Request for quote for:

Fleet Pond Capital Work – HLS Works

|  |  |
| --- | --- |
| Date opportunity posted | [dd month yyyy]  |
| Last date for clarifications | **Friday 29th July 2022** |
| Quotation return date | **Friday 5th August 2022 (midday)** |
| Estimated Contract Value | Maximum £125,000 |
| Quotation shall be returned to | procurement@hart.gov.uk |
| With the subject line | Quotation for Fleet Pond Capital Work - 2022 |
| Contact in case of queries | Liz.vango@hart.gov.uksteven.lyons@hart.gov.ukSamantha.kerr@hart.gov.uk |

# Introduction

* 1. The Council invites quotations for this opportunity in accordance with the terms and requirements of this document and any Schedules attached.
	2. Document contents:

|  |
| --- |
| Contents[1 Introduction 1](#_Toc103947147)[2 Specification 11](#_Toc103947148)[3 Information for Bidders 13](#_Toc103947149)[4 Evaluation and award process 15](#_Toc103947150)[5 Quotation response: Bidder details and declaration 18](#_Toc103947151)[6 Quotation response: Bidder submission 19](#_Toc103947152)[7 Terms and Conditions of Contract for Services 20](#_Toc103947153) |

# Specification

* 1. Key contract dates:

|  |  |
| --- | --- |
| Intended Start Date | **5th Sept 2022** |
| Duration | **2 months** |
| Intended End Date | **15th Feb 2023** |
| Extension Details | Potential to move a small part of these works into Sept-Oct 2023, as long as the majority of the work is completed by 28th Feb 2023. No further extension will be given beyond Oct 2023 |

* + 1. Aim:
		2. The Council is seeking a competent contractor with proven experience in scrub management, scrape creation on wet ground, internationally sensitive sites (i.e. SSSI) and with a particular expertise in working on water-based habitat project (e.g. aquatic plant translocation, installation of floating islands/ protective cages/ woody debris reefs/ etc)
	1. Objectives:
		1. The Council’s main objectives are
1. To increase the water retention of site marshes through scrape creation
2. To increase the abundance and diversity of the lake’s macrophyte, invertebrate and zooplankton population through enhancement of existing habitats, creating and protecting new habitat opportunities
3. To reduce chances of succession away from target habitat, through scrub management and translocation
	1. Timetable:
		1. NE consent has been approved for this project. The works are to be completed between **1st Sept 2022** and **15th February 2023**, with some scope for a further period of works between **1st Sept 2023** and **31st October 2023**. Where there is a justifiable and reasonable need to carry out a portion of the works in the second period (i.e. Sept 2023 – Oct 2023), this is to be agreed upfront between the contractor and client when works are awarded and put into writing.
		2. Quotations to be received by **5th August,** with a view to **awarding works by 10th August**
		3. Quotation to be broken down into following sections, to enable a schedule of payment for works as each section is completed:

1. Scrape creation

2. Scrub works

3. Lake feature works

4. Any other costings

* + 1. Works to be completed by **15th February 2023**
	1. **Scope:**
		1. SEE APPENDIX. Works to be awarded via a tendering process, to find a specialist contractor to complete all aspects of the works in accordance with NE and EA guidelines and the consent that has been given.
	2. Deliverables:
		1. The successful bidder must complete works detailed in the attached specification brief ‘Fleet Pond CS Capital Specification 2022’, summarised below:-
1. Carry out tree and scrub works to include processing and disposal
2. Create scrapes x5 in the marsh area and move resulting spoil to designated areas
3. Install five floating island rafts and four floating island perimeter biohavens
4. Translocation of reed plugs, water lilies and bog bean to agreed locations
5. Provision and installation of protective cage area x1
6. Purchase, construct and install woody debris reefs
7. Complete all works in accordance with the written specification and Natural England Assent (SEE APPENDIX) to the agreed timescales and any additional amendments agreed in writing with the client
8. Ensure a safe working environment is maintained at all times, including managing pedestrian access and ensuring materials and machinery that are stored on site are kept secure and in a safe condition
	1. Monitoring arrangements:
		1. The Council may monitor the performance of the Services by the Supplier.
		2. Stages of project delivery:
			1. Initial site meeting to clarify specification requirements and ensure all vegetation has been clearly identified for removal and contractor is clear on work activities, locations and operational logistics
			2. Site visit with client on first day, at end of first week and at agreed points throughout the project, particularly prior to sign-off where payment stages have been agreed
			3. Payment in full on completion of contract, or by staged payments that **must** be agreed prior to purchase orders being issued (for example as installments as set out in 2.3.3). Payments will only be made when works have been signed off to client satisfaction and contractors have completely finished works for each section to the agreed specification and standard. Final payment will only be given when remediation works have been satisfactorily completed.

# Information for Bidders

* 1. All quotation response documents must be returned to the email address stated on page 1 by no later than the quotation return date also stated on page 1. Quotations received after this time will only be accepted in exceptional circumstances and at the council’s discretion.
	2. If there appears to be an error or omission in a quotation the Council shall invite the Bidder to confirm the submitted price, including errors/omissions, or amend the submitted price to correct these errors/omissions. All amendments or confirmation of quotation must be confirmed in writing by the Bidder.
	3. If the Council considers a query may have a material effect on quotation responses, all suppliers will be notified without delay via email.
	4. The Council reserves the right to disregard any quotation where:
1. in the opinion of the council, there is sufficient doubt as to the Bidder’s ability to perform the contract for the submitted price; or
2. it does not fulfil a mandatory or pass / fail requirement; or
3. it contains qualifications that conflict with the Request for Quotation instructions.
	1. Quotations and supporting documents shall be in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the laws of England and Wales.
	2. All prices quoted shall, unless otherwise stated, include profit, transport, labour, materials, fuel and plant charges, insurance and all other expenses of every kind which under the conditions of Contract are borne by the Bidder. Prices quoted shall be in UK Sterling and exclusive of Value Added Tax. Value Added Tax shall be applied at the appropriate rate ruling at the date of any invoice.
	3. Bidders must not take part in any publicity activities with any part of the media about the Contract or this opportunity without getting the Council’s written agreement first. This includes the Council’s agreement on the format and content of any publicity.
	4. This opportunity is made available in good faith. The Council give no warranty as to the accuracy or completeness of the information contained in it. The Council also disclaim any liability for any inaccuracy or incompleteness. The Council reserve the right to cancel the Quotation process at any point.
	5. The Council are not liable for any costs resulting from any cancellation of this Quotation process or for any other costs that Bidders may incur by Tendering for this Contract. Bidders must obtain at their own expense all the information that they need for the preparation of their Quotation.
	6. Bidders will be deemed to fully understand the processes that the Council must follow under relevant legislation, and where the value of the opportunity is deemed to be above relevant thresholds, will adhere to the requirements set out in such legislation.

**CODE OF WORKING**

* 1. All works to be carried out by contractor in line with Hart District Council’s attached ‘Contractor Procedural Brief’. The additional following points are to be noted:
		1. Any boat or vessel brought onto the pond must be steam-cleaned prior to arrival and when taken off site to avoid invasives contamination. Contractors must also be aware of Hart DC’s boating code for Fleet Pond – we strongly advise that contractors use electric motors on the boats for works where possible, particularly when just going out and back to islands to work.
		2. Should welfare facilities be required by the contractor for this project due to the magnitude and duration of these works, contractor to set up a compound – by prior agreement with HDC - at either boat house corner, the car park or on one of the roads that are next to the pond. However, a traffic order maybe required for that or an exemption for all day parking if Wellington or Chestnut grove – to be arranged by contractor and included as part of the project costs.
		3. Potentially active badger set on the west side of the pond must be demarked and not disturbed. We may well need a specialist ecologist to check it and apply for a licence to work near it, prior to any works commencing. Contractor to confirm this with Hart DC staff prior to commencing any of the Brookly Pond works above.
	2. Invoice to be received following completion of works, unless a staged schedule of payment has been agreed in writing prior to commencing works.
	3. Quotation is expected to be a fixed price, providing work is awarded within a reasonable time from the quotation deadline, unless there are unforeseeable additional expenses that are outside of the contractor’s control, such as weather delaying start dates or additional requirements from client (e.g. amendments to specification).
	4. Contractor is expected to adhere to agreed start and finish dates, unless there are factors beyond contractor control, such as incremental weather and site conditions. Where there are contractor delays that could have been reasonably avoided by the contractor, any associated costs incurred will be the responsibility of the contractor to cover.

# Evaluation and award process

* 1. The contract, if awarded, will be awarded, based on the following criteria:

|  |  |
| --- | --- |
| **Criteria** | **Score** |
|  **Price** *(calculated as per 4.3):* | **55%** |
| **Quality**  *(which is scored on against the sub-criteria below):* | **45%** |
|  | Experience and understanding of works | *25%* |  |
| Method Statement and approach | *10%* |
| References / Case studies | *10%* |

* 1. Quality (45%) will be scored on the following:-
		1. **Experience and understanding of works** (25%)
			1. Contractor to provide written statement to demonstrate experience and suitability for works
			2. Contractor to demonstrate understanding of works required, e.g. through site meeting or similar
		2. **Method statement** (10%) to include:-
			1. How contractor will work in a sustainable manner
			2. How contractor plans to carry out operations in a sympathetic way that is appropriate to site’s natural environment, outline Risk Assessment Method Statements (RAMs) or Construction Environmental Management Plans (CEMP) to be provided to include best practice standards (e.g. for refuelling and management of oil spills etc)
			3. Health and Safety considerations and operations appropriate to the works, including use of site by members of the public and managing pedestrian access around working area and moving machinery
			4. Include relevant risk assessments for carrying out work activities, such as working near, on and in water; operating machinery; fires; etc.
		3. **References and case studies** (10%)
			1. Contractor to provide at least **two** suitable references from clients with whom they have undertaken similar works
			2. Contractor to provide sufficient case study examples to demonstrate all key aspects of the works involved, for example:-
		+ construction on water
		+ similar habitat types of work on water
		+ scrub works and scrape creation in sensitive wildlife areas and ground conditions similar to those on site
	2. The percent share will be given the maximum score available. Other scores will then be calculated as a proportion of this based on the formula below:

|  |
| --- |
| Lowest price |
| Price of next quote to be considered |

* 1. The Price element of the evaluation will only be scored once the Quality criteria have been assessed.
	2. The each section in the Quality criteria will be scored using the following template:

|  |  |
| --- | --- |
| Exceptional demonstration by the supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 5 |
| Good demonstration by the Supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 4 |
| Satisfactory demonstration by the Supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate. | 3 |
| Contains minor shortcomings in the demonstration by the Supplier of the relevant ability, understanding, skills, facilities and quality measures required to provide the services with evidence to support the response, where appropriate and/or is inconsistent or in conflict with other proposals with little or no evidence to support the response. | 2 |
| Satisfies the requirement but with considerable reservations of the supplier’s relevant ability, understanding, skills, facilities and quality measures required to provide the services, with little or no evidence to support the response. | 1 |
| No response or irrelevant response provided. | 0 |

* 1. Any responses scoring less than 2 for any Quality criteria, may be considered to not meet the requirements, and therefore fail the evaluation and the quotation may be rejected. As per 4.3, the Price element will not be assessed in those circumstances.
	2. Bidders will be notified via email as soon as possible of any decision made by the council during the quotation process, including notifying Bidders of the intended award.
	3. As part of the notification of award process, Bidders will be provided with details of the points awarded for their submitted responses in line with the evaluation criteria above.
	4. Bidders must not undertake work without first having received an Official Purchase Order as written notification that they have been awarded the contract and are required to start work.

# Quotation response: Bidder details and declaration

* 1. Please complete the following and sign to confirm that your quotation is fully compliant with the Specification, and all Terms and Conditions as stated within this documentation.

|  |  |
| --- | --- |
| Company Name: |  |
| Address: |  |
|  |
|  |
|  |
|  |
| Telephone: |  |
| E-mail: |  |
|  |
| Signed: |  |
| Print Name: |  |
| Position in Company: |  |
| Date: |  |

# Quotation response: Bidder submission

* 1. Please complete the following pricing schedule in full (values must be exclusive of VAT).

|  |  |  |
| --- | --- | --- |
| Total price for scrub works including disposal and stump treating | **£** |  |
| Total price for scrape creation including any stub removal | **£** |  |
| Total price for translocation of aquatic plants | **£** |  |
| Total price for the provision and installation of floating islands, biohavens and woody debris reef | **£** |  |
| Total price for the provision and installation of protective cage | **£** |  |
| **Total cost for contract term**  | **£** |  |

* 1. Please complete the following section which will be used to score the Quality criteria.

|  |
| --- |
| Experience |
| Written statement to demonstrate experience:-1. working on SSSI nature reserves
2. delivering similar type and scale projects

Understanding of works through:-1. communications with client
2. written statement
 |
| Method Statement and approach |
| 1. Reference to Appendix 1: Fleet Pond CS capital specification
2. How contractor will work in a sustainable manner and ensure they will adhere to the Contractors Procedural Brief supplied as a separate attachment.
3. Details of specific contractor methods to carry out operations in sympathetic way appropriate to site’s natural environment and adhere to the ‘Contractors Procedural Brief’
4. Provision of RAMs or CMs to include best practice standards, including relevant risk assessments outlined in 4.2.2.4
5. Appropriate H&S considerations as outlined in 4.2.2.3
 |
| References / Case studies |
| 1. Provision of at least 2 references to support experience items (a) to (d) as listed in ‘Experience’
2. Provision of sufficient case study examples as outlined in 4.2.3.2
 |

# Terms and Conditions of Contract for Services

**The contract will be awarded on the basis of the JCLI Landscape Works Contract 2017 (JCLI LWC 2017)**

The contractor is required to allow for the obligations, liabilities and services described therein against the following headings:

**Recitals**

**First** – the Works

Fleet Pond Countryside Stewardship Capital Works 2022

**Second** – Documents showing and describing the work to be done:

* The drawings listed in the Contract Specification (the Contract Drawings)
* The Specification (the Contract Specification)

The following have not been prepared and will be deleted:

* Work Schedules

**Third** – Pricing

Amended to read:

* The Contractor has provided the Employer with a Response to the Specification and a Price Schedule

**Articles**

**Article 2** – The Contract Sum

* TBA

**Article 3** – Contract Administrator

* TBA

**Article 4** – Principal Designer

* N/A

**Article 5** – Principal Contractor

* N/A

**Contract Particulars**

Fourth Recital and Schedule 2 – Base Date

* [Tender Return Date]

Fourth Recital and clause 4.2 – Construction Industry Scheme (CIS)

* Employer at the Base Date is a ‘contractor’ for the purposes of the CIS.

Fifth Recital – CDM Regulations

* The CDM Regulations apply only one contractor (as defined in those regulations) is required clause 3.9 applies and Articles 4 and 5 are not applicable (unless circumstances change).

* The project is/is not notifiable – TBA

Sixth Recital – Framework Agreement

* N/A

Seventh Recital – Supplemental Provisions

* Collaborative working: Supplemental Provision 1 applies.
* Health and safety: Supplemental Provision 2 applies.
* Cost savings and value improvements: Supplemental Provision 3 applies.
* Sustainable development and environmental considerations: Supplemental Provision 4 applies.
* Performance indicators and monitoring: Supplemental Provision 5 does not apply.
* Notification and negotiation of disputes: Supplemental Provision 6 applies.

Employer’s Nominee TBA

Contractor’s Nominee TBA

* Transparency – For the avoidance of doubt, Supplemental Provision 7 (Transparency) applies

Article 7 – Arbitration

* Article 7 and Schedule 1 (*Arbitration*) apply.

Clause 2.2

* Works Commencement Date: 5th Sept 2022 (TBC)
* Date for Completion: 15th Feb 2023 (TBC) or such later date for completion as is fixed under clause 2.7

Clause 2.8 Liquidated damages

* At the rate of £1,000 per week or part thereof

Clause 2.10A or 2.10B

* Defects and plant establishment by Employer – Clause 2.10B applies (2.10A deleted)
* Rectification Period – 12 months from the date of practical completion

Clause 2.13 Theft or malicious damage (prior to practical completion)

* Provisional Sum – N/A

Clause 4.3, 4.4 and 4.8 – Fluctuations provision

* No fluctuation provision applies

Clause 4.8.1 Supply of documentation for computation of amount to be finally certified

* 1 month from the date of practical completion

Clause 5.3 Contractor’s Public Liability insurance:

* £5,000,000 for any one occurrence or series of occurrences arising out of one event

Clause 5.4A, 5.4B, 5.4C and 5.4D Insurance of the Works etc – alternative provisions

* Clause 5.4A (*Works insurance by Contractor in Joint Names*) applies

Clause 5.4D Insurance arrangements – details of the required policy or policies

* TBA

Clause 7.2 Adjudication

* The Adjudicator is: nominee
* Nominating Body: Royal Institution of Chartered Surveyors

Schedule 1 (paragraph 2.1) Arbitration -appointor of Arbitrator (and of any replacement):

* President or a Vice-President of the Royal Institution of Chartered Surveyors

**The Conditions**

Section 1: Definitions and Interpretation

Section 2: Carrying out the Works

Section 3: Control of the Works

Section 4: Payment

Section 5: Injury, Damage and Insurance

Section 6: Termination

Section 7: Settlement of Disputes

Schedule 1 – Arbitration

Schedule 2 – Fluctuations – Contribution, Levy and Tax Changes

Schedule 3 – Supplemental Provisions

**Execution**

• The Contract will be executed as a deed.