



Maritime &  
Coastguard  
Agency

## **TCA 3/7/ CONTRACT FOR THE WELLS NEXT THE SEA COASTGUARD RESCUE STATION GARAGE BUILD**

### **INSTRUCTIONS ON SUBMISSION OF TENDERS**

The MCA 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.**

#### **Communications During the Tender Process**

1. This contract has been advertised on the Contracts Finder portal, and all communications with tenderers during the process will, as far as possible, take place via that portal. Tender documents, including the specification and documents for return with your tender, can be found in the 'Attachments' section of the Contracts Finder advertisement.
2. If tenderers require answers to queries raised during the tender period they should be addressed to the Procurement Team at [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk), and should contain the reference number or title of the contract. The deadline for submission of queries is **17:00 on 30<sup>th</sup> September 2020**. This email should be used to request a site visit.
3. In the interest of fairness, all answers will be published on the Contracts Finder website as a further attachment to the advertisement, unless clearly only relevant to one supplier.
4. 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.
5. Please ensure that you have read all documents attached to the Contracts Finder advert before asking a question, as your query may already have been answered.
6. The MCA will inform all tenderers individually whether or not they have been successful in the tendering process.

#### **Submission of Tenders**

7. You should email your tender to [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk) with the subject title Tender Documents – Wells-Next-The-Sea Coastguard Rescue Station Garage Build.

8. You will receive confirmation of receipt by close of business on the next working day. It is your responsibility to ensure that your tender is submitted no later than **11:00 on 7<sup>th</sup> October 2020** (unless the date is subsequently amended in writing by the MCA). Your tender may be submitted before the due date, but **all** late tenders will be rejected.
9. You must ensure that your tender is completed legibly, typed, in English, with all prices in Sterling (exclusive of VAT) and is signed and dated where required.
10. You must include as part of your tender:
  - Completed Form of Tender, signed and dated by an authorised representative of the tendering organisation;
  - Fully Completed Pricing Schedule (No grouped or bracketed items and this submission shall be provided in Excel format) and the completed 'Pricing Schedule' Appendix C
  - 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.

### **Canvassing and Collusive Tendering**

12. 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**

13. 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.

### **Tender Offer**

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

### **Tender Validity**

15. The MCA will assume that your tender will remain open for acceptance for a minimum of 90 calendar days from the Tender Deadline.

### **Procurement Route**

16. 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.

### **Form of Contract**

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

### **Confidentiality**

18. 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

## **Tender Acceptance**

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

## **Expenses and Losses**

20. 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.

## **Qualifications**

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

## **Tender Evaluation**

22. 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 be the Compliance and Minimum Standards check. 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**

#### **a) 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. 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.

b) Minimum Standards  
Tenderers should include:

- **General Information**
- **Details of a recent project relevant to the tender**
- **Insurances as detailed in the specification document.**
- **Details of NICEIC certification**

## **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 **40%** 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**

Tenders will be scored 0-5. To achieve consistency in scoring, the evaluation team will use the scoring guidelines below.

<b>Assessment</b>	<b>Score</b>
<b>Unacceptable</b> - Failed to address the criteria.	<b>0</b>
<b>Poor</b> – Major weaknesses in the response	<b>1</b>
<b>Satisfactory</b> – Deliverable but with some minor shortcomings.	<b>3</b>
<b>Good</b> – Fully deliverable and includes all relevant supporting evidence	<b>5</b>

### **Overall Evaluation**

23. Weighted price and quality scores will be added together. At this stage, the Tenderer scores will be ranked in order.
24. You should note that: -  
The MCA reserves the right not to accept the lowest, or any, tender.

The MCA reserves the right to accept any part of the tender without accepting the remainder.

Acceptance of a tender/award of contract will be by written communication from the MCA.

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)). If you are still aggrieved by the outcome then please contact the Crown Commercial Service customer service desk, at [supplier@crowncommercial.gov.uk](mailto:supplier@crowncommercial.gov.uk).

### **Tender Costs**

28. You should note that any expenditure, work or effort undertaken by you prior to the award of a contract is a matter solely for your own commercial judgement. The MCA reserves the right to withdraw this tender invitation at any time or to re-invite tenders on the same or any alternative basis. In such circumstances, and in any event, the MCA and/or its advisers shall not be liable for any costs or loss of expenses whatsoever incurred by the bidder or any company, agent, subsidiary or organisation who may have contributed to the proposals submitted by the bidder in response to this tender invitation.

### **Trading Names/Invoicing**

29. If your tender is submitted in the name of one organisation but you intend submitting invoices in the name of another, or require payments to be made to another, please give full details. Otherwise there may be delay in payment.

### **Access to Government Information**

30. 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.
31. 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).

### **Security**

32. The contractor must confirm 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

## **Sustainability**

33. The MCA is committed to sustainable procurement. This means making the necessary decisions to protect our environment and to operate its procurement activity in an economically, socially and environmentally responsible way. Tenderers should indicate ways in which their organisation promotes and practices sustainable development and how this can impact on this contract.
34. Consideration should be taken to account for the following areas;

## **Origin and recycled/recyclable content of materials**

- Tenderers should detail the quantities used and recycle content of the product.
- Recyclability of product once it has reached its end of life.
- Type of paints and coverings used.

## **Transport mode**

Tenderers should detail options to identify and promote measures to reduce emissions during transport of materials and people.

- More information on the environmental consideration can be found at:

<https://www.gov.uk/government/policies/making-sustainable-development-a-part-of-all-government-policy-and-operations>

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

## **Indemnity and Risk**

35. General Conditions for the supply of goods and associated services insurance refers.

## **Audit of Premises**

36. All documentation relating to this contract are subject to audit and must be made available by the contractor upon request.