



**St Helena
Government**

2016

**Instructions to Tenderers (ITT) for the
Provision of Geotechnical & Engineering
Design Consultancy Services for the
Construction of the R2 Road Project .**



St HELENA GOVERNMENT
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Contract No – ENRD – 000-52
Revision 01 - 17/01/2016



St Helena
Government

DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released for the Project.

PROJECT NAME : R2 Project 2016

DOCUMENT TITLE : *Instructions to Tenderers (ITT) for the Provision of Geotechnical & Engineering Design Consultancy Services for the Construction of the R2 Road Project .*

DOCUMENT No. : 2015/PSSC_ITT/ENRD - 00052

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

	Prepared by	Reviewed by	Approved by
REVISION 01 Date: 04/09/15	Name: B Hathway	Name: M Lockley	Name: A Berbotto
	Signature: 	1/2/2016	1/2/2016



Name of Project: **Geotechnical and Engineering
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Instructions to Tenderers



Preface

The Client is making these documents available to those interested in tendering for the Professional Services Contract identified in the Particulars. These documents must not be used for any other purpose.

The Client makes no representation, warranty, or undertaking in or in connection with these documents. The Client has not authorised anyone to make any representation in connection with these documents on its behalf, and Consultants should not rely on any representation purportedly made on the Client's behalf in connection with them. Neither the Client nor its officers, employees, or advisers will have any liability in connection with these documents. Consultants must make their own assessment of the adequacy, accuracy, and completeness of these documents.

The Client reserves the right not to proceed with the procurement process or any part of it and may terminate the process or any part of it at any time, with or without procuring the Works in another way. If this happens, neither the Client nor its officers, employees, or advisers will be liable to any Consultant or other person. The Client also reserves the right to change any part of these documents, including the procedures and time limits described in them. The Client does not bind itself to accept any outcome of the process described in these documents and is not obliged to enter into a contract for the Professional Services with anyone.

Neither the Client nor its officers, employees, or advisers have any responsibility for Consultants' costs or losses in connection with this competition. There will be no contract between any Consultant and the Client concerning the subject of these documents (except for the Consultant's irrevocable offer to be bound by its Tender for the period stated) unless and until the Contract has been entered by issue of a Letter of Acceptance or Tender Acceptance. These Instructions to Consultants will not be part of any Contract.

These documents are being made available on the terms stated in these Instructions to Consultants. They are not being distributed to the public, and have not been filed, registered, or approved in any jurisdiction. Possession or use of these documents contrary to any law is prohibited. Recipients must inform themselves of and observe all laws concerning the possession and use of these documents.

Recipients of these Instructions to Consultants must treat these documents, their Tenders, and their participation in this competition as confidential. They must not disclose any information about this competition to anyone other than as required for tendering purposes, or as required by law.

The Client is entitled to disclose information about this competition, including the identity of those expressing interest, to any person. If a Consultant considers that information in its Tender is commercially sensitive or confidential, this should be clearly stated, and clear and substantive reasons should be given. The Client will have regard to such a statement in considering a request for access to the information, but is not bound by the Consultant's view.

If a Consultant, or its personnel involved in this competition, or its management, or its proposed subcontractors (including Specialists), have or have had any other interest in or involvement in relation to the Works (including any involvement with the Client or any involvement with another Consultant's Tender), the Consultant must disclose this to the Client as soon as it becomes apparent to the Consultant. The Client will decide on the appropriate course of action.



T1 - Introduction

T1.1 – This Procedure

These documents set out the assessment criteria, the award criteria and the evaluation and award process which will be followed by the Client in making the assessment of which tender is the most economically advantageous. The documents also set out the information which must be supplied by Applicants. Tenders must be submitted in accordance with these Instructions. Any tenders not complying with these Instructions may be rejected by the Contracting Authority, whose decision in the matter shall be final.

T1.2 - These Documents

The Documents being made available to those Consultants are:

One Electronic Soft Copy of the **"Professional Services Tender for the Provision of Geotechnical & Engineering Design Consultancy Services for the Construction of the R2 Road Project"** containing:-

- (a) Documents (when fully completed by the relevant parties) to be included in the Contract
- the Contract Data
 - the *Consultant's Offer*
 - the *Client's Acceptance*
 - the Price List
 - the Scope

Also included in the contract but not part of the documentation being made available to Applicants at start of tendering period is the Letter of Acceptance or Tender Acceptance, the Agreement (where relevant), and the Conditions of Contract which the Client issues at award stage. The Works Proposals, as submitted by the successful Consultant, will also be part of the Contract. Furthermore, any post tender clarifications that are part of the contract will be included in the Letter of Acceptance.

- (b) Documents not to be included in the Contract
- the invitation letter
 - these Instructions
 - the Information Pack
 - the information referred to in Appendix 3 to these Instructions
 - any other information made available to Applicants not stated to amend the Contract documents.

Further information may be issued as described in the information referred to in Appendix 3 to these Instructions

T1.3 - The Contract

If the Client enters a Contract for the Works, it will do so by issuing a Letter of Acceptance. The Consultant and the Client may subsequently execute an Agreement. The Contract will consist of:

- the Agreement
- the Letter of Acceptance or Tender Acceptance to be issued by the Client and any post-tender clarifications listed in it
- the Contract Data
- the *Consultant's Offer*
- the *Client's Acceptance*
- the Price List
- the Scope
- Works Proposals to be submitted with the Tender



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- if required a Parent Company Guarantee (Annex II to Appendix 2 of these Instructions)
- where required, collateral warranties from Specialists.

None of the following will form part of any Contract:

- the invitation letter
- these Instructions
- Information Pack
- Any Suitability Assessment Questionnaire (including Tender Price Evaluation)
- any other information issued to Consultants not stated to amend the Contract documents
- additional information to be submitted with Tenders, as specified in Appendix 2 to these Instructions (other than Annex II to Appendix 2 of these Instructions))
- any other information submitted with Tenders and not called for in these Instructions.



T2 - Communications

T2.1 - Contact

All communications with the Client concerning this competition must be in writing (which includes email), and with the Client's contact person identified in the Particulars (as may be amended by supplemental information – see Section T2.2 below).

T2.2 – Supplemental information

The Client may issue supplemental information about this competition which may amend any of the information in these documents, including by deleting and adding to it, and by extending time limits. Supplemental information will become part of the Contract only if it is stated to amend the Contract documents.

The Client will not normally issue supplemental information later than the date stated in the Particulars.

T2.3 - Queries

Queries may be raised in writing by email using the contact details for queries stated in the Particulars. Queries must be raised as soon as possible, and should be raised in any event no later than when stated in the Particulars. The Client has no obligation to respond to queries although the Client may at its discretion respond to queries raised after that date. If the Client responds to a query, it will issue the response to all Consultants, unless the query has been clearly designated as confidential. If the query has been designated as confidential, and the Client decides that the response should be published to all Consultants, the Client will so notify the person raising the query, who will have the option of withdrawing the query. The Client may under section T2.2 still issue any information it considers appropriate to all Consultants following withdrawal of the query.

Responses to queries will not be part of the Contract, unless they state that they are amending the Contract documents.

If a person intending to submit a Tender becomes aware of any ambiguity, discrepancy, error, or omission in or between these documents, it must immediately notify the Client, even after the time for submitting queries has expired.



T3 - Consultants

T3.1 - Name

Each Consultant must sign the *Consultant's Offer* using the Consultant's full correct legal name.

T3.2 – Parent Company

If a Consultant has relied on the capacity or qualifications of a parent company in any Suitability Questionnaire, the Consultant must include with the Tender an undertaking of the parent company to supply a parent company guarantee, as set out in Annex II Appendix 2 to these Instructions.

T3.3 - Joint Ventures

If a Consultant is one or more human or legal persons (such as a partnership, joint venture or consortium), each of them must sign the Form of Tender. (See also T5.10 below)

T3.4 – Mandatory Exclusion

A Consultant may be excluded if, to the Client's knowledge at the time of the award decision, it has been convicted of an offence involving

- participation in a proscribed criminal organisation or
- corruption or
- fraud or
- money laundering.

T3.5 – Discretionary Exclusion

A Consultant may be excluded if, at the time of the award decision, it

- is subject to a bankruptcy or insolvency procedure or process of a kind specified in Regulation 53, paragraph (5) of the European Communities (Award of Public Authorities' Contracts) Regulations 2006 or
- has been found guilty of professional misconduct by a competent authority that is authorised by law to hear and determine allegations of professional misconduct against persons that include the Consultant or
- has committed grave professional misconduct provable by means that the Client can demonstrate or
- has not fulfilled an obligation to pay a social security contribution as required by a law of Saint Helena, England & Wales or the country or territory where the Consultant ordinarily resides or carries on business or
- has not fulfilled an obligation to pay a tax or levy imposed by or under a law of Saint Helena, England & Wales or the country or territory where the Consultant ordinarily resides or carries on business or



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- has provided a statement or information to the Client or another Client knowing it to be false or misleading, or has failed to provide to the Client or another such authority a statement or information that is reasonably required by the Client or other authority for the purpose of awarding the contract concerned.



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T4 – Not Used



T5 – Requirements for Tenders

T5.1 – Delivery

Tenders must be received at the place stated in the Particulars, at or before the latest time stated in the Particulars (or a later date and time advised by the Client to Consultants) in the manner described in the Particulars.

The completed tender documents should be sent in the manner described in the Particulars i.e. by registered post or delivered by hand [emailed submissions may only be accepted if supported by a signed hard copy if requested] to the address stated in the Particulars. It is the responsibility of Applicants to obtain a receipt, indicating time when submission was received, from the Client.

Tenders received late may not be considered.

All Tenders received on time will be opened promptly after receipt.

T5.2 – Tender Documents

Attached to these Instructions are the documents listed in the Particulars under Tender Documents. Documents listed in the Particulars as Documents to be included in the Contract or any amendment to them which have been made available to Consultants will form part of the Contract.

All other documents, including Documents for information purposes only made available to Applicants will not form part of the Contract.

With his Tender the Consultant is to ensure that the following are included and are fully endorsed:-

- the Contract Data
- the *Consultant's Offer*
- the Price List
- the Scope
- Works Proposals to be submitted with the Tender
- if required a Parent Company Guarantee (Annex II to Appendix 2 of these Instructions)
- where required, collateral warranties from Specialists.

T5.3 - Copies

Consultants must include the number and type of paper and electronic copies stated in the Particulars and must be packed and marked as stated in the Particulars.

T5.4 - Format

Tenders will consist of:

Electronic Submission(s)

If required in the Particulars electronic submission(s) of the documents as set out in Clause T5.2 of these instructions shall be submitted, including the *Consultant's Offer* in Portable Document Format (PDF), priced and completed, signed and dated.



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Bound Submission(s)

If required in the Particulars bound paper copy submission(s) of the documents as set out in Clause T5.2 of these instructions shall be submitted, with the *Consultant's Offer* signed and dated and one copy of the Tender shall be marked "Original" and all others shall be marked "Duplicate".

T5.5 - Language

Tenders and all information included with them must be in the language stated in the Particulars. Any original document in another language must include an accurate translation into the language stated in the Particulars. Queries and other communications must be in the same language.

T5.6 - Qualification

Tenders must not be qualified. They must not be accompanied by a cover letter or any other information not specified in these documents.

T5.7 - Pricing

T5.7.1 - Availability of Labour

The Consultant shall satisfy himself as to the availability of labour and his attention is drawn to the requirement that the prices contained in the Tender shall include for all costs associated with labour including the cost of any incentive necessary to attract and retain sufficient labour to meet the requirements of the programme submitted by the Consultant as part of his Tender.

T5.7.2 – Availability of Materials

The Consultant shall satisfy himself as to the availability of materials required for the works and that the said materials are available in sufficient quantities to meet the requirements of the programme submitted by the Consultant as part of his Tender.

T5.7.3 - No Contract Price Fluctuation

The Consultant's attention is drawn to the fact that the Conditions of Contract do not incorporate a Contract Price Fluctuation Clause and that the Tender must be submitted on a fixed price basis.

T5.7.4 – Price List

The basis of the Tendered "*Offered Total of the Prices*" is as described in the **Price List** submitted with the Invitation to Tender for completion by the Consultant for the whole of the scope of works as described in the contract.

As a minimum the Consultant shall submit rates and prices against all the items identified at Tender Stage by the Client but shall also add and/or be deemed to have included any additional items that they see fit and applicable for completion of the whole of the scope of works as described in the contract

T5.8 – Value-Added Tax

The amounts in the *Consultant's Offer* and the Price List shall exclude VAT.

T5.9 – Date for Substantial Completion

The Particulars state whether the Date for Completion of the Works (and any Sections) is stated in "*Contract Data*" or is to be tendered. If the Date for Completion of the Works (or Sections) is to be tendered, the tendered dates must be between any earliest and latest dates stated in the Particulars.



T5.10 – Specialists

Consultants must name in their Works Proposals (as well as in Suitability Questionnaire(s), where required) any Specialists called for in Appendix 1 of these Instructions. Works Proposals must also include any details about Specialists called for in Appendix 1 to these Instructions.

The Consultant is advised to satisfy himself that any sub-contractors and sub-consultants that he proposes to use are likely to be approved by the Client. It is not intended to give final or detailed approval at pre tender stage, but Consultants may be advised whether it is likely or not a specific sub-contractor or sub-consultant would gain approval.

If a Consultant names Specialists in its Suitability Questionnaire(s) submission for this competition, the Consultant must utilise those same Specialists (having met the suitability standard) in Works Proposals.

This and subsequent paragraphs within clause T5.10 are only relevant if there are panels of Specialists listed in the Works Information and/or the Suitability Questionnaire(s) and an Applicant wishes to change a specialist listed in the Works Information by offering an alternative. If a change is proposed it should be indicated in writing with a new suitability assessment questionnaire for the proposed new Specialist to the Client before the last date stated in the Particulars. Furthermore, it should also clearly name the proposed alternative Specialist in its Works Proposals part of the tender submission provided the alternative has not already been rejected by the Client. If a change is being proposed the Applicant must submit a completed Suitability Assessment Questionnaire for the alternative Specialist providing the same level of information as was required for the listed Specialist in the Works Information.

The Client will conduct a suitability assessment of the alternative Specialist on the same basis as the original procedure used for listed Specialist in the Works Information. Following the assessment, if the Client concludes that the Candidate's Specialist has not received sufficient marks equal to or greater than the marks obtained by the panel Specialist with lowest marks, the Consultant will be excluded from further participation in the competition.

If an Applicant proposes an alternative Specialist before the last date to make such a proposal (as stated in the Particulars) including submitting a Suitability Assessment Questionnaire for the proposed Specialist, the Contacting Authority will endeavour to notify the Applicant of the decision on the Specialist before the last date for submitting tenders.

Note: It will be evident from the Works Information if Specialists are required for a particular project. If they are not required the words 'not applicable' should be entered by the Client opposite the relevant reference (i.e section T5.11) in the Particulars.

T5.11 – Not Used

T5.12 – Tender Execution

When the Particulars indicate that the *Consultant's Offer* is to be sealed, this must be done as follows:

- if the Applicant is a company with a common seal, its common seal must be affixed to the *Consultant's Offer* and properly authenticated. If the *Consultant's Offer* is to be executed under a power of attorney, the attorney must affix his or her seal to the Form of Tender, and the power of attorney must be provided if requested by the Client;
- if the Applicant is an individual, he or she must sign, seal, and deliver the *Consultant's Offer* and the execution must be witnessed.

Where the Particulars do not indicate that the Form of Tender is to be sealed, the *Consultant's Offer* must be signed as follows:



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- if the Applicant is a company, the signature must be that of a director and the execution must be witnessed;
- if the Applicant is an individual, he or she must sign the *Consultant's Offer* and the execution must be witnessed;
- if the Applicant is a company registered elsewhere than Saint Helena or United Kingdom, it must execute the *Consultant's Offer* under hand according to the laws of its place of incorporation. If so requested by the Client a legal opinion that the Form of Tender has been duly executed in accordance with the requirements of the jurisdiction in which the company is registered may be requested by the Client following the submission of tenders and must, if requested, be provided at the Applicant's cost.

The successful Consultant may be required to execute the Agreement in the same manner as the *Consultant's Offer*.



T6 – Number of Tenders, Mandatory Options and Variants

T6.1 – Terminology

An **option** is a Tender required under section T6.2 below.

A **variant tender** is a Tender complying with section T6.3 below and identified as a variant tender.

A **standard tender** is a Tender that is not a variant tender.

T6.2 – Mandatory Options

If the Particulars state that any mandatory options are required, the Consultant must submit a separate Tender for each option stated in the Particulars.

T6.3 – Variant Tenders

Unless otherwise stated in the Particulars, variant tenders are not permitted.

If the Particulars state that any variant tenders are permitted, a variant tender must comply with the minimum requirements set out in the Particulars.

If so stated in the Particulars, variant tenders may be submitted only by a Consultant who also submits a standard tender.

If not so stated, variant tenders may be submitted without submitting a standard tender.

T6.4 – Number of Tenders and Marking

The maximum number of Tenders that a Consultant may submit is stated in the Particulars. If more than one Tender per Consultant is permitted, each Tender must be submitted separately and must, except as otherwise permitted or required by this section 6, be complete, without referring to the contents of any other Tender. Each Tender must have a unique identifier, which must be stated on each electronic file, envelope or box containing the parts of the Tender. The identifier must state whether the Tender is standard, a mandatory option, or a variant tender, and, if there are options, must identify the option.



T7 – Non-Compliant Tenders

If a Consultant fails to comply in any way with these Instructions, the Client may (but is not obliged to) disqualify the Consultant concerned as non-compliant, and reject any Tender concerned, and, without prejudice to this right, the Client may (but is not obliged to) seek clarification or further information (that does not materially alter a Tender) from the Consultant in respect of the relevant tender or take any other step permitted by law, including the principles of equal treatment, non-discrimination, transparency and proportionality.



T8 - Corrections, unbalanced and abnormal tenders and rates

T8.1 - Errors

The Client may, without any responsibility for this, examine the Price List for errors in addition or extension. If an arithmetical error is detected, the Client will correct the error but the Lump Sum Tender will stand as the offer.

If the Client considers that a Consultant has made a significant genuine error in pricing an element of the works he shall advise the Consultant who shall have the option of withdrawing his Tender or standing by his Lump Sum price. However, if the Client considers that the mistake could be corrected without breaching the parity of the tender process or compromising the timetable for the award procedure, he may give the Consultant the opportunity to reconsider his price for that element of the works. The Client will not negotiate any such change or breach the privacy of the Tender process.

If there is an error in extension, the rate will be adjusted, so that the extension remains the same.

If there is an error in addition, the amounts added (and the rates making them up) will be adjusted pro rata to the error, so that the total remains the same. This will apply if the total of the tendered rates and prices, without value-added tax added, does not add up to the Offered Total of the Prices.

The Client will decide which amounts and rates are to be adjusted.

Instead of adjusting the amounts added, the Client may in its discretion adjust an item described in the Price List as an 'adjustment item'.

No adjustment made under this section will affect the tendered Offered Total of the Prices or the Comparative Cost of the Tender.

The Client reserves the right to open all Price Lists from Consultants without the need to revert to the Consultants for permission.

T8.2 - Unbalanced Tenders

If, in the Client's opinion, the tendered rates or prices in the Price List (after adjustment under section 8.1 above) do not reflect a fair allocation of the tendered Offered Total of the Prices, or the last sentence of section T5.7 applies, the Client may (but is not obliged to) do either or both of the following:

- require the Consultant to provide a breakdown of any tendered amounts, to show that they reflect a fair allocation of the tendered Offered Total of the Prices and
- invite the Consultant to adjust rates or prices tendered in the Price List, but without adjusting the tendered Offered Total of the Prices or having any effect on the Comparative Cost of the Tender.

The Client will pay particular attention to pricing that could result in the Consultant, if successful, being paid too much of the Offered Total of the Prices disproportionately early in comparison with the amount of work done.

If, having considered the information provided (both in the tender and in response to a requirement under this section), the Client is of the view that the Consultant's tendered rates or prices in the Price List do not reflect a fair allocation of the tendered Offered Total of the Prices, the Client may reject the tender

T8.3 - Abnormally low tenders, abnormally high or low rates or prices



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If, in the Client's opinion, the tendered Offered Total of the Prices is abnormally low or any tendered amounts (including the rates tendered in the Contract Data) are abnormally low or abnormally high, the Client may require the Consultant to provide details of the constituent elements of the tendered Offered Total of the Prices or the tendered amounts. Any failure to provide such information, when requested, may exclude the tender from further consideration. If, having considered the information provided, the Client is of the view that either the Offered Total of the Prices is abnormally low or any tendered amounts are abnormally low or abnormally high, the Client may reject the Tender.

No adjustment made under this section will affect the tendered Offered Total of the Prices or the Comparative Cost of the Tender.



T9 - Assessment of Tenders

T9.1 – Award Criteria

The award criterion is the most economically advantageous Tender meeting the specified minimum criteria, including those in any Suitability Questionnaire(s).

The assessment of the most economically advantageous Tender will be made on the basis of the award criteria in the Particulars.

Options, variant tenders, and standard tenders will be assessed according to these criteria.

T9.2 – Clarification

The Client may seek clarification or further information or both from one or more Consultants. The Client may meet with one or more Consultants for these purposes. The Client will confirm to the Consultant concerned in written minutes any clarification arising from a meeting and the Consultant will be required to confirm or correct the minutes in writing. See also section 10.4.

T9.3 – Compliance

The Client may assess whether any of the grounds for exclusion in section T3.4 or T3.5 above apply. The Client may assess whether Consultants meet the suitability criteria in the Works Proposals or any Suitability Questionnaire(s).

The Client will assess Tenders for compliance with these Instructions, including provision of all the information and documentation required, and the matters covered in section 8 above.

Following the assessments under this section T9.3, the Client may proceed according to sections T7 or T10 whichever is appropriate.

T9.4 – Review

A Consultant who disputes a decision of the Client (the Contracting Authority) about whether a Tender complies with this ITT must in the first instance raise the matter with the Client within 7 days of the matter coming to its attention. Failing resolution of the matter, the Consultant may, within 7 days after receiving the Contracting Authority's response, request the Client in writing to refer the matter to Saint Helena Government – Corporate Finance (the Sanctioning Authority) for review and recommendation.

Within 7 days of receiving the Consultant's request, the Client should submit to the Sanctioning Authority a statement giving reasons for the initial decision together with a copy of the Consultant written request. A copy of the Contracting Authority's statement should also be forwarded at the same time to the Consultant. The Consultant may then make a further written submission to the Sanctioning Authority within 7 days.

Any review or recommendation by the Sanctioning Authority will not be binding on the Client or the Consultant, and will not affect their rights or obligations.

T9.5 – Assessment of Comparative Cost

The Client will assess the Comparative Cost of each Tender using the template in Appendix 5 to these Instructions.

For the purpose of assessing the Comparative Cost of Tenders only, the Client will assume that there will be Compensation Events involving payment of the amounts stated in Appendix 5 to these Instructions.



T9.6 –Assessment Methodology

(a) Tenders will be evaluated against the quality criteria set out in the Particulars. Any Tender:

- (i) Not passing on a 'pass / fail' criterion, or
- (ii) achieving less than 40% of the maximum marks on an individual 'quality' criterion or
- (iii) achieving less than 50% of the total available quality marks

may, at the discretion of the Client, be excluded from further consideration.

(b) Those Tenderers whose tenders have not been excluded following the carrying out of the compliance check at Section 9.3 and the evaluation against the quality criteria at (a) above will then have their tender prices assessed.

(c) The price score will be determined by taking the following steps:

- (i) The Client will apply the Consultant's tendered Staff Rates to the notional hours set out in Appendix 5, leading to a notional figure for time charges.
- (ii) Where a percentage fee has been properly tendered for carrying out the Services or any element of the Services, this percentage will be applied to the notional capital value set out in Appendix 5 to derive a notional lump sum for the purposes of assessment only.
- (iii) Where a lump sum for carrying out the Services or any element of the Services has been properly tendered, this lump sum will be added to the lump sum figure obtained under (c) (i) and, where relevant, (c) (ii) above.
- (iv) The total figure thus obtained will be the overall comparative tender price for the purposes of assessment.

(d) Price marks for Tenderer = $50 + ((A-B)/B) * 100$

Where:-

A = Comparative "Offered Total of the Prices" for the Consultant under consideration (See Appendix 5)

B = Mean Comparative "Offered Total of the Prices" of the eligible Tenders submitted



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- (e) In the quality assessment, the Consultant(s) submitted work proposals as outlined in Appendix 1 will be assessed qualitatively as described against minimum criterion. The quality scores (0-5) received for each question will be weighted as will the combined scores for each section in accordance with the will criteria in Appendix 1. The total weighted scores out of 100 will be carried forward to the Price: Quality Tender Evaluation.
- (f) The quality and price marks for the Consultants which have not been excluded must have regard to the Quality: Price Ratio set out in the Particulars. The Consultant with the highest final score as determined by the formula below will be the Most Economically Advantageous Tender. In the event of a tie between Consultants, the Consultant with the highest marks for quality will be the Most Economically Advantageous Tender. In the event of a tie on the basis of quality marks, those Consultants tied on quality marks will have their names included in an independently witnessed draw to determine the Most Economically Advantageous Tenderer.

$$\text{Final score} = (A \times B) + (C \times D)$$

Where:

A = Tenderer's total quality marks as determined at Section 9.5(e) and Appendix 1

B = Quality Ratio as set out in Quality:Price Ratio in the Particulars

C = Tenderer's total price marks as determined at Section 9.5(d)

D = Price Ratio as set out in Quality:Price Ratio in the Particulars

A sample "Tender Evaluation Template" can be supplied to the Consultant if requested.

T9.7 – Change in Circumstances

If, as a result of a change in circumstances or otherwise, any information given by a Consultant to the Client, in a Tender or otherwise, including in a Suitability Questionnaire, was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading, the Consultant must so inform the Client as soon as it becomes aware of this.

If it comes to the Client's attention that

- there has been a change in circumstances concerning a Consultant that could affect the Client's assessment of that Consultant's Tender or
- information submitted by a Consultant was (when submitted) or has become (by reference to the facts as they then stand) untrue, incomplete or misleading

the Client may (but is not required to) revise its assessment of the Consultant's Tender on the basis of the information then available to the Contracting Authority.



T10 – Award Process

T10.1 – Tender Validity Period

The Client may accept a Tender any time within the time stated in the Particulars.

T10.2 – Notification

As soon as practicable after reaching the award decision, the Client will inform all Consultants of the decision. The notification to the Consultant to whom the Client has decided to make an award may be in the form of a Letter of Intent, and the notification to the other Consultants may be in the form of a Letter to Apparently Unsuccessful. The Letter of Intent will not form the Contract, or any contract or other obligation. The Contract will be formed only by issue of the *Client's Acceptance*.

The Client will not issue the *Client's Acceptance* until after notifying all Consultants of the award decision.

The Client does not bind himself to accept the lowest or any Tender received and no reasons will be given for rejecting any Tender.

T10.3 – Letter of Intent

The Client may issue to the Consultant who submitted the apparent most economically advantageous Tender a Letter of Intent requiring that Consultant to submit to the Client any or all of the following:

- evidence of the insurances required by the Contract

If the Consultant to whom such a Letter of Intent is addressed does not submit the documents as required within the time allowed, the Client may

- proceed according to the process in section T10.2 above to initiate award to the Consultant who submitted the next most economically advantageous Tender or
- allow the Consultant to whom the Letter of Intent was addressed additional time to provide the documents or
- issue the *Client's Acceptance* to the Consultant to whom the letter of intent was addressed (even though the documents have not yet been provided).

T10.4 – Letter of Acceptance or Tender Acceptance

The Client may issue the *Client's Acceptance* at any time during the Tender validity period referred to in section T10.1 above.

Any written clarifications of a Tender (including minutes of a meeting clarifying the Tender, see section T9.2), will be referred to in any *Client's Acceptance* of the clarified Tender, and will be included in the Contract.

T10.5 – Agreement

Following issue of the *Client's Acceptance*, the Client will inform the Consultant of the arrangements for the execution of the Agreement. The Consultant will be required to execute the Agreement under seal unless the Particulars say that the Contract may be executed under hand.

T10.6 – Award Notice

When the successful Consultant has confirmed receipt of the order for the Works, if requested Consultants will be sent a notice giving the name of the successful Consultant and the amount of the successful bid.



T11 – Additional Instructions

T11.1 – Consultants to Visit Site

It is the responsibility of the Consultants to visit the Site and/or arrange for their own on island independent technical visit and obtain all information necessary for the purpose of preparing his Tender. He must inspect and satisfy himself as to:

- The means of access to the Site.
- The topographical and geotechnical features of the Site which may affect the Tender.
- The necessity or otherwise of obtaining land an accommodation outside the limits of the site for stores, huts and dumps.
- Other phasing and site specific restrictions.

Arrangements to visit the Site shall be made in accordance with the Letter of Invitation to Tender.

T11.2 - Alterations to Tender Documents

No unauthorised alterations to or erasures from the text of any of the Tender Documents shall be permitted and the Client reserves the right to reject any Tender containing such unauthorised alterations or erasures.

T11.3 - Checking Pages

The Consultant is required to check the number of pages of these Tender Documents and should he find any missing or duplicated or indistinct he must inform the Client at once and have the same rectified.

T11.4 - Interpretation

Should the Consultant be in doubt about the precise meaning of any clause, item or figure for any reason whatsoever, he must inform the Client in writing in order that the correct meaning may be decided before the date and time fixed for the receipt of Tenders. No enquires will be answered if received less than 5 working days before the date and time fixed for receipt of Tenders. Except for such reply as the Client may give in writing, neither the Client nor any agent nor servant in the employ of the Client has any authority to make any explanation as to the intent or meaning of the Tender Documents. All Consultants will be notified of any such explanation.

T11.6- Liability for Errors

No liability will be admitted, nor compensation event allowed, in respect of errors in a Tender due to mistakes which should have been rectified in the manner described under Clauses T7 and T8 above.

T11.7 - Privity of Information

Consultants shall treat all details contained in the Tender Documents as private and confidential.

The Client will treat all discussions regarding the Tender as private and confidential. However, if any further information from the Client or an amendment to the Scope is required, the further information or details of the amendment will be circulated to all Consultants in writing.



T11.8 - Contract Circular Letters

Information to be sent to Consultants as detailed in Clause T8 and T10 or for any other reason will be sent out by the Client by sequentially numbered Contract Circular Letters. These will be dispatched by First Class post, e-mail or Fax. Consultants shall ensure that the Client has full details of the addresses and Fax number for receipt of such information.

Consultants shall acknowledge receipt of each Contract Circular Letter by post or Fax or email. No liability will be admitted or claim allowed if any Consultant fails to receive such information or receipt is delayed if the Consultant has not given the Client the correct postal address, e-mail address or Fax number.

T11.9 - Liability to Consultants

The Client will not be responsible for or will pay the expenses or losses, which may be incurred by any Consultant in the preparation of his Tender.

T11.10 - Acceptance of Instructions

The submission of a Tender shall denote the Consultant's acceptance of an undertaking to comply with all these instructions.

T11.17 – Consultants Works Proposals

The Consultants Works Proposals, as submitted, shall comprise the Consultant's description of his proposed methodology for carrying out the works including project team organisation and relationships, a Programme to reflect the information in Contract Data, access, proposed materials, and systems for monitoring of workmanship etc. and for dealing with any identified risks.

There shall be no limit on the size of this element of the submission; however as a guide Consultants should be as concise as possible, circa 1500-2000 words plus any associated appendices. There is no need to re-submit evidence that is included elsewhere, but it shall be accurately referenced if appropriate.

These proposals shall include evidence of the candidates experience to establish that it:

- is capable of doing the work;
- has the ability and resources available to meet the prescribed programme;
- recognizes its limitations and how these should be overcome;
- and it appreciates the risks involved and how these should be reduced.



Glossary of terms used in these Instructions

Terms defined in the Conditions of the Contract identified in the Particulars have the same meaning in these Instructions. References to clauses are to clauses or sub-clauses of those Conditions. Unless otherwise indicated, references to sections and Appendices are to sections of and Appendices to these Instructions.

Term	Meaning
Comparative Cost	an Offered Total of the Prices adjusted, for tender assessment purposes only, according to section 9.5 above
Contract	the contract that may be awarded by the Client for the Works at the end of the competition
this competition	the award process for which these Instructions is issued
these documents	these Instructions and the invitation letter and other documents issued with it and any additional information issued by the Client to Consultants in connection with the competition
these Instructions	<ul style="list-style-type: none">• this volume, including the Preface at the start, Particulars and Appendices• other information or instructions issued by the Client to Consultants in connection with the competition not stated to amend the Contract documents
Tender	a tender for the Contract, including the completed <i>Consultant's Offer and Price List</i>
Consultant	A person (or group of persons) who submits a Tender



Particulars

These are the Particulars referred to in the Instructions. They are part of the Invitation to Tender (ITT).

Tender for	Project No: ENRD - 00052		
	Project Name: R2 Road Project from Rupert's Bay to The Brow, Jamestown.		
Comprising	<i>Provision of Geotechnical & Engineering Design Consultancy Services</i>		
At	Ruperts' & Jamestown, Saint Helena Island		
For	Saint Helena Government		
Using (Instructions section T1.3)	The form of Conditions set out in the NEC3 – Professional Services Short Contract [April 2013]		
Client's Contact details (Instructions section T2.1)	Contact Name: Noleen Herne		
	Address: The Castle Jamestown Saint Helena Island South Atlantic Ocean STHL 1ZZ		
	Phone: +290 22470	Fax: N/A	
	Email: noleen.herne@sainthelena.gov.sh		
Supplemental Information and Queries (Instructions sections T2.2, T2.3)	Latest date for queries	(7 days before latest time for receipt of Tender)	
	Date after which Client will not normally issue supplemental information or responses to queries	(3 days before latest time for receipt of Tender)	
Client's Contact details for queries (Instructions section T2.3)	Contact name: As above		
	Address: As above		
	Phone:	Fax:	
	Email:		
Change panel Specialist [Instruction Section T5.10]	Latest date for request to change proposed panel Specialist or Not Applicable	Not Applicable	
Timetable for Competition	Contract Notice	Not Applicable	Reference: Not Applicable



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

date:			
Issue Tender Documents:	9th Feb 2016		
Receipt of Tenders:	As indicated under "Tender Date"		
Interviews (if required):	within subsequent 2 weeks		
Decision on Contract Award:	Within 4 weeks of closing		

Tender Date (Instructions section T5.1)	Latest date and time for submission of Tenders: 14:00 on the 22 nd March 2016
---	--

Tender submissions (in writing) must be sent to (Instructions section T5.1)	F.a.o. Noleen Herne- Corporate Procurement Assistant Saint Helena Government The Castle Jamestown Saint Helena Island South Atlantic Ocean STHL 1ZZ
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Delivery by (Instructions section T5.1)	Hand or registered prepaid post. Consultants should obtain a signed receipt acknowledging delivery. Emailed submissions will only be accepted under the same conditions as a hard copy when sent to noleen.herne@sainthelena.gov.sh or on another agreed electronic/cloud retrieval device before the Tender Date and then only if they can be supported by a signed hard copy within a reasonable period if so requested by the Client.
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Copies (Instructions section T5.3)		
	Number and type of Electronic Copies of Tender:	One via email (5mb limit) or deposited on an agreed electronic/cloud retrieval device



Tender Documents (Instructions section T5.2)

Attached to these Instructions are the following documents, divided into the two categories set out below:

Documents to be included in the Contract

- the Contract Data
- the *Consultant's Offer*
- the *Client's Acceptance*
- the Price List
- the Scope

Also included in the contract but not part of the documentation being made available to Applicants at start of tendering period is the Agreement (where relevant), and the Conditions of Contract which the Client issues at award stage. Consultants Works Proposals, as submitted by the successful Consultant, will also be part of the Contract. Furthermore, any post tender clarifications that are part of the contract will be included in the letter of Acceptance or attached to the Tender Acceptance.

Documents for information purposes only (not to be included in the Contract)

- the invitation letter
- these Instructions
- the Information Pack
- any Suitability Assessment Questionnaire (including Tender Price Evaluation)
- the information referred to in Appendix 3 to these Instructions
- any other information made available to Applicants not stated to amend the Contract documents.

Further information may be issued as described in these Instructions

Deposit (Instructions section T5.13)

Deposit required on issue of tender documents

NOT APPLICABLE.

Format of Tender Submissions (Instructions section T5.2)

Applicants may submit their tender by any one of the following means:-

1. Email (5mb limit);
2. By agreement to an appropriate electronic/cloud retrieval device;

With his Tender the Consultant is to ensure that the following are included and are fully endorsed:-

- the Contract Data
- the *Consultant's Offer*
- the *Client's Acceptance* (to be completed by the Client on acceptance)
- the Price List
- the Scope



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

	<ul style="list-style-type: none">the Consultants Works Proposals <p>Each envelope or box within the Outer Envelope must be clearly marked with the name of the Applicant, the name of the Contract, and the content, and, if more than one copy is required, the copy number: for example "Tender of ABC Limited for [contract title], Price List, copy 1, master". If more than one Tender is permitted or required, each envelope or box must also be marked with the unique identifier required under section T6.4 of these Instructions.</p> <p>Any Suitability Assessment Questionnaire(s) and supporting documentation for the Applicant and its Specialists including any proposed alternative Specialists should be clearly labelled "Suitability Assessment Material" and kept separate in a sealed envelope or box inside the "Outer Envelope" from any of the other sealed envelopes or boxes which contain the tender submission.</p> <p>With regards to any electronic submissions, they shall follow the basic instructions as for the Hard Copies with an appropriate file structure replacing the envelope and labelling systems outlined above,</p>
Language (Instructions section T5.3)	English
Pricing (Instructions section T5.7)	Pricing Format: Other than the provisions for verification and review laid out in the Tender Package the price shall be a Fixed Price Lump Sum submitted as the Offered Total of the Prices in the <i>Consultant's</i> Offer as derived from the Price List to complete the whole of the works as described in the Scope and the Works Proposals. The Consultants <i>Staff</i> Rates shall not form part of the Consultants Price but will be included along with any other information in the Price list in the derivation of the Consultant's Comparative Tender figure within the Tender Appraisal Process.
Substantial Completion (Instructions section T5.9)	Date for Substantial Completion: To be advised by the Consultant, by way of the programme submitted as part of their Works Proposals submission and evaluated as part of the Clients Quality appraisal.
<i>Consultant's</i> Offer to be sealed (Instructions section T5.12)	No
Mandatory Options (Instructions section T6.2)	Are mandatory options required? No



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

Variants (Instructions section T6.3)	Are variant tenders permitted? No If variant tenders are permitted, is a standard tender also required? Not Applicable Minimum requirements for variants: Not applicable. (If applicable, give minimum requirements.)
Number of Tenders (Instructions section T6.4)	Maximum number of Tenders per Consultant: One
Tender validity period (Instructions section T10.1)	6-months
Agreement (Instructions section T10.5)	If required to be executed under seal



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

Award
Criteria
(Instructions
section T9.1)

Price	
<i>Comparative tender Cost (as Appendix 5)</i>	50%
Quality/Technical Merit	
<i>Evaluation of Consultants Works Proposals and/or Suitability Questionnaire(s)</i>	50%
Total:	100%
Note: The combined total weightings for 'Price' and 'Technical Merit' must equal 100%.	



Appendix 1: Works Proposals

Works Proposals to be submitted with Tender

There shall be no limit on the size of this element of the Consultant's submission; however as a guide Consultants should be a concise as possible, circa 1500-2000 words plus any associated appendices. There is no need to re-submit evidence that is included elsewhere, but it shall be accurately referenced if appropriate.

These proposals shall include evidence of the candidates experience to establish that it:

- is capable of doing the work;
- has the ability and resources available to meet the prescribed programme;
- recognizes its limitations and how these should be overcome;
- and it appreciates the risks involved and how these should be reduced.

In relation to the Quality Assessment of his submission the candidate will be assessed against the following criteria:-

Technical & Quality Criteria		Weighted % of Marks Available
1	Methodology for completion of the works	20
2	Quality and Level of resources	30
3	Programme of Works	20
4	Evidence of similar and/or relevant schemes completed in the last 5-years	30
Total		100

Methodology for completion of the works (Section Weighting 20%)

Shall comprise the Candidates description of his proposed methodology for carrying out the commission including any further site investigation works proposed, consultative meetings and report presentation. (Question weighting 75%)

Management arrangements for performing its Contract responsibilities, including systems for monitoring and reviewing of output etc., planning and other preparations for providing appropriate personnel and resources. (Question weighting 25%)

Quality and Level of resources (Section Weighting 30%)

1. The Applicants submission shall comprise details (in the form of an organogram) of the Candidates proposed project team organisation and relationships, and shall further include an indication of the appropriate allocation of hours to individuals and/or roles. (Question weighting 20%)
2. The Applicant must provide evidence of the educational and professional qualifications (with dates obtained) and experience of their management staff, specifically the proposed Project Manager, including the curricula vitae of the management staff and the organization structure in accordance with the requirements (if any) identified below.



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

The Project Manager shall ideally be a Chartered Civil or Structural Engineering Professional of an appropriate institution with at least 10 years post qualification experience. Specific evidential experience with regard to the design and construction of roads schemes will be considered essential. Specific evidential experience with regard to the design of such schemes in remote and difficult terrain will be considered advantageous (Question weighting 50%)

3. The Applicant must provide evidence of the educational and professional qualifications (with dates obtained) and experience of the Applicant's personnel proposed for the principal and specialist services, including the curricula vitae of the personnel. (Question weighting 30%)

Geotechnical Design– Ideally a Chartered Engineer of an appropriate institution with at least 5 years post qualification experience;

Highways Design - A Chartered Civil or Structural Engineer with membership of an appropriate institution with at least 5 years post qualification experience;

Civil/Structural Design - A Chartered Civil or Structural Engineer with membership of an appropriate institution with at least 5 years post qualification experience;

Contract Supervision and Administration - Appropriately experienced person(s);

Programme of Works (Section Weighting 20%)

The Applicants submission shall include a Programme to reflect the information and deliverables in the Scope and the Contract Data, so designed to reflect the Consultants anticipated duration of the commission. The programme shall be appropriately resourced and shall include a financial spend profile on a week by week basis. The Consultant submitting the shortest programme for the delivery of Items Client01 to Client07 in the Price list will be awarded the maximum marks, the Consultant with the longest programme will be awarded zero marks. All others will be marked on a pro-rotta basis (Question weighting 100%)

On appointment this programme may be required to be supplied in an appropriate software format (i.e. Microsoft Project).

Evidence of similar and/or relevant schemes completed in the last 5-years (Section Weighting 30%)

The Client requires an Applicant to submit a list of relevant services provided over a maximum period of 5-years. However a Client may take into account services delivered over a longer period if appropriate. (Question weighting 25%)

The Applicant shall also supply detailed supporting evidence of up to 3 schemes of a similar nature completed in the last 5-years. Such detail shall include details of other Clients for references if required. (Question weighting 25% per scheme submitted up to the max of 3)



Scoring

Each element and/or sub-element of the above submission shall be scored out of 5 as follows:-

- 0 – No Answer
- 1 - Poor answer that does not meet minimum requirements
- 2 – Adequate
- 3 – Acceptable
- 4 – Better than average
- 5 - Exceptional



Appendix 2: Additional Information: (Not Used)

Additional Information to be submitted with Tender where a Bond or Parent Company Guarantee is required

Not Required



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

Annex I to Appendix 2: (Not Used)



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

Annex II to Appendix 2: (Not Used)



Appendix 3 to ITT: Information Pack

Information Pack

Drawings: -

SHG Drawing	Description

Inspection/Survey Reports: -

SHG Ref	No	Title	Date

Health & Safety Files

None



Appendix 4: STRUCTURE AND ORGANISATION

The following to be completed and submitted with the Tender Package:

A1 Full name of the organisation submitting the Tender:	
Type answer here	

A2 Details about the organisation named in A1 (organisation submitting the tender):	
GUIDE	<i>A response to these questions is mandatory.</i>
a	Date of Incorporation DD/MM/YYYY
b	Place of Incorporation Type answer here
c	Address Type answer here
d	Description of business activities Type answer here
e	Please select which of the following applies to your organisation:
	1 a public limited company <input type="checkbox"/>
	2 a limited company <input type="checkbox"/>
	3 a sole trader <input type="checkbox"/>
	4 a partnership <input type="checkbox"/>
	5 a Limited Liability Partnership <input type="checkbox"/>
	6 a consortium <input type="checkbox"/>
7 other <input type="checkbox"/>	
f	Website address XXXXXXXXXX.XXX



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

g	Company Registration Number	Type answer here	
h	Number of years experience of providing similar Goods	St Helena	xx Years
		Internationally	xx Years

A3	Please provide full contact details of a primary contact to whom future correspondence is to be sent in connection with this tender:	
GUIDE	The person listed as the Primary Contact will be the person that receives any future communications regarding this Tender. A response to this question is mandatory.	
	Primary Contact	
Name	Type answer here	
Position	Type answer here	
Address	Type answer here	
Telephone number	Type answer here	
Fax number	Type answer here	
E-mail address	xx@ xxxx	

A4	Please confirm the status of the organisation to be considered:	
GUIDE	<i>A response to this question is mandatory and is for SHG information to understand the organisation.</i>	
a	Your organisation is bidding to provide the goods required itself.	<input type="checkbox"/> Yes <input type="checkbox"/> No
b	Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some goods.	<input type="checkbox"/> Yes



		<input type="checkbox"/> No
c	Your organisation is part of a consortium that is submitting this Tender.	<input type="checkbox"/> Yes <input type="checkbox"/> No

A5 Please provide the names and responsibilities of Executive Directors/Partners of your organisation.

GUIDE *A response to this question is mandatory (continue on a separate sheet if required, clearly referencing A6).*

Name	Role/Job Title	Area of Responsibility
Type answer here	Type answer here	Type answer here
Type answer here	Type answer here	Type answer here
Type answer here	Type answer here	Type answer here
Type answer here	Type answer here	Type answer here
Type answer here	Type answer here	Type answer here

A6 Please provide the name and address of your bank

GUIDE *A response to this question is mandatory.*

Type answer here

A7 Banking Reference

GUIDE *A response to this question is mandatory.*



We may approach your bankers for a reference. Please indicate that this is acceptable?	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	---

A8 Banking and Loan Obligations	
GUIDE	<i>The response to this question is mandatory.</i>
a	Has your organisation met the terms of its banking facilities and loan agreements (if any) during the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No If No please provide details below
	Type answer here

A9 Creditors and Staffing Obligations	
GUIDE	<i>The response to this question is mandatory.</i>
a	Has your organisation met all its obligations to pay its creditors and staff during the past year? <input type="checkbox"/> Yes <input type="checkbox"/> No If No please provide details below.
	Type answer here



A10 Professional and Business Standing		
GUIDE	<i>The response to this question is mandatory.</i>	
a	<p>Please confirm whether your organisation (or its directors or any other person who has powers of representation, decision or control of the named organisation) have been convicted, or pending trial, of any of the offences listed below</p> <ul style="list-style-type: none">• conspiracy• corruption• collusion• bribery• fraud• money laundering• any other offence as defined by the national law of any relevant State. <p>If you answered Yes please provide succinct details in an attached document</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
b	<p>Please confirm whether any of the grounds set out below apply to your organisation (or its directors or any other person who has powers of representation, decision or control of the named organisation).</p> <ul style="list-style-type: none">• Been declared bankrupt• Been the subject of a winding up order• Has not fulfilled obligations relating to the payment of taxes under the law which the economic operator is established or required to pay taxes;• Is guilty of serious misrepresentation in providing any information required of him	<input type="checkbox"/> Yes <input type="checkbox"/> No



	<ul style="list-style-type: none">• Is guilty of operating, or within, a cartel <p>If you answered Yes please provide succinct details in an attached document</p>	
--	---	--

A11		References
GUIDE	<i>The response to this question is mandatory.</i>	
	Please provide details of a recent contract relevant to the requirements that demonstrates your experience in supplying similar Goods/Services/Works.	
		Reference
a	Customer name	Type answer here
b	Contact name, telephone number and email address	Type answer here
c	Date contract awarded	Type answer here



Name of Project: **Geotechnical and Engineering Design Consultancy Services for the Construction of the R2 Road Project.**

d	Brief description and scope of requirement	Type answer here
e	Value (£) of over life of Contract	Type answer here
f	Any further information	Type answer here



Appendix 5: Template to be used by Client to Calculate Comparative Cost of Tender

Tender Evaluation

The assessment of the candidates submitted Offered Total of the Prices, as indicated in "The Consultant's Offer", will be made on a Comparative Tender Price Adjustment taking into account the potential costs of changes resulting from compensation events using the Consultant's staff rates in the Consultant's Offer and percentage adjustment indicated in the Consultant's completed Price List .

For the purpose of this tender evaluation:

- (i) In assessing the Consultant's *Staff Rates* inserted in the Consultant's Offer the Client will make reference to the current Engineers Salary Survey as published by the Institute of Civil Engineers and shall make an assessment of what may be considered abnormally low rates and, for the purposes of the comparative assessment only, make an adjustment to the Consultant's *Staff Rates* to what, in accordance with the Engineers Salary Survey, would be considered the appropriate Market rate. The Consultant's *Staff Rates* will however be used in the calculation of any compensation events incurred during the course of a contract.
- (ii) If the Consultant's percentage addition for costs of 3rd Party Disbursements procured by the Consultant is negative or blank, the percentage adjustment to the cost of 3rd Party Disbursements that will be used will be 0%.

The following template shall be used in determining the Comparative Cost of the Consultant's *Offered Total of the Prices* for use in the Tender Analysis:-

Contract Sum						£
Offered Total of the Prices (The <i>Consultant's Offer</i>)						
Tendered compensation Event Changes						
Quantity	Unit	Description		Rate	Origin of Rate	
8	Hr	Project Manager	X		Consultant's Offer (Staff Rates)	
8	Hr	Snr Engineer	X		Consultant's Offer (Staff Rates)	
8	Hr	Engineer	X		Consultant's Offer (Staff Rates)	
16	Hr	Grad Engineer	X		Consultant's Offer (Staff Rates)	
16	Hr	CAD/Technician	X		Consultant's Offer (Staff Rates)	
32	Hr	Site Supervisor/Contract Administrator	X		Consultant's Offer (Staff Rates)	
5,000*	Sum	Consultants 3rd Party Fee	x		Client 09 % from Price List	
Comparative Tender Total						

* - Client Estimate of 3rd Party Disbursements for Comparative Purposes Only

For Information Purposes Only: Candidates are not to complete this table