

**Invitation to tender**

Date: 30 March 2021

Dear Sir or Madam,

REF: LIFE19NAT/UK/964

TENDER FOR THE SUPPLY OF RSPB Titchwell Marsh Freshwater Habitats Project.

Period: August 2021 – October 2021

You are invited to tender, in competition with others, for the above services. It is essential that you familiarise yourself with the scope and obligations set out in these documents before tendering.

The following documents are enclosed and must be, where applicable, completed and signed on behalf of the supplier.

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| Document A | Instructions and information |
| Document B | RSPB: A Brief Introduction |
| Document C | Specification of Goods / Services |
| Document D | Company Information |
| Document E | Form of Offer |
| Document F | Terms and Conditions |
| Document G | Certificate of Bona Fide Offer |
| Appendix 1. | Freshmarsh Design |
| Appendix 2.  | Reedbed design |
| Appendix 3.  | Pre-construction Information Pack |
| Appendix 4.  | UXO report |

Your tender response should be uploaded to Contracts Finder by 5pm on the 20 April 2021

Only tenders submitted in accordance with the RSPB’s Terms and Conditions will be considered. Any tenders that are incomplete or received after the time indicated may be disregarded.

If you wish to discuss any aspect of this tender prior to tendering, please email lizzie.bruce@rspb.org.uk . Suppliers should ensure that their tenders are clear and concise and are advised that any approaches to the RSPB following the opening of tenders could lead to disqualification. If you do not wish to tender on this occasion please let us know, but do not forward the documents to another contractor as their tender would not be accepted.

Please contact lizzie.bruce@rspb.org.uk to arrange a site visit.

Yours faithfully

Lizzie Bruce

North West Norfolk Reserves Warden

RSPB

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|  | **Document A****Instructions and information** |
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1. This document is designed to be completed electronically. You are required to mark boxes, insert information or submit additional documentation in response to the questions herein. Whilst the text boxes should expand as you add text, if there is insufficient space for your response please attach a separate document clearly marked with the name of your Company, the reference number and the number(s) of the question(s) to which it relates. Please ‘sign’ this document by adding your name to the end of Document G.
2. If you are unable to comply with a request for information or provide documentation requested, then a written account explaining the absence of the information must accompany the return of this tender. Please be aware that the failure to respond to any of the questions, without a written reason, may result in a negative evaluation of that element within the overall evaluation of this questionnaire.
3. The RSPB may require supplementary information or clarification, or further evidence of the information given. The RSPB may wish to visit reference sites given as evidence of relevant experience.
4. The RSPB may request interviews with all or a selection of applicants or none. Applicants will be notified in due course. The ability of suppliers may also be determined by, amongst other factors, references, certification, site visits and ‘mystery shopping’.
5. Please answer the questions specifically for your company, NOT for the group if you are part of a group of companies. Please note the term “Company” refers to: Sole proprietor, partnership, incorporated company, co-operative, or voluntary organisation as appropriate.
6. During the term of this agreement and for 1 year thereafter, neither party shall solicit to work for it any person who is or was employed by the other party and who has been involved in the provision of the Services at any time during the preceding 12 months. For the avoidance of doubt, if a person who is or was employed by the other party at the relevant time responds to a publicly advertised recruitment campaign, the recruiting party shall not be deemed to have solicited that person from the other party. If either party is in breach of this it shall pay to the other party an amount equivalent to the gross salary paid by that other party to the relevant employee for the final 12 months of employment.
7. No charge will be made to the RSPB by applicants for any preparation costs accrued during the tender process, whether the applicant was successful or not.
8. You are invited to submit your best offer for the work as detailed below. The RSPB reserves the right to undertake post-tender negotiations.
9. It should be noted that in any formal contract that is subsequently entered into, reference will be made to the detailed information provided in the formal response to this tender document provided by the successful organisation. Thus answers and information given in your reply will become a binding part of the contractual relationship between yourselves and the RSPB.
10. Timetable

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| Invitation to Tender document sent out | 30 March 2021 |
| Tender documents to be returned  | 20April 2021 |
| Award of contract  | w/c 3 May 2021 |
| Start date  | 9 August 2021 |

1. The RSPB does not bind itself to accept the lowest or any Tender and reserves the right to accept part only of a Tender. RSPB reserves the right to procure individual elements of the required solution from one or more supplier as appropriate.

Whilst the RSPB aims to provide feedback on failed submissions this may not always be possible, and the RSPB is under no obligation to do so.

1. Tender Evaluation Process

Tenders that fail to meet essential requirements may be excluded from consideration.

The RSPB will evaluate and assess valid and complete tenders in accordance with the following criteria. The tenderers shall submit a quality statement and programme details outlining their proposed approach for delivery of the contract. The tenderer can include appendices containing information relating to their company procedures and as supporting evidence to their quality submission. The tenderer should also submit references for past projects of a similar nature.

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| **Criteria** | **Criteria description** |  **Weighting** |
| Experience and track record | Quality of past projects and references. | 15% |
| Compliance to Specification  | In reference to Document C includingresource and management structure. | 40% |
| Price | Overall price and accuracy in identifying quantities in bill of rates. | 30% |
| Safety, quality and environmental  | Safety management systems in place, including compliance with CDM. Environmental management systems and site-specific method statements.  | 15% |

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|  | **Document B****A Brief Introduction** |

For details on the RSPB’s challenges and achievements in the previous financial year please go to

<https://ww2.rspb.org.uk/about-the-rspb/about-us/how-we-are-run/annualreview/>

For details on the RSPB Mission please go to

<https://ww2.rspb.org.uk/about-the-rspb/about-us/our-mission/>

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|  | **Document C** **Specification** |

The successful supplier will supply a service to which the following points will apply:

Freshmarsh

Create three compartments within the existing 12ha freshwater lagoon to allow for dynamic water management to benefit breeding avocets, common terns and gull colony, passage waders and wintering wildfowl.

Freshwater Reedbed

Restore hydrological control to the freshwater reedbed to allow for dynamic water management to benefit associated wetland species and to create islands to encourage the colonisation of breeding spoonbills.

Planning permission including SSSI consent has been received.

The information below is a statement of minimum requirements and is not intended to limit creative or original thinking in the preparation of proposals.

GL = ground levels

**Freshmarsh**

Please refer to Appendix 1 for the Freshmarsh design.

1 New Bunds.

Bund 1: Creation of a 285m(approx.) central bund with a base width of approx. 20m, the batters are to be 1:25 on both sides to minimise wave action. The crest level of the bund will be 2.80GL .

Bund 2: Creation of 220m (approx.) bund with a base width of 20m. Batters are 1:25 on both sides to minimise wave action. The crest level of the bund will be 2.80 GL.

Material from both banks to be sourced from the Freshmarsh via the creation of shallow borrow pits adjacent to where the banks are to be formed.

To provide additional resistance to wave action install small sections of anti-erosion protection using locally sourced stone and geotextile.

The banks will taper at the ends to allow for the installation of water control structures.

2.       Creation of 10 new islands and reprofiling of existing island

Create 10 new islands within the Freshmarsh, the majority to be in the larger eastern section. The crest level of the islands would vary in height from 2.40 – 2.70 GL to benefit the different breeding requirements of avocets, gulls and common terns.

The islands will be irregular in shape. The eight in the E section vary from 10 x 5m to 20 x10m top areas giving a total top area of 1,050 sq m. In the SW section, the three islands total 300 sq m top area.

All islands have a 1:20 batter all round. Using the ground level, crest level and batters, the volume needed was calculated for each island; then, assuming a 0.5m excavation depth, the area of excavation was worked out as a 10m width for digger convenience by the required length. Borrow pits are to be kept away from the reed-edge because subsequent siltation in the pit would accelerate reed-spread.

The highest islands (2.70GL) are to be kept towards the east and lowest towards the west.

The large existing island in the eastern compartment requires subtle reprofiling. Ground Levels vary from 2.79 to 2.94. The island is presently about 3,500 sq m. Lower this island to 2.70 -2.90 GL.

3.      New ditches

Create a ditch to run alongside the eastern side of Bund 1 and on the northern edge of the eastern compartment.

The northern ditch will allow for water to flow from the new NW compartment out to the existing Tilting weir. A low bund will need to be created at the tilting weir to keep the ditch water separate from the eastern compartment.

The ditch that runs parallel to the central bund will have a predator fence installed by a separate contractor.

The ditches will be approximately 1m wide at the base and 3m wide at the top.

1. Water control structures

Installation of three water control structures within the new bunds to facilitate water movement between the new compartments. Pipes will be of 300mm diameter. They always need to be accessible, so will be located at the land end of the bunds.

1. Reed Removal

Due to encroaching reed onto the Freshmarsh, remove blocks of reed by scraping away the rhizomes.

**Freshwater Reedbed**

Please refer to Appendix 2 for the Freshwater Reedbed design

1. Raise Central bank

The central bank within the freshwater reedbed is to be raised by approx. 70cm to a new crest level of 4.30 GL. This bank is approximately 540m in length and a width of approx. 4m.

Material to be obtained by excavating a network of deep bays in C12 and C14 and the creation of additional channels within the Triangle compartment. This will supply about 3,500 cu m for the raised bank in C12 & C14. The mean carting distance is approx. 400 m as shown on the drawing.

It is believed that the C12 is pure grey clay >3m and in Patsy’s reedbed (created in 2010/11) gravelly-clay overlay pure clay. The type of material from the proposed excavation is uncertain.

An additional 70m of ‘New Bank’ will need to be created at the eastern end of this central bank, Access was limited and so there are no Ground Levels. Because of these uncertainties, the assumed GL is 3.00, the construction crest-level will be 4.50 (so 1.5m height), the base-width will be 11m, top width 5m, giving a CSA of 12 sq m which, with a 100m allowance for length, is about 1,200 cu m required.

1. Existing ditches

Clear out existing ditches within the reedbed; approx. 1600m with arisings place on adjacent banks. Ditches within unit 4 to be reshaped and reprofiled so that they are no longer straight.

Improve vehicle access from the Tank road through the southern edge of the Unit 4.

1. Spoonbill Islands

Create 5 - 6 islands with materials supplied from excavations in close proximity to the islands, approx. 5000cu m with a mean carting distance of 85m.

The islands will generally be horseshoe in shape to create sheltered edges where overtime scrub will develop and overhang the water.

1. Pool Extension (Unit 3)

Double the size of the existing pool by creating a new wet area, approx. 0.2ha on the western side of the existing pool through the removal of approx. 60m of bank. The material can be used to create new islands of varying crest level within this area. For additional material and to prevent areas of reed growth, pockets of deeper excavations can occur close to the new islands.

The crest levels of the new islands will vary in height, but all can be submerged when water levels are raised above 3.75 GL.

At the southern end of the compartment, reprofile an area for a potential new hide, approx. 20m x 15m

The western bank will require strengthening to allow for this compartment to connect with the borrow pits via a 450mm pipe.

Connect the Triangle compartment with Unit 3 by installing a 450mm pipe underneath a WWII concrete road. This needs to be a narrow trench and is subject to a minor amendment to the existing planning permission.

1. Water control structures

Installation of five new water control structures within the reedbed, pipes will be a minimum of 450mm. The final design of the water control structure is to be decided between the Project Team and appointed contractors.

1. Fen Hide Pool

Enlarge and reprofile the fen hide pool to create more structure within this area, reducing reed growth within the open water. Approx material to be removed is 600m3.

*Are you able to meet this specification in full? If so, please give details of previous experience and past projects below. If not please state, the details why.*

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| Specification met? Yes[ ]  /Part met [ ]  / No[ ]  (tick as appropriate)Details       |

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|  | **Document D****Company Information** |
| **1.0** | **General** |
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| **1.1** | **Registered Name**     **Trading Name (if different)** |
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| **1.2** | **Correspondence Details****Name of person applying on behalf of the company****Address:** **Telephone:****Mobile:****Email:** |
|  | **Registered office Address (if different from above)** |
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| **1.3** | **Company Registration No (if applicable)****VAT registration number (if applicable)** |
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| **1.5** | **Date company was founded (if a limited company, date of incorporation)** |
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| **1.6** | **Company structure and nature of company**Please outline the nature of the company, whether it is a partnership, sole trader, plc etc.      Is the company proposed as party to the contract part of a larger organisation? If so please explain the relationship between the various parts of the organisation, up to the ultimate holding company.     Current number of full time equivalent staff currently employed by the company (not larger parent company)      |
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| **1.7** | **Accreditation by / Membership of Trade Association(s)****Is your Company registered with any industry accreditation body? YES [ ]  NO[ ]** **If yes, please provide details:****Is your Company on any public sector Framework agreements? YES[ ]  NO[ ]** **If yes, please provide details:****Please state membership of any professional bodies/ other associations below:** |
| **1.8** | **Quality Assurance****Is all / part of your company ISO9001 Quality Assured? YES[ ]  NO [ ]** **Is all / part of your company ISO14001 Quality Assured? YES[ ]  NO [ ]** **If yes please provide copy of certification****Do you have any other Quality Assurance? If Yes, please summarise details below** |

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| **2.0** | **Financial & Business Probity** |
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| **2.1** | **Judgements etc.****Are there any judgements, claims or suits pending or outstanding against your company?** **Yes [ ]  No [ ]** If Yes, please provide full details**Has your company ever failed to complete a contract?** **Yes [ ]  No [ ]** If Yes, please provide full details |
| **2.2** | Please answer all of the following questions as they apply to your Company’s circumstances. Please confirm that:1) being a company, no resolution has been passed or Order of the Court made for the company’s winding up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has a receiver, manager or administrator on behalf of a creditor been appointed in respect of the company’s business or any part thereof, nor is it the subject of any proceedings for any of the above procedures, nor is it the subject of similar procedures under the law of any other state.**Confirmed [ ]  Not confirmed [ ]  Non-applicable** **[ ]** 2) being a partnership, it has not granted a trust deed or become otherwise apparently insolvent, or it is not the subject of a petition presented for sequestration of its estate.**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** 3) being an individual, you are not bankrupt, or have not had a receiving order or administration order made against you, or have not made a composition or arrangement or trust deed with or for the benefit of your creditors, or have not made any conveyance or assignment for the benefit of your creditors, or have not had a petition presented for sequestration of your estate or do not appear to be able to pay or to have no reasonable prospect of being able to pay a debt within the meaning of the Insolvency Act or any similar procedure under the law of any EC member state.**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** 4) no Directors, Partners, Associates or the Company Secretary have been involved in any Company which has been liquidated or gone into receivership.**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** 5) none of the Directors, Partners, Associates or the Company Secretary have been convicted of a criminal offence relating to the conduct of their business or profession.**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** 6) neither the Company nor any of the Directors, Partners, Associates or Company Secretary has committed an act of grave misconduct in the course of their business or profession.**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** 7) all obligations relating to the payment of taxes under the law of any part of the United Kingdom or the EC member state in which the Company is established has been fulfilled**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** 8) all obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or the EC member state in which the Company is established have been fulfilled.**Confirmed [ ]  Not confirmed [ ]  Non-applicable [ ]** If you have ticked **‘Not confirmed’** for any questions above please give details here      |

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| **2.3** | Please list the names of any Director, Partner, Associate or Company Secretary who have been employed by the RSPB, giving department and dates.Please give details of any Director, Partner, Associate or Company Secretary who have a relative who is employed by the RSPB at a senior level.     Please list the names of any Director, Partner, Associate or Company Secretary who have any involvement in other Companies who provide services to the RSPB     Is any work being undertaken or likely to be undertaken during the next three years by the Company or staff within it which could give rise to a conflict of interest through acting for third parties or otherwise? If yes, please explain the actual or likely circumstances and how such potential conflicts of interest would be handled.      |

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| **2.4** | **Insurances (please supply a scanned copy of each certificate)** |
|  |  | **Insurer** | **Policy No** | **Value of Cover** | **Expiry Date** |
|  | Employers Liability |       |       |       |       |
|  | Public Liability |       |       |       |       |
|  | Prof. Indemnity |       |       |       |       |
|  | All Risks (if applicable) |       |       |       |       |

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| **2.5** | **Has your company (or any building/project you have undertaken) won any awards, accolades or recognition?****YES [ ]  NO [ ]** If yes please provide full details.      |

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| **3.0** | **Health & Safety and Environment** |
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| **3.1** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of health & safety legislation?**YES** **[ ]  NO** **[ ]** If yes please provide full details. |
| **3.2** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of environmental legislation?**YES [ ]  NO [ ]** If yes please provide full details. |
| **3.3** | Has your company been served with any enforcement or prohibition notices or been prosecuted in the past 5 years for breaches of data protection legislation?**YES [ ]  NO [ ]** If yes please provide full details. |
| **3.4** | Have any restrictive clauses in relation to your company’s Employer’s Liability, Public Liability or Professional Indemnity Insurance policies been enforced in the last 5 years due to past Health & Safety performance?YES [ ]  NO [ ]  If yes please provide full details.       |

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|  | **Document E****Form of Offer** |

**Cost**

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| Cost for providing goods/services, as outlined in specifications (Document C) | £      + VAT |
| Cost for extra work for special events etc | £      /hour + VAT |

Please provide bill of quantities.

**Added Value**

As well as any charity rate that you may be able to offer, the RSPB is always open to corporate partnerships that deliver benefit to your organisation, the RSPB and nature. Working as part of your CSR agenda we can provide opportunities for fundraising, secondments, interns and volunteering, offering your staff both personal and career development opportunities. We also welcome all forms of gifts in kind as valuable contributions to our work to [Give Nature a Home.](http://homes.rspb.org.uk/)

Suppliers should provide details of any associated added value features/services/gifts in kind available to the RSPB under the terms of this Tender. (Attach separate document if needed).

Please note, added value donations will not be part of the criteria we use to decide on which supplier to choose.

**Proposed Project Team**

Please indicate personnel expected to carry out management and delivery of this contract with the RSPB and their areas of responsibility, including technical qualifications and details of experience. (Attach separate document if needed)

**Approach to the Project**

What would be your approach to this project (including methods, risk assessments, any management and control procedures, quality assurance, resources, environmental management and CDM etc.)? (Attach separate document if needed)

**References**

Suppliers are requested to provide details of two references from their existing clientele, supplying full name, address, telephone number, fax number, email address, contact name, period of Contract and the estimated annual value of the Contract. In supplying this information, Suppliers shall have granted the RSPB permission to seek such information as deemed necessary, in relation to the Suppliers performance with their nominated references.

Reference 1

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| Company Name |       |
| Address |       |
| Telephone No |       | Ext       |
| Email |       |
| Contact |       | Dates of work       |
| Nature of work done |       | Value of contract       |

Reference 2

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| Company Name |       |
| Address |       |
| Telephone No |       | Ext       |
| Email |       |
| Contact |       | Dates of work       |
| Nature of work done |       | Value of contract       |

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|  | **Document F****RSPB Terms and Conditions** |

The basis of the contractual agreement between RSPB and the applicant is detailed in the [‘RSPB Terms and Conditions of Purchase of Goods and Services’](https://www.rspb.org.uk/globalassets/downloads/about-us/rspb-and-rspb-sales-ltd--terms--conditions-of-purchase-of-goods-or-services_revised.pdf) – please click on this link to download. In applying for this tender you are explicitly agreeing to be bound by these Terms and Conditions for the duration of the contract. If you require any alterations to these Terms and Conditions please state your issues below. (Attach separate document if needed)

The RSPB expects that all suppliers it works with to adhere to certain ethical and environmental standards. Please download the [RSPB Ethical and Environmental Procurement Policy](https://www.rspb.org.uk/globalassets/downloads/documents/abouttherspb/rspb-ethical-and-environmental-procurement-policy.pdf) and tick this box if you agree to be bound by its terms and conditions  **[ ]**

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|  | **Document G** **Certificate of Bona Fide Offer** |

We certify that this offer is made in good faith, and that we have not fixed or adjusted the amount of the offer by or under or in accordance with any agreement of arrangement with any other person. We also certify that we have not, and we undertake that we will not:

1 a) communicate to any person other than the person inviting these offers the amount or approximate amount of the offer or proposed offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain insurance quotations required for the preparation of the offer;

b) enter into any agreement with any other person that he shall refrain from making an offer or as to the amount of any offer to be submitted;

2 pay, give or offer or agree to pay or to give any sum of money or other 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 offer or proposed offer for the goods/services any act or thing of the sort described in 1 a) or 1 b) above.

We acknowledge that if we acted or shall act in contravention of this certificate, the RSPB will be entitled to cancel the agreement and to recover from ourselves the amount of any loss and expense resulting from such cancellation.

I state that everything in this tender submission is truthful, that if found to be untruthful the RSPB can terminate any agreement between the RSPB and the company formed on the basis of this tender, and we will pay to the RSPB any loss or expenses the RSPB suffers as a result of such untruthfulness, whether an agreement is entered into or not.

In this certificate, the word “person” includes any persons and any body or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal, and whether legally binding or not.

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| Signed  |       |
| On behalf of |       |
| Date |       |

**Please note: a name added in an electronic document is functionally equivalent to a signature.**