



The Coal
Authority

Operations and Maintenance of Mine Water Treatment Schemes and Legacy Assets

Invitation to Tender

Tender Reference: CA18/2/1/70

Contract Reference: CA18/5501

April 2024

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Introduction

The Coal Authority (CA) is a non-departmental public body and partner organisation of the Department for Energy Security and Net Zero (DESNZ) with a mission to make a better future for people and the environment in mining areas.

The Coal Authority manages the effects of past coal mining, including subsidence damage claims which are not the responsibility of licensed coal mine operators. It deals with mine water pollution from both coal and metal mines and other mining legacy issues.

The Coal Authority owns, on behalf of the country, the majority of the coal in Britain, and licenses coal mining. We use our skills to provide services to other government departments and agencies, local governments and commercial partners.

We contribute to the delivery of the UK Government's Industrial Strategy and the environmental, social and economic priorities of the UK, Scottish and Welsh Governments.

By sharing our knowledge and expertise we support them, and our partners, to create cleaner, greener nations for us all.

We currently have the capacity to treat 220 billion litres of mine water every year. Treating mine water has directly protected and improved over 350km of rivers, protects several important regional aquifers, enhances biodiversity and provides local amenity land. By treating the mine water we have prevented nearly 4,000 tonnes per year of iron solids and other pollutants entering watercourses or aquifers. Last year 89% of the iron solid waste was recycled or reused.

We are responsible for protecting the environment by addressing and mitigating the environmental impacts of coal mining, our [Business Plan for 2022 to 2025](#) provides an overview of the Coal Authority and explains our main priorities for the period, along with the organisation's 10 year vision.

Our work involves monitoring and remediating contaminated land and water resulting from historical mining activities. The Coal Authority manage over 80 mine water treatment schemes across Britain, handling and treating over 112 billion litres of water every year.

Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular when referencing bidder or contractor.

This tender opportunity is for an Operation and Maintenance (O&M) contract in which the client (the Coal Authority) retain a number of management functions over the contract. It will see the successful bidder take charge of the operation of water treatment assets at sites of historical mining activity, this will cover both 'active', and 'passive' water treatment sites along with over 700 data sampling points across England, Scotland, and Wales. A number of legacy mining assets are also included within the contract which ensure public safety in relation to mine gas and flooding.

This is a retender of the current service which is contracted under New Engineering Contract 3rd revision (NEC3) Term Service Contract (TSC). This contract was awarded in 2014 and will expire on 30 June 2026.

We wish to develop a collaborative partnership approach with the successful bidder to ensure continuous improvement and efficiencies in the service.

We work in partnership with a range of stakeholders such as the [Department for Energy, Security, and Net Zero](#) (DESNZ), the [Department for Environment, Food and Rural Affairs](#) (DEFRA), the [Environment Agency](#) (EA), [Scottish Environment Protection Agency](#) (SEPA) and [Natural Resources Wales](#) (NRW). The required outcome of the contract is to ensure that we comply with the relevant consents, licences and permits issued by our stakeholder organisations.

We take pride in our achievements, quality and motivation of staff and are focused on delivering high-level objectives and works to the following mission, purpose and values;

Mission Making a better future for people and the environment in mining areas

Purpose keep people safe and provide peace of mind, protect and enhance the environment, use our information and expertise to help people make informed decisions, create value and minimise cost to the taxpayer.

Values

- | | |
|--------------------|---|
| Trusted | we act with integrity, we're open and transparent, we deliver on our commitments |
| Inclusive | we promote a culture of mutual respect, we recognise that our differences make us stronger, we work with others to achieve our vision |
| Progressive | we're open-minded and innovative, we recognise that the past can help us shape the future, we listen and learn |

Invitation

We invite you to tender for the delivery of our Operations and Maintenance Services Contract.

The services required are detailed within the Scope and tenderers are advised to read and consider all aspects of the tender documents before preparing your tender submission. The aim of the provided documents is to outline the minimum technical and performance levels required by us should your organisation be awarded a contract.

The instruction and guidance as provided in this document is designed to ensure that all tenderers are given equal and fair consideration. It is therefore important that you provide all the information asked for and in the format and order specified.

Tenderers shall be deemed to have examined fully, at the time of tendering, the tender documents and it is the responsibility of tenderers to ensure that submissions are accurate and as they intend.

We will not ensure that bids are complete or correct, or allow omitted material to be submitted after the tender deadline should any errors occur.

Tenderers shall bring any ambiguities and inconsistencies to the attention of the Procurement Business Partner during the period allowed for tendering, otherwise it shall be accepted that all items in the tender documents have been understood and accepted for the purpose of submitting bids.

No unauthorised alteration, addition or removal shall be made to the tender documents. If any such alteration, addition or removal is made, or if the Price List is not duly completed, or if these instructions are not fully complied with the tender may be rejected.

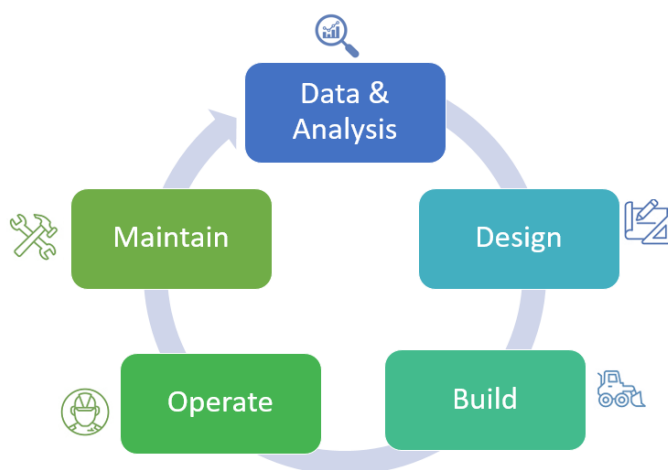
All information is given by us as a guide and in good faith at the tender stage. However this information may change due to reasons beyond our control and no claim for additional costs shall be made by the successful tenderer if quantities or requirements subsequently differ.

It is intended that the procurement process will take place in accordance with the provisions of this Invitation to Tender (ITT) but we reserve the right to terminate, suspend, amend or vary this procurement process by notice to all potential bidders in writing.

We will have no liability for any losses, costs or expenses caused to bidders as a result of such termination, suspension, amendment or variation.

Services covered by this contract

The critical services provided by the Coal Authority and our delivery partners manage legacy mining assets and the whole lifecycle of mine water from monitoring the levels and composition underground to designing and building suitable schemes and then operating them until refurbishment or decommissioning is required:



We have a dedicated Environment Department that manages the data, design, build and operation of mine water treatment schemes, who collaborate with the Innovation Department for projects involving by-products of the treatment process.

Several departments within the Coal Authority offer cross-functional support for the service provided including the Property Team, Resilience Team and the Health, Safety and Well-being Team.

This contract opportunity is for the operation and maintenance of c80 Minewater Treatment Schemes (MWTs), 9 Subsidence Pumping Stations, 2 Gas fan vent stacks, 1 flood alleviation scheme and 700+ monitoring points and is one of our most critical contracts due to the services it delivers including:

Statutory Tests & Inspections	Maintaining Regulatory Compliance
Site Security	Management Oversight
Collection of Data readings of water flows and levels	Pumping Tests
Collection of water samples for laboratory analysis	Waste Management
Chemical Supply & Dosing management	Minor refurbishments
Landscaping	Pumping Tests (pilot / trials)
Cleaning and calibrating equipment	Incident Management
Equipment Supply & Storage	Equipment Installation

Procurement Approach and Lotting Structure

The contract will be procured in accordance with the Public Contract Regulations 2015 (PCR15), ensuring transparency, fairness and the equitable treatment of all participating entities.

The procurement will be undertaken using the open tender procedure, allowing all eligible and interested providers to submit their proposals.

Following market analysis and feedback from market engagement the opportunity will be offered across three lots to maximise the probability of the most beneficial outcome being delivered.

Lot 1 – South

Lot 2 – North

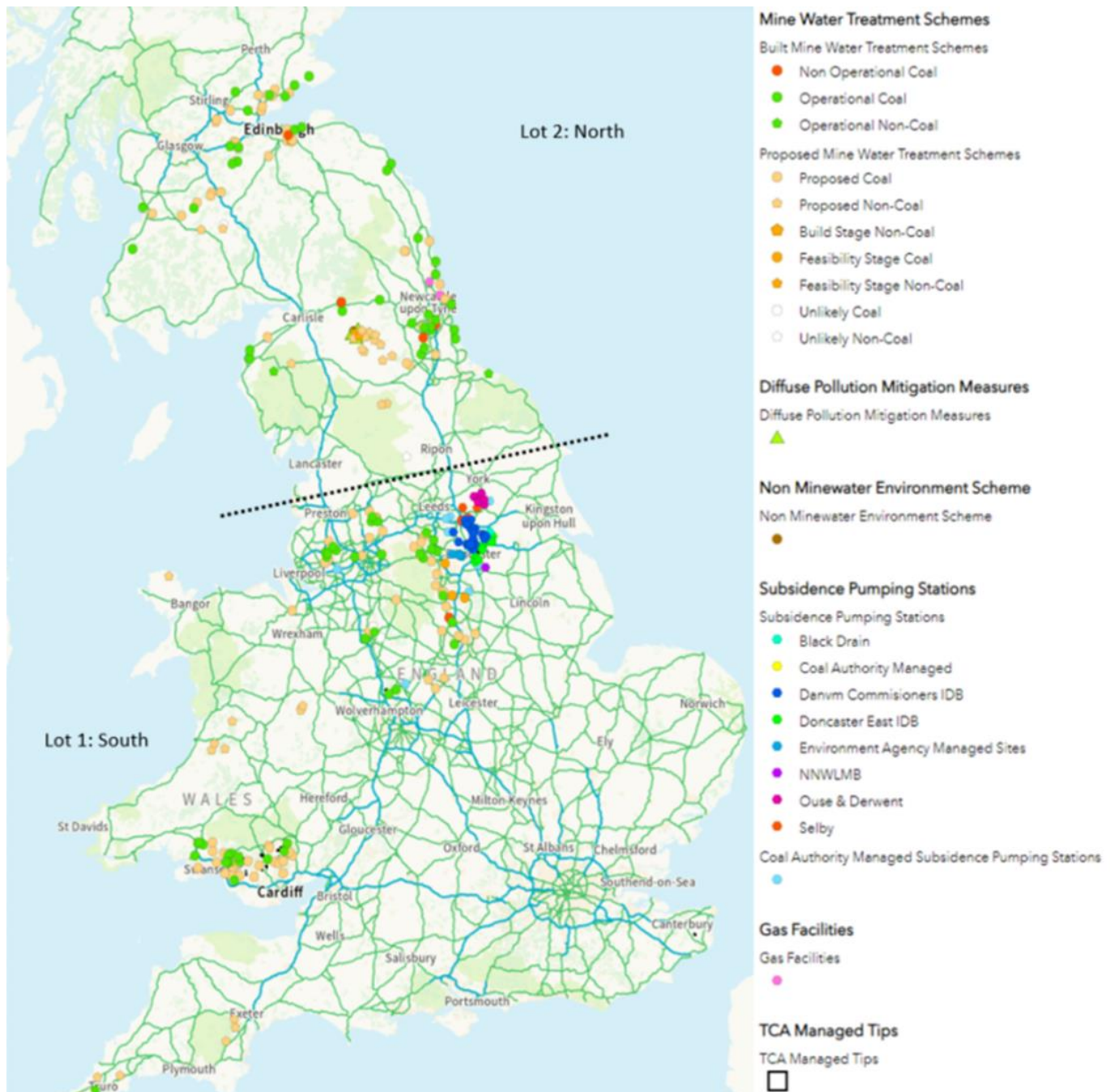
Lot 3 – National

Bidders will be invited to submit tenders for all lots and the tender assessment will determine whether best overall value will be achieved by awards separately to Lot 1 and 2 or alternatively a Lot 3 submission.

The Coal Authority reserve the right to award only the lots they deem appropriate for the service.

The map on the following page confirms the make-up of Lots 1 and 2. Full details are within Annex D, the Affected Property and represented the Power Bi report called Affected Property Matrix.

Lot 3 comprises of all assets and sites.



Site Visit

We will host an opportunity to visit sites typical in both regions, Lot 1 and Lot 2 to enable the interested parties to physically see a sample of the MWTS and legacy assets, which will also enable questions and clarifications to be captured, any questions raised on site will be documented and fed back through the procurement portal, InBye to all registered bidders.

These site visits will take place in May at the following locations, subject to change due to site conditions:

Date	Sites	Region
Tuesday 14 th May	Ratcliffe Grange SPS Bullhouse MWTS A Winning MWTS Mansfield Head office	Lot 1 Midlands
Wednesday 15 th May	Whitworth MWTS Yynysarwed MWTS Glyncastle MWTS	Lot 1 Wales
Wednesday 22 nd May	Michael PS Frances MWTS Pitfirrane MWTS Blindwells MWTS	Lot 2 Scotland
Thursday 23 rd May	Lynemouth MWTS Ridley Drift Gas Vent Dawdon MWTS Horden MWTS	Lot 2 North East

Parties interested in attending site visits must provide their own protective clothing including safety boots, hi-vis jackets, protective eye wear and gloves.

Parties must register their interest in attending these site by way of a message posted on the Authority's procurement portal InBye messaging facility.

Interested parties should provide the following information when registering their interest in these site visits

- **Names and contact details (email and phone) of all individuals wishing to attend**
- **Confirmation of which site visits you wish to attend**

You must notify us of your interest in attending site visits no later than 1700hrs (BST) on 7 May 2024

To minimise the carbon footprint of site visits and comply with access restraints on sites we hope to organise transport for interested parties from a specified single location for each day.

This will depend on the number of interested parties wishing to attend and will be confirmed one week before the visits commence.

Conditions of Contract

The chosen contract for the service is the NEC4 Term Service Contract.

This is viewed as most appropriate for the works required due to its widespread use within the market, its clear goals of mutual trust and co-operation, our experience of managing the contracts and the standardisation of contracts across the Coal Authority.

All main Options A, C and E have been selected as available to be used on this contract. Main Option C will be used for the majority of the service with option E being used for items where we think the pricing risk sits more appropriately with us. This includes chemicals, disposal of sludge and reed bed matter and laboratory analysis costs.

Our approach to pricing and the contractor's share calculation is to:

- share efficiencies and savings equally
- protect the contractor from the risk of fluctuating prices on the most volatile expenses
- protect the Authority from significant over-spends due to our funding constraints.

Key Persons have been identified within the Scope, we understand the role titles may be different within organisations, we also acknowledge that the responsibilities described against each role may be delivered by or allocated to different roles than we have stipulated. The bidders should present how the responsibilities will be allocated if different to this in their response to the tender question. The Scope can be amended if required to reflect the correct role name and responsibility for the successful bidder.

Programme for delivery

Phase	Process	Date
Tender	Invitation to Tender published	25 April 2024
	Site visits – Please see site visit details above	13-23 May 2024
	Deadline for queries	25 July 2024
	Tender closing date	8 August 2024
Assessment	Selection Criteria / Scoring Completed	December 2024

Approval	Approval by Coal Authority Board of Directors	February 2025
	Approval by DESNZ, Projects & Investment Committee, Cabinet Office & HM Treasury *	July 2025
Award	Award notification*	August 2025
	Standstill period ends*	September 2025
	Execution of new contract(s)*	September 2025
	Contract(s) Mobilisation Commences	1 January 2026
	Contract(s) Service Commencement	1 July 2026

* Any changes will be notified as appropriate throughout the procurement process.

Procurement procedure / Tender Return

When evaluating tenders the Coal Authority endeavours to deliver a straightforward and uncomplicated evaluation process to assist bidders and the evaluation team.

The procurement will be an open procedure, single stage tender, without a pre-qualification.

The evaluation will be split between minimum compliance requirements with a pass / fail result and scored questions relating to quality and technical delivery capabilities, social value and sustainability approach and price for delivering the service.

The compliance requirements will be reviewed initially, with bids that pass the requirements progressing to scored evaluation.

Our intention is to provide suppliers with information in order for them to assess if they meet the minimum requirements so they can assess their eligibility.

Each bid is reviewed for each lot following the process outlined below:



Stage	Evaluation
1. Compliance	Each completed Standard Supplier Questionnaire is reviewed with each question given a Pass/Fail score. Bids that have failed to meet the requirements will not be progressed to the next stage.
2. Technical	Each technical question completed is reviewed by the subject matter experts and scored independently of each other. A score between 0 and 5 is allocated. This score is multiplied by the weighting for that question to produce an overall Quality Score out of 600 points.
3. Commercial	Each price submitted for each commercial criteria is weighted and then added together to give an overall tender price. Any Abnormally Low Tenders (ALT's) are reviewed.
4. Evaluation Score	The Tender Price is divided by the Quality Score to produce a price per quality point. The Lowest PPQP is the recommended supplier for each lot to be compared.
5. Lot Comparison	The Lowest PPQP from lot 1 and the lowest from lot 2 will have their quality scores multiplied by 40% & 60% retrospectively and added together to produce an overall quality score. Their bid prices will be added together and divided by the combined quality score. This PPQP is compared with lot 3.
6. Moderation	All scores and calculations are reviewed and moderated as per Coal Authority standard process which is compliant with Public Contract Regulations.
7. Small Margin of Victory and Tie Breaks	<p>Where leading PPQP scores differ by 0.50% or less, a review will be undertaken by senior stakeholders within the Authority to assure the outcome.</p> <p>A tie breaker review will be completed if identical scores manifest.</p> <p>Calculation of PPQP will be made to £x.xx with rounding up applying if the third digit after the point is 5 or above and rounding down if below 5.</p> <p>Should a tie occur the submission with the first highest comparable score when the responses to these questions are compared in the order defined below will be deemed successful</p> <p>Contractor Plan – Operations</p> <p>If still tied then</p> <p>Contractor Plan – Data</p> <p>If still tied then</p> <p>Social Value</p> <p>If still tied then</p> <p>H&S</p> <p>If still tied then</p>

	Mobilisation Plan If still tied then Contractor Plan - Project Delivery If still tied then Supply Chain Health – Operations If still tied then Supply Chain Health – Data If still tied then Sustainability If still tied then Risk Management
8. Award Recommendation	The lowest PPQP combined bid for lot 1 plus lot 2 is compared to the lowest PPQP for lot 3 and the overall lowest will be recommended for the contract award.

Tender assessment selection criteria

The evaluation criteria will be the same across all 3 lots, suppliers will only need to complete the compliance criteria via the supplier questionnaire on InBye once for it to be valid on all lots they are bidding for with the exception of 'Financial and Economic Standing' which has varied thresholds to indicate the risk of suppliers' financial failure, for example the turnover ratio is to assume a contract value of £10m for lot 3, £4m for lot 1 and £6m for lot 2.

The technical criteria will ask the same questions of the bidders but answers should be regional in their approach as each region has a specific asset register and associated risk allocation. The lots are delivering the same service but on different assets, the assets are very similar in nature though and therefore the same questions are appropriate.

The tender submissions will be assessed in accordance with selection criteria.

The table below shows the quality points available and the weighting of the commercial criteria.

Compliance	1 - Information & Bidding Model 2 - Grounds for mandatory exclusion 3 - Exclusion for mandatory and discretionary grounds 4 - Grounds for Discretionary Exclusion 5 - Economic and Financial Standing 6 - Technical and Professional Ability 7 - Additional Questions 8 - Previous Suppliers' Performance	Pass/Fail
Quality / Technical	1. Contractor Plan – Ops 2. Contractor Plan – Data Collections 3. Contractor Project Delivery 4. Supply Chain health and suitability - Ops 5. Supply Chain health and suitability - Laboratory 6. Risk management and mitigation - Ops 7. Experience and Qualifications of Key People 8. Mobilisation Plan 9. Health & Safety 10. Corporate Culture Total Quality & Technical	20 20 10 9 9 5 3 10 12 2 100
Strategic Alignment	Strategic Alignment - Sustainability Strategic Alignment - Social Value Total Strategic Alignment	5 15 20
Total Quality		120
Price	1. Contractors PPM Plan - Direct Labour + Supplies 2. Project Delivery Cost 3. Fees - Split between options (PPM + Project) 4. Management Costs 5. Mobilisation Costs Total Price	35% 25% 20% 15% 5% 100%

Scoring Criteria

Scoring questions are identified within the tender and the table below provides a summary of the scoring to be applied.

Score categories	Meaning	Scores
Adds value	Response demonstrates that as well as meeting requirements in all respects, the response is comprehensive and supported by relevant evidence, which is innovative and exceeds expectations, including a full description of techniques and measurements employed that benefit and adds value for the Coal Authority.	5

Score categories	Meaning	Scores
Meets Requirements	Good response provided which meets the requirements of the question and demonstrates how they will be delivered in all aspects to an acceptable standard.	4
Minor reservations	Satisfactory response provided which demonstrates the tenderer has the ability to meet the requirements but there are some minor reservations identified by the assessment panel.	3
Significant reservations	Response demonstrates the tenderer has the ability to partially meet the requirement, but with deficiencies apparent and generating significant concerns about the approach or solution proposed.	2
Unacceptable	Response fails to evidence how the submission will meet requirements either because no proposals are submitted in response to the question or the evaluation panel consider that the submission fails to demonstrate or provide evidence of how the requirements will be delivered or the answer provided does not relate to the question posed.	0

Each question will be individually assessed. **The Coal Authority reserves the right to deem any submission scoring a 0 or 2 for any scored question as non – compliant and as such may be excluded from consideration.**

It is essential that questions are answered fully, failure to do this may prevent The Authority's evaluation from being properly completed, and hence may lead to exclusion from this tender competition.

Compliance and Technical assessment

Bidders will complete the standard compliance questionnaire and technical questions posed through InBye, see further information below in Notes for Completing the Questionnaire and Guidelines.

Supporting documentation for these questions, considering any limitation on length, should be uploaded into InBye with the bidders responses where required.

Please ensure that all questions are completed in full, and in the format requested.

Failure to do so may result in your submission being disqualified. If the question does not apply to you, please clearly state 'N/A' either by way of an attachment or by the completion of a free text box as appropriate.

Commercial Assessment

The tender documentation will be provided to registered, interested parties through our procurement portal, InBye.

The pricing schedule in Annex C is a large excel file containing all aspects of the service that must be priced for tender submission, it will become the Price List.

Bidders must complete all relevant sections, usually indicated by green highlighting within the file. The same pricing schedule is used for all lots with bidders indicating which lot they are submitting their tender for. The schedule will calculate the bid price.

Bidders must not change any formulas or existing data in the file. Any errors or anomalies should be sent to the Procurement Business Partner through a clarification message on InBye.

Your submitted tender rates and prices must be exclusive of value added tax.

Bidders are required to estimate the duration in hours or minutes as defined within the pricing schedule, required to complete each task. They are also required to enter which labour resource (Assumed Role) they will specify to complete each task. Additional labour resources can be added to the table in the Price List tab. Assumptions have been made on frequencies and tasks for some of the services to enable consistency across the tender submissions.

The pricing schedule calculates the bid prices based on the fee percentages the bidder has included for each option, the fees can be the same or different.

We are in our infancy in embarking on an asset management strategy, we believe the successful bidder will partner with us to assist the step change required by capturing accurate asset information to enable us to make investment decisions based on asset condition, quality and risk. As we develop this information, the frequency of maintenance activities should realign to provide optimum operational performance. Between the launch of the tender opportunity and the Mobilisation Period we plan to develop our information base further, for example landscaping plans will transform from their current desktop based assessment to an actual accurate plan for each site.

The Affected Property Matrix is an interactive display of the Affected Property included in Annex D. It is presented through Power Bi. Interested Parties can change criteria within the matrix to display relevant information to assist their knowledge of the sites and assets.

The desktop version of Power Bi is required for this functionality.

Additional Supporting Information

The following information is available to support bidders understanding of the service required under this tender.

1. Expected number of Task Orders

The additional services instructed as Task Orders will vary over the service period and is dependent on asset condition, funding and prioritisation of risk. Task Orders will include, but not limited to:

- MEICA asset replacement for example, pumps, loggers
- Civil refurbishment for example steps and access paths
- Reed Bed refurbishment
- Reed bed cutting
- Pumping tests
- Emergency interventions
- Commercial opportunities

Works and services that are issued via Task Orders are not exclusive to the contract. The number of Task Orders has previously averaged around 300 per year for lot 3 and the value has averaged £10 million. The previous averages are not necessarily indications of future Task Orders as the methodology of asset management has changed.

2. Expected Growth

The Coal Authority works with their partners and the regulators using the data collected through this contract to help prioritise the next treatment schemes required and asset refurbishment.

Our coal programme currently has a pipeline of 25 new schemes over the next 15 years, some of which will protect aquifers and they have a higher possibility of achieving the benefits required to mitigate their whole life costs, others are less likely to proceed to construction and all are subject to funding and regulator approval.

DEFRA have an objective to build 40 new mine water treatment schemes in the next 15 years. NRW and Welsh government are examining 80 potential mine water interventions, we hope to position ourselves to be the operator for the majority of these sites. They are not guaranteed but there is potential for this contract to include services for those schemes in the future.

3. FOIA Request

The contractor will be required to respond to requests made under the Freedom of Information Act 2000. Historically there have been very few that have required contractor support, an estimation of 2-3 a year would be reasonable.

4. Call-Outs

The service requires a 24/7 operator in order to respond to incidents on the Affected Property. We have assessed the risk across our sites and stipulated a time frame in which we expect incidents to be responded to within normal working hours and outside of these hours in the Service Level Agreement. We have also limited the expected number of employees on standby for out of hours service to be two per lot, with one being a licensed operator and one being an area manager. The number of incidents and criticality of them has been balanced with the affordability of this service.

The bidders are to supply their solution to the processing of call-outs out of hours. The solutions could vary from a centralised call-centre to a shared stand-by mobile phone number.

Out of hour call-outs will usually be received by us through our hazard line, our duty officer then proceeds with an initial desktop investigation and if required allocates the call to the appropriate person. The contractor will receive calls from the duty officer when it involves mine water or an asset in the Affect Property. In previous years there was an average of 20 calls directed to the contractor that required a response.

5. Reactive Works

We have allocated £300k a year to the contractor for them to proceed with small works or services required on sites that they believe are required. This is limited to £5,000 per task and £25,000 per month. We want the contractor to be able to quickly repair items on site without the need for compensation events or task orders as these take a certain amount of time and administrative burden.

Submission of tender

Your tender should remain valid for acceptance for the entire tender and assessment period without qualification or amendment.

Please read and understand the pricing mechanism we will apply to submitted prices prior to adoption in January 2026 which can be found with clause X1 and Contract Data section 5.

Tenders will not be accepted after the tender closing date and time.

Failure to comply with the provisions of these instructions or to complete the tender document in full and without alteration may also result in the disqualification of your tender.

Your submitted tender rates and prices must be exclusive of value added tax.

Confirmation of award and Standstill Period

The tender process includes a confirmation of award phase, during which the selected proposal will be identified.

As per the requirements of the Public Contract Regulations (2015) all parties who have made a submission will be informed by way of a letter delivered through the procurement portal InBye of the outcome of the tender, the scores allocated to their submission(s) through the evaluation process, narrative feedback on their submission(s) and, if relevant, comparative feedback with the winning bidder(s) that includes the characteristics and relative advantages of the successful bid(s).

Following the provision of these feedback letters to all parties we will observe a ten day standstill period, compliant with the requirements of the Public Contract Regs (2015)

Potential Supplier Information and Exclusion Grounds

This is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion¹. We will perform due diligence on these areas prior to award.

If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds.

Consequently we require all the organisations that you will rely on to provide a completed statement.

¹ For the list of exclusion please see

https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf

For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the tender criteria.

This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the tender criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

Consequences of misrepresentation

If you misrepresent any factual information in filling in the tender documentation and so induce an authority to enter into a contract, there may be significant consequences.

You may be excluded from the procurement procedure, and from bidding for other contracts for three years.

If a contract has been entered into you may be sued for damages and the contract may be rescinded.

If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

Notes for completing the questionnaire

The “authority” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.

“You” / “Your” refers to the potential supplier completing this tender documentation i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

The authority recognises that arrangements set out in the supplier information section, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date.

The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed update is submitted for any new organisation relied on to meet the tender criteria. The authority will make a revised assessment of the submission based on the updated information.

If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors

Guidelines

The questionnaire should be completed by a partner/director/senior manager.

Please answer each question fully. We stress the value and importance of substantiating answers with supporting documentation when requested.

The questionnaire should be completed accurately, if successful this document will form part of the contract.

The response and supporting documents must relate specifically to the organisations policy and arrangements.

Organisations that have or are providing services to the Coal Authority must provide full details as requested and not just refer to the Coal Authority or reply on any prior perceived knowledge.

Appendices in the form of attachments are either requested for the response to a specific question or can be included in the Supporting Documentation area within the questionnaire but where included must be clearly labelled and cross referenced to the question number to ensure the information supplied can be assessed in full.

Confirmation of award and Standstill Period

The tender process includes a confirmation of award phase, during which the selected proposal will be identified.

As per the requirements of the Public Contract Regulations (2015) all parties who have made a submission will be informed by way of a letter delivered through the procurement portal InBye of the outcome of the tender, the scores allocated to their submission(s) through the evaluation process, narrative feedback on their submission(s) and, if relevant, comparative feedback with the winning bidder(s) that includes the characteristics and relative advantages of the successful bid(s).

Following the provision of these feedback letters to all parties we will observe a ten day standstill period, compliant with the requirements of the Public Contract Regs (2015).

Acceptance procedure

We do not bind ourselves to accept your tender and will not be responsible for, nor pay for, any expenses or losses which may be incurred by you in the preparation of your tender.

No tender shall be deemed to have been accepted unless such acceptance has been notified in writing to the tenderer.

Whether or not your tender is accepted, you must treat the details of all tender documents as private and confidential. If you decide not to submit a tender, you must reply that you wish to reject the tender and provide a comment why.

If you require clarification then a query through the online messaging facility should be submitted.

Declaration

We declare that this is a bona fide tender, intended to be competitive, and that we 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.

We also declare that we have not done and we undertake that we will not do at any time before the returnable date for this tender any of the following acts:-

- (a) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender
- (b) enter 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

- (c) offer, pay or give or agree to pay or 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 this declaration 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 and Transparency guidance

The Freedom of Information Act 2000 came into force and has created a general right of access to information held by public authorities, which includes the Coal Authority.

We therefore, draw to your attention that we could receive requests for the release of information contained within documentation and correspondence, and we will disclose information in accordance with the legislation.

In accordance with the Government's Transparency Agenda the following information will be published on-line:

- All tender documents for contracts over £25,000
- All contracts over £25,000

Only limited exemption and redaction of information will be eligible which will need to satisfy Freedom of Information Act principles.

Please visit the Coal Authority's website (gov.uk/coalauthority), data.gov.uk, www.gov.uk/contracts-finder to see examples of information being published and find out more.

The publication of information may incorporate but is not limited to the following documentation/information. This will cover potential contract extensions and additional orders against a contract.

Contracts: contract, specification, terms and conditions, schedules and pricing – issued by both the tenderer and the Coal Authority.

Tenders: invitation to tender, specification, terms and conditions, prequalification questionnaires - issued by the Coal Authority.

Spending: summary of invoice information in relation to payments made and includes invoice values – submitted by suppliers.

Countering Fraud

In keeping with our Counter Fraud vision; “Working together to find and stop fraud”, we have a fraud reporting tool which can be accessed via our public facing website –

[Fraud Reporting - Coal Authority \(groundstability.com\)](https://groundstability.com)

Should you be successful in contracting with the Coal Authority, we encourage you to share this with your teams that are working on those contracts.