**

36. For your guidance the expected start date of this Contract is estimated to be **1 Jul 19**, although no guarantee of this can be given at this stage. This date **does** **not** include the mobilisation period.

**COMPLETION DATE**

37. The Authority believes that the start date of **1 Jul 19** is critical to achieving completion before **31 Aug 19**. The Authority will take into consideration delays on Works through adverse weather conditions due to the Hurricane Season, within reason.

**MOBILISATION PERIOD**

38. The Contractor will mobilise his resources in accordance with his acceptance proposals, following notification of award of Contract by the WCO.

**DEFECTS PERIOD**

39. The Tenderer shall provide a clear statement demonstrating their understanding and acceptance of the **12 months defects liability period** from the date of handover to the Client.

**INCLUSIONS AND OMISSIONS**

40. There are no inclusions or omissions.

**DOCUMENTS**

41. Only the current editions / versions of the Contract Documents named in this ITT shall apply in connection with the Contract.

42. The Tenderer is not to alter or amend any of the Contract Documents.

43. A Contract Document not issued to the Tenderer is the Standard Fire Precautions for Contractors Engaged on Crown Works (HMSO Publication ISBN 0 11 753094 8 (4/95)), which may be purchased from The Stationery Office Bookshop, London.

**TENDER BRIEF / SITE VISITS**

44. The Tenderer will be able, during the time allowed for completion and return of Tender, to spend time on Site to familiarise themselves with the Site and to assess the task described in the ITT. For these purposes, the Tenderer can be represented at a Bidder’s Conference, which will include a Site Visit.

45. The Tenderer may send a **maximum of 2** representatives to the Bidder’s Conference and Site Visit and should give notice of those attending to the WCO (see Paragraph 1) on receipt of the ITT.

46. All representatives are required to come equipped with name badges identifying themselves and their organisation and must wear these badges for the duration of the briefing.

47. NOT USED.

48. It should be noted that this event cannot be repeated for any individual Tenderer.

49. Subsequent visits may be made to the site with prior agreement of the WCO. Any requests for such and questions arising from such visits shall be in writing to the WCO at the address given in Paragraph 1.

**INTERVIEWS**

50. The Authority may wish to interview Tenderers as part of the evaluation process. Tenderers will normally be given a minimum of 48 hours’ notice of any requirement to attend for interview if appropriate. It will be the Tenderer’s responsibility to make any necessary arrangements and to meet all costs related to this interview.

**SECURITY**

51. The Tenderer shall provide a clear statement that they understand and accept the security implications in relation to the Contract.

**ADDITIONAL COPIES OF TENDER DOCUMENTS**

52. You have been sent only one copy of the Tender Documents. The Authority **will not** provide additional copies.

**FREEDOM OF INFORMATION & TRANSPARENCY**

53. Tenderers are to confirm their understanding of Annex B to this Booklet (Booklet 1) and complete the Annex B form as appropriate.

**JOINT STATEMENT ON ACCESS TO SKILLS, TRADE UNIONS AND ADVICE IN GOVERNMENT CONTRACTING**

54. NOT USED.

**DEFCON 697 – CONTRACTORS ON DEPLOYED OPERATIONS (CONDO) REGULATIONS**

55. NOT USED.

**ELECTRONIC PURCHASING**

56. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this tender you agree to electronic payment. You can view information on CP&F and the methods to connect at MOD contracting, purchasing and finance: e-procurement system - Publications - GOV.UK. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

**ANNEXES**

A. Fire Precautions Compliance.

B. Freedom of Information & Transparency.

C. Certificate of Bona Fide Tendering.

D. Form of Tender.

**Annex A to**

**Booklet 1**

**Dated 15 May 19**

**MINISTRY OF DEFENCE**

**TENDER FOR FIRM PRICE CONTRACT FOR**

**BEL/GE/1901**

**BLDG 253 ABLUTION BLOCK REFURBISHMENT**

**BRITISH ARMY TRAINING SUPPORT UNIT BELIZE (BATSUB)**

**FIRE PRECAUTIONS**

1. I / We hereby agree to comply with the ‘Standard Fire Precautions for Contractors Engaged on Crown Works’ - HMSO Publication ISBN 0 11 753094 8 (4/95) and with all local Fire Regulations.

2. It is further agreed that compliance with these precautions does not relieve me / us of any responsibility for taking all other reasonable precautions against fire as provided in the Contract period quoted in the Tender Form.

Signed: …………………………………………………

Name (in CAPITALS): .………………………………………………..

in the capacity of: .………………………………………………..

duly authorised to sign Tenders for and on behalf of (in CAPITALS):

…………………………………………………………………………

Address (including postcode):

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

Date: ………………………………………

**Annex B to**

**Booklet 1 Dated 15 May 19**

**MINISTRY OF DEFENCE**

**TENDER FOR FIRM PRICE CONTRACT FOR**

**BEL/GE/1901**

**BLDG 253 ABLUTION BLOCK REFURBISHMENT**

**BRITISH ARMY TRAINING SUPPORT UNIT BELIZE (BATSUB)**

## **FREEDOM OF INFORMATION AND TRANSPARENCY**

1. Tenderers should be aware that, should they be awarded the Contract, the content of the Contract will be published by the MoD to the general public in line with government policy set out in the Prime Minister’s letter of May 2010:

(http://www.number10.gov.uk/news/statements-and-articles/2010/05/letter-to-government-departments-on-opening-up-data-51204.)

2. Before publishing the Contract, the MoD may redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 (“ the FOIA”) or the Environmental Information Regulations 2002 (“the EIR”).

3. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MoD policy on FOIA and EIR can be found on the Acquisition Operating Framework ([www.aof.mod.uk](http://www.ams.mod.uk)/index.htm, click on "Commercial Toolkit" then "MoD Commercial Management" then "Freedom of Information").

4. In order to assist the MoD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the attached Tenderer’s Commercially Sensitive Information Form within this Annex, explaining which parts of their Tender they consider to be commercially sensitive. Tenderers are also requested to include on the Form the details of a named individual who may be contacted with regard to FOIA and EIR.

5. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MoD lies with the MoD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the MoD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

# **Tenderer’s Commercial Sensitive Information Form**

|  |
| --- |
| ITT Ref No: |
| Description of Contractor Sensitive Information: |
| Reference(s) of where can be found in ITT response: |
| Explanation of Sensitivity: |
| Details of potential harm resulting from disclosure: |
| Period of Confidence (if applicable): |
| Contact Details for Transparency / Freedom of Information matters:  Name:  Position:  Address:  Telephone Number:  E-mail Address: |

**Annex C to**

**Booklet 1 Dated 23 May 19**

**MINISTRY OF DEFENCE**

**TENDER FOR FIRM PRICE CONTRACT FOR**

**BEL/GE/1901**

**BLDG 253 ABLUTION BLOCK REFURBISHMENT**

**BRITISH ARMY TRAINING SUPPORT UNIT BELIZE (BATSUB)**

**CERTIFICATE OF BONA FIDE TENDERING**

Due for return by: **1000 hrs on 3 Jun 19**

We hereby certify that the offer made in connection with the above Tender is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party, with the exception of any information attached hereto, (see\* below).

In particular,

1. The offered price has not been divulged to any person.
2. No arrangement has been made with any person that he should refrain from tendering.
3. No arrangement with any person has been made to the effect that we will refrain from bidding on a future occasion.
4. No discussion with any person has taken place concerning the details of either’s proposed price.
5. No arrangement has been made with any person otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements suspected by the Ministry of Defence will be referred to the Office of Fair Trading for investigation and may be subject to action under the Restrictive Trade Practices act 1976.

We understand that any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

In this certificate “arrangement” includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.

**\* Information is / is not attached hereto.** (delete as appropriate)

Signed:

On behalf of:

Date:

**Annex D to**

**Booklet 1 Dated 23 May 19**

**FORM OF TENDER**

**FOR THE CONTRACTOR’S CONTRACT**

PROJECT TITLE: **BLDG 253 ABLUTION BLOCK REFURBISHMENT**

**DUE DATE FOR RETURN:**

**1000 hrs on 3 Jun 19**

**To be returned to:**

SSgt RJ Johns

DIO OS DTE (B)

BATSUB

Price Barracks

BFPO 12

Telephone: +501 225 2945

Email: [DIO SD Trg-Bel ClkWksC@mod.uk](mailto:DIOSDTrg-Bel-ClkWksC@mod.uk)

[DIOSDTrgBelWCO@gmail.com](mailto:DIOSDTrgBelWCO@gmail.com)

**FORM OF TENDER**

**FOR: firm Price contract FOR BLDG 253 ABLUTION BLOCK REFURBISHMENT**

**To: THE SECRETARY OF STATE FOR DEFENCE**

1. The undersigned (herein after called “The Tenderer”) having read the Notices and Instructions to Tender and the Conditions of Contract as specified in the Invitation to Tender letter hereby offers to provide the services detailed in the Specification at the FIRM price and rates stated in the Schedule of Requirements.
2. I hereby confirm that I have read and understand the Invitation to Tender and agree that the Contract shall be subject to English Law.
3. I hereby agree that the Conditions of Contract as issued with the Invitation to Tender shall apply to the Contract and that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from the Tenderer in connection with this Tender or with any contract resulting from this Tender shall not be applicable to this Tender or to the Contract.
4. The Contractor acknowledges that the Authority reserves the right to invite competitive quotations and / or place orders elsewhere for any or all items listed in the schedule of requirements during the period of the Contractor’s offer.

**TENDER PRICE**

1. The total value of this tender is:

OVERALL TOTAL: BEL$ .

(State the **TOTAL** amount in words………………………….………………………….…………)

**This price does not include any element of Value Added Tax.**

1. This tender shall remain valid for a period of **90 days** from the due date for the return of this tender.

**LAW OF THIS CONTRACT**

1. The Tenderer agrees that the proper law of this Contract shall be English Law.

**ADDITIONS AND DELETIONS COSTS**

1. The Tenderer agrees that the net rates and prices printed in or deduced from Booklet 5: Pricing Document shall be deemed to include all costs in respect of local conditions, labour, materials, plant, equipment, tools, insurances, overheads and profit, and all obligations, liabilities and services described in the Contract.

**CONFIDENTIALITY**

1. The Tenderer has not told and shall not tell anyone else, even approximately, what our tender price is or will be before the deadline for delivery of Tenders. We understand that the only exception is if we need an insurance quotation to calculate our tender price. We may give our insurance brokers any essential information they ask for, so long as we do so in strict confidence. We have not tried and shall not try to obtain any information about anyone else’s tender or proposed tender before the deadline for delivery of tenders. We have not made and will not make any arrangement with anyone else about whether or not he should tender, or about his or our Tender Price.

**OTHER TERMS OR CONDITIONS OF CONTRACT**

1. The Tenderer agrees that any other terms or conditions of contract or any general reservation which may be provided on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this Tender or the Contract.

[*Tenderer to complete*]

Date: …………………………………

Signature: …………………………… NAME (in CAPTIALS): ……………………..

In the capacity of ……………………………………….. (state official title e.g. Director, Managing Partner etc.) duly authorised to sign tenders for an on behalf of (in CAPITALS):

Tenderer’s Name: ………………………………………………………………….

Postal Address (including postcode):

………………………………………………… Telephone No.: ………………………………..

………………………………………………… Email: .………………………………..

…………………………………………………