

INSTRUCTIONS TO TENDERERS

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Defence Equipment & Support, Ministry of
Defence

April 2022

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1

General Information

1.0 GENERAL INFORMATION

1.1 INTRODUCTION

This document sets out the requirements for the provision of a main contractor for construction of [REDACTED] (also known as 'LSOC – Storage Expansion project'). This enquiry document has been prepared by the project management and cost consultant team at CBRE on behalf of the MOD.

The purpose of this document is for the selected Contractor to demonstrate to the MOD and the professional team that they have the appropriate experience, resources and approach to deliver this project.

1.2 PROJECT AIM

"To design and build a new strategic storage facility in [REDACTED] with a focus on an expedited schedule, without exceeding the financial limitations of the MOD's allocated budget, in an effective, efficient and sustainable manner which upholds MOD's reputation as a responsible logistics operator."

The project success factors will be defined by an optimised spend profile.

1.3 PROJECT DESCRIPTION

The MOD seeks a construction partner for construction of [REDACTED] at [REDACTED].

The aim of the MOD New Storage Infrastructure project is to deliver a rapid and cost-effective solution to meet the Authority's need for an improved strategic storage and distribution infrastructure in [REDACTED] in an effective, efficient and sustainable manner which upholds MOD's reputation as a responsible logistics operator.

Increasing investment in new equipment is placing significant demands on the storage network. It is proposed to build a new modern warehouse facility at the existing DE&S [REDACTED] site in [REDACTED]. It also represents an excellent opportunity to bring more of the defence estate into a high standard of environmental compliance whilst delivering significant improvement and contributing to net zero targets.

The proposal allows for the building and fitout of a 75,600m² warehouse. The facility consists of a single unit of 4 chambers including:

- 3 x 16,800m² chambers (including level access, dock levellers as appropriate).
- 1 x 25,200m² chamber (including level access, hanger door, gantry crane and dock levellers as appropriate).
- Provision of a new 60kn load bearing floor (current warehouse floors are 80 years old and only rated to 30kn)
- Canopies over the level access doors.

The design will include the following capabilities:

- Dock levellers
- Level access
- Hanger doors

- Rail lift on/off capability
- Gantry crane included for 1 chamber only
- Clear internal height of 15m
- PV panels to the roof
- Fire suppression sprinkler system is included to FM Global standard (high standard) included for roof & ability to expand to in-rack
- Standby power generator
- Weighbridge

Outline design and URD is provided within these tender documents. The preferred contractor is requested to provide pre-construction services as per the scope of service document included within these tender documents. This includes provision of design management services to drive the design team to a coordinated and compliant design to enable a lump sum offer to be submitted at the end of the second stage, aligning to the overall master programme.

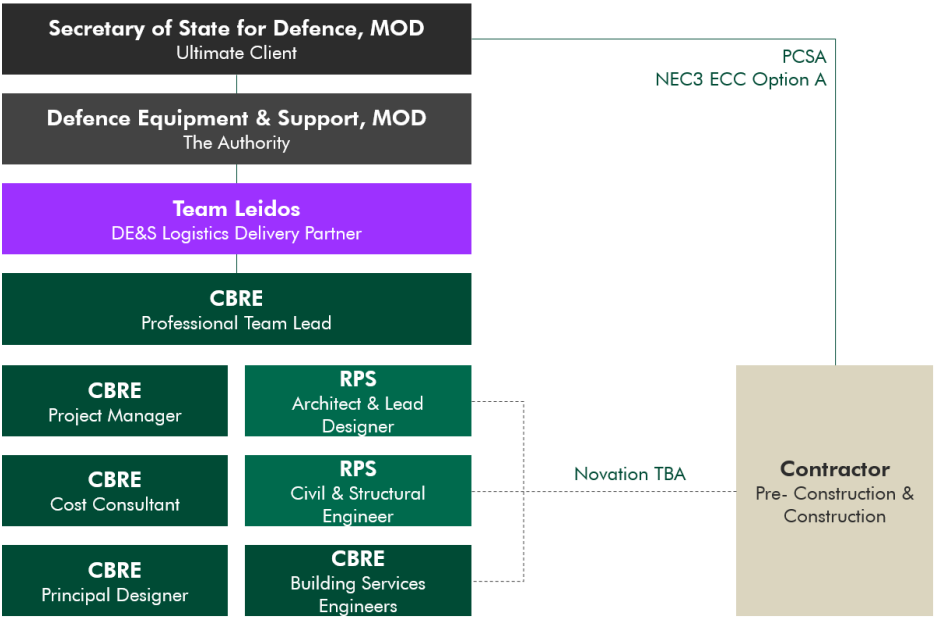
The relevant area of the site is currently subject to a separate demolition works project to be completed prior to the construction start of these works. Engagement with the demolition contractor will be required during the second stage to fully understand their scope of works and programme and advise on any scope gaps and if any advanced enabling works are required.

Site sensitivities mean that it would be useful to minimise site activities, number of personnel on site, and duration of the works on site. We therefore would seek to explore opportunities with the contractor to maximise the level of Pre-Manufactured Value (PMV) for the scheme.

1.4 PROJECT TEAM

The Project Team is noted below.

It is anticipated that the design team will be novated to the Contractor at the end of the second stage / upon execution of the building contract. This is to be confirmed with the preferred contractor during the second stage.



1.5 MASTER PROGRAMME

A copy of the Master Programme is included in '2c9'. The key project driver is speed of delivery to optimise the project spend profile. The preferred contractor will be tasked with identifying opportunities to accelerate the master programme and spend profile.

1.6 TENDER PROGRAMME

The proposed timescale for appointing a main contractor is as follows: -

Activity	Start	FINISH	DURATION
Expression of Interest	05 April 2022	12 April 2022	1 Week
Issue of Stage 1 Tender Documents	06 May 2022	-	Milestone
Tender Period	06 May 2022	Midday, 25 May 2022	2.5 weeks
Tender Launch Meeting	TBA		Milestone
Bid Clarification Deadline	-	18 May 2022	Milestone
Bid Submission Date	-	Midday, 25 May 2022	Milestone
Tender evaluation, report & approval	25 May 2022	24 June 2022	4 weeks
Post Tender Interviews	07 June 2022 (TBC)		Milestone
Notify Tenderers	24 June 2022		1 Day
Standstill	24 June 2022	04 July 2022	10 days
Commence PCSA Services	04 July 2022		Milestone

Project/tender timelines are subject to change based on client internal approvals.

In adjudicating the tenders, DE&S will place a high emphasis not only on the commercial content of responses but also on the qualitative content as well as the flexibility of the Tenderer to work with the project team to maximise the output whilst optimising value for money.

1.5 FRAMEWORK

The services and works are being procured using the Crown Commercial Services RM6088 Construction Works and Associated Services Lot 4.1 using the Further Competition route. This means that only those on the Commercial Agreement Lot can submit a bid in response to the published contract notice.

Contract Reference: CWAS-352-2022

1.6 OUTLINE PROCUREMENT STRATEGY

The project is to be procured using a two stage, design and build methodology. The preferred contractor is anticipated to commence pre-construction services at the beginning of RIBA Stage 3 prior to a planning application submission.

The contractor will be required to provide design management services through the 2nd stage to drive the incumbent design team to achieve the ambitious project timeline.

The client wishes to conclude the second stage as soon as practical based on a lump sum commercial offer. It is anticipated that this can be concluded based on RIBA Stage 3 / 3+ information.

1.7 FORM OF CONTRACT & CONTRACT DOCUMENTS

The building contract will be NEC3 ECC Option A with amendments. The payment terms will be 30 days from the date of invoice submitted for payment.

The contract drafting is yet to be completed and will be issued as a tender addendum. The tenderer shall confirm his agreement and acceptance to the main contract amendments and conditions included in this tender enquiry document. This will be the only opportunity to comment on these documents and Contractors will not be permitted to revisit and reopen issues later in the tender adjudication process. All commercial queries will be resolved prior to the return of your tender submission.

The Contractor will be required to provide warranties for the works from subcontractors and subconsultants in favour of the Employer. The proposed forms are currently being drafted and will be shared when available. The Contractor shall include for all costs associated with providing these warranties within this tender.

The Contractor may be required to enter into a performance bond to the value of 10% of the total cost of the works. A Parent Company Guarantee is required to be provided by the Contractor for the works. The proposed forms are set out within the Schedule of Contract Information.

1.8 SITE VISITS

Due to the secure nature of the site / facility, arranging a site visit during the tender process is unlikely to be possible however should you feel that this is essential to enable a tender return then please advise CBRE Tender Process Manager.

Attendees to site are requested to be BPSS cleared as a minimum.

1.9 BIM

BIM Level 2 will be implemented on the project. A copy of the client's EIR's are included in the *additional conditions of contract* to the template ECC NEC3 form of contract provided.

1.10 SUB CONTRACTOR PROCUREMENT

The Contractor shall obtain competitive tenders and/or procure quotations (minimum 3) and provide costs for all the elements of the Works on an open book basis and shall as and when required by the Employer promptly provide access to

and copies of any and all such information and correspondence exchanged between the Contractor and specialist sub-contractors to the project manager and cost consultant.

The Contractor warrants that sub-contractor's tendering for the Contractor's sub-contract packages of works shall provide to the Project Manager an original and identical copy of the specialist sub-contractors competitive tender and/or quotation and/or costs for the elements of the Works on the same date as the sub-contractor's submission to the Contractor.

1.11 CONFIDENTIALITY AND USE OF INFORMATION

The information contained in this document is proprietary to the MOD. The bidder, in consideration of being given this opportunity, agrees to treat all the information contained in this document as confidential to the MOD. The information is to be used by the bidder only for the purpose of preparing a response, will not be disclosed to third parties, and will be returned to the MOD upon request. The information in this document may not be used or shared with other parties for any other purpose, without first obtaining the MOD's written consent. The bidder may make copies of documents but is not allowed any relief from using the same standard of care in treating the information contained as MOD confidential material.

1.12 PRE-CONTRACT OBLIGATIONS AND UNDERSTANDING

Submission of a tender does not commit the MOD to reimburse the Bidder for any costs incurred in submission of this proposal. This includes costs for accomplishing studies or procuring goods or services for the preparation of your proposal.

All statements in this tender enquiry, and any pre-contract discussions, understandings and agreements resulting from this are preliminary; consequently, the MOD has no obligation to the bidder whatsoever until a formal written contract is executed. MOD is under no obligations to procure the goods or services for which the negotiations are conducted. Any costs incurred by the bidder before the execution of a formal written contract are at the bidder's sole expense.

MOD reserves the right to accept or reject any and all bidders at its sole and complete discretion. The initiation and continuation of any process is not a commitment MOD to retain any bidder or to purchase its goods or services.

In addition, MOD reserves the right to waive any requirements contained in this invitation to tender at its sole discretion with regard to proposals submitted.

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Instructions to Tenderers

2.0 INSTRUCTIONS TO TENDERERS

The Tender Process Manager is:

Liam Copsey

Associate Director, CBRE

The Tenderer shall treat the details of the Tender Documents as private and confidential.

Please note carefully the following instructions with regard to the submission of your tender. Failure to comply with the stated requirement may render your bid void.

Your tender should be sent by 12pm, 25th May 2022:

- We confirm that the submission of your tender electronically is acceptable and should be emailed to liam.copsey@cbre.com.
- Ensure that the entire contents of your tender submission is compressed and collated into a single .zip file prior to uploading. These must be saved in the following subfolders as directed in Attachment 1b How to Bid:
 - Qualification Submission
 - Technical Submission
 - Commercial Submission

The tenderer must bear in full all costs incurred in connection with the preparation of this tender, attendance at interviews and all such further input as may be required to enable an appointment to be made.

The form of tender shall be fully completed and signed together with a fully priced Preliminary Pricing Document in the excel format provided. Amounts shall be stated both in words and figures where and as applicable. The tender shall exclude Value Added Tax.

Tenders will not be accepted later than the date and time indicated. Extension of the tender date or time can only be authorised by the Employer.

Tenders received prior to the time of opening will be securely kept, unopened. No responsibility will be attached to the Employer for the premature opening of a tender not properly addressed or identified.

Tenders received after the designated deadline date and time may not be considered.

Telephone and written tenders will **not** be considered.

Any tenderer may withdraw his proposal, either in person or by written request, at any time prior to the scheduled closing time for receipt of proposal.

After the opening of tenders, proposals may not be withdrawn for a period of ninety (90) days from the date submitted and will be subject to the Employer's acceptance during that time.

All rates in this document must be expressed in pounds sterling and decimal parts of a pound to two places.

OFFICIAL-SENSITIVE COMMERCIAL

The need to resolve qualified tenders can lead to unacceptable delays in the award of Contracts and the cost of doing so (which bears on Contractors and the Employer alike) can be considerable. It is therefore in both your and the Employer's best interest to refrain from this practice.

You should therefore examine the Tender Document **IMMEDIATELY** upon receipt and bring to the Tender Process Manager's attention for resolution any point of doubt, or uncertainty of interpretation **WELL BEFORE THE DATE FOR RETURN OF TENDERS** (prior to 18th May 2022). Thereafter you should have no need to qualify your tender and savings in time and cost will be achieved. No subsequent claims for loss consequent upon the Tenderer's failure to comply with this clause will be entertained.

Contractors who fail to resolve such points and submit qualified tenders or separate letters containing qualifications may find their tenders passed over where the qualifications seem to the Employer to be unreasonable in the light of the requirements of this notice. Should the Tenderer wish to offer an alternative tender this should be dealt with separately to the submission of the compliant tender.

Tenders will not be considered unless the required documents are returned, and relevant information completed in full and returned within the specified time in the invitation letter.

The Employer reserves the right to accept or reject any or all tender proposals or to waive any irregularities or informalities in the tendering process or in any tender proposals received and may award a contract for any part of the Work, or as a whole.

The Tenderer is to include for all costs associated with the employment of labour and comply with the current Working Rule Agreement agreed with relevant trades in respect of all work people.

No unauthorised alteration shall be made to the Tender Document. The completed tender shall be deemed to comply entirely with the terms and requirements of the Tender Documents. Tenders not presented in the precise format outlined may not be accepted and will be considered cause for rejection of the tender.

Costs relating to any items that have not been priced will be deemed to have been included elsewhere in the tender.

No undertaking is given that tender will be accepted. Tenders not returned by the due date and time may not be considered.

The tenderer is to check the contents of the Tender Document including drawings, specifications and other information provided and is to request from the Tender Process Manager copies of any unclear and missing pages or items.

No subsequent claim for loss or extra costs will be entertained in consequence of the Tenderers failure to have due regard to all the requirements and responsibilities placed upon him in the whole of the Tender Document or accompanying documents or documents referred to in the Tender Documents.

OFFICIAL-SENSITIVE COMMERCIAL

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Tender Requirements

3.0 TENDER REQUIREMENTS

3.1 Tender Requirements

The Contractor is required to submit written proposals with this tender in which he describes his intentions in respect of and his response to the requirements set out below. The proposal shall be specific to the Project but can also contain generalised statements on the Contractor's operating policy and procedures.

The contractor is to ensure that he provides his submission in three volumes: -

- Volume 3a: Qualification
- Volume 3b: Technical
- Volume 3c: Commercial

3.2 Tender Compliance Checklist

To enable consistent evaluation of the tender submissions, it is advised that your submission should generally follow the logical order set out below.

VOLUME	REF / LOCATION	INFORMATION REQUIRED
3a Qualification	3a1	(Q1.1 – Q1.4) Key Participation Requirements
	3a2	(Q2.1 - Q2.2) Conflicts of Interest
	3a3	(Q3.1 - Q3.2) Information Only
	3a4	Statement of Non Collusion
3b Technical	3b1	(Q4.1) Pre Construction Management Structure and Experience
	3b1	(Q4.2) Construction Management Structure and Experience
	3b1	(Q4.3) Case Studies / Organisation Experience
	3b1	(Q5.1) Methodology
	3b1	(Q5.2) Risk Management
	3b1	(Q6.1) Social Value – Employment & Training
	3b1	(Q6.2) Social Value – Environmental
3c Commercial	3c2	(Q7.1) PCS Fee
	3c2	(Q7.2) Prelims
	3c2	(Q7.3) OH&P
	3c2	Completed Form of Tender

3.3 Tender Queries

The tenderer is to raise during the tender period any questions concerning the Tender Documents, particularly regarding matters that could be ambiguous, in conflict with each other, or where it is unclear whether something is or not to be included. Where and to the extent that this document conflicts with any reference documents, the Tender Process Manager will decide which document prevails. Any queries or discrepancies shall be reported for clarification via e-mail (not posted or faxed) to the Tender Process Manager.

The subject line should contain the following "██████ [company name] Tender Query".

Upon receipt the project will endeavour to respond within 3 working days, with responses being sent to all tendering contractors.

Any further clarifications to tender documents will be issued to all tenderers in the form of addendums to the tender documents.

The Employer will not be responsible for the authenticity or correctness of oral interpretations or for information obtained in any manner other than through written addenda.

3.4 Tender Addenda

Tenderers may, during the time allowed for tendering, be advised by written addenda of additions, deletions, or changes to the requirements of the tender documents.

It is intended that Addenda will be issued in a timely manner so as not to have an effect on the time required for the preparation of tender submissions. We will consider whether or not the proximity of additional information release to the tender submission deadline is best dealt with post-tender or if it can be managed during the process of mid-tender reviews.

Receipt of each addendum shall be acknowledged in writing and will be made part of the contract documents.

3.5 Post Tender Interviews/ Presentations

It is anticipated that post tender interviews (if required) will take place on 7th June 2022 however this may change. Please allow for face-to-face interviews in the Bristol area, however this may change.