

**DEFENCE INFRASTRUCTURE ORGANISATION (NEPAL)**

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| **BOOKLET 1**  **ITT No: DIO(N)/CON/23/001**  **NOTICES AND INSTRUCTIONS**  **FIRM PRICE CONTRACT FOR THE**  **DIO OFFICE FACILITY PROJECT**  **AT**  **BRITISH GURKHAS KATHMANDU** |

**MINISTRY OF DEFENCE**

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| **Director** |  | **Invitation to Tender No.**  **ITT/DIO(N)/CON/23/001**  Due for Return on **29 June 2023**  By **1000 hours Local** |

**FIRM PRICE CONTRACT FOR THE**

**DIO OFFICE FACILITY PROJECT**

**AT**

**BRITISH GURKHAS KATHMANDU**

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

1. **NOTICE TO TENDERS**
   1. Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in the accompanying documents. The issue of an Invitation to Tender (ITT) is not to be construed as a commitment by the Authority to place an order as a result of the tendering exercise or at any later stage. Any expenditure, work or effort undertaken prior to contract award is accordingly a matter solely for the commercial judgement of the tenderer. MOD also reserves the right to undertake an iterative tendering process following receipt of the tender responses. **Any clarification required in connection with this Invitation to Tender (ITT) will be received solely through the Defence Sourcing Portal.**
2. **INVITATION TO TENDER**

The Secretary of State for Defence ('the Authority') invites you to tender, upon the basis of Booklet 2 - Conditions of Contract, for the DIO Office Facility Projecton a Fixed Price basis as described in the following documents:

* + 1. Booklet 1: Invitation to Tender, Notices and Instructions.
    2. Booklet 2: Conditions of Contract.
    3. Booklet 3: Specification.
    4. Booklet 4: Design Drawings
    5. Booklet 5: Pricing Document.
  1. You have been sent only one copy of the Tender Documents. The Authority **will not** provide additional copies.

1. **SUBMISSION OF TENDERS**
   1. Your Tender must be submitted electronically via the Defence Sourcing Portal (DSP) no later than the date and time stated above. The Authority reserves the right to reject any Tender received after the stated date and time. Any request for an extension of the period for tendering must be submitted on the DSP at least five (5) Business Days before the Tender return date. Any extension will be at the sole discretion of the Authority and if granted will be granted to all Tenderers. All correspondence connected with your Tender which required attention before the Tender return date, or communications stating that no Tender will be submitted, must be submitted on the DSP. This procedure is designed to preserve equity between Tenderers by ensuring that no premature disclosure of Tender details can take place.
   2. Tenderers Proposals are to be submitted in two parts as follows:
      1. **Part A**. Part A is to comprise your Commercial Proposal, which should include full details of the items requested in this Booklet at paragraph 4. These documents are to be returned, by the time and date shown above, via the DSP.
      2. **Part B**. Part B is to comprise your Technical Proposal, which should include full details of the items requested in this Booklet at Paragraph 5. These documents are to be returned, by the time and date shown above, via the DSP.
   3. It is essential that you submit your Tender in the correct manner by adhering to the requirements of paragraph 3.2. **Part B must not contain any pricing information whatsoever**.
   4. **Adherence to the Tender Procedure.** The Tenderer should comply fully with these Notices and Instructions as **any non-compliance** with them during the tender process **may result in withdrawal of the Invitation to Tender**. The decision of the Authority in this matter is final.
   5. The Authority cannot undertake to give consideration to any tender submission submitted otherwise, including telephone, email, telex, facsimile or those not received in time.
   6. **Alternative Conditions.** Tenders are to comply with the notices and instructions set out in this form and the conditions of the accompanying ITT documents. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.
   7. **Communication During the Tender Period/Tender Queries**
      1. During the Tender Period, contractual and technical queries must be referred in writing through the DSP – **not less than 10 calendar** days before the Tender Return Date.
      2. No useful purpose is served by enquiring as to the result of this exercise – Tenderers will be notified of the Authority’s decision as early as possible.
      3. Any request for an extension of the period for tendering must be received via the Defence Sourcing Portal at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.
   8. **Language.** Tenders and all related correspondence must be in English. Similarly, all Contract related correspondence, including designs, drawings, management information, invoices etc. must be submitted in English.
   9. **Law.** Any contract resulting from this tender shall be deemed to be subject to English Law.
   10. **Changes in Circumstances.** Tenderers must inform the Authority of any changes in circumstances regarding information provided as part of the PQQ submission for this contract.
2. **COMMERCIAL PROPOSAL**
   1. The commercial proposal will include as a minimum the following subjects in the order set out below.
      1. **Compliance Statement.** Tenderers shall state that their offer is made in accordance with the requirements of the ITT and that they will comply in all respects with the Conditions of Contract – Booklet 2. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone. Tenderers may, however, draw attention in their offer to any existing understanding or interpretation with the Authority regarding Conditions of Contract that they would want to apply to their tender. Similarly, the Authority reserves the right to reject offers in respect of which unsolicited amendments are submitted after the tender return date. Tenderers should, therefore, not seek to amend their proposals after the tender return date other than minor corrections of an editorial nature. This includes the signed Tender Certificate.
      2. **Payment of Sub-Contractors.**
         1. Tenderers shall supply a statement detailing the process they would employ to ensure that sub-contractors are paid in accordance with Paragraph 4.1.2.2. below and demonstrate that they are currently complying with this condition in all other contracts they currently hold with the Authority.
         2. The Contractor shall pay his sub-contractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor’s or supplier’s claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.
      3. **Insurance.** Tenderers shall provide full details of all insurance cover proposed, with details of individual policy costs along with details of any exclusion of such policies.
         1. The insurances required for this contract, as detailed in Booklet 2, Section 37, are:
            1. Employers’ Liability.
            2. Contractor “All Risk”.
            3. Public Liability.
            4. Any other insurances required by law.
         2. Tenderers are to provide one of the following for each insurance type:
            1. An insurance certificate demonstrating that they already hold valid insurance at the required level from a reputable insurance company, or
            2. A quotation from a reputable insurance company for a policy that will be procured at contract award.
         3. Tenderers are to advise the Authority if they are unable to obtain any of the required insurances and the reasons why.
         4. Tenderers are advised that their firm price is to be inclusive of insurance costs.
      4. **Variant Tenders.** **(NOT USED)**
      5. **Price.**
         1. The Pricing Document (Booklet 5) is to include for all the requirements of the Contract Documents; therefore, the Contractor should allow for everything to implement and execute this Contract. In addition, Tenderer’s shall provide details of overhead and profit incorporated within their price (as a percentage figure).
         2. The Tenderer **must** insert a price for **each** line item shown in the Pricing Schedules Section of the Pricing Document. Failure to price each item on a particular schedule may result in the Tender being rejected.
         3. Tenderers shall provide a detailed and priced Bill of Quantities and relevant Schedule of Rates for plant, materials and consumables to be utilised in the Contract. Tenderers should be aware that they are required to supply **a full and detailed Bill of Quantities**, which confirms the Firm prices provided.
         4. The Tenderer is to provide firm prices in accordance with the Pricing Document, Booklet 5. The expression “**Firm Price**” shall be taken to mean an agreed price, stated in **Nepalese Rupee** (NRP) and be exclusive of VAT, which is not subject to variation.
         5. All prices and rates must be stated in **Nepalese Rupee** (NRP) and be exclusive of Local Taxes.
         6. **(NOT USED)**
         7. The Pricing Document (Booklet 5) is to be duly completed andis toinclude the **signed** Form of Tender / Tender Certificate. The Form of Tender is to be submitted with the **Commercial Proposal (Part A) only**.
         8. To facilitate the comparison of tenders, the prices quoted for the services must be stated in strict accordance with the definition of price included in the Conditions of Contract. During the evaluation of tenders, the Authority will assess any proposed Milestone Payment Schedule to ensure that no pre-funding of work is envisaged.
         9. The Authority will only pay on completion of pre-determined Milestones during the performance of the Contract. Milestones must be objectively ascertainable events that can be readily defined and assessed by the Project Manager at the appropriate time as having been completed.
         10. Tenderers should provide details of their proposed Milestone Payment Schedule. The Milestone Payment Schedule **MUST** be completed in the format detailed in Booklet 5. Furthermore, each milestone must have a minimum value of **3,000,000** **NRP** (**Nepalese Rupee**) and the total quantity of Milestones shall not exceed 12 in number, without the prior agreement of the Authority.
         11. Tenderers should note that the Authority shall not accept any liability whatsoever for any payments properly paid in accordance with the Contract agreement.
         12. The Authority will not make any advance payments under the Contract.
         13. Tenderers shall provide a clear statement of their understanding and acceptance of the Authority’s Retention process as detailed in Booklet 2, Clause 78.3.
         14. **NOT USED**
      6. **Risk Register.** The Tenderer shall submit a proposed risk register in accordance with Section 25. A **priced** version should be submitted with the Commercial Proposal (Part A) and be included within Booklet 5 (Pricing Document) and an **unpriced** version should be submitted within the Technical Proposal (Part B).
      7. **Deeds of Indemnity/Guarantee.** Provide a statement quoting willingness to provide a Bank or Parent Company guarantee, should the Authority request one.
      8. **Tender Period.** Provide confirmation that the Tenderers offer will remain open for a period of **90 days** from the due date.
      9. **Language.** Provide confirmation that all related Contract documentation will be provided in English.
      10. **Maintenance / Defects Liability Period.** The Tenderer shall provide a clear statement demonstrating their understanding and acceptance of the **12 months Maintenance / Defects Liability Period** from the date of handover to the Client.
      11. **Security.** The Tenderer shall provide a clear statement that they understand and accept the security implications in relation to the Contract.
      12. **Receipt of Payments.** Tenderers shall provide full details in their tender submission of the person(s) authorised to receive payments from the Authority on behalf of the Contractor for work done under the Contract.
      13. **Fraud Prevention and Ethical Business.** Provide a Fraud Prevention Statement and details of proposals to mitigate fraud, in accordance with the requirements outlined at Section 8.
      14. **Confidentiality.** The Tenderer shall provide a clear statement that they understand and accept the tender instructions on confidentiality of tenders.
      15. **Law.** Provide a statement acknowledging that this contract will be let under English Law.
      16. **Milestone Payment Schedule.**
          1. The Tenderer shall submit a proposed Milestone Payment Schedule with the respective values against each defined Milestone within the Programme. During the evaluation of tenders, the Authority will assess the proposed Milestone Payment Schedule against the Programme and Pricing Document and the tender price for correctness.
          2. It is the Authority’s policy to pay only on completion of predetermined Milestones during the performance of the Contractor’s Contract. The Tenderer’s attention is drawn to Booklet 2, Paragraph 78 (Payment) of the Contractor’s Conditions of Contract. Milestones must be objectively ascertainable events that can be readily defined and assessed by the PM at the appropriate time as having been completed.
          3. Where the Works are not to be divided into Sections, the Tenderer shall ensure that there is a separate Works Milestones for the monitoring of Completion of all Works, including Snags.
          4. Where the Works are to be divided into Sections, the Tenderer shall ensure that there are separate Milestones shown for the completion of each Section including Snags, including the issue of a Milestone Period Completion Certificate in respect of the relevant Section.
      17. **Change Control Process/ Variation.** Tenderer shall provide a statement confirming their understanding and acceptance of the Authority’s Change Control / Variation process.
      18. **Changes in Circumstances.** The Tenderer shall provide details of any changes in circumstances regarding information provided in the PQQ for this contract. If there have been no changes the Tenderer is to provide a statement confirming that there have been no changes in circumstances.
      19. **Montreal Protocol Compliance.** The Tenderer shall provide a list of materials / items / substances that are to be used in completion of the Works that contravene the Montreal Protocol. The Montreal Protocol substances are detailed in Booklet 1, Annex D and [**link**](http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1409048286371&uri=CELEX:32014R0517), the Tenderer’s list is to include quantities and details of where any of these substances are to be incorporated; **or a nil return submitted**.
      20. **Freedom of Information and Transparency.** The Tenderers shall complete the Freedom of Information and Transparency form at Annex C.
3. **TECHNICAL PROPOSAL** 
   1. **The Tenderer’s technical proposal must not include any commercial information but must cover the subjects detailed below**:
      1. **Executive Summary.** The tenderer must score a **minimum of 6** in each element in this section.
         1. The Tenderer shall demonstrate an overall understanding of the following:
            1. The Project Requirement/Scope of Work.
            2. The Contract deliverables.
            3. The Authority priorities, including Contract completion date.
            4. The Tenderer’s liabilities/obligations.
            5. The Authority’s requirement to carry out concurrent activity throughout the whole Contract.
         2. The Tenderer shall detail:
            1. Specific areas of concern.
            2. Perceived constraints.
            3. Risks to the project delivery by providing a Risk Register sufficiently detailed to demonstrate an understanding of the key project risks and the proposed mitigation measures.
            4. Areas of potential delay.
         3. The Tenderer shall include an outline of their procurement strategy within the Executive Summary. A detailed procurement strategy should be submitted as detailed at Paragraph 5.1.5.
         4. The Tenderer shall provide a pen picture of their Company, with particular regard to previous experience in the type of work detailed in the Specification. The information given should relate to the Company itself and not the Trading Division, Group or Holding Company of which the Company is a part. However, details of the Company's relationships within the overall organisation, of which it is a part, should also be made clear. The Tenderer shall include details of similar work carried out for the Authority and any work carried out in a similar Operational/Security environment.
         5. The Tenderer shall include a statement confirming their understanding and agreement that they will provide all the necessary resources required to meet the timely and satisfactory completion of the Contract, taking full account of the security requirements, in particular the obtaining of acceptable forms of identification for site access of all its resources – all within the agreed Contract price and at no additional cost to the Authority.
      2. **Satisfying the User Requirement.** The tenderer must score a **minimum of 6** in this section. The Tenderer shall demonstrate that the requirements of the user have been met, for example:
         1. Functionality and robustness of the delivery plan.
         2. Workflows for the project elements.
         3. Environmental conditions.
      3. **Satisfying the Technical Requirement.** The tenderer must score a **minimum of 6** in each element in this section.
         1. The Tenderer shall list any concerns regarding the complexity or completeness of the brief.
         2. The Tenderer shall provide additional proposals to aid with the construction phase as well as demonstrating that they understand the technical requirement and how they intend to meet the design and Contract deliverables. The following information is to be included:
            1. Developed project delivery proposals.
            2. Provide additional construction phase drawings such as erection drawings (complete), workshop drawings of all fabricated roof works, facing brick wall construction drawing, bar bending schedule with sketches, suspended (false) ceiling layout etc.
            3. Produce the site layout drawing detailing how site office, welfare facilities, stores, traffic movements, waste materials and any other pertinent area will be situated on site.
            4. Provide evidence showing that the Contractor has conducted a thorough site survey detailing full appreciation and understanding of the site required works and constraints.
         3. The Tenderer shall show how they intend to complete the project in accordance with the given British Standards, design publications, technical guides, Authority publications etc used in the development of the proposal.
         4. Provide a Construction Phase Plan as a Principal Constructor and list all construction phase assumptions.
         5. Details of the procedures for handling design changes shall be submitted, if appropriate, shall be proven.
      4. **Methods of Work.** The Tenderer shall outline his construction methodology/process and provide detailed methods of work for all major elements of the project. The tenderer must score a **minimum of 6** in this section.
      5. **Procurement Strategy.** The tenderer must score a **minimum of 6** in this section.
         1. The Tenderer shall provide a detailed procurement strategy expanding on the Executive Summary, covering the following:
            1. Elements to be self-performed.
            2. Elements to be sub-contracted and use of consultants.
            3. Logistics supply chain for the major materiel groups.
            4. Proposed method of movement to site.
            5. Sources of the major elements and methods of transportation.
            6. Key drivers, constraints and risks associated with the procurement strategy.
            7. Proposals to mitigate the foreseen risks.
            8. Potential requests for Authority assistance.
            9. Detail Milestone Payments.
      6. **Programme.** The tenderer must score a **minimum of 6** in this section.
         1. The Tenderer shall produce and submit a programme in **MS Project 2007 format (or similar)** that is cognisant of the Authority’s requirement to complete the works approximately **12 Months** from the award of contract. The Tenderers programme shall:
            1. Provide sufficient detail of Work Breakdown Structures and Activities to ensure a comprehensive assessment of the programme can be made.
            2. Define the critical path.
            3. Allow for mobilisation, holidays, likely weather conditions etc.
            4. Make use of concurrent activity across all Contract phases; design, procure and construct.
            5. Allow for the delivery of materiel and highlight those long lead items that could affect the critical path.
            6. Allow for the levelling of equipment and personnel.
            7. Allow for all testing and commissioning.
            8. Allow for Handover, Pre-Board of Officers, snagging, Board of Officers and H&S File.
         2. The Tenderer shall submit a statement confirming that all Project priorities and milestones (if stated in the ITT) will be met and are incorporated within the overall Project programme.
         3. The Tenderer shall submit a statement agreeing that on a monthly basis the Contractor will discuss and agree with the Authority the revised programme to include any agreed extensions of time as required. In addition, The Contractor should be prepared to provide an update to the PM at any time as reasonably requested.
      7. **Resources.** The tenderer must score a **minimum of 6** in each element in this section.
         1. The Tenderer shall identify the resources to be employed in the completion of the works and specifically:
            1. Include a Bill of Quantities - **Unpriced in the Technical Proposal (Part B). A priced copy must be included in the Commercial Proposal (Part A)** detailed sufficiently to allow the Authority to assess the materiel quantities.
            2. Demonstrate that the materials for incorporation in the works meet the specified quality, providing evidence in the form of manufacturer’s literature etc.
            3. Highlight all long lead items.
         2. The Tenderer shall identify and list the dedicated resources such as equipment, plant and vehicles that will be made available for the Contract, in order to complete the task, detailing those which are owned, hired, leased etc.
      8. **Durability, Maintainability and Value Engineering.** The tenderer must score a **minimum of 6** in each element in this section.
         1. The Tenderer shall demonstrate any design innovations that will enhance the maintainability of the contracted solution, for example:
            1. Inclusion of low maintenance items.
            2. Surface finish to elements.
            3. Accessibility to items requiring regular O&M tasks.
            4. Durability of internal fixtures/fittings/finishes.
            5. Long term guarantees.
         2. The Tenderer shall demonstrate any factors in the proposal that allow for Value Engineering (ie redundancy, expansion or enhancing) the flexibility of use over and above the requirements detailed within Booklet 3.
      9. **Contractor Personnel.** The tenderer must score a **minimum of 6** in each element in this section.
         1. The Tenderer shall submit details of the overall team structure including an organisational chart.
         2. The Tenderer shall provide details including; contact details, CV, competence and experience of the staff who will be directly involved in the Contract. Details of the following, as a minimum, shall be submitted:
            1. Personnel providing support from their HQ/Head Office Establishment.
            2. Design Staff either HQ or Site Based.
            3. Programme Manager or Regional representative responsible for overall delivery of the Contract(s).
            4. Contracts/Commercial Staff.
            5. Site Surveyor, or person carrying out that function.
            6. Structural Engineers
            7. Welder Fabricator
            8. Sanitary/Water Supply Expert Engineers
            9. Quality Assessors/Quality Control Engineers
            10. Technical trades certificates such as CTEVT. Any certificates provided must be in English
            11. Project Manager responsible for the delivery of the proposed Contract.
            12. Site Agent across the trade disciplines who will be directly responsible for site activities.
            13. Trade site supervisors and their Competences.
         3. The Tenderer shall identify separately an English-speaking Manager who will be directly responsible for the running of the Contract, and who will be the point of contact for dealing with all commercial and contractual matters. Those personnel who will interface directly with the Authority must be English speakers.
         4. The Tenderer shall submit a written statement with supporting details that all professional personnel to be employed in the execution of the Contract have the appropriate expertise, qualifications and experience.
         5. The Tenderer shall provide details of the overall workforce structure by trade and numbers to be employed specifically for the Contract.
      10. **Sub-Contractors and Consultants.** The Tenderer shall provide the following details:
          1. Sub-contractors and consultants they propose to use to carry out the Contract, on the form provided at Enclosure 3.
          2. Detailed timelines for the delivery of the output from the proposed sub-contractors and consultants to be engaged, including “off-site” activity.
          3. Explain the selection criteria stating how the choice of sub-contractors and consultants was made, including evidence that they have the necessary expertise, resources and experience to carry out the proposed work.
      11. **Health, Safety and Environment.** The tenderer must score a **minimum of 6** in each element of this section.
          1. Contractors and their supply chain are required to carry out their activities in accordance with the Health and Safety at Work Act 1974 and relevant subordinate legislation. They are also required to comply with MOD policy and relevant sections in the MOD H&S Handbook (JSP 375). The Tenderer shall submit a statement detailing their understanding of **H&S at Work Act 1974 and MOD H&S Handbook (JSP 375).**
          2. The Tenderer shall submit a statement that he will participate actively in the management of Health and Safety at Work, and Environmental issues in accordance with the Authority’s requirements and Statutory Regulations.
          3. The Tenderer shall submit current copies of the Company’s Health and Safety and Environmental Policy Statements.
          4. The Tenderer shall submit a current copy of the Contractor’s H&S Plan for the location (Unless previously submitted).
          5. The Tenderer shall submit an outline Construction Phase Plan specific to the Contract, which is to include:
             1. Risk assessments for non-generic activities deemed to be high risk. **Risk assessment are to conform to the recognised format found within the MOD/HSE documents or template.**
             2. Outline method statements for the non-generic high-risk activities.
             3. Details of the management structures and responsibilities pertinent to the Contract.
             4. Details of the Tenderer’s site employee responsible for H&S, including proof of a relevant H&S qualification.
             5. Arrangements for issuing H&S directions to employees and sub-contractors.
             6. Arrangements for co-operation and co-ordination between contractors.
             7. Details of Site Safety Rules.
             8. Details of emergency procedures.
             9. Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded, and reported in accordance with Statutory Regulations and Authority reporting procedure.
             10. Details of the monitoring procedures to ensure compliance with the Tenderers policy and procedures.
             11. Details of the Welfare Facilities it is proposed to provide.
          6. The Tenderer shall provide a statement acknowledging that the Contractor will be required to develop the full and detailed Construction Phase Plan prior to mobilisation and keep it updated during the Construction Phase.
          7. The Tenderer shall provide a statement acknowledging that the Contractor will be required to produce the Project H&S File prior to the Project Handover.
          8. **Supply of Information About Substances Referred to in the Montreal Protocol.**
             1. As a signatory to the Montreal Protocol on substances that deplete the ozone layer, Her Majesty's Government is committed to the reduction of the production and consumption of those Substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances listed at the following [**link**](http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1409048286371&uri=CELEX:32014R0517) are contained in the articles which are the subject of this ITT. Accordingly, the Tenderer must provide with their Tender a list specifying the following:

Manual URL access: <http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1409048286371&uri=CELEX:32014R0517>

All substances listed in the EU Montreal list (at the following [**link**](http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1409048286371&uri=CELEX:32014R0517)) – (adopting the nomenclature used therein) to be incorporated into the Works; and

The quantity of each substance listed at the following [**link**](http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1409048286371&uri=CELEX:32014R0517) to be incorporated; and

Where in the Works the substances listed (at the following [**link**](http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1409048286371&uri=CELEX:32014R0517)**)** will be incorporated; or

Confirm that they have a 'Nil Return' in respect of Para 5.1.11.7.1 above.

* + - * 1. Enquiries regarding these substances should be directed, in the first instance, to the Works Contracts Officer via the Defence Sourcing Portal.
    1. **Quality Assurance (QA).** The tenderer must score a **minimum of 6** in this section.
       1. The Tenderer shall submit the following:
          1. Details of any relevant Quality Assurance accreditation current to the Company (ie ISO 9001); or
          2. Details of the Quality Management System (QMS) and Quality Control processes for ensuring quality of the end product is met.
       2. The Tenderer shall submit details of the on-site staff responsible for the implementation, management and control of the proposed QMS and procedures.
       3. The Tenderer shall submit outline details of the testing and Quality Assurance / Quality Control regimes to be adopted during the design, procurement and construction phases of the Contract.
    2. **Communication and Response Times.** The Tenderer shall provide a statement that confirms his understanding and acknowledgement of each of the following:
       1. The preferred method of communication between the Authority and the Contractor will be hard copy correspondence, delivered by hand to the WCO.
       2. The number of days within which the Contractor will respond to Authority requests and for routine letters to reach the Authority shall be; acknowledgement within 1 day, with a detailed response within 5 days or a reasonable explanation as to why this cannot be achieved along with a revised timescale.
       3. The period in hours within which an adequate response (during the normal office hours operated by the Authority i.e. 0800hrs –1700hrs) can be guaranteed to an urgent request for information by the Authority made by telephone or e-mail shall be; acknowledged immediately with a detailed response within 24 hours or a reasonable explanation as to why this cannot be achieved along with a revised timescale.
    3. **Mobilisation.** The tenderer must score a **minimum of 6** in this section. The Tenderer shall submit an outline plan for mobilisation to the location of the site if not already established there. This plan is to include details of the following:
       1. Facilities to be sited.
       2. Approximate real estate required.
       3. Detailed proposals for managing the mobilisation of resources and specialist.
       4. Proposals for mitigating transition problems.
       5. An estimate of time in days for this activity.
    4. **Presentation.** **(NOT USED)**

1. **ALTERATION OF ENTRIES**
   1. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary corrections are to be made by striking through the unwanted entry and inserting the correct one adjacent to it. **All such corrections are to be initialled by the Tenderer**.
2. **EXPENSES/LOSSES**
   1. No tendering expenses or losses will be reimbursed by the MoD. This includes expenses incurred by the Tenderer in attending site visits and meetings in connection with the Tender.
3. **FRAUD AND ETHICAL BEHAVIOUR**
   1. The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. The Tenderer should comply with the requirements detailed in Booklet 2, Condition 8 Corruption Prevention Condition.
4. **CONFIDENTIALITY OF TENDERS**
   1. The Tenderer is to note the following:
      1. You are required to keep your tender confidential and not divulge to anyone, even approximately, what your tender price is or will be, before the decision on Contract award is made known by the Authority. The sole exception to this is information you may have to give to your insurance company, or broker, in order to compile your Tender, but you must stress to them that this information is given in strict confidence.
      2. You must not obtain or try to obtain any information in connection with anyone else’s Tender or proposed tender before the timescales set herein.
      3. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender prices or terms and conditions. You may however, obtain any necessary sub-contractor quotations. Please confirm your understanding of, and compliance with this, in your Tender.
5. **DOCUMENTS**
   1. Any documents issued to Tenderers remain the property of the Authority. **Such information must not be seen by unauthorised persons and must be used only for the purpose of tendering**.These provisions apply equally to drawings etc., the property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderers should be returned to the Authority.
   2. Only the current editions/versions of the Contract Documents named in this ITT shall apply in connection with the Contract.
   3. The Tenderer is not to alter or amend any of the Contract Documents.
   4. Contract Documents not issued to the Tenderer are:
      1. The Standard Fire Precautions for Contractors Engaged on Crown Works (HMSO Publication ISBN 0 11 753094 8 (4/95)), which may be purchased from The Stationery Office Bookshop, London, download free from:

<http://regulations.completepicture.co.uk/pdf/Fire/Standard%20fire%20precautions%20for%20contractors%20engaged%20on%20Crown%20works.%20applicable%20to%20.pdf>

* + 1. And the “HSE Fire Safety in Construction” which can be purchased from HSE or downloaded for free from:

(<http://www.hse.gov.uk/pubns/priced/hsg168.pdf>)

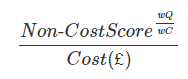
* 1. The Tenderer is to complete and sign the Fire Precautions Compliance form at Annex B to this Booklet.

1. **BIDDERS CONFERENCE AND SITE VISIT**
   1. The Tenderer will be able, during the time allowed for completion and return of Tender, to spend time on Site to familiarise themselves with the Site and to assess the task described in the ITT. For these purposes, the Tenderer can be represented at a Bidder’s Conference, which will include a Site Visit. It is proposed to hold a Bidders Conference and Site Visit, this will be held at Location British Gurkhas Kathmandu camp, at 10:30 hrs (Local time) on 13 June 2023
   2. The Tenderer may send a **maximum of 2** representatives to the Bidder’s Conference and Site Visit and should give at least **2 working** days’ notice of those attending to the Works Contracts Officer.
   3. All representatives are required to come equipped with name badges identifying themselves and their organisation and must wear these badges for the duration of the briefing.
   4. Tenderer’s Representatives **are not** to bring photographic equipment (Cameras or camcorders) mobile telephones or sound recording equipment (tape recorders or Dictaphones) as their use will not be permitted during the Bidder’s Conference and Site Visit.
   5. It should be noted that this event cannot be repeated for any individual Tenderer.
   6. Subsequent visits may be made to the site with prior agreement of the Works Contract Officer. Any requests for such and questions arising from such visits shall be in writing to the Works Contract Officer at the address given in Appendix to Contract Conditions.
2. **INTERVIEWS**
   1. The Authority may wish to interview Tenderers as part of the evaluation process. Tenderers will normally be given a minimum of 48 hours’ notice of any requirement to attend for interview if appropriate. It will be the Tenderer’s responsibility to make any necessary arrangements and to meet all costs related to this interview. The Authority will not be responsible for any arrangements or costs to any extent.
3. **VARIANT TENDERS (NOT USED)**
4. **ACCEPTANCE**
   1. The Secretary of State for Defence does not bind himself to accept the lowest or any tender; and may refuse to consider any Tender which is incomplete or qualified in any way.
   2. **Acceptance of Portion of Tender.** The Authority reserves the right, unless the tenderer expressly stipulates to the contrary in their tender proposal, to accept such portion thereof as the Authority may decide. The Authority is not bound to accept the lowest priced tender.
   3. **Deeds of Indemnity/Guarantees.** The Authority may require a Deed of Indemnity or Guarantee, either from the Parent Company of the Tenderer or from the Tenderer’s Bank or Insurance Company. Tenderers are therefore required to state that a Deed of Indemnity or Guarantee will be provided to the Authority, if so required.
   4. **Pricing Document (Booklet 5).** The Rates and Prices contained in both Booklet 5: Pricing Document, Bill of Quantities and Schedule of Rates will be used to value any changes to the Contract Sum. In the Tender Evaluation process the Authority will review the Bill of Quantities and Schedule of Rates, however liability for any miscalculation of prices and distances lies with the Tenderers.
5. **ACCEPTANCE PERIOD**
   1. Tenders shall remain open for acceptance for a period of **90** days from the Tender Return Date.
6. **DEBRIEFING TENDERERS**
   1. The Tenderer should note that it is the Authority’s policy to debrief unsuccessful Tenderers. The purpose of the debrief is to let an unsuccessful Tenderer know why an offer was rejected. A debrief will only take place after the award of Contract, and when requested by an unsuccessful Tenderer. A debrief will normally be given within one month from the date of request, or from the award of Contract, whichever is later.
7. **NOT USED**
8. **TENDER EVALUATION METHODOLOGY AND INDICATIVE ASSESSMENT CRITERIA**
   1. The purpose of providing Tenderers with the following information is to be as informative as possible on the methodology and factors applied by the Authority in evaluating tenders. Separate and independent assessments will be carried out on the commercial and technical proposals submitted. The overall assessment will take account of the outcome of these independent assessments.
   2. This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **MEAT Criteria:** (Most Economically Advantageous Tender) this is when a bid is evaluated on a qualitative (non - cost and qualitative (cost) basis. | | | | |
| **Mandatory Criteria:** | | | | |
| Minimum Commercial Requirements met | | |  | Pass in all Commercial requirements |
| Minimum Technical Requirements met | | |  | Minimum score of six (6) required against all Technical requirements. |
| Failure to meet the Mandatory Criteria will result in your Tender being non-compliant. | | | | |
| **Technical Criterion Scores:** | | | | |
| Each individual criterion will be evaluated against the following scoring mechanism: | | | | |
| 0 | Not  Answered | No response submitted. | | |
| 40 | Partially  Acceptable | Non-compliant in significant aspects/fails to demonstrate a satisfactory understanding/suspect mitigation proposals. | | |
| 60 | Acceptable | Compliant and demonstrates a good understanding of the requirement. | | |
| 80 | Good | Fully Compliant and demonstrates a substantial understanding of the requirement. | | |
| 100 | Excellent | Fully compliant/demonstrates a comprehensive understanding of the requirement | | |

* 1. **The Tender Evaluation will be on the basis of:** **Weighted Value for Money Index (WVFM Index**). The weighting criteria will be higher for quality (technical factor) than cost (non-technical). To do this a will be applied to the score. This approach divides the total score of the non-cost (technical) criteria by the tender cost and a weighting factor 70/30% quality/cost is applied to the non-cost score. It lets bidders know whether your aim is to maximise the non-cost score or to drive down the cost. It is simple to calculate, transparent and maximises return on investment.
  2. **Weighted Value for Money Index example.**

The overall tender score is calculated as follows:



Where: wQ = weighting of non-cost criteria wC = weighting applied to cost

And: wQ + wC = 100

Assuming that wQ = 70% and wC = 30% gives:

* 1. **Technical Assessment.**  The table below illustrates an example of Technical scores. These scores are the weighted scores in accordance with the weighting percentages detailed in paragraph **18.9.**

|  |  |  |
| --- | --- | --- |
| **Company** | **Technical Score (non-cost) Max 100** | **Weighted non-cost (70/30)** |
| A | 62 | 6270/30 = 15,214.1 |
| B | 84 | 8470/30 = 30,901.9 |
| C | 100 | 10070/30 = 46,415.9 |

* 1. **Commercial Assessment**. The table below shows the results of the commercial assessment carried out in accordance with the commercial proposal as detailed at Paragraph 4.

|  |  |
| --- | --- |
| **Company** | **Commercial Cost (£NPV) k** |
| A | 20k |
| B | 24k |
| C | 29k |

* 1. **Overall Assessment.** The table below illustrates the total scores following the evaluation of the technical and commercial submissions and the WVFM Index.

**Weighted VFM Index example (Technical Score/Price)**:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company** | **Non-cost score** | **Cost (£NPV) k** | **Weighted VFM Index** | **Rank** |
| A | 15,214.1 | 20k | 760.7 | 3 |
| B | 30,901.9 | 24k | 1,287.6 | 2 |
| C | 46,415.9 | 29k | 1,600.5 | 1 |

**Note**: In this worked Example Company C would be awarded the contract.

* 1. **Technical Assessment.** The technical evaluation will take account of the completeness and acceptability of the information submitted in response to the ITT. Emphasis will be placed on ensuring that the Tenderers’ proposals fully comply with the technical requirements set out in the Specification issued at Booklet 3. The Tender must meet the minimum technical standard to be deemed technically compliant.
  2. The technical evaluation will involve comparison of the competence and quality of the proposals against criteria predetermined by the Authority. Scores obtained will be determined independent of other Tenders submitted.
  3. The minimum technical requirement required for the Authority to deem submissions technically compliant is a score of at least a six (6) against all technical requirements. This is established by the Authority and is not subject to deviation following issue of the ITT documentation. The weighting percentage afforded to each of the evaluation criteria is tabulated below:

|  |  |  |
| --- | --- | --- |
| **Evaluation Criteria Section** | **Weighting % of Total Mark** | **Minimum Expected for Compliance** |
| Executive Summary | 2.5 | See paragraph **5.1.1** |
| Satisfying the User Requirement | 10 | See paragraph **5.1.2** |
| Satisfying the Technical Requirement | 32 | See paragraph **5.1.3** |
| Methods of Works | 25 | See paragraph **5.1.4** |
| Procurement Strategy | 3 | See paragraph **5.1.5** |
| Programme | 5 | See paragraph **5.1.6** |
| Resources | 2.5 | See paragraph **5.1.7** |
| Durability, Maintainability and Value Engineering | 1 | See paragraph **5.1.8** |
| Contractor Personnel | 1 | See paragraph **5.1.9** |
| Sub-Contractors and Consultants | Y/N/n/a | See paragraph **5.1.10** |
| Health, Safety and Environment | 8 | See paragraph **5.1.11** |
| Quality Assurance | 5 | See paragraph **5.1.12** |
| Communication and Response Times | Y/N | See paragraph **5.1.13** |
| Mobilisation | 5 | See paragraph **5.1.14** |
| **Total** | 100 |  |

* 1. **Commercial Assessment.** The commercial evaluation will take account of all information outlined at paragraph 4 including compliance with the Terms and Conditions of Contract included in the ITT, the Tender Price(s) and its breakdown, and compliance with the Notices and Instructions to Tender.
  2. Failure to supply any of the information tabulated below may result in a non-compliant bid. The Authority’s decision in this matter will be final.

|  |  |  |
| --- | --- | --- |
| **Mandatory Information to be Supplied** | **Criteria** | **Minimum Expected for Compliance** |
| Compliance Statement | Yes / No | See paragraph **4.1.1** |
| Payment of Sub-Contractors | See paragraph **4.1.2** |
| Insurance | See paragraph **4.1.3** |
| Price | See paragraph **4.1.5** |
| Risk Register | See paragraph **4.1.6 and Section 25** |
| Deeds of Indemnity/Guarantee | See paragraph **4.1.7** |
| Tender Period | See paragraph **4.1.8** |
| Language | See paragraph **4.1.9** |
| Maintenance / Defect Liability Period | See paragraph **4.1.10** |
| Security | See paragraph **4.1.11** |
| Receipt of Payments | See paragraph **4.1.12** |
| Fraud Prevention and Ethical Business | See paragraph **4.1.13** |
| Confidentiality | See paragraph **4.1.14** |
| Law | See paragraph **4.1.15** |
| Milestone Payment Schedule | See paragraph **4.1.16** |
| Change Control Process / Variation | See paragraph **4.1.17** |
| Changes in Circumstances | See paragraph **4.1.18** |
| Montreal Protocol Compliance | See paragraph **4.1.19** and Annex D |
| Freedom of Information and Transparency | See paragraph **23** and Annex C |
| Fire Precautions Compliance | See Annex B |
| Certificate of Bona Fide Tendering | See Annex E |
| Supplier Statement Relating to Good Standing | See Annex F |
| Acknowledgement of Receipt of ITT Documents | See Enclosure 1 |
| Form of Tender |  | See Enclosure 2 |
| Structure of CV for Key Personnel |  | See Enclosure 3 |
| Schedule of Supply Chain Members |  | See Enclosure 4 |

1. **AWARD DATE OF CONTRACT**
   1. For your guidance the expected award date of this Contract is estimated to be 30 July 2023, although no guarantee of this can be given at this stage.
2. **CONTRACT START DATE**
   1. The Authority assess that start date of 10 Aug 2023.
   2. This is critical to completing the project by the date provided at paragraph 21, although no guarantee of this can be given at this stage. Once the winning tender has been published, there will be a 10-day standstill period prior to mobilization. These dates do not include any mobilisation period.
3. **CONTRACT COMPLETION DATE**
   1. The Authority requires all the work to be completed by 10 Jun 2024.
4. **MOBILISATION PERIOD**
   1. The Contractor will mobilise his resources in accordance with his acceptance proposals, following notification of award of Contract by the Works Contracts Officer or the DIO Commercial Officer.
5. **FREEDOM OF INFORMATION & TRANSPARENCY**
   1. Tenderers are to confirm their understanding of the MOD Policy on Freedom of Information and Transparency as detailed at Annex C.
6. **JOINT STATEMENT ON ACCESS TO SKILLS, TRADE UNIONS AND ADVICE IN GOVERNMENT CONTRACTING**
   1. The Government is committed to improving the quality of services delivered under our contracts and improving the skills of those working on these. This is an ideal shared by the CBI and TUC and the Authority encourages all Tenderers to demonstrate their commitment to improving the skills of their workforce. This can be done by setting up apprenticeships, utilising the Train to Gain initiative or signing up to the Skills Pledge. This is not a condition of working with the Authority now or in the future, nor part of the contract. It is however a commitment on your part to actively encourage and support your staff to gain skills and we are committed to working with you to this end. The Authority very much hopes you will want to show your commitment in this way; we will discuss skills improvement further with the successful Tenderer during the performance of any resultant contract.
      1. Further information about apprenticeships including a full list of available frameworks can be found at: <http://www.apprenticeships.org.uk>
      2. Information about Train to Gain and subsequent government schemes can be found at: <https://www.gov.uk/career-skills-and-training>
      3. Further information on the Skills Pledge is available via the Learning and Skills Council website: <https://www.gov.uk/government/organisations/skills-funding-agency> and <https://www.gov.uk/government/organisations/education-funding-agency>
7. **RISK MANAGEMENT**
   1. Tenderers shall provide details of their management of risk including:
      1. A Risk Register listing all perceived contractor risks that might occur during the design, manufacture and installation phases of the project, and associated time and cost impacts including full details of how the values were reached. A **priced** copy should be included within Booklet 5 (Pricing) submitted as part of the Commercial Proposal (Part A), and an **unpriced** copy should be submitted with the Technical Proposal (Part B).
      2. A statement acknowledging and accepting that the Tenderer is fully responsible for all risks other than the Authority’s accepted risks, irrespective of any deficiencies in the Risk Register submitted with the tender proposal.
      3. Tenderers shall provide an indication of the Principal commercial risks inherent within the Project and where appropriate a costed list of those risks which could, subject to further agreement, be extracted from the Tenderer’s lump sum offer and shared or owned by the Client.
8. **CONFLICTS OF INTEREST** 
   1. Bidders should note that, subject to the terms of this ITT, the Authority reserves the right to disqualify a Bidder where there is an actual or potential conflict of interest, including in relation to any other party identified in response to this ITT, and the Potential Bidder cannot demonstrate its ability to manage that conflict of interest to a fully acceptable standard. Such identified parties may include an associated company or member of any consortium.
   2. Bidders are required to review carefully the prior or current involvement of the Bidder or any other identified party before submission of the completed ITT.
   3. Bidders must report to the Authority whether or not they have identified from this review actual or potential conflicts of interest arising from the Bidder or any other identified party’s participation in the procurement, and if so, provide to the Authority to provide the Authority a proposal as to how it is intended that such conflict will be managed.
   4. If the Authority considers there is a conflict of interest, it is a condition precedent for participation in the procurement for the Bidder to demonstrate to the absolute satisfaction of the Authority that the Bidder or the other identified party has or will be able to effectively manage such conflicts of interest to a fully acceptable standard.
   5. The proposal mentioned at Paragraph 26.3 above is likely to include the putting in place of measures such as physical separation, protection of information, control of personnel and managerial and administrative separation, as appropriate.
   6. If the Bidder puts in place measures to mitigate any risk from a conflict of interest, the Authority may make such measures contractually binding commitments on the part of a Bidder or the other identified party.
   7. Any Bidder should take this condition into account when deciding whether to participate in this procurement.
9. **RESERVIST AND OTHER SUPPLIER SUPPORT TO THE ARMED FORCES (NOT USED)**
10. **GOVERNMENT SECURITY CLASSIFICATIONS**
    1. As of the 2 Apr 14 the new Government Security Classifications Policy (GSC) was introduced. A key aspect of this policy is the reduction in the number of security classifications used. This Tender and any subsequent contract that may be awarded to you as a result, is subject to protection under GSC. You are therefore encouraged to make yourself aware of the changes through the [Gov.uk GSC website](https://www.gov.uk/government/publications/government-security-classifications).
    2. The Authority hereby reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by national law or government policy. Where this ITT is accompanied by any instructions on safeguarding classified information (e.g. a security aspects letter), the Authority reserves the right to amend the terms of these instructions as a result of any changes in national law or government policy whether in respect of the applicable protective marking scheme, specific protective markings given, the aspects to which any protective marking applies, or otherwise. This may relate to the instructions on safeguarding classified information as they apply to the tender process and / or any contract awarded to you as a result of this tender process.
11. **CONTRACTORS ON DEPLOYED OPERATIONS (CONDO) REGULATIONS (NOT USED)**

**ANNEXES**

A. Not Used

B. Fire Precautions Compliance.

C. Freedom of Information & Transparency and Appendix 1 to Annex C.

D. Montreal Protocol Substances.

E. Bona Fide.

F. Supplier Statement Relating to Good Standing.

**ENCLOSURES**

1.. Form of Tender.

2. Structure of CV for Key Personnel.

3. Schedule of Supply Chain Members.

**ANNEX B TO  
BOOKLET 1 TO**

**ITT No: DIO(N)/CON/23/001**

**Dated: 12 Jun 23**

**FIRE PRECAUTIONS COMPLIANCE FORM**

**ITT No**: **DIO(N)/CON/23/001- DIO OFFICE FACILITY PROJECT**

1. I/We hereby agree to comply with the following:

a. ‘Standard Fire Precautions for Contractors Engaged on Crown Works’ - HMSO Publication ISBN 0 11 753094 8 (4/95), which may be purchased from The Stationery Office Bookshop, London, or download free from:

<http://regulations.completepicture.co.uk/pdf/Fire/Standard%20fire%20precautions%20for%20contractors%20engaged%20on%20Crown%20works.%20applicable%20to%20.pdf>

b. ‘HSE Fire Safety in Construction’ which can be purchased from HSE or downloaded for free at (<http://www.hse.gov.uk/pubns/priced/hsg168.pdf>).

c. All local Fire Regulations

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

Signed: …………………………………………………

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

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

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

…………………………………………………………………………

Address (including postcode):

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

Date: ………………………………………

**ANNEX C TO  
BOOKLET 1 TO**

**ITT No: DIO(N)/CON/23/001**

**Dated: 8 Jun 23**

## **FREEDOM OF INFORMATION AND TRANSPARENCY**

**ITT No**: **ITT NO: DIO(N)/CON/23/001 - DIO OFFICE FACILITY PROJECT**

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

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

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

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

4. In order to assist the MOD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the attached Tenderer’s Commercially Sensitive Information Form at Appendix 1, explaining which parts of their Tender they consider to be commercially sensitive. Tenderers are also requested to include on the Form the details of a named individual who may be contacted with regard to FOIA and EIR.

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

**APPENDIX 1 TO**

**ANNEX C TO  
BOOKLET 1 TO**

**ITT No: DIO(N)/CON/23/001**

**Dated: 8 Jun 23**

**TENDERER’S COMMERCIAL SENSITIVE INFORMATION FORM**

|  |
| --- |
| **ITT Ref No: DIO(N)/CON/23/001 - DIO OFFICE FACILITY PROJECT** |
| **Description of Contractor Sensitive Information:** |
| **Reference(s) of where can be found in ITT response:** |
| **Explanation of Sensitivity:** |
| **Details of potential harm resulting from disclosure:** |
| **Period of Confidence (if applicable):** |
| **Contact Details for Transparency/Freedom of Information matters:**  **Name:**  **Position:**  **Address:**  **Telephone Number:**  **E-mail Address:** |

**Annex D to**

**Booklet 1 to**

**ITT No: DIO(N)/CON/23/001**

**Dated: 8 Jun 23**

**MONTREAL PROTOCOL SUBSTANCES**

**TENDER FOR LUMP SUM FIRM PRICE CONTRACT FOR THE DIO OFFICE FACILITY PROJECT**

**CFCs**

Production of controlled CFCs has stopped.

CFC-11 (trichlorofluoromethane) CFC-211

CFC-12 (dichlorodifluoromethane) CFC-212

CFC-13 CFC-213

CFC-111 CFC-214

CFC-112 CFC-215

CFC-113 (trichlorotrifluorethane) CFC-216

CFC-114 (dichlorotetrafluoroethane) CFC-217

CFC-115 (chloropentafluoroethane)

The above substances are also used in blends. For example: CFC-500 (CFC-12/HFC152a)

and CFC-502 (CFC-115/HCFC-22)

**Halons**

Production of controlled Halons has stopped

Halon-1211 (bromochlorodifluoromethane - BCF)

Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

**HBFCs**

No production after 31 December 1995

CHFBr2 C2H2F2Br2 C2HF4Br5 C3H3F2Br3

CHF2BrC2H2F3BrC3HF5Br2 C3H3F3Br2

CH2FBr C2H3FBr2 C3HF6BrC3H3F4Br

C2H3F3Br C3H2FBr5 C3H4FBr3

C2HFBr4 C2H4FBrC3H2F2Br4 C3H4F2Br2

C2HF2Br3 C3H2F3Br3 C2H2F2Br2

C2HF3Br2 C3HFBr6 C3H4F4Br2 C3H5FBr2

C2HF4BrC3HF2Br5 C3H2F5BrC3H5F2Br

C2H2FBr5 C3HF3Br4 C3H3FBr4 C3H6FBr

**HCFCs**

The use of the following HCFC refrigerants is no longer acceptable (See Note 1). Please therefore complete and sign below, in doing so you are confirming that none of the refrigerants listed are being proposed within your tender.

HCFC-21 HCFC-141 HCFC-225ca HCFC-243

HCFC-22\* HCFC-141b HCFC-225cb HCFC-244

HCFC-31 HCFC-142 HCFC-226 HCFC-251

HCFC-121 HCFC-142b HCFC-231 HCFC-252

HCFC-122 HCFC-151 HCFC-232 HCFC-253

HCFC-123 HCFC-221 HCFC-233 HCFC-261

HCFC-124 HCFC-222 HCFC-234 HCFC-262

HCFC-131 HCFC-223 HCFC-235 HCFC-271

HCFC-132 HCFC-224 HCFC-241

HCFC-133 HCFC-225 HCFC-242

**CARBON TETRACHLORIDE (CCI4)** - Production has stopped

**1,1,1 – TRICHLOROETHANE (C2H3Cl3)** – No production after 1st December 1995.

**METHYL BROMIDE (CH3Br)** – Production limits apply.

**SIGNED**: …………………………………………………

Name (in CAPITALS).……………………………………

in the capacity of .…………………………………………

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

…………………………………………………………………………

Address (including postcode):

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

…………………………………………………………………………

Date: ………………………………………

**Note:**

1. The total ban applies to new equipment (MOD Policy requires that new designs of equipment and installations are not to use or incorporate HCFCs). For new installations, seek guidance from Defence Works Functional Standards - "Design and Maintenance Guide 07", which may be purchased from The Stationery Office Bookshop.

2. It is accepted that during the course of this Contract that HCFC-22 (R-22) will continue to be in common use in Oman, and that the existing installations on this site contain HCFC-22. The Contractor may replace this Refrigerant only like for like until such time as such action shall be banned under the terms of the Montreal Protocol or shall be deemed unlawful under Omani law. Following either event HCFC-22 shall be banned on this site.

3. Should a unit containing HCFC-22 come to the end of its economical life it is to be replaced with a unit compliant with the Montreal Protocol.

**Annex E to**

**Booklet 1 to**

**ITT No: DIO(N)/CON/23/001**

**Dated: 8 Jun 23**

**MINISTRY OF DEFENCE**

**CERTIFICATE OF A BONA FIDE TENDER**

**ITT No**: **DIO(N)/CON/23/001- DIO OFFICE FACILITY PROJECT**

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

In particular,

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

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

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

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

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

Signed:

On behalf of:

Date:

**Annex F to**

**Booklet 1 to**

**ITT No: DIO(N)/CON/23/001**

**Dated: 8 Jun 23**

**SUPPLIER STATEMENT RELATING TO GOOD STANDING**

**ITT No**: **DIO(N)/CON/23/001 - DIO OFFICE FACILITY PROJECT**

1. We confirm, to the best of our knowledge and belief, that[[1]](#footnote-2) …………………………including its directors or any other person who has powers of representation, decision or control of [[2]](#footnote-3) …………………………………has not been convicted of any of the following offences:

1. conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA;
2. corruption within the meaning of the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 or the Prevention of Corruption Act 1916;
3. the offence of bribery within the meaning of Bribery Act 2010;
4. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
5. the offence of cheating the Revenue;
6. the offence of conspiracy to defraud;
7. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
8. fraud within the meaning of the Fraud Act 2006
9. fraudulent trading within the meaning of Section 993 of the Companies Act 2006
10. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
11. an offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
12. destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
13. money laundering within the meaning of the Money Laundering Regulations 2007; or
14. any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

2. [[3]](#footnote-4)**………………………** further confirms to the best of our knowledge and belief that it:

1. being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
2. being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
3. being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is not the subject of similar procedures under the law of any other state;
4. has not been convicted of a criminal offence relating to the conduct of its business or profession;
5. has not committed an act of grave misconduct in the course of its business or profession;
6. has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
7. has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
8. is not guilty of serious misrepresentation in providing any information required by this Statement;
9. in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

|  |  |
| --- | --- |
| Organisation’s name |  |
| Signed |  |
| Position |  |
| Date |  |

**Enclosure 1**

**FORM OF TENDER**

**FOR THE CONTRACTOR’S CONTRACT**

**ITT No**: **DIO(N)/CON/23/001**

**ITT TITLE**: **DIO OFFICE FACILITY PROJECT**

**DUE DATE FOR RETURN:**

**BY 10:00 AM (L) ON: 29 Jun 23**

**To be returned to:**

**SSgt Bagenda**

**Works Contract Officer**

**British Gurkhas Nepal**

**DIO Nepal Kathmandu**

**British Forces Post Office 4**

**FORM OF TENDER**

**FOR: DIO OFFICE FACILITY PROJECT**

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

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

**TENDER PRICE**

1. The Tender submissions are as follows:
   1. The total value of Contract is:

TOTAL: NRP ……………………………………………………………………………

(**TOTAL** amount in words………………………………………………………………………)

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

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

**LAW OF THIS CONTRACT**

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

**ADDITIONS AND DELETIONS COSTS**

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

**CONFIDENTIALITY**

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

**OTHER TERMS OR CONDITIONS OF CONTRACT**

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

[*Tenderer to complete*]

Date: …………………………………

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

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

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

Postal Address (including postcode):

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

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

…………………………………………………

…………………………………………………

…………………………………………………

**Enclosure 2**

**STRUCTURE OF CURRICULUM VITAE FOR KEY PERSONNEL IN CONNECTION WITH THE CONTRACTOR’S CONTRACT**

**ITT No**: **ITT NO: DIO(N)/CON/23/001- DIO OFFICE FACILITY PROJECT**

1. Proposed position: ...................................................................................................................

2. Full name: ................................................................................................................................

3. Date of birth: ............................................................................................................................

4. Place of birth: ...........................................................................................................................

5. Academic qualifications: ..........................................................................................................

6. Professional qualifications: ......................................................................................................

7. Employing company/firm: ........................................................................................................

8. Position in company/firm: .........................................................................................................

9. Normal place of work: ..............................................................................................................

10. Overall experience: ..................................................................................................................

11. Experience relevant to the Works and/or the Contractor’s Design (as applicable): .................

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**Enclosure 3**

**SCHEDULE OF SUPPLY CHAIN MEMBERS IN CONNECTION WITH THE CONTRACTOR’S CONTRACT**

**ITT No**: **DIO(N)/CON/23/001 - DIO OFFICE FACILITY PROJECT**

The Tenderer shall state below the names of all subcontractors he intends to use if awarded the Contractor’s Contract.

|  |  |  |  |
| --- | --- | --- | --- |
| **SCOPE OF WORKS TO BE PROVIDED** | **NAME OF PROPOSED SUPPLY CHAIN MEMBER** | **ADDRESS OF PROPOSED SUPPLY CHAIN MEMBER** | **SAME GROUP UNDERTAKING AS TENDERER? (Y/N)** |
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The Tenderer shall indicate by completing the fourth column above whether any proposed Supply Chain Member is part of the same “Group Undertaking” (as defined in the Contractor’s Conditions of Contract). If the answer in relation to any proposed Supply Chain Member is “yes”, the Tenderer shall provide brief details of the nature of the relationship either on the reverse of this form or on a separate sheet attached to this form.

Date:...............................................................................

1. insert potential supplier [↑](#footnote-ref-2)
2. insert potential supplier [↑](#footnote-ref-3)
3. insert potential supplier [↑](#footnote-ref-4)