

MCA REFERENCE: TCA 3/7/1131

CONTRACT FOR: BOOM CLEANING KIT

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 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 12th February 2020.**
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 19th February** (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 (a template can be downloaded from Contracts Finder).
- b. A complete specification for the Cleaning kit you propose to offer, this must cover all the technical requirements as detailed in section 2 of the specification document.
- c. A completed Pricing Schedule showing full costs for your proposed solution (a template can be downloaded from Contracts Finder).
- d. Lead time for the delivery of the equipment to Barnsley, confirming the MCA delivery date can be met – this is essential.
- e. Details of how your organisation promotes and practices sustainable development and how this can impact on this contract as detailed in the specification.

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 your tender submission.

12. You must not alter any of the MCA's tender documents.

13. 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.

14. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.

15. 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).

16. Tender documents must not be transferred to anyone without the prior approval of the MCA in writing.

17. 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

18. 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

19. 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

20. 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

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

The scoring criteria for the contract will be as follows:

Evaluation Criteria

Price Score represents 30% of Total Scores

Weightings

| | |
|------------------------------------|-----|
| Total cost of product and delivery | 80% |
| Technical Support | 10% |
| Ancillaries and Spare Parts | 10% |

Quality Score represents 70% of Total Scores

Weightings

| | |
|--|-----|
| Compliance with the technical requirement & proof of testing | 45% |
| Equipment capability, ease of operation & storage | 25% |
| Maintenance and operational life | 20% |
| Warranty | 5% |
| Evidence of policy and performance of sustainability | 5% |

| Criterion | Sub-Criteria | Criterion Weighting | Sub-Criteria Weightings |
|---|--|---------------------|-------------------------|
| Delivery Timeframe | | CRITICAL | |
| Price | | 30% | |
| | Total cost of product (inc powerpack) and delivery | | 80% |
| | Technical support | | 10% |
| | Ancillaries and spare parts | | 10% |
| Quality | | 70% | |
| Compliance with the Technical Requirement & proof of testing | | 45% | |
| | Full technical description of the method of transporting, securing, setting up for effective operation and a comprehensive boom cleaning methodology. | | |
| | System is transportable and is capable of thoroughly cleaning contaminated oil boom. | | |
| | Clear description of how the system is powered and included within the overall tender price. | | |
| | The cleaning kit is constructed of weather and seawater resistant marine grade material and is lightweight, easy to control and operate. | | |
| | Specifics of boom type and dimensions the kit is capable of cleaning. | | |
| | Specifics of type of oil, viscosity and marine growth the kit can remove. | | |
| | Proof of testing and evidence of results for cleaning different types of oil, with a range of viscosities, giving examples of various lengths of time of oil exposure. | | |

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|--|---|------------|--|
| Equipment capability, ease of operation & storage | | 25% | |
| | The rate of cleaning per metre of boom with a range of levels of contamination. | | |
| | Identification of the minimum/maximum dimensions that the proposed system is capable of cleaning and specifics on boom type that is not compatible. | | |
| | Identification that system is transportable and has integrated forklift pockets. Description of how the entire unit is stored. | | |
| | Dimensions and weight of the fully housed system and confirmation conforms with the following: Length 4000mm, Width 3000mm, Height 2500mm & Weight 3000kg. | | |
| | Number of operators required to operate the system for boom cleaning. | | |
| | Details provided on the water efficiency of the proposed system. Including how contaminated water is separated and stored within the system, ready for safe disposal. Proposed systems must incorporate a methodology for recycling clean water within the system for re-use. | | |
| Maintenance and Operational life | | 20% | |
| | Details provided on maintenance requirements and schedules. | | |
| | Details on expected life of all components and consumables, when stored ready for use, and if applicable, details of how the expected life of all components and consumables are affected by one or more uses. | | |
| | Recommended spares/repair packages to be held in stock. | | |

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|---|---|-----------|--|
| Warranty | | 5% | |
| | Full details on warranty of all, including the period of cover – we would require a minimum of 24 months. Please explain if in-house maintenance affects your warranty terms. | | |
| Evidence of policy and performance of sustainability | | 5% | |
| | Full evidence your organisation commits to good environment and sustainability practices. | | |

Compliance with the Technical Requirement & proof of testing, Equipment capability & ease of operation & storage, Maintenance & operational life, Warranty, Technical Support provision, Evidence of policy and performance of sustainability, together make up the Quality section of the scoring, which will be worth 70% of the overall score (with Price receiving the other 30%).

The method of scoring all tenders will be:

- a. Any scoring criterion shown as '**Critical**' above will be assessed first. These criteria are the most important ones to the MCA and will be marked on a pass/fail basis. Any supplier that fails on a Critical criterion will be excluded from this procurement and their tender will not be assessed further.
- b. A score out of 5 will then be assigned to each sub-criterion for the other Quality aspects, according to the scheme below:
 - 0** – Inadequate response
 - 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.
- c. The score for each sub-criterion will be converted into a weighted percentage of the total score for the criterion it sits under, using the formula:

Quality Score for the sub-criterion = $\frac{\text{Tenderer's Score}}{\text{Highest Quality Score Possible for the Sub-Criterion}} \times \text{Weightings}$

Once all sub-criteria have been scored and weighted, the total weighted score for each Quality criterion will be calculated by:

**Weighted Score for the
Criterion**

**= (Total of the Weighted Scores for each sub-criterion)
X Criterion Weighting**

- d. A final Quality score will be arrived at by adding up all weighted scores for overall criteria and multiplying by 0.7 (to represent the 70% weighting given to the Quality score overall).
- e. Each element of the price will be scored according to the formula below, and the total price score arrived at by adding up the two weighted scores and multiplying by 0.3:

Price Score = $\frac{\text{Lowest Price}}{\text{Each Tenderer's Price}}$ x Weightings

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

TOTAL SCORE = Total Quality Score + Total Price Score.

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

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 Instruction for Tenderers including the specification containing adequate detail of service delivery.

Meeting the specification is essential and must be adequately addressed in your tender response.

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@crownccommercial.gov.uk.

Tender Costs

22. 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

23. 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

24. 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.

25. 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).

Sustainability

26. 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>

27. 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/>

Audit of Premises

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