



Invitation to tender;

‘Design and delivery of island re-profiling works at
Bodenham Lake Nature Reserve’

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PART I – TENDERING PROCESS

i. Background information

a. About HWT

HWT is one of the 47 County Wildlife Trusts, it has over 5000 members and 55 nature reserves across the county, many of which are of national importance. HWTs main purpose is to make Herefordshire a place that is rich in wildlife for all to enjoy.

HWT took over management of Bodenham Lake in March 2016 in partnership with New Leaf. HWT is the partner responsible for management of the site. For more information about HWT please visit <http://www.herefordshirewt.org/>

b. Bodenham Lake re-profile project

Bodenham Lake was formed by gravel extraction and as a result is steep sided and extremely deep (up to 8m). In 2018 Herefordshire Wildlife Trust (HWT) shallowed over 1 hectare of Bodenham Lake, to make warm shallow waters in which aquatic plants, such as common reed thrive. This contract is for the second phase of the project, to improve the diversity of the islands of Bodenham Lake to benefit wildlife.

The contract will be part funded by the European Regional Development Fund as part of the Delivering Nutrient Management Project. As such, the procurement and execution of this contract will follow ERDF regulations.

The remaining part of the contract is funded by the Environment Agency, Hamamalis Trust, Herefordshire Ornithological Club and HWT's Re-wilding Bodenham Lake appeal.

The key work streams are;

1. Design;
2. Tree works;
3. Re-profile;
4. Gravel spreading;

HWT is commissioning work through this tender to support these work streams.

c. Project timescales

Invitation to tender sent out	24 th April 2019
Deadline to submit questions in writing to HWT	8 th May 2019
Pre-tender meeting	14 th May 2019
Pre-tender meeting	16 th May 2019
Distribution of answer to tenders questions	20 th May 2019
Closing date for tender responses	29 th May 2019
Final shortlisting by	31 st May 2019
Standstill letters sent by	31 st May 2019
End of standstill period and award of contract	11 th June 2019
Contract start date / inception meeting	12 th June 2019
Contract end date	31 st March 2020



SEE BUSINESS CASE - SEPARATE DOCUMENT

ii. Instructions and information for tenderers

1. General

- a.** Tenders must be submitted in accordance with these instructions and any further instructions contained in other documentation issued by HWT.
- b.** It would be helpful if tenderers who do not wish to submit a tender should state their reasons for not tendering, although there is no obligation to do so.
- c.** Tenders may be rejected if any of the requested information is not supplied with the tender or if the submission fails to comply with the format and presentation guidance.
- d.** Tenderers should note that during this tender process they must not contact any of HWT respective Board Members, Senior Managers, employees or advisers or any third parties connected to HWT or any advisers to this procurement, outside of the process outlined within this section and elsewhere within this document.
- e.** A tenderer shall not have a conflict of interest. All tenderers found to have a conflict of interest shall be disqualified. A tenderer may be considered to have a conflict of interest with one or more parties in this Tendering process, if:
 - they have controlling partners in common; or
 - they receive or have received any direct or indirect subsidy from any of them; or
 - they have the same legal representative for purposes of this Tender; or
 - they have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the tender of another tenderer, or influence the decisions of HWT regarding this tendering process; or
 - a tenderer, its affiliates or parent organisation has participated in the feasibility or design stages of a project, that tenderer, its affiliates or parent organisation shall not be eligible to participate in a tender for contracts involving the supply of goods, works or services, including architectural or engineering services, for the project, unless it can be demonstrated that such participation would not constitute a conflict of interest. Such determination must be made prior to the submission of a tender or
 - a tenderer or any of its affiliates has been hired, or is proposed to be hired, by HWT for the supervision of the contract.



2. Preparation of Tender Document

Where applicable, the tenderer is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the Tender and entering into a contract for the provision of the Requirements. The costs of visiting the site shall be at the tenderer's own expense.

The tenderer's designated representative is invited to attend a pre-tender meeting on the 14th of 16th of May 2019. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

The meeting will include a trip to the three work areas which are on the islands of Bodenham Lake. Tenderers must be dressed appropriately, given the habitat on the islands has not been managed since the 1980's.

If necessary, HWT reserves the right to limit the number of staff visiting the islands to one individual per organisation due to limited space on the boat.

These two dates will be the only opportunity for HWT to attend site meetings with tenderers. Tenderers can attend the site at their own discretion however, there will be no access to the islands or a boat.

The tenderer is requested, as far as possible, to submit any questions in writing, to reach HWT not later than one week before the meeting, **7th May 2019**.

Minutes of the pre-Tender meeting, including the text of the questions raised without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all tenderers who have acquired the Tender Document. Any modification to the Tender Document that may become necessary as a result of the pre-Tender meeting shall be made by HWT exclusively through the issue of an Addendum and not through the minutes of the pre-Tender meeting.

Any addendum issued shall be part of the Tender Document and shall be communicated in writing to all who have obtained the Tender Document from HWT.

To give prospective tenderers reasonable time in which to take an addendum into account in preparing their Tenders, the HWT may, at its discretion, extend the deadline for the submission of Tenders.

At any time, HWT may decide to cancel the tendering procedure with justification. If the tender is cancelled this will be notified to every tenderer. Information about the time schedule for re-tendering will be included in the notice.



3. Contents of Tender Documents

All responses to this Invitation to Tender must be in English.

The tenderer shall bear all costs associated with the preparation and submission of its Tender, and HWT shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process

HWT reserves the right, at its discretion, to request clarification in writing, or further relevant information, from any Tenderer post submission of the tender response by such Tenderer.

I. Documents Comprising the Tender

The Tender shall comprise the following:

- i. Letter of Tender
- ii. Details of proposed subcontractors
- iii. Selection criteria form and associated appendices
- iv. Award criteria form and associated appendices

II. Alternative Tenders

Alternative Tenders shall not be permitted

Alternative times for completion are not permitted.

III. Tender Prices and Discounts

The prices quoted by the Tenderer shall be fixed during the performance of the Contract.

IV. List of proposed subcontractors

Where the Tenderer proposes to use a named subcontractor (s) for the execution of any part of the Works, the Tenderer shall provide the following information for each proposed subcontractor:

- name, head office address; place of incorporation / registration; year of incorporation / registration and contact details;
- brief description and the estimated value of the part of the Works, which is intended to be subcontracted;
- description of the capability and resources of the named subcontractor (s) to perform the proposed part of the Works including:
 - experience and past performance on the execution of similar works;
 - capabilities with respect to personnel, equipment, and construction;
 - and
 - financial position
- appropriate justification of the need for the use of the proposed subcontractor for the execution of the Works



V. Documents Establishing the Qualifications of the Tenderer

If a Tenderer wishes to claim the experience and capability of its parent company for the purposes of meeting the minimum qualification requirements, the Tenderer shall submit with its tender an irrevocable guarantee from its parent company. The format of the parent company guarantee shall be approved by HWT prior to tender submission and shall specify, as minimum:

- the names of the parties to the parent company guarantee including the name of the Employer, the Tenderer and its guarantor;
- the name of the Contract relating to which the guarantee is provided;
- the cumulative limit of liability of the Guarantor under the guarantee which shall not be less than the limit of liability of the Tenderer under the Contract
- Failure to furnish suitable parent company guarantee may result in the rejection of the tender.

VI. Period of Validity of Tenders

Tenders shall remain valid for 90 days after the 29th May 2019, the Tender submission deadline. A Tender valid for a shorter period shall be rejected by HWT as non-responsive.

VII. Tender Security

A tender security is not required.

VIII. Format and Signing of Tender

In addition to the original Tender documents, the tenderer shall submit 4 copies of the Tender (clearly marked "ORIGINAL COPY") and an electronic proposal on a memory stick. In the event of any discrepancy between the original and the copies, the original shall prevail.

The original and all copies of the Tender shall be typed and shall be signed by a person duly authorised to sign on behalf of the tenderer. This authorisation shall consist of a written confirmation and shall be attached to the Tender.

IX. Deadline for Submission of Tenders

For the attention of;

Sophie Cowling, Herefordshire Wildlife Trust,
Queenswood Country Park,
Dinmore Hill,
Herefordshire,
HR6 0PY

The deadline for Tender submission is: Date: 29.5.19 Time: 5pm



Letter of Tender

The Tenderer must prepare the Letter of Tender on stationery with its letterhead clearly showing the Tenderer's complete name and address.

Date: _____

To:

We, the undersigned, declare that:

- I. We have examined and have no reservations to the Tender Documents
- II. We offer to execute in conformity with the Tender Documents the following Works:
_____;
- III. The total price of our Tender is: _____;
- IV. Our Tender shall be valid for a period of _____ days from the date fixed for the Tender submission deadline in accordance with the Tender Documents, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- V. We acknowledge that the Appendix forms part of this Letter of Tender.
- VI. We, including any subcontractors or suppliers for any part of the contract, do not have any conflict of interest;
- VII. We are not a government owned entity
- VIII. We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed;
- IX. We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive; and
- X. If awarded the contract, the person named below shall act as Contractor's Representative:

Name:

In the capacity of:

Signed:

Duly authorised to sign the Tender for and on behalf of:

Date:



4. Submission and Opening of Tender

Tenders will be received up to 5pm on the 29th of April. It is the Tenderers' responsibility to ensure that their tender is received on time. HWT may not consider any tender received after that time unless there is sufficient evidence to pre-suppose its due delivery.

Tenderers submitting Tenders by mail or by hand shall enclose the original, copies of the Tender and an electronic proposal on a memory stick in separate sealed envelopes. The envelopes shall be duly marked as "ORIGINAL," "ORIGINAL COPY," and "MEMORY STCIK". These envelopes shall then be enclosed in one single package.

The inner and outer envelopes shall:

- (a) bear a warning not to open before the time and date for Tender opening
- (b) be addressed to Sophie Cowling, Herefordshire Wildlife Trust
- (c) bear the specific identification of this Tendering process.

HWT does not acknowledge receipt of tender documents and accepts no responsibility for loss or non-receipt of applications.

A tenderer may withdraw, substitute, or modify its Tender after it has been submitted by sending a written notice, duly signed by an authorised representative, and shall include a copy of the authorisation. The corresponding substitution or modification of the Tender must accompany the respective written notice. All notices must be:

- (a) received by HWT prior to the deadline prescribed for submission of Tenders.
- (b) the respective envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification;" and

Only Tenders that are opened and read out at Tender opening shall be considered further.

HWT shall open all other envelopes one at a time and read out: the name of the tenderer, the Tender Price(s), and any other details as HWT may consider appropriate. No Tender shall be rejected at Tender opening except for late Tenders.

HWT shall prepare a record of the Tender opening that shall include, as a minimum:

- (a) the name of the tenderer and whether there is a withdrawal, substitution, or modification;
- (b) the Tender Price, per lot if applicable

The Tenderer must not inform anyone else of their tendered price. The only exception is where the Tenderer is required to obtain an insurance quotation to calculate the tender price; then the Tenderer may give details of their bid to the insurance company or brokers, if requested.



5. Examination of Tenders

SEE SELECTION AND AWARD CRITERIA SEPARATE DOCUMENT

If a tender does not fulfil the minimum requirements outlined in the selection criteria it will be rejected.

HWT shall examine the technical aspects of the Tender, to confirm it is a substantially responsive Tender - one that meets the requirements of the Tender Document without material deviation, reservation, or omission.

- (a) "Deviation" is a departure from the requirements specified in the Tender Document;
- (b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
- (c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.

If a Tender is not substantially responsive to the requirements of the Tender Document, it shall be rejected by HWT.

Provided that a Tender is substantially responsive, HWT may waive any quantifiable nonconformity in the Tender that do not constitute a material deviation, reservation or omission.

Information relating to the evaluation of Tenders shall not be disclosed to tenderers or any other persons not officially concerned with such process until information on Contract award is communicated to all tenderers.

HWT may be obliged to disclose information provided by Tenderers in response to this Invitation to Tender under the Freedom of Information Act 2000, all subordinate legislation made under this and the Environmental Information Regulations 2004 ("the Freedom of Information Legislation").

Tenderers should be aware that the information they provide could be disclosed in response to a request under the Freedom of Information Legislation. HWT will proceed on the basis of disclosure unless an appropriate exemption applies. Tenderers should be aware that despite the availability of some exemptions, information may still be disclosed if the public interest in its disclosure outweighs the public interest in maintaining the exemption. Please note that Responses to this Tender cannot be covered by a general statement regarding confidentiality; instead any specific areas of confidential information should be highlighted as such. HWT accepts no liability (including for negligence) for loss as a result of any information disclosed in response to a request under the Freedom of Information legislation. Tenderers should highlight



information in their responses that they consider to be commercially sensitive or confidential in nature, and should state the precise reasons for this, including any exemptions which may apply. HWT will use reasonable endeavours to consult with Tenderers over the release of information that is highlighted by them as commercially sensitive or confidential. However, any decision on disclosure of information relating to this Tender will be at HWT sole discretion.

Any attempt by a tenderer to influence improperly HWT in the evaluation of the Tenders or Contract award decisions may result in the rejection of its Tender.

From the time of Tender opening to the time of Contract award, if any tenderer wishes to contact HWT on any matter related to the tendering process, it should do so in writing.

Except where HWT considers that questions are not material to the procurement process and the fullest understanding of its objectives, such questions and their subsequent replies will be disseminated to all Tenderers. Tenderers should note in relation to all responses to questions in connection with this Invitation to Tender that HWT makes no guarantee that such information in response to questions will be made available and are not warranting its accuracy.



6. Tender Evaluation and Comparison

HWT will evaluate all Tenders on the basis of the “Most Economically Advantageous Tender”. The overall evaluation process will be conducted in a fair and equitable manner, so that HWT is able to consider the value for money of each proposal.

If in the opinion of HWT the Tender, is seriously unbalanced or front loaded or substantially below the HWTs threshold for an abnormally low tender (£100,000) HWT may require the tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the methods and schedule proposed.

The capabilities of the subcontractors proposed for major items of the requirements will also be evaluated for acceptability in accordance with the criteria and methodologies defined in the Award and Selection Criteria. Their participation should be confirmed with a letter of intent between the parties, as needed.

HWT expressly reserves the right not to award any contract as a result of this procurement process and it shall not be liable for any costs incurred by Tenderers.



7. Award of Contract

HWT shall award the Contract to the tenderer whose offer has been determined to be the most economically advantageous, provided that the tenderer is determined to be qualified to perform the Contract satisfactorily.

Standstill letters' informing the tenderers of the contract award decision will be sent to all participants stating that the contract will be awarded on expiry of the standstill period (not less than 10 calendar days)

After publication of the award, unsuccessful tenderers may request in writing to HWT for a debriefing seeking explanations on the grounds on which their Tenders were not selected. HWT shall promptly respond in writing to any unsuccessful tenderer who, after Publication of contract award, requests a debriefing.

Promptly after the standstill period, HWT shall send the successful tenderer the Contract Agreement. Until a formal contract is prepared and executed, the notification of award shall constitute a binding Contract.

Within twenty-eight (28) days of receipt of the Contract Agreement, the successful tenderer shall sign, date, and return it to the Employer.

Failure of the successful tenderer to sign the Contract shall constitute sufficient grounds for the annulment of the award. In that event HWT may award the Contract to the next lowest evaluated tenderer whose offer is substantially responsive and is determined by HWT to be qualified to perform the Contract satisfactorily.

Changes (or contract modifications) for additional works or services can only be awarded 'directly' (i.e. without prior advertising) if the cumulative conditions set out in Article 31(4)(a) of Directive 2004/18/EC are met. Changes that constitute modifications to the essential conditions of the contract, must be considered equivalent to the conclusion of a new contract, requiring, in principle, a new tender.



PART II – Requirements

a. Scope of Works

It is anticipated this project will have a number of steps, described in further detail below

- i. Design works; Design the reprofile of 3 islands of Bodenham Lake to maximise their ecological value for ground nesting birds and support the establishment of scrub and reedbed.
- ii. Tree works; Remove trees from the works areas to allow earth works to take place.
- iii. Re-profile works; implement earthworks to create ground and water conditions suitable for ground nesting birds, the establishment of scrub and reedbed.
- iv. Gravel spreading; Spread gravel on 3 newly created islands to create habitat suitable for ground nesting birds.

b. Budget

The value of this activity as outlined in 'The business case' is budgeted at £156,944 inclusive of VAT.

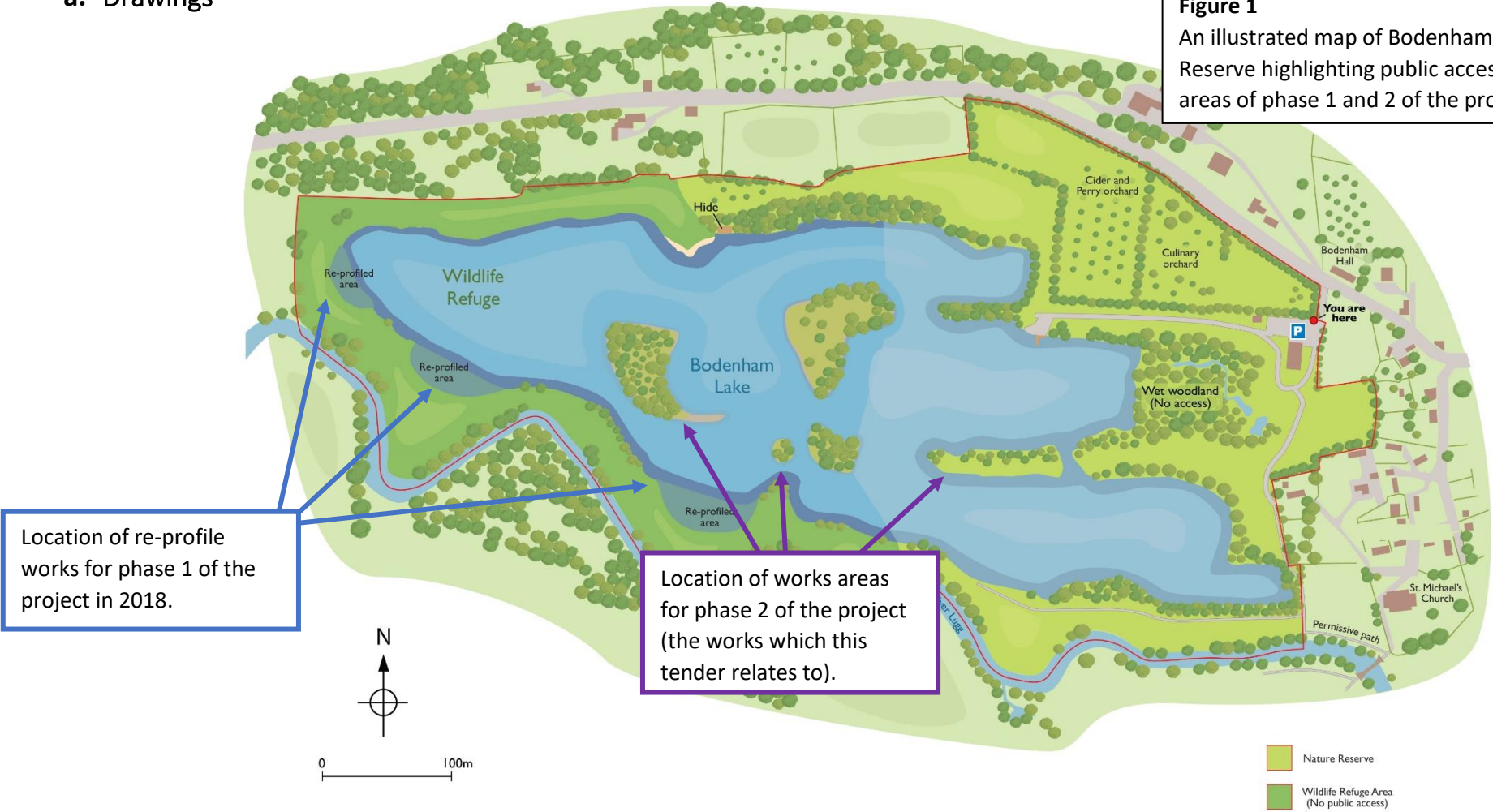
c. Specification

SEE SPECIFICATION- SEPARATE DOCUMENT



a. Drawings

Figure 1
An illustrated map of Bodenham Lake Nature Reserve highlighting public access and works areas of phase 1 and 2 of the project.



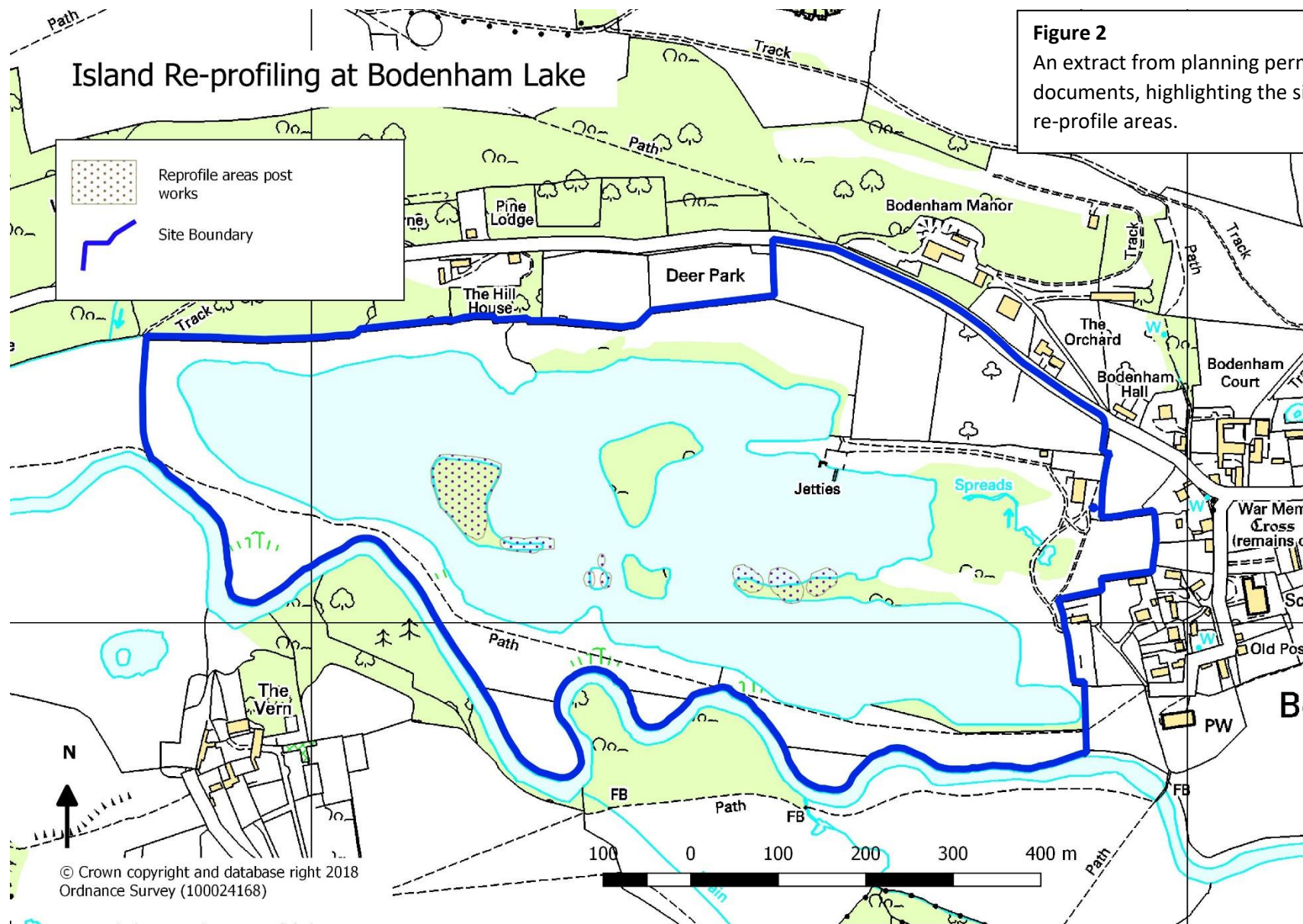




Figure 3
Satellite imagery of Bodenham Lake Nature Reserve showing the island structure after re-profile works.

Bodenham Lake Re-profile Areas
Re-profiling Stage 2

© Crown copyright and database right 2019 Ordnance Survey (100024168)

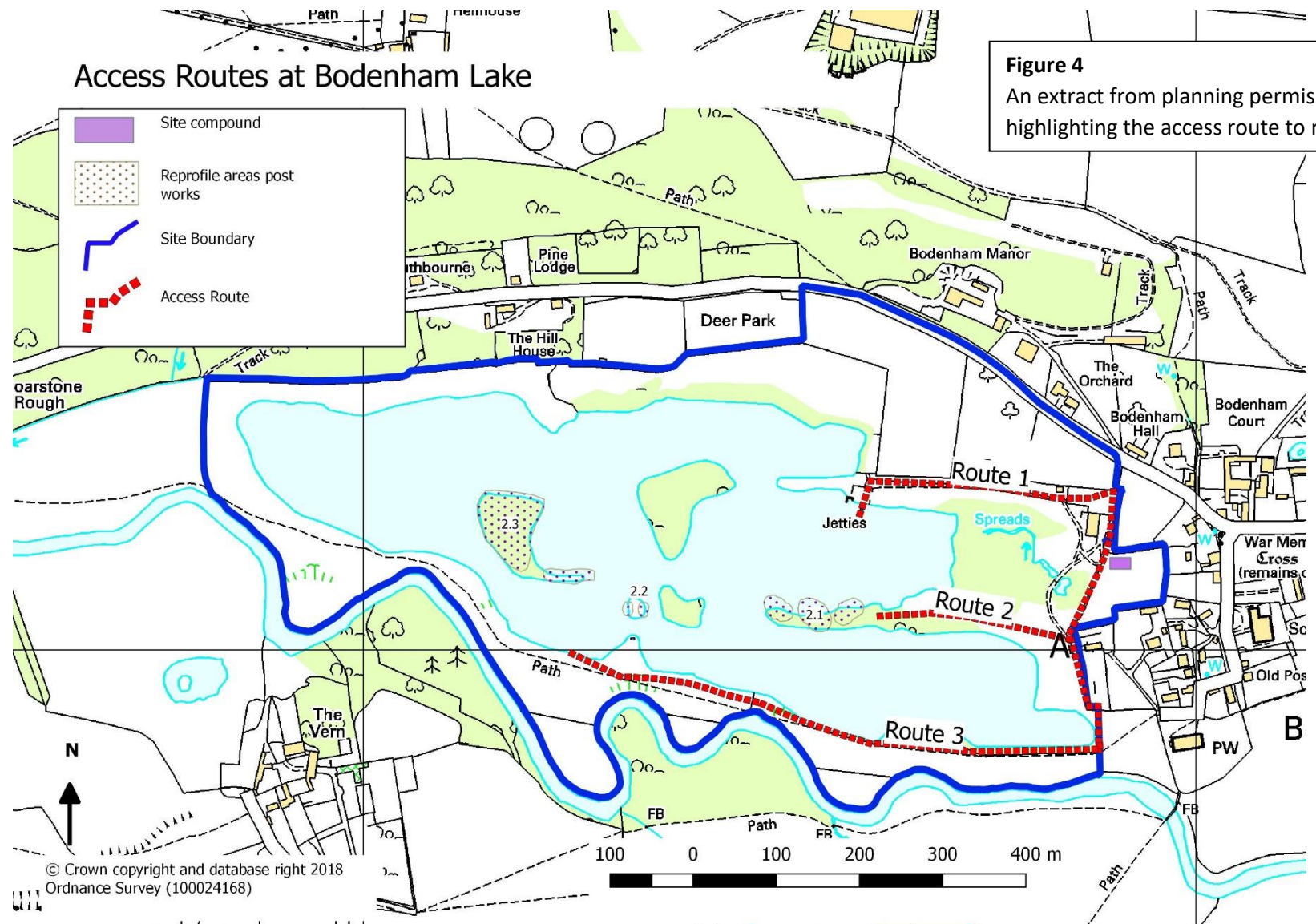


Figure 4
 An extract from planning permission documents,
 highlighting the access route to re-profile areas.

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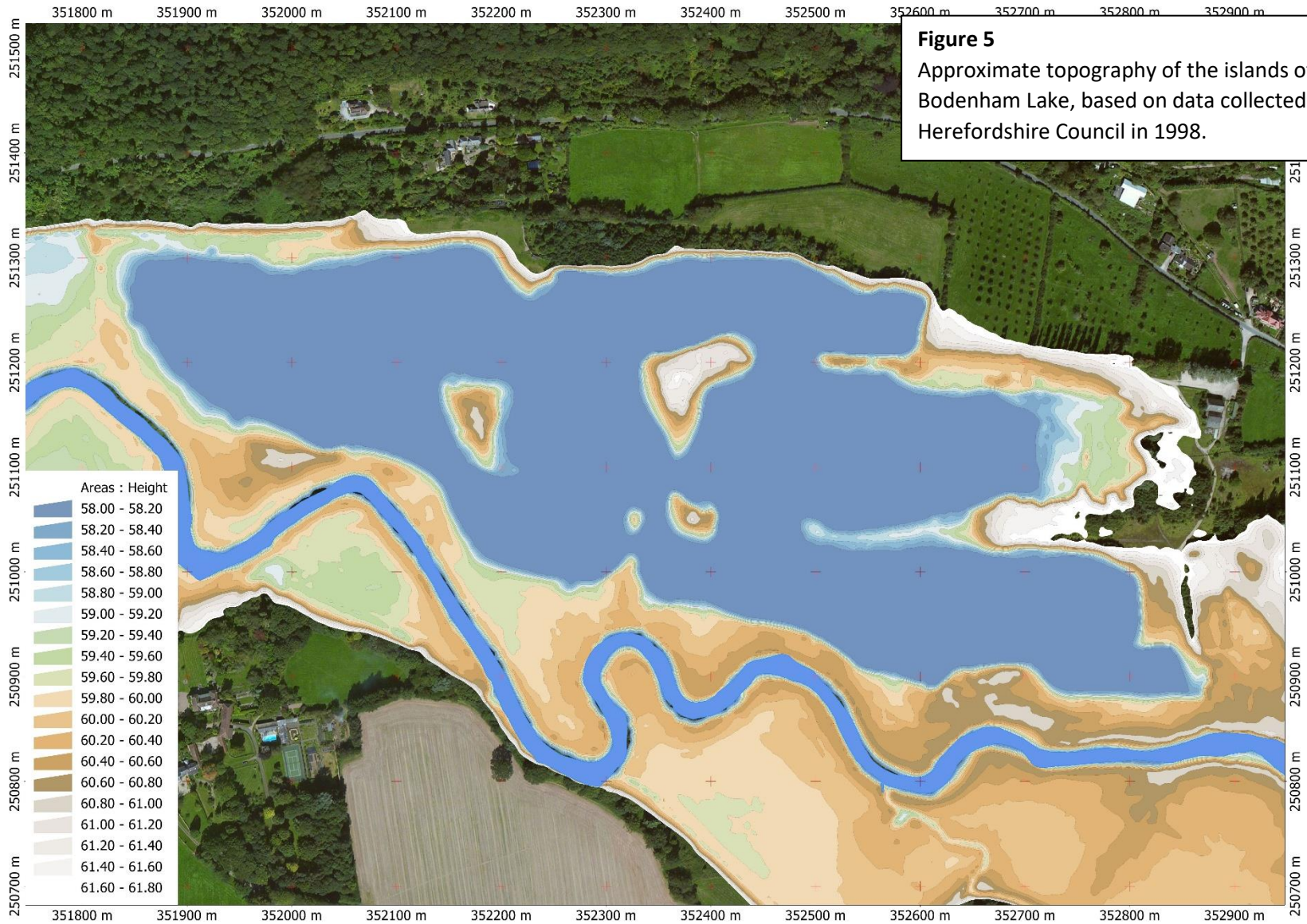


Figure 5
 Approximate topography of the islands of
 Bodenham Lake, based on data collected by
 Herefordshire Council in 1998.

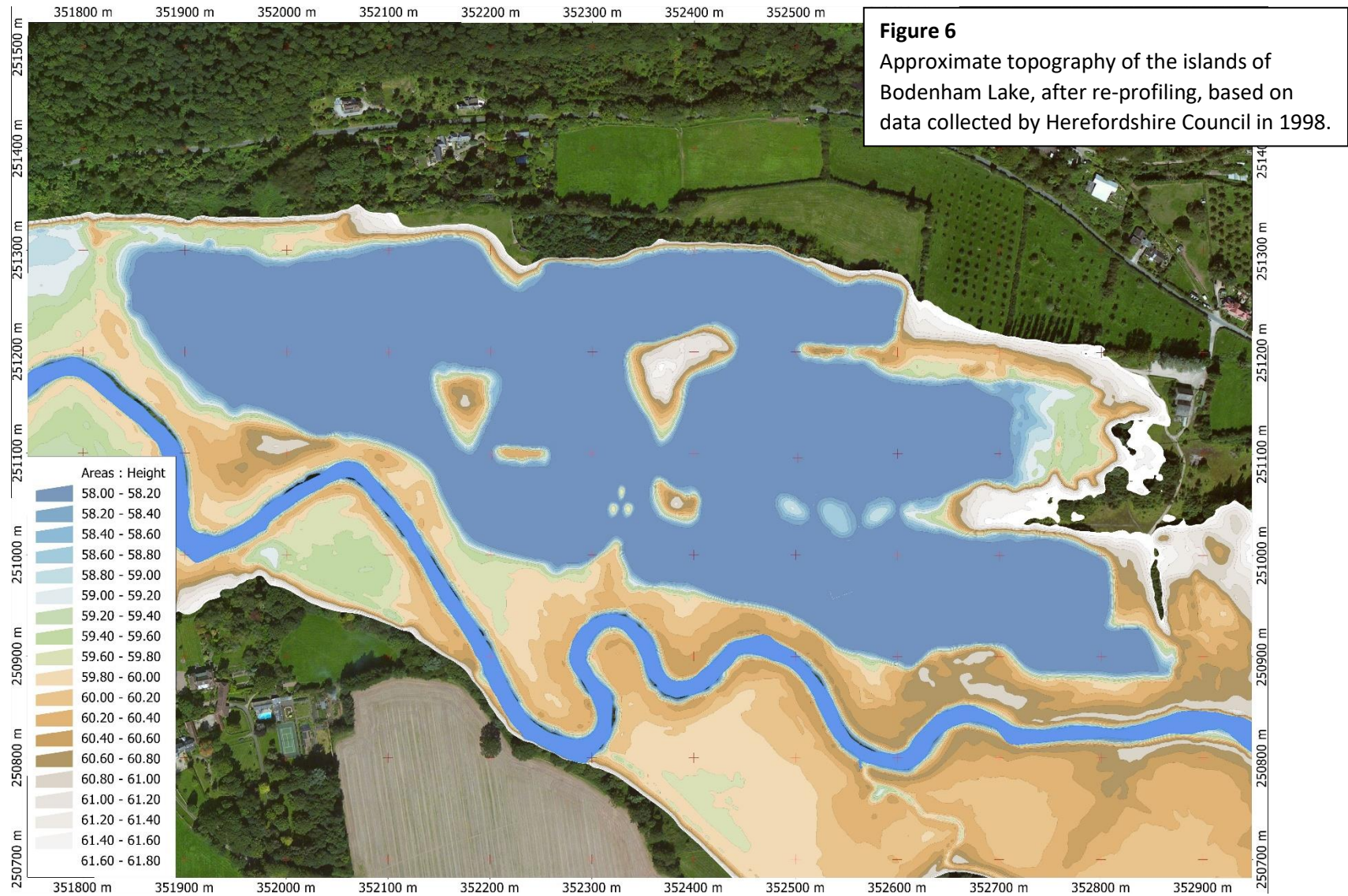
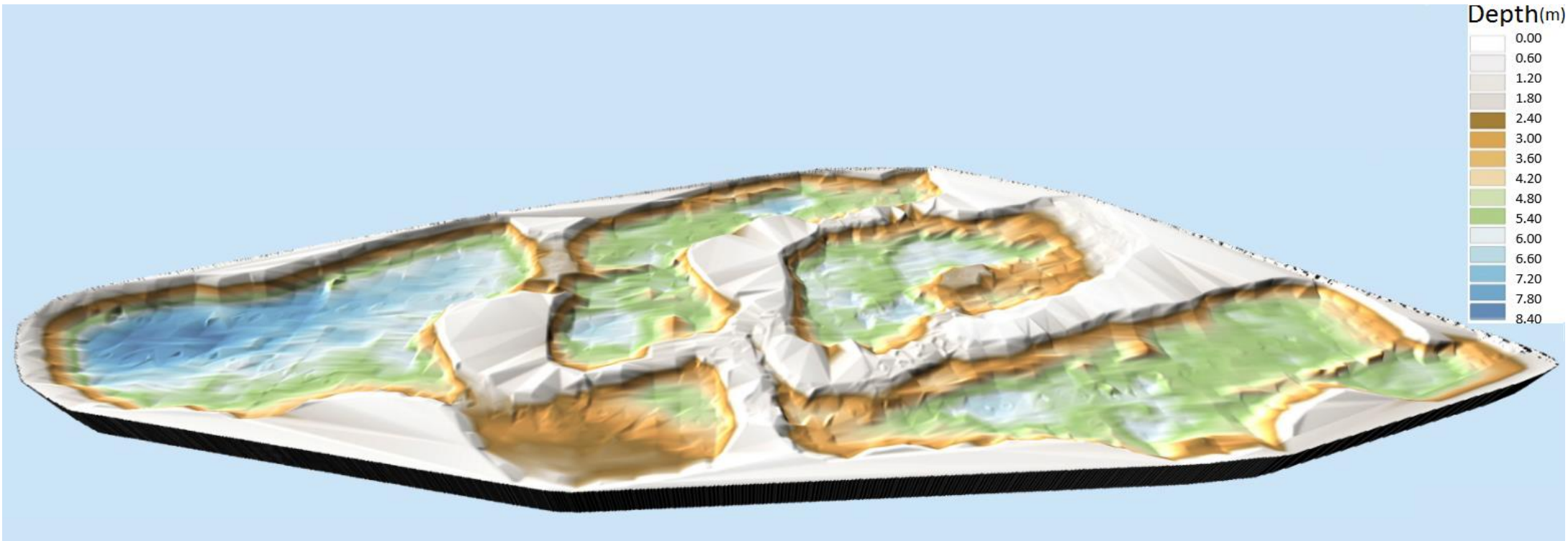


Figure 7
Approximate topography of Bodenham Lake,
based on data collected by Herefordshire
Council in 1998.





RISK REGISTER - SEE SEPARATE DOCUMENT

Annexed documents;

ANNEX 1; DNMP Islands Business Case

ANNEX 2; DNMP Islands Selection and award criteria

ANNEX 3; DNMP Islands Specification

ANNEX 4; DNMP Islands Risk register and mitigation

ANNEX 5; DNMP Islands Contract

APPENDIX 1; Planning permission

APPENDIX 2; Bodenham Lake site based risk assessment

APPENDIX 3; Bodenham Lake Island Re-profiling Ecological Assessment

APPENDIX 4; Bodenham Lake Island Block Plans

APPENDIX 5; Bodenham Lake Bank Re-Profiling Method of Work and Environmental Risk Assessment

APPENDIX 6; Bodenham Lake hydrographical data

Document checklist

Document title	Document provided
Letter of Tender	✓
Details of proposed subcontractors	
Selection Criteria Form and associated appendices	
Award Criteria Form and associated appendices	