

DEPARTMENT FOR TRANSPORT

Plantroom Floor Re-waterproofing Works

Invitation to Tender

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FAITHFUL
GOULD



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1.0 Introduction

- .1 This Invitation to Tender (ITT) and all appendices form the tender documents. The purpose of the tender documents is to invite a fixed price lump sum contractual offer for the application of resin-based proprietary waterproofing system and associated mechanical and electrical enabling works at the International Maritime Organization, 4 Albert Embankment, London.
- .2 The contractor must make due allowance in their tender for all costs associated with dealing with the implications of any restricted access, times for loading/unloading, including any out of hours working and deliveries required to complete the works.
- .3 No claim by the Tenderer for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the grounds of any allegation or fact that incorrect information was given to him by any person whether in the employment of the Employer or not, or of the failure on his part to obtain correct information, nor shall the Tenderer be relieved from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds.
- .4 The Tenderer is to allow within his tender price for all costs associated in liaising, co-ordinating, providing access etc. and working with the Employer. This will include but is not limited to the attainment of all necessary passes, permits, licences and approvals to carry out or facilitate all elements of the works.
- .5 The Tenderer is deemed to have fully acquainted himself with the tender documents and to have taken into account in his tender price, for all matters affecting the contract works

2.0 Instructions to Tenderers

2.1 Tender Receipt

- .1 The Employer, Department for Transport (DfT) is utilising Contracts Finder for the advertisement of this tender. DfT will then be using the e-Sourcing portal for this Procurement and to release Invitation to Tender documents to tenderers and manage the submission of tenders. The DfT will provide a registration link to the e-sourcing portal to tenderers through contact made through the Contracts Finder advertisement. Note; the Tenderer must ensure that the point of contact it nominates in the e-Sourcing portal is accurate at all times, as the DfT will not be under any obligation to contact any other individuals.
- .2 Registration to Contracts Finder can be found via the following link:
<https://www.gov.uk/contracts-finder>



2.2 Clarifications during the Tender Preparation period

- .1 If tenderers require answers to queries raised during the tender period, they must be in a typed format and submitted via email. Questions will be addressed within 2 working days wherever possible. Tenderers should note that all questions and answers will be distributed to all Tenderers for information.

All queries should be addressed to the following:

- .2 Simon.Guild@fgould.com with a copy to Elaine.Teoh@mcga.gov.uk
- .3 Tenderers may request that their Clarification Question and its response as “commercially sensitive”. Any such requests must be made clear at the time of submission of the Clarification Question. If it is considered that the answer to the Clarification Question is on a confidential basis, it will have done so. If it is considered that the answer to the Clarification Question is not on a confidential basis, it will notify the applicant of its decision and that applicant will have the opportunity to either withdraw the Clarification Question or accept that the Clarification Question and the response will be circulated to all potential tenderers who have expressed an interest in the competition.
- .4 Clarification Responses will be uploaded to the relevant folder on the e-sourcing portal. The final set of responses is planned to be published on 27 April 2017.

2.3 Basis of Tender

- .1 The Tender figures quoted are exclusive of Value Added Tax.

2.4 Proposed Amendments and Exceptions

- .1 If offering any amendments or exceptions to the tender documents, Tenderers must list each and every proposed exception and amendment to the Contract Agreement. Tenderers must describe and give reasons for each proposed exception and amendment and state any effect on their proposal (including the commercial terms) if The Department for Transport (DfT) reject the proposed exceptions and amendments.
- .2 Tenderers should note that alternative tenders will only be considered if accompanied by a tender complying in full with the Tender requirements. Failure to do so may eliminate the Tenderer from consideration. An alternative form of Tender is included in the documents for the tenderer to submit a tender based on their optimum or preferred contract duration if applicable.
- .3 Where the Employer agrees any changes to the proposed contract documentation then all such changes shall be word processed into the proposed documentation by the Employer.



2.5 Canvassing and Collusive Tendering

- .1 Any Tenderer who directly or indirectly canvasses any employee of the Department for Transport or The International Maritime Organization concerning the preparation of tenders or the award of the contract for provision of the services will be disqualified.
- .2 Any Tenderer who undertakes or engages in the following shall be disqualified:
- (a) Fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other person, or;
 - (b) Communicates to any person other than the Department for Transport the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for insurance or a contract guarantee bond), or;
 - (c) Enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted, or;
 - (d) Offers or agrees to pay or does pay or gives any sum of money, inducement, or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for the services any act or omission.

2.6 Target Programme

Item	Description	Date
1	Issue of Tender on tendering portal	24 April 17
2	Site Visits	On appointment
3	Final date for Tender Clarifications	27 April 17
4	Tender submitted on tender e-sourcing portal	2 May 17 (10am)
5	Contractor appointment	w.c 1 May 17
8	Start on site	w.c 8 May 17
9	Completion	19 May 17

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

The construction programme illustrating procurement of materials and duration of site occupation will be required

2.7 Site Visit

- .1 It is envisaged that site visits will be held w.c 24 April between the times of 12.30 – 13.30pm. Please contact Simon.Guild@fgould.com, 07917173206 to make prior arrangement.

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



2.8 Form of Contract

- .1 The form of contract is the NEC3 Engineering and Construction Contract Short Contract.

3.0 Tender Deliverables

3.1 Generally

- .1 The Tenderer shall provide an electronic version of their tender and submit it to the e-sourcing portal. Tenderers are required to provide the following information as part of their tender return. This information shall form the basis of the tender assessment:
- Completed Form of Tender(s)
 - Fully Completed Pricing Schedule and Activity Schedule (No grouped or bracketed items)
 - Confirmation that any tender amendments have been incorporated
 - Confirmation of acceptance of additional / amendments to NEC 3 ECC Short Contract Z Clauses
 - Insurance certificates
 - Confirmation of acceptance of the programme of works (dates included within item 6.6)
 - CVs of all key personnel should be provided
 - An organogram setting out the team structure and identifying site based and non-site based personnel. A statement on how the project shall be managed at senior management level should also be provided
 - An outline Pre-Construction Health & Safety Plan
 - A demonstration of sufficient competence and resource to fulfil the Health & Safety and CDM requirements as detailed in the Pre-Construction Information of the tender documents.
 - The Declarations and Authorisations section, which require authorising signatures, must be signed by hand (not electronically) and the document scanned to JPEG or pdf format, which must then be uploaded via the portal.
- .2 The Tenderer shall provide additional cost information if required by the Employer including breakdowns of cost headings to show how costs of individual items have been calculated. Such information is to be provided free of charge within 5 working days of the Employer's request.
- .3 Tenderers may supply any additional information they consider necessary to supplement their tender submission. You must return the tender response in the same order as detailed above and provide any supplementary information in a clearly defined and separate section of your response.

3.2 Confidentiality

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



3.3 Tender Acceptance

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

3.4 Tender Validity Period

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

3.5 Expenses and Losses

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

3.6 Qualifications

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

4.0 Tender Evaluation Process

- .1 The tender process will be conducted on the basis that tenders are evaluated fairly to ascertain the most economically advantageous tender in terms of both quality and price
- .2 A staged selection process will be used as detailed below:

4.2 Stage 1 - compliance check

- .1 Following receipt of tender returns, a preliminary assessment of submissions will be undertaken to determine general compliance with the tender document requirements, including but not limited to whether:
 - All the information required as part of the tender response has been provided;
 - The tender response was submitted on time and is complete;
 - An applicant has provided a submission that is in the specified format and;
 - An applicant has complied fully with the requirements of the selection process set out in the tender and has not misrepresented any of the information supplied.
- .2 Responses should be in the format as required by the tender documents. The compliance check will result in one of the following two evaluations: pass or fail.
- .3 Where in the opinion of the contracting authority the applicant's response is deemed to be non-compliant or incomplete, the applicant may be excluded from further consideration and from the process entirely.
- .4 Failure to provide information to an appropriate level of detail may render the application non-compliant and their evaluation may be taken no further.



4.3 Stage 2 - minimum standards

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

General information

.2 Please provide:

- Registered name and Trading name (if different)
- Head office address and Correspondence address (if different)
- Name of contact acting on behalf of applicant
- If part of a group, please state the ultimate holding company
- Company registration number
- Country of registration
- VAT number
- Legal status (PLC, private company, partnership, sole trader, registered charity, non-profit making trust etc.)
- Confirmation that your organisation is able to act in the capacity of a 'Principal Contractor' for the purpose of the CDM 2015 regulations. There will be a requirement for mechanical and / or electrical works under the contract to facilitate the application of the waterproofing system.

Insurances

.3 Please provide details of your insurance cover for the following policies (showing the level of cover requested within the Contract Data):

- Employer's liability
- Contractor's all risks - Contractor's liability to the Employer for loss of or damage to the Employer's property
- Public liability

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

KEMPER approved Contractor

.5 Please provide written confirmation that your organisation is a KEMPER certified contractor. Please contact the Regional Sales Manager, Spencer Sawyer (Tel. 07843 286 248) for further information.



4.4 Stage 3 - tender evaluation criteria

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

Price Evaluation

- .2 100 points will be awarded to the lowest tender with all other (higher) tenders marked lower than 100 points on a pro rata basis. Price evaluation to include for all breakdowns and additional prices requested. Points scored will then be multiplied by **40%** to reflect an overall price weighting. The QS is responsible for scoring the price and will seek input from TB+A where required to evaluate tenderers assumptions / exclusions.

Quality Evaluation

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

Assessment	Score
Unacceptable - Failed to address the criteria.	0
Very poor – Not deliverable. Little or no information provided.	1
Poor – Not deliverable. Some information provided, but limited understanding of the requirement and / or little evidence of relevant similar expertise and capability.	2
Satisfactory – Deliverable but with some minor shortcomings. Proposals do not fully meet all the requirements completely but are nevertheless satisfactory, and provide limited evidence of expertise and capability to support delivery.	3
Good – Fully deliverable in all respects. Clear proposal that satisfies all the requirements demonstrating understanding, expertise and capability, and provides comprehensive evidence to support this	4
Very Good – Fully deliverable and provides added value. Exceeds the requirements demonstrating understanding, expertise, capability and innovation, and provides excellent evidence to support this.	5



- .4 The scores will be assessed and weighted in conjunction with the following Quality Evaluation Criteria. A moderation meeting will be held where tenderer scores will be reviewed and agreed by the Evaluation Panel. Tenderer total scores will then be multiplied by **60%** to reflect a quality weighting. A minimum total quality score of 300 is required to pass.

Sections	Component	Weighting %
	Delivery Team Details	
	<p>Scope: Describe the make-up of both the design and construction teams, including principal contractor, services designer, as well as key sub-contractors; Describe roles and responsibilities, and management resource and relevant expert input to the project.</p> <p>Basis for evaluation: Bidders will be assessed against the structure resource profile of their proposed delivery team; roles and responsibilities of their team members including input at senior management level and relevant specialists.</p> <p>Delivery format: Written statement, maximum 1000 words, plus project-relevant annexes organogram / diagrams; roles and responsibilities; management resource allocation; CV's of management team and key experts that will be used.</p>	20%
	Health & Safety Management	
	<p>Scope: Describe the overall management arrangements, roles and responsibilities in respect of H&S, highlighting primary procedures and processes proposed in respect of the project workforce and site, and building users. Identify any project specific risks and how these will managed.</p> <p>Basis for evaluation: Bidders will be assessed on how specific, comprehensive, clear, relevant and verifiable their proposed draft Construction Phase H&S plan is. (Do not include generic method statements or risk assessments).</p> <p>Delivery format: Written statement, maximum 1000 words, complemented by project-specific draft.</p>	20%
	Relevant Experience	
	<p>Scope: Provide a minimum and maximum of two case studies where you have delivered work of a similar nature and complexity to that defined within this tender document.</p> <p>Basis for evaluation: Bidders will be assessed on the relevance of experience with particular attention to the work being executed within an occupied building and the same waterproofing system.</p> <p>Delivery format: Max. 2nr. A4 pages (in total)</p>	20%

- .5



Overall Evaluation

- .6 Weighted price and quality scores will be added together. At this stage the Tenderer scores will be ranked in order. The contract may be awarded to the highest scoring tender return.

Appendix A

Works Information



Appendix B

Site Information



Appendix C

Specification of Works



Appendix D

Works Location Plan



Appendix E

Contract Data (Pt. 1 & 2)



Appendix F

Form of Tender and Collusive Tendering Certificate





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