

The Maritime and 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 different 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.

You are invited to submit a tender for the following project:

**MCA REFERENCE:**

**REVIEW OF THE RISK TO THE UK FROM MARINE OIL POLLUTION**

**Summary**

1. From the years following the Torrey Canyon oil spill to the early 2000’s, the MCA and its predecessors have periodically commissioned ‘Risk Reviews’ which have provided an up-to-date picture of the oil spill risk to the UK. These reviews have formed the basis for the Agency’s contingency planning and resourcing. They ensure that it can continue to meet its statutory obligations and international commitments to have the capacity to mitigate against the effect of marine oil spills.
2. An up-to-date Risk Review to inform the MCA’s contingency planning and resourcing in the 2020’s is due and the Agency will now be accepting bids from organisations interested in undertaking this work.
3. This ‘Risk Review’ will evaluate the risk of a serious[[1]](#footnote-1) mineral oil spill occurring in UK waters from shipping, including oils carried as both cargo and bunkers, and offshore installations. The Risk Review will examine:

* The nature of the risk, i.e. the quantities of oil products being carried, the types and their properties;
* The likelihood of a serious spill from shipping or offshore installations in light of developments in ship and rig design and operation and analysis of historic spills and near misses; and
* The future look, i.e. how anticipated changes in industry, or deteriorating infrastructure/decommissioning, will affect the level of risk.

1. Considering the scale of the subject matter, the Risk Review will necessarily be high level, with demonstrably representative data being analysed for the years in question as opposed to a review of all the data available on the subject.

**General Requirement**

1. To build a complete picture of the risk, the MCA will require four distinct areas to be analysed. These distinct areas of analysis will be referred to in this document as ‘Stages’, but, apart from the fourth stage, which must be undertaken after completion of Stages 1 to 3, the successful bidder is not required to complete them in sequential order. The Stages are:

**Stage 1 – Oil Cargo and Bunkers**

1. Based upon typical ship types identified and categorised, the consultant will produce an up-to-date profile of the oil cargo and bunkers carried by shipping in a proximity, if spilled, to impact the UK Coastline, its internal waters or anywhere inside its EEZ. The consultant should:

* Identify the types and typical volumes of bunker fuel and mineral oil cargoes carried by ships transiting UK waters (EEZ and internal waters host to seagoing vessels over 1000GT[[2]](#footnote-2)) or in close proximity within the last three years;
* Indicate, where the data is available, the typical pour point, wax content and viscosity at typical UK sea temperatures for each of the products, or product categories, identified; and
* Based on economic forecasts, legislative changes and technological developments, evaluate to what extent the profile of mineral oil cargo carried and bunker fuels used in shipping is likely to change in the decade 2020 – 2030.

1. A special area of interest bidders should make note of is the impact of the Sulphur Emission Control Areas and the global sulphur emission restrictions defined by Annex VI of the MARPOL Protocol upon bunker fuels used.

**Stage 2** **– Qualitative review of the spill risk from ships.**

1. Of the typical ship types identified in Stage 1, the consultant will conduct a qualitative review of the spill risk in light of ship design and navigational safety measures. This will be a high-level overview of ship design, including hull, bunker tank and cargo tank construction, structural integrity, engines and navigational safety measures. Based on economic forecasts, legislative changes and technological developments, assess to what extent ship design, in respect of preventative/risk mitigation measures, will change in the decade 2020 – 2030; this could include technological developments for new build ships, but also the risks associated with ageing fleets.

**Stage 3** **– The Offshore Risk**

1. The consultant will evaluate the oil spill risk from offshore installations/pipelines on the UK Continental Shelf. This should include both worst case scenarios, as outlined in the oil and gas operator’s Oil Spill Emergency Plans (OPEP), and likely scenarios based on historic incidents. The risks of near shore drilling and decommissioning should also be examined.

**Stage 4 – Overall Assessment of the Risk**

1. Using the data gathered in Stages 1, 2 and 3, and an analysis of historic spills and near misses, the consultant will conduct an Overall Assessment of the Risk to the UK from marine oil pollution. The risk should be outlined in terms of:

* The likelihood/probability of a range of spill types (based on source) and sizes;
* The likely impact of a range of spill types/sizes on UK interests in terms of environmental, socio-economic, financial and political interests; and
* A future look, outlining anticipated changes to the risk in 2020 – 2030.

1. It is at the discretion of the consultant how they present the risk. Past risk assessments have assigned a numeric probability or frequency of spills of various sizes occurring in UK waters, distributed across various geographic locations. The consultant may wish to adopt a similar approach or use their own methodology to present the risk, such as a system for categorising size, likelihood and impact. In either case, the consultant must demonstrate their methodology for how they have arrived at their conclusions i.e. how has the data on historic spills/near misses been evaluated against the data gathered in Stages 1 to 3 to arrive at an overall conclusion on the level of risk?

**Scope of work**

**Bidders to be assessed on their ability to deliver a reliable indication to MCA in a concise form and in the required timescale.**

1. The scale of the subject matter and quantity of data which could be analysed is considerable; a study into this area could take years to complete. The MCA does not have such a timeframe given that this work is required to inform procurement activity beginning in 2020. The analysis must therefore remain high level to enable completion within the six-month timeframe. Nevertheless, the final report must be able to demonstrate accuracy in its presentation of the current risks and have a reasonable basis for future predictions. The viability of the consultant’s chosen approach must be evidenced in their methodology, to be submitted as part of their bid. Any limitations in the analysis based on the limited scope must be highlighted in both the methodology and the final report.
2. Although suggestions are made here regarding possible sources of data, bidders should note that it is the MCA’s expectation that data will be identified and sourced by the successful contractor as part of their contractual obligation.
3. Where the bidder has identified data held by the MCA, they should enquire during the bidding process whether and in what form this data will be available.

**Stage 1**

1. The data sets are clearly too large to conduct a comprehensive analysis of all shipping to have transited the UK EEZ, or the UK’s internal waters which are host to seagoing vessels over 1000GT, for the last three years. A demonstrably representative sample, indicating the picture across the UK EEZ, and internal waters which are host to vessels over 1000GT, will therefore be sufficient. The MCA anticipates that a representative picture will be constructed with typical ship types and transit routes identified from AIS data, presented as a GIS layer, with likely cargoes/bunker fuels carried by these ship types inferred from data obtained directly from industry sources on oils exported/imported and bunker fuels sold i.e. oil refineries, oil traders, bunkering agents and port authorities. However, the MCA recognises that this data may not be voluntarily divulged, being potentially commercially sensitive. If this is the case, extrapolation from data sets such as the European Union’s EUROSTAT database (www.epp.eurostat.cec.eu.int), UK Trade Info (www.uktradeinfo.com), and UK Maritime Statistics (www.maritimestatistics.org), operated by UK Government departments, and data from the International Energy Agency ([www.iea.org](http://www.iea.org)) may be good alternatives, or any other sources identified by the consultant.

**Stage 2**

1. Again, a high-level approach for this stage is needed to ensure that the report can be completed in the given timeframe. Standard or common features of the typical ship types identified in Stage 1 should be evaluated in terms of their ability to prevent incidents from occurring altogether, reduce the likelihood of a spill occurring as a result of an incident or reduce the size of a spill resulting from an incident. Technical expertise in the fields of naval architecture, navigation or similar will be vital to enable the consultant to give an informed view of the effectiveness of risk reducing measures in shipping will be vital. The consultant should present, in their methodology and final report, the rationale for the measure which they have applied to the effectiveness of each risk reducing measure.

**Stage 3**

1. As with Stage 1, there is too much information to complete a full review of all of the offshore industry’s OPEPs in the given timeframe and, as with Stage 1, a representative sample will be sufficient, but it is up to the consultant to demonstrate how their sample is representative.
2. For the analysis of historic incidents, the consultant may consider a qualitative review of spills originating from offshore installations, assessing their causes and whether conditions or industry practices have changed sufficiently to prevent such an incident reoccurring. The consultant may, alongside this, complete a quantitative analysis of the frequency of incidents involving uncontrolled offshore oil releases to establish trends. The historic incident analysis will primarily be UK centric, however, where the causes of uncontrolled offshore oil releases are applicable to the UK offshore industry, overseas examples may also be used.
3. The future look would consist of a qualitative review of planned near-shore drilling activity and future decommissioning work scheduled to take place, and the associated risks.

**Stage 4**

For the Overall Assessment of the overall oil spill risk to the UK, the successful consultant will need to consolidate and consider:

* A qualitative assessment of notable ship sourced oil spills and their causes, as well as near misses, and a determination as to whether there have been sufficient technological, legislative or procedural changes subsequently to prevent these disasters happening in UK waters in the future;
* Secondary sources detailing the oil spill risk from wrecks situated in the UK EEZ;
* A review of shipping incidents in UK waters for the last 10 years, including both incidents which resulted in oil spills and those where there was the potential for a spill, so called ‘near-misses’; and
* The information gathered in stages 1 – 3,

in order to arrive at an overall conclusion on the risk faced by the UK.

1. The Overall Assessment of the Risk will be presented as:

* A qualitative assignment of a risk level to various categories of oil spill size and oil spill type (i.e. source based: cargo, bunker, offshore etc.) to different locations in the UK EEZ and any of the UK’s internal waters which are host to seagoing vessels over 1000GT. The designations for the level of risk will indicate the likelihood of various spill sizes. These could be shown as an indicative numeric probability or an alternative descriptor for a level of risk; in either case, the designation must be clearly defined and the rationale for arriving at the risk designation given.

1. The Overall Assessment of the Risk may be supported by hypothetical examples of spill scenarios.
2. The Overall Assessment of the Risk will conclude with a ‘future look’ which will outline anticipated changes to the risk for the decade 2020 – 2030 based upon information currently available.

**Additional Outputs**

The successful bidder must suggest new or recommend existing methodologies and/or formulae for future consolidation and analysis of disparate data sets to arrive at quantitative conclusions on the various levels of risk.

**Timescale**

1. The final report will be agreed and submitted by the 31st March 2020. The consultant will specify interim submissions for each phase of work, prior to the submission of the final report.

**Deliverables**

1. The four stages of the Risk Review will be presented as individual reports at milestones specified by the consultant in their bid. The final report is to comprise of the following main sections:

* Executive Summary
* Objective and Scope
* Structure and Methodologies - theoretical and practical
* Risks and Assumptions[[3]](#footnote-3)
* Stage 1: Oil Cargo and Bunkers
* Stage 2: Qualitative Review of the Oil Spill Risk from Shipping
* Stage 3: The Oil Spill Risk from Offshore Installations
* Stage 4: Overall Assessment of the Risk
* Conclusions

1. The MCA requires two hard copies of the report and one pdf software version.

The successful organisation should note that the MCA may wish to publish the final report on the DfT/MCA website.

**Reference documents**

* *Report of Lord Donaldson’s Inquiry into the prevention of Pollution from Merchant Shipping – Safer Ships, Cleaner Seas 1994,* London: Her Majesty’s Stationary Office, May 1994
* *Be Aware 1 & 2*, published by the Bonn Agreement in 2012 - 2014
* Alun Lewis, *Strategic Review of Counter Pollution Resources in the United Kingdom*, March 2004
* BMT Cordah, *Very Heavy Fuel Oil: UK Spill Risk* Assessment, MCA, January 2007
* Comptroller and Auditor General, *Dealing with Pollution from Ships*, National Audit Office, 2002
* Department of the Environment Central Unit on Environmental Pollution, *Accidental Pollution of the Sea: A report by officials on oil spills and clean-up measures*, Her Majesty’s Stationary Office, London, 1976
* Department of Trade, *Accidents at Sea Causing Oil Pollution: Review of Contingency Measures*, London, 1978
* DNV Technica, *Risk Analysis of Oil Spills from Tankers in UK Waters*, March 1995
* Lloyds Register, *UK Coastguard Agency – Risk Analysis of Spills of Bunker Fuel Oils, Refined Products and Vegetable Oils in UK Waters*, April 1998

# The Tender Process

1. This tender has been published in the Official Journal of the European Union (OJEU) under contract reference TCA 3-7-1112 and, in compliance with OJEU rules, the tender process and supplier selection will be conducted as an open and fair process. Consequently, this contract has been advertised on the Contracts Finder portal (<https://www.gov.uk/contracts-finder>) and all information related to the tender will be published here.

1. Queries on the tender process or the requirement are welcome and should be submitted to [AviationContracts@mcga.gov.uk](mailto:AviationContracts@mcga.gov.uk) showing the above reference number. However, in the interest of fairness, the questions themselves and the Authority’s responses will be published on the Contracts Finder portal and **will not be emailed to individual bidders.** All bidders, whether they have posed a question or not, should therefore monitor the Contracts Finder portal for any additional documents or information until after the closing date. The closing date for the receipt of queries is 23/08/19, one week prior to the closing date for the submission of tenders at midday on 30/08/19 (“**Tender Deadline**”).
2. The documentation submitted by the bidder as their response to this invitation, in accordance with the required detail and supporting evidence specified in Annex 1 and Annex 3, will constitute the entirety of their bid. No amendments will be accepted, and no further communication or documentation will be considered after the deadline specified for submission; prospective bidders should therefore make good use of the opportunity to ask questions prior to the submission deadline.
3. Table 1 outlines the procurement timeline. Prospective bidders will have 30 days from the publication of the invitation to tender to construct a response, including as in their bid:

1. The MCA’s Form of Tender, signed and dated by an authorised representative of the bidder (included on the contracts finder advert);
2. The Form of Contract (see Annex 5) signed and dated by an authorised representative of the bidder (included on the contracts finder advert);
3. A full description of the bidder’s proposed solution using the template provided in Annex 1 and any additional supporting documentation and required evidence, which must be clearly referenced in Annex 1.
4. A completed Pricing Schedule showing full costs for the bidder’s proposed solution using the template contained in Annex 2.
5. You must not alter any of the Authority’s tender documents.
6. Bids shall be submitted by email to the following address:

[AviationPMO@mcga.gov.uk](mailto:AviationPMO@mcga.gov.uk)

1. Where multiple attachments or multiple emails (in the event that data limits prevent single email submissions) constitute a bid, bidders should submit a master list of documents listing everything that should be included in their bid. It is the bidder’s responsibility to ensure that they have received confirmation from the Authority that it has received all bid documentation.
2. The Authority will confirm in writing its receipt of all bid documentation according to the master list of documents.
3. No bids or additional bid documentation received after the deadline for submission will be considered, so email submissions should be sent in good time prior this to allow for any technical issues.
4. The Authority will evaluate submitted bids only after the deadline for submission. It is expected 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.
5. 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.

**Table 1 – timescale for procurement and delivery**

|  |  |
| --- | --- |
| **Task Name** | **Date for completion** |
| Oil Spill Risk Review ITT Publication | 15 July 2019 |
| Return of ITT Responses | 30 August 2019 at midday |
| Completion of Evaluation of ITT Responses | 6th September 2019 |
| Contract Award | +10-day standstill period |
| Development of Final Report | By 31 March 2020 |

1. 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. You must not try to obtain any information about anyone else’s tender or proposed tender before the date of contract award.
3. 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 bidders 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).

**Group Bids**

1. The Authority 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 Authority 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 Authority, must be provided when the tender is submitted.

**Tender Validity**

1. Each bidders’ tender shall remain open for acceptance by the Authority for a minimum of 90 calendar days from the Tender Deadline.
2. You should note that: -
3. The Authority reserves the right not to accept the lowest, or any, tender;
4. The Authority reserves the right to accept any part of the tender without accepting the remainder;
5. Acceptance of a tender/award of contract will be by written communication from the Authority;
6. 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 bidders and awarding the contract; and
7. 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**

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 Authority 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 Authority 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**

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.

**Invoicing and Payment**

1. Payment terms are outlined in the Form of Contract.

# Conflicts of interest

1. Bidders written proposals must disclose any potential conflicts of interest.
2. Bidders should make an assessment of any potential conflicts of interest before submitting their bid and should include a clear statement in their bid which:
   * 1. 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;
     2. provides full details of proposed risk management arrangements (e.g. segregation of staff and security of information); and
     3. provides a clear description of how any subsequently arising conflicts would be dealt with.

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

1. The Authority will discuss any conflict of interest issues that have been disclosed by each bidder.
2. The Authority will decide whether any internal management processes and controls that bidders have in place are satisfactory.
3. Bidders will be ruled out of the competition if, in the Authority’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 Authority.

# Evaluation Criteria

1. Bids will be evaluated based on the Criteria and weightings set out in [Annex 2 - Evaluation Criteria & Weighting](#Ref507007688).

# Annex 1 – User requirements, bidder proposed solution and required evidence

A2.4. The Supplier’s Solution (which has a weighting of 70%) will be assessed according to the strength of their prosed solution to and, where applicable, the evidence provided against, each user requirement (the sub-criteria). Each response to the above criteria (with the exception of Price) will be awarded a mark out of 10 in accordance with the following marking scheme: -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| The bidder shall submit a project plan for the Authority’s consideration, containing: | | | | |
| Timeline and resourcing | | | | |
| Score | | **Interpretation** | | |
| 10 | | Good – The response provides comprehensive detail on the project timeline and the resources required. On this basis the Authority has a high degree of confidence that the project will be completed on time, to the agreed standard and within budget. | | |
| 6 | | Acceptable – The response provides an adequate level of detail giving the Authority sufficient confidence that the project will be completed in the required timescale, to standard and within budget. | | |
| 3 | | Partially acceptable – Limited positive detail has been provided, but notable gaps leave the Authority uncertain that the project can be completed on time, to standard and within budget. | | |
| 0 | | Unacceptable – insufficient detail to indicate that the project will be completed on time, to standard and within budget. | | |
| Required evidence for suppliers proposed solution | | | **Percentage weighting** | **Description of supplier’s solution and reference to evidence provided** |
| A project timeline which provides a breakdown of the overall project into specific work packages and milestones, each of which shall be clearly linked to each Stage. | | | 10% |  |
| Score achieved and rationale: |
| A resource plan which describes all of the resources required to complete the project, including people, sources of information, systems and logistics and where these will be sourced; | | | 10% |  |
| Score achieved and rationale: |
| Methodology for stages 1 – 4 | | | | |
| 10 | | Good – the bidder has provided a clear, logical and comprehensive methodology, which gives the Authority confidence that the findings of the Review will be informative and accurate. The bidder has also stipulated that it will deliver an additional output in the final report, in that it will suggest new, or recommend existing, methodologies and/or formulae for future consolidation and analysis of disparate data sets to arrive at quantitative conclusions on the various levels of risk. | | |
| 6 | | Acceptable - the bidder has provided a clear, logical and complete methodology, which gives the Authority confidence that the findings of the Review will be informative and accurate in its findings. | | |
| 3 | | Partially acceptable – the bidder had provided a methodology covering all of the required sections, but in key areas it is limited in detail, lacks clarity or does not appear to follow a logical approach. The MCA has reservations that the bidder can deliver findings that are informative and accurate. | | |
| 0 | | Unacceptable – the bidder has either not addressed or has provided insufficient detail on the required sections of the methodology. | | |
| Required evidence for suppliers proposed solution | | | **Percentage weighting** | **Description of supplier’s solution and reference to evidence provided** |
| For Stage 1: | | |  |  |
| 1. Data sources to be used; 2. A methodology for data analysis and evaluation; 3. A rational for the chosen data sources and methodology for analysis; 4. An outline of project risks and limitations of the chosen approach, as well as a strategy for monitoring and mitigation; and 5. A description of how the findings will be presented | | | 10% |  |
| Score achieved and rationale: |
| For Stage 2: | | |  |  |
| 1. Data sources to be used; 2. A methodology for data analysis and evaluation; and 3. A rational for the chosen data sources and analysis methodology; 4. An outline of project risks and limitations of the chosen approach, as well as a strategy for monitoring and mitigation; and 5. A description of how the findings will be presented | | | 10% |  |
| Score achieved and rationale: |
| For Stage 3: | | |  |  |
| 1. Data sources to be used; 2. A methodology for data analysis and evaluation; and 3. A rational for the chosen data sources and analysis methodology; 4. An outline of project risks and limitations of the chosen approach, as well as a strategy for monitoring and mitigation; and 5. A description of how the findings will be presented | | | 10% |  |
| Score achieved and rationale: |
| For Stage 4: | | |  |  |
| 1. Data sources to be used; 2. A methodology for data analysis and evaluation; and 3. A rational for the chosen data sources and analysis methodology; 4. An outline of project risks and limitations of the chosen approach, as well as a strategy for monitoring and mitigation; and 5. A description of how the findings will be presented | | | 10% |  |
| Score achieved and rationale: |
| Nominated Project Staff | | | | |
| Points | **Interpretation** | | | |
| 10 | Good – the bidder has provided substantial and relevant evidence that the bidding company/nominated project staff have the required knowledge and experience to undertake the Review. | | | |
| 6 | Acceptable – the bidder has provided an acceptable amount of relevant evidence that the bidding company/nominated project staff have the required knowledge and experience to undertake the Review. | | | |
| 3 | Partially acceptable – some positive evidence has been provided that the bidding company/nominated project staff have the required knowledge and experience to undertake the Review, but there are notable areas of weakness. | | | |
| 0 | Unacceptable – the supplier has provided no or very limited positive evidence that the bidding company/nominated project staff have the required knowledge and experience to undertake the review. | | | |
| Required evidence for suppliers proposed solution | | | **Percentage weighting** | **Description of supplier’s solution and reference to evidence provided** |
| Of the nominated project staff: knowledge of and familiarity with the subject matter and data | | | 10% |  |
| Score achieved and rationale: |
| Of the nominated project staff: experience of data analysis, evaluation and report writing | | | 10% |  |
| Score achieved and rationale: |
| Of the nominated project staff: experience of analysing data to determine risk | | | 10% |  |
| Score achieved and rationale: |
| Of the bidding company: experience of completing similar projects. These should be presented as case studies | | | 10% |  |
| Score achieved and rationale: |

# Annex 2 - Evaluation Criteria & Weighting

A2.1. The Authority will safeguard all tenders received and open them once the tender deadline has expired.

A2.2. The scoring criteria for the contract will be as follows:

**Award Criteria**

A2.3. 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 |
| Supplier’s Solution | 70% |
| Price | 30% |
| Total | 100% |

**Sub-criteria and weightings**

A2.4. The Supplier’s Solution (which has a weighting of 70%) will be assessed according to the strength of each response to and, where applicable, the evidence provided against, each user requirement (the sub-criteria) using the following weightings:

|  |  |
| --- | --- |
| Section of Supplier’s Solution | Weightings |
| Project timeline | 10% |
| Resource Plan | 10% |
| Methodology for Stage 1 | 10% |
| Methodology for Stage 2 | 10% |
| Methodology for Stage 3 | 10% |
| Methodology for Stage 4 | 10% |
| UR7 Of the nominated project staff: knowledge of and familiarity with the subject matter and data | 10% |
| Of the nominated project staff: experience of data analysis, evaluation and report writing | 10% |
| Of the nominated project staff: experience of analysing data to determine risk | 10% |
| Of the bidding company: experience of completing similar projects. These should be presented as case studies | 10% |
| Total | 100% |

# Annex 3 - Price Evaluation

A3.1. The Authority expects bidders’ total project price to be in the region of £300,000.00 (inclusive of expenses but exclusive of VAT).

A3.2. The total project price shall be paid in accordance with Clause 2.4 in the Form of Contract (Annex 4). For the purpose of their supporting bid, bidders are required to specify their total project price and populate the Pricing Schedule below with the expected dates that each milestone will be achieved and the price payable by the Authority at each milestone, based upon the percentages specified by the Authority. Costs should be shown in pounds sterling, inclusive of any expenses but exclusive of VAT.

**Pricing Schedule**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No. | Name | Percentage of total project price | Milestone Payment | Milestone Achievement Date |
| **To be completed by the bidder** | |
| M1 | MCA acceptance of project plan and methodology | 5% | £ |  |
| M2 | Stage 1 | 20% | £ |  |
| M3 | Stage 2 | 20% | £ |  |
| M4 | Stage 3 | 20% | £ |  |
| M5 | Stage 4 | 20% | £ |  |
| M6 | Acceptance of the final report | 15% | £ |  |
|  | Total project price | 100% | £ |  |

A3.3. The **Percentage Scoring Methodology** will be used to evaluate the total project price proposed for this requirement. The total project price will be evaluated as follows:

* the lowest tendered total project price will be scored 100 (weighted score = 30.0%);
* each other tendered total project price will be baselined to this score.

Example

* a tender which is 20% more expensive on total project price than the lowest tendered total project price will be allocated a score of 80 (weighted score = 24.0%);
* a tender that is double or greater than double the lowest tendered total project price will score nil.

**Annex 4 – Form of Contract**

|  |  |  |  |
| --- | --- | --- | --- |
|  | | | |
|  | **DATED** | **2019** |  |
|  | | | |
|  | **MARITIME & COASTGUARD AGENCY ACTING ON BEHALF OF THE SECRETARY OF STATE FOR TRANSPORT**  **and**  **[CONTRACTOR]** | | **(1)**  **(2)** |
|  | **AGREEMENT**  **relating to the Review of the Risk to the UK from Marine Oil Pollution** | |  |

**DATE 2019**

1. (1) **MARITIME & COASTGUARD AGENCY** of 105 Commercial Road Southampton SO15 1EG acting on behalf of the Secretary of State for Transport; and
2. (2) [NAME OF THE CONTRACTOR] a company registered in [England and Wales] under company number [ ] whose registered office is at [ ]
3. Interpretation
   1. Unless otherwise defined in this Contract, capitalised expressions shall have the meanings set out in the Department for Transport General Conditions of Contract for Services version dated 24 January 2019 for contracts with a value of under five million pounds (£5,000,000) (the “**DfT General Conditions**”).
4. Terms of Contract and Schedules
   1. This Contract shall incorporate all of the terms of the [DfT General Conditions](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/773857/general-conditions-of-contract-for-services-under-5.pdf) other than Clause C2.1 (Payment and VAT) which shall be replaced by:

“Clause C2.1: Upon satisfaction of each milestone set out in the Pricing Schedule, the Contractor shall invoice the Authority for the proportion of the Contract Price for that milestone as set out in the Pricing Schedule and the Authority shall pay such sum within 30 days of receipt of a valid and undisputed invoice from the Contractor.”

* 1. The Pricing Schedule shall be the completed form of Pricing Schedule included in the Tender.
  2. The Specification Schedule shall be the completed Table 1, Table 2 and Table 3 as set out in the Tender in response to Annex 1 of the Authority’s invitation to suppliers for formal offers to supply it with the Services.

1. Management of work and Contract administration
   1. The MCA Aviation Contracts Manager (or his delegated deputy) will act as Contract Manager.
   2. The Contractor shall be responsible for all planning, logistics, resource allocation and coordination necessary for the delivery of the Services. These activities shall be undertaken under the supervision of the Contract Manager.
   3. The Contractor must gain approval from the Contract Manager before carrying out any additional work.
   4. The Contractor shall report on progress against the milestones at least twice per month and shall provide rectification plans in the event that a milestone is at risk of not being achieved.
   5. The Contractor shall attend one project initiation meeting, three progress review meetings and one final report acceptance meeting. At each of these meetings the Contractor shall present any findings and/or outline a plan and methodology for any next steps. All meetings shall be held at the MCA’s HQ in Southampton, or, at the National Maritime Operations Centre in Fareham. All costs for attendance should be incorporated into the total project cost.
   6. During the contracting period the Contractor may be required to present their findings to other audiences. Staff rates for this time should not be charged in addition to the total project cost, but costs associated with travel may be recovered from the MCA insofar as they are reasonable and are in line with DfT’s Travel and Subsistence Policy Principles:

<https://extranet.dft.gov.uk/hr/travel-and-subsistence-ts-policy-principles/>

* 1. Throughout the delivery and completion of demonstration tasks:
     1. activities will be monitored by the Contract Manager or delegated members of the MCA Aviation Branch or Counter Pollution and Salvage Branch;
     2. the Contractor shall attend a contract management call at regular intervals (to be specified by the Contract Manager but no less than twice monthly) to assess progress, to discuss tasks to be completed and any/all task deviation.
     3. the Contractor shall prepare and circulate a management call briefing note prior to the call to aid the discussion about progress.
     4. if any resources allocated to the Contract or nominated individuals change after contract award, the Contractor shall notify Authority in writing of the proposed change.

This document has been executed as a deed on the date and was delivered and takes effect on the date stated at the beginning of it.

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| --- | --- | --- | --- |
| Executed as a deed by [**INSERT NAME OF contractor]** acting by a director in the presence of: | )  )  )  ) | |  |
|  | | Director’s signature | |
|  | |  | |
|  | | Director’s name | |
|  | |  | |
| Witness’ signature: | |  | |
| Witness’ name (BLOCK CAPITALS): | |  | |
| Witness’ address: | |  | |
|  | |  | |
|  | |  | |
| Witness’ occupation: | |  | |
| Signed by **[INSERT NAME]** for and on behalf of **MARITIME & COASTGUARD AGENCY** acting on behalf of the Secretary of State for Transport | )  )  ) | |  |
|  |  | | Signature |
|  |  | |  |
|  |  | | Name |

1. ‘Serious’ would be defined as any spill requiring a response on the part of the UK Government or industry and/or will have a negative impact upon the marine environment or the UK coastline, or will have a detrimental impact upon the UK in socio-economic terms. [↑](#footnote-ref-1)
2. 1000GT or more relates to Article 7 of Treaty Series No. 47 (2012) International Convention on Civil Liability for Bunker Oil Pollution Damage, 2001 [↑](#footnote-ref-2)
3. (a).Tender documents must outline all risks and issues identified for the project and suggest mitigation measures..

   (b) Tender documents should make explicit any assumptions that have been used in the formulation of the bid, preferably in a separate sub-section.

   c) Tender documents should make explicit any data licenses required in order to complete the project work, or access / use the project deliverables and include the cost of these in their tender bid and tabulated cost breakdown.

   (d) Contractor(s) are required to comply with the data storage and handling requirements, and confidentiality guidelines set out in the terms and conditions and the requirements of the UK Governments Security policy framework. Further information on the Security policy framework can be found at: https://www.gov.uk/government/publications/security-policy-framework [↑](#footnote-ref-3)