



Maritime &  
Coastguard  
Agency

## **TCA 3/7/778- CONTRACT FOR THE PROVISION OF ISO 9001 STANDARD AUDIT AND CERTIFICATION SERVICES FOR THE MARITIME AND COASTGUARD AGENCY'S QUALITY MANAGEMENT SYSTEM**

### **INSTRUCTIONS ON SUBMISSION OF TENDERS**

1. 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.**

### **Communications During the Tender Process**

2. This contract has been advertised in the Official Journal of the European Union (OJEU) and on the Contracts Finder portal, and all communications with tenderers during the process will, as far as possible, take place via that portal. Tender documents, including the specification and documents for return with your tender, can be found in the 'Attachments' section of the Contracts Finder advertisement.
3. Tenderers are welcome to ask questions about any aspect of the procurement process. Such queries should be addressed to the Procurement Team at [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk), and should contain the reference number or title of the contract. The deadline for submission of queries is **midday on 5<sup>th</sup> June 2020**.
4. In the interest of fairness, all answers will be published on the Contracts Finder website as a further attachment to the advertisement, 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 the site.
5. 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.
6. The MCA will inform all tenderers individually whether or not they have been successful in the tendering process.

### **Submission of Tenders**

7. You should send your tender in a plain envelope, to the address on the Tender Label. It is your responsibility to ensure that your tender arrives at the address shown no later than **11am on 12th June 2020** (unless the date is subsequently amended in writing by the MCA). Your tender may be submitted before the due date, but **all** late tenders will be rejected.
8. You should submit **one** original and **one** copy (so marked) in hard copy format. Tenders must not be submitted by e-mail. The legal status of documents submitted by e-mail has yet to be clarified sufficiently to satisfy the Department's needs to ensure the integrity and probity of the Tender process.

9. The envelope and any other packaging or labelling should **not** identify the tenderer. (You should note that courier firms often put the sender's name and address on their outer envelopes).
10. Where multiple attachments bidders should submit a master list of documents listing everything that should be included in their bid.
11. No bids or additional bid documentation received after the deadline for submission will be considered, so submissions should be sent in good time prior this to allow for any postal issues.
12. The Authority will evaluate submitted bids only after the deadline for submission. It is estimated that the evaluation phase will take three weeks. While evaluating the Authority may pose clarification questions to the bidder, who should nominate in their submitted documentation a point of contact to resolve these. Please note, these questions are only intended to seek clarification on specific points identified in the submitted tender and are not an opportunity for the bid to be materially changed in any way.
13. When the Authority has identified the highest scoring bidder, it will notify all other bidders individually in writing that they have been unsuccessful, and the successful bidder of its intention to award the contract to them. A mandatory ten-day standstill period, required under EU procurement rules, will then be in effect prior to the actual awarding of the contract.
14. You must ensure that your tender is completed legibly, in ink or typed, in English, with all prices in Sterling (exclusive of VAT) and is signed and dated where required. Any manuscript amendments you make to your tender, prior to submission, must be initialled and preferably also noted separately.
15. You must include as part of your tender:
  - a. The MCA's Form of Tender, signed and dated by an authorised representative of the tendering organisation;
  - b. A completed Pricing Schedule showing full costs for your proposed solution (the MCA's template Pricing Schedule must be used and can be downloaded from Contracts Finder);
  - c. 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.
16. You must not alter any of the MCA's tender documents.
17. 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, provided that you do so in strict confidence.
18. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
19. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender response. (See also 'Group Bids' below).
20. Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.

21. You must not offer or give, or agree to give, to the MCA or any person employed by or on behalf of the MCA any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the contract, or for showing or refraining from showing favour or disfavour to any person in relation to the contract.

22. **Timescale for procurement and delivery**

Task Name	Date for completion
Drone Demonstrations ITT Publication	8 <sup>th</sup> May 2020
Return of ITT Responses	12 <sup>th</sup> June 2020
Evaluation of ITT Responses	12 <sup>th</sup> June 2020
Contract Award	10 days after the expiration of the standstill period

**Tender Requirement**

23. Please complete the Annex A – Selection Questionnaire.

**Group Bids**

24. The MCA welcomes tenders from groups/consortia of suppliers, each providing part of the specified requirement. 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.

**Tender Validity**

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

**Evaluation Criteria & Weighting**

26. Bids will be evaluated based on the Criteria and weightings set out below.

Evaluation Criteria	Weighting
Efficiency of implementation plan	10%
Quality and efficiency of audit plan	25%

Quality of audit report	25%
Available resources specific to this contract, this will include qualifications and experience of auditors (CV's)	25%
Proposed service level agreement including KPIs	15%
<b>Total</b>	<b>100%</b>

27. The Authority will safeguard all tenders received and open them once the tender deadline has expired.

#### **Award Criteria**

28. Tenders will be evaluated to determine which is the most economically advantageous using the following criteria and weightings and will be assessed entirely on the response submitted:

Criteria	Weighting
Quality	60%
Price	40%
<b>Total</b>	<b>100%</b>

29. Each response to the above criteria (except for Price) will be awarded a mark out of 5 in accordance with the following marking scheme:

- 5 - Proposal fully meets the requirement
- 3 - Proposal does not fully meet the requirement but is acceptable
- 1 - Proposal falls below the requirement
- 0 - Proposal is either inadequate or not addressed.

30. The marks awarded in accordance with the above table will then be adjusted in accordance with the weightings.

31. The MCA intends to award the contract to the supplier that receives the highest Total Score. Where two or more suppliers are tied on the highest Total Score, the contract will be awarded to the supplier with the highest Total Price Score.

32. You should note that: -

- a. The MCA reserves the right not to accept the lowest, or any, tender.

- b. The MCA reserves the right to accept any part of the tender without accepting the remainder.
- c. Acceptance of a tender/award of contract will be by written communication from the MCA.
- d. Where the tender process has been subject to the full EU Procurement Process, a mandatory 10-day standstill period must be applied between communicating the award decision to tenderers and awarding the contract.
- e. Complaints arising from the tender process should be directed in the first instance to the Procurement Team ([contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk)).

### **Tender Costs**

- 34. The Vendor should complete the price schedule, identifying the number of audit days proposed per annum and detailing the total cost of the contract, on an annual basis. Bids must include all associated costs, including travel and accommodation expenses which should be in line with MCA rates.
- 35. Bids should take account of the need to visit different locations, prepare reports and provide certificates for all main locations.
- 36. 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.

### **Trading Names/Invoicing**

- 37. 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.

### **Invoicing and Payments**

- 38. Payment shall be made upon service delivery in accordance with the 'General Conditions of Contract for the Supply of Goods and Associated Services, and subject to the receipt of a valid and correctly submitted invoice. The MCA pays undisputed invoices 30 days in arrears.
- 39. Contractors should note that the MCA has migrated its invoicing activity to the DfT Shared Service Centre (Swansea). Invoices should be sent to the address below and include a case reference number and transaction account code (to be assigned by the Agency). Invoices also need to detail the purchase order number issued by the MCA and a full description of items provided:

DfT Shared Service Centre  
Arvato Bertelsmann

Sandringham Park,  
Swansea Vale,  
Swansea, Wales,  
SA7 0EA

40. To avoid delays in payment of invoices, it is advisable that a draft invoice is submitted to the MCA's Business Improvement & Assurance Team (inclusive of a breakdown of charges) for initial approval prior to final invoice submission.
41. To further support swift payment of invoices, it is important that the invoices are compliant and that they include a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Customer contact (i.e. Contract Manager).
42. Non-compliant invoices will be sent back to you, which may lead to delays in payment. If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to [Acccounts.payable@mcga.gov.uk](mailto:Acccounts.payable@mcga.gov.uk) or by telephone on 020381 72261 between 9am and 5pm Monday to Friday.

#### **Access to Government Information**

43. 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.

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).

#### **Conflicts of interest**

42. Bidders' written proposals must disclose any potential conflicts of interest.

Bidders should assess any potential conflicts of interest. They should include a clear statement which:

- Explicitly sets out that there is no conflict of interest, or sets out any existing conflicts of interest, either real or perceived, for their firm in relation to this Statement of Requirement;
- Provides full details of proposed risk management arrangements (e.g. segregation of staff and security of information); and
- Provides a clear description of how any subsequently arising conflicts would be dealt with.

### **Conflicts of interest are assessed on a pass/fail basis**

- 43. The Department will discuss any conflict of interest issues that have been disclosed by each Bidder.
- 44. The Department will decide whether any internal management processes and controls that Bidders have in place are satisfactory.
- 45. Bidders will be ruled out of the competition if, in the Department's view, there is a conflict of interest which could compromise the delivery and integrity of the contract, or if the arrangements to deal with a future conflict of interest arising offer insufficient protection for the Department.

### **General Data Protection Regulation (GDPR)**

- 46. The supplier will be expected to have and demonstrate compliance with the new EU General Data Protection Regulation and its six data processing principles, as well as ensuring the rights of data subjects (processed on behalf of the MCA) are protected.
- 47. The MCA, as 'Data 'Controller', will provide the supplier with the relevant data handling information and instructions in order to carry out the survey. As a 'Data Processor' the supplier will be expected to demonstrate how personal information is accessed, stored, used, corrected and retained/destroyed for the purpose of the survey.
- 48. The type of data provided to the Data Processor will be classified as OFFICIAL under the Government Security Classification Scheme, see below. Transfer of personally identifiable information must follow the protocols of secure transfer (as described by the Information Commissioners Office) if being sent via the public internet.

### **Security**

- 49. The successful bidder will be expected to take all appropriate measures to ensure that confidential or sensitive material is not disclosed, in accordance with the Contract Terms and Conditions, and will be expected to sign a Non-Disclosure Agreement on award of contract.
  - a. The supplier shall complete the Cabinet Office Statement of Assurance questionnaire and provide sufficient detail so that the MCA can determine the suppliers approach to security and the application of proportionate controls.  
<https://www.gov.uk/government/publications/government-supplier-assurance-framework>
  - b. The service provider must also recognise and understand the Government Security Classification policy and the classification of information.  
<https://www.gov.uk/government/publications/government-security-classifications>
  - c. The service provider shall explain how they will dispose of/destroy any personal information collected during the life of the contract.

- d. Additionally, please can you clarify how Government and industry best practice will be met in the design and implementation of system components, including network principles, security design principles for digital services. Included are a number of applicable links for reference. Further guidance can be found on the National Cyber Security Centre's website.
- f. Following the National Cyber Security Centre's (NCSC) Secure design principles for digital services: <https://www.ncsc.gov.uk/collection/security-design-principles-digital-services-main>
- g. Ensuring applications meets Level 2 of the OWASP Application Security Verification Standard:  
[https://www.owasp.org/index.php/Category:OWASP\\_Application\\_Security\\_Verification\\_Standard\\_Project#tab=Downloads](https://www.owasp.org/index.php/Category:OWASP_Application_Security_Verification_Standard_Project#tab=Downloads)
- h. Ensuring service administration architectures follow NCSC principles:  
<https://www.ncsc.gov.uk/guidance/systems-administration-architectures>
- i. The security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at  
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

#### **Point(s) of Contact**

- 50. For the purpose of this procurement exercise, all queries/questions should be directed to [contracts@mcga.gov.uk](mailto:contracts@mcga.gov.uk) and should contain the reference number or title of the contract.