**Invitation to Tender**

**for**

Installation of a New Water Main at Alice Holt Research Centre

Contract Ref: FR/0500

## Introduction

**The Forestry Commission’s (FC)** mission is to protect and expand Britain's forests and woodlands and increase their value to society and the environment.

We take the lead in the development and promotion of sustainable forest management. We deliver the distinct forestry policies of England and Scotland through specific objectives drawn from the country forestry strategies.

We the FC will always consider equality when conducting our procurement activities. We require you to meet your duties under the Equality Act 2010 and may ask for evidence that you are aware of and operate in accordance with those requirements.

More information is available on our website at [www.forestry.gov.uk](http://www.forestry.gov.uk)

## Specification of Requirements

We intend to award a contract for the provision of a new Water Main to be installed around the Forest Research campus and connecting up to existing building distribution networks.

Background Information

Forest Research is part of the Forestry Commission but separately managed and accountable.

There are two main centres. The southern centre, known as Alice Holt, is based in Wrecclesham, near Farnham, Surrey, and the northern centre, known as Northern Research Centre, which is based at Roslin, Edinburgh. This contract is to replace the Water Ring Main at Alice Holt.

Specification

A full specification and drawings package for the work are available for viewing and download at the web link below

Note: The Topographical & Utility Survey Drawings are included for reference only.

Health and Safety

It is assumed that the project will be above the lower threshold limits and that the CDM 2015 Regulations will be applicable. The Design Phase Health and Safety Plan is available for viewing and download at the web link below.

Contract Management Requirements

The works are to be executed under the JCT Minor Works Building Contract (MW) 2016 and the applicable contract conditions are available for viewing and download at the web link below.

**The above documents can be found using the following web link:-**

<https://www.dropbox.com/sh/i1nqob9u3uv05yv/AAD2D74W1FHRFGjZAr7lqKida?dl=0>

Biosecurity

To protect the Public Forest Estate and to minimise the risk of introducing or spreading harmful pests and diseases, biosecurity measures appropriate to the level of risk at the location of work, are expected to be undertaken.  For more information and guidance, please visit [www.forestry.gov.uk/england-keepitclean](http://www.forestry.gov.uk/england-keepitclean).

**Note: Tenderers must include details of any areas where they will not be able to comply with these requirements. If your Tender does not meet these requirements we reserve the right to reject it completely.**

## Notes for Completion and Conditions

## Timetable

Whilst we do not intend to depart from the timetable below, we reserve the right to do so and if this is required, we will inform Suppliers in writing of any changes.

|  |  |
| --- | --- |
| **Stages** | **Dates** |
| Latest date for notifying attendance at Briefing Day | Monday 25th June 2018  See below for contact details |
| Briefing Day/Site visit by bidders (at Alice Holt) | 10:00hrs Wednesday 27th June 2018  See below for contact details |
| Closing date for questions | 12:00hrs on Wednesday 4th July 2018 |
| **Closing Date and Time for Tender Returns** | 12:00hrs on Wednesday 18th July 2018 |
| Notification of Award | Wednesday 8th August 2018 |
| Expected Start Date | Wednesday 12th September 2018 |

### 3.1.1 Site Visits

### **All suppliers MUST attend the bidder Briefing Day above. Tenders received from suppliers that do not attend the bidder Briefing Day will not be considered.**

### Additional site visits may be made subject to arrangement with the Facilities Manager.

## 3.2 Enquiries

Please send notice to attend the Bidder Briefing Day by email by the deadline stated at Section 3.1 quoting thereference numberprinted at the front of this document to:

Jim McGivern

Facilities Manager

Forest Research

Alice Holt Lodge

Farnham

Surrey

GU10 4LH

jim.mcgivern@forestry.gsi.gov.uk

tel. 0300067684

Please send all enquiries and questions to the above person by email quoting thereference numberprinted at the front of this document: Note the deadline for questions stated in Section 3.1 above.

If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all prospective bidders, although your identity will remain confidential.

## 3.3 Responses and supporting documents

Responses must be completed in full, any additional appendices must be clearly labelled. The FC will only evaluate on information provided, working history with the FC cannot be considered unless outlined in your tender submission. Please do not send promotional or general information; this will not be evaluated. Please ensure that all questions are completed in full, and in the format requested.

## 3.4 Return arrangements

Please return your completed tender submission inclusive of any relevant appendices as:

* 1 paper copy by post or hand delivered, and
* 1 copy on disk or USB type storage device in a read only format

Please note that we do not accept email copies. We must receive your completed tender before the closing date and time shown in the Timetable at section 3.1. We will keep tenders received before this deadline unopened until after this time. We reserve the right to not consider any tenders received after the deadline. Please be aware that tenders may be copied for our use.

Mark your envelopes with the words ‘**Tender for New Water Main, ref. FR/0500 –** **Not to be opened until 12:00hrs Wednesday 18th July 2018**.

Send completed tender documents to the following address:

Jim McGivern

Facilities Manager

Forest Research

Alice Holt Lodge

Farnham

Surrey

GU10 4LH

## 3.5 Clarification

During our evaluation process, we may need to seek clarification on aspects of your tender return. If required we will contact you using the contact details you have provided. Clarification may require you to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification is to provide us with the information we require to score your submission; it will not be an opportunity for you to improve or substantially change the information you have already submitted.

## 3.6 Sub-contracting arrangements

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, details should be provided. This includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key deliverables each sub-contractor will be responsible for.

The FC recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However Suppliers should be aware that where information provided to the FC indicates that sub-contractors are to play a significant role in delivering key requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the FC immediately of any change in the proposed sub-contractor arrangements. The FC reserves the right to deselect the Supplier prior to any award, based on an assessment of the updated information.

## 3.7 Consortia arrangements

Please contact the Facilities Manager (contact details in Section 3.2 above) before submitting a tender if you intend to bid as a consortium.

## 3.8 Confidentiality

When providing details of contracts in answering section 4.4 of this ITT (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The FC reserves the right to contact the named customer contact in section 4.4 regarding the contracts included in section 4.4. The named customer contact does not owe the FC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The FC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

The Supplier must treat all information supplied to it by the FC in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response.

As part of the tendering process, the Supplier must identify any parts of its tender submission which it designates as confidential and would not want published; such information may include technical or trade secrets or other confidential information. The FC will then assess this information (along with the rest of the contract) when considering which contractual information should or should not be published or released on request.

## 3.9 Additional tender information

* All details of the tender, including prices and rates, must be valid for 90 days from the closing date for Tender Submissions as detailed in Section 3.1.
* The completed tender and all accompanying documents must be in English.
* Any contract or framework agreement concluded as a result of this ITT will be governed by English law.
* All prices will be in sterling and exclusive of VAT.
* Once we have awarded the contract or framework agreement, we will not pay any additional costs incurred which are not reflected in your tender submission.
* A Tender Panel will evaluate responses to the tender objectively using the evaluation matrix.
* Unless otherwise stated in this ITT, all costs associated with taking part in this process remain your responsibility and we will not return any part of your completed tender to you.

## 3.10 Pass/Fail questions

Some questions in the tender are fundamental requirements of the contract. These are marked on a ‘pass/fail’ basis and if you do not answer these sections appropriately, we may reject your submission in full and cease to evaluate any more questions.

## 3.11 Weighted questions

Some sections of this ITT include questions that are weighted. The weightings applied to each question ensure the relative importance of each is correctly reflected in the overall scores applied. For these questions, the marks out of 4 that are achieved for each question will be subsequently weighted to provide a total number of marks out of 100%.

## 3.12 Award & Feedback

Once we have carried out the evaluation and identified the successful tenderer, we will write to all tenderers by email of our award decision. We will give all bidders the opportunity of feedback. Please request feedback via email as soon as possible if required.

## 3.13 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the tendering process at any stage.

## 3.14 Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with us will disqualify you from being considered and may constitute a criminal offence.

## 3.15 Disclaimer

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive nor has it been independently verified.

Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

* makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or
* accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

# 4 Your response

In order to submit a tender for this requirement you must complete and return the below sections in compliance with Section 3 above. All sections must be completed and returned; failure to do so may result in your tender being rejected.

Full details of how we will evaluate your submission can be found in the Evaluation Matrix below.

## 4.1 Supplier Information

|  |  |  |
| --- | --- | --- |
| **Supplier details** | | **Answer** |
| Supplier Name & Address | |  |
| Registered company number | |  |
| Registered charity number | |  |
| Registered VAT number | |  |
| Name of immediate parent company | |  |
| Name of ultimate parent company | |  |
| Please indicate your trading status | | Choose an item. |
| Please indicate whether any of the classifications apply | | Choose an item. |
| **Contact details** | | |
| Supplier contact details for enquiries about this ITT | | |
| Name |  | |
| Postal address |  | |
| Phone |  | |
| Mobile |  | |
| E-mail |  | |

## Selection Criteria

## 4.2 Grounds for mandatory exclusion

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 4.2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

|  |  |  |
| --- | --- | --- |
| **4.2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 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; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; |  |  |
| 1. any of the following offences, 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: |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (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 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; 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; |  |  |
| 1. any offence listed— |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. 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 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009 |  |  |
| 1. 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; or |  |  |
| 1. 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. |  |  |
| **Non-payment of taxes**  **4.2.2 Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

4.3 Grounds for discretionary exclusion

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |  |
| --- | --- | --- |
| **4.3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. \*your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. \*\*your organisation 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; |  |  |
| 1. Your organisation – 2. 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 3. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| 1. your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| 1. your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**\* Conflicts of interest**

In accordance with question 4.3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

**\*\* Taking Account of Bidders’ Past Performance**

In accordance with question (g), the authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 4.2.1, 4.2.2 and 4.3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case.

If such evidence is considered by the authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

## 4.4 Insurance

|  |  |
| --- | --- |
| **Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract or framework, the levels of insurance cover indicated below.** | **YES / NO** |
| Employer’s (Compulsory) Liability Insurance = £5 million  **Note**: It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |  |
| Public Liability Insurance = £5 million |  |

## 4.5 Health and Safety

This section allows us to assess your competency for health and safety. We have provided some guidance to help you understand the requirements for each area. You may also find it useful to refer to the Health and Safety Executive (HSE) website for some guidance before completing this section. You can find this here: <http://www.hse.gov.uk/>.

|  |  |
| --- | --- |
| 4.5.1 | 1. Does your organisation have a written health and safety policy? AND 2. If yes, please provide details of when it was last reviewed and updated.   Note: If your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy |
| **Answer:** | |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 4.5.2 | The FC requires confirmation that this contract or framework will be carried out by personnel (individuals, staff or sub-contractors) with the pre-requisite Health and Safety certifications / qualifications. Bidders are required to complete the table below with reference to their delivery team for this contract. | | | | |
| **Certification / Qualification** | | | **Number of personnel with certification / qualification** | **Qualification Provider** | **Frequency of Update training** |
| First Aid at work or Emergency First Aid at Work  ‘CSCS’ Land drilling Card, or an equivalent  Plant operators to have a CPCS card relevant to the item of plant they operate, or an equivalent CITB qualification  Minimum of one person based on site to have a CITB accredited SSTS (site supervisors training scheme) qualification  Acclaim Certificate of Health & Safety Accreditation  ‘Constructionline’ Membership  ‘Alcumus’ safe Contractor Accreditation  ‘CHAS’ Contractors Health & Safety Assessment Scheme Accreditation  ‘Streetworks’ Qualifications  Register  British Drilling Association membership | | |  |  |  |
| 4.5.3 | | If the appropriate personnel who will deliver the contract or framework **do not** currently hold any or all of the above qualifications or certifications, explain any plans (including dates) you have in place to secure the necessary certifications/qualifications in advance of contract or framework commencement.  Please state ‘not applicable’ in the box below where this does not apply. | | | |
| **Answer:** | | | | | |

**\*** Please see our [First Aid Policy for those that work on our land](http://www.forestry.gov.uk/forestry/infd-8wpmpq) for further details. Note: if your current certification does not cover these aspects, you will be required to undertake the necessary training prior to commencing any work.

|  |  |
| --- | --- |
| 4.5.4 | Briefly describe your selection process for sub-contractors. The selection process should include assessment and review of sub-contractors’ approach to risk assessment; competence and qualifications; and accident/near miss reporting & recording.  If you intend to carry out all work using your own direct employees, you need only provide a short statement to this effect. |
| **Answer:** | |

|  |  |
| --- | --- |
| 4.5.5 | Briefly describe your process for ensuring personnel are competent and up to date on general and site specific health and safety requirements. This should include your plans for supervision and monitoring. Provide evidence of examples to support your response. |
| **Answer:** | |

|  |  |
| --- | --- |
| 4.5.6 | Provide an example of a site specific risk assessment you have applied in a previous contract which demonstrates that the risks identified have been controlled. |
| **Answer:** | |
| 4.5.7 | In relation to your risk assessment process, describe how you monitor to ensure the controls remain in place for the duration of the work. Where available, supply any relevant evidence to support your response such as completed checklists or other similar evidence. |
| **Answer:** | |
| 4.5.8 | Explain your approach to Lone Working; and where this is carried out provide details of your process, methods and frequency of checking for contracts of this nature. |
| **Answer:** | |

|  |  |
| --- | --- |
| 4.5.9 | Briefly explain how your organisation obtains competent health and safety advice (either within the organisation or externally). Please show us you have the following or equivalent: Internal health and safety personnel, consultants, appointed person in the organisation responsible for health and safety. |
| **Answer:** | |

|  |  |
| --- | --- |
| 4.5.10 | 1. Describe your accident / near miss reporting system including any actions taken post incident to prevent recurrence; 2. Support your response with one example where this is available; 3. Describe your understanding of the requirements under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR). |
| **Answer:** | |

|  |  |
| --- | --- |
| 4.5.11 | Provide a short explanation of your process for Inspection and Testing of Machinery and Equipment providing certificates and completed checklists to support your response.  Your answer should show an understanding of the Provision and Use of Work Equipment Regulations 1998 (PUWER) and Lifting Operations and Lifting Equipment Regulations 1998 (LOLER), where relevant. |
| **Answer:** | |

## 4.6 Pre-Tender Site Visit

|  |  |
| --- | --- |
| **For your tender to be considered you must have made a site visit** | **YES / NO** |
| Confirm you attended the Bidder Briefing Day or Site Visit.  (this will be evidenced by a record of your visit being held by the Facilities Manager or Services Engineer) |  |

## 4.7 References

|  |  |  |
| --- | --- | --- |
| **Relevant experience and contract examples** | | |
| Please provide details of up to two contracts, in any combination from either the public or private sector that are relevant to our requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. | | |
|  | Contract 1 | Contract 2 |
| Name of customer organisation |  |  |
| Point of contact in customer organisation  Position in the organisation  E-mail address |  |  |
| Contract start date  Contract completion date  Estimated Contract Value |  |  |

## Award Criteria

## 4.8 Requirement Specific Questions

|  |  |  |
| --- | --- | --- |
| **No.** | **Question** | **Weight %** |
| 4.8.1 | Describe the supervisory and management structure that would be applied to this contract.  Your response should provide details of performance monitoring systems you would implement to ensure that the work is being carried out as per the specification and to the standard required? If subcontracting any element of the framework, you should also provide details of how you would manage the performance of subcontractors.  Specify of the frequency and how and this information will be shared with the client and suggested review process. | **10** |
| Response: Provide on separate sheet. | | |
| **No.** | **Question** | **Weight %** |
| 4.8.2 | Provide Gantt chart programme clearly showing all stages of works from placing of contract, lead in, starting operations on site, through to completion. | **10** |
| Response: Provide on separate sheet | | |
| **No** | **Question** | **Weight %** |
| 4.8.3 | Describe the processes and systems you have in the event of unexpected occurrences, such as staff absence through sickness or machinery failure through breakdown to ensure that the contract is not unduly delayed that may jeopardise the completion date. | **10** |
| Response: Provide on separate sheet | | |
| **No** | **Question** | **Weight %** |
| 4.8.4 | The site is managed and accredited with ISO1401. Describe how you think that this will affect the manner in which you deliver this project. | **10** |
| Response: Provide on separate sheet. | | |

## 4.9 Pricing Schedule

|  |  |
| --- | --- |
| **Please provide details of your pricing in the schedule provided below** | ***Weight 60%*** |

|  |  |  |
| --- | --- | --- |
| **Ref** | **Description** | **Price**  **(£)** |
|  | THE WORKS |  |
| 4.9.1 | Project preliminaries including management, establishment, insurances etc. including liaison with SE Water. |  |
| 4.9.2 | New inlet manifold, valve and metering arrangements. |  |
| 4.9.3 | Provision of new 90 mm outside diameter MDPE ring main. |  |
| 4.9.4 | Disconnection of existing Branch connections and re-connection to new ring main. |  |
| 4.9.5 | Metering stations including associated isolation valves and chambers excavation and re-instatement. |  |
| 4.9.6 | Valve and branch chambers including excavation and re-instatement. |  |
| 4.9.7 | Flushing and Sterilisation works. |  |
| 4.9.8 | Testing & Commissioning. |  |
| 4.9.9 | Record Documentation. |  |
| 4.9.10 | Periodic re-visit to level ground, make good and re-seed grassed areas as necessary. |  |
|  | PROVISIONAL ITEMS |  |
| 4.9.11 | Provisional Sum 1 – Refurbishment of existing irrigation tank including removal and disposal of existing and all isolations and re-connections. | 12,000 |
| 4.9.12 | Provisional sum 2 – Additional works in connection with distribution pipework within Nursery area. | 2,500 |
|  | ADDITIONAL ITEMS |  |
| 4.9.13 | Extra over cost for upgrading ring main to 125mm outside diameter MDPE. |  |
| 4.9.14 | General Contingency | 10.000 |
|  | **Total Tender Figure** |  |

## 4.10 Terms and Conditions

This ITT, and any contract arising from it, will be subject to the JCT Minor Works Building Contract (MW) 2016.

The successful Tenderer’s usual terms and conditions are not, and will not, become terms and conditions of any contract that we may award as a result of this ITT.

|  |  |  |
| --- | --- | --- |
| a) | Do you accept the FC’s Terms and Conditions of Contract as detailed above? (delete the option that doesn’t apply) | **Yes / No** |
| b) | If no, please provide details of any specific areas that you have an issue with. Please note that failure to agree to our Terms and Conditions of Contract may invalidate your tender submission. | |
|  |  | |

## 4.11 Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and evaluation process to assess my organisation’s suitability to participate in this procurement, and to determine which supplier(s) provide the most economically advantageous tender in accordance with the criteria set out in this ITT. I am signing on behalf of ………………………………………………………………… **(insert name of supplier)**.

I understand that the FC may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

I understand the FC may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The FC may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The FC may also assess whether specified minimum standards for reliability for such contracts are met.

I understand that I must disclose if my organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control has been convicted of any criminal offences.

In addition, the FC may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

The essence of selective tendering is that the FC will receive *bona fide* competitive tenders from all those tendering. In recognition of this principle, I certify that this is a *bona fide* tender, intended to be competitive, and that ‘we’ (I or any other person acting for on behalf of my organisation) 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. I also certify that we have not done and we undertake that we will not do so 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 of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium insurance quotations required for preparing the tender;
* enter any agreement with any other person whereby they will refrain from tendering or as to the amount of any tender to be submitted;
* offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this work any act or thing of the sort described above.

In this certificate, the word “’person” includes any individual, partnership, association, or body either corporate or unincorporated; and “’any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or not.

I also declare that there is no conflict of interest in relation to the FC’s requirement.

**ITT COMPLETED BY**

Name:

Role in Organisation:

Date:

Signature:

Evaluation Matrix

| **Section** | **Description** | **Scoring** | **Scoring Criteria** | |
| --- | --- | --- | --- | --- |
| 4.4 | Insurance | Pass or Fail | **Pass –** You must either confirm that you have the required levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be successful, that such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the requirement.  **Fail** – If you cannot make such a commitment, your bid will fail in its entirety. | |
| 4.5.1 | Health & Safety Policy | Pass or Fail | **Pass** – Organisation has a health and safety policy which has been reviewed in the last two years.  **Fail** – Organisation does not have a health and safety policy OR Organisation does have a health and safety policy but bidder has provided no evidence of policy being reviewed in last two years. | |
| 4.5.2  4.5.3 | Certifications /Qualifications | Pass or Fail | **Pass** – Bidder has stated they have all the certifications/qualifications required to undertake the work in response to part a of the question; OR Bidder has not confirmed that all certifications/qualifications are currently held in response to 4.3.2, but has provided a response to 4.3.3 of the question which gives assurance that the necessary certifications/qualifications will be secured in advance of contract commencement.  **Fail** – Bidder has not provided the necessary assurance that all certifications/qualifications will be secured in advance of contract commencement in response to either 4.3.2 and/or 4.3.3 of the question. | |
| 4.5.4 | Sub-contractor Selection Process | Pass or Fail | **Pass** – Bidder has described their process for sub-contractor selection. The process explains all the aspects requested in the question and provides assurance that sub-contractors will be assessed thoroughly in this respect to meet the minimum healthand safety requirements of the contract.  **Fail –** The requirement to sub-contract has been identified in the bid, but the process for assessing sub-contractors does not cover the required aspects of the question and/or does not provide the necessary assurance that sub-contractors will be assessed thoroughly in line with requirements. | |
| **Responses to the rest of the H&S section will be scored as detailed below. In order to pass, bidders will need to score 11 or more out of 17. Any bidder scoring below 11 will fail the H&S section.** | | | | |
| 4.5.5 | Updating of H&S | Scored Question | | **Score of 2** – Response provides confidence that personnel are updated on relevant health and safety matters at appropriate times and that adequate supervision/monitoring is undertaken – relevant actions may include use of site inductions, training, newsletters, meetings, site visits etc.  **Score of 1** – Response leaves reservations about whether personnel are provided with the relevant health and safety updates or provides limited evidence of updates being carried out. There is limited evidence to demonstrate adequate supervision or monitoring takes place.  **Score of 0 –** No response provided or inadequate response provided. |
| 4.5.6 | Risk Assessment Process | Scored Question | | **Score of 4** – Relevant site specific risk assessment from previous contract has been provided. This shows appropriate hazards and controls, demonstrating competence in application of this process.  **Score of 3** – Description of risk assessment process has been provided along with generic or hypothetical risk assessment. This shows an understanding of the process and provides confidence that the bidder would be able to apply the principles in a real situation.  **Score of 2** – Description of risk assessment process has been provided without any examples OR generic or hypothetical risk assessment has been provided, with no further information of the process applied.  **Fail – Inadequate process or no response provided** |
| 4.5.7 | Risk Assessment Process | Scored Question | | **Score of 3** – Process description provides confidence that sufficient monitoring takes place throughout contract duration to ensure controls remain on site. Response is supported by appropriate evidence such as completed checklists, records of toolbox talks, evidence of supervisory visits or other appropriate evidence.  **Score of 1** – Process description provided without further appropriate supporting evidence – this gives some confidence that controls remain on site through the duration of the contract. OR, Some evidence supplied such as completed checklists, records of toolbox talks, supervisory visits or similar without a description of the process applied.  **Score of 0** – No response provided or response does provide confidence that an adequate process exists to ensure controls will remain on site for the duration of the contract. |
| 4.5.8 | Lone Working Process | Scored Question | | **Score of 4** - Supplier does not allow lone working.  **Score of 3** - Lone working is restricted and the approach and system described gives confidence that the risk of lone working is being adequately controlled. Frequency of checking is appropriate to the risks associated with the work.  **Score of 1** - Lone working is carried out but explanation of process gives limited confidence of risks being controlled to an acceptable level.  **Fail - Response is completely inadequate or process described does not provide any confidence that Lone Working process will be managed to ensure safety of personnel.** |
| 4.5.9 | Health & Safety Advice | Scored Question | | **Score of 1** - Response identifies competent responsible person.  **Score of 0** - Response not provided or inadequate. |
| 4.5.10 | Accidents / Near Misses and RIDDOR | Scored Question | | **1 point allocated for each of the following (maximum score achievable is 3):**   * Relevant accident reporting process described along with any post-accident actions to prevent recurrence – **Score 1 point** * Examples provided are relevant and demonstrate process being put into practice – **Score 1 point** * RIDDOR description, categories, timescales and understanding of responsibilities reflect current legislative requirements – **Score 1 point** |
| 4.5.11 | Inspection and Testing of Machinery and Equipment | Pass or Fail | | **Pass** - Sufficient explanation of process provided along with evidence of internal and external checks being carried out. Response demonstrates an understanding of PUWER and LOLER (where relevant).  **Fail -** Lack of evidence or understanding provided and or inadequate checking process demonstrated |
| 4.6 | Pre-Tender Site Visit | Pass/Fail | | **Pass** – Supplier attended the bidder briefing day/conducted a site visit prior to tender submission  **Fail**  - no evidence that the Supplier attended the bidder briefing day/conducted a site visit prior to tender submission |
| 4.7 | References | Pass/Fail | | **Pass –** Two references relevant to the subject matter of this ITT have been provided and the authority is content that the minimum standards for reliability have been met. We will consider accepting a lower number of references depending on how long you have been in business.  **Fail** – References are not relevant OR a satisfactory number of references have not been provided OR the authority has evidence of the suppliers’ failure to discharge their obligations under previous principal relevant contract(s) which may include minimum standards for reliability in performing such contracts having not been met. |
| 4.8 | Requirement Specific Questions | 40% total | | **0 – No response or totally inadequate**  No response or an inadequate response.  **1 – Major Reservations / Constraints**  The response simply states that the supplier can meet some of the requirements set out in the question or Specification of Requirements, but have not given information or detail on how they will do this.  **2 – Some Reservations/Constraints**  Bidder has provided some information about how they propose to meet most of the requirements as set out in the question or Specification of Requirements. There is some doubt in their ability to consistently meet the full range of requirements.  **3 – Fully Compliant**  Bidder has provided detailed information covering all elements of the question, detailing how they propose to meet all the requirements as set out in the question or Specification of Requirements. This gives full confidence in their ability to meet the full range of our requirements.  **4 – Exceeds Requirements**  Bidder meets the required standard in all respects and exceeds some or all of the major requirements, which in turn leads to added value within the contract or framework. |
| 4.9 | Pricing Schedule | 60% | | The lowest assessed tender price will receive the maximum score available for this section.  All other scores will be calculated by :  Lowest Assessed Tender Price x Score available  Assessed Tender Price |
| 4.10 | Terms and Conditions | Pass/Fail | | **Pass**: Terms and Conditions have been accepted without any exceptions, or exceptions are minor and can be accommodated.  **Fail**: Exceptions noted have been discussed and are unable to be accommodated. |
| 4.11 | Declaration | Pass/Fail | | **Pass**: Completed, signed declaration has been provided.  **Fail**: Declaration has not been signed or provided, or exceptions have been noted which cannot be accepted. |

Appendix A

Construction Phase Health & Safety Plan