

The Maritime and Coastguard Agency (MCA is an Executive Agency of the Department for Transport. The MCA is responsible throughout the UK for implementing and developing the UK Government’s maritime safety and environmental protection policy. That includes co-ordinating Search and /Rescue at sea through Her Majesty’s Coastguard 24 hours a day, and checking that ships meet UK and international safety rules. The MCA work to prevent the loss of lives at the coast and at sea, to ensure that ships are safe, and to prevent coastal pollution: **Safer Lives, Safer Ships, Cleaner Seas.**

The MCA provides a full range of search and rescue, counter pollution, survey, inspection and enforcement activities and has 12 major business activities:

|  |  |
| --- | --- |
| Survey | Seafarers’ Services |
| Inspection | Search and Rescue |
| Enforcement | Pollution Response and Salvage |
| Ship Registration | Stakeholder Communication |
| Navigation Services | Ministerial Services |
| Strategic Prevention Design/Development | Regulatory Process |

These activities are supported by support services responsible for providing a range of administrative functions including; infrastructure, MCA people, financial management and administration and corporate management.

In accordance with the Equality Act 2010, in our capacity as a public body we have a statutory duty to eliminate unlawful discrimination, promote equality of opportunity and promote good race relations between people of different groups. Contractors will be expected to ensure that the service they provide promotes good relations between the MCA and its customers and does not directly or indirectly discriminate on the grounds of race in accordance with both the Act and the Duty.

You are invited to submit a tender for the following project:

**MCA REFERENCE TCA 3/7/1137: REFURBISHMENT OF MCA CARDIFF, ANCHOR COURT, OCEAN WAY, CARDIFF, CF24 5JW**

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# INTRODUCTION

These Instructions to Tenderers and all other documents forming this invitation to tender form the tender documents.

The purpose of the tender documents is to invite competitive tender submissions for a single stage fixed price lump sum contract, for the refurbishment at MCA Cardiff, Anchor Court, Ocean Way, Cardiff, CF24 5JW.

The contractor must make due allowance in their tender for all costs associated with dealing with the implications of any restricted access, times for loading/unloading, including any out of hours working and deliveries required to complete the works with options against the requirements of the schedule.

No claim by the Tenderer for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the grounds of any allegation or fact that incorrect information was given to him by any person whether in the employment of the Employer or not, or of the failure on his part to obtain correct information, nor shall the Tenderer be relieved from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds.

The Tenderer is to allow within his tender price for all costs associated in liaising, co-coordinating, providing access etc. and working with the Employer. This will include but is not limited to the attainment of all necessary passes, permits, licences and approvals to carry out or facilitate all elements of the works.

The Tenderer is deemed to have fully acquainted himself with the tender documents and to have taken into account in his tender price, for all matters affecting the contract works.

# INSTRUCTION TO TENDERS

The Department looks forward to receiving your tender for the work described in the attached documents. To ensure fairness all tenderers are required to submit their tenders in accordance with these instructions. **Failure to comply could invalidate your tender.**

You must ensure that you include as part of your tender all documents requested in the Specification or Invitation to Tender letter. For this return, these are as follows:

* Completed Form of Tender(s)
* Fully Completed Pricing Schedule (No grouped or bracketed items and this submission shall be provided in Excel format)
* Completed ‘Pricing Schedule Declaration Form’
* Completed ‘Template Tender Return’
* Details of requested Insurances
* List of all proposed Amendments and Exceptions and/or confirmation that any amendments and exceptions have been incorporated
* Signed Collusive Tendering Certificate

Tenders may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non-compliant or incomplete.

## **2.01 Tender Receipt**

Tenders **must not** be submitted by e-mail. The legal status of documents submitted by e-mail has yet to be clarified sufficiently to satisfy the Department’s needs to ensure the integrity and probity of the Tender process.

You should send your tender in a plain envelope, using the e tender label provided in this tender pack.

**You should also include a CD with electronic tender documents attached.**

A CD on its own will not be accepted as a valid tender submission. It is your responsibility to ensure your tender arrives at the address shown, no later than the time and date stated in the attached letter (unless the date is subsequently amended in writing by the Department). Your tender may be submitted before the due date.

**All** late tenders will be rejected. It is the tenderer’s responsibility to ensure that their tender is received on time. Tenders may be submitted before the due date.

Tenderer’s must ensure that their tender is completed legibly, in typed English, with all prices in Sterling (exclusive of VAT), and is signed and dated where required.

**Tenderers must not alter any of the Department’s Invitation to Tender documents.**

## **2.02 Clarifications during the Tender Preparation period**

If tenderers require answers to queries raised during the tender period, they must be in a typed format and submitted with a covering letter or email. Questions will be addressed within 2 working days wherever possible. Tenderers should note that all questions and answers will be distributed to all Tenderers for information. **The last date for tender queries shall be the** **2nd December 2019**.

All queries should be addressed to the following:

**Contracts@mcga.gov.uk.**

Tenderers may request that their Clarification Question and its response as “commercially sensitive”. Any such requests must be made clear at the time of submission of the Clarification Question. If it is considered that the answer to the Clarification Question is on a confidential basis, it will be done so. If it is considered that the answer to the Clarification Question is not on a confidential basis, it will notify the applicant of its decision and that applicant will have the opportunity to either withdraw the Clarification Question or accept that the Clarification Question and the response will be circulated to all potential tenderers who have expressed an interest in the competition.

## **2.03 Basis of Tender**

The Tender figures quoted are exclusive of Value Added Tax.

## **2.04 Propose Amendments and Exceptions**

If offering any amendments or exceptions to the tender documents, Tenderers must list each and every proposed exception and amendment to the Contract Agreement.

Tenderers must describe and give reasons for each proposed exception and amendment and state any effect on their proposal (including the commercial terms) if the Department reject the proposed exceptions and amendments.

Tenderers should note that alternative tenders will only be considered if accompanied by a tender complying in full with the Tender requirements. Failure to do so may eliminate the Tenderer from consideration.

An alternative form of Tender is included in the documents for the tenderer to submit a tender based on their optimum or preferred contract duration if applicable.

Where the Department agrees any changes to the proposed contract documentation then all such changes shall be word processed into the proposed documentation by the Department.

## **2.05 Canvassing and Collusive Tendering**

Any Tenderer who directly or indirectly canvasses any employee of the Department concerning the preparation of tenders or the award of the contract for provision of the services will be disqualified.

Any Tenderer who undertakes or engages in the following shall be disqualified:

(a) Fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other person, or;

(b) Communicates to any person other than the Department the amount or approximate amount of his proposed tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender or for insurance or a contract guarantee bond), or;

(c) Enters into any agreement or arrangement with any other person about whether or not they should tender, or about his or their tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender response. (See also ‘Group Bids’ below), or;

(d) Offers or agrees to pay or does pay or gives any sum of money, inducement, or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for the services any act or omission, or;

(e) Tries to obtain any information about anyone else’s tender or proposed tender before the date of contract award.

Tender documents must not be transferred to anyone (other than the firm named in the Invitation to Tender) without the prior specific approval of the Department in writing.

**Group Bids**

In the event of a group of suppliers submitting an acceptable offer, the group will be required to nominate a lead partner with whom the Department can contract. Alternatively, the group will need to form themselves into a single legal entity before the contract is awarded. An undertaking that the group will so form themselves, if required by the Department, must be provided when the tender is submitted.

## **2.06 Target Programme**

Issue of Tender on Contracts Finder 20th November 2019

Site Visits 25th November 2019

Final date for Tender Clarifications 2nd December 2019

Tender Submissions 6th December 2019

Contractor appointment 13th December 2019

Start on site (Tenderer to advise) 6th/ 13th January 2020

Practical completion (Tenderer to advise) 13th/ 20th March 2020

Note: this programme is only a guide and may be subject to amendment at any stage. No claim will be accepted for any bidding costs whatsoever or any claim for costs resulting from a decision not to proceed or withdrawal from all or any of the elements within the programme, deletion or addition to the programme or general protraction of the overall time frame.

The tenderer will be required to provide a construction programme illustrating procurement of materials and duration of site occupation as part of their submission. The Department reserves the right to prioritise and agree the schedule with the preferred contractor at contractor appointment.

## **2.07 Tender Offer**

The Tenderer is to provide a tender offer based on the tender documents and information received.

## **2.08 Procurement Route**

This project will be tendered and generally administered on the basis of a single stage process.

Following agreement of costs and programme the Contract Documents will be prepared, and a full Contract will be awarded.

## **2.9 Form of Contract**

The form of contract is the NEC3 Engineering and Construction Contract Main Option A – Lump Sum with Activity Schedule.

## **2.10 Pricing Schedule / Activity Schedule**

The Tenderer shall fully complete the Pricing Schedule (Section 8.0 and APPENDIX A) for their tender return.

An Activity Schedule aligned to the Contractor’s Programme will be required to be developed by the successful Tenderer, within two weeks of Award of Contract and will form the basis for payments.

## **2.11 Programme**

The final contract will include an agreed programme of works.

## **2.12 Site Visit**

It is envisaged that site visits will be held on **25th November 2019 at 2pm**. Tenderers will be informed of the time, agenda, structure and duration of the site visits in due course. Any tenderer wishing to visit site must contact Contracts@mcga.gov.uk by **4pm 22th November 2019.**

On this visit, the Tenderer is deemed to have satisfied himself as regards to the means of access to the contract location, the risk of injury or damage to property in the contract location or to the occupiers of such property, the conditions under which the Works may be carried out, the supply of and conditions affecting labour and generally to have obtained his own information on all matters affecting the execution of the Works including the coordination and integration of the proposed works into the existing structure and environment.

## **2.13 Access to Government Information**

Under the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIRs”), the Department is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information.

You need to be aware that the Department could receive requests for any information relating to this contract. The contract will include provisions to reflect the Department’s obligations under those disclosure regimes. The Department cannot contract out of its obligations in this respect and will only accept confidentiality clauses in very exceptional and narrowly defined circumstances. In this regard, your attention is drawn to the Code of Practice (in particular, section V thereof) issued by the Lord Chancellor under section 45 of the FOIA (section IX of the Code of Practice issued under regulation 16 of the EIRs includes similar guidance).

## **2.14 Specification of Standards**

Where reference is made to an International, European or British Standard then tenderers may offer an equivalent to any of these, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified.

## **2.15 Green Claims Code**

Tenderers must ensure that any environmental claim they make related to their tender is fully in accordance with the Green Claims Code - this is available on the sustainable development website:

<http://www.defra.gov.uk/environment/business/marketing/glc/code.htm>

## **2.16 Trade Names/ Invoicing**

If a tender is submitted in the name of one organisation but the tenderer intends to submit invoices in the name of another, or require payments to be made to another, tenderers must give full details. Otherwise there may be delay in payment.

## **2.17 Orders**

All orders under the contract will either be placed by means of the Department’s official Purchase Order.

## **2.18 Legislation on Late Payment**

The Department will comply fully with statutory legislation on Late Payment on the basis of claims submitted by the successful tenderer.

# 3.0 TENDER DELIVERABLES

## **3.01 Generally**

Tenderers are required to provide the following information as part of their tender return. This information shall form the basis of the tender assessment.

* Completed Form of Tender
* Fully Completed Pricing Schedule (No grouped or bracketed items and this submission shall be provided in Excel format)
* Completed ‘Pricing Schedule Declaration Form’
* Completed ‘Template Tender Return’
* Details of requested Insurances
* List of all proposed Amendments and Exceptions and/or confirmation that any amendments and exceptions have been incorporated
* Signed Collusive Tendering Certificate

The Tenderer shall provide additional cost information if required by the Department including breakdowns of cost headings to show how costs of individual items have been calculated. Such information is to be provided free of charge within 5 working days of the Employer’s request.

Tenderers may supply any additional information they consider necessary to supplement their tender submission. You must return the tender response in the same order as detailed above and provide any supplementary information in a clearly defined and separate section of your response.

## **3.02 Tender Return**

You should send your tender in a plain envelope, using the e tender label provided in this tender pack. You should also include a CD with all tender documents attached. A CD on its own will not be accepted as a valid tender submission. It is your responsibility to ensure your tender arrives at the address shown, no later than the time and date stated in the attached letter (unless the date is subsequently amended in writing by the Department). Your tender may be submitted before the due date.

## 

## **3.03 Confidentiality**

Each party:

(i) Shall treat as confidential all information obtained from the other party under or in connection with the tender;

(ii) Shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for tender purposes; and

(iii) Shall not use any of that information otherwise than for the purpose of tender analysis

## **3.04 Tender Acceptance**

The Department is not obliged to contract with any party responding to this enquiry or to accept the lowest or any tender submitted.

## **3.05 Tender Validity Period**

The tender submission is to remain open for acceptance without alteration for a period of not less than 90 days beyond the submission date.

## **3.06 Expenses and Losses**

The Department will not be responsible for or pay any cost, expenses or losses which may be incurred by any Tenderer in preparing its tender or arising out of site visits or any presentations that may be required.

## 

## **3.07 Qualifications**

The Tenderer shall submit a clean unqualified tender. Any qualified proposals should form separate alternative proposals as appropriate.

# 4.0 TENDER EVALUATION PROCESS

The tender process will be conducted on the basis that tenders are evaluated fairly to ascertain the most economically advantageous tender in terms of both quality and price.

There will be two phases to the tender evaluation process. Phase 1 will the Compliance and Minimum Standards check. **The majority of this information should be captured in the ‘Template Tender Return’** below, with the exception of insurances details. Phase 2 of the evaluation process will be the Quality Evaluation. Both phases are described in more detail below.

**PHASE 1 - COMPLIANCE CHECK AND MINIMUM STANDARDS**

1. Compliance Check

Following receipt of tender returns, a preliminary assessment of submissions will be undertaken to determine general compliance with the tender document requirements, including but not limited to whether:

* + All the information required as part of the tender response has been provided;
  + The tender response was submitted on time and is complete;
  + An applicant has provided a submission that is in the specified format and;
  + An applicant has complied fully with the requirements of the selection process set out in the tender and has not misrepresented any of the information supplied.

Responses should be in the format as required by the tender documents, including a completed Template Tender Return. The compliance check will result in one of the following two evaluations: pass or fail.

Where in the opinion of the Department the applicant’s response is deemed to be non-compliant or incomplete, the applicant may be excluded from further consideration and from the process entirely.

Failure to provide information to an appropriate level of detail may render the application non-compliant and their evaluation may be taken no further.

1. Minimum Standards

Tenderers should use the Template Tender Return to provide:

* **General Information**
* **Details of recent refurbishment projects relevant to the tender**

**Insurances**

Please provide details of your insurance cover for the following policies:

* Employer’s liability
* Contractor’s all risks - Contractor’s liability to the Employer for loss of or damage to the Employer’s property
* Public liability (£5 million)
* Professional indemnity (of at least £1 million per individual claim)

Applicants should note that it will be a condition of contract that all of the above insurances are in place. Failure to provide the minimum levels required will mean that your tender will not be considered further.

**PHASE 2 – TENDER EVALUATION**

**Generally**

Tenderers who meet the compliance and minimum standards set in phase 1 will be assessed against a Price: Quality criteria below.

**Price Evaluation**

100 points will be awarded to the lowest tender with all other (higher) tenders marked lower than 100 points on a pro rata basis. Price evaluation to include for all breakdowns and additional prices requested. Points scored will then be multiplied by **60%** to reflect an overall price weighting. The MCA is responsible for scoring the price and will seek input from the Assigned Project Management Contractor, where it is required to evaluate tenderers assumptions / exclusions.

**Quality Evaluation (assessed through the Template Tender Return)**

Tenders should provide responses to the quality evaluation questions asked in the Template Tender Return. The responses will be scored 0-5. To achieve consistency in scoring, the evaluation team will use the scoring guidelines below.

|  |  |
| --- | --- |
| **Assessment** | **Score** |
| **Unacceptable** - Failed to address the criteria. | **0** |
| **Poor** – Not deliverable but some information provided. | **1** |
| **Satisfactory** – Deliverable but with some minor shortcomings. | **2** |
| **Good** – Fully deliverable in all respects. | **4** |
| **Very Good** – Fully deliverable and provides added value. | **5** |

The scores will be weighted in conjunction with the following criteria. Tenderer total scores will then be multiplied by **40%** to reflect a quality weighting.

|  |  |
| --- | --- |
| **Component** | Weighting |
| **Delivery Team Details** (Question 1) | 15% |
| **Programme and Planning** (Question 2) | 35% |
| **Method Statement** (Question 3) | 25% |
| **Quality Management** (Question 4) | 10% |
| **Health and Safety Management** (Question 5) | 15% |

**Overall Evaluation**

Weighted price and quality scores will be added together. At this stage, the Tenderer scores will be ranked in order.

Tenderers should note that:

i) The Department reserves the right not to accept the lowest, or any, tender.

ii) The Department reserves the right to accept any part of the tender without accepting the remainder.

1. Acceptance of a tender/award of contract will be by written communication from the Department.
2. Complaints arising from the tender process should be directed in the first instance to the Procurement Team ([contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk)).

# 5.0 TEMPLATE TENDER RETURN

**Contract No TCA 3/7/1137**

**TENDER FOR REFURBISHMENT OF MCA CARDIFF, ANCHOR COURT, OCEAN WAY, CARDIFF, CF24 5JW**

**TEMPLATE TENDER RETURN**

**TENDERERS SHOULD COMPLETE AND SIGN THIS TEMPLATE AS PART OF THEIR TENDER RETURNS**

**1) Minimum Standards**

Tenderers should use this section to provide General Information required as part of the evaluation process. This section is for information only and will not be scored, however failure to provide this information may mean that your tender is not considered further.

|  |  |
| --- | --- |
| **General Information required** | **Tenderer response** |
| Registered name and Trading name (if different) |  |
| Head office address and Correspondence address (if different) |  |
| Name of contact acting on behalf of applicant |  |
| If part of a group, please state the ultimate holding company |  |
| Company registration number |  |
| Country of registration |  |
| VAT number |  |
| Legal status (PLC, private company, partnership, sole trader, registered charity, non-profit making trust etc.) |  |

|  |
| --- |
| Please provide details 2 or more refurbishment projects undertaken by the tenderer in the last 2 years, all of which are similar to the subject of this tender in both Scope and Value, including:   * + Client (Government department or agency)   + Building (part of the Civil Estate)   + Nature of project (occupied building etc.)   + Programme value (Gross)   + Client contact for reference purpose |
| This box can be used to provide details of recent refurbishment projects. Please make a note of any optional attachments (e.g. case studies) that you have included in your submission. |

**2) Compliance Statements**

Tenderers should initial each of the statements in the table below to confirm acceptance. The table must be completed by the authorised representative who signs at the foot of this document on behalf of the tenderer. Failure to complete this table may mean that your tender is not considered further.

|  |  |
| --- | --- |
| **Statement** | **Tenderer Initial** |
| I/we accept the NEC3 Engineering and Construction Contract Z Clauses at Appendix B |  |
| I/we confirm that any **Amendments and Exceptions** have been incorporated in this tender submission. If applicable, a list of all propose amendments and exceptions must be provided. |  |
| The contractor will be expected to comply with the **Baseline Personnel Security Standard (BPSS)** for undertaking unsupervised activity on Government estate. I/ we agree that prior to any work commencing on site, the following checks will have been undertaken on all personnel working on site:   * Proof of identity * Nationality * Right to Work * Employment History (3 years) * Criminal Record (DBS check) * Details of any significant period (over 6 months) spent abroad in past 3 years |  |
| I/we will provide a full **Method Statement** for the project within 2 weeks of contract award |  |
| I/we will provide a project specific **Risk Register** within 2 weeks of contract award |  |
| I/we will provide a Pre-Construction **Health & Safety Plan** within 2 weeks of contract award |  |
| I/we will provide a site-specific draft **Waste Management Plan** within 2 weeks of contract award |  |
| I/ we will provide a list and **details of all Sub-Contractors** and the work for which they will be responsible within 2 weeks of contract award. |  |

**3) Quality Evaluation Questions**

Tenders should provide answers to the following four questions, which will be scored using the guidelines below.

|  |  |
| --- | --- |
| **Assessment** | **Score** |
| **Unacceptable** - Failed to address the criteria. | **0** |
| **Poor** – Not deliverable but some information provided. | **1** |
| **Satisfactory** – Deliverable but with some minor shortcomings. | **2** |
| **Good** – Fully deliverable in all respects. | **4** |
| **Very Good** – Fully deliverable and provides added value. | **5** |

|  |
| --- |
| **Question 1 (15%)**  (Component: Delivery Team Details)  **Provide an organogram or describe the make-up of the delivery team including all sub-contractors for this project. Detail roles and responsibilities and outline the relevant experience and qualification of each of the key personnel.** |
| This box can be used to provide a response to Question 1. Please note any optional attachments (e.g. organogram) that you have included in your submission. |

|  |
| --- |
| **Question 2 (35%)**  (Component: Programme and Planning)  **Provide a Gantt Chart or statement outlining your proposed programme of works. This must detail the two phases of works, transition time and isolation periods.** |
| This box can be used to provide a response to Question 2. Please note any optional attachments (e.g. Gantt Chart) that you have included in your submission. |

|  |
| --- |
| **Question 3 (25%)**  (Component: Method Statement)  **The site will be occupied by approximately 50 existing staff for the duration of the works. Therefore, the works must be managed to minimise disruption and to allow the continuation of services to the office space where site users will be located.**  **Describe your approach to working in the vicinity of site staff and the public with specific focus on H&S, management of risks and reducing disturbance.** |
| This box can be used to provide a response to Question 3. Please note any optional attachments that you have included in your submission. |

|  |
| --- |
| **Question 4 (10%)**  (Component: Quality Management)  **Provide accreditation details of registered bodies and confirmation of your status as an Approved Contractor.**  **Also outline how the quality of workmanship will be managed on site. Please provide other examples of office refurbishments you have worked on within a live environment, using the specified system and how quality was managed through the project.** |
| This box can be used to provide a response to Question 4. Please note any optional attachments that you have included in your submission. |

|  |
| --- |
| **Question 5 (15%)**  (Component: Health and Safety Management)  **Describe your overall approach and management arrangements in respect of H&S and compliance with CDM regulations 2015 including all principal contractor duties. Tenderers may wish to submit a generic H&S policy as response to this question.** |
| This box can be used to provide a response to Question 5. Please note any optional attachments (e.g. H&S policy) that you have included in your submission. |

The scores to the above questions will be assessed and weighted as detailed below. Tenderer total scores will then be multiplied by **40%** to reflect a quality weighting.

|  |  |
| --- | --- |
| **Component** | **Weighting** |
| **Delivery Team Details** (Question 1) | 15% |
| **Programme and Planning** (Question 2) | 35% |
| **Method Statement** (Question 3) | 25% |
| **Quality Management** (Question 4) | 10% |
| **Health and Safety Management** (Question 5) | 15% |

**4) Checklist of Documents**

In addition to completing this template, the following table is intended as an aid for prospective tenderers to ensure that they provide all the other documentation required as part of the tender return.

|  |  |
| --- | --- |
| **Other documents required as part of tender submission** | **Checklist**  (For Bidders’ use) |
| Complete Form of Tender(s) (7.0) |  |
| Fully completed Pricing Schedule (No grouped of bracketed items and this submission shall be provided in Excel format) |  |
| Completed ‘Pricing Schedule Declaration’ form (8.0) |  |
| Details of your insurance cover for the following policies:   * Employer’s liability * Contractor’s all risks - Contractor’s liability to the Employer for loss of or damage to the Employer’s property * Public liability (£5 million) * Professional indemnity (of at least £1 million per individual claim) |  |
| If applicable, a list of all proposed Amendments and Exceptions must be provided. |  |
| Signed Collusive Tendering Certificate (9.0) |  |

**PLEASE COMPLETE THE SIGNATURE SECTION BELOW**

|  |  |
| --- | --- |
| Signed ....………………………………… | In the capacity of………………………… |
| duly authorised to sign tenders for and on behalf of (in BLOCK CAPITALS) | |
| …………………………………………………………………………………………….. | |
| Postal Address ………………………….. | Tel No.……………………………………. |
| …………………………………………….. | Fax No.…………………………………… |
| …………………………………………….. | Email……………………………………… |
| …………………………………………….. | Date ………………………………………. |

# 6.0 CONTRACT DATA

**FORM OF CONTRACT**

The Form of Contract will be a New Engineering Contract (NEC) Engineering and Construction Contract, Third Edition published in April 2013 (with amendments) for the Institution of Civil Engineers by Thomas Telford Limited, Thomas Telford House, 1 Heron Quay, London E14 4JD, amended as follows.

**CONTRACT DATA**

The Contract Data section in the Form of Contract shall be replaced by the Contract Data section contained within this document.

**RETENTION PERIOD**

A payment retention of 5% will be deducted from each valuation and 2.5% of the total retention released on completion. The remaining 2.5% retention will be held for the duration of the defects period.

**DEFECTS PERIOD**

A defect period will apply which will be 12 months from completion of the works.

**DELAY DAMAGES**

Delay damages will be a penalty of 2% of the contract sum per week where works are delayed beyond the final agreed construction programme.

**CONDITIONS OF CONTRACT**

The Core Clauses and Main Option Clauses contained in the Form of Contract referred to above shall be amended as detailed below:

**AMENDMENTS TO CORE CLAUSES**

# 7.0 FORM OF TENDER

**Form of Tender for Supply of Goods and Associated Services**

**To be returned by 11am on 6th December CONTRACT No TCA 3/7/1137**

**REFURBISHMENT OF MCA CARDIFF, ANCHOR COURT, OCEAN WAY, CARDIFF, CF24 5JW**

To the Secretary State for Transport

1. I/we have read the documents listed below and, subject to and upon the terms and conditions contained in the said documents, I/we offer to supply the items specified in the price schedule (to the extent to which the Secretary of State may determine in accepting this tender) at the price or prices at the time or times therein stated

2. **Terms and Conditions**. I/we agree that this tender and any contract which may result from it shall be based upon the documents listed below which I/we confirm to be those provided as part of the above referenced Invitation to Tender.

1. Invitation to tender
2. Form of Tender
3. Specification
4. Price Schedule
5. General Conditions of Contract – NEC3

**I/we agree that any other terms or conditions of contract or any reservations which may be printed on any correspondence or document from me either in connection with this tender, or any contract resulting from this tender, shall not be applicable to the Contract.**

3. **Law**. I/we agree that any contract that may result from this tender shall be subject to the law of England and Wales.

4. I/we have abided by the requirements set out in the Instructions for Tenderers, including confidentiality.

5. The prices quoted in this tender are valid for 90 days from the tender return date.

1. To help Government develop its procurement policy in respect of small businesses, the Department needs to gather information about the size of the organisations we invite to tender. Please tick one of the following boxes:

* Please tick here if your organisation has between 1 and 50 employees
* Please tick here if your organisation has between 51 and 249 employees

* Please tick here if your organisation has 250 or more employees

In addition:

* Please tick here if your organisation is a registered company

|  |  |
| --- | --- |
| Signed ....………………………………… | In the capacity of………………………… |
| duly authorised to sign tenders for and on behalf of (in BLOCK CAPITALS) | |
| …………………………………………………………………………………………….. | |
| Postal Address ………………………….. | Tel No.……………………………………. |
| …………………………………………….. | Fax No.…………………………………… |
| …………………………………………….. | Email……………………………………… |
| …………………………………………….. | Date ………………………………………. |

# 8.0 PRICING SHCHEDULE DECLARATION FORM

**FIRM PRICE SCHEDULE Contract No TCA 3/7/1137**

**TENDER FOR REFURBISHMENT OF MCA CARDIFF, ANCHOR COURT, OCEAN WAY, CARDIFF, CF24 5JW**

Tenderers for the above contract should complete the tables below, indicating what they would charge for each required element. **Tenderers must also complete the detailed schedule of works and pricing document in Excel format which forms part of the tender package.** Prices in the below form must match prices listed in the Schedule of Works and Pricing Document.

Prices must:

* Be stated in Pounds Sterling;
* Include all other charges and overheads associated with the element being priced.

|  |  |  |
| --- | --- | --- |
| Requirement | Firm Price  (exc VAT)  £ | |
| Section A - GENERAL CONDITIONS |  | |
| Section B - SECURITY AND PROTECTION |  | |
| Section C - OFFICE |  | |
| Section D - KITCHEN |  | |
| Section E - ELECTRICAL WORKS |  | |
| Section F - MECHANICAL WORKS |  | |
| Section G - HANDOVER AND COMPLETION |  | |
| Section H - Contingency Sum  (10% to be used at sole discretion of the CA) |  | |
| **TOTAL** | Total Firm Price  (Exc VAT) (£) | Total Firm Price  (INC VAT) (£) |
|  |  |

Signed .................................................Name (Block Capitals)…………………………….

in the capacity of .............................…………………………………………………….............................

duly authorised to sign tenders for and on behalf of (in BLOCK CAPITALS)

......................................................................................................................................

Postal address ...............................................................................................................

.........................................................................................................................................

Telephone No......................................................Email …………………………………..

Fax No ................................................................Date .....................................................

**OTHER DETAILS**

**Department for Transport:**

|  |
| --- |
| The nominated Procurement Manager is:  Amanda Dunbar  Procurement & Contracts  Bay 3/21 – Spring Place  105 Commercial Road  Southampton  SO15 1EG  Tel:- 020 381 72173  Email:- Contracts@mcga.gov.uk |

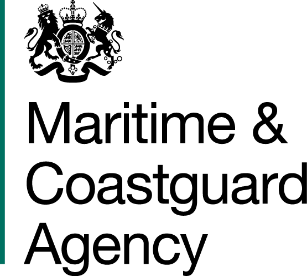
**The Contractor**:

|  |  |
| --- | --- |
| Address  fax and telephone no:  Place of work: | Invoice Address (if different) |

**The Contractor's Bank**

|  |  |
| --- | --- |
| Name and Address | Account Name |
| Sort Code | Account No |

# COLLUSIVE TENDERING CERTIFICATE



**CONTRACT No: TCA 3/7/1137**

**REFURBISHMENT OF MCA CARDIFF, ANCHOR COURT, OCEAN WAY, CARDIFF, CF24 5JW**

**COLLUSIVE TENDERING CERTIFICATE**

We certify that this is a bona-fide tender and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

(1) Communicating to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the appropriate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;

(2) Entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

(3) Offering or paying or giving or agreeing to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons and any- body or association, corporate or unincorporated: and "any agreement or arrangement" includes any such transactions, formal or informal, and whether legally binding or not.

Signed by…………………………………………………………………………...

For and on behalf of ………………………………………………………………

Tel:

Date: