



HM Courts &
Tribunals Service

Volume 1: Introduction, Instructions and Process

Contract for the provision of Perspex and Polycarbonate Screens to
Her Majesty's Courts and Tribunals (HMCTS)

October 2020

ITT Reference Number: ITT_4715

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1 INTRODUCTION

1.1 Competition

1.1.1 Welcome to the Competition for the provision of Perspex and Polycarbonate Screens to Her Majesty's Courts and Tribunals (HMCTS). The aim of the Competition is to award two nonexclusive Contracts (also referred to as 'Contracts').

1.1.2 This Volume 1: Introduction, Instructions and Process, sets out important information about procedures and other details deemed necessary to support the Competition process. It also provides a high-level introduction to the Project and the services required. Volume 1 must be read in conjunction with the other Volumes of the Invitation to Tender (see item 1.5 Structure of the ITT below).

1.2 Context

1.2.1 The Competition is being managed by the Ministry of Justice ("MoJ") on behalf of the Lord Chancellor, and for the purposes of the Public Contract Regulations 2015, is the Contracting Authority.

1.2.2 The MoJ will be referred to as "the Authority" throughout the tender documentation.

1.2.3 The Authority aims to award two nonexclusive Contracts under this Competition. The Contracts are not exclusively for the use of HMCTS, they will be made available across all departments of the Ministry of Justice (MoJ).

1.3 The Invitation to Tender

1.3.1 The invitation to participate in this Competition is referred to as the Invitation to Tender (ITT).

1.3.2 Organisations participating in this Competition are referred to as "Bidders"

1.4 Purpose of the Invitation to Tender

1.4.1 The main purposes of the ITT are to:

- identify the response requirements for Bids
- describe the evaluation methodology and award procedure
- give Bidders sufficient information so that they can submit a compliant Bid for the provision of the services
- set out the process by which Bidders may bid; and
- set out the rules for engagement with Bidders.

1.4.2 Please read the ITT carefully as non-compliance with the instructions contained within it, and all its attachments, may result in exclusion of your Bid from this Competition. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please

submit a question or seek clarification as per the instructions described in section 6.5 - Request for Clarification by Bidders, of this Volume 1.

1.5 Structure of the ITT

1.5.1 The ITT is in six (6) volumes:

- Volume 1: Introduction, Instructions and Process
- Volume 2: Bidder Questions
- Volume 3: Evaluation Methodology
- Volume 4: Terms and Conditions
- Volume 5: Data Room
- Volume 6: Pricing Model and Pricing Guidance

1.5.2 These Volumes can be found within the ‘Attachments’ folder within the ITT on the e-Sourcing portal. More information about the e-Sourcing portal is provided at section 5.3, of this Volume 1.

1.5.3 Additional documents and/or updated versions of this ITT or any part of it may be issued by the Authority to all Bidders as deemed appropriate by the Authority.

1.5.4 Bidders should note that Volume 1 and Volume 2 of the ITT contain, or refer to, a number of forms (declarations and templates) that need to be completed and submitted by Bidders. The date and submission requirements for the forms may differ. Bidders are strongly advised to read all documents to ensure compliance with the Authority’s submission requirements. The forms include:

Document Name	Location	Submission Deadline
Confidentiality Agreement	Sent via the Bravo messaging facility within the ITT	Bidder to provide to the Authority as soon as possible, being no later than 04/11/2020
Declaration of Acceptance	Volume 1 – Annex 1	06/11/2020
Bid Form	Volume 1 – Annex 2	16/11/2020
Bidder Clarification Questions (BCQ)	Volume 1 – Annex 3	10/11/2020
Bid Attachment Schedule	Volume 2 – Annex 2	16/11/2020

1.6 Important Notice

Disclaimer and Provision of Information

1.6.1 The information provided in the ITT has been prepared in good faith and does not purport to be comprehensive or to have been independently verified.

1.6.2 The Authority may issue amendments or modifications to the ITT and/or timetable for the Competition. Any amendments to the ITT will be issued to all Bidders simultaneously and Bidders must take account of any such modifications and amendments (unless the Authority expressly indicates otherwise). The Authority, in its absolute discretion, may extend the submission deadline if it considers that additional time is required by Bidders as a result of the amendments or modifications. Under no circumstances shall the Authority or its staff, agents or advisers incur any liability whatsoever in respect of such matters.

1.7 Declaration of Acceptance

1.7.1 Bidders are required to sign and return by **12:00 noon on 06th November 2020** the Declaration of Acceptance set out in Annex 1 of this document, to confirm that they acknowledge and accept the content of this ITT, including the evaluation methodology, and that they are bound by its terms. The Declaration of Acceptance must be signed by an authorised signatory of the Bidder.

1.7.2 The Declaration must be submitted to the Authority through the messaging facility for the ITT within the e-Sourcing portal.

1.7.3 The Authority, in its absolute discretion, may grant an extension to the deadline for submission of the Declaration of Acceptance or exclude a Bidder from further participation in this Competition where the Bidder has failed to return a signed Declaration of Acceptance by the required (or extended) time and date.

1.8 Deadline for the submission of Bids

1.8.1 All Bids must be received by the Authority before the Bid submission deadline: **12:00 noon on 16th November 2020**.

1.9 Late Bids

1.9.1 The Authority, in its absolute discretion, may reject Bids received after the Bid submission deadline.

2 THE REQUIREMENT

2.1 The Authority

2.1.1 Any Contract awarded will be entered into by the Lord Chancellor acting as part of the Crown.

2.1.2 The MoJ came into being on 9th May 2007. It brought together the responsibilities of the Department of Constitutional Affairs, Her Majesty's Prison and Probation Service (HMPPS), formerly National Offender Management Service (NOMS) and the Office for Criminal Justice Reform. The Authority runs prisons, manages the system of support for the operation of the Courts and Tribunals, and manages probation services. It works with partners across the criminal justice system to achieve this. It is also responsible for policy on constitutional reform, criminal and civil law, administrative justice, legal aid (including administration of), human rights, democracy, and information rights among many other areas. The Authority works with other public, private and third sector organisations to ensure that its strategies and policies are effective.

2.1.3 HMCTS was created on 1st April 2011, resulting in the Courts service and Tribunals service being integrated into one executive agency sponsored by the MoJ. HMCTS follows the MoJ's strategic

vision for reform, to create a more effective, less costly and more responsive justice system for the public. This Competition covers the estate of HMCTS. Additional information regarding the Project and the estate is provided in section 3 below.

2.1.4 Further information about the MoJ and HMCTS can be obtained at:

<https://www.gov.uk/government/organisations/ministry-of-justice>

<https://www.gov.uk/government/organisations/hm-courts-and-tribunals-service>

2.2 Contract Structure

2.2.1 The Authority is inviting Bids for two (2) nonexclusive Contracts. The Contracts are not exclusively for the use of HMCTS, they will be made available across all departments of the Ministry of Justice (MoJ).

2.2.2 The Perspex and Polycarbonate screens Services has not been divided into separate lots.

2.2.3 The Contract will be in a form based on the Terms and Conditions, set out in Volume 4: Terms and Conditions.

3 BACKGROUND INFORMATION AND REQUIREMENTS

3.1 Objectives required from the Perspex and Polycarbonate Screens procurement

3.1.1 Her Majesty's Courts and Tribunals Services (HMCTS) Estate intends to procure a contract for Perspex and Polycarbonate screens to enable juries to perform their functions during trials while sitting closer than the 2m safe-distancing guidelines of Public Health England, Wales and Scotland. The screens enable clear visibility and audibility for hearings in court rooms without the need for the juror to wear face coverings, and to retire to a room where they can discuss the case but be seated within 2m of each other. There is also a need for the screens to separate defendants and advocates in courts when social distancing is not possible.

3.2 The role of the Supplier in the achievement of objectives

3.2.1 The Supplier will be required to effectively manage the delivery of the Perspex and Polycarbonate screens, from site survey, manufacture, delivery and install in order to meet the needs of the Authority.

3.3 Development of the Sites Facilities Management relationship

3.3.1 The Supplier will be expected to work collaboratively with sites facilities management over the term of the contract in order to deliver "excellence" to the Authority.

4 CONTRACTING PRINCIPLES

4.1 Contract

4.1.1 The Authority's intention is to enter into two (2) Contracts for the supply of Perspex and Polycarbonate screens for HMCTS. This ITT includes the Terms and Conditions at Volume 4.

- 4.1.2 It is not the Authority's intention to make changes to the Terms and Conditions at Volume 4 during the Competition except where the Contract is currently incomplete or in draft form. Bidders should note, however, that the Authority reserves the right to discuss and amend the Terms and Conditions at any stage during the Competition.

4.2 Duration of Contract

- 4.2.1 The proposed duration for the Contract is set out below:

Start Date	Expiry Date
18 th December 2020	17 th December 2021

5 INSTRUCTIONS FOR BIDDERS

5.1 Bids

- 5.1.1 Details regarding requirements for the submission of Bids are set out in Volume 2: Bidder Questions, of this ITT. Bidders should comply with the requirements of the ITT in relation to the preparation and submission of Bids.

5.2 Bidder Questions

- 5.2.1 When submitting a Bid, the Bidder must take into consideration all Volumes and sections of the ITT and must complete each question and comply with all other requirements detailed in the Bidder Questions. Failure to comply with and contain all information required by the Bidder Questions may mean that the Bid is not compliant and therefore fails. However, before reaching this determination the Authority reserves the right to raise any necessary clarification questions with Bidders.
- 5.2.2 All Bidders must submit their Bids in accordance with the timetable in section 6.1. Bidders are advised that all deadlines expire at midday on the relevant day, unless otherwise specifically stated by the Authority.
- 5.2.3 Bidders should upload their complete Bid electronically, via the e-Sourcing portal being used by the Authority for this Competition, for evaluation by the Authority. Failure to do so will mean a Bid fails, and the Authority reserves the right to reject Bids that are not uploaded and submitted by the submission deadline. Bidders should note that the e-Sourcing portal will not allow submissions after the deadline.
- 5.2.4 Full details regarding requirements for Bids are contained in Volume 2: Bidder Questions of this ITT. Bidders will be advised of any bespoke arrangements that are put in place for the submission of financial responses in Volume 6: Pricing Model and Pricing Guidance.
- 5.2.5 Bidders must ensure that any new or revised documentation, and any further deliverables requested by the Authority during the course of the Competition, are uploaded via the e-Sourcing portal.
- 5.2.6 Each Bid, together with any requested supporting information, must be written in English (UK).

- 5.2.7 Each Bid must be accompanied by a completed and signed Bid Form. Each Bid Form must be signed by an authorised signatory of the Bidder. The Bid Form can be found at Annex 2 of this Volume 1.
- 5.2.8 The Bid Form should be uploaded to the 'Forms' section of the "Technical Envelope" within the sourcing event. The file naming convention is:

'[Bidder Name]_Bid Form'

5.3 e-Sourcing Portal

- 5.3.1 The Authority is using an e-Sourcing portal provided by Bravo Solutions, to manage this Competition and to communicate with Bidders.
- 5.3.2 The e-Sourcing portal can be found at:

<https://ministryofjusticecommercial.bravosolution.co.uk/web/login.html>

- 5.3.3 A guide to using the e-Sourcing portal is embedded below:



- 5.3.4 e-Sourcing Support:

- 5.3.4.1 If Bidders experience any technical difficulties uploading their Bid, they must notify the Authority's e-Sourcing Central Support Team immediately:

via telephone: **0845 0100 132**

via email at: esourcing@justice.gsi.gov.uk

- 5.3.4.2 In the event of system issues please contact the Bravo Solutions Helpdesk:

via telephone: **0800 069 8630**

- 5.3.5 Bidders are advised to ensure that they allow sufficient time to address issues requiring assistance in using the e-Sourcing portal when submitting their Bids. Difficulties in using the e-Sourcing portal cannot be taken into account if the submission deadline is not met.

6 THE COMPETITION PROCESS

6.1 Indicative Timetable

- 6.1.1 An indicative timetable of the Competition is set out below. The timescales indicated and the dates specified are indicative only and subject to change. The Authority may at its discretion amend the timetable and/or the process at any time by notifying all Bidders.

Date	Activity
Once Bidder has reviewed no later than 04/11/2020	Deadline for submission of Bidder Confidentiality Agreement
28/10/2020	ITT published to Bidders
28/10/2020	Period for Bidder Clarification Questions (BCQs) start
06/11/2020	Deadline for submission of Declaration of Acceptance
10/11/2020	Period for BCQs end
12/11/2020	Deadline for final publication of responses to BCQs
16/11/2020	Deadline for submission of Bids
07/12/2020	Award notification
08/12/2020 to 17/12/2020	Standstill Period
18/12/2020	Contract Award
18/12/2020	Start Date

6.2 Data Room

- 6.2.1 Information relating to the goods will be available in Volume 5: Data Room. Information in the Data Room will be refreshed as required during the Competition. Bidders will receive an update when there has been a refresh of information in the Data Room.
- 6.2.2 It is the Bidder's responsibility to ensure that their Bid has taken account of the latest published version of all documents and data. The publication of updated or additional information will not necessarily result in the extension of the Bid submission deadline.
- 6.2.3 All information in the Data Room is subject to the Confidentiality Agreements that each Bidder signed and submitted before participating in this Competition. Without prejudice to the Confidentiality Agreements, Bidders agree that they will maintain the information accessed via the Data Room in confidence and will not disclose any of the information except as expressly permitted by the Confidentiality Agreement.
- 6.2.4 The information in the Data Room has been prepared to assist Bidders in responding to this ITT. Bidders acknowledge that the Authority (or any of its directors, officers, employees, agents or professional advisers):
- Do not make any representation or warranty, express or implied, as to the accuracy, completeness or currency of the information or any oral or other communication in connection with the information; and

- Shall not have any liability whatsoever to any person resulting from the use or reliance by any person of any of the information or any oral or other communication in connection therewith (provided that nothing in this ITT excludes or limits liability for fraud).

6.3 Due Diligence

- 6.3.1 It will be the responsibility of Bidders to ensure that they have undertaken their own due diligence process in formulating their Bids. The Authority will not warrant/certify any information provided other than where such information is expressly included as part of the ITT documentation contained within Volumes 1 – 6.

6.4 Requests for Clarification by Bidders

- 6.4.1 Bidders may submit clarification questions to the Authority in relation to any aspect of the ITT during the Bidder Clarification Question period, the deadline for which is stated in the indicative timetable at 6.1. Bidders should use the Bidder Clarification Questions (BCQ) Template provided at Annex 3 to request clarifications or to raise questions arising from this ITT and should submit such questions via the e-Sourcing portal messaging facility.
- 6.4.2 Please do not reveal the identity of the Bidder in the body question as the clarification may be published to all Bidders in the Master Bidder Clarification Questions (BCQ) Log.
- 6.4.3 The Authority will endeavour to respond to all clarification questions as soon as possible and will have responded to all clarification questions by the date set out in the indicative timetable at 6.1.
- 6.4.4 In order to assist the Authority in providing prompt responses, Bidders are kindly requested to review BCQs that have been previously asked, either by themselves or by other Bidders, in order to avoid unnecessary duplication.
- 6.4.5 The Authority will not respond to any clarification questions submitted through any other medium, or to any other member of the Authority except in accordance with the instructions above.
- 6.4.6 The Authority will circulate to all Bidders anonymously, via the e-Sourcing portal the content of any queries raised by individual Bidders and the answers given to those questions, where it considers that the information would benefit all Bidders.
- 6.4.7 Bidders shall clearly indicate whether any submitted query is "commercially sensitive" denoting that the content of the query and subsequent answer is unique to its Bid and thereby core to its competitive advantage.
- 6.4.8 The Authority shall consider and be the final arbiter on whether a query and answer is in fact "commercially sensitive". In the event that the Authority agrees the subject matter is core to a Bidder's competitive advantage then the subsequent response will not be circulated to other Bidders. In all other circumstances the Authority will confer with the Bidder that submitted the query before anonymously circulating to all Bidders.
- 6.4.9 Please ensure that you read all of the ITT documents and start considering your response in sufficient time to submit all of the clarifications you wish to raise ahead of the end of the clarification period, and to follow up on responses provided by the Authority if necessary.
- 6.4.10 Bidders are responsible for monitoring the e-Sourcing portal and the Master BCQ Log (questions and answers document) for any responses to questions, general clarifications or other information

issued by the Authority. The Master BCQ Log may contain important information that could affect Bids.

6.5 Confirmation of Information provided by Bidders

- 6.5.1 The Authority is relying on the information provided by Bidders during this Competition (including but not limited to information concerning the Bidder's team and structure, and information submitted in certifications and declarations). If, at any time there are any changes to this information, the Bidder must advise the Authority as soon as practicable (irrespective of whether this is before or after the submission of a Bid).
- 6.5.2 In the event that a change occurs after Bid submission, the Authority reserves the right to require a full re-evaluation of the Bid in light of any changes so communicated.
- 6.5.3 The Authority reserves the right to require Bidders to confirm that any information provided by the Bidder remains accurate at all future stages of this Competition and to take such action as the Authority deems appropriate in the event of any changes to, or inaccuracies in, such information.
- 6.5.4 Bidders are reminded that the Authority must be immediately notified of any changes, or proposed changes in the information provided so that a further assessment can be carried out by applying the exclusion grounds and selection criteria to the new information provided. The Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.

6.6 Questions to Bidders

- 6.6.1 At any time, following submission of Bids, the Authority may ask a Bidder to clarify, specify or describe in more detail certain parts of its Bid.

7 AWARD CRITERIA AND EVALUATION METHODOLOGY

7.1 Award Criteria

- 7.1.1 The award criteria, which include both price and non-price (quality) criteria, are described in Volume 3: Evaluation Methodology.

7.2 Evaluation Methodology

- 7.2.1 In order to determine which Bidder will be awarded the Contract, the Authority will apply the evaluation methodology described in Volume 3: Evaluation Methodology. The Evaluation Methodology provides Bidders with a detailed description of how Bids will be assessed by the Authority and any award restrictions in place.

8 AWARD DECISION

8.1 Notification of Award

- 8.1.1 The Authority will notify each Bidder by electronic means of its award decision.

8.2 Standstill Period

8.2.1 The Authority intends to apply a standstill period of 10 calendar days starting on the day following the date on which the notification of the award decision was sent to Bidders in accordance with section 6.1 Indicative Timetable. The Authority will not enter into a Contract before the expiry of the standstill period.

8.3 Concluding the Contract Agreement

8.3.1 The Bidder undertakes that, in the event of the Bid being accepted by the Authority, and the Authority confirming in writing such acceptance to the Bidder, the Bidder shall execute the Contract as amended to accommodate aspects of the Bid within seven (7) calendar days, (or any other period of time as determined by the Authority at its sole discretion) of being called upon to do so by the Authority.

8.3.2 In cases where the Bidder fails to:

- Agree, without caveats or limitations, that in the event they are successful in this Competition, they will unreservedly sign the Contract.
- Execute the Contract by signing it when requested to do so by the Authority; or
- Execute the Contract within seven (7) calendar days of being called to do so;

the Authority reserves the right to deem the Bidder's Bid non-compliant and award the Contract to the next highest Price and Non-Price Total Score which is compliant with the award rules.

8.3.3 The Authority reserves the right to visit the Bidder's premises prior to any contract award being made, and both the Bidder and Authority will remain responsible for their own expenses incurred.

8.4 Economic and Financial Standing

8.4.1 Bidders must satisfy the Authority that they are of good financial standing, are capable of responsible financial management and that there are no material risks to their solvency, liquidity or other aspect of their financial standing which may affect their ability to perform their obligations under the Contract. Bidders who, in the Authority's opinion, are not of sufficient economic and financial standing will be excluded from the procurement.

9 GENERAL

9.1 Governing Law

9.1.1 The law of England and Wales is applicable to this Competition.

9.1.2 Any dispute arising under or in connection with the Competition will be subject to the exclusive jurisdiction of the Courts of England and Wales.

9.2 Contract

9.2.1 A Bid is an offer to enter into a Contract on the terms of the contents of the Bid and shall be capable of acceptance by the Authority. Notification of an award decision does not constitute

acceptance by the Authority. Any procurement document shall only have contractual effect when it is contained within an executed written Contract.

9.3 Bidder Warranties

9.3.1 In submitting its Bid, the Bidder warrants, represents and undertakes to the Authority that:

- It has complied with the conditions set out in this ITT;
- All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Bidder, its staff or agents in connection with or arising out of the ITT are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the Bid;
- It has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the ITT and has not submitted its Bid in reliance upon any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority); and
- It has full power and authority to respond to this ITT and to perform the obligations in relation to the Contract and will, if requested, produce evidence of such to the Authority.

9.4 Right to Verify Information

- 9.4.1 The Authority may contact (or may require the Bidder to contact on its behalf) any of the customers or sub-contractors to whom information relates to in the Bid, to ask that they testify that such information is accurate and true.
- 9.4.2 The Authority reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the Bid evaluation process.
- 9.4.3 The Authority reserves the right to conduct site visits of any premises indicated by the Bidder to be used in connection with the Bidder's provision of the available services and/or audits at any time during the Competition.
- 9.4.4 The Authority may require the Bidder to clarify aspects of its Bid in writing and/or provide additional information. Failure to respond adequately may result in the rejection of the Bidder's Bid and its elimination from further participation in all or part of the Competition.
- 9.4.5 Unless otherwise stated by the Authority, Bidders must provide a full response to a request for clarification within two (2) working days.
- 9.4.6 The Authority may require interviews with, or presentations by the Bidder in order to carry out clarification on elements of the proposal. Such requirements shall imply no obligation on the part of Authority and the Bidder shall be responsible for any of its own expenses incurred. Should interviews or presentations be required, a minimum of two (2) working days' notice will be provided.

9.5 Changes to the Bidding Organisation

- 9.5.1 Where a change in the structure, control, composition or membership of an organisation takes place at any time prior to execution of the Contract, the Authority must be informed of the change in writing immediately, and the Authority reserves the right to re-evaluate the relevant Bid or to deselect the Bidder based on an assessment of any updated information.

9.6 Sub-contracting

- 9.6.1 The Authority recognises that arrangements in relation to sub-contracting may be subject to future change. Where such arrangements change during the competition (including any change of roles/responsibilities, or any addition to or removal of sub-contractors), the Bidder must notify the Authority immediately. The Authority reserves the right to take such action as it deems appropriate in the circumstances including requiring the Bid to be updated to reflect the revised arrangements and re-evaluating the Bid on that basis.
- 9.6.2 Bidders are also reminded that, as set out in section 6.6.4 the Authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of any updated information.

9.7 Authority's Right to Disqualify a Bidder

- 9.7.1 In addition to its rights set out in the other provisions of this document, the Authority reserves the right to reject a Bid and/or disqualify a Bidder where:
- A Bid is submitted late, is completed incorrectly, is materially incomplete, is submitted in any other format other than as specified within this document or fails to meet the Authority's submission requirements which have been notified to Bidders;
 - The Bidder and/or members of the Bidder's team are guilty of material misrepresentation or false statement in relation to its Bid and/or the process;
 - The Bidder and/or members of the Bidder's team contravene any of the terms and conditions of the ITT or other requirement of the Authority;
 - The Bidder breaches the terms of the Confidentiality Agreement; or
 - The Bidder breaches the terms and conditions of use for the e-Sourcing portal or the terms and rules of use of the Data Room.

9.8 Bidder Withdrawal

- 9.8.1 Bidders may withdraw from the process at any time before the deadline for submission of Bids by providing written notification to the Authority via the e-Sourcing portal. After that date, all Bids must remain valid for acceptance for a period of 12 months from the date of the Bid.

9.9 Bidder Conflict of Interest

- 9.9.1 Bidders (and sub-contractors) are responsible for ensuring that no conflicts of interest exist between themselves, their staff, agents and advisors and the interests of the Authority. Bidders must notify the Authority immediately of any actual or potential conflict of interest. Bidders are to

note that the Authority reserves the right to disqualify Bidders where the Bidder fails to notify the Authority that there is an actual or potential conflict of interest, or where an actual conflict of interest exists.

9.10 Authority's Discretion

9.10.1 Neither the issue of the ITT nor any information given later on in the competition commits the Authority to accept any Bid and/or award any Contract pursuant to this procurement and/or constitutes an offer to enter into a contractual relationship.

9.10.2 The Authority reserves the right:

- to cancel the ITT process and evaluation process at any time;
- to undertake checks on, and to request information from, Bidders in relation to their economic and financial standing (which may be used to inform decisions on whether a Bidder will be able to perform their obligations under the Contract;
- to request further information from Bidders in relation to their Bids pre- and post- submission of Bids;
- to amend the terms and conditions of the competition; and/or
- not to award a Contract as a result of the competition.

9.10.3 The Authority may refrain from considering any Bid if it is not in accordance with the requirements and conditions set out in the ITT instructions and requirements.

9.10.4 The Authority may issue to Bidders by way of addenda, amendments and additions to this ITT.

9.11 Costs of Participation

9.11.1 Bidders will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this competition.

9.11.2 This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to the ITT or any other documentation by the Authority at any time. For the avoidance of doubt, the Authority shall have no liability whatsoever to Bidders for (i) any costs incurred through participation in this competition, including the costs of any amendments, changes, discussions or communications and (ii) any costs or any other liability in respect of the cancellation of the Competition under this ITT for any reason howsoever arising.

9.12 Exclusion of Liability

9.12.1 The Authority bears no liability whatsoever for the outcome of the competition and shall not be liable for any Bidder's costs, including any loss of profit or other economic loss incurred by any Bidder, its employees, agents, advisers, sub-contractors or funders. Neither the issue of this ITT nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority to enter into a contractual arrangement.

- 9.12.2 Any and all liability is expressly disclaimed and excluded to the greatest extent permissible by law. Notwithstanding the foregoing, liability for death or personal injury caused by the Authority, its officers, employees, agents or advisors is not excluded.

9.13 Confidentiality

- 9.13.1 Save to the extent made publicly available by the Authority, the information in the ITT is made available on condition that it is treated as confidential by the Bidder and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except for the purpose of enabling a Bid or submission to be made (for example disclosure by a Bidder to its insurers who are directly involved in the Bid provided that such person has given an undertaking at the time of receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.)
- 9.13.2 Bidders are reminded of the Confidentiality Agreements that have been signed and will be in effect.
- 9.13.3 Any information provided by the Authority to each Bidder at any point during the Competition, is made available on condition that it is treated as confidential by each Bidder and its advisers, except where the information is already in the public domain. This includes the information contained in this ITT, any other information provided to Bidders whether via the e-Sourcing portal, orally or in writing during the Competition process, any tender documents issued by the Authority, evaluation and other meetings with the Authority. Bidders must ensure that such information is not disclosed to any other person at any time except and to the extent that this is necessary to enable a Bid to be made.
- 9.13.4 Subject to the provisions of the ITT, the Authority will ensure that its Bids are treated as commercially sensitive and is not shared with any other Bidder.
- 9.13.5 The Authority may disclose information submitted by Bidders during the Competition to its officers, employees, Agents or advisers or other government departments who are stakeholders in the Competition.
- 9.13.6 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross Government role delivering overall Government Policy on public Competition – including ensuring value for money and related aspects of good Competition practice. For these purposes, the Authority may disclose within Government any of the Bidder's documentation / information (including any that the Bidder considers to be confidential and / or commercially sensitive such as specific bid information) submitted by the Bidder to the Authority during this Competition. Bidders taking part in this competition consent to these terms as part of the Competition.

9.14 Freedom of Information & Environmental Information

- 9.14.1 The Authority is subject to the requirements of the Freedom of Information Act 2000 (FOI Act) and the Environmental Information Regulations 2004 (EIR), the subordinate legislation made under the FOI Act/EIR and any guidance and/or codes of practice issued (from time to time) in relation to such legislation. All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOI Act or the EIR.

9.14.2 In respect of any information submitted by a Bidder that it considers being commercially sensitive, the Bidder should:

- clearly identify such information as commercially sensitive;
- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.

9.14.3 Where a Bidder identifies information as commercially sensitive, without prejudice to section 9.14.2 of this Volume which applies to information contained within the Contract, the Authority will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority might be required to disclose such information in accordance with the FOI Act and the EIR. Accordingly, the Authority cannot guarantee that any information marked “commercially sensitive” will not be disclosed.

9.15 Intellectual Property

9.15.1 The copyright in this ITT and any other documentation provided as part of this competition is owned by the Authority. Bidders shall not reproduce or make available any part of these documents to any third party (unless for the purpose of preparing a Bid) without the prior written consent of the Authority.

9.15.2 The Bidder grants the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Bid for the purposes of carrying out this Competition; complying with the law and/or any government guidance; and/or carrying out the Authority’s business activities. This licence shall also permit the Authority to sublicense the use of the Bid to its advisers or other Contracting Bodies for the same purposes.

9.15.3 This ITT and all copies of it and draft iterations of it are the property of the Authority.

9.16 Publicity

9.16.1 It is permissible to use the corporate logos of the Ministry of Justice for the sole purpose of illustrating or badging Bids.

9.16.2 However, Bidders should not disclose or make available to the press, or in any other way make public, any information in respect of this ITT and any other documents concerning this Competition without the express written permission of the Authority.

9.17 Canvassing and Collusion

9.17.1 Any attempt by a Bidder (or sub-contractors), its employees, advisors or agents to:

- Influence the Competition;
- Obtain information on another Bidder or another Bid from the Authority, or its officers, employees, agents or advisors;
- Offer any inducement, fee or reward to any officer, employee, agent or advisor of the Authority;

- Canvass any such persons;
- Do anything which would constitute an offence under the Bribery Act 2010 or under section 117 of the Local Government Act 1972;
- Contact any officer, employee, agent or advisor of the Authority about any aspect of the competition except as authorised in this ITT, including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such employee for the purpose of the competition or for soliciting information in connection with the competition;
- Enter into any agreement or arrangement with any other Bidder to fix or adjust the manner or content of its Bid;
- Enter into any agreement or arrangement with any other Bidder that such other Bidder shall refrain from participating in the competition;
- Cause or induce any person to enter any such agreement or to inform the Bidder of its Bid and their contents;
- Obtain details of the Bid of another Bidder;
- Communicate to any person other than the Authority the contents of its Bid except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of its Bid (for example, for insurance or a guarantee); or
- Carry out any other co-operation or collusion which the Authority considers has actually or potentially undermined competition;

may result in the Bidder being disqualified from the Competition without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract.

9.18 Anti-Competitive Behaviour

- 9.18.1 In order to create a level playing field for Bidders, the Authority may require evidence from Bidders that their arrangements are not anti-competitive. The Authority reserves the right to require Bidders to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
- 9.18.2 Any evidence of any anti-competitive behaviour could result in Bidders being disqualified from the competition.

9.19 Security Classifications

- 9.19.1 Bidders are encouraged to make themselves aware of the Government Security Classifications (GSC) scheme and identify any potential impacts in their Bid, as the protective marking and applicable protection of any material passed to, or generated by, Bidders during the Competition or pursuant to any contract awarded as a result of this Competition will be subject to the GSC. The link below to the Gov.uk website provides information on the new GSC:

<https://www.gov.uk/government/publications/government-security-classifications>

9.20 Contact and Communication

- 9.20.1 Unless expressly specified otherwise, the Authority is the sole and central point of contact for the Bidders in the competition and the ITT. Bidders must communicate solely in the manner specified in this ITT through the e-Sourcing portal.
- 9.20.2 To ensure consistency and transparency as well as maintain commercial confidentiality, Bidders should not contact the Authority other than through the identified channels in this document using the process described to discuss any elements of this competition or the requirement.
- 9.20.3 The Authority's contact point is:

MoJ Commercial Team
Commercial and Contract Management Directorate
Ministry of Justice
10th Floor
102 Petty France
London
SW1H 9AJ

✉ adrian.cunningham@justice.gov.uk

ANNEX 1 – DECLARATION OF ACCEPTANCE



Declaration of
Acceptance.docx

The file naming convention for submission of the Declaration is:

‘[Bidder Name]_Declaration of Acceptance’

For example: ‘Perspex and Polycarbonate screens Ltd_Declaration of Acceptance’

See section (1.7) for submission requirements.

ANNEX 2 – BID FORM



Bid form.docx

The Bid Form should be uploaded to the 'Forms' section of the 'Technical Envelope' within the sourcing event. The file naming convention is:

'[Bidder Name]_Bid Form'

For Example: 'Perspex and Polycarbonate screens Ltd_Bid Form'

ANNEX 3 – BIDDER CLARIFICATION QUESTIONS (BCQ) TEMPLATE

As instructed in the BCQ template the Bidder is required to use a clean template for each batch of BCQs it submits to the Authority.



BCQ Template for
Bidders.xlsx

The file naming convention for submission of the BCQ template is:

'[Bidder Name]_BCQ submission [insert no.]_[DDMMYY]'

For example: 'Perspex and Polycarbonate screens Services Ltd_BCQ Submission 1_081120'