

Invitation to Tender (ITT)

SECTION ONE

PART 1 – SPECIAL NOTICES AND INSTRUCTIONS TO TENDERERS (SNITS)

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Name	Date	Version
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IMPORTANT NOTICE

Whilst the information contained in the documents above and other supporting data has been prepared in good faith, it is not comprehensive and has not been verified independently by the Secretary of State for Health, and Social Care, UK Health Security Agency (UKHSA) (an Executive Agency of the Department of Health), advisers or agents. Therefore, in no circumstances will either the Secretary of State for Health and Social Care or the relevant representatives be responsible for any of the information in these documents.

Nothing in this document should be interpreted as a commitment or representation by UKHSA that it will carry out the procurement in relation to the requirements stated in this document. The Secretary of State reserves the right to:

- Withdraw this document.
- Terminate any procurement process.
- Award the contract without prior notice; and
- Change or waive the basis of, the requirement, the procedure and the timescales of this procurement process in whole or in part, including issuing updated or amended documentation or adding or removing components from the scope of the requirement at any stage, or varying the indicative timescales set out in this Invitation to Tender (ITT).

No legal or other obligation shall arise between any person to whom this document is made available, unless and until a contract is formally entered into.

Neither UKHSA nor the relevant representative shall be liable for any costs or expense incurred by the Tenderer or other recipients of this document in connection with the procurement process, including if the process is terminated, suspended or amended.

UKHSA reserves the right to disqualify any Tenderer who provides information and confirmations which later prove to be untrue or incorrect or does not supply the information required during the procurement process. UKHSA further reserves the right to require the submission of any additional, supplementary or clarification information as it may consider appropriate.

Tenderers acknowledge that UKHSA may disclose information it holds (including solutions (in whole or part) submitted to it) pursuant of a statutory, legal, or parliamentary obligation of duty, including without limitation, requirement under the Freedom of Information Act 2000 (FOIA).

The terms of the Confidential Disclosure Agreement (CDA) you have signed with UKHSA in connection with this procurement apply to this document, the information contained herein, and any other information provided as part of the procurement.

1. PURPOSE

This document provides special instructions, notifications, and guidance instructions to the Tenderer to assist them in the preparation and production of their bid to meet UKHSA's submission requirements. It is essential that the guidance and instructions contained herein are read and understood by all members of the Tenderer's team.

This document has been issued to obtain from Tenderer's their proposed solution, including costs and plans for delivering UKHSA's Requirements, as set out in the schedule of services and scope included within this ITT.

The Tenderer should note that all documentation issued in connection with this ITT and subsequent issue of documentation is Crown Copyright and may therefore only be copied and used in the preparation for this procurement.

It should be noted that the special notices and instructions to Tenderers will not become part of any resulting contract.

UKHSA seeks to engage a contractor to complete a design and build contract as part of their laboratory refurbishment programme of works, as set out in the ITT (Section 1) and the draft Contract (Section 2 to this ITT)

1.1. BACKGROUND

UKHSA were established in April 2021 to bringing together Public Health England (PHE), NHS Test and Trace and the analytical capability of the Joint Biosecurity Centre.

We protect and improve the nation's health and wellbeing, and tackle health inequalities so that the poorest and illest benefit most. We provide a nationwide, integrated public health service, supporting people to make healthier choices. We provide expertise, information and intelligence to public health teams based in local authorities and the NHS to secure the biggest improvements in the public's health.

Through providing an integrated health protection service we ensure that everyone is protected from threats to their health from infectious disease and environmental hazards such as radiation, chemicals and poisons.

To ensure it remains a world leader in public health, UKHSA is in the process of refurbishing several their containment level 3 (CL3) laboratories at the Porton Down site.

The UK Health Security Agency seeks to appoint an organisation to provide multi-disciplinary design and construction services to support the CL3 Laboratory Refurbishment Programme.

This ITT contains guidance and instructions relating to the procurement process, the Technical and Commercial Requirements, the evaluation process and means of evaluation, how to respond and award criteria. Each Tenderer's response (Tender) should provide sufficient detail to enable UKHSA to evaluate their solution and enable UKHSA to assess against the scoring methodology regarding the Tenderer's ability to deliver a solution that will meet the requirements set out in this ITT and draft Contract.

This project consists of:

210020 – 164 & 166 Laboratory Refurbishments

The laboratories shall meet the full requirements of ACDP CL3 / SAPO 3.

The general intent is to provide an ACDP CL3 / SAPO 3 Compliant 2 bay laboratories capable of autonomous and continuous 24/7 operation and be capable of being fumigated with formaldehyde independent of the operational status of the adjacent laboratory and adjacent areas.

In broad terms, the scope of this project is the removal of the existing systems, and the design, supply, delivery, construction, installation, balancing commissioning, testing, verification, documentation and handover (inclusive of a handover pack) of the project.

The works shall provide fully User, Regulatory and Legislative compliant ACDP CL3 / SAPO 3 laboratory operations.

This tender is for the refurbishment of two laboratories next to each other. The reason for this is to enable safe construction with some economic benefits on preliminaries. Each laboratory MUST be independent in terms of its plant and services.

2. NOTICES AND INSTRUCTIONS

2.1. DEFINITIONS

The following definitions are to be used:

Term/Acronym	Definition
Employer	UK Health Security Agency (UKHSA)
Employer Contact	Samuel Essien Programmes – Commercial Lead
Work Location	Porton Down, Salisbury SP4 0JG
Service	Multi-Disciplinary Design & Build
Programme	CL3 Laboratory Refurbishment
Email Confirmation Address	Moira.Pickford@ukhsa.gov.uk
Contract	JCT Constructing Excellence Contract 2016 with Risk Allocation Schedule
Services	The provision of Design & Construction services to enable the successful laboratory refurbishments to meet user requirements (URS) and specification.
Lump Sum Price	The lump sum price is not subject to change, other than agreed indexation
Project	210020 – 164 & 166 Lab Refurbishments
Priced Activity Schedule	Fixed prices against schedule of Services as set out in Schedule 3

2.2. GENERAL

UKHSA seeks to enter into an unambiguous, fair, specific and sustainable contractual agreement that articulates the obligations of Employer and the Supplier and details the contractual procedures to be employed during its execution. UKHSA seeks Tenderers to submit proposals that set out their solutions to deliver the contract requirement, to be demonstrated against each of the technical/quality evaluation requirements in their response. Such that UKHSA can be confident that the Tenderer's solution meets the requirement and that they have the necessary experience, capability and capacity to deliver the service.

2.3. CONFLICT OF INTEREST

Tenderers are responsible for ensuring that there are no conflicts of interest either between their own advisers and those of UKHSA, or between the members of their Tender team and associated sub-contractors. A Tenderer must notify UKHSA of any conflict of interest as soon as reasonably practicable after becoming aware of any such conflict. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of UKHSA.

A statement declaring any known conflicts of interest, or a 'Nil Return' is required to be submitted as part of the Requests for Information response (at Annex A of the ITT).

2.4. CONFIDENTIALITY

Tenderers should note that the copyright in this document, any further documents issued by UKHSA in relation to the procurement process, and the information contained or referred to in these documents (other than any information which is identified as belonging to a third party), rests with UKHSA. This Document as a whole (or in part) must be treated as 'Official' and shall remain confidential within the Supplier's own organisation. These documents may not be reproduced, copies or disclosed to any third party, unless expressly permitted by UKHSA.

The Tenderer shall not use the information for any purpose other than for the purpose of preparing the Tender submission and presentation.

Any Tenderer who, in UKHSA's opinion, breaches any of the requirements of 2.4 may, at UKHSA's sole discretion, be disqualified (without prejudice to any other civil remedies and without prejudice to any criminal liability such conduct may attract).

In order to protect the sensitivity of Tenderer's commercial information, all members of the evaluation team (external or internal) have signed and agreed to confidentiality undertakings. Notwithstanding UKHSA's protection of Tenderer's information, Tenderers should note that the National Audit Office (NAO) has a legal right to see any information that is held by UKHSA for the purpose of audit or review.

2.5. TRANSPARENCY, FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

You should be aware that the contents of any resulting contract may be published in line with government policy. Before publishing any contract, UKHSA will redact any information which is exempt from disclosure under the Freedom of Information Act 2000 ('the FOIA') or of the Environmental Information Regulations 2020 ('the EIR'). Whilst there can be no guarantees, there are exemptions and exceptions in the FOIA and EIR that can protect commercially sensitive information.

However, it should be noted that even where a Tenderer has indicated that information is commercially sensitive or otherwise exempt, UKHSA may be required to disclose it under FOIA. UKHSA will consult with the Tenderer to ascertain the degree of harm that would arise from disclosure and while Tenderer's views will be taken into consideration the ultimate decision lies with UKHSA.

Tenderers will need to submit the completed commercially sensitive information form at Annex B where they can highlight information that they deem to be confidential or commercially sensitive.

2.6. COMMUNICATIONS

Subsequent communications, whether written or oral, arising throughout the procurement process and administration of the Contract shall be conducted in the English Language. All measurement should be in metric and prices shall be shown in £ Sterling exclusive of VAT.

The Tender's submission and all communication **must** be made via the UKHSA e-tendering platform 'Atamis'. Any communications to UKHSA about the Tender via any other means whilst the procurement is active may result in exclusion.

2.7. PUBLICITY

Tenderers shall not undertake (or permit to be undertaken) at any time during the procurement process, any publicity activities with any section of the media in relation to the UKHSA Science Hub Programme other than with the prior written agreement of UKHSA. 'Media' includes, but without limitation radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representative of such media.

2.8. SUPPLIER CHARTER

The UKHSA Supplier Charter is intended to demonstrate a commitment by UKHSA and its Suppliers to establish better working relationships in the supply chain, based upon openness and trust. UKHSA expects its Suppliers to communicate this Charter to their named sub-contractors and employees and ensure that they, in turn, also observe the expectations outlined.

2.9. CANVASSING

Any Tenderer who, in connection with this tender:

- offers any inducement, fee or reward to any Minister, servant or agent of UKHSA or any person acting as an adviser in connection with this tender process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916; or
- contacts any Minister, servant or agent of UKHSA or any person acting as an adviser prior to a contract being entered into about any aspect of this Tender process in a manner which could jeopardise the process and/or conduct of the Tender

may be disqualified from Tendering at UKHSA's absolute discretion (in either case without prejudice to any other civil remedies available to UKHSA and without prejudice to any criminal liability which such contact by the Tendering party may attract).

2.10. PROCUREMENT PROCESS

UKHSA are using the JCT Constructing Excellence Contract 2016 with Risk Allocation Schedule.

2.11. PROCUREMENT TIMETABLE

The timescales specified in this document are indicative only and UKHSA may revise these from time to time. Although we will make every effort to adhere to them. If UKHSA does revise these timescales, Tenderers will be notified accordingly.

Event	Date & Time
Date of issue of Tender document & Commencement of Clarification Questions period	20 th October 2022
Site Visit	1st November 2022
Deadline for receipt of clarification questions	4 th November 2022

Tender submission date (via Atamis – soft copy)	10 th November 2022 10:00 a.m.
Target Award of Contract	19 th December 2022

2.12. TENDER

The Tenderer must submit all required information as set out in Annex A Request for Information. The tender must be signed and dated by an official person duly authorised to do so, at Annex C, on behalf of the Tenderer and submitted via Atamis.

2.13. UNAUTHORISED ALTERATIONS

No unauthorised alterations or additions are to be made to the form of this tender or any other component of the Tender document.

2.14. BLANK SPACES AND OPEN SQUARE BRACKETS

The Tenderer is to fill in all the blank spaces and open square brackets as directed in the Tender document, with applicable data, text, charts, tables and or figures as required.

2.15. DOUBTS OR OBSCURITIES

Should there be any doubt or obscurity as to the meaning of any item of information contained within the Tender documents, or as to anything to be done or not done following acceptance of the ITT, or as to subsequent Instructions to the Tenderer, or as to any other matter arising, the Tenderer must set forth such doubt or obscurity in writing and submit to UKHSA via Atamis, as early as possible during the Tender period in accordance with 2.6.

2.16. TENDER PREPARATION COSTS

UKHSA will not be responsible for nor pay any expenses or loss, which may be incurred by Tenderer in connection with the preparation of his Tender.

2.17. SUBMISSION OF TENDER

- a) The Tender is to be submitted via UKHSA's Atamis e-procurement portal.

<https://health-family.force.com/s/Welcome>

- b) The soft copy of the Tender is to be submitted no later than 10:00 a.m. on the day and date given in the Procurement Timetable within these instructions. Tender soft copies which arrive late will without exception be excluded from any further consideration.
- c) Any queries must be submitted via Atamis.

2.18. UKHSA COMMITMENT TO AWARD

UKHSA is not bound to accept all or part of the Tenders submitted.

2.19. ACCEPTANCE OF TENDER

The Tender shall remain open for acceptance by the Employer for 180 days.

2.20. TRAVEL AND SUBSISTENCE

All rates, prices and percentages shall be inclusive of travel, subsistence and profit.

2.21. DISCLAIMER

The Tenderer should conduct their own investigations, and, to the maximum extent permitted by law, UKHSA shall not be liable for the accuracy or adequacy of information included in this Tender.

2.22. NON-COLLUSION

Any Tenderer who, in connection with this Tender process and, without obtaining the prior written consent of UKHSA:

- Fixes or adjusts the amount of its bid by, or in accordance with, and agreement or arrange with any other Tenderer or Consortium Party (other than a member of its own consortium).
- Enter into any agreement or arrangement with any other Tenderer or Tenderer Party (other than a member of its own consortium).
- Causes or induces any person to enter such agreement as mentioned in paragraphs above or to inform the Tenderer of the approximate amount of a rival tender.
- Offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or cause or having caused to be done in relation to any other solution or proposed solutions any act or omission; or
- Communicates to any person other than UKHSA the approximate amount or full amount of its tender,

will be disqualified (without prejudice to any other civil remedies available to UKHSA and without prejudice to any criminal liability that such contract by a Tenderer may attract).

In respect of the above, Tenderers are required to complete and return Certificate of Non-Collusion at Annex D.

2.23. TENDER SUBMISSION

The Tenderer is required to submit **one (1)** electronic copy via Atamis of the following Tender deliverables as set out in the Requirements of Information table at Annex A, this is to include one priced and one unpriced submission of the activity schedule. Failure to submit any of the Tender deliverables specified below will result in the exclusion of the Tenderer from further consideration by UKHSA.

Only Tenders submitted without qualification and are compliant strictly in accordance with the process set out in this Tender document as issued (or subsequently amended by UKHSA), will be deemed as a bona-fide and an accepted Tender for consideration. The decision on whether a Tender is bona-fide will be made by UKHSA and will be final and without consultation with the Tenderers.

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3. TENDER EVALUATION PROCEDURE

3.1. INTRODUCTION

UKHSA aims to provide and deliver a robust and auditable evaluation process that satisfies the requirement set down in the Public Procurement Directives and demonstrate value for money in accordance with HM Treasury Guidelines. This Tender has an award selection criteria and evaluation strategy that will give UKHSA confidence that the successful solutions will be identified and demonstrates Value for Money (VfM) through the Most Economical and Advantageous Tender (MEAT) assessment.

3.2. THE EVALUATION (COMMERCIAL, TECHNICAL/QUALITY AND PRICE).

The Commercial evaluation is pass or fail against compliance with the Tender requirements and Contract Terms and Conditions as set out in the ITT and draft Contract.

UKHSA will award scores against each of the weighted technical/quality evaluation requirements of response, based on the written proposal and presentation. The Tenderer is required to provide their solutions against each Requirement of Response (RoR) criterion set out below that demonstrates their ability to deliver the Services. Tenderers shall provide evidence and examples (where possible) to give UKHSA confidence that they can deliver the requirements, while ensuring an adequate level of cost control and quality of delivery against the project schedule.

The technical/quality scores will then be combined with the price scores to form the basis of MEAT.

3.3. TENDER EVALUATION AND AWARD CRITERIA

The Tender will be evaluated by trained individuals followed by, if required, a moderation panel to obtain a consensus score against each RoR.

The overall MEAT is based on the ratio of:

60% of the marks will be awarded for Technical/Quality

10% of the marks will be awarded for Social Value
30% of the marks will be awarded for Price

3.4. STAGE ONE EVALUATION

The Tenderer, in their written tender will provide responses to the stage one technical/quality RoRs. The RoRs will be scored in line with the scoring methodology - please see below.

3.5. TECHNICAL/QUALITY EVALUATION

The panel will award marks as stated for the written submission, the final mark will be converted into a percentage.

The quality scores will be finalised by the tender moderation panel.

3.6. PRICE EVALUATION

The Tenderer's price will be scored using the financial scoring methodology.

Scoring Methodology:

- The evaluation of price will consider the level of effort proposed to meet each of the duties and deliverables included in Schedule 2.

Price scores (max. 30%) and quality scores (max. 60% Technical + 10% Social Value) will be added together.

3.7. STAGE TWO EVALUATION – PRESENTATIONS

The Client reserves the right to request the Tenderer to provide a presentation to the tender evaluation panel. The presentation will respond to the questions provided by the Client and scored in line with the scoring methodology. The duration and format of the presentation will be provided in advance.

3.8. AWARD DECISION

The evaluation panel will finalise the presentation scoring, and that score will be added to the stage one scoring.

3.9. CONTRACT AWARD NOTIFICATION

At the point of Award of Contract, UKHSA will provide information in line with EU procurement Regulation 32 of the Public Contracts Regulations 2006 (as amended) and in accordance with the Framework terms. A Contract Award Notice and redacted contract will be published on Contract Finder for any contract awarded as a result of the Tender.

3.10. TENDER COMPLIANCY

The Tender must submit the Requirements of Information set out in Annex A.

3.11. DRAFT CONTRACT

The draft Contract, comprising of terms, conditions and contract schedule is contained in this ITT. The contract is the JCT Constructing Excellence Contract 2016 lump sum cost with Risk Allocation Schedule, The draft Contract sets out the governing terms and obligation of each party, this will be further populated prior to Contract Award.

The Risk Allocation schedule (Contractors (Supplier) element) is to be submitted as part of the tender. The Costs and Time attributed will be evaluated as part of the price submission. For ease the expected Contractor elements to be considered have been highlighted yellow.

The Risk Allocation Schedule is subject to agreement by Contractor (Supplier) and the Purchaser. As such, any other risks that the Contractor may consider as having a cost/ time influence should be added to the schedule.

3.12. DURATION OF CONTRACT

The UKHSA Contract Duration shall be as follows:

8 months contract period (design and build)

12months defects period – commencing on certificate of completion

Attestation - Execution under hand - 6 years – commencing from the start date of the contract

4. PRICING INSTRUCTIONS

4.1. STRUCTURE OF TENDER PRICING

This Tender intends to establish a Lump Sum Price for the proposed schedule of services and associated duties and deliverables, as set out below.

The Tenderer is to provide a Lump Sum Price for the works.

The Services shall include the UKHSA Requirements, to include, but not limited to both the Physical Scope and the Information Production (as set out in the supporting documentation), associated with delivering the CL3 Laboratory Refurbishment Programme.

Any Sub-Consultant Services are to be clearly articulated and the pricing of these Services clearly identified and reference to the pricing basis for these Services.

4.1.1. NON-SCHEDULE SERVICES

Any Service that the Tenderer considers or is requested to provide, that is not included in Scheduled Services, shall be clearly identified in their Tender Response.

Pricing Duties/Activities

Ref	Timescales From-to	Duty/Activities	Performance Measure	Ref to Payment Schedule	Rates against activities breakdown
<i>LOTx-001</i>	<i>Xx - xx</i>			<i>Jul21 Aug21</i>	
<i>LOTx-00x</i>	<i>xx- xx</i>			<i>Jan22 Feb22</i>	

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Pricing Deliverables/Milestones

Accepted Programme Ref	Required by	Deliverable/Milestone	Acceptance Criteria	Ref to Payment Schedule	Rates against activities breakdown
	xxx				

Note that prices remain fixed for 24 months from the date of award of contract. These will be indexed by CPIH against the published rate on month 25 and each anniversary of the contract from there on.

5. TECHNICAL/QUALITY EVALUATION

5.1. TENDER RESPONSE EVALUATION SCORES – WRITTEN SUBMISSIONS

The following scoring mechanism will be used for the technical/Quality evaluation of Tenders.

High Confidence 5
The Tenderer has provided a proposal that gives UKHSA a high level of confidence that the Tenderer is competent and able to deliver a solution that effectively meets the UKHSA requirements. The proposal presents a solution that is highly advanced and provides UKHSA with a high level of confidence that it is a robust and achievable, including the mitigation of key risks. The Tenderer has demonstrated a clear commitment to deliver tangible benefits and has the necessary experience, capability and capacity to deliver the requirements set out in the Tender
Good Confidence 4
The Tenderer has provided a proposal that gives UKHSA a good level of confidence that the Tenderer is competent and able to deliver solutions that effectively meets the UKHSA requirements. The proposal presents a solution that is at an appropriate level of maturity pre-contract award and provides UKHSA with a good level of confidence that it is robust and achievable, including the mitigation of key risks. The Tenderer has demonstrated that they have a significant level of experience, capability and capacity to deliver the requirement set out in the Tender.
Minor Concerns 3
The Tender has provided a proposal that gives UKHSA confidence that the Tenderer is competent in delivering a solution that meets, for the most part, the UKHSA requirements. The proposal presents solutions that are slightly below the maturity expected pre-contract award regarding the robustness and achievability of their solution, including the mitigation of key risks. The Tenderer has provided a sufficient level of experience capability and capacity to deliver the requirements set out in the Tender.
Major Concerns 2
The Tenderer has provided a proposal that gives UKHSA limited confidence that the Tenderer is competent in delivering solutions that meets the UKHSA requirements. The proposal presents a solution that is below the maturity expected at pre-contract award and provides UKHSA with insufficient confidence that it is robust and achievable
Critical Concerns Unacceptable 1
The Tenderer has provided a proposal that gives the UKHSA little confidence that the Tender is competent in delivering solutions that meets the UKHSA requirements. The Tenderer proposal has provided inadequate evidence, pre-contract, such that an assessment on their capacity or capability to deliver this requirement could not be made. The proposal response to the RoR criterion is unacceptable.
Omission/No Response 0
The Tenderer has provided no proposal for the UKHSA to consider whether the Tenderers is competent in delivering solutions that meets the UKHSA requirements. The Tenderer omission, pre-contract, is such that an assessment on their capacity or capability to deliver this requirement could not be made. The proposal response to the RoR criterion is unacceptable.

The minimum technical/quality score against each Requirement of Response needs to achieve a minimum score of 4.

5.2. TENDER RESPONSE EVALUATION SCORES – PRESENTATION

The following scoring mechanism will be used for the technical/Quality evaluation of Tenders.

High Confidence 5
The Tenderer gave a comprehensive presentation of their solution. The Tenderer answered all questions posed to the evaluation panels satisfaction and UKHSA has high confidence that they have the necessary level of experience, capability and capacity to deliver the requirement set out in the Tender. The Tenderer clearly articulated their approach to collaboration which aligns to that of the programme and the programmes supply chain.
Good Confidence 4
The Tenderer gave a good presentation of their solution. The Tenderer answered all questions posed to the evaluation panels satisfaction and UKHSA has good confidence that they have the significant level of experience, capability and capacity to deliver the requirement set out in the Tender. The Tenderer articulated their approach to collaboration which aligns to that of the programme and the programmes supply chain.
Minor Concerns 3
The Tenderer gave a complete presentation of their solution. The Tenderer answered most questions posed to the evaluation panels satisfaction and UKHSA has some minor concerns regarding the Tenderers level of experience, capability and capacity to deliver the requirement set out in the Tender. The Tenderer articulated their approach to collaboration which aligns to that of the programme and the programmes supply chain.
Major Concerns 2
The Tenderer provided a satisfactory presentation of their solution, though UKHSA had major concerns regarding their solutions to meet the requirement. The Tenderer answered most questions posed to the evaluation panels satisfaction and UKHSA has some major concerns regarding the Tenderers level of experience, capability and capacity to deliver the requirement set out in the Tender. UKHSA has concerns regarding the Suppliers approach to collaboration.
Critical Concerns Unacceptable 1
The Tenderer didn't provide a satisfactory presentation of their solution. The Tenderer was unable to satisfactory answer questions from the evaluation panel. The solution presented did not meet the level of maturity required and did not demonstrate the Tenderers capability or capacity to deliver the requirement set out in the Tender.
Omission/No Response 0

The minimum technical/quality score against each Requirement of Response needs to achieve a minimum score of 4.

5.3. TENDER TECHNICAL/QUALITY REQUIREMENTS OF RESPONSE

The construction sub programme consists of four interdependent projects, provide a written response to the following:

	Requirements of Response (ROR)		
Ref			
1	Organisational Structure and CVs	Weighting	Common Responses
	a. Please provide a specific and detailed project organogram with individual names against roles for the proposed project team with clear lines of accountability shown (reporting lines).	4	
	b. Please explain why this organisation of resource best fits the requirements of this project, how the proposed team will interact with the client team and to what extent individuals have worked together on previous projects.	8	Yes
2	Integration		
	Please provide detailed CVs of all the project team members included in the organogram, indicating their role on this project, previous experience at this role and their professional qualifications. State why this individual has been chosen for this project, and what benefits they will bring.	4	Yes
3	Programme		
	a. Provide a project programme with lead-times and critical path for the project. Include site set-up, strip out, detail phasing, critical orders/deliveries, long lead procurement items, builders work, M&E services, commissioning and any programme float highlighted. Please provide this in PDF format.	4	
	b. Please provide a narrative for your programme and ensure all relevant elements are discussed to ensure UKHSA has a full understanding of your deliverables. Please detail risks and assumptions to the programme delivery. Outline proposals and management tools used to track and	9	

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	report on progress, delay, mitigations to ensure the programme is maintained. Within your answer you should consider the programme phasing of this project and the continuity of your project team.		
4	Delivery		
	a. Based on the design information provide a detailed statement as to how you will complete the supply and the works to ensure that it meets the requirements of the tender documents that have been provided. In your reply please ensure that you list what you consider to be the major risks to the project and your approach to minimise these risks. Consider risks to UKHSA "Business as Usual" activities as well as risks to the Contractor. Please note UKHSA would expect to see a risk description, likelihood, impact, pre-mitigation score, mitigation and post mitigation score. Please also detail any assumptions.	9	Yes
	b. Please provide a list of your preferred sub-contractor for each element of the work and also a substitute for that work. For each subcontractor please provide the reason they have been selected for this project and also what benefit they will add. Please detail how and where you have used the sub-contractor previously.	4	
5	Project commissioning and handover		
	Provide a detailed approach on how commissioning is executed including management, planning, document/drawing control, execution, discrepancy management, stage completion and reporting.	8	Yes

Annexes to Part 1 - ITT

Requests for Information Table

RFI	Provided (P) Partially Provided (PP) Not Provided (NP)
Conflicts of Interest	
Confidential Disclosure Agreement	
Non-Collusion Certificate	
Requirements of Response	
Priced Activity Schedule	
Unpriced Activity Schedule	
Non-Disclosure Agreement	
Commercially Sensitive Information Form	
Requirements of Response	

CL3 Laboratory Refurbishment Programme
Invitation To Tender

To Part 1 ITT/C105889

Date: 17 Oct 22

Commercially Sensitive Information

Section/Reference	Sensitive Information	Exemption Rational

Declaration

The Tenderer, having understood the conditions prevailing at the site of the work, we offer to perform the work described in this Tender Document in conformity with the provisions of such documents and the JCT Constructing Excellence Contract 2016 including Risk Allocation Schedule.

And, as represented by our information submitted hereto in accordance with the Instructions to Tenderers for the Tendered Prices as detailed in Section 1 of the SNITS – The Prices.

We have satisfied ourselves as to the sufficiency of our Tender.

We agree to abide by this Tender for a period of ninety (90) days after the date fixed for receiving the same, and it shall remain valid and may be accepted by you at any time before the expiration of this period.

We understand that you are not bound to accept the Tender with the lowest price or any Tender you may receive.

Signed.....

On the behalf of.....

Date.....

Non-Collusion Certificate

UKHSA ITT No: C105889

I hereby certify that the offer made in connection with the above ITT is intended to be genuinely competitive. No aspect of the price has been fixed or adjusted by any arrangement with any third party, with the exception of any information attached hereto,

In particular,

- The indicative price has not been divulged to any person outside the Tenderer's team;
- No arrangement has been made with any person to refrain from Tendering;
- No arrangement with any person has been made to refrain from Tendering on a future occasion;
- No discussion with any person has taken place concerning the details of other's proposed indicative prices; and
- No arrangement has been made with any person otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing agreements suspected by UKHSA will be referred to the Office of Fair Trading for investigation and may be subject to action under the Restrictive Trade Practices Act 1976.

We understand any misrepresentations may also be the subject of criminal investigation or used as the basis for civil action.

In this Certificate 'arrangement' includes any transaction, or agreement, private or open, or collusion, formal or informal, and whether or not legally binding.

Information is/is not attached hereto. (delete as appropriate)

Signed.....

On the behalf of.....

Date.....