

Invitation to Tender for Pages Wood Freshwater Ecosystem Restoration

Reference: **FEE/0622**

1 Introduction

The Forestry Commission's (FC) mission is to protect and expand Britain's forests and woodlands and increase their value to society and the environment.

We take the lead in the development and promotion of sustainable forest management. We deliver the distinct forestry policies of England and Scotland through specific objectives drawn from the country forestry strategies.

We the FC will always consider equality when conducting our procurement activities. We require you to meet your duties under the Equality Act 2010 and may ask for evidence that you are aware of and operate in accordance with those requirements.

More information is available on our website at www.forestryengland.uk

For the avoidance of doubt "The Forestry Commission" is a government body, formed by the Forestry Act 1919. The Forestry Commission in England is one legal entity, but is separated into three separate organisations:

- Forestry England, which is a public corporation;
- The Forestry Commission, which includes Forest Services, and is a non-ministerial department;
- Forest Research, an agency of Forestry Commission England.

Procurement England is responsible for the procurement activities for Forestry Commission, Forestry England, Forest Services and has a supporting role to Forest Research.

2 Specification of Requirements

We will be awarding a contract for Pages Wood Freshwater Ecosystem Restoration.

Our intention is to award this contract for a period of 4 months.

The total value of this Contract over the entire period will be £40,000.

2.1 Background

The Forestry Commission are working as part of the Land of the Fanns (LoTF) Partnership¹ to deliver a river and wetland restoration/enhancement strategy for the Ingrebourne River and associated green spaces. The Pages Wood Freshwater Restoration is one of these projects. The steering group for this project comprises; Thames 21, Land of the Fanns, Havering Wildlife Partnership, Environment Agency and the Forestry Commission. The Ingrebourne River runs through the Pages Wood which, falls within the London Borough of Havering and is located to the North of Upminster.

Restoration activities will largely comprise earthworks. The proposed earthworks will involve the creation of a number of wetland scrapes and surface water management measures associated with the public access paths within the floodplain. Spoil material generated from the earthworks will need to be relocated out of the floodplain and stockpiled in close proximity to the parking area off Hall Lane.

As the above-mentioned works are classified as construction, Construction Design and Management (CDM) 2015 regulations need to be adhered to.

2.2 General Requirements

The Forestry Commission (The Client) wish to commission a Principal Designer and Contractor to develop detailed designs based on the current developed conceptual restoration plan (reference 1) and to construct/implement the designs on the ground and to fill all roles pertaining to the Principal designer and contractor under the CDM 2015 regulations.

We expect that the successful Principal Designer and Contractor will have experience in developing and delivering design and build/implementation of river and wetland restoration projects over a wide range of locations. As such we would expect them to have a good knowledge of the processes required to deliver the work, including:

- CDM 2015;
- Conducting a site visit/survey;
- Producing detailed design drawings;
- Compliance with requirements specified within the planning consent

¹ The Land of the Fanns Partnership is funded by the Heritage Lottery Fund (HLF) and comprises of the Thames Chase Trust, London Borough of Havering, London Borough of Barking & Dagenham, Brentwood Borough Council, Thurrock Council, Essex County Council, the Forestry Commission, Thames21 and the Thames Estuary Partnership.

- Implementation of restoration activities.

The appointed consultant will fulfil roles under CDM regulations as designers. Required outputs are: Designers risk assessment, Pre Construction Information (PCI) for contractors, buildability statement, Hazard Plan, Environmental Action Plan (EAP), RAG List (Red, Amber Green) activities, Drawings with Safety Health and Environment (SHE) Boxes, Services Search (already available from 2015).

Considerations

Budget

The project has a budget of £40,000; bids in excess of this amount will not be considered. Bids should demonstrate the cost-effectiveness and sustainability through re-use of materials on site, minimal use of imported materials and use of sustainably sourced, environmentally friendly materials wherever budget and other constraints allow.

Bids should outline proposed costings against each of the following elements.

- Site Surveys
- Detailed Design Development
- Hydraulic Assessment
- Ecological Mitigation Strategy
- Final Report and Design Deliverables
- Project management and CDM 2015
- Site security and welfare
- Vegetation Clearance
- Earthworks
- Wetland Scrapes
- Water Storage Ponds
- Contingency (10%)

Conceptual Plan

The conceptual freshwater ecosystem restoration plan (reference 1) for the study area has been included as an addendum to this tender document. Please ensure that your quotation fulfils all restoration activities included in the conceptual plan. Should alternatives to what has been specified, based on site conditions be required, these should be documented in the report along with the detailed designs.

Planning permission

Planning permission has been obtained from London Borough of Havering. The successful designer and contractor will be required to comply with conditions

laid down within the permission, that is, to provide a strategy for ecological mitigation measures identified within the Ecological Survey (reference 2) and provide detailed plans of the works for approval by the planning authority .

Flood Risk Activity Permit

EA Flood Risk Activity Permit will be obtained by Thames 21 on behalf of the Forestry Commission.

Tender requirements

- Cost² for each piece of work required as detailed above. which include:
 - As constraints are identified through the design and build processes, associated costs changes will need to be discussed and agreed with the client.
- Proposed methodology to be used.
- The proposed timelines to complete both the design and implementation phases of the project³.
- Information describing sustainability policies and experience of working on similar projects and/or in similar environments.

Note: The project steering group will take all the above-mentioned tender requirements into account when awarding the tender.

2.3 Health and Safety

All equipment and installations must meet the requirements of all applicable EU legislation and standards and be CE marked.

The supplier's work and the equipment and installation must comply fully with the requirements of UK Legislation, including but not limited to:

- Health and Safety at Work Act 1974
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Supply of Machinery Regulations 2008

The supplier must confirm that they will comply with any other acts, orders, regulations and codes of practice relating to Health & Safety in the UK which may apply to the

² Please indicate costs before VAT and including VAT where applicable.

³ Please note that there may be a lag period between the completion of the detailed design component of the project and implementation of the works due to permissions required. The detailed designs will be used to comply with conditions applied as part of planning permission. Once the design has been approved by the authorities (Local Council and Environment Agency) implementation will commence.

equipment or to Staff and other persons working on the FC premises in the performance of the contract.

In addition to this, all Staff and other persons working on the FC premises must comply with FC Health & Safety requirements.

Before any work commences on the FC premises, the Supplier will need to submit a Risk Assessment and Methods Statement (RAMS) for the proposed work, in order to be approved by the FC Estates Team. This is to include all names of Supplier personnel, including subcontractors, who will be attending site.

2.4 CDM 2015 Regulations

The Supplier must confirm compliance with CDM 2015 regulations.

In accordance with CDM 2015, the Supplier must ensure their personnel have the correct skills, knowledge, training and experience when undertaking work on site, and must ensure all personnel are appropriately supervised, instructed and given full information to carry out their work.

The Supplier must supply information to the Client, in order to compile the required Health & Safety File and give sufficient information to the Client in order to notify the UK HSE of this project via an F10 – Notification of Construction Project Form, if necessary.

The Supplier must provide information for, and co-operate with the Principal Contractor in assembling a Construction Phase Plan (CPP) before any work is carried out on the FC premises.

The Principal Contractor will ensure all Supplier personnel will be provided with suitable welfare facilities while working on the FC premises.

2.5 Defects

Suppliers must provide a warranty against the failure of any earthworks required by the project and should provide details of the scope and extent of the warranty including any exclusion.

2.6 Delivery and Timescales

The FC aims to place a purchase order with the chosen supplier before 31 10 2019. All suppliers must confirm the amount of lead-time (after receipt of a purchase order) that they require to, design and construct the project. The lead times will then be scored against the anticipated lead time benchmark, required to meet stakeholder's project timescales, of completion by 17/03/2020.

Time scales for delivery of the project are within the dates in the table below:

Project Timescales	
Contract Awarded	28/10/2019
Dates for Pre Commencement Meeting (PCM)	1/11/2019 – 10/11/2019
Start Date for construction phase	2/12/2019
Halfway point	27/01/2020
Completion of any necessary earthworks	31/01/2020
Completion of Project and submission of final invoice	17/03/2020

Due to ecological constraints, any operation requiring vegetation clearance must be completed before nesting season (generally February 2020)

In order for the FC to protect it against these risks the FC does use Liquidated Damages. The FC does not consider these to be onerous in anyway and will work in collaboration with the winning provider to ensure that the project is delivered on time.

2.7 Project Management

The FC will assign a named Project Manager (PM), for this project at contract award. The PM, along with the project steering group will work with the winning supplier's PM Team to deliver this project to time and to budget. Suppliers must ensure that they cost within their proposals all necessary visits and meetings.

2.8 Environmental Sustainability

The design, installation and delivery of this project should follow the principles of the Forestry Commission's environmental policy:

<http://www.forestry.gov.uk/website/forestry.nsf/byunique/infd-6z2jzm>.

We require the successful contractor to contribute towards our aim of being as sustainable as possible and to help reduce waste and energy requirements where feasible.

2.9 Service Level Agreements

The contractor will be required to attend at least one pre-commencement site meeting to plan the event and coordinate its management.

Good levels of communication are required with the FC team. The contractor will notify the FC contract manager in advance of the times and dates when they expect to be on site, if not detailed in the pre-commencement meeting. At the end of each week, the contractor will provide a rota for the following week showing who to expect on site and when. The contractor will also complete a RAID (risks, assumptions, issues and dependencies) log at the end of each week to ensure clear communication with the FC team.

2.10 Biosecurity

To protect the Public Forest Estate and to minimise the risk of introducing or spreading harmful pests and diseases, biosecurity measures appropriate to the level of risk at the location of work, are expected to be undertaken. For more information and guidance, please visit <https://www.forestryengland.uk/article/biosecurity-advice-forest-visitors>.

Note: Tenderers must include details of any areas where they will not be able to comply with these requirements. If your Tender does not meet these requirements we reserve the right to reject it completely.

3 Notes for Completion and Conditions

3.1 Timetable

Whilst we do not intend to depart from the timetable below, we reserve the right to do so and if this is required, we will inform Suppliers in writing of any changes.

Stages	Dates
Publish Contract Notice	03/09/2019
Closing date for expressing interest and questions	24/09/2019
Closing Date and Time for Tender Returns	12:00 Midday 07/10/2019
Evaluation Period	w/c 07/10/2019
Expected Notification of Intent to Award	w/c 14/10/2019
Expected Contract Start Date	By 02/12/2019

3.1.1 Site Visits

Before the return date, bidders may need to have a site visit so that they can complete their submission; bidders should contact the person named at 3.3 below to arrange this.

3.2 Enquiries

Please send all enquiries by email, by the deadline stated at Section 3.2 quoting the reference number printed at the front of this document to:

Simon Elgar - simon.elgar@forestryengland.uk

If we consider any question or request for clarification is relevant to all interested parties, we will circulate both the query and the response to all prospective bidders, although your identity will remain confidential.

If you want to tender, and have not yet registered interest in the tender, you must do so before the closing date for expressing interest to make sure you are told about any questions and answers.

3.3 Responses and supporting documents

Responses must be completed in full, any additional appendices must be clearly labelled. The FC will only evaluate on information provided, working history with the FC cannot be considered unless outlined in your tender submission. Please do not send promotional or general information; this will not be evaluated. Please ensure that all questions are completed in full, and in the format requested.

3.4 Return arrangements

Please return your completed tender submission inclusive of any relevant appendices as:

- 1 paper copy by post or hand delivered, and
- 1 copy on disk or USB type storage device in a read only format

Please note that we do not accept email copies. We must receive your completed tender before the closing date and time shown in the Timetable at section 3.2. We will keep tenders received before this deadline unopened until after this time. We reserve the right to not consider any tenders received after the deadline. Please be aware that tenders may be copied for our use.

Mark your envelopes with the words **'Tender for Pages Wood Freshwater Ecosystem Restoration – Not to be opened until 07/10/2019, 12:00.'**

Send completed tender documents to the following address:

Simon Elgar

Jeskyns

Jeskyns farm site

Shorne Wood Country Park

Shorne

Kent

DA12 3HX

3.5 Clarification

During our evaluation process, we may need to seek clarification on aspects of your tender return. If required we will contact you using the contact details you have provided. Clarification may require you to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit. The purpose of any such clarification is to provide us with the information we require to score your submission; it will not be an opportunity for you to improve or substantially change the information you have already submitted.

3.6 Sub-contracting arrangements

Where the supplier proposes to use one or more sub-contractors to deliver some or all of the requirements, details should be provided. This includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key deliverables each sub-contractor will be responsible for.

The FC recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However Suppliers should be aware that where information provided to the FC indicates that sub-contractors are to play a significant role in delivering key requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the FC immediately of any change in the proposed sub-contractor arrangements. The FC reserves the right to deselect the Supplier prior to any award, based on an assessment of the updated information.

3.7 Consortia arrangements

Please contact the FC before submitting a tender if you intend to bid as a consortium.

3.8 Confidentiality

When providing details of contracts in answering section 4.4 of this ITT (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The FC reserves the right to contact the named customer contact in section 4.4 regarding the contracts included in section 4.4. The named customer contact does not owe the FC any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

The FC confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contracts Regulations.

The Supplier must treat all information supplied to it by the FC in confidence and must not disclose it to third parties other than to obtain sureties or quotations for submitting its response.

As part of the tendering process, the Supplier must identify any parts of its tender submission which it designates as confidential and would not want published; such information may include technical or trade secrets or other confidential information. The FC will then assess this information (along with the rest of the contract) when

considering which contractual information should or should not be published or released on request.

3.9 Additional tender information

- All details of the tender, including prices and rates, must be valid for 90 days from the closing date for Tender Submissions as detailed in Section 3.1.
- The completed tender and all accompanying documents must be in English.
- Any contract or framework agreement concluded as a result of this ITT will be governed by English law.
- All prices will be in sterling and exclusive of VAT.
- Once we have awarded the contract or framework agreement, we will not pay any additional costs incurred which are not reflected in your tender submission.
- A Tender Panel will evaluate responses to the tender objectively using the evaluation matrix.
- Unless otherwise stated in this ITT, all costs associated with taking part in this process remain your responsibility and we will not return any part of your completed tender to you.

3.10 Pass/Fail questions

Some questions in the tender are fundamental requirements of the contract or framework agreement. These are marked on a 'pass/fail' basis and if you do not answer these sections appropriately, we may reject your submission in full and cease to evaluate any more questions.

3.11 Weighted questions

Some sections of this ITT include questions that are weighted. The weightings applied to each question ensure the relative importance of each is correctly reflected in the overall scores applied. For these questions, the marks out of 4 that are achieved for each question will be subsequently weighted to provide a total number of marks out of 100%.

3.12 Award & Feedback

Once we have carried out the evaluation and identified the successful tenderer(s), we will write to all tenderers by email of our award decision. We will give all bidders the opportunity of feedback. Please request feedback via email as soon as possible if required.

3.13 Right to cancel or vary the process

We reserve the right to cancel or withdraw from the tendering process at any stage.

3.14 Inducements

Offering an inducement of any kind in relation to obtaining this or any other contract with us will disqualify you from being considered and may constitute a criminal offence.

3.15 Disclaimer

While the information in this ITT and supporting documents has been prepared in good faith by us, it may not be comprehensive nor has it been independently verified.

Neither the FC, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

- makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of this ITT; or
- accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of relying on such information or any subsequent communication.

4 Your response

In order to submit a tender for this requirement you must complete and return the below sections in compliance with Section 3 above. All sections must be completed and returned.

Full details of how we will evaluate your submission can be found in the Evaluation Matrix below.

4.1 Supplier Information

Supplier details	Answer
Supplier Name & Address	
Registered company number	
Registered charity number	
Registered VAT number	
Name of immediate parent company	
Name of ultimate parent company	
Please indicate your trading status	Choose an item.
Please indicate whether any of the classifications apply	Choose an item.
Contact details	
Supplier contact details for enquiries about this ITT	
Name	
Postal address	
Phone	
Mobile	
E-mail	

Selection Criteria

4.2 Insurance

Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract or framework, the levels of insurance cover indicated below.	YES / NO
Employer's (Compulsory) Liability Insurance = £5million Note: It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.	
Public Liability Insurance = £5 million	

4.3 Health and Safety

This section allows us to assess your competency for health and safety. We have provided some guidance to help you understand the requirements for each area. You may also find it useful to refer to the Health and Safety Executive (HSE) website for some guidance before completing this section. You can find this here:

<http://www.hse.gov.uk/>.

4.3.1	<p>a) Does your organisation have a written health and safety policy? AND</p> <p>b) If yes, please provide details of when it was last reviewed and updated.</p> <p>Note: If your organisation has less than 5 employees, the Forestry Commission still requires you to have a written Health and Safety Policy</p>
Answer:	

4.3.2	The FC requires confirmation that this contract or framework will be carried out by personnel (individuals, staff or sub-contractors) with the pre-requisite Health and Safety certifications / qualifications. Bidders are required to complete the table below with reference to their delivery team for this contract or framework.			
	Certification / Qualification	Number of personnel with certification / qualification	Qualification Provider	Frequency of Update training

First Aid at work or Emergency First Aid at Work (+ F)*			
4.3.3	<p>If the appropriate personnel who will deliver the contract or framework do not currently hold any or all of the above qualifications or certifications, explain any plans (including dates) you have in place to secure the necessary certifications/qualifications in advance of contract or framework commencement.</p> <p>Please state 'not applicable' in the box below where this does not apply.</p>		
<p>Answer:</p>			

* Please see our [First Aid Policy for those that work on our land](#) for further details. Note: if your current certification does not cover these aspects, you will be required to undertake the necessary training prior to commencing any work.

4.3.4	<p>Briefly describe your selection process for sub-contractors. The selection process should include assessment and review of sub-contractors' approach to risk assessment; competence and qualifications; and accident/near miss reporting & recording.</p> <p>If you intend to carry out all work using your own direct employees, you need only provide a short statement to this effect.</p>		
<p>Answer:</p>			

4.3.5	<p>Briefly describe your process for ensuring personnel are competent and up to date on general and site specific health and safety requirements. This should include your plans for supervision and monitoring. Provide evidence of examples to support your response.</p>		
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Answer:

4.3.6 Provide an example of a site specific risk assessment you have applied in a previous contract which demonstrates that the risks identified have been controlled.

OR

Where an example from a previous contract cannot be produced, please explain how you would risk assess a job; please support this response with a generic or hypothetical risk assessment relevant to the subject of the contract/framework.

Answer:

4.3.7 In relation to your risk assessment process, describe how you monitor to ensure the controls remain in place for the duration of the work. Where available, supply any relevant evidence to support your response such as completed checklists or other similar evidence.

Answer:

4.3.8	Explain your approach to Lone Working; and where this is carried out provide details of your process, methods and frequency of checking for contracts of this nature.
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Answer:

4.3.9	Briefly explain how your organisation obtains competent health and safety advice (either within the organisation or externally). Please show us you have the following or equivalent: Internal health and safety personnel, consultants, appointed person in the organisation responsible for health and safety.
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Answer:

4.3.10	<ul style="list-style-type: none">I. Describe your accident / near miss reporting system including any actions taken post incident to prevent recurrence;II. Support your response with one example where this is available;III. Describe your understanding of the requirements under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).
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Answer:

4.3.11	<p>Provide a short explanation of your process for Inspection and Testing of Machinery and Equipment providing certificates and completed checklists to support your response.</p> <p>Your answer should show an understanding of the Provision and Use of Work Equipment Regulations 1998 (PUWER) and Lifting Operations and Lifting Equipment Regulations 1998 (LOLER), where relevant.</p>
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Answer:

4.4 References

Relevant experience and contract examples		
<p>Please provide details of up to two contracts, in any combination from either the public or private sector that are relevant to our requirement. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. The FC cannot be used as a reference.</p>		
	Contract 1	Contract 2
Name of customer organisation		

Point of contact in customer organisation		
Position in the organisation		
E-mail address		
Contract start date		
Contract completion date		
Estimated Contract Value		

Award Criteria

4.5 Requirement Specific Questions

No.	Question	Weight %
4.5.1	Please provide a statement to explain how you will meet the Contract Management requirements as set out in the specification. Please attach a Word Document of no more than five A4 pages in Ariel Font 10	15
Response:		
No.	Question	Weight %
4.5.2	Please detail how will you complete the project to high standard in the timescale required. Please specify how you will adapt to unexpected circumstance for example, unanticipated staff abstractions or adverse weather conditions. Please attach a Word Document of no more than five A4 pages in Ariel Font 10	20

Response:

No.	Question	Weight %
4.5.3	Pages Wood is part of the Thames Chase Community Forest, with high visitor numbers and its own social media presence. The site will be open to the public during the construction phase. How will you ensure the community is engaged during the project? Please attach a Word Document of no more than five A4 pages in Ariel Font 10	15

Response:

No.	Question	Weight %
4.5.4	What is the process you will take to design the river restoration to a high standard? Please provide case studies of previous designs you have made. Please attach a Word Document of no more than five A4 pages in Ariel Font 10	25

Response:

4.6 Pricing Schedule

	Weight %
<p>Please provide details of your pricing in the schedule provided below.</p> <p>The total budget for this work is £40,000; please ensure your bid does not exceed this. A breakdown of costs should be detail in the pricing schedule below.</p> <p>Note that for the purposes of scoring this schedule, though we require an understanding of the breakdown of y our costs, it is the overall price that will be marked.</p>	25

Ref	Description	Price (£)
	Site Surveys	
	Detailed Design Development	
	Hydraulic Assessment	
	Ecological Mitigation Strategy	
	Final Report and Design Deliverables	
	Project management and CDM 2015	
	Site security and welfare	
	Vegetation Clearance	
	Earthworks	
	Wetland Scrapes	
	Total Cost	

4.7 Terms and Conditions

This ITT, and any contract or framework agreement arising from it, will be subject to the latest version our terms and conditions for non-operational services.

The successful Tenderer's usual terms and conditions are not, and will not, become terms and conditions of any contract or framework agreement that we may award as a result of this ITT.

a)	Do you accept the FC's Terms and Conditions of Contract	Yes / No
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	as detailed above? (delete the option that doesn't apply)	
b)	If no, please provide details of any specific areas that you have an issue with. Please note that failure to agree to our Terms and Conditions of Contract may invalidate your tender submission.	

4.8 Declaration

I declare that to the best of my knowledge the answers submitted to these questions are correct. I understand that the information will be used in the selection and evaluation process to assess my organisation's suitability to participate in this procurement, and to determine which supplier(s) provide the most economically advantageous tender in accordance with the criteria set out in this ITT. I am signing on behalf of **(insert name of supplier)**.

I understand that the FC may reject my submission if there is a failure to answer all relevant questions fully or if I provide false/misleading information.

I understand the FC may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The FC may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The FC may also assess whether specified minimum standards for reliability for such contracts are met.

I understand that I must disclose if my organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control has been convicted of any criminal offences.

In addition, the FC may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

The essence of selective tendering is that the FC will receive *bona fide* competitive tenders from all those tendering. In recognition of this principle, I certify that this is a *bona fide* tender, intended to be competitive, and that 'we' (I or any other person acting for on behalf of my organisation) have not fixed or adjusted the amount of the tender by

or under or in accordance with any agreement or arrangement with any other person. I also certify that we have not done and we undertake that we will not do so at any time before the hour and date specified for the return of this tender any of the following acts:

- communicate to a person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium insurance quotations required for preparing the tender;
- enter any agreement with any other person whereby they will refrain from tendering or as to the amount of any tender to be submitted;
- offer or pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this work any act or thing of the sort described above.

In this certificate, the word "person" includes any individual, partnership, association, or body either corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

I also declare that there is no conflict of interest in relation to the FC's requirement.

ITT COMPLETED BY

Name:

Role in Organisation:

Date:

Signature:

Evaluation Matrix

Section	Description	Scoring	Scoring Criteria
4.2	Insurance	Pass/Fail	<p>Pass – You must either confirm that you have the required levels of insurance in place for each and every claim rather than on an aggregate basis or, alternatively, undertake that should you be successful, that such levels of insurance will be available to you and that you undertake to maintain these levels of insurance for the duration of the requirement.</p> <p>Fail – If you cannot make such a commitment, your bid will fail in its entirety.</p>
4.3.1	Health & Safety Policy	Pass or Fail	<p>Pass – Organisation has a health and safety policy which has been reviewed in the last two years.</p> <p>Fail – Organisation does not have a health and safety policy OR Organisation does have a health and safety policy but bidder has provided no evidence of policy being reviewed in last two years.</p>
4.3.2 4.3.3	Certifications / Qualifications	Pass or Fail	<p>Pass – Bidder has stated they have all the certifications/qualifications required to undertake the work in response to part a of the question; OR Bidder has not confirmed that all certifications/qualifications are currently held in response to 4.3.2, but has provided a response to 4.3.3 of the question which gives assurance that the necessary certifications/qualifications will be secured in advance of contract commencement.</p> <p>Fail – Bidder has not provided the necessary assurance that all certifications/qualifications will be secured in advance of contract commencement in response to either 4.3.2 and/or 4.3.3 of the question.</p>
4.3.4	Sub-contractor Selection Process	Pass or Fail	<p>Pass – Bidder has described their process for sub-contractor selection. The process explains all the aspects requested in the question and provides assurance that sub-contractors will be assessed thoroughly in this respect to meet the minimum health and safety requirements of the</p>

			<p>contract.</p> <p>Fail – The requirement to sub-contract has been identified in the bid, but the process for assessing sub-contractors does not cover the required aspects of the question and/or does not provide the necessary assurance that sub-contractors will be assessed thoroughly in line with requirements.</p>
<p>Responses to the rest of the H&S section will be scored as detailed below. In order to pass, bidders will need to score 11 or more out of 17. Any bidder scoring below 11 will fail the H&S section.</p>			
4.3.5	Updating of H&S	Scored Question	<p>Score of 2 – Response provides confidence that personnel are updated on relevant health and safety matters at appropriate times and that adequate supervision/monitoring is undertaken – relevant actions may include use of site inductions, training, newsletters, meetings, site visits etc.</p> <p>Score of 1 – Response leaves reservations about whether personnel are provided with the relevant health and safety updates or provides limited evidence of updates being carried out. There is limited evidence to demonstrate adequate supervision or monitoring takes place.</p> <p>Score of 0 – No response provided or inadequate response provided.</p>
4.3.6	Risk Assessment Process	Scored Question	<p>Score of 4 – Relevant site specific risk assessment from previous contract has been provided. This shows appropriate hazards and controls, demonstrating competence in application of this process.</p> <p>Score of 3 – Description of risk assessment process has been provided along with generic or hypothetical risk assessment. This shows an understanding of the process and provides confidence that the bidder would be able to apply the principles in a real situation.</p> <p>Score of 2 – Description of risk assessment process has been provided without any examples OR generic or hypothetical risk assessment has been provided, with no further information of the process applied.</p> <p>Fail – Inadequate process or no response provided</p>

4.3.7	Risk Assessment Process	Scored Question	<p>Score of 3 – Process description provides confidence that sufficient monitoring takes place throughout contract duration to ensure controls remain on site. Response is supported by appropriate evidence such as completed checklists, records of toolbox talks, evidence of supervisory visits or other appropriate evidence.</p> <p>Score of 1 – Process description provided <u>without</u> further appropriate supporting evidence – this gives some confidence that controls remain on site through the duration of the contract. OR, Some evidence supplied such as completed checklists, records of toolbox talks, supervisory visits or similar <u>without</u> a description of the process applied.</p> <p>Score of 0 – No response provided or response does provide confidence that an adequate process exists to ensure controls will remain on site for the duration of the contract.</p>
4.3.8	Lone Working Process	Scored Question	<p>Score of 4 - Supplier does not allow lone working.</p> <p>Score of 3 - Lone working is restricted and the approach and system described gives confidence that the risk of lone working is being adequately controlled. Frequency of checking is appropriate to the risks associated with the work.</p> <p>Score of 1 - Lone working is carried out but explanation of process gives limited confidence of risks being controlled to an acceptable level.</p> <p>Fail - Response is completely inadequate or process described does not provide any confidence that Lone Working process will be managed to ensure safety of personnel.</p>
4.3.9	Health & Safety Advice	Scored Question	<p>Score of 1 - Response identifies competent responsible person.</p> <p>Score of 0 - Response not provided or inadequate.</p>
4.3.10	Accidents / Near Misses and RIDDOR	Scored Question	<p>1 point allocated for each of the following (maximum score achievable is 3):</p> <ul style="list-style-type: none"> - Relevant accident reporting process

			<p>described along with any post-accident actions to prevent recurrence – Score 1 point</p> <ul style="list-style-type: none"> - Examples provided are relevant and demonstrate process being put into practice – Score 1 point - RIDDOR description, categories, timescales and understanding of responsibilities reflect current legislative requirements – Score 1 point
4.3.11	Inspection and Testing of Machinery and Equipment	Pass or Fail	<p>Pass - Sufficient explanation of process provided along with evidence of internal and external checks being carried out. Response demonstrates an understanding of PUWER and LOLER (where relevant).</p> <p>Fail - Lack of evidence or understanding provided and or inadequate checking process demonstrated</p>
4.4	References	Pass/Fail	<p>Pass – Two references relevant to the subject matter of this ITT have been provided and the authority is content that the minimum standards for reliability have been met. We will consider accepting a lower number of references depending on how long you have been in business.</p> <p>Fail – References are not relevant OR a satisfactory number of references have not been provided OR the authority has evidence of the suppliers’ failure to discharge their obligations under previous principal relevant contract(s) which may include minimum standards for reliability in performing such contracts having not been met.</p>
4.5	Requirement Specific Questions	75%	<p>0 – No response (complete non-compliance)</p> <p>No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible.</p> <p>1 – Unsatisfactory response (potential for some compliance but very major areas of weakness)</p> <p>Substantially unacceptable submission which</p>

		<p>fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements</p> <p>Would represent a very high risk solution for the FC.</p> <p>2 – Partially acceptable response (one or more areas of major weakness)</p> <p>Weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements</p> <p>May represent a high risk solution for the FC.</p> <p>3 – Satisfactory and acceptable response (substantial compliance with no major concerns)</p> <p>Submission sets out a solution that largely addresses and meets the requirements, with some detail (or, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements</p> <p>Medium, acceptable risk solution to the FC.</p> <p>4 – Fully satisfactory /very good response (fully compliant with requirements).</p>
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4.6	Pricing Schedule	25%	<p>The lowest priced tender will receive the maximum score available for this section. All other scores will be calculated by :</p> <p>$\frac{\text{Lowest Tender Price} \times \text{Score available}}{\text{Tender Price}}$</p>
4.7	Terms and Conditions	Pass/Fail	<p>Pass: Terms and Conditions have been accepted without any exceptions, or exceptions are minor and can be accommodated.</p> <p>Fail: Exceptions noted have been discussed and are unable to be accommodated.</p>
4.8	Declaration	Pass/Fail	<p>Pass: Completed, signed declaration has been provided.</p> <p>Fail: Declaration has not been signed or provided, or exceptions have been noted which cannot be accepted.</p>