

Contract for:
Construction of MCA store at
Tralair Business Park, Macduff, Aberdeenshire
MCA Ref: TCA 3/7/1157

Maritime & Coastguard Agency

The Maritime and Coastguard Agency (MCA) work to prevent the loss of life on the coast and at sea. We produce legislation and guidance on maritime matters, and provide certification to seafarers. The MCA provide a 24-hour maritime search and rescue service around the UK coast, and international search and rescue through HM Coastguard.

We are responsible for:

- the safety of everybody in a vessel in UK waters
- the safety of all seafarers on UK flagged vessels
- making sure all equipment on UK vessels is fit for purpose
- making sure all seafarers on UK vessels have correct documentation
- the environmental safety of UK coast and waters
- the accuracy of hydrographic data on UK charts
- overseeing coastal rescue volunteers, hydrographics, seafarer certification and the port state control inspection regime

Further details about MCA can be found at www.government/organisations/maritime-and-coastguard-agency

Background to this requirement

Objectives

a. Scope of Services

MCA is seeking a suitably qualified and experienced contractor to provide the services as detailed in the attached documentation. The works consist of site preparation and construction of a new portal framed facility comprising steel portal frame, concrete ground bearing floor slab, concrete block and composite wall construction, composite roof cladding, creation of internal store, tea prep and accessible toilet accommodation comprising, non-loadbearing plasterboard lined stud partitions installation of floor coverings, small power, space heating, along with site works.

MCA's Consultant, Graham + Sibbald shall perform the role of Contract Administrator for the project.

b. Outputs and Milestones

It is expected that the contract will be awarded in July 2020 with a start date targeted for August 2020 dependent on the Government advice with regards to the Covid-19 virus restrictions in place. Works are expected to be completed by the end of November 2020.

c. Fees and Costs

Rates and prices shall be deemed inclusive of all additional expenses howsoever incurred.

Fair Work Practices

The Maritime and Coastguard Agency encourages all suppliers to pay the Living Wage (as defined by the Living Wage Foundation www.livingwage.org.uk/) to their employees and to promote payment of the living wage throughout their supply chain.

Therefore, in order to ensure the highest standards of service quality in this contract we expect contractors to take a similarly positive approach to fair work practices as part of a fair and equitable employment and reward package.

Statutory Obligations.

The bidder shall be deemed to have acquainted themselves with, and comply with, all conditions likely to affect the execution of the Specification, including Health & Safety, Equality and Diversity and other regulations in force. No claim for additional payment shall be allowed on the grounds of any misunderstanding or misinterpretation due to lack of knowledge of the conditions, regulations or requirements.

Contract Duration & Budget Scope.

It is anticipated that the contract will be let for a period of 16 weeks, unless terminated in accordance with the provisions of the Contract Conditions. A 12-month rectification period shall apply from practical completion.

The successful supplier shall work with Graham + Sibbald (G+S) to agree monthly valuations of the works completed during the previous month on site. Invoices should be submitted to MCA by the supplier, but only will be paid when accompanied by an appropriate certificate for payment as issued by G+S. Payments will be made in accordance with the contract conditions.

MCA shall not be responsible for any delay in payment of the invoice where the invoice is not accompanied by the relevant certificate for payment.

Selection Criteria

Conflict of Interest

For any tender exercise it is essential that bidders do not have a conflict of interest which would prevent them from participating in the process and/or being awarded a contract. This could relate either to the situation at the bidding stage and/or during the ongoing management and delivery of any contract/s awarded.

Where a bidder is providing goods or services to MCA under another contract or framework agreement and a conflict situation is apparent, may become apparent, or may be perceived to be or become apparent, MCA reserve the right not to make an award under either the previous framework agreement, or this new contract. The decision as to whether a conflict situation is apparent, may become apparent, or may be perceived to be or become apparent, shall be at the sole discretion of MCA.

Bidders are required to state any known Conflict of Interests as part of this tender response. In addition, any changes to circumstances relating to Conflict of Interest must be declared to MCA as soon as an actual or perceived situation arises.

Conflict of interest relates to anyone involved in the management and/or delivery of the requirements including staff and/or sub-contractors. Interests may relate to MCA and/or a MCA client and/or be financial or non-financial. There is a particular risk in respect of financial interests and in this situation, there should be a presumption that the interest is material.

It is also worth considering situations when it would be appropriate to declare relevant interests of close family or friends (indirect interests). Close family includes spouse, live-in partner, parent, child, brother, sister and the spouses of any of these.

Bidders are required to be open and transparent about their interests and to always take advice if unsure and if in doubt to err on the side of caution. Recognition must be given to public perception when considering whether an interest is material such as not only whether your organisation will be influenced but also whether a member of the public, acting reasonably, would think that your organisation might be influenced (the public perception test).

There are no definitive timescales for considering whether an interest remains relevant and these should be considered on a case by case basis of the particular circumstances. MCA's Conflict of Interest Policy includes a general provision of a 12-month cooling off period which can be extended or reduced depending on circumstances. As noted above if bidders are in doubt as to whether a conflict is relevant a cautious approach is recommended including early disclosure and discussion with MCA. It should be noted that the final decision regarding materiality of a conflict rests with MCA.

Insurances

It is a requirement of this contract that you have in place any insurances etc as listed in the attached tender Preliminaries. Bidders will be required to maintain these insurances throughout the term of the contract and to supply to MCA, upon request, copies of the policies and evidence of premiums paid.

EMPLOYERS LIABILITY INSURANCE.

- Minimum £5,000,000 cover for each and every claim.

PUBLIC LIABILITY INSURANCE.

- Minimum £5,000,000 cover for each and every claim.

CONTRACTOR'S INSURANCE - INJURY TO PERSONS OR PROPERTY

- Insurance cover (for any one occurrence or series of occurrences arising out of one event): not less than £5,000,000.

Award Criteria

The Award Criteria are identified in the Evaluation Criteria table below.

When used collectively this provides evidence that the selected tender is the most economically advantageous to MCA. Tenders will be assessed on a ratio of Quality (30%) and Price (70%) and evaluated solely on the information provided.

Response

Your response must be submitted via email to contracts@mcga.gov.uk by the deadline of 12 noon on as per the following numbered sections using the headings as detailed in the Evaluation Criteria table below:

1. Conflict of Interest; you should confirm whether there any actual or potential conflicts of interest. If the answer to this question is 'Yes', please provide details and explain how you intend to avoid any such conflicts. Please note this information is required in order to assist MCA internally manage any conflicts of interest but may impact on eligibility.
2. Insurance/s; you should confirm you hold or commit to obtain any required prior to the start of the contract.
3. Understanding of this specific project requirements; include a short summary of your organisation in the context of our specific requirements and demonstrate how you are qualified to provide this service. This should include reference to similar previous projects relevant to this requirement.
4. Methodology and approach proposed: include details of how the objectives (including key tasks) will be delivered and managed. Identify the number of days proposed for each task and/or will be assigned to each member of personnel.
5. Specific expertise proposed: include details of the proposed management and delivery team used to undertake the work. This should include individual responsibilities, qualifications, skills and experience and ongoing quality assurance.
6. Assessment and mitigation (if required) of any risks and opportunities identified in managing and delivering the project.
7. A total fixed price for the contract including a fully completed Specification and Description of Works return.

No further information or marketing material should be submitted.

EVALUATION CRITERIA		Weighting
Selection	1. Conflict of Interest.	Pass/Fail
	2. Insurance	Pass/Fail
Quality	3. Understanding of this specific project	5%
	4. Methodology and approach proposed	10%
	5. Specific expertise	10%
	6. Risks and Opportunities	5%
Cost	7. Price	70%
	Total	100%

Tender Evaluation.

Your response to the Quality section of the Award criteria will be evaluated against the following matrix. Individual Panel member scores will be combined and averaged to produce a single score for each section. Scores are calculated in excel so are automatically rounded up or down to 1 decimal point.

4	Excellent - response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
3	Good - response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
2	Acceptable - response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.
1	Poor - response is partially relevant and poor. The response addresses some elements of the requirement but contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled.
0	Unacceptable - nil or inadequate response. Fails to demonstrate an ability to meet the requirement.

Your response to the Price section of the Award criteria will be evaluated using the method described below:

- The average price of all evaluated bids will be allocated a score of 50 points.
- 1 point is deducted from the score of each tender for each percentage point above the average (rounded up or down to the nearest one decimal point); and 1 point is added to the score of each supplier for each percentage point below the average (rounded up or down to the nearest one decimal point).

- The applicable price weighting is then allocated based on these points to obtain the final score.

On completion of the evaluation process, the supplier with the highest score will be selected and awarded the Contract. In the event of these scores being tied, the bidder with the highest price score (i.e. lowest price) will be selected.

Indicative Timescale

	Description	Date	Time
1	Tender advertised on Contracts Finder & Public Contracts Scotland	11 th June 2020	
2	Last date to submit tender clarification questions MUST be sent via email to: contracts@mcga.gov.uk with the following in the subject line: Questions TCA 3/7/1157 Macduff (and nothing else written in the subject line of the email)	25 th June 2020	12 noon
3	Tender submission deadline – tenders MUST be sent via email to: contracts@mcga.gov.uk with the following in the subject line: Tender TCA 3/7/1157 Macduff (and nothing else written in the subject line of the email)	9 th July 2020	12 noon
4	If Tender clarifications are required, they will be sent to individual Tenderers via email – Tenderers should be aware of any emails sent during this period and answer them promptly.	Between 9 th July & 22 nd July 2020	
5	Anticipated contract award date.	23 rd July 2020	

As part of the evaluation process, Tenderer(s) may be asked to respond to clarification questions regarding their proposal, via email. Tenderers must ensure they are able to respond promptly to such requests for information.

Tender Clarification Questions

Tenderers are welcome to ask questions about any aspect of the procurement process. Such queries should be emailed to: contracts@mcga.gov.uk and should have the following in the subject line: **Questions TCA 3/7/1157 Macduff** (and nothing else written in the subject line of the email). The deadline for submission of questions is 12 noon on 25th June 2020.

In the interest of fairness, all answers will be published on the Contracts Finder & PCS websites as a further attachment to the advertisements, unless clearly only relevant to one supplier. Answers to questions will not be individually emailed to tenderers, so you are strongly advised to keep up to date with any additional documents posted to each site.

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.

Contract Management

This contract will be administered by Graham + Sibbald on behalf of MCA to ensure that MCA's objectives are met. Regular progress meetings shall be scheduled on site at two-week intervals.

Tendering Conditions.

The works shall be awarded and governed under the terms of the SBCC/XQ/Scot Standard Building Contract with Approximate Quantities for use in Scotland, 2016 Edition.

All quotes are valid for a minimum of three months.

Under the Freedom of Information (Scotland) Act 2002, (FOISA) and the Environmental Information (Scotland) Regulations 2004 (EIRs) we may need to disclose and/or publish any information you send us. If you think that any of the information included in your tender is commercially sensitive or confidential please identify it and explain (in broad terms) what harm you think might result from disclosure and/or publication, why disclosure/publication might cause such harm and how long you think it is likely to remain so.

Any information identified as sensitive, should be included in an annex which sets out the reasons for sensitivity and the period of sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, confidential and/or restricted, it is entirely at our discretion to decide whether or not we are required to disclose and/or publish it under FOISA or EIRs.

The Scottish Information Commissioner does not regard bidders' price structures as being commercially sensitive information. Such information is therefore potentially subject to disclosure by MCA. MCA reserves the right to publish the details of those invited to tender.

Any interested parties are liable for their own costs relating to the tender process.