

Invitation to Tender

Title: ISO 11 Incinerator life extension project - Project Management.

Date: 29th April 2024

Procurement: John Nixon

Owner: Anthony Clarke

Client: The Pirbright Institute

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2 Introduction

The Pirbright Institute is inviting tenders for Project Management in relation to ISO 11 Incinerator life extension project at The Pirbright Institute.

2.1 Document Purpose

The primary purpose of this document is to provide potential suppliers with the information to allow them to submit adequate information to tender for the services.

2.2 Contract Notice

A notice for this contract was placed on Contracts Finder on the **30th April 2024** by The Pirbright Institute.

2.3 Contract Type

NEC4 Professional Services Contract

2.4 Contract Duration

The award contract duration will be **15th July 2024 - 31st December 2025**.

3 Contract Scope

The contract is for a single supplier to provide Project Management in relation to ISO 11 Incinerator life extension project at The Pirbright Institute, Ash Road, Pirbright, Surrey, GU24 0NF.

See Appendix E - Contract Specification - Incinerator life extension Project Manager

PROJECT SCOPE AND OBJECTIVES

The primary objective of the project is to ensure ISO 11 has an incinerator available to operate, which is safe, reliable and will serve the building for a minimum of 10 years (Based on projected building lifespan).

The project will address the issues identified in the HAZOP study as per Appendix 2 of the Outline Business Case.

There are a total of 12 (Twelve) Work packages, not including Project Management within the overall project. The following 10 (Ten) Work Packages will require procurement and delivery under the scope of Project Management:

- WP2: Replace Incinerator Control System with new Open Protocol system, compatible with current standards and compliant with HAZOP.

- WP3: Replace Continuous Emissions Monitoring System (CEMS) and Secondary chamber Oxygen monitoring with new system(s), compliant with all current standards.
- WP5: Incinerator kiln refractory lining upgrade to the Primary and Secondary Combustion Chambers.
- WP6: Diesel fuel system upgrade and fuel tank replacement.
- WP7: Carry out appropriate technical assessment, such as HAZOP, LOPA, SIL assessment.
- WP9: Carry out upgrade to primary kiln catch box to where necessary.
- WP10: Upgrade incinerator loading system hydraulics to make compliant with current standards and to add provision of manual override.
- WP11: All necessary commissioning and necessary environmental testing (QAL 2 examination under Waste Incineration Directive). Update of all existing statutory licenses and environmental permit (enforced with Guildford local council).
- WP12: The Principal Contractor and Designer roles under Construction Design Management regulations: 2015 + design consultancy.
- WP13: Legal representation to assist with the various contracts.

The following scope is not to be delivered as part of this project:

- Any replacement kiln(s) or flue pipe(s).
- Any Abatement plant upgrades
- Any feasibility or design work on future technologies, or future plans.

Project objectives

The primary objectives of the project are:

- To ensure ISO 11 has an incinerator available to operate, which is safe, reliable and will serve the building for a minimum of 10 years (Based on projected building lifespan).
- To address the issues identified in the HAZOP study as per Appendix 2.

Key dates are shown below based on funding awarded at the start of April 2024 for delivery of Preferred Way Forward. Note that 20% Time contingency has been added in producing these dates.

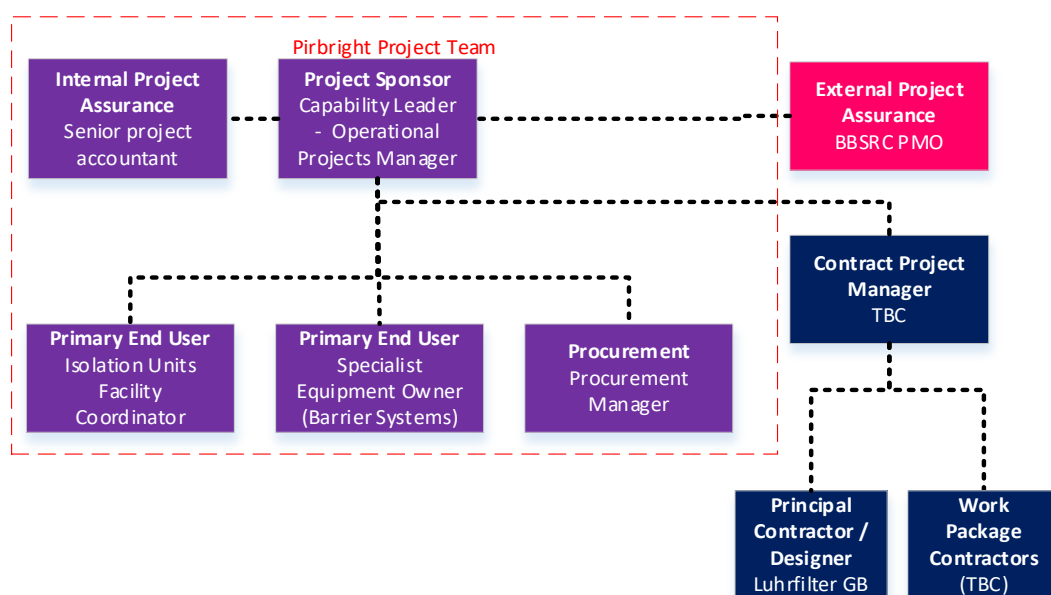
Two main phases of site works have been considered during ISO11 shutdown periods and are shown in the dates below:

- Funding Approval: March 2024
- Costs claim back (WP1): April 2024
- Consultant PM procurement: April – July 2024.
- Principal Contractor / Designer role (WP12) appointment: April – May 2024
- Concept design to tender: July – August 2024
- Procurement of M&E and Controls Work Packages: July – October 2024
- Mechanical & Controls detailed design: October – December 2024
- HAZOP review: January 2025
- Factory Acceptance Tests: May – June 2025
- Components lead time: April 2025 – July 2025
- Phase 1: WP 3,5,9 (CEMS, Refractory, Catch Box upgrade): December 2024 – February 2025
- Phase 2: WPs 2,6,10 (Controls, Fuel system, Hydraulics): August – October 2025
- WP 11 Commissioning and Emissions testing: November 2025
- Handover to operations November – December 2025.

PROJECT GOVERNANCE AND PROJECT DELIVERY

This project will be delivered through a Construction Management procurement route with the procurement of Work Packages to be managed by the Pirbright appointed Project Manager, through the Pirbright procurement department, using Pirbright's procurement process as described in section 6.1.

The envisaged project delivery team and governance structure is summarised by the organogram below:



Project Sponsor: Capability Leader – Operational Projects Manager. Estimated 2 hours / week (0.05FTE). Project lead on behalf of the Institute. Overall accountability to Pirbright for delivery of the project. Approves orders and tracks project budgets along with project manager. Joint production of PHRs. Acts as the link between the project and Internal & External project assurance.

Internal Project Assurance: Finance Project Accountant Lead: Estimated 0.5 hours / week (0.0125 FTE). Provides financial assurance on project. Produces monthly accounts and checks PHRs prior to monthly operations board.

Primary End User: Specialist Equipment Owner (Barrier Systems): Estimated 4 hours / week (0.1 FTE). Provides technical input and advice to the project. Takes handover on behalf of EMS

Procurement & Capex Tracking: Finance procurement manager: Estimated 0.5 hours / week (0.0125 FTE). Places orders, assists with Cashflows.

Contract Project Manager (TBC): Estimated between 0.5-2 days per week depending upon project phase. Pirbright will appoint a Project Manager who will act as a Construction Manager, in coordination of the Work Packages and a supporting role in the procurement of Work Package contracts, but no contractual links with the Work Package contractors as this is held by the client (Pirbright). The Project Manager's full role is described in Appendix 10.

Principal Contractor and Designer (Luhrfilter GB)

Luhrfilter GB will take on the Principal Contractor and Principal Designer roles as detailed under CDM regulations 2015. This will include the management of a "CDM site" during the construction phases and day to day coordination of Work Package contractors, working with the Project Manager to ensure programme and cost are controlled. Luhrfilter will have no contractual links to the Work Package contractors. The Principal Contractor and Designer roles are described in Appendix 10.

4 Instructions to Tenderers

4.1 Location of Works

The works will take place at the following address:

The Pirbright Institute

Ash Road
Pirbright, Surrey
GU24 0NF

4.2 Procurement Timetable

The timetable for this tender is anticipated as below:

Key Task/Milestone	Date
Tender Stage	
Notice published on Contracts Finder	30 th April 2024
Invitation to Tender issued through Contracts Finder or on Request	30 th April 2024
Site Visits to be arranged through anthony.clarke@pirbright.ac.uk	3 rd June 2024
Deadline for receipt of questions relating to the tender	16:00 7 th June 2024
Answers to questions circulated	COP 12 th June 2024
Date for receipt of Tender Submissions to PirbrightTenders@pirbright.ac.uk only	12:00 17 th June 2024
Evaluation of Tender Submissions	18 th June - 8 th July 2024
Contract Award Stage	
Contract Award	9 th July 2024
Contract Commencement Date	15 ^h July 2024

4.3 Tender Submission Requirements

Tenderers should ensure that their Tender is submitted on company headed paper and confirm the following:

- Cover Letter on company headed paper
- Tenders for works broken down where appropriate into project stages
- Acceptance statement of THE PIRBRIGHT INSTITUTE chosen T&Cs detailing any modifications required
- Acceptance statement of confidentiality statement included in this ITT document
- Details of how the specification will be met
- Details of relevant experience
- Details of relevant qualification
- Details of 3 relevant case studies
- Details of Quality management system processes/accreditations utilised
- Details of Safety management system processes utilised

- Project Manager(s) will need to undergo site security clearance so they can work unescorted.

Tenderers should be fully complete and include the following as part of their Tender submission:

- Appendix A - Supplier Pre-Qualification Questionnaire
- Appendix C - Pricing Schedule
- Appendix F - Form of Offer

4.4 Tender Submission and Clarifications

The PIRBRIGHT INSTITUTE contact for queries and clarifications is

Name	Position	Email & Telephone
John Nixon	Procurement Buyer	Procurement.department@pirbright.ac.uk

All queries will be collated, and clarifications issued to all tenderers during the process. Deadline for receipt of questions relating to the tender by no later than **7th June 2024**.

Tender submissions to PirbrightTenders@pirbright.ac.uk only and by no later than **12:00 (noon) on 17th June 2024**.

4.5 Tender Evaluation

Once received, tenders will be evaluated by members of the PIRBRIGHT INSTITUTE Estates Management team.

Tenders will be evaluated based on cost, commercial and quality aspects, and references will be sought where appropriate.

Evaluation will take the form of scoring via a scoring matrix see Appendix B .

Where required, clarifications will be sought by THE PIRBRIGHT INSTITUTE from tenderers to ensure scoring is fair.

Where tender contract price is deemed by THE PIRBRIGHT INSTITUTE to be abnormally high or low, they may be discounted from the competition and not taken through to the scoring stage of the tender. It will be at the discretion of THE PIRBRIGHT INSTITUTE whether clarification is sought for the abnormally high/low proposal. In the event that a tender submission contains other abnormal factors, clarification will be sought by THE PIRBRIGHT INSTITUTE. Should THE PIRBRIGHT INSTITUTE not be satisfied with the clarification response, they may disqualify the tender from the competition and no further evaluation/scoring will be conducted for the tender submission.

On completion of evaluation and scoring of tender submissions, where the highest scoring submissions are within 5% of each other, it will be at the discretion of THE PIRBRIGHT INSTITUTE to award the contract to the supplier they deem most appropriate for the contract provision.

4.6 THE PIRBRIGHT INSTITUTE Terms and Conditions

The contract will be based on the following model:

NEC4 Professional Services Contract (PSC).

4.7 Confidentiality

By submitting a tender proposal in response to this ITT the tenderer is agreeing to the following:

All information supplied to you by The Pirbright Institute, including this ITT and all other documents relating to this Procurement Process, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this Procurement Process and/or prepare your tender response) unless the information is already in the public domain or is required to be disclosed under any applicable laws.

You shall not disclose, copy or reproduce any of the information supplied to you as part of this Procurement Process other than for the purposes of preparing and submitting a tender response. There must be no publicity by you regarding the Procurement Process or the future award of any contract unless the Customer Organisation has given express written consent to the relevant communication.

This ITT and its accompanying documents shall remain the property of The Pirbright Institute.

The Pirbright Institute reserves the right to disclose all documents relating to this Procurement Process, including without limitation your tender response, to any employee, third party agent, adviser or other third party involved in the procurement in support of, and/or in collaboration with, the Customer Organisation. The Pirbright Institute further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below).

By participating in this Procurement Process, you agree to such disclosure and/or publication by the Customer Organisation in accordance with such rights reserved by it under this paragraph.

The Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR"), and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to The Pirbright Institute (together the "Disclosure Obligations").

You should be aware of The Pirbright Institute's obligations and responsibilities under the Disclosure Obligations to disclose information held by The Pirbright Institute. Information provided by you in connection with this Procurement Process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by The Pirbright Institute under the Disclosure Obligations, unless The Pirbright Institute decides that one of the statutory exemptions under the FOIA or the EIR applies.

If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, you must provide clear and specific detail as to:

- The precise elements which are considered confidential and/or commercially sensitive.
- Why you consider an exemption under the FOIA or EIR would apply.
- The estimated length of time during which the exemption will apply.

The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this Procurement Process you agree that The Pirbright Institute should not and will not be bound by any such markings. In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that The Pirbright Institute accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to The Pirbright Institute, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made.

You agree, by participating further in this Procurement Process and/or submitting your tender response, that all information is provided to The Pirbright Institute on the basis that it may be disclosed under the Disclosure Obligations if The Pirbright Institute considers that it is required to do so and/or may be used by the Customer Organisation in accordance with the provisions provision of this ITT.

Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with The Pirbright Institute’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on The Pirbright Institute’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

4.8 Conditions of Tender

- In submitting a proposal in response to this invitation to tender tenderers do so on the conditions specified or referred to herein and on the following express conditions.
- Tenderers should consider only the information contained within this invitation to tender, or otherwise communicated in writing to tenderers, when making their offer.
- Information supplied by THE PIRBRIGHT INSTITUTE is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. THE PIRBRIGHT INSTITUTE cannot accept responsibility for any inaccurate information obtained by Tenderers.
- Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender
- The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
- Tenderers shall not enter into any agreement or arrangement with any other person with

the intent that the other person shall refrain from tendering or between you agree as to the amount of any other tender to be submitted.

- THE PIRBRIGHT INSTITUTE shall not be liable for, or pay any direct or indirect costs howsoever incurred by any Tenderer in the preparation of their tender, or for the costs of any post-tender clarification meetings, presentations, demonstrations or by any Tenderer who fails to respond by the deadline set.

5 APPENDICES

Appendix A - Supplier Pre-Qualification Questionnaire

Appendix B - Incinerator life extension Project Manager - Scoring Matrix

Appendix C - Pricing Schedule

Appendix D - NEC4 PSC Contract Data

Appendix D - NEC4 PSC Contract Data Schedule 1 - Z Clauses

Appendix E - Contract Specification - Incinerator life extension Project Manager

Appendix E1 A - Technical information + feasibility

Appendix E1 B - Project Information File Checklist

Appendix E1 C - Site Rules

Appendix E1 D - Project Risk Register - Risk Register ISO 11 Incinerator life extension

Appendix E1 E - Document Storage

Appendix F - Form of Offer

Appendix G - The Pirbright Institute's use of animals in research