



Maritime &  
Coastguard  
Agency

## TCA 3/7/1086 (CON02)

### 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 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 **5pm on 8<sup>th</sup> March 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 15<sup>th</sup> March 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.
12. 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.

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 60 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. The scoring criteria for the contract will be as detailed in the specification.

Criterion	Sub-Criteria	Criterion Weighting	Sub-Criteria Weightings
<b>Selection Questionnaire</b>		<b>Critical</b>	
	Exclusion Grounds (Part 2)		Critical
	Economic and Financial Standing (Part 3 – Sections 4 and 5)		Critical
	Relevant Experience (Part 3 – Section 6)		Critical
	Subcontracting (Part 3 – Section 6)		Critical
	Modern Slavery Act (Part 3 – Section 7)		Critical
	Insurance (Part 3 – Section 8)		Critical
<b>Price</b>		<b>35%</b>	
<b>Quality</b>		<b>65%</b>	

24. The method of scoring all tenders will be:

a. The criterion 'Selection Questionnaire' will be assessed first. All sub-criteria under this heading are 'Critical': that is, they are extremely important to the MCA. They will be marked on a pass/fail basis and any supplier that fails on a Critical criterion will be excluded from this procurement: their tender will not be assessed further. The standards a supplier will be required to meet in the Selection Questionnaire assessment are:

- **Part 1: Potential Supplier Information** – this section is for information only and will not be scored.
- **Part 2: Exclusion Grounds** – a supplier passes this section if none of the listed mandatory or discretionary exclusion grounds apply **OR** if they provide sufficient evidence of self-cleaning.
- **Part 3 Sections 4 and 5: Economic and Financial Standing** – a supplier passes this section if they achieve a Dun and Bradstreet Failure Score of 50 or above. If a supplier does not meet this standard but can provide a guarantee, the MCA will assess the economic and financial standing of their proposed guarantor against the same requirement; and the supplier will only be excluded from the procurement if the guarantor also does not meet the required standard. If the contract is awarded to a supplier who was allowed to continue on the strength of a guarantor's economic and financial standing, the award will be conditional on the supplier obtaining the proposed guarantee.
- **Part 3 Section 6: Relevant Experience** – a supplier passes this section if their reference customers confirm that their contracts were performed to an acceptable standard **OR** they give an acceptable explanation as to why they cannot provide reference customers.
- **Part 3 Section 6: Subcontracting** – a supplier passes this section if they demonstrate at question 6.2 the maintenance of healthy supply chains with their sub-contractors **OR** if they confirm they do not intend to sub-contract any portion of this contract.
- **Part 3 Section 7: Modern Slavery Act** – a supplier passes this section if they confirm at question 7.1 that they are not a relevant organisation under section 54 of the Modern Slavery Act 2015 **OR** if they are, they confirm at question 7.2 that they are compliant with the annual reporting requirements under the Act. A supplier who is a relevant organisation under section 54 of the Act but who does not comply with the annual reporting requirements must supply a satisfactory explanation as to why not, the sufficiency of which will be assessed as per the evidence of self-cleaning at Part 2 of the questionnaire.
- **Part 3 Section 8: Insurance** – a supplier passes this section if they confirm that they have or can obtain the insurance levels listed in the question.

Please note that where a supplier self-certifies any fact in the Selection Questionnaire (such as the content of their organisation's accounts or insurance), they will be expected to provide evidence of the same should they be awarded the contract. Any contract award will be conditional on the supplier providing such evidence in a reasonable time.

- b. All suppliers that pass the Selection Questionnaire will be assessed against any other criterion shown as 'Critical' above. As with the Selection Questionnaire, these criteria will be marked on a pass/fail basis against the minimum requirements set out in the relevant sections of the specification. Any supplier that fails on a Critical criterion will be excluded from this procurement.
- c. A score out of 5 will be assigned to each of the remaining Quality aspects for suppliers that pass all Critical criteria.
- d. The final weighted score for each Quality criterion will be calculated by:

**Weighted Score for the Criterion = (Actual Score / Highest Possible Score for the Criterion) x Criterion Weighting.**

- e. A total Quality score will be arrived at by adding up all weighted scores for Quality criteria and multiplying by 70% (the overall weighting for Quality).
- f. Where a supplier passes the Selection Questionnaire, and the Quality Threshold their price will be assessed. Each element of a supplier's price will be scored according to the formula below:

**Price Score = (Lowest Price / Each Tenderer's Price) x Criterion Weighting**

- g. Each supplier's total score will be:

**TOTAL SCORE = Total Quality Score + Total Price Score.**

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.

25. 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)). If you are still aggrieved by the outcome then please contact the Crown Commercial Service customer service desk, at [supplier@crowncommercial.gov.uk](mailto:supplier@crowncommercial.gov.uk).

### **Tender Costs**

- 26. 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**

- 27. 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**

- 28. 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)**

- a. 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.
- b. 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.

- c. 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.

d. **Security**

- e. 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>

- f. 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>

- g. 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>

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

l 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:OWASP_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>