



Maritime &
Coastguard
Agency

Invitation to Tender

for

Contract for Newhaven Radio Site - Replacement Underground Electrical Supply Cable

Contract Reference: TCA 3-7-1462

Date: November 2023

Version: 1

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SCHEDULE

Schedule 1	Not Issued
Schedule 2	Requirements Specification
Schedule 3	Not Issued (Form of Tender forms part of Qualification Envelope)
Schedule 4	Selection (Qualification Envelope)
Schedule 5	Price (Commercial Envelope)
Schedule 6	Quality (Technical Envelope)
Schedule 7	Commercially Sensitive Information

MARITIME & COASTGUARD AGENCY	
TENDER FOR:	Contract for Newhaven Radio Site - Replacement Underground Electrical Supply Cable
CONTRACT REFERENCE:	TCA 3-7-1462
TENDER RETURN DATE AND TIME (TENDER DEADLINE):	23 rd November 2023 at 11:00

1. INTRODUCTION AND BACKGROUND

1.1 Introduction

The Maritime & Coastguard Agency (**MCA**) invites proposals for the above requirement described in the Specification.

This ITT contains further information about the procurement process, the Works, and what Tenderers are required to submit.

Each Tenderer's response (**Tender**) must fully comply with the instructions in this document including its Schedules and should be detailed enough to allow the DfT to make an informed selection of the most appropriate solution.

1.2 Background to the Requirements

The Maritime & 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 diverse 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.

The MCA's detailed technical and other requirements for this opportunity (Requirements) are set out in Schedule (Requirements Specification) and the Specification of Work.

The DfT's detailed technical and other requirements for this opportunity (**Requirements**) are set out in Schedule 2 **Error! Reference source not found. (Requirements Specification)**.

1.3 Contract term

The agreed final Programme of Works will determine the duration of the Contract period. It is a requirement that works start on site as soon as possible after the contract award date. The Defects period will be 12 months from the date of completion.

The anticipated start date on site is early December 2023.

1.4 Purpose and scope of this ITT

This ITT:

- Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
- Sets out the overall timetable and process for the procurement to Tenderers.
- Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
- Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
- Explains the administrative arrangements for the receipt of Tenders.

1.5 Clarifications about the Goods/Services or ITT

All clarifications relating to this ITT must be submitted through the Messaging system on the Department for Transport's (DfT) sourcing portal (Jaggaer).

The MCA will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the MCA's response to them on the e-tendering portal. If a Tenderer wishes the MCA to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the MCA, the clarification is not confidential, the MCA will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Works or this ITT is set out in paragraph 2 (**Timetable**).

Tenderers are advised not to rely on communications from the MCA in respect of the Goods/Services or ITT unless they are received in writing through the e-tendering portal Jaggaer.

1.6 Clarifications about the contents of the Tender

The MCA reserves the right (but is not obliged) to seek clarification of any aspect of a Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or may render the Tender non-compliant.

1.7 Additional Information

The following documents have been made available as part of the document set on Jaggaer:

Newhaven Electrical Schematic

Supply Cable Report

2. PROCUREMENT TIMETABLE

2.1 Key dates

This procurement will follow a clear, structured, and transparent process to ensure a fair and level playing field is always maintained, and that all Tenderers are treated equally.

The anticipated key dates for this Timetable are as follows:

Event	Date
Tender opportunity published	14 th November 2023
Deadline for receipt of clarifications	20 th November 2023 at 17:00
Deadline for receipt of Tenders (Tender Deadline)	23 rd November at 11:00Site Visit
Site Visit	TBC
Notification of contract award decision	w/c 27 th November 2023
Contract start and start of mobilisation period]	TBC
Target service commencement date	December 2023

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

2.2 Deadline for receipt of Tenders

Responses to this ITT must arrive in the manner prescribed under section 2.5 no later than the Tender Deadline.

Any Tender received after the Tender Deadline will not be opened or considered. The MCA may, however, in its own absolute discretion extend the Tender Deadline and, in such circumstances, the MCA will notify all Tenderers of any change.

2.3 A Site visit is an option and must be arranged in advance via the Jaggaer messaging system. Due to staff availability and operational reasons, we may not be able to accommodate visits on your chosen day and may need to change it.

2.4 Contract award

The MCA may award Contract(s) on the basis of a Tender submitted in accordance with the instructions below.

Contract award is subject to the formal approval process of the MCA. Until all necessary approvals are obtained, no Contract(s) will be entered into.

Once the MCA has reached a decision in respect of a contract award, it will notify all Tenderers of that decision

INSTRUCTIONS FOR TENDERERS

2.5 Formalities

All documents comprising the Tender must be completed and uploaded to the Jaggaer portal by the Tender Deadline.

The following requirements must be adhered to when submitting Tenders:

- Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents, clearly referenced.
- The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
- A table of contents must be provided.
- The Tender must be fully cross-referenced.
- A list of supporting material must be supplied.
- All prices must be submitted in pounds sterling, exclusive of VAT.

The Tender must state if you are registered for VAT and how this applies to the Goods/Services relevant to your Tender - for instance standard, reduced rate, zero, exempt or outside scope.

The Tender must be clear, concise, and complete. The MCA reserves the right to mark a Tender down or reject the Tender from the procurement if it contains any ambiguities, caveats, or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT and comply with any word counts or page limits specified. Tenders will be evaluated on the basis of information submitted in accordance with the MCA's instructions by the Tender Deadline.

2.6 Form of Tender

The Tenderer must complete the Form of Tender, found under the section heading in the Qualification envelope of the DfT Procurement Portal (Jaggaer).

2.7 Submission of Tenders

Each Tenderer must submit one Tender which fully complies with the instructions in this document including its schedules.

The Tender must operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the DfT in its own right.

2.8 Contract terms and conditions

The form of contract is the NEC3 Engineering and Construction Contract Main Option A – Lump Sum with Activity Schedule. The Contract Data section in the Form of Contract shall be replaced with the following contract data:

Defects Period

A defect period will apply which will be 12 months from completion of the works.

Delay Damages

Delay damages will be a penalty of 2% of the contract sum per week where works are delayed beyond the final agreed construction programme.

By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

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2.9 Documents forming the contract

[NOTE: The content of Schedule 1 should match the list provided below – even if, when you issue the ITT, some of the annexes referred to in Schedule 1 are simply by reference/bullet point/placeholder only]

The following documents shall form part of the Contract between the DfT and the Provider:

- Award Letter
- NEC3 Engineering and Construction Contract (Option A) Terms and Conditions and stated Z Clauses

- Requirements Specification (Schedule 2)
- Form of Tender (completed electronically under Qualification envelope)
- Tender Response to Qualification (Minimum Standards), Technical (Quality) and Commercial (Price) envelopes on the DfT Procurement Portal (Jaggaer)
- A list of commercially sensitive information if completed by the successful Tenderer (Schedule 7)

2.10 Consortia and subcontractors

The DfT requires all Tenderers to identify whether and which subcontracting, or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Provider.

For the purposes of this ITT, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the MCA.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Provider but envisage that one of their number will be the Provider, the remaining members of that group will be subcontractors to the Provider.

2.11 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither the MCA, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the MCA.

If a Tenderer proposes to enter into a Contract with the MCA, it must rely on its own enquiries and on the contract conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the MCA (or any other person) to enter into a contractual arrangement.

2.12 Confidentiality and Freedom of Information

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public authority, the MCA is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with the Government's transparency obligations, the MCA routinely publishes details of its contract(s) over the value of £10,000, including the contract values, the identities of its suppliers and the full contract.

The MCA shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA and the EIR as applicable, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests, and in accordance with the MCA's transparency obligations.

In light of the above, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer's competitive edge, has been clearly identified to the MCA in the template provided at Schedule 7 (Commercially Sensitive Information).

Any information a Tenderer provides at Schedule 7 (Commercially Sensitive Information) will be considered by MCA prior to any contract information is published or otherwise released, however Tenderers should be aware that MCA retains ultimate discretion to decide what information it may publish to comply with its transparency and legal requirements under FOIA and the EIR.

2.13 Information sharing within Government

All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. They report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice. For these purposes, the DfT may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive, such as specific bid information) submitted by the Contractor to the MCA during this procurement. The information

will not be disclosed outside Government. Suppliers taking part in this competition consent to these terms as part of the competition process.

2.14 Publicity

No publicity regarding the Goods/Services or the award of any Contract will be permitted unless and until the MCA has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the MCA.

2.15 Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the MCA or any employees or agents of the MCA in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the MCA or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the MCA and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the MCA.

2.16 MCA's rights

The MCA reserves the right to:

- Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the MCA;
- Seek clarification or documents in respect of a Tenderer's submission;

- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender or the tender process.
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process; and
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

2.17 Bid costs

The MCA will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the MCA.

3. TENDER RESPONSE AND EVALUATION

3.1 Introduction

This section provides guidance to Tenderers on how to bid. It provides an overview of what Tenderers must complete and submit as part of their Tender, the Award Criteria and Evaluation Criteria, the methodology which will be adopted by the MCA to evaluate those Tender responses, and the marking scheme that will apply to each question.

3.2 Award Criteria and Evaluation Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous Tender to the MCA.

The Award Criteria (**Award Criteria**) are:

- 60% Quality (Technical Envelope)
- 40% Financial / Price (Commercial Envelope).

Scores are arrived at following the application of the evaluation criteria (Evaluation Criteria) set out below and in Schedule 4 (Selection/ Qualification), Schedule 5 (Price/ Commercial) and Schedule 6 (Quality/ Technical).

Tenderers are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the MCA has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the MCA's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

3.3 Overview – Tender Response

The Tender response is broken down into the following:

Questionnaire	Document Title	Schedule of this ITT	Evaluation
1	SELECTION QUESTIONNAIRE:	Qualification Envelope on Jaggaer	PASS/FAIL
2	PRICE: COMMERCIAL ENVELOPE	Commercial Envelope on Jaggaer	SCORED
3	QUALITY: TECHNICAL ENVELOPE	Technical Envelope on Jaggaer	SCORED

3.4 Selection

- 3.5 Schedule 4 (Selection) contains the Qualification criteria/ Minimum Standards for this procurement. Tenderers must complete the response form under the Qualification Envelope in Jaggaer in response to the criteria.

If, after having evaluated each Tenderer's response to the Qualification criteria, the MCA determines that a Tenderer has not achieved a 'Pass' for each question marked as 'Pass/Fail' in accordance with the evaluation criteria set out, that Tenderer will be excluded from this procurement and the remainder of their Tender will not be evaluated further.

3.6 Pricing

- 3.7 Schedule 5 (Pricing) contains the Pricing Schedule for this procurement. This schedule is mirrored as a response form under the Commercial Envelope in Jaggaer, which Tenderers must complete in full as part of their bid. Schedule 5 is for information/ ease of reference purposes only, and Tenderers must not complete this as a document. MCA will only evaluate Pricing submitted using the response

form in Jaggaer and will discount any separate schedule submitted by the Tenderer.

- 3.8 Tenderers' responses to the Pricing Schedule will be evaluated in accordance with the process and criteria set out in Schedule 5 (Pricing).

Tenderers are strongly advised to read and understand the specific guidance provided in Schedule 5 (Pricing) before responding to it.

3.9 Quality

- 3.10 Schedule 6 (Quality) contains the Quality Questionnaire for this procurement. This schedule is mirrored as a response form under the Technical Envelope in Jaggaer, which Tenderers must use to respond to the criteria. Schedule 6 is for information/ ease of reference purposes only, and Tenderers must not complete this as a document.

- 3.11 Tenderers' responses to the Quality Questionnaire will be evaluated in accordance with the process and criteria set out in Schedule 6 (Quality).

- 3.12 Tenderers are strongly advised to read and understand the specific guidance provided in Schedule 6 (Quality) before responding to it.

3.13 Final Score

The Price Score will be added to the Quality Score to determine the final score for each Tenderer ("Final Score").

The Tenderer achieving the highest Final Score will proceed to Contract Award as detailed at section 2.3 above.

4. SUMMARY: DOCUMENTS TO BE SUBMITTED BY TENDERERS

- 4.1 The table below summarises the information that must be completed and returned as part of your Tender response.

Document	Instruction
Selection Questionnaire/ Qualification Envelope	Complete the response form under Qualification Envelope on Jaggaer, uploading all required evidence as attachments
Pricing Schedule/ Commercial Envelope	Complete the response form under Commercial Envelope on Jaggaer

Quality Questionnaire/ Technical Envelope	Complete the response form under Technical Envelope on Jaggaer, making sure any attachments are clearly referenced and attached under General attachments
Form of Tender	Complete the response form under Qualification Envelope
Commercially Sensitive Information Schedule*	Complete and attach under Qualification Envelope (General attachments) *optional for Tenderers