

Invitation to Tender (ITT)

For: Fish Passage Improvement

Date: 21 June 2019

WATER FOR GROWTH

**1 Overview of the Westcountry Rivers Trust (the “Customer Organisation”)**

1.1 The **Westcountry Rivers Trust** (WRT) is an environmental charity (Charity No. 1135007, Company No. 06545646) established in 1995 to secure the preservation, protection, development and improvement of the rivers, streams, watercourses and water impoundments in the Westcountry and to advance the education of the public in the management of water.

2 Introduction and Background to the Project / Programme.

2.1 Through the Water for Growth Project the Westcountry Rivers Trust will seek to improve stocks of migratory fish such as salmon and sea trout in the rivers Camel and Fowey.

Funded by the European Union Structural Development Fund and in partnership with the Environment Agency, Natural England, South West Water, we will look to improve upstream and downstream fish passage with the aim to increase numbers of juvenile salmon and sea trout.

The project is about improving Cornwall's 'natural capital' (the rivers and their associated plants and animals) and in return encourage and facilitate a responsible and sustainable exploitation of this natural capital in the form of angling.

WRT are under an obligation to ensure compliance with EU principles of transparency, equality and non-discrimination, as such WRT is conducting a formal open tender process in which all bidders will be treated equally, with no discrimination and through a transparent process.

Please note, consents are not yet in place for the works although applications for Planning and Land Drainage consents have been submitted to the relevant statutory authorities. As such, at this stage, we cannot guarantee that the works will go ahead.

As part of this Tender process a number of documents have been made available to prospective bidders comprising:

- Project Information
- This Invitation to Tender (ITT)
- Glynn Weir photo record
- Construction Drawings (Westcountry Rivers Trust 01, 04, 05A and 06 and Fishtek Consulting 0100-02458-P01 to 0106-02458-P01)
- Designer Risk Assessment
- Construction Method Statement
- NEC3 Engineering and Construction Short Contract
- WRT Biosecurity Policy

They can be located on the Contracts Finder website, www.contractsfinder.service.gov.uk/Search and search 'Glynn Weir' and the WRT website at: wrt.org.uk/about-us/contractor-opportunities/.

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2.2 The purpose and scope of this ITT and supporting documents is to explain in further detail the requirements of the Customer Organisation and the procurement process for submitting a tender proposal.

3. Tender Conditions and Contractual Requirements

This section of the ITT sets out the Customer Organisation's contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process ("Procurement Process").

3.1 Contracting requirements

3.1.1 The contracting authority is the Customer Organisation, which includes any subsidiary companies and other organisations that control or are controlled by the Customer Organisation from time to time.

3.1.2 The appointed supplier will be expected to provide services as detailed in this ITT package that relate to the proposed fish passage improvements at Glynn Weir on the Cardinham Water near Bodmin.

3.1.3 The Customer Organisation's contracting and commercial approach in respect of the required services is set out at Annex 1 (Terms and Conditions of contract) ("Contract"). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

3.1.4 The Contract awarded will be subject to the Terms and Conditions of the attached NEC3 Engineering and Construction Short Contract.

3.1.5 In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the provisions of this ITT by the Clarification Deadline (as defined below in the Timescales section of this ITT). Following such clarification requests, the Customer Organisation may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response and will be advertised on the Procurement webpage.

3.1.6 The Customer Organisation is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline, but before the Tender Response Deadline (as defined below in the Timescales section of this ITT). Any proposed amendments that are received from a potential supplier as part of its tender response shall entitle the Customer Organisation to reject that tender response and to disqualify that potential supplier from this Procurement Process.

3.2 General Policy Requirements

3.2.1 By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable Customer Organisation policies relevant to the goods and/or services being supplied.

3.3 General tender conditions ("Tender Conditions")

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3.3.1 Application of these Tender Conditions – In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Annexes. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

3.3.2 Third party verifications – Your tender response is submitted on the basis that you consent to the Customer Organisation carrying out all necessary actions to verify the information that you have provided, and the analysis of your tender response being undertaken by one or more third parties commissioned by the Customer Organisation for such purposes.

3.3.3 Information provided to potential suppliers – Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue, but the Customer Organisation will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Customer Organisation.

3.3.4 Potential suppliers to make their own enquires – You are responsible for analysing and reviewing all information provided to you as part of this Procurement Process and for forming your own opinions and seeking advice as you consider appropriate. You should notify the Customer Organisation promptly of any perceived ambiguity, inconsistency or omission in this ITT and/or any in the associated documents and/or in any information provided to you as part of this Procurement Process.

3.3.5 Compliance of tender response submission – Any services offered should be on the basis of and strictly in accordance with the ITT (including, without limitation, any specification of the Customer Organisation's requirements, these Tender Conditions and the Contract) and all other documents and any clarifications or updates issued by the Customer Organisation as part of this Procurement Process.

3.3.6 Format of tender response submission – Tender responses must comprise the relevant documents specified by the Customer Organisation completed in all areas and in the format as detailed by the Customer Organisation in Annex 2 (Supplier Response). Any documents requested by the Customer Organisation must be completed in full. It is, therefore, important that you read the ITT carefully before completing and submitting your tender response.

3.3.7 Modifications to tender response documents once submitted – Once you have submitted your tender response you cannot in anyway modify your tender response.

3.3.8 Rejection of tender responses or other documents – A tender response or any other document requested by the Customer Organisation may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format, or specification, of the tender documentation provided;
- contains hand written amendments which have not been initialled by the authorised signatory;
- does not reflect and confirm full and unconditional compliance with all of the documents issued by the Customer Organisation forming part of the ITT;

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- contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Customer Organisation in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is received after the Tender Response Deadline;

3.3.9 Disqualification – If you breach these Tender Conditions, if there are any errors, omissions or material adverse changes relating to any information supplied by you at any stage in this Procurement Process, if any other circumstances set out in this ITT, and/or in any supporting documents, entitling the Customer Organisation to reject a tender response apply and/or if you or your appointed advisers attempt:

- to inappropriately influence this Procurement Process;
- to fix or set the price for goods or services;
- to enter into an arrangement with any other party that such party shall refrain from submitting a tender response;
- to enter into any arrangement with any other party (other than another party that forms part of your consortium bid or is your proposed sub-contractor) as to the prices submitted;
- to collude in any other way;
- to engage in direct or indirect bribery or canvassing by you or your appointed advisers in relation to this Procurement Process; or
- to obtain information from any of the employees, agents or advisors of the Customer Organisation concerning this Procurement Process (other than as set out in these Tender Conditions) or from another potential supplier or another tender response, the Customer Organisation shall be entitled to reject your tender response in full and to disqualify you from this Procurement Process. Subject to the “Liability” Tender Condition below, by participating in this Procurement Process you accept that the Customer Organisation shall have no liability to a disqualified potential supplier in these circumstances.

3.3.10 Tender costs – You are responsible for obtaining all information necessary for preparation of your tender response and for all costs and expenses incurred in preparation of the tender response. Subject to the “Liability” Tender Condition below, you accept by your participation in this procurement, including without limitation the submission of a tender response, that you will not be entitled to claim from the Customer Organisation any costs, expenses or liabilities that you may incur in tendering for this procurement irrespective of whether or not your tender response is successful.

3.3.11 Rights to cancel or vary this Procurement Process - By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, the Customer Organisation is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that the remainder of this Procurement Process will take place in accordance with the provisions of this ITT, but the Customer Organisation reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to

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all potential supplier in writing. Subject to the “Liability” Tender Condition below, the Customer Organisation will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

3.3.12 Consortium Members and sub-contractors – It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

3.3.13 Liability – Nothing in these Tender Conditions is intended to exclude or limit the liability of the Customer Organisation in relation to fraud or in other circumstances where the Customer Organisation’s liability may not be limited under any applicable law.

4. Confidentiality and Information Governance

4.1 All information supplied to you by the Customer Organisation, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

4.2 You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.

4.3 This ITT and its accompanying documents shall remain the property of the Customer Organisation and must be returned on demand.

4.4 The Customer Organisation reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Customer Organisation further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.

4.5 The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to the Customer Organisation (together the “Disclosure Obligations”).

4.6 You should be aware of the Customer Organisation’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Customer Organisation. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Customer

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Organisation under the Disclosure Obligations, unless the Customer Organisation decides that one of the statutory exemptions under the FOIA or the EIR applies.

4.7 If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided at Part 2 of Annex 2 (Supplier Response), you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

4.8 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that the Customer Organisation should not and will not be bound by any such markings.

4.9 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Customer Organisation accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Customer Organisation, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to the Customer Organisation on the basis that it may be disclosed under the Disclosure Obligations if the Customer Organisation considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.

4.10 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with the Customer Organisation’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on the Customer Organisation’s behalf in accordance with the relevant provisions of all relevant data protection laws and to ensure all consents required under such laws are obtained.

5. Tender Validity

5.1 Your tender response must remain open for acceptance by the Customer Organisation for a period of 60 days from the Tender Response Deadline. A tender response not valid for this period may be rejected by the Customer Organisation.

6. Payment and Invoicing

6.1 The Customer Organisation will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Customer Organisation must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Customer Organisation include:

- A description of the services supplied is included.

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- The Customer Organisation's reference number/Purchase Order/Price list reference is included.
- It must be addressed to Sarah Howe at Westcountry Rivers Trust, Rain-Charms House, Kyl Cober Parc, Stoke Climsland, Callington, Cornwall, PL17 8PH. sarah@wrt.org.uk

7. Specification

7.1 The Project Information, ITT and NEC3 Engineering and Construction Short Contract set out the requirements for the Water for Growth Glynn Weir Fish Passage Improvement. This document and all documents associated with the ITT are available from wrt.org.uk/about-us/contractor-opportunities/ and wrt.org.uk/about-us/contractor-opportunities/.

8. Mandatory Requirements / Constraints

8.1 As part of your tender response, you must confirm that you meet the mandatory requirements/constraints, if any, as set out in the Customer Organisation's ITT package. A failure to comply with one or more mandatory requirements or constraints shall entitle the Customer Organisation to reject a tender response in full.

9. Key background documents and further information

Title
Project Information
Invitation to Tender (ITT)
Glynn Weir photo record
Construction Drawings (Westcountry Rivers Trust and Fishtek Consulting)
Designer Risk Assessment
Construction Method Statement
NEC3 Engineering and Construction Short Contract
WRT Biosecurity Policy

10. Timescales

10.1 Subject to any changes notified to potential suppliers by the Customer Organisation in accordance with the Tender Conditions, the following timescales shall apply to this Procurement Process:

Activity	Date/Time
Issue of Contract Notice/ITT documents available	21 June 2019
Clarification Deadline (deadline for clarification questions)	4 July 2019
Tender Response Deadline (deadline for submission of ITT responses by potential suppliers)	15 July 2019/ 5pm
Tender Returns Assessed	16 July 2019
Tender Returns Customer Queries Issued	17 July 2019
Tender Returns Queries Deadline	23 July 2019
Award decision standstill letters issued	25 July 2019
Contract concluded with winning supplier	5 August 2019
Contract commencement	6 August 2019
Glynn Weir Fish Passage Improvement Complete	30 September 2019

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11 Instructions for Responding

11.1 The documents that must be submitted to form your tender response are listed in Annex 2 (Supplier Response) to this ITT. All documents required as part of your tender response should be submitted by email to W4Gfishpassage@wrt.org.uk, with a subject line of Fish Passage Improvement – Glynn Weir, by the Tender Response Deadline, as set out in the Timescales section of this ITT.

11.2 The following requirements should be complied with when submitting your response to this ITT:

- Please complete the Consultant's Offer section of the NEC3 Contract as fully as possible.
- Please ensure that you send your submission in good time to prevent issues with technology – late tender responses will be rejected by the Customer Organisation.
- Please ensure that information provided as part of its response is of sufficient quality and detail that an informed assessment of it can be made by the Customer Organisation.
- Do not submit any additional supporting documentation with your ITT response except where specifically requested to do so as part of this ITT. PDF, JPG, PPT, Word and Excel formats can be used for any additional supporting documentation (other formats should not be used without the prior written approval of the Customer Organisation).
- All attachments/supporting documentation should be provided with your main tender response and clearly labelled to make it clear as to which part of your tender response it relates.
- If you submit a generic policy / document you must indicate the page and paragraph reference that is relevant to a particular part of your tender response.
- Unless otherwise stated as part of this ITT or its Annexes, all tender responses should be in the format of the relevant Customer Organisation requirement with your response to that requirement inserted underneath.
- Where supporting evidence is requested as 'or equivalent' – you must demonstrate such equivalence as part of your tender response.
- Any deliberate alteration of a Customer Organisation requirement as part of your tender response will invalidate your tender response to that requirement and for evaluation purposes you shall be deemed not to have responded to that particular requirement.
- Responses should be concise, unambiguous, and should directly address the requirement stated.
- Your tender responses to the tender requirements and pricing will be incorporated into the Contract, as appropriate.

12 Clarification Requests

12.1 All clarification requests should be submitted via W4Gfishpassage@wrt.org.uk prior to the Clarification Deadline, as set out in the Timescales section of this ITT. The Customer Organisation is under no obligation to respond to clarification requests received after the Clarification Deadline.

12.2 Any clarification requests should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually.

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12.3 The Customer Organisation reserves the right to issue any clarification request made by you, and the response, to all potential suppliers unless you expressly require it to be kept confidential at the time the request is made. If the Customer Organisation considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the clarification query prior to the Customer Organisation responding to all potential suppliers.

12.4 The Customer Organisation shall provide an aggregated Tender Clarification Response on the tender webpage shortly after the Tender Clarification Customer Response Deadline.

12.5 The Customer Organisation may, following initial assessment of tenders request further information from potential suppliers to verify or clarify any aspects of their tender response or other information they may have provided. The deadline for responding to requests above. Should you not provide supplementary information or clarifications to the Customer Organisation by any deadline notified to you, your tender response may be rejected in full and you may be disqualified from this Procurement Process.

13 Evaluation Criteria

13.1 You will have your tender response evaluated as set out below.

Stage 1: Tender responses will be checked to ensure that they have been completed correctly and all necessary information has been provided. Tenders responses correctly completed with all relevant information being provided will proceed to Selection Criteria as set out below. Any tender responses not correctly completed in accordance with the requirements of this ITT and/or containing omissions may be rejected at this point. Where a tender response is rejected at this point it will automatically be disqualified and will not be further evaluated.

13.2 When a bidder succeeds in passing Stage 1, their proposal will be assessed by the Evaluation Panel in accordance with the evaluation methodology set out below. The total score is out of a maximum 100 points based on 40% for Price and 60% for Quality.

Price (40%)

This is calculated as follows –

$$\text{Lowest tender price received} / \text{Tender price received} \times 40 \text{ (weighting)} = \text{score}$$

Quality (60%)

This element is subdivided into –

Ability to meet requirements (25%)

Delivery/Timescales (25%)

Staffing arrangements/Training (10%)

The scores are assessed against the criteria as set out below and scored as follows –

$$\text{Ability to meet requirements} = 100/50 \times \text{points scored} / 25 \text{ (weighting)} = \text{score}$$

$$\text{Delivery/Timescales} = 100/50 \times \text{points scored} / 25 \text{ (weighting)} = \text{score}$$

$$\text{Staffing arrangements/Training} = 100/50 \times \text{points scored} / 10 \text{ (weighting)} = \text{score}$$

The Final Score is the sum of the Price score and Quality score.

Scoring Matrix for Technical and Quality Criteria		
Score	Judgement	Interpretation
50	Excellent	Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services/supplies/works. Full evidence provided where required to support the response.
40	Good	Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services/supplies/works. Majority evidence provided to support the response.
30	Acceptable	Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services/supplies/works, with some evidence to support the response.
20	Minor Reservations	Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services/supplies/works, with little or no evidence to support the response.
10	Serious Reservations	Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services/supplies/works,
0	Unacceptable	Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the services/supplies/works,

13.4 Commercial Evaluation – Prices must not be subject to any pricing assumptions, qualifications or indexation not provided for explicitly by the Customer Organisation as part of the pricing approach. In the event that any prices are expressed as being subject to any pricing assumptions, qualifications or indexation not provided for by the Customer Organisation as part of the pricing approach, the Customer Organisation may reject the full tender response at this point. The Customer Organisation may also reject any tender response where the Overall Price for the services is considered by the Customer Organisation to be abnormally low following the relevant processes set out under the EU procurement rules, or above the Customers contract budget.

13.5 Moderation and application of award criteria weightings – The evaluation panel appointed for this procurement will meet to agree and moderate scores for each award criteria. Final scores will be obtained by applying the relevant weighting factors set out as part of the award.

13.6 The winning tender response – The winning tender response shall be the tender response that represents the Most Economically Advantageous tender (MEAT) based on the above valuation.

Annexes

Annex 1 - Terms and Conditions of Contract

The form of contract to be used will be the NEC3 Engineering and Construction Short Contract.

Annex 2 – Supplier Response

The tender response should be submitted by email to W4Gfishpassage@wrt.org.uk, with a subject line of Fish Passage Improvement – Glynn Weir, by the Tender Response Deadline, as set out in the Timescales section of this ITT.

The response should be made up of the following documentation:

Method Statement detailing how you intend on undertaking the work

Completed NEC3 Engineering and Construction Short Contract

Capability statement outlining the skills and experience you intend to utilise to undertake the proposed works including examples of relevant experience

A brief proposal with outline programme detailing your preferred methodology for delivery in the allotted timeframe

Evidence of personnel competence & qualification

Environmental and Sustainability Policies

All Documents and correspondence relating to this Procurement Process must be written in English including without limitation any documents submitted as part of a tender response.

All prices provided in the Tender Return must be in Pounds Sterling and clearly indicate where inclusive or exclusive of VAT.