

# INVITATION TO TENDER



**South Tees  
Site Company**

## **C3 Outfall Tidal Gates**

**TENDER REFERENCE: STSC-SS-0044**

**Tender Issue Date: 07/09/2017**

**Tender Return Date: 25/09/2017**

**South Tees Site Company Limited  
Procurement Department  
Teesside Management Offices  
Redcar  
TS10 5QW**

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## 1. Introduction

South Tees Site Company Limited (STSC) have been appointed to maintain the safety of the Redcar site (formally SSI Steel).

South Tees Site Company is a Government owned Company that is part of the BEIS (Business, Energy & Industrial Strategy) Department.

## 2. Indicative Timetable

The anticipated timetable for this tender exercise is as follows. STSC reserves the right to vary this timetable. Any variations will be published on contracts finder or circulated to all organisations who have registered an interest in notifications.

<b>Tender Timeline</b>	<b>Date</b>
Advert and full invitation to tender issued	07/09/2017
Mandatory Site Visit	13/09/2017 1pm
Deadline for questions relating to the tender	19/09/2017 2pm
Responses to questions published	21/09/2017
Deadline for receipt of tender	25/09/2017 4pm
All suppliers informed of outcome	
Contract award on signature by both parties	02/10/2017
Contract start date	TBC

The contract is to be for the period of the specified job unless terminated or extended by the Authority in accordance with the terms of the contract.

## 3. Procedure for Submitting Tenders

The maximum page limit for tenders is 6 pages (excluding declarations).

Please send your proposal clearly marked as "TENDER" and include the Tender Reference Number e.g. STSC-XX-XXXX **before** the deadline of 4pm on 25 September 2017 to Procurement via email [procurement@stscld.co.uk](mailto:procurement@stscld.co.uk)

For questions regarding the procurement process please contact [procurement@stscld.co.uk](mailto:procurement@stscld.co.uk).

Tenders will be received up to the time and date stated. Please ensure that your tender is delivered no later than the appointed time on the appointed date. STSC does not undertake to consider tenders received after that time. STSC requires tenders to remain valid for a period indicated in the specification of requirements.

STSC shall have the right to disqualify a bidder from the procurement if they fail to fully complete their response, or do not return all of the fully completed documentation and declarations requested in this ITT. STSC shall also have the right to disqualify you if it later becomes aware of any omission or misrepresentation in your response to any question within this invitation to tender. If you require further information concerning the tender process, or the nature of the proposed email [procurement@stscld.co.uk](mailto:procurement@stscld.co.uk). All questions should be submitted by 2pm on 19 September 2017; questions submitted after this date may not be answered. Should questions arise during the tendering period, which in our judgement are of material significance, we will publish these questions with our formal reply by the end of 21 September 2017 on Contracts Finder. All contractors 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.

You will not be entitled to claim from STSC any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

#### **4. Evaluation of Responses**

The tender process will be conducted to ensure that bids are evaluated fairly and transparently, in accordance with agreed assessment criteria. Further details are provided in the specification.

There will be an overall 60/40 cost/quality weighting on the evaluation.

Tenders will be evaluated using criteria shown in the Price/Quality Evaluation Criteria Section.

#### **5. Terms and Conditions applying to this Invitation to Tender**

The Terms and Conditions published with this invitation to tender on Contracts Finder will apply to this contract.

These can be downloaded from Contracts Finder.

#### **6. Further Instructions to Contractors**

STSC reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by 21 September 2017. Where amendments are significant, STSC may at its discretion extend the deadline for receipt of tenders.

STSC reserves the right to withdraw this contract opportunity without notice and will not be liable for any costs incurred by contractors during any stage of the process. Contractors 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. By issuing this invitation STSC is not bound in any way and does not have to accept the lowest or any tender and reserves the right to accept a portion of any tender unless the tenderer expressly stipulates otherwise in their tender.

#### **7. Documents to be Submitted**

<b>Requirement</b>	<b>Assessment</b>
Declaration 1: Statement of non-collusion	Pass/Fail
Declaration 2: Form of Tender	Pass/Fail
Declaration 3: Conflict of Interest	Pass/Fail
Declaration 4: Questions for Tenderers	Pass/Fail
Pricing Schedule	Quantitative
Response to Quality Assessment Questions	Qualitative

#### **8. Job Background**

The purpose of these works is to return the C3 outfall tidal gates back to working order whilst removing sand and silt and materials within the outfall tunnels, from the north wall of the tunnels structure and from the water bed on both sides of the tunnels structure running north and south to a distance of 12 feet and to the banks of the water course (east/west) to a depth of 12 inches below the base of the tunnels. (See fig's 1- 3) The tunnels are c. 5.5m in length and have a diameter of 1.4m. The total area of water bed that requires materials removed is c. 64m<sup>2</sup>. (area 1 and 2)

## 9. Scope

The main contractor will be responsible for sub-contractor approval and competency checks for all non STSC personnel working on the project. These will include a crane driver, slingers, personnel entering the water course and outfall tunnels for the purpose of removing silt and materials. The main contractor will be responsible for crane hire, lifting plans, lifting equipment, removal and refitting of the tidal gates, removal of silt and materials from the outfall tunnels and water course as described previously. They will be responsible for the disposal of this material into bunds that will be built locally close to the extraction points. These bunds will be built by STSC, once dried this material will also be removed by STSC.

Each tidal gate will be lifted from its position using a crane and placed on transport provided by STSC; each tidal gate will be taken away for refurbishment and returned for lifting and re-fitting. Before each tidal gate is lifted, x 4 pins and associated hinges will have to be removed, when replacing the tidal gates these pins and hinges will be replaced. Note: all pins and hinges will have been renewed prior to these works being carried out.

Once a tidal gate has been removed, the removal of silt and materials from the associated tunnel structure, the north wall of the associated tunnel structure, and the water bed to the aforementioned measurements will take place.

When the silt and materials have been removed and the tidal gate overhauled and brought back to the site, the tidal gate should be re-fitted, there should no attempt to refit the tidal gate before the cleaning of the area is complete.

Note: only one tidal gate should be removed at any one time and the first tidal gate to be removed must be the one furthest west.

## 10. Drawings & Specifications

- Tidal sluices sections
- Tidal sluices sections 2
- Tidal sluices plan view
- Tidal gate dimensions

## 11. Standards

N/A

## 12. Site Visit

A site visit is recommended for this work.

Date: Wednesday 13 September 2017

Time: 1pm

Site Host: Damian Havelock

You will be required to complete a site induction, this will take around 30 minutes, please make time for the induction.

## 13. Health & Safety

South Tees Site Company Ltd is a top tier COMAH site and as such, is heavily regulated. All contractors and sub-contractors are required to complete the VA01 contractor approval form and return with required documentary evidence (including relevant insurances, ISO and training certificates as are appropriate), in order to be added to the approved contractor register.

Note: the below documents are for information at this stage, the successful contractor will be required to complete on award of the contract.



Contractor Approval  
Form VA01.doc



Contractor Approval  
Guidelines VA01.xlsx



Contractor  
Information Presenta

## 14. Budget

The budget for this project is £10,000 to £25,000 excluding VAT.

Contractors should provide a full and detailed breakdown of costs (including options where appropriate). This should include staff (and day rate) allocated to specific tasks.

In submitting full tenders, contractors confirm in writing that the price offered will be held for a minimum of 60 calendar days from the date of submission. Any payment conditions applicable to the prime contractor must also be replicated with sub-contractors.

STSC aims to pay all correctly submitted invoices within 30 days in line with standard terms and conditions of contract.

## 15. Price/Quality Evaluation Criteria

The weighting for each criterion is presented in brackets

### Price 60 Points

This includes the 'Tender Total'. The number of points will be awarded such that the lowest tender receives 60 points, the others will receive points based on their percentage above the lowest tender.

Example

Lowest Tender Total: £15k – 60 Points

Next Lowest Tender: £18k –  $(15/18 \times 60)$  – 50 Points

Next Lowest tender: £22k –  $(15/22 \times 60)$  – 41 Points

### Pricing Schedule

Please provide a fixed lump sum price for this scope of work broken down into the elements below as required (but not exclusive to the tender).

Item	Description	Total
1	Materials	£
2	Shop Fabrication	£
3	Site Labour and Supervision	£
4	Project Management	£
5	Plant and Equipment	£
6	Craneage	£
7	Painting	£
8	Transport	£
9	Testing	£
10	NDT	£
11	Civils	£
12	Scaffolding	£
13	QA/QC	£
14	Site Establishment	£
	Total	£

If the work involves a labour element on site please supply a rate breakdown of each trade included in the quotation.

## Quality 40 Points

### Methodology –30%

Please provide a comprehensive methodology of how you will meet the requirement set out in the specification (maximum 1 side of A4). Please include a preliminary programme (1 side of A4)

On award you will need to provide:

- Risk assessments for all tasks to be undertaken
- A method statement
- Lift plans
- A rescue plan

*Bidder guidance – The bidder should detail clearly how their bid will meet the requirement including (but not limited to) details of approach taken, the stages of development and the key considerations.*

### Evidence of delivering similar projects – complex contract negotiation: 10%

Please provide details of a minimum three and maximum five similar projects your company has been engaged in (maximum 3 side of A4).

*Bidder guidance – The bidder is required to outline key challenges faced and how these were overcome, any lessons learned, and how you will utilise these experiences to add value in the realisation of STSC's commission objectives.*

### Scoring Methodology

0	The Question is not answered or the response is completely unacceptable.
10	Extremely poor response – they have completely missed the point of the question.
20	Very poor response and not wholly acceptable. Requires major revision to the response to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed.
40	Poor response only partially satisfying the selection question requirements with deficiencies apparent. Some useful evidence provided but response falls well short of expectations. Low probability of being a capable supplier.
60	Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire.
80	Good response which describes their capabilities in detail which provides high levels of assurance consistent with a quality provider. The response includes a full description of techniques and measurements currently employed.
100	Response is exceptional and clearly demonstrates they are capable of meeting the requirement. No significant weaknesses noted. The response is compelling in its description of techniques and measurements currently employed, providing full assurance consistent with a quality provider.

Where an evaluation criterion is worth 10% then the 0-100 score achieved will be multiplied by 10.

**Example** if a Bidder scores 60 from the available 100 points this will equate to 6% by using the following calculation: Score/Total Points available multiplied by 10 ( $60/100 \times 10 = 6$ )

## **16. Procurement**

All communication relating to this tender must be made via the Procurement Team.

Email: [procurement@stscltd.co.uk](mailto:procurement@stscltd.co.uk)

Please use this email address to:

- Confirm the Tenderer intends to submit a tender.
- Raise any questions during the tender period.
- Return the completed tender.

**Declaration 1: Statement of non-collusion**

To: South Tees Site Company Limited

1. We recognise that the essence of competitive tendering is that STSC will receive a bona fide competitive tender from all persons tendering. We therefore certify that this is a bona fide tender and that we have not fixed or adjusted the amount of the tender or our rates and prices included therein by or in accordance with any agreement or arrangement with any other person.

2. We also certify that we have not done and undertake not to do at any time before the hour and date specified for the return of this tender any of the following acts:

- a) communicate to any person other than STSC the amount or approximate amount of our proposed tender, except where the disclosure, in confidence, of the approximate amount is necessary to obtain any insurance premium quotation required for the preparation of the tender;
- b) enter into any agreement or arrangement with any other person that he shall refrain from submitting a tender or as to the amount included in the tender;
- c) offer or pay or give or agree to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person doing or having done or causing or having caused to be done, in relation to any other actual or proposed tender for the contract any act, omission or thing of the kind described above.

3. In this certificate, the word "person" shall include any person, body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such information, formal or informal, whether legally binding or not.

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Date

**Declaration 2: Form of Tender**

To: South Tees Site Company Limited

- 1. Having considered the invitation to tender and all accompanying documents (including without limitation, the terms and conditions of contract and the Specification) we confirm that we are fully satisfied as to our experience and ability to deliver the goods/services in all respects in accordance with the requirements of this invitation to tender.
- 2. We hereby tender and undertake to provide and complete all the services required to be performed in accordance with the terms and conditions of contract and the Specification for the amount set out in the Pricing Schedule.
- 3. We agree that any insertion by us of any conditions qualifying this tender or any unauthorised alteration to any of the terms and conditions of contract made by us may result in the rejection of this tender.
- 4. We agree that this tender shall remain open to be accepted by STSC for 8 weeks from the date below.
- 5. We understand that if we are a subsidiary (within the meaning of section 1159 of (and schedule 6 to) the Companies Act 2006) if requested by the Authority we may be required to secure a Deed of Guarantee in favour of STSC from our holding company or ultimate holding company, as determined by STSC in their discretion.
- 6. We understand that STSC is not bound to accept the lowest or any tender it may receive.
- 7. We certify that this is a bona fide tender.

.....  
Signature (duly authorised on behalf of the tenderer)

.....  
Print name

.....  
On behalf of (organisation name)

.....  
Email address

.....  
Telephone Number

.....  
Date

**Declaration 3: Conflict of Interest**

I have nothing to declare with respect to any current or potential interest or conflict in relation to this tender (or any potential providers who may be subcontracted to deliver this work, their advisers or other related parties). By conflict of interest, I mean, anything which could be reasonably perceived to affect the impartiality of this tender, or to indicate a professional or personal interest in the outcomes from this tender.

Signed .....

Name .....

Position .....

**OR**

I wish to declare the following with respect to personal or professional interests related to relevant organisations\*;

X  
X

*Where a potential conflict of interest has been declared for an individual or organisation within a consortia, please clearly outline the role which this individual or organisation will play in the proposed project and how any conflict of interest has or will be mitigated.*

X  
X

Signed .....

Name .....

Position .....

Please complete this form and return this with your ITT documentation - Nil returns **are** required.

- \* These may include (but are not restricted to);
- A professional or personal interest in the outcome of this research
- For evaluation projects, a close working, governance, or commercial involvement in the project under evaluation
- Current or past employment with relevant organisations
- Payment (cash or other) received or likely to be received from relevant organisations for goods or services provided (Including consulting or advisory fees)
- Gifts or entertainment received from relevant organisations
- Shareholdings (excluding those within unit trusts, pension funds etc) in relevant organisations
- Close personal relationship or friendships with individuals employed by or otherwise closely associated with relevant organisations

***All of the above apply both to the individual signing this form and their close family / friends / partners etc.***

If your situation changes during the project in terms of interests or conflicts, you must notify the OGA straight away.

A DECLARATION OF INTEREST WILL NOT NECESSARILY MEAN THE INDIVIDUAL OR ORGANISATION CANNOT WORK ON THE PROJECT; BUT IT IS VITAL THAT ANY INTEREST OR CONFLICT IS DECLARED SO IT CAN BE CONSIDERED OPENLY.

#### Declaration 4: Questions for Tenderers

In some circumstances STSC is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

<b>Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?</b>	<b>Answer</b>
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA;	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;	
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	
(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;	
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;	
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or	
(ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006;	
(f) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;	
(g) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or	

(h)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or	
(i)	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.	