



**Defence
Infrastructure
Organisation**



Civil Works Contract

DIO RD OS Trg (Kenya)

BATUK

Required Works: KEN/GE/1903

**Booklet 1 Invitation to Tender, Notices and Instructions Lump Sum Firm Price
Contract**

Director

MASTER COPY

Invitation to Tender No.

KEN/GE/1903

Due for Return on 23 Sep 19

By 1200 hours

MINISTRY OF DEFENCE

TENDER FOR LUMP SUM FIRM PRICE CONTRACT FOR

KEN/GE/1903

CONSTRUCTION OF FMA ABLUTION BLOCK

BRITISH ARMY TRAINING SUPPORT UNIT KENYA (BATUK)

The contents of this Invitation to Tender must not be disclosed to unauthorised persons and must be used only for the purposes of tendering. Please read these documents carefully before tendering.

INVITATION TO TENDER

1. Tenders are invited in accordance with the following Notices and Instructions for the provision of services detailed in the accompanying documents. The issue of an Invitation to Tender (ITT) is not to be construed as a commitment by the Authority to place an order as a result of the tendering exercise or at any later stage. Any expenditure, work or effort undertaken prior to Contract Award is accordingly a matter solely for the commercial judgment of the Tenderer. The Ministry of Defence (MoD) also reserves the right to undertake an iterative tendering process following receipt of the Tender responses. **Any clarification required in connection with this ITT must be sought only from the Works Contract Officer (WCO) as follows:**

WO2 PEDERSEN RE
DIO REGIONAL DELIVERY
BATUK
KIFARU CAMP, NAIROBI
BFPO 10

Telephone: +254 (0)707716863

Email: DIORDTRG-KENGECLKWKSC1@MOD.UK

*Please ensure that any email correspondence is submitted to the email addresses as stated above.

2. The Secretary of State for Defence ('the Authority') invites you to Tender, upon the basis of Conditions of Contract at Booklet 2, for the provision of the CONSTRUCTION OF FMA ABLUTION BLOCK on a firm price basis as described in the following documents:

- 2.1. Booklet 1: Invitation to Tender, Notices and Instructions.
- 2.2. Booklet 2: Conditions of Contract.
- 2.3. Booklet 3: Specification.
- 2.4. Booklet 4: Data Pack – Not used.
- 2.5. Booklet 5: Pricing Document.

SUBMISSION OF TENDERS

3. Tenders are to be submitted in a sealed envelope, using the enclosed label, to the address shown thereupon, for receipt no later than the date and time stated above. The envelope bearing the label will not be opened until the date printed on it. Any request for an extension of the period for tendering must be received by the WCO identified in Para 1 at least 5 working days before the due date for return. However, no undertaking can be given that an extension will be granted.
4. Tenderers Proposals are to be submitted in two parts as follows:
 - 4.1. **Part A.** Part A is to comprise **one hard copy** of your Commercial Proposal, which should include full details of the items requested in this Booklet at Paragraph 22, presented in A4 bound format with one (1) virus free CD ROM. These documents are to be returned, by the time and date shown above, in a sealed envelope bearing the relevant ITT label and marked '**PRICED COPY**'.
 - 4.2. **Part B.** Part B is to comprise your Technical Proposal, which should include full details of the items requested in this Booklet at Paragraph 23. You are required to present your Technical Proposal in A4 bound format with one (1) virus free CD ROM. **Three copies of the Technical Proposal are required.** These documents are to be returned, by the time and date shown above, in a separate sealed envelope bearing the relevant ITT label and marked '**UNPRICED COPY**'.
5. It is essential that you submit your Tender in the correct manner by adhering to the requirements of paragraph 4 above. **Part B must not contain any pricing information whatsoever.**
6. Tenderers should submit their **proposals in the same order as set out herein** and cross refer their proposals to the relevant paragraph in the ITT.
7. **The Authority cannot undertake to give consideration to any Tender submission submitted otherwise, including telephone, email, telex, facsimile or those not received in time.**
8. If you do not wish to submit a Tender, you must return all enclosed documents using the addressed label, which should be marked '**NO TENDER**'.
9. The Tender Certificate (Form of Tender – Annex D) must be **signed** in the registered name of the company and not a trading name or other title. Where companies are submitting a joint Tender then they must enclose a copy of the legally binding terms of the arrangement with details of the representatives authorised to enter into legally binding agreements on the Tenderers behalf. The signatory of the Tender Certificate must be either an individual or where appropriate a company representative of sufficient authority to bind the Tenderer to a Contract. Signature of the Tender Certificate indicates that the signatory has read and understands all of the Terms and Conditions of the ITT and has no reservations about them, other than any specifically identified within the body of the Tender.
10. No useful purpose is served by enquiring as to the result of the evaluation exercise – Tenderers will be notified of the Authority's decision as early as possible.

DELIVERY OF TENDERS

11. It is your responsibility, as Tenderer, to make sure that your Tender arrives and is placed within the tender box outside the PCO office at the address shown by the time specified for return of Tenders. **Faxed or telephone Tenders will not be accepted.**
12. The envelope must **not** display your name or address. If a messenger is delivering the Tender you must make sure they do not label or mark the envelope with anything that will identify you.

13. For access to site the name and ID number of the person charged with delivering your tender must be sent by email to the WCO in para 1, 24 hrs (Twenty-Four) before you intend to submit the return. Without this information there is no guarantee the individual will be granted access to site. The Authority will not be held accountable for any tender returns left at the gate or any returns not placed within the tender box as stated in para 11.

ACCEPTANCE OF PORTION OF TENDER

14. The Authority reserves the right, unless the Tenderer expressly stipulates to the contrary in their Tender proposal, to accept such portion thereof as the Authority may decide. The Authority is **not** bound to accept the lowest priced Tender.

COMMUNICATION DURING THE TENDER PERIOD / TENDER QUERIES

15. During the Tender Period, contractual and technical queries must be referred in email to the email address given above in para 1– **not less than 5 calendar days** before the Tender Return Date. Any enquiries received by the Authority within the 5 day period prior to submission may not be acknowledged and may remain unanswered.

16. Correspondence connected with the Tender preparation, which requires attention before that date or communication stating that no Tender will be submitted should be sent in a separate envelope, bearing no external reference to the Tender Number or Return Date, addressed to the WCO (see Para1).

ALTERNATIVE CONDITIONS

17. Tenders are to comply with the notices and instructions set out in this form and the conditions of the accompanying ITT documents. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such conditions alone.

ALTERATION OF ENTRIES

18. Once a price or other entry has been inserted, it should not be altered or erased. Any necessary corrections are to be made by striking through the unwanted entry and inserting the correct one adjacent to it. **All such corrections are to be initialled by the Tenderer.**

DOCUMENTS ISSUED IN CONNECTION WITH TENDERS

19. Any documents issued to Tenderers remain the property of the Authority. **Such information must not be seen by unauthorised persons and must be used only for the purpose of tendering.** These provisions apply equally to drawings etc., the property rights of which vest in a third party. Drawings etc. should be retained pending notification of the result of tendering, when those held by unsuccessful Tenderer's should be returned to the Authority.

DEEDS OF INDEMNITY / GUARANTEES

20. The Authority may require a Deed of Indemnity or Guarantee, either from the Parent Company of the Tenderer or from the Tenderer's Bank or Insurance Company. Tenderers are therefore required to state that a Deed of Indemnity or Guarantee will be provided to the Authority, if so required.

LANGUAGE

21. Tenders and all related correspondence must be in English. Similarly all Contract related correspondence, including designs, drawings, management information, invoices etc. will also be submitted in English.

COMMERCIAL PROPOSAL

22. The commercial proposal must address, as a minimum, the following subjects **in the order set out below, with each subject clearly sectioned and indexed. One hard copy** is required in A4 bound format with one (1) virus free CD ROM:

22.1 **Compliance Statement.** Tenderers shall state that their offer is made in accordance with the requirements of the ITT and that they will comply in all respects with the Conditions of Contract – Booklet 2. Offers made subject to additional or alternative conditions may not be considered and may be rejected on the grounds of such Conditions alone. Tenderers may, however, draw attention in their offer to any existing understanding or interpretation with the Authority regarding Conditions of Contract that they would want to apply to their Tender. Similarly, the Authority reserves the right to reject offers in respect of which unsolicited amendments are submitted after the Tender return date. Tenderers should therefore, not seek to amend their proposals after the Tender return date other than minor corrections of an editorial nature. This includes the signed Tender Certificate.

22.2 **Payment of Sub-contractors.**

22.2.1 Tenderers shall supply a **method statement** detailing the process they would employ to ensure that if used how sub-contractors are paid in accordance with Paragraph 22.2.2 below and demonstrate that they are currently complying with this condition in all other Contracts they currently hold with the Authority.

22.2.2 The Contractor shall pay his sub-contractors and suppliers within 30 days of receipt of a valid claim. Previously some Tenderers have chosen to interpret this as meaning that sub-contractors and suppliers must be paid within 30 days from the date of validation of the sub-contractor's or supplier's claim and in some cases as 30 working days. Neither of these interpretations is acceptable. Sub-contractors and suppliers must be paid within 30 days from the date of receipt from the sub-contractor or supplier of an acceptable claim, no matter how long the validation process takes. Tenderers should make clear in their submission that they understand and accept this interpretation.

22.3 **Insurance.** Tenderers shall provide full details of all insurance cover proposed in accordance with Booklet 2, section 36, with details of individual policy costs along with details of any exclusion of such policies.

22.4 NOT USED.

22.5 **Price.**

22.5.1 In order to facilitate the comparison of Tenders, the prices quoted for the services must be stated in strict accordance with the definition of price included in the Conditions of Contract.

22.5.2 Tenderers must provide a detailed and priced Bill of Quantities or relevant schedule of rates for plant, materials and consumables to be utilised on the Contract. In addition, Tenderers shall provide details of overhead and profit incorporated within their price (as percentage figure).

22.5.3 The Pricing Document (Booklet 5) is to include for all the requirements of the Contract Documents, therefore the Contractor should allow for everything to implement and execute this Contract.

22.5.4 The Tenderer must provide firm prices in accordance with 'Booklet 5: Pricing Document'. The expression "**Firm Price**" shall be taken to mean an agreed price, stated in **Kenyan Shillings (KHS)** and be exclusive of VAT, which is not subject to variation.

22.5.5 Tenderers should note that the Authority shall not accept any liability whatsoever for any payments properly paid in accordance with the Contract agreement.

22.5.6 Tenderers must provide details of their proposed Milestone Payment Schedule. The Milestone Payment Schedule **MUST** be completed in the format detailed within Booklet 5.

22.5.7 The Authority will only pay on completion of pre-determined Milestones during the performance of the Contract. Milestones must be objectively ascertainable events that can be readily defined and assessed by the Project Manager at the appropriate time as having been completed.

22.5.8 During the evaluation of Tenders, the Authority will assess the proposed Milestone Payment Schedule to ensure that no pre-funding of work is envisaged.

22.5.9 Tenderers shall note that the Authority will, as appropriate, pay 95% of each milestone payment up to the Works Completion Date. If the final milestone completion date is achieved then the Authority will pay 2.5% of the value of the retention, with the remaining 2.5% being paid on successful completion of defects identified in the defects liability period (DLP). Failure to meet the final milestone completion date will result in the full 5% being retained until successful completion of the defects identified in the DLP.

22.5.10 The Authority will not make any advance payments otherwise under the Contract.

22.5.11 **Change Control / Variation Process.** Tenderers must provide a statement confirming their understanding and acceptance of the Authority's change control / variation process.

22.5.12 The Tenderer **must** insert a price for **each** task shown in the Pricing Schedules (Booklet 5: Pricing Document) for which they wish to be considered. Failure to price each item on a particular schedule may result in the Tender being rejected.

22.5.13 The **Pricing Document (Booklet 5)** and Annex D to Booklet 1 is to be duly **completed and signed** by the Tenderer and **submitted with Tender Part A**.

22.5.14 Tenderers should be aware that they are required to supply **a full and detailed Bill of Quantities**, which confirms the Firm prices provided in accordance with para 22.5.2. The schedules at Booklet 5 are also to be completed.

22.5.15 All prices and rates must be stated in **Kenyan Shillings (KHS)** and be **exclusive of Local Taxes**.

22.5.16 NOT USED

22.5.17 NOT USED

22.6 **Guarantee.** Tenderers must provide a statement quoting willingness to provide a Bank or Parent Company guarantee, should the Authority request one.

22.7 **Tender Period.** Tenderers must provide confirmation that the Tenderer's offer will remain open for a period of **90 days** from the due date.

22.8 **Language.** Tenderers must provide confirmation that all related Contract documentation will be provided in English.

22.9 **Compliance.** Tenderers must provide a Statement of Compliance against the Conditions of Contract, Booklet 2.

- 22.10 **Receipt of Payments.** Tenderers must provide full details in their Tender submission of the person(s) authorised to receive payments from the Authority on behalf of the Contractor for Works done under the Contract.
- 22.11 **Fraud.** Tenderers must provide a fraud prevention statement and details of proposals to mitigate fraud as outlined at paragraph 25.
- 22.12 **Law.** Tenderers must provide a statement acknowledging that this Contract will be let under English Law.
- 22.13 **Ethical Behaviour.** Tenderers must provide a statement of commitment to ethical business practices as outlined at para 26.
- 22.14 **Montreal Protocol Compliance.** Tenderers must supply all information as outlined at para 27 (see also Booklet 2, Annex B). Should this not be applicable a **nil return** should be submitted in line with this guidance.
- 22.15 **Fire Precautions.** Tenderers must agree to comply with all fire safety standards as outlined on the supplied certificate of acceptance at Annex A.
- 22.16 **Freedom of Information and Transparency.** Tenderers must confirm their understanding of Annex B to Booklet 1 and complete the Annex B form as appropriate.
- 22.17 **Bona Fide Tendering.** Tenderers must provide an original signed copy of the Certificate of Bona Fide Tendering at Annex C.
- 22.18 **Security.** Tenderers must provide a clear statement that they understand and accept the security implications in relation to this Contract, see paragraph 51.
- 22.19 **Supplier Statement.** The Contractor shall confirm, as per paragraph 8.5 of Booklet 2 the Supplier Statement Relating to Good Standing (Annex C to booklet 2) and include in the commercial submission.

TECHNICAL PROPOSAL

23. The Technical Proposal shall include binding proposals, which shall constitute the "Tenderer's Proposal" in any subsequent Contract. **Three hard copies** are required in A4 bound format with one (1) virus free CD ROM. The Tenderer's technical proposal must not include any commercial information but must cover the subjects detailed below in the order that they appear:

23.1 Executive Summary.

23.1.1 The Tenderer shall demonstrate an overall understanding of the requirement by providing a brief summary outlining the following:

23.1.1.1 The Project Requirement / Scope of Works.

23.1.1.2 The Contract deliverables (Tasks 1).

23.1.1.3 Key dates (start and completion dates for the Task).

23.1.2 The Tenderer shall also outline:

23.1.2.1 Specific areas of concern.

23.1.2.2 Perceived constraints.

23.1.2.3 Hazards and risks to the project delivery.

23.1.2.4 Areas of potential delay if applicable.

22.1.3 NOT USED

23.1.4 The Tenderer shall provide a pen picture of their Company, with particular regard to previous experience in the type of Works detailed in the Specification. The information given should relate to the Company itself and not the Trading Division, Group or Holding Company of which the Company is a part. However, details of the Company's relationships within the overall organisation, of which it is a part, should also be made clear. The Tenderer shall include details of similar Works carried out for the Authority and any Works carried out in a similar Security environment.

23.1.5 The Tenderer shall include a statement confirming their understanding and agreement of the requirement to provide all the necessary resources required to meet the timely and satisfactory completion of the Contract. Furthermore, the tenderers must take full account of the security requirements, in particular the obtaining of acceptable forms of identification for site access of all its resources – all within the agreed Contract price and at no additional cost to the Authority.

23.2 Satisfying the Requirement.

23.2.1 The Tenderer shall provide a fully detailed proposal demonstrating that they understand the technical requirement and how they intend to meet the Contract deliverables. The following information is to be included, but not limited to:

23.2.1.1 Developed design proposals and specifications.

23.2.1.2 Developed design drawings inclusive of design calculations.

23.2.1.3 Details of how connections into existing services will be made (for example, existing roads, surface water drainage etc).

23.2.2 The Tenderer shall list all British Standards, design publications, technical guides, Authority publications etc used in the development of the proposal and acknowledge that upon award will comply with applicable requirements in the listed publications.

23.2.3 All design assumptions shall be listed.

23.2.4 Details of supporting design documentation; specifications, applied loadings, design assumptions, foundations and drainage. (Must be referenced to publications listed in Serial 23.2.2)

23.2.5 Details of the Civils, Electrical & Mechanical design compatibility, if appropriate, shall be proven.

23.2.6 Details of how the tenderer will inform the authority of any proposed design changes.

23.2.7 The tenderer shall list any concerns, if any regarding the complexity or completeness of the brief.

23.3 NOT USED

23.4 **Methods of Works.** The Tenderer shall outline his construction methodology / process and provide detailed Methods of Works for each task, including but not limited to, site investigations, surveys, foundation works, drainage etc.

23.5 Procurement Strategy.

23.5.1 The Tenderer shall provide a detailed procurement strategy expanding on the Executive Summary, covering the following:

23.5.1.1 Elements to be self-performed.

23.5.1.2 If any elements are to be sub-contracted and any use of consultants.

23.5.1.3 Logistics supply chain for the major material groups.

23.5.1.4 Known risks associated with the procurement of material and services including proposed mitigation. (For example, long lead items etc).

23.6 Programme.

23.6.1 The Tenderer shall produce and submit a Programme that is in line with the Authority's requirement and timelines. The Tenderer's Programme shall:

23.6.1.1 Provide sufficient detail of Work phases and proposed milestone completion dates.

23.6.1.2 Define any works that if delayed may impact the project's completion date, such as concrete pouring.

23.6.1.3 Allow for mobilisation, holidays, likely weather conditions etc.

23.6.1.4 Make use of concurrent activity across all phases; design, procure and construct.

23.6.1.5 Allow for the delivery of materiel and highlight long lead items.

23.6.1.6 Allow for all testing and commissioning.

23.6.1.7 Allow for Handover; Pre-Board of Officers, snagging, Board of Officers and H&S File.

23.6.2 The Tenderer shall submit a statement confirming that all Project priorities and milestones (if stated in the ITT) will be met and are incorporated within the overall Project Programme.

23.6.3 The Tenderer shall submit a statement agreeing that on a weekly basis they will attend a meeting with the Authority to discuss and agree any proposed revisions to the agreed Programme, and to deconflict the Works with any other contractor on site. In addition, the Contractor should be prepared to provide an update to the PM at any time as reasonably requested.

23.7 Resources.

23.7.1 The Tenderer shall identify the resources to be employed in the completion of the Works and specifically:

23.7.1.1 Include an unpriced Bill of Quantities detailed sufficiently to allow the Authority to assess the materiel quantities.

23.7.1.2 Demonstrate that the materials for incorporation in the Works meet the specified quality, providing evidence in the form of manufacturer's literature, photo evidence or material specifications etc.

23.7.1.3 The contractor is to highlight all long lead items related with the delivery of the Authority's requirement.

23.7.2 The Tenderer shall Identify and list the dedicated resources such as equipment, plant and vehicles that will be made available for the Contract, to complete the tasks, detailing those which are owned, hired, leased etc.

23.8 NOT USED.

23.9 Contractor Personnel.

23.9.1 The Tenderer shall submit details of the overall team structure including an organisational chart.

23.9.2 The Tenderer shall provide details including contact details, CVs, competence and experience of the staff who will be directly involved in the Contract. This must include sufficient evidence to demonstrate that you have suitable management in place as well as personnel to deliver the Works. CVs are to demonstrate that all personnel involved in the delivery of the Authority's requirement are a Suitably Qualified and Experienced Person (SQEP).

23.9.3 The Tenderer is to confirm that those personnel who will liaise directly with the Authority are able to speak English.

23.9.4 The Tenderer shall provide details of the proposed workforce by trade and numbers to be employed specifically for the Contract.

23.10 Sub-Contractors and Consultants. The Tenderer shall provide the following details of any subcontractors or consultants they expect to use on the Contract:

23.10.1 Details of all sub-contractors and consultants to be employed on the Contract.

23.10.2 Evidence to demonstrate that they have the necessary expertise, experience and resources to complete the proposed Works.

23.11 Health, Safety and Environment.

23.11.1 Contractors and their supply chain are required to carry out their activities in accordance with the Health and Safety at Work Act 1974 and relevant subordinate legislation. They are also required to comply with MOD policy and relevant sections in the MOD H&S Handbook (JSP 375). The Tenderer shall submit a statement detailing their understanding of H&S at Work Act 1974 and MOD H&S Handbook (JSP 375).

23.11.2 The Tenderer shall submit a statement that he will participate actively in the management of Health and Safety at Work, Environmental issues in accordance with the Authority's requirements and Statutory Regulations.

23.11.3 NOT USED.

23.11.4 NOT USED.

23.11.5 The Tenderer shall submit an Outline Construction Phase Health & Safety Plan specific to the Contract, which is to include:

23.11.5.1 Risk assessments for excavation with plant equipment and any other high risk activities.

23.11.5.2 Outline method statements excavation with plant equipment and any other high risk activities.

23.11.5.3 Details of the management structures and responsibilities pertinent to the Contract.

23.11.5.4 Details of the Tenderer's site employee responsible for H&S, including proof of a relevant H&S qualification or experience.

23.11.5.5 Arrangements for issuing H&S directions to employees and subcontractors (for example, induction briefs, toolbox talks etc).

23.11.5.6 Arrangements for co-operation and co-ordination between contractors (for example, pre-start meeting).

23.11.5.7 Details of Site Safety Rules.

23.11.5.8 Details of emergency procedures.

23.11.5.9 Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.

23.11.5.10 Details of the Welfare Facilities it is proposed to provide.

23.11.6 The Tenderer shall provide a statement acknowledging that the Contractor will be required to develop the Construction Phase H&S Plan prior to mobilisation and keep it updated during the Construction Phase.

23.11.7 The Tenderer shall provide a statement acknowledging that the Contractor will be required to produce the Project H&S File prior to the Project Handover.

23.12 Quality Assurance (QA). The Tenderer shall submit the following:

23.12.1 Details of how the contractor will ensure the quality of the end product.

23.12.2 Details of the on-site staff responsible for ensuring the quality of the end product.

23.12.3 Outline details of the testing and QA regimes to be adopted during the Contract such as compression testing of concrete and material testing.

23.13 Communication and Response Times. The Tenderer shall provide a statement that confirms his understanding and acknowledgement of each of the following:

23.13.1 The preferred method of communication between the Authority and the Contractor will be email correspondence with the Contractor's Site Representative and PM.

23.13.2 The number of days within which the Contractor will respond to Authority requests and for routine emails to reach the Authority shall be; acknowledgement within 1 working day, with a detailed response within 5 working days or a reasonable explanation as to why this cannot be achieved along with a revised timescale.

23.14 Mobilisation. The Tenderer shall submit an outline plan for mobilisation to the location of the site if not already established there. This plan is to include details of the following:

23.14.1 Facilities to be sited.

23.14.2 Approximate real-estate required.

23.14.3 Any Authority assistance required.

23.14.4 An estimate of time in days for this activity to be shown on the programme.

23.15 **Presentation.** The Tenderer shall be prepared to have a meeting, at the request of the Authority, to expand on the technical aspects of the Tender proposal. This meeting may be requested during the Tender process or post Contract Award.

BOOKLET 5: PRICING DOCUMENT

24. The Rates and Prices contained in both Booklet 5: Pricing Document and the Bill of Quantities will be used to value any changes to the Contract Sum.

FRAUD AND ETHICAL BEHAVIOUR

25. The Tenderer should make clear in their submission that they understand and accept that fraudulent activity is not acceptable to any extent. They should confirm their commitment to ethical business behaviour and give full details of their proposals for the detection and deterrence of fraudulent activity, and the proposed action if fraud is suspected or discovered. The Tenderer should comply with the requirements detailed in Booklet 2, Condition 74 Fraud Prevention.

ETHICAL BEHAVIOUR

26. The Tenderer shall provide a clear statement demonstrating their commitment towards ethical business behaviour.

SUPPLY OF INFORMATION ABOUT SUBSTANCES REFERRED TO IN THE MONTREAL PROTOCOL

27. As a signatory to the Montreal Protocol on substances that deplete the ozone layer, Her Majesty's Government is committed to the reduction of the production and consumption of those Substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Annex B to Booklet 2 are contained in the articles, which are the subject of this ITT. Accordingly, the Tenderer must provide with their Tender a list specifying the following:

27.1 All substances listed in Annex B to Booklet 2 (adopting the nomenclature used therein) to be incorporated into the Works; and

27.2 The quantity of each substance in Annex B to be incorporated; and

27.3 Where in the Works the substances listed in Annex B will be incorporated; or

27.4 Confirm that they have a 'Nil Return' in respect of 27.1 above.

28. Enquiries regarding these substances should be directed, in the first instance, to the WCO (see Paragraph 1).

TENDER ASSESSMENT METHODOLOGY AND INDICATIVE ASSESSMENT CRITERIA

29. The purpose of providing Tenderers with the following information is to be as informative as possible on the methodology and factors applied by the Authority in evaluating Tenders. Separate and independent assessments will be carried out on the commercial and technical proposals submitted. The overall assessment will take account of the outcome of these independent assessments.

29.1 This section details how your Tender will be evaluated, the tools used to evaluate the Tender and the evaluation criteria.

MEAT Criteria: The overall evaluation will be determined by the Tenderers score based on a 60/40% Technical / Commercial submission.
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Mandatory Criteria:

Minimum Commercial Requirements met	Pass in all Commercial requirements
Minimum Technical Requirements met	Minimum score of six (6) required against all Technical requirements
Failure to meet the Mandatory Criteria will result in your Tender being non-compliant.	
Technical Criterion Scores:	
Each individual criterion will be evaluated against the following scoring mechanism:	
1	Non-compliant
4	Non-compliant in significant aspects
6	Compliant
8	Compliant with substantial understanding
10	Fully compliant and comprehensive

29.2 The Tender Evaluation will be on the basis of: Most Economically Advantageous Tender (MEAT). The 'combined technical and price' score is the evaluation method. This is where the technical mark and the price are allocated a score depending on the percentage difference from the highest technical mark available and the cheapest price. The worked example below shows the Tender responses – evaluated technical & pricing using a percentage score.

Stage 1 – Technical Assessment Weighting = 60%				
Ser	Company	Technical Score	Pass / Fail	Stage 1 Weighted Score (Technical Score / Maximum Technical Score Available) x 60
1	A	353	Pass	53
2	B	162	Fail	n/a
3	C	278 *	Fail	n/a
4	D	305	Pass	45.8
5	E	393.4	Pass	59

***Note:** Company C did not score six (6) or more in each area.

Stage 2 – Commercial Assessment Weighting = 40%			
Ser	Company	Price (Example)	(Lowest Price Technically Compliant Tender / Tender Price) x 40
1	A	£ 1,232,732.00	30.8
2	D	£ 950,000.00	40
3	E	£ 1,798,598.00	21.2

Stage 3 – Overall Assessment				
Rank	Company	Stage 1 Technical Weighted Score (%)	Stage 2 Commercial Weighted Score (%)	Overall Total (%)
1	D	45.8	40	85.8
2	A	53	30.8	83.8
3	E	59	21.2	80.2

29.3 Technical Assessment. The technical evaluation will take account of the completeness and acceptability of the information submitted in response to the ITT. Emphasis will be placed on ensuring that the Tenderer's proposals fully comply with the technical requirements set out in the Specification issued at Booklet 3. The Tender must meet the minimum technical standard, as stated in paragraph 23 of Booklet 1, to be deemed technically compliant.

29.3.1 The technical evaluation will involve comparison of the competence and quality of the proposals against criteria predetermined by the Authority. Scores obtained will be determined independent of other Tenders submitted.

29.3.2 The minimum percentage required for the Authority to deem submissions technically compliant is set at 60%. This is established by the Authority and is not

subject to deviation following issue of the ITT documentation. The weighting percentage afforded to each of the evaluation criteria outlined under paragraph 23, **Technical Proposal**, is tabulated below:

Evaluation Criteria Section	Weighting % of Total Mark	Minimum Expected for Compliance
Executive Summary	1	See paragraph 23.1
Satisfying the Requirement	30	See paragraph 23.2
Methods of Works	25	See paragraph 23.4
Procurement Strategy	8	See paragraph 23.5
Programme	13	See paragraph 23.6
Resources	8	See paragraph 23.7
Contractor Personnel	5	See paragraph 23.9
Sub-contractors and consultants	Yes/No	See paragraph 23.10
Health, Safety and Environment	6	See paragraph 23.11
Quality Assurance	2	See paragraph 23.12
Communication and Response Times	Yes/ No	See paragraph 23.13
Mobilisation	2	See paragraph 23.14
Total	100	

29.3.3 A copy of the score sheet used by the technical team can be found in Annex E to Booklet 1.

29.4 Commercial Assessment. The commercial evaluation will take account of all information outlined at paragraph 22 including compliance with the Terms and Conditions of Contract included in the ITT, the Tender Price(s) and its breakdown, and compliance with the Notices and Instructions to Tender.

29.4.1 Failure to supply any of the information tabulated below may result in a non-compliant bid.

Mandatory Information to be Supplied	Criteria	Minimum Expected for Compliance
Compliance Statement	Yes / No	See paragraph 22.1
Payment of Sub-Contractors		See paragraph 22.2
Insurance		See paragraph 22.3
Price		See paragraph 22.5
Guarantee		See paragraph 22.6
Tender Period Confirmation		See paragraph 22.7
Language		See paragraph 22.8
Compliance		See paragraph 22.9
Receipt of Payments		See paragraph 22.10
Fraud		See paragraph 22.11 & 25
Law		See paragraph 22.12
Ethical Behaviour		See Paragraph 22.13 & 26
Montreal Protocol Compliance		See paragraph 22.14 & 27 (also include Annex B to Booklet 2)
Security		See Paragraph 22.18 & 51
Confidentiality of Tenders		See paragraph 35
Defects Period		See paragraph 39
Fire Precautions Compliance		See paragraph 22.15 & Annex A
Freedom of Information & Transparency		See Paragraph 22.16, 53 & Annex B
Certificate of Bona Fide Tendering		See Paragraph 22.17 & Annex C
Form of Tender		See Paragraph 22.5.13 & Annex D
Supplier Statement Relating to Good Standing		Annex C to Booklet 2

29.4.2 A copy of the score sheet used by the technical team can be found in Annex E to Booklet 1.

ACCEPTANCE PERIOD

30. Tenders shall remain open for acceptance for a period of **90** days from the Tender Return Date.

DEBRIEFING TENDERERS

31. The Tenderer should note that it is the Authority's policy to debrief unsuccessful Tenderers. The purpose of the debrief is to let an unsuccessful Tenderer know why an offer was rejected. A debrief will only take place after the award of Contract, and when requested by an unsuccessful Tenderer. A debrief will normally be given within one month from the date of request, or from the award of Contract, whichever is later.

EXPENSES / LOSSES

32. No tendering expenses or losses will be reimbursed by the MoD. This includes expenses incurred by the Tenderer in attending site visits and meetings in connection with the Tender.

ACCEPTANCE

33. The Secretary of State for Defence does not bind himself to accept the lowest or any Tender; and may refuse to consider any Tender which is incomplete or qualified in any way.

PRE-CONTRACT PROCEDURES

34. Before a Contract is let, where applicable an exchange of information is to be made which will include:

- 34.1 H&S Policies.
- 34.2 Nomination of a Safety Liaison Officer.
- 34.3 Locations and associated Disclosure of Risk(s) identified.
- 34.4 Constraints on the location – access, buried services, use of equipment, site fencing, etc.
- 34.5 Identified Methods of Working.
- 34.6 Risk Assessments.
- 34.7 First Aid facilities.
- 34.8 NOT USED.
- 34.9 Evidence of adequate Contractor insurance against any damages or awards made to any person injured as a result of Contractor work activities.
- 34.10 NOT USED.

CONFIDENTIALITY OF TENDERS

35. The Tenderer is to note the following:

- 35.1. You are required to keep your Tender confidential and not divulge to anyone, even approximately, what your Tender price is or will be, before the decision on Contract Award is made known by the Authority. The sole exception to this is information you may have to give

to your insurance company, or broker, in order to compile your Tender, but you must stress to them that this information is given in strict confidence.

35.2. You must not obtain or try to obtain any information in connection with anyone else's Tender or proposed Tender before the timescales set herein.

35.3. You must not make any arrangements with anyone else about whether or not they should Tender, or about their or your Tender prices or terms and conditions. You may however, obtain any necessary sub-contractor quotations. Please confirm your understanding of, and compliance with this, in your Tender.

START DATE OF CONTRACT

36. For your guidance the expected start date of this Contract is estimated to be **17 Oct 19**, although no guarantee of this can be given at this stage. This date includes the mobilisation period.

COMPLETION DATE

37. The Authority believes that the start date of **17 Oct 19** is critical to achieving completion before **16 Mar 20**.

MOBILISATION PERIOD

38. The Contractor will mobilise his resources in accordance with his acceptance proposals, following notification of award of Contract by the WCO.

DEFECTS PERIOD

39. The Tenderer shall provide a clear statement demonstrating their understanding and acceptance of the **12 months defects liability period** from the date of handover to the Client.

INCLUSIONS AND OMISSIONS

40. There are no inclusions or omissions.

DOCUMENTS

41. Only the current editions / versions of the Contract Documents named in this ITT shall apply in connection with the Contract.

42. The Tenderer is not to alter or amend any of the Contract Documents.

43. A Contract Document not issued to the Tenderer is the Standard Fire Precautions for Contractors Engaged on Crown Works (HMSO Publication ISBN 0 11 753094 8 (4/95)), which may be purchased from The Stationery Office Bookshop, London.

TENDER BRIEF / SITE VISITS

44. The Tenderer will be able, during the time allowed for completion and return of Tender, to spend time on Site to familiarise themselves with the Site and to assess the task described in the ITT. For these purposes, the Tenderer can be represented at a Bidder's Conference, which will include a Site Visit.

45. The Tenderer may send a **maximum of 2** representatives to the Bidder's Conference and Site Visit and should give at least notice of those attending to the WCO (see Paragraph 1) on receipt of the ITT.

46. All representatives are required to come equipped with name badges identifying themselves and their organisation and must wear these badges for the duration of the briefing.

47. NOT USED.

48. It should be noted that this event cannot be repeated for any individual Tenderer.

49. Subsequent visits may be made to the site with prior agreement of the WCO. Any requests for such and questions arising from such visits shall be in writing to the WCO at the address given in Paragraph 1.

INTERVIEWS

50. The Authority may wish to interview Tenderers as part of the evaluation process. Tenderers will normally be given a minimum of 48 hours' notice of any requirement to attend for interview if appropriate. It will be the Tenderer's responsibility to make any necessary arrangements and to meet all costs related to this interview.

SECURITY

51. The Tenderer shall provide a clear statement that they understand and accept the security implications in relation to the Contract.

ADDITIONAL COPIES OF TENDER DOCUMENTS

52. You have been sent only one copy of the Tender Documents. The Authority **will not** provide additional copies.

FREEDOM OF INFORMATION & TRANSPARENCY

53. Tenderers are to confirm their understanding of Annex B to this Booklet (Booklet 1) and complete the Annex B form as appropriate.

JOINT STATEMENT ON ACCESS TO SKILLS, TRADE UNIONS AND ADVICE IN GOVERNMENT CONTRACTING

54. NOT USED.

DEFCON 697 – CONTRACTORS ON DEPLOYED OPERATIONS (CONDO) REGULATIONS

55. NOT USED.

ELECTRONIC PURCHASING

56. Tenderers must note that use of the Contracting, Purchasing and Finance (CP&F) electronic procurement tool is a mandatory requirement for any resultant contract awarded following this tender. By submitting this tender you agree to electronic payment. You can view information on CP&F and the methods to connect at MOD contracting, purchasing and finance: <https://www.gov.uk/government/publications/mod-contracting-purchasing-and-finance-e-procurement-system>. Please feel free to consult the service provider on connectivity options. Failure to accept electronic payment will result in your Tender being non-compliant.

ANNEXES

- A. Fire Precautions Compliance.
- B. Freedom of Information & Transparency.
- C. Certificate of Bona Fide Tendering.
- D. Form of Tender.
- E. Tender evaluation sheets.

Annex A to
Booklet 1
Dated 13 Aug 2019

MINISTRY OF DEFENCE
TENDER FOR LUMP SUM FIRM PRICE CONTRACT FOR
KEN/GE/1903
CONSTRUCTION OF FMA ABLUTION BLOCK
BRITISH ARMY TRAINING SUPPORT UNIT KENYA (BATUK)

FIRE PRECAUTIONS

1. I / We hereby agree to comply with the 'Standard Fire Precautions for Contractors Engaged on Crown Works' - HMSO Publication ISBN 0 11 753094 8 (4/95) and with all local Fire Regulations.
2. It is further agreed that compliance with these precautions does not relieve me / us of any responsibility for taking all other reasonable precautions against fire as provided in the Contract period quoted in the Tender Form.

Signed:

Name (in CAPITALS):

in the capacity of:

duly authorised to sign Tenders for and on behalf of (in CAPITALS):

.....

Address (including postcode):

.....

.....

.....

.....

Date:

Annex B to
Booklet 1
Dated 13 Aug 2019

MINISTRY OF DEFENCE
TENDER FOR LUMP SUM FIRM PRICE CONTRACT FOR
KEN/GE/1903
CONSTRUCTION OF FMA ABLUTION BLOCK
BRITISH ARMY TRAINING SUPPORT UNIT KENYA (BATUK)

FREEDOM OF INFORMATION AND TRANSPARENCY

1. Tenderers should be aware that, should they be awarded the Contract, the content of the Contract will be published by the MoD to the general public in line with government policy set out in the Prime Minister's letter of May 2010:

(<http://www.number10.gov.uk/news/statements-and-articles/2010/05/letter-to-government-departments-on-opening-up-data-51204>.)

2. Before publishing the Contract, the MoD may redact any information which would be exempt from disclosure if it was the subject of a request for information under the Freedom of Information Act 2000 ("the FOIA") or the Environmental Information Regulations 2002 ("the EIR").

3. The FOIA and the EIR provide a more general statutory right of access to information held by or on behalf of public authorities, including information provided by third parties such as suppliers. This right of access is subject to a number of exemptions, including confidential information and commercially sensitive information. Further details of MoD policy on FOIA and EIR can be found on the Acquisition Operating Framework (www.aof.mod.uk/index.htm, click on "Commercial Toolkit" then "MoD Commercial Management" then "Freedom of Information").

4. In order to assist the MoD in applying the exemptions in the FOIA and the EIR, Tenderers should complete the attached Tenderer's Commercially Sensitive Information Form within this Annex, explaining which parts of their Tender they consider to be commercially sensitive. Tenderers are also requested to include on the Form the details of a named individual who may be contacted with regard to FOIA and EIR.

5. Tenderers should note that, while their views will be taken into consideration, the ultimate decision whether to publish or disclose information provided to the MoD lies with the MoD. Tenderers are advised to give as much detail as possible on the Form. It is highly unlikely that a Tender will be exempt from disclosure in its entirety. Should the MoD decide to publish or disclose information against the wishes of a Tenderer, the Tenderer will be given prior notification.

Tenderer's Commercial Sensitive Information Form

ITT Ref No:
Description of Contractor Sensitive Information:
Reference(s) of where can be found in ITT response:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Period of Confidence (if applicable):
Contact Details for Transparency / Freedom of Information matters: Name: Position: Address: Telephone Number: E-mail Address:

Signed:

On behalf of:

Date:

Annex C to
Booklet 1
Dated 13 Aug 2019

MINISTRY OF DEFENCE
TENDER FOR LUMP SUM FIRM PRICE CONTRACT FOR
KEN/GE/1903
CONSTRUCTION OF FMA ABLUTION BLOCK
BRITISH ARMY TRAINING SUPPORT UNIT KENYA (BATUK)

CERTIFICATE OF BONA FIDE TENDERING

Due for return by: **1200 hrs on 23 Sep 19**

We hereby certify that the offer made in connection with the above Tender 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, (see* below).

In particular,

- a. The offered price has not been divulged to any person.
- b. No arrangement has been made with any person that he should refrain from tendering.
- c. No arrangement with any person has been made to the effect that we will refrain from bidding on a future occasion.
- d. No discussion with any person has taken place concerning the details of either's proposed price.
- e. No arrangement has been made with any person otherwise to limit genuine competition.

We understand that any instances of illegal cartels or market sharing arrangements suspected by the Ministry of Defence 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 that 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 behalf of:

Date:

Annex D to
Booklet 1
Dated 13 Aug 2019

**FORM OF TENDER
FOR THE CONTRACTOR'S CONTRACT**

PROJECT TITLE: **CONSTRUCTION OF FMA ABLUTION BLOCK**

DUE DATE FOR RETURN:

1200 hrs on 23 Sep 19

To be returned to:

WO2 PEDERSEN RE
DIO REGIONAL DELIVERY
BATUK
KIFARU CAMP, NAIROBI
BFPO 10

Telephone: +254 (0)707716863

Email: DIORDTRG-KENGECLKWKSC1@MOD.UK

FORM OF TENDER

FOR: LUMP SUM FIRM PRICE CONTRACT FOR CIVIL WORKS

To: THE SECRETARY OF STATE FOR DEFENCE

1. The undersigned (herein after called "The Tenderer") having read the Notices and Instructions to Tender and the Conditions of Contract as specified in the Invitation to Tender letter hereby offers to provide the services detailed in the Specification at the FIRM price and rates stated in the Schedule of Requirements.
2. I hereby confirm that I have read and understand the Invitation to Tender and agree that the Contract shall be subject to English Law.
3. I hereby agree that the Conditions of Contract as issued with the Invitation to Tender shall apply to the Contract and that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from the Tenderer in connection with this Tender or with any contract resulting from this Tender shall not be applicable to this Tender or to the Contract.
4. The Contractor acknowledges that the Authority reserves the right to invite competitive quotations and / or place orders elsewhere for any or all items listed in the schedule of requirements during the period of the Contractor's offer.

TENDER PRICE

5. The total value of this tender is:

OVERALL TOTAL: KSH _____.

(State the **TOTAL** amount in words.....)

This price does not include any element of Value Added Tax.

6. This tender shall remain valid for a period of **90 days** from the due date for the return of this tender.

LAW OF THIS CONTRACT

7. The Tenderer agrees that the proper law of this Contract shall be English Law.

ADDITIONS AND DELETIONS COSTS

8. The Tenderer agrees that the net rates and prices printed in or deduced from Booklet 5: Pricing Document shall be deemed to include all costs in respect of local conditions, labour, materials, plant, equipment, tools, insurances, overheads and profit, and all obligations, liabilities and services described in the Contract.

CONFIDENTIALITY

9. The Tenderer has not told and shall not tell anyone else, even approximately, what our tender price is or will be before the deadline for delivery of Tenders. We understand that the only exception is if we need an insurance quotation to calculate our tender price. We may give our insurance brokers any essential information they ask for, so long as we do so in strict confidence. We have not tried and shall not try to obtain any information about anyone else's tender or proposed tender before the deadline for delivery of tenders. We have not made and will not make any arrangement with anyone else about whether or not he should tender, or about his or our Tender Price.

OTHER TERMS OR CONDITIONS OF CONTRACT

10. The Tenderer agrees that any other terms or conditions of contract or any general reservation which may be provided on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender shall not be applicable to this Tender or the Contract.

[Tenderer to complete]

Date:

Signature: NAME (in CAPTIALS):

In the capacity of (state official title e.g. Director, Managing Partner etc.) duly authorised to sign tenders for an on behalf of (in CAPITALS):

Tenderer's Name:

Postal Address (including postcode):

.....

Telephone No.:

.....

Email:

.....

Annex E to
Booklet 1
Dated 13 Aug 2019

TENDER EVALUATION SHEETS AND MARKING GUIDE

COMMERCIAL EVALUATION

Name of Tenderer:		Marking Round 1 (Individual)		Marking Round 2 (Collective)	
Ser	Factor	Pass Yes/No	Clarification Required Yes/No	Pass/Clarification Required	Comments/Clarification
(a)	(b)	(c)	(d)	(e)	(f)
Compliance with Notices & Instructions to Tender (N&IT)					
1.0	Has the Tenderer provided 1 copy of the commercial proposal & 3 copies of the technical proposal? (N&IT Para 5)				
1.1	Has the Tenderer provided details of how he will pay suppliers and/or subcontractors? (N&IT para 22.2)				
1.2	Has the Tenderer provided details of all insurance cover proposed with details of individual policy costs along with any exclusions? Minimum cover details are to be provided for: a. Professional Indemnity b. Public Liability c. Employee Liability d. Contractor "All Risks" - (N&IT Para 22.3)				
1.3	Has the contractor submitted a pricing proposal which includes:				
	a. Submitted prices for each task shown in the Pricing Schedules, Booklet 5? (N&IT Para 22.5.13)				
	b. A detailed Bill of Quantities or Schedule of Rates for plant, materials and consumables to be utilised on the Contract + Profit & Overhead as a percentage. (N&IT Para 22.5.2 and 22.5.14)				
	c. The Pricing Document completed with FIRM rates and prices in US\$ exclusive of VAT. (N&IT Paras 20.5.12 and 22.5.4)				
1.4	A milestone payment schedule with prices entered. Are the milestone measurable/smart and able to be readily assessed by the PM (N&IT Paras 22.5.6 & 22.5.7)				
1.5	Has the contractor demonstrated acceptance of the change control process. (N&IT Para 22.5.11)				
1.6	Has the contractor provided a statement regarding the provision of a Bank or Parent Company guarantee? (N&IT para 22.6)				
1.7	Has the contractor provided confirmation that the tendered offer will remain open for a period of 90 days from the due date? (N&IT Para 22.7)				
1.8	Has the contractor provided confirmation that all related contract documentation will be provided in English? (N&IT Para 22.8)				
1.9	Has the Tenderer provided a statement of compliance against each of the Conditions of Contract ? (N&IT para 22.9)				
1.10	Details of the person(s) authorised to receive payments from the Authority on behalf of the Contractor for work done under the Contract.(N&IT Para 22.10)				
1.11	Has the contractor submitted a fraud policy statement? (N&IT Para 22.11)				
1.12	Has the contractor indicated that he understands that the contract is written in English Law? (N&IT Para 22.12)				
1.13	Has the contractor submitted details regarding commitment to ethical business behaviour? (N&IT Para 13 & 26)				
1.14	Has the contractor included a signed copy of the Montreal Protocol Statement (N&IT Para 22.14 & 27.1)				
1.15	Has the contractor indicated that he specifically understands and accepts the security implications? (N&IT Para 22.18 & 51)				
1.16	Has the contractor confirmed his understanding of and compliance with the tender instruction on confidentiality of tenders? (N&IT Para 35)				
1.17	Has the contractor indicated that he specifically understands the defects liability period for the works? (N&IT Para 39)				
1.18	Has the contractor included a signed copy of the Fire Precautions Compliance Statement (N&IT 22.15 and Annex A)				
1.19	Has the contractor included a signed copy of the Freedom of Information and Transparency Statement (N&IT Para 53 & Annex B)				
1.20	Has the contractor submitted a price in accordance with the ITT and signed the Certificate of Bona fide tendering (N&IT 22.17 & Annex C)				
1.21	Has the contractor signed the tender form? (N&IT Para 22.5.13 and Annex D)				
1.22	Has the contractor provided a signed copy of the supplier statement relating to good standing for any suppliers to be used in the contract? (Annex C to Booklet 2)				
Overall Pass (Yes/No)					
Overall Pass with Clarifications (Yes/No)					
Overall Non Compliant (Yes/No)					

TECHNICAL EVALUATION

Ser	Technical Requirement	Marking Guide	Maximum Marks	Weighting %	Marks Awarded	Weighted Marks	Markers' Notes
1.0 EXECUTIVE SUMMARY							
1.1	<p>23.1.1 The Tenderer shall demonstrate an overall understanding of the requirement by providing a brief summary outlining the following:</p> <p>23.1.1.1 The Project Requirement / Scope of Works.</p> <p>23.1.1.2 The Contract deliverables (Tasks 1).</p> <p>23.1.1.3 Key dates (start and completion dates for the Task).</p>	<p>10 marks - Fully compliant/demonstrates a comprehensive understanding of the requirement.</p> <p>8 marks - Compliant and demonstrates a substantial understanding of the requirement.</p> <p>6 marks - Compliant</p> <p>4 marks - Non-compliant in significant aspects/fails to demonstrate a satisfactory understanding.</p> <p>1 mark - Non-compliant in virtually all aspects/demonstrates a poor understanding</p>	10	0.33		0.00	Does the summary cover each of the tasks, has the tenderer confirmed the deliverables and does it demonstrate an understanding and acceptance of the project start and end dates.
1.2	<p>23.1.2 The Tenderer shall also outline:</p> <p>23.1.2.1 Specific areas of concern.</p> <p>23.1.2.2 Perceived constraints</p> <p>23.1.2.3 Hazards & Risks to the project delivery.</p> <p>23.1.2.4 Areas of potential delay if applicable.</p>	<p>10 marks - Fully compliant/comprehensive. Shows valid areas of concern and constraints. Provides an outline list of hazards and risks, including mitigation measures. Highlights areas of potential delays to delivery.</p> <p>8 marks - Compliant in most aspects. Relevant concerns and constraints. Lists hazards, risks and potential delays.</p> <p>6 marks - Compliant, covers all headings.</p> <p>4 marks - Non-compliant in significant aspects.</p>	10	0.33		0.00	Has the tenderer identified any specific areas of concern and his mitigation measures? Has it acknowledged the constraints and are there anymore?

		1 mark - Non-compliant in virtually all aspects/virtually all risks & concerns are trivial/No Risk Register/weak mitigation proposals.					
1.3	23.1.4 The Tenderer shall provide a pen picture of their Company, with particular regard to previous experience in the type of Works detailed in the Specification. The information given should relate to the Company itself and not the Trading Division, Group or Holding Company of which the Company is a part. However, details of the Company's relationships within the overall organisation, of which it is a part, should also be made clear. The Tenderer shall include details of similar Works carried out for the Authority and any Works carried out in a similar Security environment.	10 marks - Comprehensive pen picture demonstrating the contractor has recent, relevant and valid experience and has the capability and capacity to carry out the Works. 8 marks - Good pen picture showing the contractor has carried out recent, relevant works for the Authority. 6 marks - Provided a pen picture/recent and relevant experience but not working for the Authority. 4 marks - Provided a pen picture but with limited experience. 1 mark - Brief pen picture/Flowery pen picture that demonstrates no relevant/recent experience.	10	0.33		0.00	Has the tenderer provided details of his company?
1.4	23.1.5 The Tenderer shall include a statement confirming their understanding and agreement of the requirement to provide all the necessary resources required to meet the timely and satisfactory completion of the Contract. Furthermore, the tenderers must take full account of the security requirements, in particular the obtaining of acceptable forms of identification for site access of all its resources – all within the agreed Contract price and at no additional cost to the Authority.	This statement must be included. Yes or No in the score column.					Has the tenderer provided a statement that is clear and gives sufficient detail that provides the Authority with confidence of his understanding and commitment to the deliver the contract?
		Sub-total	30	1.00	0	0.00	

2.0 SATISFYING THE REQUIREMENT							
2.1	<p>23.2.1 The Tenderer shall provide a fully detailed proposal demonstrating that they understand the technical requirement and how they intend to meet the Contract deliverables. The following information is to be included, but not limited to:</p> <p>23.2.1.1 Developed design proposals and specifications.</p> <p>23.2.1.2 Developed design drawings inclusive of design calculations.</p> <p>23.2.1.3 Details of how connections into existing services will be made (for example, existing roads, surface water drainage etc).</p>	<p>10 marks - Fully developed proposals that comprehensively complete the technical requirement.</p> <p>8 marks - Satisfactory proposals that will complete the technical requirement.</p> <p>6 marks - Complete proposals that, with further detail added to the design and drawings, will complete the technical requirement.</p> <p>4 marks - Significant concerns over the proposals completing the technical requirements.</p> <p>1 mark - No confidence that the proposals will meet the technical requirement.</p>	10	15		0.00	
2.2	23.2.2 The Tenderer shall list all British Standards, design publications, technical guides, Authority publications etc used in the development of the proposal and acknowledge that upon award will comply with applicable requirements in the listed publications.	Yes or No in score column.					Are the BS, design publications, technical guides, Authority publications etc relevant to the project specification?
2.3	23.2.3 All design assumptions shall be listed.	Yes or No in score column.					Do the design assumptions make sense and are they relevant?

2.4	23.2.4 Details of supporting design documentation; specifications, applied loadings, design assumptions, foundations and drainage. (Must be referenced to publications listed in Serial 23.2.3)	10 marks - Comprehensive details all passing SME scrutiny. 8 marks - Satisfactory details passing SME scrutiny. 6 marks - Satisfactory details passing SME scrutiny with only minor observations. 4 marks - One or more instance of calculations failing to pass SME scrutiny. 1 mark - Mostly inaccurate/incorrect details causing SME significant concern.	10	10		0.00	Is the documentation and references provided appropriate and relevant?
2.5	23.2.5 Details of the Civils, Electrical & Mechanical design compatibility, if appropriate, shall be proven.	If applicable, is it proven? Yes, No or N/A in score column.					
2.6	23.2.6 Details of how the tenderer will inform the authority of any proposed design changes.	10 marks - Comprehensive, clear and robust procedures with a proven track record. 8 marks - Comprehensive methodology for design change. 6 marks - Satisfactorily robust procedures. 4 marks - Procedures are suspect and likely to fail. 1 mark - Unacceptable procedures that will lead to a breakdown in the design change process.	10	5		0.00	Has the tenderer explained how it will inform the Authority in accordance with Booklet 2 (change (para 61) ?
2.7	23.2.7 The tenderer shall list any concerns, if any regarding the complexity or completeness of the brief.	Have any concerns/omission been listed? Yes, No or N/A in score column.					
		Sub-total	30	30	0	0.00	

4.0 METHOD OF WORKS							
4.1	23.4 Method of Works. The Tenderer shall outline his construction methodology / process and provide detailed Methods of Works for each task, including but not limited to, site investigations, surveys, foundation works, drainage etc.	10 marks - Comprehensive, logical, relevant and detailed submission demonstrating processes and method of works covering all major elements. 8 marks - Substantial logical, relevant and detailed submission covering all major elements. 6 marks - Satisfactorily logical, relevant and detailed covering most major elements. 4 marks - Sketchy detail/one or two major elements not covered satisfactorily. 1 mark - Suspect methodology/insufficient detail on more than two elements.	10	25		0.00	Has the tenderer described each of the elements in detail from start to completion and are they relevant?
		Sub-total	10	25	0	0.00	
5.0 PROCUREMENT STRATEGY							
5.1	23.5.1 The Tenderer shall provide a detailed procurement strategy expanding on the Executive Summary, covering the following: 23.5.1.1 Elements to be self-performed. 23.5.1.2 If any elements are to be sub-contracted and any use of consultants. 23.5.1.3 Logistics supply chain for the major material groups. 23.5.1.4 Known risks associated with the procurement of material and services including proposed mitigation. (For example, long lead items etc)	10 marks - Fully comprehensive and sound strategy/comprehensive and valid mitigation proposals/comprehensive assessment of risks. 8 marks - Substantially sound strategy with good mitigation proposals/clearly identified and valid risks. 6 marks - Reasonable strategy with mitigation proposals/identified and valid risks. 4 marks - Questionable strategy/concerns over one or two mitigation proposals. 1 mark - Highly questionable strategy with weak/non-existent	10	8		0.00	Has the tenderer detailed whether he will be delivering the project himself and if not which sub-contractors he will use and if so are his sub-contractors competent and qualified to do so? Has the tenderer explained who, where and what it will be procuring and whether they are long lead items or readily available? Have any long lead items been identified and built into the programme and if necessary has the tenderer provided

		mitigation proposals.					mitigation?
		Sub-total	10	8	0	0.00	
6.0 PROGRAMME							
6.1	<p>23.6.1 The Tenderer shall produce and submit a Programme that is in line with the Authority's requirement and timelines. The Tenderer's Programme shall:</p> <p>23.6.1.1 Provide sufficient detail of Work phases and proposed milestone completion dates.</p> <p>23.6.1.2 Define any works that if delayed may impact the project's completion date, such as concrete pouring.</p> <p>23.6.1.3 Allow for mobilisation, holidays, likely weather conditions etc.</p> <p>23.6.1.4 Make use of concurrent activity across all phases; design, procure and construct.</p> <p>23.6.1.5 Allow for the delivery of materiel and highlight long lead items.</p> <p>23.6.1.6 Allow for all testing and commissioning.</p> <p>23.6.1.7 Allow for Handover; Pre-Board of Officers, snagging, Board of Officers and H&S File.</p>	<p>10 marks - Comprehensive programme which is achievable. The programme contains all of the criteria detailed in para a-h in great detail.</p> <p>8 marks - Substantive programme/correct format/workable, meeting the requirement. Withstands detailed scrutiny, contingency clearly defined critical path.</p> <p>6 marks - Satisfactory programme/correct format/workable with only minor concerns/generally meets the requirement/generally can stand up to detailed scrutiny/contingency reasonably valid/clearly defined critical path.</p> <p>4 marks - Significant concerns over the programme/incorrect format/major concerns over workability/fails to meet the requirement in most aspects/suspect when scrutinised/contingency suspect/critical path suspect.</p> <p>1 mark - No or unsatisfactory programme/will not meet the requirement/does not stand up to scrutiny/contingency totally invalid.</p>	10	13		0.00	Does the programme clearly detail all the tasks including mobilisation, procurement, start and completion dates, holidays, testing and commissioning etc? Are the times allocated realistic?

6.2	23.6.2 The Tenderer shall submit a statement confirming that all Project priorities and milestones (if stated in the ITT) will be met and are incorporated within the overall Project Programme.	Is the statement included? Yes or No in score column.					Does the programme align with the project deliverables?
6.3	23.6.3 The Tenderer shall submit a statement agreeing that on a weekly basis they will attend a meeting with the Authority to discuss and agree any proposed revisions to the agreed Programme, and to deconflict the Works with any other contractor on site. In addition, the Contractor should be prepared to provide an update to the PM at any time as reasonably requested.	Is the statement included? Yes or No in score column.					
		Sub-total	10	13	0	0.00	
7.0 RESOURCES							
7.1	<p>23.7.1 The Tenderer shall identify the resources to be employed in the completion of the Works and specifically:</p> <p>23.7.1.1 Include an unpriced Bill of Quantities detailed sufficiently to allow the Authority to assess the materiel quantities.</p> <p>23.7.1.2 Demonstrate that the materials for incorporation in the Works meet the specified quality, providing evidence in the form of manufacturer's literature, photo evidence or material specifications etc.</p> <p>23.7.1.3 The contractor is to highlight all long lead items related with the delivery of the Authority's requirement.</p>	<p>10 marks - Fully comprehensive BofQ covering all materials required. Materials entirely as specified or approved by SME with manufacturers literature with clearly defined long lead items. The submission demonstrates how the materials will be incorporated into the Works.</p> <p>8 marks - Substantial BofQ covering all materials required. Materials as specified or approved by SME with manufacturer's literature with defined long lead items.</p> <p>6 marks - Satisfactory BofQ covering most of materials required. Materials mostly as specified or approved with manufacturer's literature with some defined long lead items.</p> <p>4 marks - Significant concerns over BofQ missing materials. Majority of materials not as</p>	10	4		0.00	Are the materials of suitable quality and are the quantities identified in the BoQ considered sufficient and in line with expectations? Are there any deficiencies? Are long lead items identified and do they meet with programme timelines?

		specified or approved. Some missing manufacturer's literature and question marks over long lead items. 1 mark - Poor BofQ. No confidence in or unsatisfactory materials, missing literature, long lead items not identified.					
7.2	23.7.2 The Tenderer shall Identify and list the dedicated resources such as equipment, plant and vehicles that will be made available for the Contract, in order to complete the tasks, detailing those which are owned, hired, leased etc.	10 marks - Comprehensive details covering all the equipment required, including the equipment that will be self-owned and that which will be hired in. 8 marks - Significant resources list covering the major equipment which will be utilised for the project. Including equipment which is self-owned and that which will be hired in. 6 marks - Satisfactory details covering equipment required. Includes the equipment self-owned or leased. 4 marks - Lacking in detail/Some missing equipment/Majority of equipment not self-owned/one or two major elements not covered satisfactorily. 1 mark - Lacking in detail/Many missing equipment/No self-ownership of equipment.	10	4		0.00	Is the plant and equipment suitable and available to deliver the work?
		Sub-total	20	8	0	0.00	

9.0 CONTRACTOR PERSONNEL						
9.1	23.9.1 The Tenderer shall submit details of the overall team structure including an org chart.	Has the org chart been submitted? Yes or No in score column.				
9.2	23.9.2 The Tenderer shall provide details including contact details, CVs, competence and experience of the staff who will be directly involved in the Contract. This must include sufficient evidence to demonstrate that you have suitable management in place as well as personnel to deliver the Works. CVs are to demonstrate that all personnel involved in the delivery of the Authority's requirement are a Suitably Qualified and Experienced Person (SQEP).	10 marks - Well-structured team with significant relevant support with comprehensive and relevant CVs provided. Demonstrating all personnel SQEP for the role they will be carrying out. 8 marks - Well-structured team with satisfactory relevant support with relevant CVs provided. Demonstrating most personnel are SQEP for the role they will be carrying out. 6 marks - Suitable structured team with relevant support/qualifications and experience and relevant CVs provided. 4 marks - Concerns over team structure/Unsatisfactory qualifications and little relevant experience/Irrelevant CVs provided. 1 mark - Significant concerns over team structure/Totally unsatisfactory qualifications and no relevant experience/No CVs provided.	10	4	0.00	Are the resources, including any proposed sub-contractors that are proposed suitably qualified and experienced to deliver the tasks?
9.3	23.9.3 The Tenderer is to confirm that those personnel who will liaise directly with the Authority are able to speak English.	Has a Manager been nominated? Yes or No in score column.				

9.4	23.9.4 The Tenderer shall provide details of the proposed workforce by trade and numbers to be employed specifically for the Contract.	10 marks - Comprehensive numbers and spread of trades/Very high confidence in completing to programme. 8 marks - Substantial submission detailing the overall workforce structure. High confidence in completing to programme. 6 marks - Satisfactory numbers and spread of trades. confidence in completing to programme. 4 marks - Insufficient numbers and spread of key trades/Low confidence in completing to programme. 1 mark - Totally unsuitable numbers and trade spread/No confidence in completing to programme.	10	1		0.00	Are the proposed workers of sufficient number and relevant trades to complete the project in accordance with the programme?
		Sub-total	20	5	0	0.00	
10.0 SUB-CONTRACTORS AND CONSULTANTS							
10.1	23.10 Sub-Contractors and Consultants. The Tenderer shall provide the following details of any subcontractors or consultants they expect to use on the Contract: 23.10.1 Details of all sub-contractors and consultants to be employed on the Contract. 23.10.2 Evidence to demonstrate that they have the necessary expertise, experience and resources to complete the proposed Works.	Is the statement included? Yes or No or N/A in score column.					If there are any subcontractors employed (see serial 5.1) are they sufficiently qualified and relevant to deliver the tasks?
		Sub-total					

11.0 HEALTH, SAFETY AND ENVIRONMENT							
11.1	23.11.1 Contractors and their supply chain are required to carry out their activities in accordance with the Health and Safety at Work Act 1974 and relevant subordinate legislation. They are also required to comply with MOD policy and relevant sections in the MOD H&S Handbook (JSP 375). The Tenderer shall submit a statement detailing their understanding of H&S at Work Act 1974 and MOD H&S Handbook (JSP 375).	Is the full and accurate statement included? Pass or Fail in score column.					
11.2	23.11.2 The Tenderer shall submit a statement that he will participate actively in the management of Health and Safety at Work, Environmental issues in accordance with the Authority's requirements and Statutory Regulations.	Is a full and adequate statement included? Pass or Fail in score column.					

11.5	<p>23.11.5 The Tenderer shall submit an Outline Construction Phase Health & Safety Plan specific to the Contract, which is to include:</p> <p>23.11.5.1 Risk assessments for excavation with plant equipment and any other high risk activities.</p> <p>23.11.5.2 Outline method statements excavation with plant equipment and any other high risk activities.</p> <p>23.11.5.3 Details of the management structures and responsibilities pertinent to the Contract.</p> <p>23.11.5.4 Details of the Tenderer's site employee responsible for H&S, including proof of a relevant H&S qualification or experience.</p> <p>23.11.5.5 Arrangements for issuing H&S directions to employees and subcontractors (for example, induction briefs, toolbox talks etc).</p> <p>23.11.5.6 Arrangements for co-operation and co-ordination between contractors (for example, pre-start meeting).</p> <p>23.11.5.7 Details of Site Safety Rules.</p> <p>23.11.5.8 Details of emergency procedures.</p> <p>23.11.5.9 Arrangements for ensuring that all accidents, illness and dangerous occurrences are recorded.</p> <p>23.11.5.10 Details of the Welfare Facilities it is proposed to provide.</p>	<p>There are a maximum of 10 marks available for each sub-requirement. A score of less than 6 in any one condition will be non-compliant. Highlight any clarification points which may be asked of the contractor in the remarks column. The marking criteria is as follows:</p> <p>10 marks - Total compliance/Comprehensive relevant detail included.</p> <p>8 marks - Substantial submission with all points covered with detail included.</p> <p>6 marks - Satisfactorily covers all the points/Limited detail in places.</p> <p>4 marks - Fails to cover one or two points/Insufficient detail to demonstrate satisfactory compliance on one or two points.</p> <p>1 mark - Fails to cover three or more points/Insufficient detail to demonstrate satisfactory compliance on three or more points.</p>	10	6		0.00	Are the documents adequate and is the person identified as responsible for H&S suitably qualified? Has the tenderer provided suitable and relevant information for each serial?
11.6	23.11.6 The Tenderer shall provide a statement acknowledging that the Contractor will be required to develop the Construction Phase H&S Plan prior to mobilisation and keep it updated during the Construction Phase.	<p>Has the Tenderer acknowledged clause 23.11.6?</p> <p>Yes or No in score column.</p>					
11.7	23.11.7 The Tenderer shall provide a statement acknowledging that the Contractor will be required to produce the Project H&S File prior to the Project Handover.	<p>Has the Tenderer acknowledged clause 23.11.7?</p> <p>Yes or No in score column.</p>					

		Sub-total	10	6	0	0	
12.0 Quality Assurance							
12.1	<p>23.12 The Tenderer shall submit the following:</p> <p>23.12.1 Details of how the contractor will ensure the quality of the end product.</p> <p>23.12.2 Details of the on-site staff responsible for ensuring the quality of the end product.</p> <p>23.12.3 Outline details of the testing and QA regimes to be adopted during the Contract such as compression testing of concrete and material testing.</p>	<p>10 marks - Fully compliant.</p> <p>8 marks - Compliant and demonstrates a substantial understanding</p> <p>6 marks - Compliant</p> <p>4 marks - Non-compliant in significant aspects</p> <p>1 mark - Non-compliant in virtually all aspects</p>	10	2		0.00	Has the tenderer explained this in sufficient detail to give confidence that he understands what is required, and is what he has provided adequate?
		Sub-total	10	2	0	0.00	
13.0 COMMUNICATIONS AND RESPONSE TIMES							
13.1	<p>The Tenderer shall provide a statement that confirms his understanding and acknowledgement of each of the following:</p> <p>23.13.1 The preferred method of communication between the Authority and the Contractor will be email correspondence with the Contractor's Site Representative and PM.</p>	<p>Has the Tenderer provided a statement acknowledging this clause?</p> <p>Yes or No in score column.</p>					
13.2	<p>23.13.2 The number of days within which the Contractor will respond to Authority requests and for routine emails to reach the Authority shall be; acknowledgement within 1 working day, with a detailed response within 5 working days or a reasonable explanation as to why this cannot be achieved along with a revised timescale.</p>	<p>Has the Tenderer provided a statement acknowledging this clause?</p> <p>Yes or No in score column.</p>					
		Sub-total	0	0		0	

14.0 MOBILISATION							
14.1	23.14 Mobilisation. The Tenderer shall submit an outline plan for mobilisation to the location of the site if not already established there. This plan is to include details of the following: 23.14.1 Facilities to be sited. 23.14.2 Approximate real-estate required. 23.14.3 Any Authority assistance required. 23.14.4 An estimate of time in days for this activity to be shown on the programme.	10 marks - Already on site/Valid facilities and real estate requirements/No Authority assistance required/7 days or less. 8 marks - Realistic mobilisation plan which is agreeable to the Authority with minimum impact to the Authority. 6 marks - Valid facilities and real estate requirements/Minor Authority assistance required/8 to 14 days. 4 marks - Questionable facilities and real estate requirements/Significant Authority assistance required/15 to 30 days. 1 mark - Totally impractical and inappropriate facilities and real estate requirements/Totally dependent on Authority assistance/Over 30 days.	10	2		0.00	What has the tenderer detailed, is it realistic and relevant and can any Authority assistance required be provided?
		Sub-total	10	2	0	0.00	