# INSTRUCTIONS ON SUBMISSION OF TENDERS

# TCA 3/7/1060

**Implementation of the Search and Rescue Planning (SARP) Application**

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**

1. This contract has been advertised on the OJEU 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 OJEU advertisement.
2. Tenderers are welcome to ask questions about any aspect of the procurement process, or clarification of the specification. Such queries should be addressed to the Procurement Team at contracts@mcga.gov.uk, and should contain the reference number or title of the contract. The deadline for submission of queries and questions is by **COP on Friday 11th January 2019. Responses will be issued** as a further attachment to the advertisement, unless clearly only relevant to one supplier. **Answers to questions will not be individually emailed to tenderers**, they will be posted as amendments to the OJEU advert so you are strongly advised to keep up to date with any additional documents posted to this site.
3. Please ensure that you have read all documents attached to the OJEU advert before asking a question, as your query may already have been answered.
4. The MCA will inform all tenderers individually whether or not they have been successful in the tendering process.

**Submission of Tenders**

1. 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 **11:00 a.m. on Friday 18th January 2019** (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.
2. 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.
3. 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).
4. 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. Correction fluid must not be used.

12. You must include as part of your tender:

1. **The MCA’s Form of Tender** signed and dated by an authorised representative of the tendering organisation ensuring full completion;
2. **A completed Pricing Schedule** showing full costs for your proposed solution. A Pricing schedule is included as part of this tender pack in 4.18 of the specification document.
3. Prospective tenders should respond to each of the following specification criteria outlined in Section 3, Solution Requirements and Section 4 Managed Services of the attached specification document:
* Functional Requirements – Maritime
* Functional Requirements – Aeronautical
* Non-Functional Requirements – Commercial
* Non-Functional Requirements - Solution Overview
* Non-Functional Requirements - Foundation Features
* Non-Functional Requirements - Delivery Approach
* Non-Functional Requirements – Integration
* Non-Functional Requirements - Software Development
* Non-Functional Requirements - Quality and Governance
* Non-Functional Requirements – Personnel
* Managed Service – Requirements
* Managed Service - Key Performance Indicators
* Managed Service – Incident Management
* Managed Service – Problem Management
* Managed Service – Service Level Management
* Managed Service – Capacity Management
* Managed Service – Availability Management
* Managed Service – IT Service Continuity Management
* Managed Service – Information Security Management
* Managed Service – Vulnerability Management
* Managed Service – Supplier Management
* Managed Service – Change Management
* Managed Service – Release and Deployment Management
* Managed Service – Service Validation and Testing
* Managed Service – Service Reviews
1. The responses should be clear and concise and address each of the specification ID’s. Responses should follow the order in which the requirement is set out. This helps us to fully evaluate the tenders.
2. Indications of levels of compliance and ability to meet the full set of requirements will therefore be required. You should provide a well-presented, easy to understand proposal, providing relevant and appropriate information demonstrating your understanding of the requirement.
3. A statement of how your proposed solution promotes sustainable procurement. You must ensure that any environmental claim you make is fully in accordance with the Green Claims Code - this is available on the sustainable development website:

<https://www.gov.uk/government/publications/make-a-green-claim/make-an-environmental-claim-for-your-product-service-or-organisation>

Although you may have this information available on the internet or on printed literature, to assist the MCA with the evaluation process it is **essential** that the responses be provided in the order set out above.

1. **General Data Protection Regulation (GDPR)**
2. 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.
3. 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.
4. The type of data provided to the Data Processor will be classified as OFFICIAL under the Government Security Classification Scheme, see g. 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.
5. **Security**
6. The service provider must be able to demonstrate compliance with the principles as set out in the in the Cabinet Office HMG Government Security Policy Framework <https://www.gov.uk/government/publications/security-policy-framework>
7. 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>

1. 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>

1. The service provider shall explain how they will dispose of/destroy any personal information collected during the life of the contract.

i. 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.

1 following the National Cyber Security Centre’s (NCSC) Secure design principles for digital services: <https://www.ncsc.gov.uk/guidance/security-design-principles-digital-services-main>

2 following NCSC Architectural Pattern for Serving Web Content. <https://www.ncsc.gov.uk/guidance/serving-web-content-architectural-pattern-10>

3 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%3AOWASP_Application_Security_Verification_Standard_Project#tab=Downloads)

4 ensuring service administration architectures follow NCSC principles: <https://www.ncsc.gov.uk/guidance/systems-administration-architectures>

5 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>

1. You must not alter any of the MCA’s tender documents.
2. 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.
3. You must not try to obtain any information about anyone else’s tender or proposed tender before the date of contract award.
4. 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).
5. Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.

**Alternative Tenders**

1. If you wish you may tender on the basis of an alternative specification, but if you do this then you must also submit a separate, primary, tender based strictly on the MCA’s specification. Alternative tenders must be fully priced to show clearly how and where costs differ from the primary tender. You should also note that the MCA reserves the right to accept an alternative tender without recourse to re-tendering.

**Tender Validity**

1. The MCA will assume that your tender will remain open for acceptance for a minimum of 60 calendar days from the Tender Deadline.

**Scoring of Tenders and Acceptance of Offers**

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

## **21 Evaluation Criteria**

Each response listed within “Table 4.19 – Compliance Statement Template” will be evaluated against our list of requirements and overall value for money, the weight between Requirements fulfilled and Cost will be split as follows:

**60% Requirements**

**40% Cost**

The **Requirements** section is further subdivided into three sub-sections ‘Functional Requirements’ (section 3), ‘Non-Functional Requirements’ (section 3) and ‘Managed Service’ (section 4). The scores for each of these sub-sections are weighed as follows:

**Description Weightings**

Functional Requirements 40%

Non-Functional Requirements 40%

Managed Service 20%

**o process for awarding the contract will be as follows:ng part of the tenderered requirement.**

Compliance with the Quality including Sustainability together make up the Quality section of the scoring, which will be worth 60% of the overall score with Price receiving the other 40%.

1. The method of scoring all tenders will be:
	1. A score between 0 to 5 will then be assigned to each requirement as described in The Requirements, Table 4.19 – Compliance Statement Template of the Specification document, according to the scheme below:

| SCORE | DESCRIPTION |
| --- | --- |
| 0 | Does not meet the requirement. |
| 1 | Major weaknesses in the response |
| 3 | Minor weaknesses in the response or detail missing |
| 5 | Satisfactory response that fully meets the requirement and includes all relevant supporting evidence. |

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

**Quality Score represents 60% of the Total Score**

Quality Score = \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ x Weightings

 Highest Quality Score Possible for the Criterion

**Quality Points**

However, as not all requirements are equal in their importance, each score will then be multiplied by a factor representing the importance of the requirement

|  |  |  |
| --- | --- | --- |
| Weighting/score | Criteria | Description |
| 4 | Mandatory | A must have requirement that **must be fulfilled** for the response to be considered. |
| 3 | High | A highly desirable, should have, requirement which the response should make best endeavours to fulfil |
| 2 | Medium  | A desirable, could have, requirement sought by the Agency which could be traded for a High priority requirement if the two prove mutually exclusive. |
| 1 | Low | A ‘nice-to-have’ requirement which should be the first choice for trading if necessary. |

**Cost** will be split between the supply and installation of the software, and the managed service, with each cost weighted at 40% of the available score. Both criteria will be scored using the following calculation.

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

**Cost Score = (100 (Lowest Bid cost)) x Weighting**

 **Each Bidder’s Cost**

c. Each supplier’s total score will be:

 **TOTAL SCORE = Total Quality Score + Total Price/Cost Score**

The MCA intends to award the contract to the tenderer that receives the highest Total Score.

**You should note that: -**

1. The MCA reserves the right not to accept the lowest, or any, tender.
2. The MCA reserves the right to accept any part of the tender without accepting the remainder.
3. Acceptance of a tender/award of contract will be by written communication from the MCA.
4. 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.
5. Complaints arising from the tender process should be directed in the first instance to the Procurement Team (contracts@mcga.gov.uk). If you are still aggrieved by the outcome then please contact the Crown Commercial Service customer service desk, at supplier@crowncommercial.gov.uk.
6. No work is to be started before the formal contract award letter has been received from the MCA and accepted by the contractor**.**

**Tender Costs**

24 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**

25 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.

At the start up meeting, any stage payments will be agreed and linked to milestones and deliverables.

Payment shall be made upon satisfactory delivery of the report in accordance with the requirement, and subject to the receipt of a valid and correctly submitted invoice. The MCA pays undisputed invoices 30 days in arrears.

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**

**Access to Government Information**

26 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).