****

**Invitation to Tender for Framework Agreement**

**Hedges and Fencing**

**(NFNPA – 0030)**

## Summary

The New Forest National Park Authority (NFNPA) and partners are leading a Landscape Partnership Scheme funded by the Heritage Lottery Fund: **Our Past, Our Future** (OPOF). This 5 year partnership project will deliver some 21 projects under three main themes (see Section 2 below).

The NFNPA intends to let a new Framework Agreement totalling circa £83,000 for the provision of a variety of practical tasks spread across 2 Lots:

* Lot 1 – Hedges
* Lot 2 – Fencing

The tasks covered within these Lots are described in more detail in Section 3 of this document. The geographical coverage where successful contractors will have to serve is strictly within the [boundaries of the New Forest National Park](http://www.newforestnpa.gov.uk/downloads/file/144/boundary_map).

Tenders are being invited from potential suppliers of all sizes and places on the Framework will be awarded to an approved list of suppliers from whom these services will be sourced during the contract period of three years, with the possible extension of a further one year.

The selection process for the Framework is intended to produce a range of suppliers with the collective ability to provide competitive costs for individual jobs ranging from under £100 to over £10,000. In this light, the NFNPA will not expect every member of the Framework to respond to every Request For Quote.

## Our Past, Our Future overview

The OPOF’s vision is to ensure the New Forest’s distinctive landscape survives through future change and modern-day pressures. A range of projects to **restore habitats, discover forest heritage and develop forest skills** alongside volunteering and measures to connect people to the landscape, will aim to provide a step-change towards this goal.

This will be achieved through the delivery of 21 projects under the following themes.

**Restoring Lost Landscapes**

This theme focuses on practical work and management of the lands surrounding the Open Forest in order to improve and protect the natural environment. The projects are aimed at restoring habitats and decreasing fragmentation, increasing responsible access, sustaining historic land management practices and discovering and restoring archaeology and built heritage.

**Developing Forest Skills**

This theme focuses on the people and communities living and working in the New Forest. The projects will aim to retain, develop and share knowledge and skills required for sustainable management of the New Forest habitats and built heritage.

**Discovering Forest Heritage & Inspiring a New Generation**

This theme focuses on encouraging, enthusing and inspiring a new generation of people to be more involved in learning about, championing and caring for the New Forest. The projects will promote an understanding of the New Forest’s unique heritage and its common story amongst residents, communities and visitors through a range of interpretation projects, educational campaigns, and engagement of volunteers.

A full list of the individual OPOF projects and details of the initial bid to the Heritage Lottery Fund can all be found via the following link:

<http://www.newforestnpa.gov.uk/downloads/download/208/our_past_our_future>

## Framework and Lot details

*A Framework Agreement is an agreement between one or more contracting authorities and one or more economic operators which establishes the terms (price and where appropriate, quantity) under which the economic operator will enter into one or more contracts with a contracting authority in the period during which the Framework Agreement applies.*

The following named partners will all have access to this Framework Agreement and be able to call off services provided by it: the New Forest National Park Authority, Forestry Commission, Freshwater Habitats Trust, Hampshire and Isle of Wight Wildlife Trust, National Trust and the New Forest Land Advice Service.

The Authority wishes to appoint multiple suppliers, likely to be a minimum of five and a maximum of seven (strictly subject to change, depending on the bids received) under each Lot.

It is anticipated that the Authority will choose a range of suppliers in each particular Lot, in the hope that jobs of all sizes and values will be of interest to different suppliers. The Framework Agreement will cover the following services:

**Lot 1 – Hedges (estimated value of £43,000 over the initial 3 years)**

Hedge laying and planting – supply of materials, guards, stakes

Hedge coppicing

**Lot 2 – Fencing (estimated value of £40,000 over the initial 3 years)**

Post and wire (3 strand) fencing and gates – removal of old fences, vegetation preparation, supply of materials, livestock/agricultural fencing and gates

Please note that this list is indicative and not exhaustive, thus there may be tasks of a similar nature required by the NFNPA and its partners.

**Contractors are able to bid for a single Lot or both Lots should they wish. Please note that when determining each Lot, no preference whatsoever shall be given to suppliers that bid for multiple Lots.**

The nature of the New Forest is such that each of the tasks above will often require sensitivity during access to and from the associated sites, due to the wildlife conservation aspect of the work. Suppliers should also note that many of the activities listed above may involve volunteers and landowner participation.

This Framework Agreement will initially cover three years, with the option for the Authority (in agreement with the successful suppliers) to extend for a further one year. There will be formal reviews with each supplier on an annual basis to assess the performance aspects of the contract. Those suppliers who have not reached the desired level of service may be removed from the Framework Agreement at the discretion of the NPNPA or its partners.

The maximum contract value over the life of the contract will be circa £83,000 and an indication of the value of each Lot is provided in the document below, though successful contractors should note that they are **not** guaranteed a share of this or any other figure.



Given the nature of these requirements over the life of the Project, it should also be noted that this Framework Agreement will **not** preclude the NFNPA or its partners from using other suppliers for services (either directly or via other quotes/tenders) included within this scope.

The OPOF programme is such that the successful contractor will be expected to respond to our requirements at short notice, with the autumn/winter period being particularly work-intensive.

The Terms and Conditions of Contract will be based on the Authority’s General Standard Conditions of Contract, a copy of which can be found below:



The Authority reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by suppliers during any stage of the process. Suppliers should also note that, in the event a tender is considered to be fundamentally unacceptable on a key issue, regardless of its other merits, that tender may be rejected.

## Call-off arrangements

The call-off arrangements for this Framework Agreement will, in the first instance, take the form of a mini-competition.

Each supplier that is party to that relevant Lot of the Framework will be sent a Request For Quote (RFQ). This RFQ will, in most instances, be sent via electronic means to all Framework members at the same time.

The RFQ will include a full description of the work required, the timescale it needs to be completed in and the deadline for responses. Please note that in certain circumstances the services will be required expediently and thus the response deadline may be short.

The work will then be allocated on the basis of overall cost of the job, the ability of the contractor to complete the tasks within the timescale set and the contractor possessing the requisite skills and resources for the work. Should the most economically advantageous contractor be unable to complete the work within the prescribed terms above, then the work will be allocated to the next most competitive contractor in that particular Lot.

The NFNPA and its partners reserve the right to contract suppliers not listed under any particular Lot should there be no suitable framework supplier available to undertake the services required.

## Evaluation of Lot Tenders

Suppliers must complete, in full, the Assessment Document which is attached below. Please state in part 2.14 which Lot(s) you wish to be considered for. If applying for multiple Lots, please just complete the form once but ensure you give enough information throughout about your costs and experience in each individual area to allow appropriate evaluation of that Lot exclusively.

This will be scored by an evaluation team consisting of at least three Authority staff. It is envisaged that this scoring and evaluation exercise will take no longer than 5 working days after the Invitation to Tender (ITT) stage deadline, which is noon 22 April 2016.

No information contained in this ITT, or in any communication made between the Authority and you in connection with this ITT shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this ITT. The Authority reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time. Under no circumstances shall the Authority incur any liability in respect of this ITT or any supporting documentation.

Please answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to your organisation, this should be indicated, with an explanation.

***Completeness and further information***

The information supplied will be checked for completeness and compliance with the instructions before responses are evaluated.

Failure to provide the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that you are not invited to participate further. In the event that none of the responses are deemed satisfactory, the Authority reserves the right to terminate the procurement and where appropriate re-advertise the procurement.

You should be explicit and comprehensive in your responses to this ITT as this will be the single source of information on which responses will be scored and ranked. You are advised neither to make any assumptions about any past or current supplier relationships with the Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

It should be noted that whilst some sections of the Assessment Document are not directly scored (e.g. Health and Safety), the Authority reserves the right to take into account supplier responses to these elements when evaluating and awarding the contract.

The ITT is provided on the same basis to all tenderers. Please note that to ensure fair and open competition, the responses to any questions raised by interested suppliers will be made available to all other suppliers where appropriate. Any such clarifications will be posted on our In-tend portal and you will receive email notification to make you aware of this. If you wish to be updated with any tender clarifications but do not wish to register on our In-tend portal, then you must formally request to receive such clarifications via email, chris.pathmadeva@newforestnpa.gov.uk. The deadline for receipt of clarifications relating to the specification or any other part of this ITT is noon 15 April 2016.

Please note that the spaces provided in the Assessment Document should not be viewed as an indication of the length and depth of responses we require for a particular section. Suppliers are encouraged to generate as much space as required to answer each section in full, ensuring that any additional pages used are clearly cross-referenced to the relevant section being addressed, where applicable.

Supplier responses in the Assessment Document shall form part of the contract, where appropriate, thus the supplier will be legally obliged to comply with the responses provided therein. Should your company be successful and awarded a place on the Framework Agreement, any variations to the proposals in the Assessment Document must receive prior approval from the Authority.

The Authority expressly reserves the right to request you to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. The Authority may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

***Disqualification and selection***

The Authority may disqualify you if you fail to:

1. Provide a satisfactory response to any questions in the ITT or inadequately or incorrectly complete any question or have not provided the required information;
2. Submit the completed ITT before the stated deadline

The NFNPA’s tender process is designed in such a way as to encourage participation from all sizes of business, be it single contractors or larger organisations. It is hoped that this will reduce the administrative burden on potential suppliers, whilst fulfilling the Authority’s requirement to appoint contractors that have the necessary skills, qualifications and most importantly expertise in carrying out the variety of work required.

It is noted that the insurance levels and health and safety requirements required for each individual task will be different and thus suppliers are required to complete sections 2.10 and 2.11 of the Assessment Document in the knowledge that their responses should be commensurate with the complexity of the service they propose to offer.

**The assessment document is attached here:**



The Contract will be awarded on the basis of the most economically advantageous tender to the Authority, based on the evaluation criteria of 30% price and 70% quality. This is in acknowledgement of the fact that evaluating price based on hourly/daily rates or fencing per meterage may prove difficult. Tenders will be evaluated and assessed using the scoring matrix below, by at least three Authority staff.

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Price | 30% |
| Quality | 70% |

Sub-weightings for the Quality Criteria are provided below:

|  |  |  |
| --- | --- | --- |
| **Section** | **Quality Heading** | **Sub-Weighting** |
| A | Company Information | - |
| B | Your approach | 40% |
| C | Scope of Services | 30% |
| D | Your experience/references | 30% |

The following scoring mechanism will be used to allocate points available.

|  |  |
| --- | --- |
| **Scoring** | **Points** |
| Response meets the required standard in all material respects and adds value in some or all of the major requirements | 9 - 10 |
| Response meets the required standard in all material respects | 7 – 8 |
| Response meets the required standard in most material respects, but is lacking or inconsistent in others | 5 – 6 |
| Proposal falls short of achieving expected standard in a number of identifiable respects  | 3 – 4 |
| Response significantly fails to meet the required standard, contains significant shortcomings or is inconsistent with other responses | 1 - 2 |
| Completely fails to meet required standard or does not provide a response | 0 |

**Price** –with regards to the price evaluation, the lowest rates will be awarded the maximum price score of **30%**. Thereafter, each tender will be ranked and scored in accordance with how much more expensive their respective rates are compared to the lowest total rates (e.g. – if it is 50% more expensive than the lowest rates, it will be awarded 50% less price points in comparison to the tender with the lowest rates).

**Quality** - weighted scores will be calculated by multiplying the score for each quality criteria by its weighting. The weighted scores will be totalled for each tender. The totals will be normalised so that the normalised highest total will attract the highest Quality score of **70%**.

## Instructions to Tenderers

The proposed Tender timescales are as follows, however these are subject to change. In such an event, all Tenderers will be informed immediately:

|  |  |
| --- | --- |
| **Tender Process**  | **Deadline** |
| Invitations to Tender (ITT) sent out | 23 April 2016 |
| Deadline for ITT clarifications / questions | Noon 15 April 2016 |
| ITT response deadline | Noon 22 April 2016 |
| Authority evaluation of ITT submissions | 25 – 29 April 2016 |
| Contract Award | 29 April 2016 |
| Standstill period | 30 April – 9 May 2016 |
| Framework Agreement Commencement date | 10 May 2016 |

Tenders submitted after the stipulated time and date advised will be rejected, unless exceptional circumstances are proven, such as clear evidence of postal guarantee or record of successful submission through In-tend.

## Conditions of Tender

### Representations

A supplier may contact the Authority to obtain any further information about the requirements of the contract or the tendering procedures if these are not evident or clear from the documents supplied to suppliers.

Should questions arise during the tendering period, which in our judgment are of material significance, we will inform all suppliers to explain the nature of the question, and our formal reply. All suppliers should then take that reply into consideration when preparing their own bids and we will evaluate bids on the assumption that they have done so.

### Specification

For the avoidance of doubt, the contract specification shall include all requirements explicit or implied within the invitation to tender.

It must be recognised that the Authority reserves the right to withdraw this tender document and all funding contained within it without notice.

### Tenders Excluded

No tender will be considered for acceptance if the supplier has indulged or attempted to indulge in any corrupt practice or canvassed the tender with an employee of the Authority. If a supplier has indulged or attempted to indulge in such practices and the tender is accepted, then grounds shall exist for the termination of the contract and the claiming of damages from the successful suppliers.

It is unlikely that any tender will be accepted which (a) is incomplete or inaccurately or inadequately completed or which purports to impose conditions other than those provided in the contract documents and (b) is delivered out of time or in a manner other than specified in the specification.

### Collusive Tendering

In submitting a tender against this contract, the supplier confirms that they have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The supplier also certifies that at no time, before or following the submission of the tender, has the Supplier carried out any of the following acts:

i) communicating to a person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where such disclosure is required for the purpose of obtaining insurance

ii) entering into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted

iii) offering or paying or giving or agreeing to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word ‘person’ includes any persons and any body or association, corporate or unincorporated; and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

### Freedom of Information

Information in relation to this tender may be made available on demand in accordance with the requirements of the Freedom of Information Act 2000.

Suppliers should state if any of the information supplied by them is confidential or commercially sensitive or should not be disclosed in response to a request for information under the Act. Suppliers should state why they consider the information to be confidential or commercially sensitive. This will not guarantee that the information will not be disclosed but will be examined in the light of the exemptions provided in the Act.

It is important to note that information may be commercially sensitive for a time (e.g. during a tender process) but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However Suppliers should note that no information is likely to be regarded as exempt forever.

### Confidentiality

The Tenderer (whether this Tender is accepted or not) and all other recipients of the Specification and documents (whether they submit a tender or not) shall treat the details of the Specification and the documents attached hereto as private and confidential and shall not disclose the details to any party.

### Acknowledgement

Please acknowledge by e-mail to chris.pathmadeva@newforestnpa.gov.uk your receipt of this Invitation to Tender and all enclosures, confirming that you intend to submit a tender by the required date.