

DEPARTMENT FOR TRANSPORT

Generator Replacement Project Tender Document

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FAITHFUL
GOULD



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1.0 INTRODUCTION

1.1 Generally

These Instructions to Tenderers and all other documents forming this invitation to tender form the tender documents.

The purpose of the tender documents is to invite competitive tender submissions for a single stage fixed price lump sum contract, for the design, supply, installation, testing & commissioning of the Generator Replacement Project described herein at the site of The International Maritime Organization, 4 Albert Embankment, London.

The contractor must make due allowance in their tender for all costs associated with dealing with the implications of any restricted access, times for loading/unloading, including any out of hours working and deliveries required to complete the works.

No claim by the Tenderer for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the grounds of any allegation or fact that incorrect information was given to him by any person whether in the employment of the Employer or not, or of the failure on his part to obtain correct information, nor shall the Tenderer be relieved from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds.

The Tenderer is to allow within his tender price for all costs associated in liaising, co-coordinating, providing access etc. and working with the Employer. This will include but is not limited to the attainment of all necessary passes, permits, licences and approvals to carry out or facilitate all elements of the works.

The Tenderer is deemed to have fully acquainted himself with the tender documents and to have taken into account in his tender price, for all matters affecting the contract works.



2.0 INSTRUCTION TO TENDERS

2.1 Tender Receipt

Faithful+Gould is utilising the DfT Group Commercial Services AWARD e-Sourcing Portal for this Procurement and to release Invitation to Tender documents to tenderers and manage the submission of tenders. The Department for Transport (DfT) have issued access to the e-sourcing to tenderers point of contact supplied by Faithful+Gould. The Tenderer must ensure that the point of contact it nominates in the AWARD e-Sourcing Portal is accurate at all times, as the DfT will not be under any obligation to contact any other point of contact.

The tenderer is made aware that when a query is raised on the AWARD e-sourcing Portal (either by the bidder or by / on behalf of the purchaser) and a reply is submitted the query then becomes closed. A new query will then need to be opened if further dialogue is required.

2.2 Registration

DfT have issued e-sourcing portal registration to Tenderers as identified by Faithful+Gould.

No subsequent claim for loss in consequence of the Tenderer's failure to comply with these instructions shall be permitted.

2.3 Clarifications during the Tender Preparation period

If tenderers require answers to queries during the tender period, clarifications will **only** be accepted through the AWARD e-sourcing portal. The tenderer can create a query under the 'Communication' tab of the portal. Questions will be answered within 2 working days wherever possible.

The final date for clarifications is **15 June 2017**.

2.4 Basis of Tender

The Tender figures quoted are deemed inclusive of all overheads and exclusive of Value Added Tax (VAT).



2.5 Proposed Amendments and Exceptions

If offering any amendments or exceptions to the tender documents, Tenderers must list each and every proposed exception and amendment to the Contract Agreement.

Tenderers must describe and give reasons for each proposed exception and amendment and state any effect on their proposal (including the commercial terms) if The Department for Transport (DfT) reject the proposed exceptions and amendments.

Tenderers should note that alternative tenders will only be considered if accompanied by a tender complying in full with the Tender requirements. Failure to do so may eliminate the Tenderer from consideration.

An alternative form of Tender is included in the documents for the tenderer to submit a tender based on their optimum or preferred contract duration if applicable.

Where the Employer agrees any changes to the proposed contract documentation then all such changes shall be word processed into the proposed documentation by the Employer.

2.6 Canvassing and Collusive Tendering

Any Tenderer who directly or indirectly canvasses any employee of the Department for Transport or The International Maritime Organization concerning the preparation of tenders or the award of the contract for provision of the services will be disqualified.

Any Tenderer who undertakes or engages in the following shall be disqualified:

1. Fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other person, or;
2. Communicates to any person other than the Department for Transport the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for insurance or a contract guarantee bond), or;
3. Enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted, or;
4. Offers or agrees to pay or does pay or gives any sum of money, inducement, or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for the services any act or omission.



2.7 Target Programme

Item	Description	Date
1	Issue on DfT Group Commercial Services Portal	26 May 2017
2	Site Visits	5 – 7th June 2017
3	Final date for Tender Clarifications	15 June 2017
4	Final Clarification Response	19 June 2017
5	Submission to DfT Group Commercial Services Portal	23 June 2017
6	Contractor Appointment	21 July 2017
7	Start on Site	4 September 2017
8	Completion	13 October 2017

Note: this programme is only a guide and may be subject to amendment at any stage. No claim will be accepted for any bidding costs whatsoever or any claim for costs resulting from a decision not to proceed or withdrawal from all or any of the elements within the programme, deletion or addition to the programme or general protraction of the overall time frame.

The construction programme illustrating procurement of materials and duration of site occupation will be required, or acceptance of the Faithful+Gould indicative construction programme in Appendix F.

2.8 Tender Offer

The Tenderer is to provide a tender offer based on the tender documents and information received.

2.9 Procurement Route

This project will be tendered and generally administered on the basis of a single stage process.

Following submission and assessment of the tender returns, a single preferred Contractor will be selected.

Following agreement of costs and programme the Contract Documents will be prepared and a full Contract will be awarded.

2.10 Form of Contract

The form of contract is the NEC3 Engineering and Construction Contract Main Option A – Lump Sum with an Activity Schedule (for utilisation in valuations).

2.11 Pricing Schedule / Activity Schedule

The Tenderer shall fully complete the Pricing Schedule (Section 7.0) for their tender return.

An Activity Schedule aligned to the Contractor's Programme will be required to be developed by the successful Tenderer, (a draft of which has been included within Appendix D) within 4 weeks of Award of Contract and will form the basis for payments.

Appendix E contains a draft activity schedule that should form the basis of the proposed schedule.



2.12 Programme

An indicative construction programme is included within Appendix F prepared by Faithful+Gould. The Contractor shall confirm if this is acceptable in their tender or make comment to any changes. No changes are acceptable to the sequence of work which has been agreed with the client.

2.13 Site Visit

It is envisaged that site visits will be held between the 5 – 7th June 2017. Tenderers will be informed of the time, agenda, structure and duration of the site visits in due course. Please contact Alex.Pope@fgould.com for further information.

On this visit, the Tenderer is deemed to have satisfied himself as regards to the means of access to the contract location, the risk of injury or damage to property in the contract location or to the occupiers of such property, the conditions under which the Works may be carried out, the supply of and conditions affecting labour and generally to have obtained his own information on all matters affecting the execution of the Works including the coordination and integration of the proposed works into the existing structure and environment.

2.14 Mid Tender Interviews

Mid Tender interviews may be requested, Tenderers will be informed of the agenda, structure and duration of the mid-tender interview in due course.



3.00 TENDER DELIVERABLES

3.1 Generally

Tenderers will be required to register onto the DfT Group Commercial Services Portal to access these tender documents and for the administration of the tender. To register, an email detailing name and email address should be sent to Amaan Hardoyal (Amaan.Hardoyal@df.t.gsi.gov.uk) with a copy included to James Doran (james.doran@df.t.gsi.gov.uk).

3.2 Tender Return

The Tenderer must download the electronic versions of the tender documents from the DfT Group Commercial Services AWARD e-sourcing portal for completion.

The Tenderer shall provide an electronic version of their tender and submit it to the DfT Group Commercial Services AWARD Portal by the deadline of noon on 23 June 2017. Tenderers are required to provide the following information as part of their tender return. This information shall form the basis of the tender assessment. No documents or information other than the tender response and the required supporting information should be submitted. Only in exceptional circumstances will the DfT consider accepting a response beyond this deadline.

Document to be returned	Checkbox (for bidders use)
1. Completed Form of Tender(s)	
2. Fully Completed Pricing Schedule, Resource Schedule and Activity Schedule (No grouped or bracketed items and this submission shall be provided in Excel format)	
3. Confirmation that any tender amendments have been incorporated	
4. Confirmation of acceptance of additional / amendments to NEC 3 ECC Option A Contract Z Clauses	
5. Valid insurances certificates to the minimum level of cover stated within the Contract Data	
6. A detailed method statement incorporating all requirements set out in Section 4.0	
7. Confirmation of acceptance of the programme of works included within Appendix F, or alternative programme as described above, including a statement of any proposed changes	
8. A method statement on how the programme shall be managed and what measures are available to mitigate any delays	
9. An outline assessment of the risks associated with the project, how these will be mitigated and associated costs include within the tendered sum	
10. CVs of all key personnel should be provided	
11. An organogram setting out the team structure and identifying site based and non-site based personnel. A statement on how the project shall be managed at senior management level should also be provided	



12.	An outline Pre-Construction Health & Safety Plan	
13.	Provide a list and details of all subcontractors and the work for which they will be responsible. The contractor will be expected to engage with the same subcontractors listed post contract	
14.	A demonstration of sufficient competence and resource to fulfil the Health & Safety and CDM requirements as detailed in the Pre-Construction Information included in Appendix G of the tender documents.	
15.	The Declarations and Authorisations section, which require authorising signatures, must be signed by hand (not electronically) and the document scanned to JPEG or pdf format, which must then be uploaded via the portal.	
16.	Duly completed response to quality questions (Stage 3)	

The Tenderer shall provide additional cost information if required by the Employer including breakdowns of cost headings to show how costs of individual items have been calculated. Such information is to be provided free of charge within 5 working days of the Employer's request.

Tenderers may supply any additional information they consider necessary to supplement their tender submission. You must return the tender response in the same order as detailed above and provide any supplementary information in a clearly defined and separate section of your response.

3.3 Confidentiality

Each party:

1. Shall treat as confidential all information obtained from the other party under or in connection with the tender;
2. Shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for tender purposes; and
3. Shall not use any of that information otherwise than for the purpose of tender analysis

3.4 Tender Acceptance

The Department for Transport does not undertake to contract with any party responding to this enquiry or to accept the lowest or any tender submitted.

3.5 Tender Validity Period

The tender submission is to remain open for acceptance without alteration for a period of not less than 13 weeks beyond the submission date.



3.6 Expenses and Losses

The Department for Transport will not be responsible for or pay any cost, expenses or losses which may be incurred by any Tenderer in preparing its tender or arising out of site visits or any presentations that may be required.

3.7 Qualifications

The Tenderer shall submit a clean unqualified tender. Any qualified proposals should form separate alternative proposals as appropriate.



4.00 TENDER EVALUATION PROCESS

The tender process will be conducted on the basis that tenders are evaluated fairly to ascertain the most economically advantageous tender in terms of both quality and price

A staged selection process will be used as detailed below:

STAGE 1 - COMPLIANCE CHECK

Following receipt of tender returns, a preliminary assessment of submissions will be undertaken to determine general compliance with the tender document requirements, including but not limited to whether:

- All the information required as part of the tender response has been provided;
- The tender response was submitted on time and is complete;
- An applicant has provided a submission that is in the specified format and;
- An applicant has complied fully with the requirements of the selection process set out in the tender and has not misrepresented any of the information supplied.

Responses should be in the format as required by the tender documents. The compliance check will result in one of the following two evaluations: pass or fail.

Where in the opinion of the contracting authority the applicant's response is deemed to be non-compliant or incomplete, the applicant may be excluded from further consideration and from the process entirely.

Failure to provide information to an appropriate level of detail may render the application non-compliant and their evaluation may be taken no further.

STAGE 2 - MINIMUM STANDARDS

Compliant tenderers will then be evaluated for meeting minimum standards to be deemed suitable for the execution of the project. The required minimum standards are identified in the information requested below. Tender responses provided will be evaluated as either a pass or a fail. These are questions:

General information (these questions are for information only and will not be scored)

Please provide:

- Registered name and Trading name (if different)
- Head office address and Correspondence address (if different)
- Name of contact acting on behalf of applicant
- If part of a group, please state the ultimate holding company
- Company registration number
- Country of registration
- VAT number
- Legal status (PLC, private company, partnership, sole trader, registered charity, non-profit making trust etc.)



Insurances

Please provide details of your insurance cover for the following policies:

- Employer's liability
- Contractor's all risks - Contractor's liability to the Employer for loss of or damage to the Employer's property
- Public liability (£5 million)
- Professional indemnity (of at least £5 million per individual claim)

Applicants should note that it will be a condition of contract that all of the above insurances are in place. Failure to provide the minimum levels required will mean that your tender will not be considered further.

Resource and Capability

Please confirm that the testing and commissioning engineers are directly employed.

Please confirm acceptance of the Contract and Contract Conditions as detailed in Section 5.0

Please provide a financial statement on cash-flow, taking into account that payment on this project shall be via an activity schedule (please include any financial data as you see fit)

Please provide 3 detailed case studies of Generator renewal projects undertaken in the last 2 years all of which are similar to the subject of this tender in both Scope and Value, including:

- Client
- Building
- Nature of project (occupied building etc.)
- Construction value (Gross)
- Dates and duration of project from start to completion
- Client contact for reference purpose

Failure to provide all the above will mean that your tender will not be considered further.



STAGE 3 - TENDER EVALUATION CRITERIA

Generally

Tenderers who meet the compliant and minimum standards set in Stages 1 and 2 will be assessed against a Price / Quality criteria below.

The tenderers are advised there should be no mention of cost or their submitted priced within their quality submission.

Price Evaluation

100 points will be awarded to the lowest tender with all other (higher) tenders marked lower than 100 points on a pro rata basis. Price evaluation to include for all breakdowns and additional prices requested. Points scored will then be multiplied by 30% to reflect an overall price weighting. The QS is responsible for scoring the price and will seek input from the relevant consultant where required to evaluate tenderers assumptions / exclusions.

The price percentage attributed will be added to the quality score to give an overall price / quality score for each submission received.

Quality Evaluation

The Tenderers responses to each of the Quality Evaluation Sections will be scored 0-5. To achieve consistency in scoring, the evaluation team will use the scoring guidelines below.

Assessment	Score
Unacceptable - Failed to address the criteria. No response is provided or the response is not relevant to the question	0
Very poor – Not deliverable. The response significantly fails to meet the standards required, contains significant shortcomings and / or is inconsistent with other proposals	1
Poor – Not deliverable. The response falls short of achieving the expected standard in a number of identifiable respects.	2
Satisfactory – Deliverable but with some minor shortcomings. The response meets the requirement in certain material respects and provides certain information which is relevant, but which is lacking or is inconsistent in material respects	3
Good – Fully deliverable in all respects. The response meets the requirement in most material aspects, but is lacking or inconsistent in some minor respects	4
Very Good – Fully deliverable and provides added value. The response meets the requirements in all material respects and is extremely likely to deliver the required output / outcome	5



Scoring and Evaluation

At the Quality Criteria Assessment stage a moderation meeting will be held where tenderer scores will be reviewed and agreed by the Evaluation Panel. The highest possible mark that can be achieved at this stage is a score of 100. As there are 7 different sections to the quality criteria with varying weightings. The Quality Evaluation Sections will be scored 0-5 (for consistency) and multiplied by 20 (to achieve a mark out of 100) and then multiplied again by their respective weightings. This total quality score will give a mark out of 100. This will then be multiplied by the Quality weighting (70%) to give an overall mark for this criteria. The minimum requirement for this Work Package is to reach a threshold of 42 marks out of the 70 (60% threshold) available quality marks. A submission that has failed to achieve the minimum quality threshold (of 60%) will not be considered further in the assessment.

The lowest priced tender will be given a score of 100%. The score of other competing suppliers will be calculated by deducting from 100 one point for each full percentage point by which their price is above the lowest price. Points will then be multiplied by 30%. The overall quality score and the pricing score will be combined in the ratio 70:30. The scores will be assessed and weighted in conjunction with the following Quality Evaluation Criteria. A moderation meeting will be held where tenderer scores will be reviewed and agreed by the Evaluation Panel. Tenderer total scores will then be multiplied by 70% to reflect a quality weighting. A minimum total quality score of 60% (of the available 70%) is required to pass this stage of the evaluation.

Quality Criteria evaluation Example

Quality Weighting (Per section)	Scores (0-5)		Overall weighted Scores		Overall Quality Score
	Bidder 1	Out of 100	Weighting	Score	
20%	3	60	60 x 20%	12	65*70% = 45.5 points achieved out of the 70% available marks for quality (pass mark is 42 points) this means bidder will progress to the next stage of Pricing evaluation.
20%	3	60	60 x 20%	12	
20%	3	60	60 x 20%	12	
5%	3	60	60 x 5%	3	
15%	4	80	80 x 15%	12	
10%	3	60	60 x 10%	6	
10%	4	80	80 x 10%	8	
TOTAL				65/100	



Quality Criteria Questions

Sections	Component	Weighting %
1	DELIVERY TEAM DETAILS	
	Scope: Describe the make-up of both the design and construction teams, including principal contractor, services designer, as well as key sub-contractors; Describe roles and responsibilities, and management resource and relevant expert input to the project.	20%
	Basis for Evaluation: Bidders will be assessed against the structure resource profile of their proposed delivery team; roles and responsibilities of their team members including input at senior management level and relevant specialists.	
	Delivery Format: Written statement, maximum 1000 words, plus project-relevant annexes organogram / diagrams; roles and responsibilities; management resource allocation; CV's of management team and key experts that will be used.	
2	METHOD STATEMENT	
	Scope: Describe the overall approach to the project delivery, including: understanding of technical requirements; logistics, environmental considerations (e.g. treatment of construction related waste), understanding of phasing; working in occupied buildings; communication with Project Manager; Designers; DfT; IMO; FM Provider. The response should also include examples of previous projects (of a similar nature and value).	20%
	Basis for Evaluation: Bidders will be assessed on their approach to, and understanding of the project requirements including technical, phasing, interface with other projects, occupied building requirements, a robust logistics plan including details of carrying out initial surveys, cleaning regime, storage procedures, methods for the protection, methods of separating site and proposals for communication, interface with the client and building management team and relevance of previous experience.	
	Delivery Format: Written statement, maximum 1500 words, plus supporting diagrams or processes.	
3	PROGRAMME / PLANNING	
	Scope: Show detailed understanding of activities, timescales and sequencing through phases, key dates and how progress is to be effectively monitored and reported.	20%
	Basis for Evaluation: Bidders will be assessed on the comprehensive detail and logic applied to their tender programmes, and the robustness and effectiveness of their proposed monitoring, reporting and response regime.	
	Delivery Format: Programmes (Gantt Charts) for Mobilisation, design and typical office area phase, plus Trip End Facility. Maximum 500 words plus supporting attachments to describe monitoring and reporting	



Sections	Component	Weighting %
4	QUALITY MANAGEMENT	
	Scope: Describe quality standards held and the key elements of the QA plan proposed, highlighting primary responsibilities, and procedures and processes foreseen. Provide an overview of the design process and design sign-off procedures.	5%
	Basis for Evaluation: Bidders will be assessed on comprehensiveness, compliance and relevance of quality standards help and operated; how clear, relevant, comprehensive and verifiable their proposed project Quality Plan is, including indicating the quality control programme, demonstrating compliance with the contract in regard to materials and workmanship, demonstrating the establishment of standards by means of sample installation and submission of samples prior to installation; handling of non-conformities.	
	Delivery Format: Written statement, maximum 500 words, complemented by project-specific draft Quality Plan (max. 10 pages).	
5	HEALTH & SAFETY MANAGEMENT	
	Scope: Describe the overall management arrangements, roles and responsibilities in respect of H&S, highlighting primary procedures and processes proposed in respect of the project workforce and site, and building users. Identify any project specific risks and how these will managed.	15%
	Basis for Evaluation: Bidders will be assessed on how specific, comprehensive, clear, relevant and verifiable their proposed draft Construction Phase H&S plan is. (Do not include generic method statements or risk assessments).	
	Delivery Format: Written statement, maximum 1000 words, complemented by project-specific draft.	
6	RISK MANAGEMENT	
	Scope: Describe the approach to risk management, for both design/construction and commercial risk assessment including mitigation techniques.	10%
	Basis for Evaluation: The response will be assessed for a comprehensive project specific approach, the quality of the risk register, response to the risks identified in Appendix E, any further risks identified and raised, risk management proposals and the proposed mitigation measures	
	Delivery Format: Written statement, maximum 1000 words, with a project-specific Risk Register (draft; maximum 5 pages).	



Sections	Component	Weighting %
7	COMMISSIONING, HANDOVER AND MAINTENANCE	
	Scope: Describe how the bidder will ensure the successful commissioning, compliance with the specified standards detailed in Appendix A, and hand over and maintenance during phases through the project.	10%
	Basis for Evaluation: The response will be assessed on a robust management approach, how programming considers this, how documentation requirements will be met, handling of maintenance regimes, response to defects.	
	Delivery Format: Written statement, maximum 1000 words, plus any relevant diagrams or sample documents.	

Overall Evaluation

At this stage the Tenderer scores will be ranked in order. Post Tender Interviews may then be held for tenderers shortlisted for selection. Alternatively, the contract may be awarded to the highest scoring tender return.

The Tenderer should note that if the Client Organisation either decides not to accept any submission or to abandon the procurement process at any stage it will not be responsible for any costs which the Tenderer may incur / have incurred as a consequence of the Client Organisations decision.

STAGE 4 – POST TENDER INTERVIEWS

If deemed necessary, post tender interviews are anticipated for week commencing (TBC 2017) between 8:00 and 18:00 however this is subject to change. The invited Tenderers will have the opportunity to present their approach to undertaking the works and to introduce key members to the Project Team. Tenderers will be informed of the agenda, structure and duration of the post tender interview in due course. Not all Tenderers will necessarily be invited to attend the post tender interviews

An interview agenda will be issued to all shortlisted parties to ensure consistency between tenderers. The Evaluation Panel will re-assess the moderated quality scores based upon tenderer responses in the interview. Overall scores will then be adjusted as appropriate applying the evaluation criteria above.

The Post Tender interview, if held will be to assess your methodology of the project and will not contribute to the overall “Quality” score of your evaluation

The Department for Transport reserves the right not to interview. Tenderers should submit comprehensive tenders and not assume that Post Tender Interviews will not take place.



5.00 CONTRACT DATA

Form of Contract

The Form of Contract will be a New Engineering Contract (NEC) Engineering and Construction Contract, Third Edition published in April 2013 (with amendments) for the Institution of Civil Engineers by Thomas Telford Limited, Thomas Telford House, 1 Heron Quay, London E14 4JD, amended as follows.

Contract Data

The Contract Data section in the Form of Contract shall be replaced by the Contract Data section contained within this document.

Conditions of Contract

The Core Clauses and Main Option Clauses contained in the Form of Contract referred to above shall be amended as detailed below:

Amendments to the Core Clauses

None

Appendix A

Works Information



Appendix B

Site Information



Appendix C

Specifications and Drawings – Troup, Bywater + Anders



Appendix D

Specifications and Drawings – AKS Ward



Appendix E

Draft Activity Schedule (to be adjusted accordingly by the Tenderer)



Appendix F

Indicative Construction Programme



Appendix G

Pre-Construction Information





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