



Maritime &
Coastguard
Agency

TCA 3/7/1211 CONTRACT FOR THE PROVISION OF BILL VALIDATION AND BUREAU SERVICES

INSTRUCTIONS ON SUBMISSION OF TENDERS

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.**

1. Communications During the Tender Process

- 1.1 This opportunity will be managed via the Jaggaer tendering portal, if you are not registered in the Jaggaer system you must register via the link below:

<https://dft.app.jaggaer.com>

- 1.2 This contract has been advertised on the Contracts Finder portal.
- 1.3 Tenderers are welcome to ask questions about any aspect of the procurement process. Such queries should be addressed to the Procurement Team via the <https://dft.app.jaggaer.com> portal. The deadline for submission of queries is **17:00 26th August 2021**. In the interest of fairness, all non-supplier specific questions and responses will be made available via the Jaggaer procurement portal.
- 1.4 Tenderers may request that their Clarification Question and its response as “commercially sensitive”. Any such requests must be made clear at the time of submission of the Clarification Question. If it is considered that the answer to the Clarification Question is on a confidential basis, it will be done so. If it is considered that the answer to the Clarification Question is not on a confidential basis, it will notify the applicant of its decision and that applicant will have the opportunity to either withdraw the Clarification Question or accept that the Clarification Question and the response will be circulated to all potential tenderers who have expressed an interest in the competition.
- 1.5 Please ensure that you have read all documents before asking a question, as your query may already have been answered.
- 1.6 The MCA will inform all tenderers individually whether they have been successful in the tendering process.
- 1.7 Where deemed necessary the MCA shall require tenderers to explain the costs proposed in the tender where tenders appear to be abnormally low in relation to the service provided.

2. Submission of Tenders

- 2.1 Please submit your response via the Jaggaer System <https://dft.app.jaggaer.com>

- 2.2 It is your responsibility to ensure that your tender is submitted no later than **11:00 on 1st September 2021**. Your tender may be submitted before the due date, but all late tenders will be rejected.
- 2.3 You must ensure that your tender is completed, in English, with all prices in Pounds Sterling (exclusive of VAT) and is signed and dated where required.
- 2.4 You must not alter any of the MCA's tender documents.
- 2.5 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.
- 2.6 You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
- 2.7 You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price.
- 2.8 Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.
- 2.9 You must include as part of your tender:
- Completed Form of Tender, signed and dated by an authorised representative of the tendering organisation;
 - Fully Completed Pricing Schedule
 - Details of requested Insurances
 - List of all proposed Amendments and Exceptions and/or confirmation that any amendments and exceptions have been incorporated
- 2.10 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.

3. Canvassing and Collusive Tendering

- 3.1 Any Tenderer who directly or indirectly canvasses any employee of the Department concerning the preparation of tenders or the award of the contract for provision of the services will be disqualified.

4. Group Bids

- 4.1 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.

5. Tender Offer

- 5.1 The Tenderer is to provide a tender offer based on the tender documents and information received.

6. Tender Validity

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

7. Procurement Route

- 7.1 This project will be tendered and generally administered based on a single stage process.
- 7.2 Following agreement of costs and programme the Contract Documents will be prepared, and a full Contract will be awarded.

8. Confidentiality

- 8.1 Each party:
- (i) Shall treat as confidential all information obtained from the other party under or in connection with the tender;
 - (ii) Shall not disclose any of that information to any third party without the prior written consent of the other party, except to such persons and to such extent as may be necessary for tender purposes; and
 - (iii) Shall not use any of that information otherwise than for the purpose of tender analysis

9. Tender Acceptance

- 9.1 The Department is not obliged to contract with any party responding to this enquiry or to accept the lowest or any tender submitted.

10. Expenses and Losses

- 10.1 The Department will not be responsible for or pay any cost, expenses or losses which may be incurred by any Tenderer in preparing its tender or arising out of site visits or any presentations that may be required.

11. Qualifications

- 11.1 The Tenderer shall submit a clean unqualified tender. Any qualified proposals should form separate alternative proposals as appropriate.

12. Tender Costs

- 12.1 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.

13. Trading Names/Invoicing

- 13.1 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.
- 13.2 Payment are subject to the receipt of a valid and correctly submitted invoice. The MCA pays undisputed invoices 30 days in arrears.
- 13.3 Please send invoices to our Shared Service Centre in Swansea electronically to: SSa.invoice@sharedservicesarvato.co.uk
- 13.4 To further support swift payment of invoices, it is important that the invoices are compliant and that they include a valid PO Number, and the details (name and telephone number) of your Customer contact (i.e., Contract Manager).
- 13.5 To avoid delays in payment of invoices, it is advisable that a draft invoice is submitted to the Contract Manager (inclusive of a breakdown of charges) for initial approval prior to final invoice submission.
- 13.6 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 or by telephone on 020381 72261 between 9am and 5pm Monday to Friday.

14. Access to Government Information

- 14.1 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.
- 14.2 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).

15. Sustainability

- 15.1 The MCA is committed to sustainable procurement. This means making the necessary decisions to protect our environment and to operate its procurement activity in an economically, socially, and environmentally responsible way. Tenderers should indicate ways in which their organisation promotes and practices sustainable development and how this can impact on this contract.

16. Indemnity and Risk

- 16.1 General Conditions for the supply of services insurance refers.

17. Audit of Premises

- 17.1 All documentation relating to this contract are subject to audit and must be made available by the contractor upon request.

18 Tender Evaluation

- 18.1 The tender which offers the overall best value for money to the MCA will be awarded the contract. Overall, the best value will be assessed by the cost to be paid for meeting the requirements of this Invitation to tender including the specification containing adequate detail of service delivery.

- 18.2 All tenders will be evaluated using the following criteria:

Price	40%
Quality	60%

Specification and Quality Sub Criteria	Weighting
Specification Compliance	30
Methodology	30
Delivery Programme	25
Greening Government Commitments	5
Social value	10
Total	100

Criterion	Required Response
Specification Compliance	Your response must fully address, with appropriate evidence, the requirements of the specification including experience and where possible testimonials of the staff assigned to work on the contract.
Methodology	Please detail your approach and processes you have in place for delivering on this contract including the management and review of the contract
Delivery Programme	Your response must include a draft delivery programme taking into consideration, but not exclusive to, the following: • A brief description of what the plan encompasses • Any external factors upon which this plan is dependent. • Any assumptions upon which the plan is based. • Details of relevant lessons from previous similar work that has been reviewed and accommodated within this plan. • Details of identified Service Level Agreements (SLA's) for all areas of service delivery • The scope of the plan expanding on the description to define the objectives • Scheduling techniques appropriate to the context and detail of the plan including reporting, outputs, implement change, realised benefits, and management of the work. • Change control, risk responses and management reserves. • Details of how the plan will be monitored and controlled

Greening Government Commitments	Your response must fully detail and evidence the steps your organisation is taking to address this commitment. Including any other issues your organisation considers to be most significant to reduce the environmental impact of your activities
Social value	Your response must provide a description of the actions you would take to minimise the amount of CO2 emitted by your organisation on the MCA's behalf and provide a statement on what your organisation does to minimise the risk of modern slavery in your supply chain.

18.3 Scoring will be as follows:

Score	Assessment	Reason
(5)	Satisfactory response that fully meets the requirement and includes all relevant supporting evidence.	A score of 5 will be achieved by demonstrating a robust understanding and methodology that specifically meets the Task objective. The response provided will have full and comprehensive supporting evidence and examples.
(3)	Minor weaknesses in the response or detail missing	A score of 3 will be achieved where the proposed approach meets the basic requirements by demonstrating an understanding of the Tasks and experience of the allocated resource with the exception that the supporting commentary and/or evidence does not fully explain, justify or provide a fully comprehensive response to examples.
(1)	Unsatisfactory response with major weaknesses	A score of 1 will be achieved as per the criteria for achieving a score of 3 with the exception that the supporting commentary and/or evidence does not fully explain or justify the approach to the Tasks, experience of allocated resource and only some aspects of the MCA's requirements are fully met.
(0)	Inadequate response	A score of 0 will be achieved for any answer that does not meet the level required to score a 1 or above.

19. Price Evaluation

- 19.1 You must provide a total overall price exclusive of VAT, in the Commercial Envelope as this is what you will be evaluated against in the DfT Jaggaer Sourcing Tool.
- 19.2 Do not alter, amend or change the format or layout of the Pricing Schedule attachment. You may add additional details if necessary, but your price will still be evaluated on the total amount excluding VAT. If you have any questions about the template, please submit these during the clarification period via the Jaggaer system.

- 19.3 Failure to complete The Commercial Envelope and submit the Pricing Schedule in-line with instructions may result in a non-compliant tender submission and subsequent rejection from this competition.

20. Price Evaluation Process

- 20.1 The Supplier with the lowest Total Charges will be awarded the maximum price score of 100.
- 20.2 All other Suppliers will get a price score relative to the lowest Total Charges tendered.
- 20.3 The calculation we will use to calculate your score is as follows:

$$\text{Price Score} = \frac{\text{Lowest Total Charges}}{\text{Supplier's Total Charges}} \times 100$$

- 20.4 Your score will then be multiplied by the weighting we have applied to this aspect of the price evaluation to provide a weighted score for Total Charges.
- 20.5 Weighted Price Score = Supplier Price Score x 40% price weighting as a percentage
- 20.6 A worked example of price scoring methodology is shown below:

Table 1 – Price component scores

	Price tendered	Lowest price tendered	Score for the price	Weighted score
Supplier A	£100,000	£60,000	60.00	24
Supplier B	£80,000	£60,000	75.00	30
Supplier C	£60,000	£60,000	100.00	40