INSTRUCTIONS FOR TENDERING - SALVAGE CONTRACTS

Please read all the attached documents carefully, and seek guidance from those people named in the invitation to tender letter as appropriate if you have any queries.

1. CONFIDENTIALITY

1.1 All tender documents are PRIVATE AND CONFIDENTIAL.

1.2 Please note the following requirements, any breach of which will invalidate your Tender:

i. You must not tell anyone else, even approximately, what your proposed payment percentage is or will be, before the Contract is awarded. The only exception is if you need an insurance quotation to calculate your proposed payment percentage, you may give your insurance company or brokers any essential information they ask for, so long as you do so in strict confidence.

ii. You must not try to obtain any information about anyone else’s tender or proposed tender before the date on which the Contract is awarded.

iii. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price except where tenderers are considering joint or team bids which will be considered providing all participants to the discussions surrounding the bid are clearly stated in the tender response.

iv. Tender documents may not be transferred to anyone other than the firm named in the invitation to tender without the prior specific approval of the Authority in writing.

2. TRADING NAMES/INVOICING

2.1 Where invoices will be rendered by or payments are required to be made to an entity whose title differs in any respect from the title in which the tender is submitted, full details must be provided in a letter accompanying the tender. Successful tenderers who fail to provide this information at tender stage may experience delays in settlement of their account.

3. SPECIFICATION OF STANDARDS

3.1 Where reference is made to a British or other approved standard an alternative, but similar, product meeting the national standard of another Member State of the European Community or an international standard recognised in another Member State will also be acceptable provided either standard offers an equivalent guarantee of safety, suitability and fitness for purpose.

4. FORM OF TENDER

4.1. Tender(s) must be submitted on the Form of Tender, which must be completed and signed. All documents connected with the tender must be completed in English, fully priced and totalled. The documents should either be typed or completed in ink.

4.2 There should be no UNAUTHOURISED alterations or additions to any component of the tender documents. Prices etc may be altered by striking through the incorrect figures and inserting the correct figures above them. All alterations must be initialled.

4.3 In completing the above reference should be made to the Additional Information requirements at paragraph 15 below.
5. QUALIFICATIONS

4.1 Tenders must be submitted in accordance with the tender documents. The Authority may not consider any tender which is qualified by any terms or conditions of contract or general reservations however expressed.

6. INCOMPLETE TENDERS

6.1 The Authority may not consider tenders which do not contain all information and particulars requested.

7. PERFORMANCE

7.1 It will be assumed that performance and delivery of any reports will take place as specified in these documents. If so wished earlier performance may be offered as part of the tender.

8. ALTERNATIVE TENDERS

8.1 Alternative tender(s) may be offered involving modifications to the specified requirements, but will only be considered if accompanied by a tender based strictly on the tender documents. Alternative tenders must be free of qualifications as stated above at paragraph 6 and be fully priced to show clearly how and where costs differ from the primary tender. Technical queries should be referred to the officer nominated in the Invitation to Tender letter in order to ascertain what special criteria and requirements may apply in respect of the alternatives or modifications being contemplated. Any such approach will be treated in confidence.

8.2 Any alternative tender involving modifications to the specified requirements will be assessed on its merits and, if considered valid, may be accepted without recourse to re-tendering.

9. VALUE ADDED TAX (VAT)

9.1 VAT must be included where appropriate, but separately identified, in any breakdown of prices given.

10. SUBMISSION OF TENDERS

10.1 Tenders should be placed in a plain envelope using the enclosed label to arrive at the address shown on the label no later than the Tender Deadline. The Authority reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post, recorded delivery service, Datapost, or delivered by hand. The envelope, including the franking, and any associated paper work delivered with the tender envelope must not identify the sender.

10.2 In cases of urgency and ONLY WITH PRIOR SPECIFIC APPROVAL tenders can be sent by Fax. The following specific instructions apply:

   i. Prior specific approval must obtained from the Contracts Officer nominated in the Invitation to Tender.

   ii. Faxed tenders (the complete tender package excluding any material such as CV's and promotional literature etc that does not affect the offer) will only be admissible if received on the due date stated in the Invitation to Tender letter, between the hours of 0900 and the Tender Deadline.
iii. Faxed tenders are only admissible subject to the original tender documents being received within two working days for UK tenderers and five working days for overseas tenderers and being identical with the advance copies sent by fax.

10.3 When PRIOR SPECIFIC APPROVAL has not been obtained, any tender received by fax will be INVALID.

11. TENDER VALIDITY

11.1 Tender(s) should remain open for acceptance for a minimum of 60 days from the Tender Deadline or for such other period as may be specified by the Authority.

12. RIGHT TO ACCEPT PORTION OF TENDER; LOWEST OR ANY TENDER

12.1 Unless stipulated by the tenderer the Authority reserves the right to accept any part of the tender, without accepting the remainder. The Authority is not bound to accept the lowest or any tender or part thereof.

13. ADDITIONAL INFORMATION TO BE INCLUDED IN PROPOSALS

13.1 Tenderers should submit with their tender a project plan in the following format:

A. TECHNICAL

Provide technical details for the tenderer and technical details of sub-contractors who will be involved with either the survey and/or recovery operation(s) as follows:

i vessel(s) to be used for survey purposes and details of ownership of such vessel(s);

ii vessel(s) to be used for recovery operation and details of ownership of such vessel(s);

iii equipment to be deployed for survey and recovery and ownership of such equipment;

iv CV's of staff intended to undertake the survey and/or recovery operation(s);

v details of the tenderer's previous involvement with the salvage industry, including previous cargoes salvaged (include depths, recovery method and description of items recovered and on whose behalf each operation took place);

vi details of any quality assurance procedures operated and to what parts of the organisation they apply;

B. THE SALVAGE OPERATION

Provide details of:

i the extent to which research has been carried out, if location is not known to the tenderer. (Note - if location is known only to the tenderer, conclusive proof may be requested before this information can be taken into account);

ii proposed timetable for search and recovery;

iii proposed survey method;
iv proposed recovery method;

v proposals for sale of goods should recovery be successful, if known (Note - Contract Condition 4 shall take precedence).

C. FINANCIAL:

Provide financial details of BOTH the tenderer and any sub-contractors who will be involved with this Contract as follows:

i audited accounts, or reasons why they can not be provided;

ii full details of funding intended for use on this Contract;

iii a banker's statement confirming the value of funds set aside for use on this Contract;

D. COSTS

Provide full details of:

i costs related to purchase/hire of Capital equipment;

ii estimated search and locate costs broken down into daily and total cost;

iii estimated recovery costs broken down into daily and total cost;

iv agreed disbursements to sub-contractors;

v estimated value of possible recoveries;

vi breakdown of possible returns to all relevant parties.

14. NO CURE-NO PAY CONTRACT

14.1 Recovery of the Cargo shall be subject to a "No Cure No Pay" Salvage Contract, the Contractor being paid an agreed percentage of the Net Salvaged Value of any recovered Cargo.

14.2 It is to be noted that any No Cure No Pay Contract to be entered into following this tender exercise will not grant the Contractor exclusive rights regarding the salvage of Cargo from the vessel. The Authority reserves the right to issue one or more salvage contracts in respect of the Cargo. However it is not the Authority's current intention to enter into further salvage contracts with other parties in respect of the same Cargo during the term of any Contract entered into following this tender exercise. It is the Authority's current intention that it would only do so in the event of exceptional circumstances, for example, if there is a salvor already in possession prior to the Contractor locating the vessel.

14.3 Under the law of salvage, persons who are not parties to a salvage Contract of any sort with the owner of the Cargo, may nonetheless have certain rights to salvage Cargo from the vessel (for example, a salvor in possession). It is to be noted that any Contract entered into as a result of this tender exercise does not affect such rights.

15. CONSIDERATION

15.1 The Authority requires a payment from the Contractor in consideration for a Contract lasting for a finite period of time, usually 2 years. The tenderer should state on the Form of Tender
the duration he proposes for the Contract and this period should be multiplied by the amount required per year as set out in the Specification, to ascertain the sum payable. This must be paid to the Authority before award of the Contract. Monies paid are not refundable by the Authority in any circumstances.

15.2 Payment must be made, when requested, by credit transfer / banker’s draft, quoting the details below:

Bank of England, Threadneedle Street, London

Sort code 10-14-99
Account number 19750000

or by cheque payable to “Department for Transport”, which should be sent to:

XXXXXXXXXXXXXXXX
DfT
DCCP
Zone 5/09
Southside
105 Victoria Street
London SW1E 6DT.

16. INFORMATION

16.1 The Authority takes no responsibility for the accuracy of any information provided in connection with the vessel or this Contract. Tenderers shall be responsible for their own research and must satisfy themselves as to the vessel’s location, the conditions prevailing at the location and all other relevant matters.