



Maritime &  
Coastguard  
Agency

The Maritime and Coastguard Agency (MCA) is an Executive Agency of the Department for Transport. The MCA is responsible throughout the UK for implementing and developing the UK Government's maritime safety and environmental protection policy. That includes co-ordinating Search and Rescue at sea through Her Majesty's Coastguard 24 hours a day, and checking that ships meet UK and international safety rules. The MCA work to prevent the loss of lives at the coast and at sea, to ensure that ships are safe, and to prevent coastal pollution: **Safer Lives, Safer Ships, Cleaner Seas.**

The MCA provides a full range of search and rescue, counter pollution, survey, inspection and enforcement activities and has 12 major business activities:

Survey	Seafarers' Services
Inspection	Search and Rescue
Enforcement	Pollution Response and Salvage
Ship Registration	Stakeholder Communication
Navigation Services	Ministerial Services
Strategic Prevention Design/Development	Regulatory Process

These activities are maintained by support services responsible for providing a range of administrative functions including; infrastructure, MCA people, financial management and administration and corporate management.

In accordance with the 2010 Equality Act, our capacity as a public body means we have a statutory duty to eliminate unlawful discrimination, promote equality of opportunity and promote good relations between people of different backgrounds. Contractors will be expected to ensure that the service they provide promotes good relations between the MCA and its customers and does not directly or indirectly discriminate on the grounds of any of the protected characteristics specified in the Act.

You are invited to submit a tender for the following project:

**MCA REFERENCE: TCA 3/7/1158**  
**REFURBISHMENT MCA DUNDEE**  
**STANNERGATE ROAD, DUNDEE, DD1 3LU.**

**Introduction**

1. You are invited to submit a tender for a single stage fixed price lump sum contract, for the refurbishment at MCA Dundee, at Forth Ports Plc, Stannergate Road, Dundee DD1 3LU. The works are outlined on the spreadsheet attached – Works Schedule.

The contractor must make due allowance in their tender for all costs associated with dealing with the implications of any restricted access, times for loading/unloading, including any out of hours working and deliveries required to complete the works with options against the requirements of the schedule.

No claim by the Tenderer for additional payment will be allowed on the grounds of any misunderstanding or misapprehension in respect of any such matter or otherwise or on the grounds of any allegation or fact that incorrect information was given to them by any person whether in the employment of the Employer or not, or of the failure on his part to obtain correct information, nor shall the Tenderer be relieved from any risks or obligations imposed on or undertaken by him under the Contract on any such grounds.

The Tenderer is deemed to have fully acquainted themselves with the tender documents and to have considered in their tender price, for all matters affecting the contract works.

**Implementation and Deliverables**

2. All works should be completed to a high standard, fit for purpose and in accordance with current British Standards, industry best practice and relevant Regulations for each work element. Tenderers are requested to provide details of a refurbishment project undertaken in the last 2 years which are similar to the subject of this tender, including name of client, nature of project and value.
3. All electrical work is to be undertaken by a NICEIC or equivalently accredited electrical engineer.
4. All waste arising from the works are to be disposed of by the contractor in accordance with relevant regulations. All disturbed surfaces must be made good.

5. The contractor is to pay the necessary fees to all associated sub consultants, i.e. building control etc.
6. All items listed on the Works Schedule are to include all sundry items required to fully complete their installation. All items are to be installed in accordance with manufacturer's guidelines
7. The final contract will include an agreed programme of works. Tenderers should provide a draft programme for the works in their submission.
8. The contractor should provide details of what they will include in their Method Statement, Risk Register, H&S Plan and Waste Management Plan and confirm this will be provided within 2 weeks of contract award.
9. The contractor is to provide a Health and Safety file incorporating O&Ms for the property, including copies of all Electrical Safety Test Certificates, maintenance/servicing information, building control certification, etc.
10. All works must be undertaken under the full remit of the CDM Regulations 2015; however, we do not anticipate that the project will be notifiable.

### Proposed Procurement Timetable

Description	Date
Tender published on Contracts Finder	23 <sup>rd</sup> June 2020
Viewing date to visit site	To be agreed
Deadline for tender questions: These MUST be sent via email to: <a href="mailto:contracts@mcga.gov.uk">contracts@mcga.gov.uk</a> with the following in the subject line: <b>Questions TCA 3/7/1158 Dundee</b> (and nothing else written in the subject line of the email)	17.00 14 <sup>th</sup> July 2020
Bid Submission Date and Time: These MUST be sent via email to: <a href="mailto:contracts@mcga.gov.uk">contracts@mcga.gov.uk</a> with the following in the subject line: <b>Tender TCA 3/7/1158 Dundee</b> (and nothing else written in the subject line of the email)	12.00 noon 20 <sup>th</sup> July 2020

Anticipated contract award	Friday 24 <sup>th</sup> July 2020
Start on site	To be agreed
Practical completion	To be agreed

### **Pricing Schedule / Activity Schedule**

11. The Tenderer should submit the completed Pricing Schedule Appendix C and the completed Works Schedule to supply and fit-out of the accommodation at Forth Ports Plc, Stannergate Road, Dundee DD1 3LU.
12. An Activity Schedule aligned to the Contractor's Programme will be required to be developed by the successful Tenderer, within two weeks of Award of Contract and will form the basis for payments.
13. The Tenderer shall provide additional cost information if required by the Department including breakdowns of cost headings to show how costs of individual items have been calculated. Such information is to be provided free of charge within 5 working days of the Employer's request.
14. Tenderers may supply any additional information they consider necessary to supplement their tender submission including any innovative solutions delivering better value for money.

### **Delivery**

15. Tenderers should state in their tender their lead time for commencing work and the expected time on site for completion of all works and handover to the MCA. The MCA will favour contractors that predict a short time on site completing the works in a timely manner and to the required standard.

### **Contract Data**

16. The Form of Contract will be a New Engineering Contract (NEC) Engineering and Construction Contract, Third Edition published in April 2013 (with amendments) for the Institution of Civil Engineers by Thomas Telford Limited, Thomas Telford House, 1 Heron Quay, London E14 4JD
17. Delay damages will be a penalty of 2% of the contract sum per week where works are delayed beyond the final agreed construction programme, unless previously agreed with the MCA Project Manager.

## Payment

18. Payment shall be made upon completion of all works in accordance with the agreed schedule and subject to the receipt of a valid and correctly submitted invoice. The MCA pays undisputed invoices 30 days in arrears.
19. All orders under the contract will be placed by means of the Department's official Purchase Order.
20. The Department will comply fully with statutory legislation on Late Payment on the basis of claims submitted by the successful tenderer

## Insurances

21. Tenders must provide details of their insurance cover for this type of work to include the following policies:
  - Employer's liability
  - Public liability

Applicants should note that it will be a condition of contract that the above insurances are in place. Failure to provide the minimum levels required will mean that your tender will not be considered further.

## Scoring of Tenders and Acceptance of Offers

The scoring criteria for the contract will be as follows:

### Evaluation Criteria

#### **Price Score represents 40% of Total Scores**

#### **Quality Score represents 60% of Total Scores**

	<b>Weightings</b>
Degree of understanding and management of requirement	50%
Details of Health & Safety compliance	30%
Previous experience of this type of project	10%
Innovative solutions leading to better value for money	5%
Evidence of policy and performance of Sustainability	5%

Criterion	Sub-Criteria	Criterion Weighting	Sub-Criteria Weightings
<b>Details of Employers and Public Liability Insurance cover</b>		<b>CRITICAL</b>	
<b>Price</b>		<b>40%</b>	
<b>Quality</b>		<b>60%</b>	
<b>Degree of understanding and management requirement</b>		<b>50%</b>	
	Detailed statement outlining proposed Programme of Works.		40%
	Delivery timeframe		30%
	Overall approach and management arrangements		20%
	Details of Method Statement, Risk Register, H&S Plan and Waste Management Plan to include confirmation of required delivery		10%
<b>Details of H&amp;S compliance</b>		<b>30%</b>	10%
	Accreditation details from registered bodies.		40%
	Meets requirement for Electrical Certification		20%
	Confirmation that the H&S file will be provided within 2 weeks of the works completing		20%
<b>Previous experience of this type of project</b>		<b>10%</b>	
	Case study details providing relevant experience		100%
<b>Innovative solutions leading to better value for money</b>		<b>5%</b>	
	Details of solutions leading to better value for money		100%
<b>Evidence of policy and performance of sustainability</b>		<b>5%</b>	
	Full evidence your organisation commits to good environment and sustainability practices		100%

## Quality Points

- 0 – Unacceptable - failed to address criteria
- 1 – Poor - major weaknesses in the response
- 3 – Satisfactory – deliverable but with some minor shortcomings
- 5 – Good – fully deliverable and includes all relevant supporting evidence

The score for each sub-criterion will be converted into a weighted percentage of the total score for the criterion it sits under, using the formula:

$$\text{Quality Score for the sub-criterion} = \frac{\text{Tenderer's Score}}{\text{Highest Quality Score Possible for the Sub-Criterion}} \times \text{Weightings}$$

Once all sub-criteria have been scored and weighted, the total weighted score for each Quality criterion will be calculated by:

$$\text{Weighted Score for the Criterion} = (\text{Total of the Weighted Scores for each sub-criterion}) \times \text{Criterion Weighting}$$

A final Quality score will be arrived at by adding up all weighted scores for overall criteria and multiplying by 0.6 (to represent the 60% weighting given to the Quality score overall).

Each element of the price will be scored according to the formula below, and the total price score arrived at by adding up the two weighted scores and multiplying by 0.4:

$$\text{Price Score} = \frac{\text{Lowest Price}}{\text{Each Tenderer's Price}} \times \text{Weightings}$$

Each supplier's total score will be:

$$\text{TOTAL SCORE} = \text{Total Quality Score} + \text{Total Price Score}$$

**THE MCA INTENDS TO AWARD THE CONTRACT TO THE HIGHEST SCORING TENDERER**