

TCA 3/7/1003 Part III CONTRACT FOR THE PROVISION OF FREESTANDING, MOBILE DRYING SYSTEMS

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 on the OJEU website and 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, and should contain the reference number or title of the contract. The deadline for submission of queries is **5pm on 4th October 2019**.
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 eTender Label. It is your responsibility to ensure that your tender arrives at the address shown no later than **11am on 11th October 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.
8. 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. 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.

11. 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. Lead time for delivery of the equipment to each of the areas listed in the specification;
- c. A completed Pricing Schedule showing full costs for your proposed solution (a template can be downloaded from Contracts Finder);
- d. A full system specification including all major critical parts and assemblies, and a complete and comprehensive method statement describing how the system operates. This must cover all requirements in the specification inclusive, in the same order as set out there. Where reference is made to an International, European or British Standard you may offer an equivalent, provided that your Standard offers equivalent guarantees of safety, suitability and fitness for purpose to the one specified. It is your responsibility to demonstrate that your Standard is equivalent to the one specified
- e. Recommendations for any ancillaries, spare parts or consumables not already included in the price of either system, with separate quotes on the Pricing Schedule.
- f. A statement of how your proposed solution promotes sustainable procurement, as set out in the specification. 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.

13. You must not alter any of the MCA's tender documents.
14. 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.
15. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
16. 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).
17. Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.

18. 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.

Group Bids

19. 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.

Alternative Tenders

20. 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

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

Scoring of Tenders and Acceptance of Offers

22. The MCA will safeguard all tenders received and open them once the tender deadline has expired.
23. 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). If you are still aggrieved by the outcome then please contact the Crown Commercial Service customer service desk, at supplier@crowncommercial.gov.uk.

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.

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).

General Data Protection Regulation (GDPR)

- 27. 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.
- 28. 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.

29. 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.

Security

30. 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>
31. 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>
32. 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>
33. The service provider shall explain how they will dispose of/destroy any personal information collected during the life of the contract.
34. 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.
35. 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>
36. following NCSC Architectural Pattern for Serving Web Content. <https://www.ncsc.gov.uk/guidance/serving-web-content-architectural-pattern-10>
37. 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
38. ensuring service administration architectures follow NCSC principles: <https://www.ncsc.gov.uk/guidance/systems-administration-architectures>
39. 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>

Sustainability

40. The contractor will be expected to comply with all current environmental legislation. A statement of how your proposed solution promotes sustainable and ethical 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>
41. The MCA is committed to identifying and reducing on a cost-effective basis, the sustainable risk associated with the goods and services we procure. Tenderers are required to propose initiatives on how to minimise any adverse effects on the environment and contribute to the Agency meeting its sustainability targets. <http://sd.defra.gov.uk/gov/green-government/commitments/>

Indemnity and Risk

42. General Conditions for the supply of goods and associated services insurance refers.

Audit of Premises

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