



**Provision of independent assessment services to
check REAL CCS Appointed Laboratories'
performances**

Tender Invitation Document

EXECUTIVE SUMMARY

This document sets out the scope of work that Renewable Energy Assurance Limited (REAL) wishes to commission. REAL invites a number of tenderers through a competitive process and this document describes that process and explains how tenderers may tender for the work described.

PURPOSE & SCOPE OF THE WORK

The purpose of the work is for one or a number of independent auditors (number not specified) to provide independent checks of REAL Appointed Labs for conformance with REAL Compost Certification Scheme (REAL CCS) terms and conditions¹ The selected independent auditors will assess REAL CCS Appointed Laboratories on behalf of REAL, to verify their compliance with REAL CCS T&Cs.

TENDER TIMETABLE

Deadline for receipt of tender submissions: **Friday, 13th March 2015**

REAL may invite the tenderer to present their proposal during w/c 23rd March 2015 at REAL offices.

Tenderers receive written notification of REAL's decision: **Tuesday, 31st March 2015**

REAL reserve the right to change the timetable.

WORK PROGRAMME

Contracted independent auditor, preparation and training: April 2015

Contract terminates: 2 years

CONFIDENTIALITY

The information supplied in this Tender Invitation Document has been supplied in good faith and in confidence. It should not be used for any purpose other than those described and should not be disclosed to any other third party unless prior approval has been granted by Renewable Energy Assurance Limited.

¹ 'Terms and conditions for laboratories appointed to undertake the testing of compost under the Compost Certification Scheme aligned to PAS 100 and the Compost Quality Protocol'

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1 INTRODUCTION

Renewable Energy Assurance Ltd (REAL) is a wholly-owned subsidiary of Renewable Energy Association (REA). It was incorporated in 2002. REAL carry out a range of certification and consumer protection activities all of which promote sustainable energy. REAL activities fall under two headings: consumer codes and certification schemes. REAL runs the industry's leading independent Compost Certification Scheme (CCS) and need to ensure they it is robust and confidence in certified compost is maintained.

This document sets out the scope and parameters of the work which REAL wishes to commission and describes how tenderers may tender to undertake this work for REAL.

REAL wish to appoint independent auditors to inspect REAL CCS Appointed Laboratories for conformance with REAL CCS Terms and Conditions for Appointed Laboratories.

2 BACKGROUND AND SCOPE OF WORK

2.1 Background

The Publicly Available Specifications for composted materials ([BSI PAS100:2011](#)) and is a crucial component of market confidence in compost quality, consistency and safety. REAL owns and administers the Compost Certification Scheme (CCS) aligned to PAS 100:2011.

PAS100 requires routine sampling and testing of the materials produced (see Table 3 in Section 14 of PAS100 for details of the testing required). A number of laboratories are appointed by REAL to test compost for members of the schemes. A list of laboratories appointed under the CCS can be found [HERE](#).

Confidence in the testing services provided by such laboratories are imperative if the credibility in the certification scheme and confidence in certified composts is to be maintained.

Over the past months the CCS has been working on a set of terms and conditions (T&Cs) for laboratories appointed to undertake testing under the CCS. The T&Cs are available on the CCS web site, <http://www.qualitycompost.org.uk/information/governance/laboratories>

These T&Cs set out the respective responsibilities of REAL and the appointed laboratories. The latter include:

- performance targets
- provisions for samples transport, storage, and preparation
- participation in inter-laboratory trials, spot checks and proficiency testing schemes
- reporting of test results

When appointed by REAL, a laboratory agrees to comply with all the terms and conditions set out in this agreement at all times.

REAL is planning to appoint one or more independent auditors who will audit the laboratories premises on an annual basis and check that they comply with these set of terms and conditions.

2.2 Requirements or Services

- 2.1.1 The appointed independent auditor/s will undertake a routine audit of each appointed laboratory to check its conformance with the T&Cs. It is anticipated that such audits will take place once a year.
- 2.1.2 Audits will be carried out on first appointment and then once a year. Ideally all Laboratories will be audited over the same 3 month window every year.
- 2.1.3 When requested, the independent auditor/s will also undertake ad-hoc visits at the appointed laboratories (e.g. to verify that corrective actions have been taken, spot check visits etc.).
- 2.1.4 Following an audit, the appointed independent auditor/s will undertake an assessment of any corrective evidence provided by the appointed laboratories to address any non-conformity reported during the audit.
- 2.1.5 Following the audit (2.1.1) and the corrective evidence assessment (2.1.4), the appointed independent auditor/s will provide to REAL recommendations on whether the laboratory's appointment should be renewed, whether it should not be renewed or it should be subject to specific conditions.

2.3 Competence requirements

REAL will appoint an individual or a number of individuals (from the same organisation or from different organisations) who collectively have expertise and/or knowledge of the following:

1. Laboratories analytical procedures and methods for testing composts or other environmental matrixes (soil, manures, slurries and/or waters)
2. Laboratories quality control procedures
3. ISO/IEC 17025 General requirements for the competence of testing and calibration laboratories and other relevant standards for testing and calibration services
4. Horticulture, if possible with background knowledge on the plant response test required in PAS 100.
5. Compost stability tests (e.g. ORG0020)

3 THE TENDER SUBMISSION - INFORMATION REQUIRED

3.1 Your tender should be submitted by email and should be limited to no more than 10 x A4 sides at minimum 10pt font (excluding appendices).

3.2 Your tender must include the following information in the order indicated:

(1) An executive summary of no more than one side of A4 in length, outlining the proposed work and including the total cost of the proposed work, inclusive of Value Added Tax (“VAT”) and anticipated expenses

(2) Company/Organisation details. REAL will need the following information:

- The name of the Company submitting the tender;
- The registered office name, address, VAT number (if applicable) and company or charity registration number;
- The name of the nominated contact person within the tenderer’s organisation;
- Contact details including: address, telephone number, and e-mail address.

REAL will accept tenders both from individual companies and from consortia. Should you decide to tender as part of a consortium you will need to identify one member of the consortium (the “Lead Contractor”) to act as the contracting party. All other consortium members will be sub-contractors to the Lead Contractor.

(3) A description of your working methods

You will need to make clear how you intend to deliver the work and provide estimated timescales for delivery.

(4) A description of the project team who will manage and deliver the work

This should include a list of individuals, their respective roles within the organisation and, for the purposes of this work their relevant skills and experience including any relevant professional qualifications.

(5) An identification of any sub-contractors to be used

You should include a list of any sub-contractors you intend to use to fulfil the requirements of the work.

(6) Evidence of a track record in undertaking work similar to that described in this document.

(7) The actual day rate for each individual that will carry out this work and the average daily rate (exclusive of VAT).

You will charge REAL the actual time you spend to independently assess each Appointed Laboratory. This may vary depending on whether the Appointed Laboratory sub-contracts any other laboratory for some of the tests, as well as on whether the Laboratory is already accredited by UKAS to carry out some of the relevant test methods.

- (8) **Expenses** should be identified separately but must be included as part of the total cost of the work per laboratory. You will also need to identify:
- Any lease or hire costs associated with the delivery of the work to be clearly identified and costed and justification provided to demonstrate the necessity of each item.
 - Any capital expenditure associated with the delivery of the work to be clearly identified and costed and justification provided to demonstrate the necessity of each item.
- (9) **The cost of the any additional ad-hoc visit** (inclusive of VAT) – see task 2.1.2. These visits will only be performed on REAL’s request and will vary in time depending on the focus of the visit.
- (10) **Identification of any conflicts of interest** which might arise if you were selected to undertake the work and if such a conflict were to arise, an indication of how this conflict would be addressed. Where you tender as part of a consortium, all members of the consortium should be considered.
- (11) **A copy of your Environmental Policy** and evidence of any accredited Environmental Management System.
- (12) **Written confirmation** that you have the necessary permits, licences or exemptions required for the services.
- (13) **As appendices**, tenders should include:
- Audited or management accounts for the last 2 financial years;
REAL reserves the right to reject bids from Contractors where the accounts show that the Contractor might be at risk of insolvency.
 - A statement of any material litigation, pending or threatened, or other legal proceedings;
REAL reserves the right to reject bids from Contractors subject to legal proceedings where in REAL’s reasonable opinion such proceedings could impact upon the Contractor’s ability to deliver the services required.
 - Evidence of the level of professional indemnity, public liability and property damage insurance cover held.
REAL will require minimum cover levels of:
 - £1 million professional indemnity;
 - £2 million public liability;
 - £2 million property damage.
- To be considered for evaluation, Contractors must have this cover in place at the time of bidding or must include (as part of the tender submission) a commitment to take out such cover in the event of being appointed.

3.3 Should you have any questions in relation to the type of information required by REAL please contact the person identified in Section 5 of this Tender Invitation Document to discuss.

3.4 All tender submissions will be treated on a confidential basis by REAL and its advisers, subject to the provisions of the Freedom of Information Act 2000.

4 EVALUATION CRITERIA

4.1 REAL must be satisfied that each potential contractor has the appropriate capabilities and resources available to undertake the work to REAL's requirements and provide the necessary services.

4.2 The process REAL will use to select its contractors is a competitive one. Your tender submission should be written to address the key requirements and scope of the work and demonstrate how it meets the evaluation criteria below:

Evaluation criteria	Weighting
Cost of work per laboratory	15%
Consistency of proposal with services or requirements and deliverables	30%
Authority of allocated personnel, their skills and technical capability	35%
Corporate environmental commitment – submission of credible environmental policy and/or environmental management system details	5%
Relevant past experience	15%

5 APPLICATION PROCEDURE

You should send one electronic copy (via email) of your tender submission to:

Justyna Franuszkiewicz, Renewable Energy Assurance Limited

Telephone: 07557 784 686

Email: justyna@qualitycompost.org.uk

Emails containing Tender submissions should clearly state the following in the subject field: 'Provision of independent assessment services to check REAL CCS Appointed Laboratories' performances.'

If you wish to ask any questions relating to this tender please contact Justyna in writing only.

6 TENDER PROCESS & TIMETABLE

- 6.1** All tender submissions must remain valid for a minimum period of 90 days following the deadline for receipt of tender submissions.
- 6.2** All tender submissions will be competitively assessed against the evaluation criteria, (stated in Section 4 of this document).
- 6.3** The target timetable for this process is as follows:

Tender Timetable

Deadline for receipt of questions relating to this tender:

Deadline for receipt of tender submissions:

Tenderers receive written notification of REAL's decision:

REAL may invite the tenderer to present their proposal during w/c ### at REAL's offices.

*REAL reserves the right to change the timetable.

- 6.4** All tenderers will receive written notification of REAL's decision and tenderers will be given the opportunity to discuss feedback on their tender submission.
- 6.5** This information is offered in good faith for the guidance of interested parties, but no warranty or representation is given as to the accuracy or completeness of any of it. REAL and its advisers shall not be liable for any error, misstatement or omission. No aspect of this procedure shall constitute a contract or part of a contract. Tenderers participate in the process on the strict understanding that the procedure may be altered or that REAL may not proceed for any reason. REAL reserves the right not to follow up this Tender Invitation Document in any way and in particular not to enter into any contractual arrangement with any of the tenderers. REAL does not bind itself to enter into negotiations or proceed with or accept any tender. Any decision to tender is at the sole discretion of the tenderer and REAL excludes all liability in respect of any tendering costs incurred.
- 6.6** Any contract entered into as a result of this tender process shall be in accordance with REAL's terms and conditions of contract.
- 6.7** Tenderers taking part in this process acknowledge and accept that REAL may publish details about the winning bid (such as the contract value and the name of the winning bidder) on the CCS website.