



# Harwich Maintenance Dredging Framework 2018 to 2021



Framework Contract Pack

HHA\_MD\_2017/3\_v3



# **Harwich Maintenance Dredging Framework 2018 – 2021 Framework Contract Document Pack**

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# Harwich Maintenance Dredging Framework 2018 - 2021

## Instructions for Framework Submission

### Part I – Instructions to Suppliers

#### 1. Completion and Submission of Framework Documentation

The documents must be completed as directed and returned in a sealed envelope, clearly marked Maintenance Dredging Framework Contractor Submission. No other marking or means of identification shall be on the outside of the parcel. Submissions must be received at the Authority's address at Harwich Haven Authority, Harbour House, The Quay, Harwich CO12 3HH by 14<sup>th</sup> July 2017 at 12 noon. The Authority may, in its absolute discretion extend this deadline and in such circumstances the Authority will notify all Suppliers of any change.

- i. Late submissions will not be considered. It is the Supplier's responsibility to ensure both copies of their submission are received by the Authority at the stated time and in accordance with these instructions.
- ii. All submissions must be in the English language.
- iii. Submissions must be fully compliant with the requirements detailed in the framework information, without qualifications.
- iv. Submissions may be rejected if the required information is not completed.
- v. The submission must consist of the following information, as set out on the Tender Compliance Certificate;
  - a. information set out in Clause 12(b) below;
  - b. Framework Contract Data – Part Two duly completed;
  - c. Tender Certificate.

Two identical copies of the submission including all documents must be supplied, one on paper and one electronic version on CD. Should any discrepancy exist between the two copies the hard copy version will take precedence. The Authority will not accept e-mailed tender submissions.

The Supplier is to complete all required insertions in the Contract Documents electronically (with respect to the CD submission) or in black ball point ink or typescript. Any corrections required must be initialled and signed.

Unless otherwise stated, all documents requiring a signature must be signed by a Director and/or the Secretary of the company, or such person being duly authorised for that purpose.

#### 2. Clarifications

Requests for clarifications of the framework documents must be received by the Authority no later than 30<sup>th</sup> June 2017. The Authority shall endeavour to answer all enquiries received in writing at least 10 working days before the return date. Suppliers must provide HHA with a telephone number and email address for a nominated individual to whom all communications regarding this tender process will be sent.

Suppliers are advised not to rely on communications with or from the Authority in respect of the tender process and related matters unless they are made in accordance with these instructions.

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Supplier's submission where necessary for the purposes of carrying out a fair evaluation. Suppliers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or render the submission non-compliant.

### **3. Costs and Expenses**

Suppliers will not be entitled to claim for any costs or expenses incurred in preparing their submission whether or not it is successful. The Authority shall not be liable for any bid costs, expenditure, work or effort incurred by a Supplier in proceeding with or participating in this tender including if the tender process is terminated or amended by the Authority.

### **4. Confidentiality**

Suppliers should treat the submission documents as private and confidential between the Supplier and the Authority. Suppliers should not disclose the fact that they have been invited to tender or release details of the tender document other than on an "In Confidence" basis to those who have a legitimate need to know or whom they need to consult for the purpose of preparing the tender.

Suppliers shall not at any time release information concerning the invitation to tender and/or the tender documents for publication in the press or on radio, television, screen or any other medium.

Suppliers should note that if appointed to the framework, the Authority shall retain the submission documents for the purpose of managing the framework. Documents submitted by Suppliers not appointed to the framework may be destroyed or returned to the Supplier. Suppliers should also note that in compliance with its transparency obligations, the Authority may publish details of the framework (including contract values and identities of Suppliers) on its website without consulting the provider of that information.

### **5. Official Amendments**

Should it be necessary for the Authority to amend the submission documentation in any way prior to receipt of submission, all Suppliers who have expressed their intent to submit a tender will be notified simultaneously via written correspondence and if considered appropriate and at the Authority's sole discretion the submission date may be extended.

### **6. Assumptions**

Suppliers must not make assumptions that the Authority has prior knowledge of their organisation or their service provision. Suppliers will only be evaluated on the information provided in their response.

### **7. Compliance**

Submissions must be submitted in accordance with these Instructions. Failure to comply may result in a submission being rejected by the Authority.

### **8. Conflicts of Interest**

Any attempts by Suppliers or their advisors to influence the contract award process in any way may result in the Supplier being disqualified. Specifically, Suppliers shall not directly or indirectly:

- Devise or amend the content of their tender submission in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance
- Enter into any agreement or arrangement with any other person as to the form or content of their tender submission or offer to pay any sum of money or other consideration to any person that has the effect of prohibiting or excluding that person from making a tender submission or changes the content of their tender submission
- Canvass the Authority or any employees or agents of the Authority in relation to this tender process
- Attempt to obtain information from an employee or agent of the Authority or their advisors concerning another Supplier.

Suppliers are responsible for ensuring no conflicts of interest exist between the Supplier and its advisors and the Authority and its advisors. Any Supplier who fails to comply with these requirements may be disqualified from the tender process.

## **9. Authority's rights**

The Authority reserves the right to:

- Waive or change the requirements in the tender documents from time to time
- Seek clarification or additional documents in respect of a Supplier's tender submission
- Disqualify any Supplier that does not submit a compliant tender submission in accordance with these instructions and other tender documents issued by the Authority
- Disqualify any Supplier that is guilty of serious misrepresentation in relation to its tender submission or any aspect of the tender process
- Choose not to award any framework or Lot as a result of the current tender process
- Make whatever changes it deems fit to the tender timetable, structure or content of the tender process, depending on the Authority's approval processes or for any other reason.

## **10. Warnings and disclaimers**

While the information in these instructions and all other tender documents issued by the Authority is believed to be correct at the time of issue, the Authority will not accept any liability for its accuracy, adequacy or completeness nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from the tender documents issued by the Authority and in respect of any other written or oral communication to any Supplier. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Supplier proposes to enter into a framework agreement with the Authority it must rely on its own enquiries and on the terms and conditions set out in the contract as set out in the 'Framework Form of Agreement' (when concluded) subject to the limitations and exclusions set out in it. Neither these instructions or any other tender documents issued by the Authority should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement.

## **Part II – Framework Submission**

### **11. Framework award**

The Authority shall award framework agreements to successful Suppliers on the basis of their tender submissions made in accordance with these instructions and other tender documents issued by the Authority and through application of the published evaluation criteria as set out in the OJEU notice and at paragraph 12(b) below.

Until all necessary approvals are obtained and the standstill period completed, no framework agreements will be entered into. Once the Authority has reached a decision regarding the award of framework agreements, it will notify all Suppliers of that decision and provide for a standstill period in accordance with the Utilities Contracts Regulations 2016 before entering into any framework agreements.

### **12. Framework submission**

- (a) Suppliers wishing to be appointed to the framework must confirm that none of the mandatory exclusion criteria apply whereby they are excluded from participation in this tender process. Given the Authority's status under the Utilities Contracts Regulations 2016, the relevant mandatory exclusion criteria are those set out here and noted as mandatory:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf) Should any of the relevant criteria apply, the Supplier shall notify the Authority immediately and shall take no further part in this tender process. This requirement applies to all members of any proposed joint venture or consortium bid.

- (b) Eligible Suppliers wishing to be included on the framework shall submit a document in a format of their own choosing, outlining how they will provide the service. Such a document must be provided for each member of any proposed joint venture or consortium arrangement where such information is relevant to that individual organisation's participation in the relevant joint venture or consortium and the provision of the services. The document must include details on each of the following points:

1. Economic and financial standing – annual report and accounts for past four years or other such information to demonstrate the Supplier's financial standing;
2. Details of vessels likely to be used to provide the Service, including relevant Lots;
3. Staff resource and skills, including curriculum vitae of key staff, for each relevant Lot;
4. Office and administrative support;
5. Technical and operational support;
6. Yard and stores location as relates to the ease and speed of equipment and parts supply;
7. Health, safety and environmental policies and commitments – details of formal Quality and HSE systems and policies in place;
8. Similar experience on maintenance dredging in the United Kingdom and north western Europe or technically similar areas completed in the last five years. (The Authority may take up client references and accordingly Suppliers must provide relevant contact details).

- (c) Suppliers should familiarise themselves with the Service Information for each Lot and ensure that the information provided demonstrates their abilities to provide the service in an effective and efficient manner.
- (d) Suppliers may be appointed to the framework for any number of Lots and must ensure the Contract Data returned with their submission specifies those Lots to which their submission relates.
- (e) The Authority may require the Supplier to identify a guarantor of its obligations under any Works Package. This guarantor should be the ultimate parent company of the Supplier except in exceptional circumstances. In the case of a joint venture or a consortium, the Authority will require confirmation that the consortium will provide either a parent company guarantee from the lead consortium member or an equivalent level of security.
- (f) Evaluation: Suppliers' tender submissions, in accordance with the criteria set out at [1-8] of paragraph 12(b) above, shall be evaluated by the Authority in accordance with the table below. Any submission scoring FAIL on any of the criteria will be rejected.

| <b>Qualitative assessment scoring</b> | <b>Qualitative Criteria</b>  |
|---------------------------------------|--|
| <b>FAIL</b>                           | Information requested is not provided or is of limited detail. Submission fails to address the criteria required/ fails to demonstrate how the Supplier will be able to provide the service. |
| <b>PASS</b>                           | The information is sufficiently detailed to demonstrate a good understanding and provides details on how the service will be provided. All the criteria are adequately addressed.            |

## TENDER COMPLIANCE CHECKLIST

Suppliers must ensure the items below are returned. Failure to include any of the documents by the deadline may render the tender submission non-compliant and therefore may result in the Supplier being excluded from the tender process.

| <b>Number</b> | <b>Item</b>  | <b>Form of response</b> |
|---------------|--|-------------------------|
| 1             | Document on provision of service, as set out in Instructions for Framework Submission Clause 12b | At Supplier's choice    |
| 2             | Framework Contract Data Part Two   | Template attached       |
| 3             | Tender Certificate – Signed  | Template attached       |

## TENDER CERTIFICATE

**To:** Harwich Haven Authority

**Date:** *[Supplier to insert date of submission]*

**Provision of:** Harwich Maintenance Dredging Framework 2018 to 2021

**Reference no:** OJEU Contract Notice: 2017/S 094-184890

**For and on behalf of:** *[Supplier to insert name of company/partners of JV or consortium]*

We [INSERT NAME[S]] the undersigned, having examined the tender documents issued by the Authority, do hereby offer to provide maintenance dredging services as specified in those documents and in accordance with the attached documentation to the Authority (subject to and including the procedure for the placing of individual works packages under the framework agreement) commencing 1<sup>st</sup> January 2018 and continuing for the period specified in the framework agreement.

If this offer is accepted, we will execute such documents in the form of the framework agreement within ten business days of being called on to do so.

We agree that before executing the framework agreement substantially in the form set out in the Form of Agreement, the formal acceptance of this tender submission in writing by the Authority, together with the contract documents comprising the framework agreement attached hereto shall comprise a binding contract between the Authority and *[Insert name of Supplier]*.

We further agree with the Authority in legally binding terms to comply with the provisions of confidentiality set out in paragraph 4 of the 'Instructions for Framework Submission – Instructions to Suppliers'.

We further undertake and it shall be a condition of any framework agreement, that we have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the framework agreement and that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this tender certificate and confirm that I have complied with all the requirements of the Authority's tender documents.

Signature:

Name & status:

For and on behalf of *[Supplier to insert name of Supplier]*:

**FORM OF AGREEMENT**

**Harwich Maintenance Dredging Framework 2018 to 2021**

THIS AGREEMENT is made the .....  
2017

BETWEEN:

(1) Harwich Haven Authority (“the *Employer*”) whose registered office is at Harbour House,  
The Quay, Harwich, Essex, United Kingdom CO12 3HH; and

(2) ..... (“the *Supplier*”) whose registered office is at

.....  
.....

**BACKGROUND**

- A) The *Employer* wishes to procure maintenance dredging in the Harwich Haven as set out in the Service Information.
- B) The *Employer* and *Supplier* wish to enter into a relationship whereby the Employer may, as required, engage the Supplier to provide Work Packages within the Scope of the Lot or Lots for which the *Supplier* has been awarded this Framework Agreement.
- C) The *Employer* has established this Framework Agreement as referred to in the OJEU Notice Ref: 2017/S 094-184890
- D) The *Supplier* has been appointed to this Framework Agreement for Lot(s) ..... only.

IT IS AGREED that

- 1. The *Employer* and *Supplier* enter into this Agreement on the terms set out in the NEC3 Framework Contract (April 2013) together with the Amendments and Additions to the Conditions of the Framework Contract, the Contract Data and the Schedules referred to in the Contract Data.
- 2. If a Work Package is awarded to the *Supplier*, the *Supplier* shall provide the goods and services and the *Employer* shall pay to the *Supplier* the amount due, in accordance with the executed Package Order (including the terms and conditions incorporated therein).
- 3. No variation to this Agreement, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer’s* rights to issue instructions in accordance with the Framework Contract.

4. The use of the term “*Employer*” in this Agreement or in any Package Order does not imply the conclusion of a contract of service with the *Supplier* or any of the *Supplier’s* staff.

AS WITNESS this agreement has been executed the day and year first above written.

Signed for and on behalf of Harwich Haven Authority by:

Signature .....

Print name .....

Position .....

Signed for and on behalf of ..... by:

Signature of Director .....

Print name of Director .....

Date.....

## CONTRACT DATA

### Part One – Data Provided by the *Employer*

#### The Data which will apply to all work under the Framework Contract is

The conditions of this contract are the clauses of the NEC3 Framework Contract April 2013 and all schedules attached as amended by the amendments and additional conditions set out below.

- The *Employer* is

|         |   |
|---------|---|
| Name    | <b>Harwich Haven Authority</b>  |
| Address | <b>Harbour House<br/>The Quay<br/>Harwich<br/>Essex<br/>CO12 3HH<br/>United Kingdom</b> |

- The Framework Information is in **Contract Schedule 1 Framework Information, the Framework Agreement and the Schedules attached.**
- The *scope* is **the supply of maintenance dredging services, as detailed in Schedule 2 for the Lots specified in Part Two of the Contract Data.**
- The *quotation* procedure is in **Schedule 3.**
- The *selection* procedure is in **Schedule 4.**
- The *end date* is **31<sup>st</sup> December 2021.**

#### The Data which will apply to all Package Orders is

- in the document entitled **Contract Data – All Work Package Orders**

#### The Data which will apply to Lot 1 Work Package Orders is

- in the document entitled **Contract Data – Lot 1 Work Package Orders**

### Amendments to the Conditions of Contract

#### 11 Identified and defined terms

Sub-clause 11.2 (5) is deleted.

#### 13 Communications

The following sentence is added to sub-clause 13.2;

This address may be either a postal address or an e-mail address.

#### 21 Time Charge Order

Clause 21 is deleted.

#### 30 Completion

The existing clause 30.1 is deleted and replaced with the following;

- 30.1 After the *end date*,
- the *Employer* may not issue a Package Order,
  - the *Supplier* completes Work Packages ordered before the *end date*.

## **90 Termination**

Clause 90.2 is deleted and replaced with the following;

- 90.2 After a Party has notified termination,
- the *Employer* may not issue a Package Order and
  - the *Supplier* completes Work Packages ordered before the notification.

## **Additional Conditions of Contract**

### **ZF1 Performance Assessment**

ZF1.1 The *Employer* shall assess the performance of the *Supplier* against the Performance Indicators listed in Schedule 1 Framework Information. Where the performance of any vessel falls below the trigger levels indicated, the *Employer* will inform the *Supplier*. The *Supplier* will provide information relating to the under-performance and will propose immediate measures to improve the performance.

ZF1.2 If there is no improvement in the performance of the vessel, the *Employer* may designate the vessel as unsuitable and the vessel will not be approved for use on future work packages. The *Employer* will inform the *Supplier* if any vessel has been designated as unsuitable and the *Supplier* will be free to make representations to the *Employer* regarding this decision.

ZF1.3 The *Employer* will keep the Performance Indicators and the trigger levels under review throughout the contract. If the *Supplier* considers them to be inappropriate, the *Employer* will consider any proposal for change, subject to the need to be able to exclude underperforming dredging plant.

### **ZF2 Precedence**

ZF2.1 Where this Framework Contract or any Schedule attached thereto conflicts with any provision in any Work Package or Package Order the terms of this Framework Contract shall prevail.

ZF2.2 The *Employer* acting reasonably shall resolve any ambiguity or inconsistency arising between this Framework Contract and a Work Package or Package Order.

### **ZF3 Award of Work Packages**

ZF3.1 This Framework Contract enables the *Employer* to award Work Packages by the issuing of Package Orders.

ZF3.2 When a Work Package is awarded, the *Supplier* shall enter into a contract with the *Employer* for that Work Package only.

ZF3.3 Any services or works undertaken prior to the signing of an appropriate contract mentioned in ZF3.2 are done so at the *Supplier's* risk and the *Employer* makes no guarantee of payment for these services or works.

#### **ZF4 No Guarantee of Work**

ZF4.1 This Framework Contract does not constitute a commitment to award any level of business and shall not be an exclusive arrangement between the *Employer* and the *Supplier*.

#### **ZF5 Health and safety**

ZF5.1 The *Supplier's* health and safety policy shall take account of and be compatible with the *Employer's* document 'Instructions for Contractors'. The *Supplier* may be required to submit its health and safety policy and procedures to the *Employer*. The *Supplier* shall comply at all times with its health and safety policy and procedures and shall ensure that its subcontractors comply at all times with the subcontractor's health and safety policy and procedures.

ZF5.2 The *Supplier* and the *Employer* shall use their best endeavours to ensure that health and safety matters are considered of the highest priority and are managed in a proactive way. The *Supplier* shall treat legal standards for health and safety as a minimum to be exceeded at all times.

ZF5.3 All health and safety incidents that are connected with any Work Package shall be immediately reported to the *Employer*. All incidents shall be promptly investigated and the result of the investigation recorded in writing and sent promptly to the *Employer*.

ZF5.4 The *Employer* may carry out its own investigation into any health and safety incidents and where it chooses to do so the *Supplier* shall promptly offer all reasonable assistance to the *Employer's* investigating officer at the *Supplier's* own cost.

#### **ZF6 Publicity, Media and Official Enquiries**

ZF6.1 The *Supplier* shall not make any press announcement or publicise the Framework Agreement or any part thereof in any way, except with the prior written consent of the *Employer*.

ZF6.2 The *Supplier* has the right to use the Service Information or any other material relating to the agreement only for the purposes of providing the service and may make this right available to sub-contractors.

ZF6.3 The *Supplier* shall use its best endeavours to ensure that its staff, professional advisors, consultants and sub-contractors comply with this clause.

**Part Two – Data Provided by the *Supplier***

**The Data which will apply to all work under the Framework Contract is**

- The *Supplier* is

Name .....

Address .....

.....

.....

.....

.....

- The Lots, as detailed in Schedule 2, included in this Contract are

.....

**The Data which will apply to all Package Orders is**

- in the document entitled **Contract Data – All Work Package Orders**

## **Schedule 1 - Framework Information**

### **General**

1. The framework will be managed by the Harwich Haven Authority (HHA) Harbour Engineer (the Service Manager). Responsibilities of the Service Manager shall include;
  - Establishing financial reporting procedures
  - Establishing appropriate payment authorisation procedures
  - Establishing performance quality tracking procedures
  - Preparation of briefs for individual work packages
  - Inviting quotations for individual work packages
  - Specifying appropriate clauses to be added to the Contract Data for Package Orders
  - Selecting the Supplier to carry out individual work packages
  - Giving feedback to all Suppliers on their quotations for individual work packages, whether successful or not
  - Financial monitoring of work carried out under the framework including preparing projections of expenditure
  - Quality monitoring of work carried out under the framework
  - Coordinating the activities of the Supplier(s) appointed to carry out work under the framework.
  
2. A central element of the management of the framework will be the quality monitoring of work carried out. Feedback from this monitoring process will enable both good management of individual Work Packages and improved management across other Work Packages being carried out under the framework. The Employer may also use the monitoring in his assessment of the performance of the Supplier for the purposes of awarding further Work Packages among alternative suppliers selected to carry out work in the Framework Contract.

### **Supplier's Responsibilities**

3. Each Supplier appointed to the framework shall designate a member of their staff to act as their Framework Manager. The responsibilities of the Framework Manager shall include;
  - Overseeing the preparation and submission of quotations for individual work packages;
  - Agreement with the Employer and the appointment of supervisors and subcontractors for individual work packages;
  - Ensuring that all individual work packages awarded are completed on time and to the standards required;
  - Arrange and comply with reporting arrangements and comply with formal lines of communication with the Employer;
  - Ensuring that the data from vessels is recorded and submitted to the Employer as required;
  - Attending an annual meeting with the Employer to discuss performance on the Framework and any individual work packages over the previous year.

## Performance Indicators

4. The Employer and Supplier shall record the following performance indicators, based upon the data submitted by the Supplier. This list of performance indicators and trigger levels may be developed through the lifetime of the Framework Contract using experience of the service delivery during Work Package Orders.

| <b>Performance indicator</b>            | <b>Measure</b>  | <b>Trigger level (Initial level at which Employer will require improvement)</b> |
|---|---|---|
| <b>Lot 1 – Harbour Works</b>            |   |   |
| 1                                       | Percentage of loads of hopper density less than 1.2T/m <sup>3</sup>         | 5%  |
| 2                                       | Percentage of loads of hopper density less than 1.25T/m <sup>3</sup>        | 20%   |
| 3                                       | % of dredge time with draghead outside specified area or depth              | 5%  |
| 4                                       | % of cycle time recorded as traffic delay                                   | 3%  |
| 5                                       | % of dredge time when vessels stopped due to weather                        | 5%  |
| <b>Lot 2 – Sediment Placement Works</b> |   |   |
| 6                                       | % of disposal operation with vessel outside specified disposal area / track | 5%  |

## Schedule 2 - Scope of Works

### 1. Work Package Orders

1.1 Work Package Orders will be divided into four lots, as set out below.

|       |  |
|-------|--|
| Lot 1 | <p><u>Harbour Works</u></p> <p>i - the dredging of sediment in Harwich harbour and disposal at the Inner Gabbard disposal site using trailer hopper suction dredger(s).</p> <p>ii – the dredging of sediment from;</p> <ul style="list-style-type: none"><li>• berths at the Port of Felixstowe, Harwich Navyard and Harwich International Port;</li><li>• the approach channel and berths at Mistley Quay;</li><li>• other areas as may be specified by the Employer;</li></ul> <p>using a plough vessel or similar appropriate agitation dredging techniques.</p> <p>Expected value approximately £5m per annum, on two or more Work Package Orders.</p> |
| Lot 2 | <p><u>Sediment Placement Works</u></p> <p>The dredging of sediment in Harwich harbour using trailer hopper suction dredger and disposal at the Copperas, Erwarton, Orwell East and Orwell West disposal sites.</p> <p>Expected value approximately £250,000 per annum, on one or more Work Package Orders.</p>   |
| Lot 3 | <p><u>Minor Works</u></p> <p>The dredging of sediment in draft and size restricted areas using water injection dredging or similar appropriate agitation dredging techniques.</p> <p>Expected value approximately £50,000 per annum, on one or more Work Package Orders.</p>   |

1.2 The Service Information for each lot is set out in the individual Service Information documents

1.3 The lot covered by each Work Package Order will be set out in the Contract Data for that order.

### **Schedule 3 – Quotation Procedure**

1. At any time during the duration of the Framework Agreement, the Employer may issue a request to Suppliers on the framework to submit quotations to provide the service for one or more lots.
2. These quotations shall constitute a firm tender for completing the work package and be submitted to the Employer strictly in accordance with the timetable required.
3. The Employer will issue to all Suppliers listed on the framework for the provision of Services for the lot under consideration;
  - a Work Package Request Form,
  - Contract Data Parts One and Two,
  - Price List,
  - Supplier's Offer.
4. The Supplier shall within two days of receiving the request, confirm receipt by giving written notice to the Employer.
5. Within the timescales set out in the request form, the Supplier shall complete and issue a proposal to the Employer using the quotation information provided by the Employer. The proposal shall consist of
  - Completed Contract Data Part Two
  - A completed Price List
  - A plan for providing the Service in accordance with the requirements of the Contract and the Service Information
  - The completed Supplier's offer form.
6. The proposal completed and issued by the Supplier shall be treated as an offer capable of acceptance by the Employer. The proposal shall remain valid for acceptance by the Employer for at least 45 days (or such longer period as may be specified in the Work Package Request Form) from the date it is submitted to the Employer.
7. The Supplier shall not include any amendments to any of the terms and conditions of the Framework Agreement or the proposed Package Order (whether in any Proposal or otherwise) at any time.
8. A Work Package Request Form and anything prepared or discussed by the Employer constitutes an invitation to treat and does not constitute an offer capable of acceptance by the Supplier. The Employer is not obliged to consider or accept any Proposal submitted by the Supplier.
9. The Supplier is responsible for all costs, charges and expenses arising from or associated with the procurement process in this quotation procedure whether or not the Supplier is awarded a Package Order.

## **Schedule 4 – Selection Procedure**

### **Work Package Orders**

#### **General**

1. The procedures described below will be used to select the Supplier for each individual work package.
2. The Employer will invite quotations for Work Packages as required. The procedure for the invitation and submission of quotations is as set out in the Quotation Procedure.
3. Suppliers performance on individual Work Packages will be assessed using the indicators described in the Framework Information. In the event of any Supplier achieving low scores on any or all indicators, the Employer shall consider declaring particular vessels as unacceptable for use on the Framework Contract (see Framework Contract Clause ZF1) or the termination of the Framework Contract (See Framework Contract Clause 90).

#### **Stage One - Plan Assessment**

4. The plan submitted by the Supplier will be checked for compliance with requirements of the Service Information. Non-compliant submissions will be rejected at this point. Compliant submissions will progress to stage two of the procedure.

#### **Stage Two - Cost Assessment**

5. The total cost of providing the Service for the service period will be estimated as follows;

##### Lot One – Harbour Works

in accordance with Work Package Contract Schedule A – Payment Mechanism, using the rates and prices in the Price List and the number and duration of operations set out in the Supplier's plan. The cost of the trailer hopper suction dredger will be calculated twice;

- i) using the cubic metre rate and total quantity of material predicted during the service period, based on an assumed settlement of 8,500m<sup>3</sup> per day between January and June (inclusive) and 6,000m<sup>3</sup> per day between July and December (inclusive),
- ii) using the cubic metre rate and 125% of the quantity of material as set out in (i) above.

The total cost will be calculated using the average of these two figures.

##### Lot Two – Sediment Placement Works

in accordance with Work Package Contract Schedule A – Payment Mechanism, using the rates and prices in the Price List and the number and duration of operations set out in the Supplier's plan. The cost of the trailer hopper suction dredger will be calculated using the cubic metre rate and quantity submitted in the Price List whilst working and using the standby hourly rate whilst not working, based upon 12 hours working and 12 hours standby per 24 hour day.

##### Lot Three – Minor Works

in accordance with Work Package Contract Schedule A – Payment Mechanism, using the rates and prices in the Price List. The cost of the agitation dredger will be calculated using the cubic metre rate and quantity submitted in the Price List whilst working and using the

standby hourly rate whilst not working, based upon 12 hours working and 12 hours standby per 24hour day.

6. The Supplier with the lowest estimated total cost for each individual Lot will be appointed as Contractor for the service period for the Lot.