

INVITATION TO TENDER:

SUPPLY, ELECTRICAL INSTALLATION & COMMISSIONING OF GENERATOR

**22nd August 2025**

**Closing Date for Tenders:**5pm, Friday 5th September 2025

**Contents**

A – Tender Documents

B – General Conditions

C – Completion of Tender Documents

D – Evaluation Guidance

**A TENDER DOCUMENTS**

1. **Introduction and Overview**

The National Coal Mining Museum (NCMM) is looking to appoint a contractor to supply, delivery, electrically install and commission a new standby generator at its Caphouse Colliery site.

* 1. The estimated value of the works is £40,000
	2. The proposed form of contract for the works is the NEC4 Short Contract.

1.3 Tenderers should note these timetable dates:

|  |  |
| --- | --- |
| EVENT | DATE |
| Issue of Tender Notice | NA |
| Publication of Tender | Friday 22nd August 2025 |
| Submission Deadline  | 5pm Friday 5th September 2025 |
| Evaluation of Tenders | By Tuesday 16th September 2025 |
| Contract Award – Issue of Contracts  | Friday 19th September 2025 |
| Contract Period | 4 Weeks |

* 1. The NCMME reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this tender process by notice to all Tenderers in writing.
	2. The NCMME may if necessary, extend the period for completing the award process.
	3. If the NCMME has not accepted a tender or awarded the contract within the specified period, then the tender shall remain in force without variation for the period of 90 days.
	4. Tenderers are required to complete and return one copy of this document, fully completed as their tender return.

**B GENERAL CONDITIONS**

1. **General**
	1. **Tenderers are required to complete and provide all information required by the NCMM in accordance with these Instructions for Tendering. Failure to comply with these Instructions for Tendering may lead the NCMM to reject a Tender.**
	2. These Instructions for Tendering shall not be included in any subsequent contract.
	3. Tenderers must assess and consider all the tender documents.
	4. Each Tenderer must obtain for himself at his own responsibility and expense all information necessary for the preparation of their tender submission. The NCMM will not bear any of the costs and expenses incurred by a Tenderer in producing and submitting his tender.
	5. An invitation to submit a Tender does not necessarily mean that a Tenderer has satisfied the NCMM regarding his ability to undertake the works specified. This will be for the NCMM to determine as part of its evaluation of the Tender.
	6. All information supplied by the NCMM in the Tender Documents shall be regarded as confidential to the NCMM. It must not be disclosed to any party, other than on an in-confidence basis to those who have a legitimate need to know, for the purposes of Tender preparation.
	7. If a Tenderer directly or indirectly canvasses any member or official of the NCMM concerning the award of the contract for the implementation of the Tender, it will be disqualified.
	8. Tenderers should immediately inform the NCMM if any parts of the works as defined in the tender documents cannot be tendered stating reasons for inability to tender.
	9. Tenders must include for all Works shown or described in the tender documents as a whole or clearly apparent as being necessary for the complete and proper execution of the Works.
	10. The Tenderer is responsible for obtaining copies of the Tender Documents and the documents contain all sections and pages in numerical sequence and are complete.
	11. The text of the Tender Documents and any other issued documents shall not be altered or otherwise qualified by the Tenderer unless expressly instructed, in writing, by the NCMM at any time before the date stated for submission of Tenders. Tenders containing unauthorised alterations or qualifications may be rejected.
	12. It is the Tenderer’s responsibility to check that he has allowed in his Tender for all works required.
2. **Clarifications and Addenda**
	1. Only information in writing issued by the NCMM will constitute a formal clarification of the documents.
	2. Every Tenderer must assess and consider the Tender Documents as soon as possible in the Tender period. Any query regarding the tender documents must be raised in writing through the email address john.tanner@ncm.org.uk
	3. Questions or requests for clarification from Tenderers to the NCMM will be treated confidentially when they do not have a material impact on the tender or when the NCMM agrees that there are legitimate commercial reasons for giving the additional information only to the Tenderer submitting the question. Otherwise, the questions asked and the answers given will be circulated to all Tenderers.
	4. Should any alteration or addition to the Tender Documents be deemed necessary by the NCMM prior to the date for return of the Tender, it will be electronically in the form of a numbered addendum to all the Tenderers by a person complying with clause 4.1:
* No such issues will be made within 2 **working days** prior to the date for return of Tenders or if an amended Tender Return date is notified, within 2 **working days** prior to the amended date for return of the Tender.
* Any such alteration or addition issued during the Tender period shall be recorded in the Tenderer’s offer and included in the Tender.
* Tenderers will be required to acknowledge receipt of any clarifications.
	1. The NCMM may extend the Tendering period by means of a clarification to the Tender**.**
	2. Any request for clarification or further information must come from the Tenderer only and no response will be given to any request from Sub-Contract Tenderers or Suppliers.
	3. Tenderers must raise any clarifications in relation to the contract documents, including collateral warranties, bonds and parent company guarantees in this time as well.
1. **Qualified Tender**
	1. Tenders must not be qualified, conditional, accompanied by statements, which could be construed as rendering them equivocal and/or placed on a different footing to other Tenders.
	2. Tenders containing unauthorised alterations or qualifications may be rejected.
2. **Alternative Offer**
	1. No alternative offer will be considered.
3. **Evaluation of Tender**
	1. Tender Evaluation criteria are included in this document.
	2. The Tenderer shall respond promptly to any requests by the NCMM for further information relating to its Tender to not delay the NCMM in completing its evaluation process.
	3. The NCMM will notify all Tenderers of the award decision based on the evaluation following its completion.
4. **Errors in Tender**
	1. If the NCMM suspects that there has been an error in pricing, the NCMM reserves the right to seek such clarification as it considers necessary from the Tenderer.
	2. It is the Tenderer’s responsibility to ensure that the Tender is arithmetically correct, prior to submission.
	3. Errors in pricing will be dealt with in accordance with JCT Tendering Practice Note 2017 – Alternative 2 is to apply (giving the Tenderer an opportunity of confirming offer or amending to correct genuine errors).
	4. Genuine errors are deemed to be the following;
* Errors of computation
* Patent errors in pricing.
	1. The Tenderer should enter a value, rate or price against every applicable item. Lump sums in respect of complete sections or consecutive items will not be accepted. Any item not priced will be deemed to be included in rates for other items elsewhere. The NCMM reserves the right to reject the tender if the conditions in this paragraph are not observed.
1. **Tender Acceptance**
	1. The NCMM is not bound to accept the lowest or any Tender.
	2. Tenders shall be submitted on the basis that they shall remain in force until the Project Delivery dates as set out in this document, i.e. between February 2026 and June 2026
	3. Acceptance of a Tender shall be in writing by a Designated Officer of the NCMM.
	4. The Tender, together with the NCMM’s written acceptance, shall constitute a binding agreement between a successful Tenderer and the NCMM.
	5. The Tenderer in submitting the Tender undertakes that in the event of his Tender being accepted by the NCMM he will, within fourteen days of being called upon to do so, execute a formal agreement with the NCMM. Failure by the Tenderer to execute a formal agreement within the time specified above will render the agreement voidable at the option of the NCMM at any time by notice in writing.
	6. The execution of any supplementary documentation such as collateral warranties, bonds, parent company guarantees will be expected to be completed in the same timescale.

**C COMPLETION OF TENDER DOCUMENTS AND SUBMISSION OF TENDER**

1. Completion of Tender Documents
	1. Tenderers are required to complete and return one copy of this document electronically via the details provided in clause 3.2.
	2. It is the Contractor’s responsibility to check that he has allowed in his Tender for all items included on the drawing(s).
	3. Tenders shall be submitted in English with prices in pounds sterling and exclusive of Value Added Tax (VAT).
2. Submission of Tender
	1. Submission of the Tender to the NCMM must only be made to the address provided in clause 3.2.
	2. Tenderers should upload their completed tender, no later than the date and time notified on the front sheet to this document or an amended return date and time NCMM as notified by the NCMM.
	3. The NCMM will not accept any claims from the Tenderer on the basis that there was insufficient time to upload the documents.
	4. The tenderer should retain proof of their submission for their own records. It is the contractors responsibility to ensure all files and documents submitted are received. Taking note of firewalls and file sizes in particular.
	5. The Tenderer should look to ensure the documents submitted for the tender are also stored on their own system for their records.
	6. Tenders will not be accepted after the stated deadline has passed. The NCMM will not accept any claims from a Tenderer on the basis that there was insufficient time to upload the documents.
	7. The maximum size for emailed documents is 10Mb. The system will also accept zipped or compressed files. Any number of files may be submitted providing that no individual one is larger than this. Please ensure that each document is clearly named with the name of your company and a title, which identifies what it is (i.e. Smith PLC - PQQ.doc, Smith PLC – appendix1.pdf). Please allow enough time for all lodgements to be made before the closing time. Files shall be in recognisable formats such as MS word, excel, project or pdf.
3. **Award Process**
	1. All Tenderers will be notified of the outcome. Tenderers will be notified simultaneously as soon as possible of any decision made by the NCMM during the tender process.
	2. Tenderers must not undertake work until written notification that they have been awarded the contract and are required to start work has been received. Note the project start date as set out above.
	3. Acceptance of the tender by the NCMM shall be in writing and shall be communicated to the successful Tenderer. Upon such acceptance, the Contract shall be thereby constituted and become binding on both parties (subject to formalities detailed within the letter) and, notwithstanding that, the Tenderer shall upon request of the NCMM execute a formal contract under deed in the form contained in the contract documents.
4. **Freedom of Information Act 2000 (FOIA)**
	1. The NCMM must follow the rules laid down in the Freedom of Information Act 2000. This Act gives anyone the right to ask for information held by the NCMM (including tenders received).
	2. If the NCMM does not consider it suitable to issue information, it can apply one or more of the exclusions under the Freedom of Information Act. Exclusions that are more likely to apply to contracts and the tendering process are those related to a company’s ‘commercial interests’ and ‘confidentiality’.
	3. The ‘confidentiality’ exclusions can only be used where there is a chance of legal challenge being taken against the NCMM for breaking the company’s confidence.
	4. If you consider that any of the information provided to the NCMM should be excluded from disclosure under the Freedom of Information Act, you must complete the exclusions schedule as part of the tender process, indicating the sections of your tender you consider should be excluded, the clause to be applied and your reason why. This exempt information will then be held separately as Reserved Information. Information that is agreed by the NCMM to be Reserved Information will be contained in a separate schedule to the Contract.
	5. Tenderers should be aware that requests for information under the Freedom of Information Act are considered individually and that the decision as to whether requested information would be disclosed lies solely with the NCMM.
	6. If you wish to find out more information about the Freedom of Information Act, then you will find the following website useful:

<http://www.legislation.hmso.gov.uk/acts/acts2000/20000036.htm>

1. **Confidential Nature of Tender Documentation and Bids**
	1. The tender documentation received shall be treated as private and confidential.
	2. Tenderers shall not disclose that they intend to submit a bid, or discuss the bid that they intend to make, or canvass for its acceptance other than with professional advisors who need to be consulted or any sub-contractors as appropriate. In particular bids shall not be canvassed or discussed with any other Tenderer or member or officer of the NCMM.
	3. Tenderers shall not at any time release any information concerning the Invitation to Tender or its documentation to the media.
	4. Tenderers shall not enter into any inappropriate agreement with third party fixing or disclosing prices, agreeing to refrain from tendering or offering inducement.
	5. Tenderers shall not commit any offence under the Prevention of Corruption Acts 1880 to 1916 or give any fee or reward, the receipt of which is an offence under Section 117 of the Local Government Act 1972.
	6. If a Tenderer does not observe all confidentiality terms the NCMM will reject the tender and may decide not to invite the Tenderer to bid for future work.
	7. The NCMM rejection of a tender will not prevent it from exercising appropriate civil remedies against a tendering Organisation nor will it prevent criminal proceedings by the appropriate authorities.

**D Evaluation Guidance– General**

* 1. Tender submissions must be returned in the format requested.
	2. The NCMM reserves the right to disqualify a Bidder’s submission if it has not been submitted in the format requested, or within the specified word limits.
	3. The NCMM reserves the right to clarify matters regarding a tender response with Bidders during the tender evaluation process. In the event of such clarifications taking place the NCMM shall take into account any information submitted by a Bidder by way of clarification.
	4. Bidders must ensure all tender submissions including supporting information are cross referenced to the relevant question to which they relate. Failure to do this will result in loss of marks if a response cannot be easily identified.
	5. Bidders are not to include general marketing or promotional material relating to the organisation in response to any of the questions, unless specifically requested to do so. Marketing and promotional material will not improve the Provider’s scores and will be discarded by the NCMM.
	6. The NCMM reserves the right to issue supplementary documentation and information at any time during the tender process to clarify any issue or amend any aspect of the information provided. All such further information issued during the tender process shall be deemed to form part of this process and, where applicable, shall supersede any information provided to the extent indicated in the supplementary documentation.
	7. Tenders will be assessed on a 70% price/30% quality basis.
1. **Evaluation Guidance– Quality**
	1. Bidders are required to submit responses to the Quality Questions in **Appendix A – Quality Response document**
	2. The weighting of each of the questions (both of out of 100% and then pro-rated in relation to the overall price/quality ratio) is shown below:

The weighting of each of the questions is shown below:

|  |  |  |
| --- | --- | --- |
| Question  | Criterion | Weighting % |
| Question 1 | Proven Approach & Experience | 15 |
| Question 2 | People & Resources | 15 |
| **Total Quality Weighting** |  | **30** |

* 1. The NCMM will use the following scoring criteria when evaluating all written tender responses:

|  |
| --- |
| **Scoring Matrix for Quality Criteria**  |
| **Score**  | **Judgment**  | **Interpretation**  |
| 5  | Excellent  | Exceptional demonstration of the relevant ability, understanding, experience, skills and resource and/or quality measures required to provide the services. Full evidence provided where required supporting the response.  |
| 4  | Good  | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the services. Majority evidence provided to support the response.  |
| 3  | Acceptable  | Demonstration of the relevant ability, understanding, experience, skills, resource, and / or quality measures required to provide the services, with some evidence to support the response.  |
| 2  | Minor Reservations  | Some minor reservations of the relevant ability, understanding, experience, skills, resource, and / or quality measures required to provide the services, with little or no evidence to support the response.  |
| 1  | Serious Reservations  | Considerable reservations of the relevant ability, understanding, experience, skills, resource, and/or quality measures required to provide the services, with little or no evidence to support the response.  |
| 0  | Unacceptable  | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the services, with little or no evidence to support the response.  |

* 1. The questions that will be scored against this matrix are quality questions 1 – 3.
	2. If any Bidder scores less than a 3 against any of the quality criteria questions in their written submission, it may no longer be considered.
	3. Bidders should note the word count included for each question and adhere to this. Where a response exceeds the word count evaluators will stop reading the response when the word count has been reached, so information provided beyond this will not be evaluated.
	4. The tender questionnaire submission will be scored by a Quality Evaluation Team, where each team member will independently mark the submissions. The final mark for each question will be a consensus mark of the evaluation team to arrive at the ‘Quality Points’ per question.
	5. The ‘weighted score’ achieved for each question will be added together to arrive at a total quality weighted score.
	6. The consensus score obtained for each question will be weighted according to the following calculation;

Weight of Question

       x Bidder Points Awarded

Max Points for Question

***Worked Example***

The following example has been allocated 10% quality weighting to the evaluation, in relation to question 1;

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Bidder | Weight of Question | Max Points for Question | Bidder Points Awarded | Bidder Weighted Score  |
| A | 10% | 5 | 5 | 10% |
| B | 10% | 5 | 4 | 8% |
| C | 10% | 5 | 3 | 6% |

1. **Evaluation Guidance Stage Two – Price**
	1. Tenders will be evaluated based on the costs submitted in **3.2 Priced Schedule of Work** for the cost of delivery for all the works specified.
	2. Bidders should enter a rate or price against every applicable item. The word 'nil' shall be deemed to have been entered against any item where the Bidder has left the rate or price column blank. It will be assumed that blanks, ‘nil,’ ‘included’ etc. means that the Bidder considers that money for that item has been allowed for elsewhere in the tender.
	3. The priced documents submitted by each Bidder will be checked for arithmetical and genuine errors.
	4. Any errors discovered will be dealt with in accordance with JCT Tendering Practice Note 2017 – Alternative 2.
		1. Each Bidder will be given the opportunity of either correcting genuine errors or standing by his tender.
		2. Each Bidder will be given the opportunity of either correcting genuine errors or standing by their tender. The Bidder would also be allowed to either amend the original tender and initial the changes or confirm the alterations in a letter.
	5. In addition to checking for genuine errors the tender will also be checked to determine if it is an acceptable tender by reference to:
* Compliance of the tender submission with the Instructions for Tendering,
* Compliance of the tender submission with the Specification
	1. The NCMM reserves the right to seek clarification and further information related to the responses to the above, as it considers necessary.
	2. **Unacceptably low bids** may not be accepted, subject to further checks and validation by the NCMM.
	3. If a tender is considered to be abnormally low the Bidder will be requested to provide a written explanation of the tendered price.
	4. A tender will be assumed to be unacceptably (abnormally) low if in comparison with the NCMM’s preliminary estimate and of all tenders submitted, it seems to be abnormally low by not providing a margin for a normal level of profit and the Bidder cannot explain the price on the basis of economy of the construction/delivery method, or the technical solution chosen, or the exceptionally favourable conditions available to the Bidder or the work proposed.
	5. If, having considered the Bidders written response, the NCMM still considers that a tender price should be regarded as abnormally low then the NCMM reserves the right to reject that tender.
	6. A tender may be **disqualified** if:
		1. The NCMM discovers any material or significant misrepresentation in the information already supplied or given by Bidders to the NCMM or on any documentation supplied with this tender; and/or;
		2. the documents required to be returned are incomplete; and/or;
		3. any documents where a signature is indicated as required are not duly signed; and/or;
		4. tenders received after the submission date and time given in the Instructions for tendering may be disqualified in accordance with the NCMM’s Contract Standing Orders; and/or;
		5. the NCMM discovers evidence of collusive tendering, canvassing or corrupt gifts.
	7. A tender will be rejected if that tender is:
		1. Priced by reference to other Bidders; or
		2. qualified, conditional or based on Bidders own proposals except where the NCMM has indicated that it is seeking proposals on specific matters; or
		3. it is for only part of the Works specified in the Specification;
		4. it is not compliant with the requirements of the Specification.
	8. If at any time during the evaluation process, the NCMM discovers that any information or documentation submitted by the Bidder is or appears to be incomplete or erroneous, or missing, the NCMM may (but shall not be obliged to) ask the Bidder to submit, supplement, clarify or complete the relevant information or documentation subject to the principles of transparency, equal treatment and non-discrimination.
	9. The tender priced submissions will be separately evaluated as part of the tender evaluation.
	10. The tender price submission will be independently evaluated by the Price Evaluation Team who will not only perform the evaluation of prices submitted in accordance with the formula below but will also check how the price bid has been structured in reflection of costs and services provided throughout the contract period e.g., overheads and profit are loaded to ensure early recovery in the contract.
	11. The lowest acceptable price will be awarded the maximum price score. All other Tenders will be awarded a score based on a calculation of the difference between their price and that of the lowest price.
	12. Each Tender will be awarded a score based on its relationship with the lowest priced Tender. The Tender with the lowest estimated cost will be awarded the maximum score available (i.e., the maximum score available for price stated in the tender.  Each of the remaining Tenders will be awarded a score on a pro-rata basis according to the following calculation:

Lowest Tender Price

         x % allocated for Price

Potential Providers Price

***Worked Example***

The following example has allocated 80% price weighting to the evaluation;

|  |  |  |  |
| --- | --- | --- | --- |
| Bidder | Bidder Price | Weight of Pricing | Bidder Weighted Score |
| A (Lowest Tender Price) | £100,000 | 80% | 80% (Maximum Price Score) |
| B | £125,000 | 80% | 64.00% |
| C | £150,000 | 80% | 53.30% |

No Bidder can be scored lower than zero for the price evaluation. Price will be scored to two decimal places.

**Appendix A**

|  |  |
| --- | --- |
| Q115% | Question: **'Set out, with reference to previously successful projects, that are comparable to this one (meaning the supply and electrical installation, including commissioning, of generators), how you will deliver this project successfully. Please make reference to the quality of the generators to be supplied (including manufacturer, model and specifications), communication with the Client team, effective site management and post-installation support.'** (*Maximum length of response to be 2 pages inclusive of any* images)  |
| Response: |
| Q215% | Question: **'Identify the key members of your team who will be responsible for the delivery of this project, and why with reference to their experience, qualifications and attributes, why they are suited for their roles. This must include at least 1) Your Project Lead/s, who is responsible for project management and client liaison 2) Your proposed Site Manager/Lead for the works.**(*Maximum length of response to be 2 pages inclusive of any* images)  |
| Response: |