



Mining
Remediation
Authority

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Invitation to Tender

Nant y Mwyn 25-26

Scour Protection Works

Contract Ref: CA18/2/1/127

Closing Date: Friday 5th December

Closing Time: 17:00

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1.0 Background – who we are and what we do

The Mining Remediation Authority is the trading name of the Coal Authority and came into effect on 28 November 2024. The Coal Authority was established in 1994 and currently is still the legal entity. (Throughout this document the Mining Remediation Authority will be described as the Authority, as defined within Appendix E – the Glossary)

The statutory duties of the organisation include having primary responsibilities for managing the coal assets and legacy as defined in the Coal Industry Act 1994 including public safety and subsidence and informing safe development and growth across Great Britain.

Our range of critical work includes:

- Supporting local communities and public safety by responding to up to 1000 mining hazards, mine gas incidents and subsidence claims each year including 24/7 reports to our hazard line 0800 288 4242 and our tip helpline 0800 021 9230.
- Undertaking hundreds of tip inspections (896 in 2023/24) of our own tips, those of partners and as part of the Welsh Government tips taskforce.
- Treating billions of litres of mine water each year to protect drinking water, rivers and the sea pollution and monitoring mine water, designing and building more treatment schemes each year to create more capacity (currently 231 billion litres / year) and responding to mine water incidents.
- Supporting growth and development through our permitting and licensing functions and as a statutory planning consultee and ensuring confidence to the conveyancing industry through our mining report service and the provision of data to other report providers. In 2023/24 we delivered more than 9000 planning consultation responses, more than 1600 permits and licenses and more than 120,000 mining reports.
- Maximising opportunities from our mining heritage including the tremendous opportunity of mine water heat. Read more about the Gateshead mine water heat scheme <https://www.gov.uk/government/collections/mine-water-heat>
- Working closely with the UK Government, Welsh Government and Scottish Government and partners across the three nations we serve to deliver and support their key priorities.

We also undertake wider work on metal mine pollution prevention and tip safety and the increasing focus on environmental remediation, such as mine water treatment to prevent pollution and seeking low carbon opportunities such as mine water heat from the nationalised assets.

We employ over 450, based mainly at the head office in Mansfield with some field staff remotely based in order to enable a fast response to incidents in the coal mining areas. We are funded by grant in aid from the Department of Energy Security and Net Zero (DESNZ).

By virtue of the Coal Industry Act 1994, we have to have a regard for the need to secure the safety of members of the public throughout the coalfield regions of Great Britain.

Our Mission Is to make a better future for people and the environment in mining areas

Our Values:

Trusted	we act with integrity, we're open and transparent, we deliver on our commitments
Inclusive	we promote a culture of mutual respect, we recognise that our differences make us stronger, we work with others to achieve our vision
Progressive	we're open-minded and innovative, we recognise that the past can help us shape the future, we listen and learn

We expect our supply chain to align both with our mission and values.

2.0 Overview of the requirements

The Authority invites you to tender for a contract for the provision of installing a mixture of scour protection interventions including rock filled rolls and bags, geotextile matting and wooden stakes at a number of discrete areas along the bank to stabilise the spoil and prevent ongoing erosion by the Nant y Bai. The Nant y Mwyn metal (lead and zinc) mine is located close to the village Rhandirmwyn in the County of Carmarthenshire; approximately 10 km to the north of Llandovery. Works are due to start around 19th January 2026 and last for a duration of 4-6 weeks.

The works required is detailed within the Scope and Suppliers are advised **to read and consider all aspects of the tender documents before preparing your tender submission.**

The aim of the documents is to outline the minimum technical and performance levels required by The Authority should your organisation be awarded a contract.

3.0 Introduction

The instruction and guidance provided in this document are designed to ensure that all Suppliers are given equal and fair consideration; to help Suppliers in deciding whether to submit a tender in this Procurement. **It is therefore important that you provide all the information asked for and in the format and order specified. Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or rejection of any submission.**

This document describes how the Procurement will be conducted including details of the associated procurement timetable, participation and award criteria and how to respond to this opportunity.

This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.

Suppliers shall be deemed to have examined fully, at the time of tendering the tender documents and it is the responsibility of Suppliers to ensure that submissions are accurate and as they intend. The Authority will not ensure that tenders are complete or correct, or allow omitted material to be submitted after the tender deadline should any errors occur or deadlines not be met.

Suppliers shall bring any ambiguities and inconsistencies to our attention during the period allowed for tendering, otherwise it shall be accepted that all items in the tender documents have been understood and accepted for the purpose of submitting tenders.

No unauthorised alteration, addition or removal shall be made to the tender documents. If any such alteration, addition or removal is made, or if these instructions are not fully complied with the tender may be rejected.

It is intended that the procurement process will take place in accordance with the provisions of this Invitation to Tender. The Authority reserves the right to terminate, suspend, amend or vary this procurement process by notice to all potential suppliers in writing.

The Terms and Conditions for this Procurement are contained in Appendix A.

Common terms and expressions shall have the meanings ascribed to them in the glossary in Appendix E.

Modifying the Procurement

All information is given by the Authority as a guide and in good faith at the tender stage. However this information may change due to reasons beyond the control of the Authority or as part of the defined procedure and no claim for additional costs shall be made.

Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.

The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.

Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

The Authority reserves the right at any time:

- a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A

- b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected
- c. to alter the Procurement Timetable for this Procurement
- d. to rewind and re-run any part of the Procurement on the same or alternative basis

4.0 How to respond to this Procurement

These paragraphs provides information on what is required to be able to submit a tender.

As part of the Procurement Act 2023 there is a requirement for Suppliers to provide supplier information on the Central Digital Platform. This supplier information will be required for a Supplier to submit a compliant tender as part of the process for this opportunity.

Suppliers should ensure they allow sufficient time to prepare their tenders allowing plenty of time for submission prior to the closing date and time.

Central Supplier Registration on the Central Digital Platform

Suppliers are required to register via the Central Digital Platform where all UK contracting authorities publish information relating to procurement opportunities. The link to access the Central digital platform is <https://www.gov.uk/find-tender> this is free to use for everyone and you are not required to pay to view opportunities in the public sector.

The platform will;

- Feature a simple registration and identification for both suppliers and buyers.
- Store suppliers' core business details that can be used for multiple bids.
- Enable easy management and updating of core information quickly, and can be shared easily between suppliers, e-Senders and buyers.

Suppliers/Suppliers will be required to submit their core business information which can then be shared across multiple bids and customers. The supplier includes business information and records of accreditations and financial information.

To complete registration, you will need:

- **Basic Information:** Name, address, Companies House number (or equivalent, e.g. Charity number), VAT Number (if applicable), relevant qualifications or trade assurances and whether the organisation is a SME, VCSE or public mutual.
- **Financial information:** Copies of your accounts from the most recent financial years
- **Connected Persons:** Names, addresses and details on any connected persons to the business (e.g. persons with significant control). These are individuals or organisations who have influence or control over the supplier.
- **Exclusions:** Details of any discretionary or mandatory exclusions for the supplier or connected persons as set out in schedules 6 & 7 of the Procurement Act 2023

To participate in this tender Suppliers are required to download your supplier information and **attach the file** within the e-tender portal as part of your tender submission.

It is the Supplier responsibility to ensure that its information on the central digital platform is up to date, complete and accurate about their organisation and any Associated Suppliers which are relevant for this procurement. This will enable a timely submission and assessment of its submission. Where the Authority identifies that the details are not in this state it will provide an opportunity for the supplier to complete within 14 days to allow it to continue in the process.

Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up to date information via the Central Digital Platform.

E-Tendering Portal

The process will be managed through the Authority's e-Tendering portal, which provides a secure delivery mechanism and an auditable record of the process. There is no cost associated to using the e-Tendering portal and merely requires a short registration process.

Suppliers are required to register their company details, which will required the provision of some minimal company information and agreement to terms and conditions to access the system.

In order to register for this opportunity please log onto – <http://lnbye.coal.gov.uk/s2c/>. Once a Supplier is registered and you have been notified of your log in details, you will be able to log into the system and review the documentation for this project.

Tenders must be completed and submitted electronically through the e-Tendering portal by the due date and time.

Any **questions or clarifications** related to the tender opportunity should be addressed in writing and sent via the e-Tendering portal using the **messaging** facility within the system. This ensures that a complete audit trail of the process is achieved. Questions raised which result in additional information being provided will be shared with all Suppliers together with the Authority's response, but will not breach any areas of commercially sensitive information identified by the Supplier.

If you need assistance with the portal please contact Natalie Earnshaw Procurement Business Partner natalie.earnshaw@miningremediation.gov.uk who will assist you with using the system.

5.0 Tender Documents

This invitation to tender comprises of the following documentation which are included as part of this tender for completion or to assist you with your tender submission.

Document Name	Action	Format
Invitation to Tender (this document)	Read	MS Word Attachment
Contract Data / Price Schedule	Read/Complete/Return	Sourcing Event Questionnaire – within the Portal / Attachment
Technical (Quality)	Read/Complete/Return	Sourcing Event Questionnaire - within the Portal
Scope & Supporting Documents <i>Examples: Functional / non-functional / service management requirements, Information Security (Digital),</i>	Read	Attachments
Site Information & Supporting Documents	Read	Attachments

Confidentiality and Information Management

This process requires the sharing of information for all parties and so the Authority draws your attention to the following Conditions in respect of Information – Commercially Sensitive Information, Confidential Information, Intellectual Property, Freedom of Information and Data Protection in respect of confidentiality to the information provided as part of this procurement process and throughout the provision of Services/Works under the Contract to be awarded as a result of this tender procedure. Should the Authority deem it necessary the Supplier may be required to complete its Confidentiality Agreement and/or its Data Handling Policy.

Insurance

The Conditions of Contract require you to carry certain insurances and in this respect the successful supplier(s) will be required to provide documentary evidence prior to Contract Award and throughout the duration of the Contract. As part of the tender submission it will be required to make a declaration on its insurance intention or provisions.

6.0 Procurement Deadlines & Timetable

Deadlines

Completed tenders must be uploaded and published by **17:00 hours on Friday 05 December 2025** to be considered for assessment. The portal will automatically close at **16:00** hours any tender documents uploaded into the system after this time will be deemed late and will **not** be accepted.

Questions must be received no later than **15:00 on Monday 24 November 2025**. Questions received after this time will not be answered.

Responses to clarifications/questions will be provided by **17:00 on Friday 28 November 2025**.

Procurement Timetable

The timetable for the Procurement is set out in the following table (the Procurement Timetable). Failure to meet these deadlines **will** result in a Supplier's submission **not** being considered.

Phase	Process	Notice	Date / Deadline date
Pre-Tender	Preliminary Market Engagement	UK2	27 August 2025
Tender	Invitation to Tender published	UK 4	7 November 2025
	Supplier Request for Clarifications		24 November 2025
	Clarifications response to Suppliers		28 November 2025
	Tender closing date		5 December 2025
Assessment	Tender assessment		W/C 8 December 2025
Award	Tender Award notification & Standstill period	UK 6 / UK 7	W/C 5 January 2026
	Contract Commencement		W/C 19 January 2026

Any changes to the timetable for the procurement or delivery will be notified as appropriate throughout the procurement process.

Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

All references to dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable or submitted via any means other than the Portal.

7.0 Submission of a tender

This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority's sole discretion.

You should read the following part clearly, as it provides details on what is required to submit a compliant tender.

Your tender should remain valid for acceptance for a period of 4 calendar months from the closing date for the receipt of tenders and remain firm and fixed for this period or until any procurement challenge/s have been resolved.

Tenders received after the tender closing date will not be considered. Failure to comply with the provisions of these Instructions or to complete the tender document in full and without alteration may also result in the disqualification of your tender.

Your submitted tender rates and prices must be exclusive of Value Added Tax. Any V.A.T. properly chargeable by you on the goods and services supplied under the Contract will be payable by the Authority in accordance with the payment terms set out in the Conditions of Contract.

You are required to submit your lump sum fixed price/rates and prices within the commercial tab of the e-Tender system. A rate must be entered against each item. If you are not submitting a price for a particular item, for any reason, then a zero (0) must be entered.

You must submit a tender that complies in all respect with the scope for the works required.

Your tender must include the requested information contained within the Technical tab and/or the Form of Tender, necessary to describe your tender in full.

Your attention is drawn to the need to comply in all respects with all legal requirements relevant to the Works and/or Services undertaken and, in particular, with provisions concerning health and safety and environmental protection. Your attention is drawn to the provisions in the Contract in this regard and to the need to complete the Technical & professional ability tab provided.

The Supplier should take into consideration the application of best practice in respect of health and safety legislation.

When carrying out the Works under the Contract, the Contractor shall, in all circumstances, conduct itself with all due courtesy, efficiency and professionalism.

8.0 Procurement procedure and transparency obligations

The Authority as a Non Departmental Public Body is required to undertake this process in accordance with the Procurement Act 2023. This tender is being undertaken in compliance with this Act and will be an Open procedure.

9.0 Procurement Process

Clarifications

Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will communicate to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.

If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential, and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.

In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request, or raise a new request to be treated as a non-confidential request for clarification.

It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

10.0 Due Diligence

The following information will either be required at the time of the tender submission or as part of the due diligence confirmation process prior to award of the contract. Suppliers should be able to meet these requirements to be awarded the contract. These aspects are legislation requirements that are applicable to this contract.

Domestic Reverse Charge

Reverse Charge applies, effective from 1 March 2021

The services being supplied to the Authority will be subject to the Domestic Reverse Charge (DRC) as we are not the end user. Please issue sales invoices in line with the rules laid out in Section 55A VAT Act 1994:

- Sales invoice is to state DRC applies and the Authority is required to account for the output VAT to HMRC. Examples of appropriate wording may include:
 1. Reverse charge: VAT Act 1994 Section 55A applies
 2. Reverse charge: S55A VATA 94 applies
 3. Reverse charge: Customer to pay the VAT to HMRC
- State how much output VAT is due under DRC, or the rate of VAT if the VAT amount cannot be displayed. The VAT amount **SHOULD NOT** be included in the total value of the invoice.

Failure to comply with the above will result in the **invoice being returned** for correction which may delay payment.

Construction Industry Scheme – Tax Certificate

In order for the Authority to comply with its obligations under the Construction Industry Scheme and associated finance/taxation legislation to enable payment promptly information is requested as part of this procurement. Therefore you are required to complete the Technical and Professional ability tab in regard to this information or will be required to submit it prior to contract award.

11.0 Governance and Assurance

You should be aware of the following obligations on the Authority as a consequence of this procurement opportunity and on-going contract delivery.

Tender Declaration

In order to submit a compliant tender to be considered as part of this Procurement, the Supplier is required to complete Appendix x Form of tender and Appendix x Certificate of non-collusion and non-canvassing.

Freedom of Information Act 2000

On 1 January 2005 the provisions of the Freedom of Information Act 2000 came into force and has created a general right of access to information held by public authorities, which includes the Authority.

The Authority therefore, draws to your attention that it could receive requests for the release of information contained within documentation and correspondence relating to this procurement opportunity. The Authority will disclose information in accordance with the legislation. Should a request be received to which an exemption from disclosure may apply, the Authority will consult with you at the time.

The Authority will publish on its website details of the successful organisation(s), as well as information required by any transparency obligations or legislation.

Transparency

Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the

documentation/information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).

Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

In accordance with the [Government's Transparency Agenda](#) the following information will be published on-line and further information can be found below under Transparency guidance.

- Publication of all individual payment transactions, this includes payments for goods and services i.e. invoice information
- All tender documents for contracts over £30,000 inclusive of VAT
- Summary information of all contracts over £30,000 inclusive of VAT
- Contracts where the value is over £5m and the Procurement Act applies

Only limited exemption and redaction of information will be eligible which will need to satisfy Freedom of Information Act principles. Further details are contained in Appendix A Terms of Procurement and H which needs to be completed in respect of Confidential/Sensitive Information.

Please visit the Mining Remediation Authority's website (gov.uk/miningremediationauthority), data.gov.uk, www.gov.uk/contracts-finder to see examples of information being published and find out more.

Suppliers and those organisations looking to tender for public sector contracts should be aware that if they are awarded a new government contract, the resulting contract between the supplier and Government will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

The publication of information incorporates but is not limited to the following documentation/information. This will cover potential contract extensions and orders placed against a framework or dynamic market contract.

Contracts: contract, specification, terms and conditions, schedules and pricing

Tenders: invitation to tender, specification, terms and conditions, prequalification questionnaires and notices

Spending: summary of invoice information in relation to payments made and includes invoice values – submitted by suppliers

Fraud Reporting

In keeping with our Counter Fraud vision; “Working together to find and stop fraud”, we have a fraud reporting tool which can be accessed via our public facing website - [Fraud Reporting - Authority \(groundstability.com\)](https://groundstability.com). Should you be successful in contracting with the Authority, we encourage you to share this with your teams that are working on those contracts.

Debarment

Where a minister of the Crown has made determination that has resulted in a supplier’s name being placed on the debarment list, the supplier should declare this as part of their submission. The supplier is also required to check to ensure that their sub-contractors, associated person and connected persons are not on the debarment list. If any of these are on the debarment list for mandatory grounds, the supplier is considered to be an excluded supplier and may proceed no further.

If as part of the assessment process it is identified that a subcontractor, associated person are identified as being on the debarment list the supplier will be given an opportunity to replace the subcontractor within 30 days and no other revision of the submission will be accepted.

The Act sets out the definitions of an excluded supplier that encompass mandatory exclusion grounds and the circumstances given rise to the application of an exclusion ground. Please see Schedule 6 of the Procurement Act 2023 for a detailed list of mandatory exclusion grounds.

For a discretionary grounds set out in Schedule 7 of the Procurement Act 2023, the supplier is considered to be an excludable supplier and we may at our discretion exclude a supplier from the procurement. Suppliers shall be given the opportunity to provide further information as part of the self-cleansing procedure under Section 58 of Procurement Act 2023. Where the offence relates to a nominated associated person or subcontractor, the supplier must provide any additional requested information as part of this self-cleansing procedure. Failure to do so may result in a supplier being excluded from the tender.

The Authority will exclude a Supplier from this process if it establishes that the Supplier has any declarations that are defined in the mandatory exclusions and will consider if a supplier is excludable under any of the discretionary exclusion grounds.

12.0 Award Criteria

The award criteria for this Procurement are:

Technical and Professional Ability Criteria

The Technical and Professional Ability part of the submission will be against the following elements which are relevant and proportionate to the requirement.

Technical

The ability of the Supplier to carry out all the requirements of the Contract and the demonstration of a suitable experience/track record to deliver the requirements of the specification.

Programme and Resources

The Supplier's ability to demonstrate an achievable Timed Programme and that it has resources available to deliver the Contract to time and cost.

Health and Safety

The Supplier's compliance with relevant Health and Safety legislation, the ability to demonstrate such systems used, and the recording thereof, and their overall ability to comply with relevant legislation.

Commitment to Sustainable Procurement

We are committed to sustainable procurement in alignment with our organisational sustainability goals and government guidelines. All our suppliers must contribute to environmental, social, and economic sustainability through the delivery of this contract. We expect Suppliers to demonstrate clear commitments to sustainable practices, ensuring responsible sourcing, resource efficiency, and positive social impacts.

Reporting and Continuous Improvement

Successful suppliers will be expected to monitor, report, and continuously improve on their sustainable commitments throughout the contract. Regular updates on sustainability performance will be required to ensure compliance and ongoing alignment with our sustainability goals.

Commercial

Price/Commercial offer

The extent to which the Tender offers the Authority whole life value for money. That it is neither excessive nor so low that it may prevent or distort fair competition and the tender sum is sufficient to demonstrate the delivery of the specified requirement.

13.0 Assessment

The tender will be assessed on the basis of the most advantageous tender (MAT) and determined using the optimum combination of Award criteria based on the technical and commercial proposals submitted. For a compliant tender the Supplier must accept the Authority's terms and conditions and the Authority will reject any tender, which is not a compliant tender.

The assessment of the ITT responses will be carried out as per the table within this part. These elements will be assessed on a minimum 'meets requirements' basis.

The Authority reserves the right to exclude any tender that does not meet the minimum requirements for these elements.

A tender shall only be a compliant if the following documents have been completed and submitted:

- Supply of information on the Central Digital Platform
- Information required for the Conditions of Participation
- Technical and Professional ability questionnaire and responses - completed in the InBye e-Tendering portal
- Price/Commercial offer
- Form of Tenders

The Authority reserve the right to seek clarification from Suppliers in connection with their responses where information submitted appears to be incomplete or erroneous or where specific documents are missing and to request the Supplier to submit, supplement, clarify or complete the information or documentation provided in connection with the response to this invitation.

Compliant Tenders meeting requirements will be assessed on the basis of the most advantageous tender.

The assessment/ scoring to be applied to questions will be as follows:

Stage 1	Supplier Information - All Suppliers	
Supplier Information	Suppliers to submit and ensure information contained on the Central Digital Platform is complete and accurate. This should be downloaded and submitted as an attachment on the e-Tendering portal	
Stage 2	Weighting	All Suppliers
Technical & Professional Ability Assessment	70%	Tenders will be assessed to ascertain the Supplier's ability to meet the technical requirements and will be scored in line with the 'Marking Criteria' below and a score out of 100 can be achieved. Each question will be individually scored and weighted to enable the impact of the importance of each aspect to this Tender.
Stage 3		All Suppliers
Price/ Commercial offer	30%	The total costs for each Supplier will be calculated and a score out of 100 is awarded based on the percentage difference from the lowest tender received. Any tender where the submitted price is exceptionally low it may be disregarded. However, before disregarding we will notify the supplier that we intended to consider the price to be abnormally low and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract to the price offered. As per Section 19 (3) (c) for sub-clause 4 & 5 of the Procurement Act 2023.
Stage 4		
Due Diligence		During the assessment process Supplier's may be asked to attend a clarification interview on their written responses, depending on the responses received panel scores may stay the same or be adjusted up or down.
Stage 5		Preferred Supplier
Contract Award		A contract may be awarded to the Supplier who meets all specified requirements and with the highest overall score.

Tie Breaker approach

Where the after the completion of assessment the result is a tie, the ranking of the tender submissions will be allocated in order of the highest scores based on the highest individual question within the technical section and this approach will continue until there is an identification on a winning tender.

Quality – Technical and Professional Ability

The questions included within the Technical tab will be evaluated at 100% of the overall assessment criteria, at the weighting given to each question. An example of how this will be applied is summarised in the next table

Question number	Description	Weighting %
Q1	Experience and Resource	40%
Q2	Programming and Organisation	10%
Q3	Risk Assessment	10%
Q4	Method Statement	30%
Q5	Environmental Risk	10%

Scoring Criteria

Scoring questions are identified within the tender and the table below provides a summary of the scoring to be applied.

Score categories	Meaning	Scores
Adds value	Response demonstrates that as well as meeting requirements in all respects, the response is comprehensive and supported by relevant evidence, which is innovative and exceeds expectations, including a full description of techniques and measurements employed that benefit and adds value for the Authority.	5
Meets requirements	Good response provided which meets the requirement and demonstrates how they will be delivered in all aspects to an acceptable standard.	4

Score categories	Meaning	Scores
Minor reservations	Satisfactory response provided which demonstrates the Supplier has the ability to meet the requirement but there are some minor reservations that could have been expanded upon.	3
Significant reservations	Response demonstrates the Supplier has the ability to partially meet the requirement, but with deficiencies apparent and generating significant concerns about the approach or solution proposed. The response falls short of minimum expectations and indicates lack of understanding of the contract requirements.	2
Requirements not met	Response fails to evidence that the Supplier understands the requirement. There are major reservations in respect of the approach, and/or the capability of delivering the requirements this could include no response to the question and/or no supporting evidence	0

Each question will be individually assessed. The Authority reserves the right to deem any submission scoring a 0 for any scored question as non – compliant and as such may be excluded from consideration.

It is essential that questions are answered fully, failure to do this may prevent the Authority's assessment from being properly completed, and hence may lead to being unsuccessful or exclusion from this tender.

Moderation Process

In order to make a final selection of tenders, the Evaluation Team Moderation Meeting will consider the assessment of all Evaluators. During the meeting(s) a consensus score will be agreed by the Evaluation Team. The output and meetings will be documented with a narrative to support the score allocated.

Following the moderation meeting(s) a recommendation will be made on the basis of the consensus score outcome agreed by the Evaluation Team. This will form the basis of the Evaluation Report which will document the evaluation process, findings and the final recommendation to the appropriate decision making board.

14.0 Assessment and feedback

The tender submissions will be assessed in accordance with award criteria and details set out in this document.

An assessment summary will be provided to Suppliers providing feedback information on the outcome of the tender, scoring and confirmation of the successful Supplier.

15.0 Acceptance procedure

A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.

The Authority does not bind itself to accept the Supplier's tender and will not be responsible for, nor pay for, any expenses or losses which may be incurred by you in the preparation of your tender. No guarantee can be given as to the value of Work or Services which may be placed against any Contract resulting from your tender.

No tender shall be deemed to have been accepted unless such acceptance has been notified in writing to the Supplier.

Whether or not your tender is accepted, you must treat the details of all tender documents as private and confidential. If you decide not to submit a tender, you must reply that you wish to reject the tender and provide a comment why.

If you require clarification please submit it using the e-Tendering portal e-Messaging facility.

16.0 Contract award

Suppliers will be notified of the outcome of their tender submission through an assessment summary report, which will confirm whether the outcome has been successful or unsuccessful by the date stated in the table programme for delivery.

Appendix A: Procurement Terms and Conditions

Terms of Procurement

Procedural requirements

This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority's sole discretion.

Central Digital Platform

Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform.

Transparency

Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).

Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier's submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.

The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract [or lot] as a result of this Procurement. [Any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots].

Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.

The Authority reserves the right at any time:

- a. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A
- b. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected
- c. to alter the Procurement Timetable for this Procurement [including the right to award different lots at different times]
- d. to rewind and re-run any part of the Procurement on the same or alternative basis
- e. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

Confidentiality and publicity

Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.

Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Freedom of information and environmental information

The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.

In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:

- a. clearly identify which information is considered commercially sensitive and complete the table contained within Appendix H
- b. explain the potential implications of disclosure of such information
- c. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive

The Authority will endeavour to:

- a. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive
- b. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received

Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked 'commercially sensitive' will not be disclosed.

Requirements on sub-contractors and consortium

If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Parent company guarantee or other securities

The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement. [A draft guarantee is included in [Schedule X to the draft contract.]

Where the Supplier's parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier's own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.

Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier's exclusion from the Procurement.

Non-collusion, non-canvassing

Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.

Specifically, Suppliers must not directly or indirectly at any time:

- a. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
- b. enter into any agreement or arrangement with any other person as to the form or content of any other submission or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other submission
- c. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
- d. canvass any employees, members or agents of the Authority in relation to this Procurement
- e. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission
- f. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition

Suppliers are required to complete and return Appendix G (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of interest

Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest. [DN: The Authority should include information on their process for dealing with supplier conflicts of interest.]

In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:

- a. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
- b. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process

The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Anti-competitive behaviour

Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.

Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.

Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the

Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.

The Supplier's final tender submission must remain valid for acceptance for a period of [X days] from the date of its submission or until any procurement challenge/s have been resolved.

Supplier withdrawal

Suppliers may withdraw from the Procurement at any time before the [final tender] submission deadline by providing written notification to the Authority [via the Portal].

[[Note: Amend text as necessary to reflect the Procurement stage] In the event that a Supplier withdraws from the Procurement prior to the submission deadline for initial tenders, the Authority reserves the right (but shall not be obliged) to invite the next highest ranked Supplier that submitted a valid response to the invitation to participate but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit an initial tender.]

Supplier eligibility

Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.

The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the [ITP], including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.

The Authority must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:

- a. it understands and has complied with the conditions set out in this document
- b. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
- c. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)
- d. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority

Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

- a. the Authority may exclude the Supplier from participating in this Procurement
- b. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
- c. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
- d. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

Third parties

Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

The law of England is applicable to this Procurement.

Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Appendix E: Glossary

Defined term	Definition
Act	means the Procurement Act 2023.
Associated Suppliers	means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act).
Authority	means the Mining Remediation Authority trading as the Coal Authority
Central Digital Platform	means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692).
Contract	means the contract to be entered into by the Authority with the successful Supplier.
Key Performance Indicators or KPIs	means the key performance indicators (KPIs) set out in Appendix C.
Portal	means the e-Tendering (InBye) portal used by the Authority for the purposes of this Procurement.
Procurement	This Competitive Flexible Procedure procurement process.
Procurement Timetable	The timetable for this Procurement as set out in this document.
Tender Notice	means the tender notice with reference [insert reference] published on 7/11/2025 on the Central Digital Platform

Appendix F: Form of tender

Dear Sir or Madam

Form of tender

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the invitation to tender supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms of the draft Contract.

Included within this document are the following:

Checklist for Suppliers

List all documents to be submitted.

Document number	Document name	Included (Y/N)
	Appendix G: Certificate of non-collusion and non-canvassing	
	Appendix F: Form of tender	
	Appendix H: Commercially sensitive information	

Note: If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

[I/We confirm that we accept the terms of the draft Contract as issued with the Invitation to tender.

I/We understand that the Authority reserves the right to accept or refuse this tender in accordance with the Procurement Act 2023.

I/We confirm that all information supplied to the Authority and forming part of this tender is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

- are registered on the Central Digital Platform

- have ensured their information contained on the Central Digital Platform is true and accurate

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

I/We confirm that this tender will remain valid for [Note: Insert time period the final tender should remain valid for] from the date of this form of tender or until any procurement challenge/s have been resolved.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the invitation to tender and the draft Contract.

I/We understand that non-compliance with the requirements of the invitation to tender or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

I/We agree that the Authority may disclose the Supplier's information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

Signature

Name (print)

Position

Supplier name

Date

Appendix G: Certificate of non-collusion and non-canvassing

Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010

5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word 'person' includes any person, body or association, corporate or incorporate and 'agreement' includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

Signature

Name (print)

Position

Supplier name

Date

Appendix H: Commercially sensitive information

This appendix should be read in conjunction with the relevant paragraphs relating to freedom of information (FOIA) and environmental information (EIR) in the Procurement terms and conditions.

I declare that I wish the following information to be designated as commercially sensitive:

The reason(s) it is considered that this information should be exempt under FOIA and EIR is:

The period of time for which it is considered this information should be exempt is:

Supplier to amend as appropriate [until award of contract OR during the period of the contract OR for a period of [number] years until [month], [year]].

Signature

Name (print)

Position

Supplier name

Date

