

## **TCA 3/7/1008 (2022-2025) MCA MAST AND TOWERS MANAGEMENT CONTRACT**

### **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.**

#### **1. Communications During the Tender Process**

- 1.1 This opportunity will be managed via the Jaggaer tendering portal, if you are not registered in the Jaggaer system you must register via the link below:  
<https://dft.app.jaggaer.com>
- 1.2 This contract has been advertised on the Contracts Finder portal and Find a Tender service Portal.
- 1.3 Tenderers are welcome to ask questions about any aspect of the procurement process. Such queries should be addressed to the Procurement Team via the <https://dft.app.jaggaer.com> portal. The deadline for submission of queries is **17:00 15<sup>th</sup> February 2022**. In the interest of fairness, all non-supplier specific questions and responses will be made available via the Jaggaer procurement portal.
- 1.4 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.
- 1.5 Please ensure that you have read all documents before asking a question, as your query may already have been answered.
- 1.6 The MCA will inform all tenderers individually whether they have been successful in the tendering process.
- 1.7 Where deemed necessary the MCA shall require tenderers to explain the costs proposed in the tender where tenders appear to be abnormally low in relation to the service provided.

## **2. Submission of Tenders**

- 2.1 Please submit your response via the Jaggaer System <https://dft.app.jaggaer.com>
- 2.2 It is your responsibility to ensure that your tender is submitted no later than **11:00 on 22<sup>nd</sup> February 2022**. Your tender may be submitted before the due date, but all late tenders will be rejected.
- 2.3 You must ensure that your tender is completed, in English, with all prices in Pounds Sterling (exclusive of VAT) and is signed and dated where required.
- 2.4 You must not alter any of the MCA's tender documents.
- 2.5 You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price, in which case you may give your insurance company or brokers any essential information they ask for, if you do so in strict confidence.
- 2.6 You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- 2.7 You must not make any arrangements with anyone else about whether they should tender, or about their or your tender price.
- 2.8 Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.
- 2.9 You must include as part of your tender:
  - Completed Form of Tender, completed electronically within the Qualification envelope on Jaggaer;
  - Fully Completed Pricing Schedule, following the instructions within the Commercial envelope;
  - Details of requested Insurances (see General Conditions of Contract);
  - List of all proposed Amendments and Exceptions and/or confirmation that any amendments and exceptions have been incorporated.
- 2.10 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.

## **3. Canvassing and Collusive Tendering**

- 3.1 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.

#### **4. Group Bids**

- 4.1 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.

#### **5. Tender Offer**

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

#### **6. Tender Validity**

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

#### **7. Procurement Route**

- 7.1 This project will be tendered and generally administered based on a single stage process.
- 7.2 Following agreement of costs and programme the Contract Documents will be prepared, and a full Contract will be awarded.

#### **8. Confidentiality**

- 8.1 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

#### **9. Tender Acceptance**

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

## **10. Expenses and Losses**

- 10.1 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.

## **11. Qualifications**

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

## **12. Tender Costs**

- 12.1 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.

## **13. Trading Names/Invoicing**

- 13.1 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.

## **14. Access to Government Information**

- 14.1 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.
- 14.2 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).

## **15. Sustainability**

- 15.1 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.

## **16. Indemnity and Risk**

- 16.1 General Conditions for the supply of services insurance refers.

## **17. Audit of Premises**

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