RSSB INVITATION TO TENDER FOR THE PROVISION OF: Catering Services

Deadline: 31/01/17 - 14:00

ITT Reference: RSSB2429

# TENDER DOCUMENTS

1.1.1 RSSB intends to procure a contract for Catering Services (hereinafter referred to as the “Services”).

1.1.2 Your company is hereby invited to tender to provide these Services.

1.1.3 This procurement is being carried out under the Light-Touch Regime, services applicable as set out in Schedule 3 of the PCR 2015 (Annex A).

1.1.4 The purpose of the procurement is to identify the Tender which represents, from the point of view of RSSB, the most economically advantageous solution for the delivery of the Services.

1.1.5 RSSB intends to award a single Contract to a single entity (hereinafter referred to as the “Contract”) for three years with the possibility to extend for another 24 months in 12 month increments.

1.1.6 This Invitation to Tender (ITT) sets out RSSB’s detailed requirements and invites Tenderers to propose a solution for meeting these requirements.

# 1.2 Contents

1.2.1 These guidance notes for tenderers contain:

1. RSSB’s Contract strategy (Section 2)
2. An explanation of the ITT process and timescales (Section 3)
3. A description of the Tender documents required (Section 4)
4. Guidance on how RSSB will evaluate the Tender responses (Section 5)
5. A disclaimer (Section 6)

1.2.2 Tenderers should note that these guidance notes refer to the following additional documents:

1. Appendix A: Company information
2. Appendix B: Grounds for exclusion
3. Appendix C: Schedule of Qualifications
4. Appendix D: Declaration
5. Appendix E: Sub-contractors
6. Appendix F: Conflicts of Interest
7. Appendix G: Schedule of Requirements
8. Appendix H: Pricing Schedule
9. Appendix I: Draft Contract

## Contract strategy

## Overview of requirements

* + 1. The Rail Safety and Standards Board (RSSB), a not for profit company owned by major industry stakeholders, was established in 2003. The company’s primary objective is to support its members (the rail industry) to achieve their objectives of improving safety and performance and value for money across the industry.
    2. The RSSB occupies the 4th floor of The Helicon, 1 South Place in Moorgate. As well as the 305-staff employed at site, daily visitor numbers vary significantly due mainly to meetings and events.
    3. As part of its role the RSSB hosts rail industry events throughout the year. The programme comprises conferences, workshops and training courses covering all aspects of rail safety and standards, innovation and research and development. Most of the events are free to attend but some are limited by invitation only.
    4. Current catering services are provided as part of the Total Facilities Management contract. For the new contract, the RSSB has decided to manage the services directly as a separate contract.
    5. The catering provision required by RSSB comprises three main elements:

1. The procurement and distribution of beverage ingredients to tea points, on a Monday to Friday basis;
2. The procurement and delivery of beverages, breakfasts and working-style lunches to meeting rooms and break-out areas, predominately on a Monday to Friday basis
3. The provision of a variety of special functions including staff celebrations, evening drinks’ and canape receptions and refreshments for a wide range of visitors’ events.  
   * 1. On-site back of house facilities comprise a beverage preparation kitchen and dry storage only. Due to the lack of primary cooking space, a key requirement of this contract is for the supplier to provide high quality hospitality from an offsite production unit. In addition, the supplier must have the capacity to supply highly trained service staff as well as appropriate crockery, cutlery, glassware, linen and other consumables, as required.
     2. The specifications within this document are based on services as currently operated and where appropriate annual volumes are detailed as a guide.

## 2.1.2 Please see Appendix G: Schedule of Requirements for full details.

## Desired contract relationship

2.2.1 RSSB will seek a cooperative relationship, based on a clear understanding of respective roles and responsibilities, as well as the principles of:

1. transparency and fairness of process;
2. disclosure of relevant information and guidance when required;
3. identification and pre-emption of delivery risks;
4. rapid resolution of issues based on and ‘agile’ and "fix-first, argue later" ethos;
5. delivery of the approved solution to time/in budget given the very short timescale; and
6. a value-for-money solution.

## Contract terms and conditions

* + 1. Any Contract arising from this Procurement shall comprise the following documents:

1. Appendix I: Draft Contract - RSSB’s Standard Terms & Conditions;
2. Clarifications log;
3. Appendix G: Schedule of Requirements
4. Appendix C: Schedule of Qualifications - as returned to RSSB with the Tender;
5. The Technical Responses as returned to RSSB with the Tender; and
6. Appendix H: Pricing Schedule as returned to RSSB with the Tender.

In the event of any conflict between any of the documents, they shall be afforded the order of precedence shown above.

* + 1. Any Contract arising from this Procurement shall be subject to English law and the exclusive jurisdiction of the courts of England.

## ITT Process

## ITT single point of contact

* + 1. Your main point of contact is: Tanja Odinsen [shareditt@rssb.co.uk](mailto:shareditt@rssb.co.uk)
    2. Tenderers must not approach any of RSSB’s staff except where expressly permitted by this ITT.

## Procurement Timetable

3.2.1 The timetable for this procurement follows. This is intended as a guide and whilst RSSB does not intend to depart from the timetable, it reserves the right to do so at any stage.

The expected milestones are set out below:

|  |  |
| --- | --- |
| 06/01/17 | Release of the ITT |
| 06/01/17 | Clarification period starts |
| 16/01/17 | Supplier scope clarification day (14:00-16:00) |
| 23/01/17 | Clarification period closes (“**Tender Clarifications Deadline**”) |
| 25/01/17 | Deadline for the publication of responses to Tender Clarification questions |
| 31/01/17 (14:00) | Deadline for submission of Tenders to the Contracting Authority (“**Tender Submission Deadline**”) |
| 31/01 – 08/02/17 | Evaluation Period |
| 10/02/17 | Supplier clarification meeting, to be confirmed |
| 14/02/17 | Award notification issued to successful and unsuccessful Potential Providers. |
| 23/02/17 | Standstill period |
| 24/02/17 | Execution of contract |
| 24/02/17 – 01/04/17 | Mobilisation period |
| 01/04/17 | Service commencement date |

* 1. Scope Clarification Meeting  
     1. A scope clarification meeting will be held at RSSB’s offices – The Helicon, One South Place, EC2M 2RB on the 16th January, 2017 from 14:00-16:00. This is an opportunity for Potential Providers to seek clarification on the Requirements. Potential Providers are invited to attend to provide feedback on the requirements in advance of the tender submission deadline. The objective of the meeting is for RSSB to clarify whether the requirements are sufficiently clear for Potential Providers to submit an effective response. We expect the scope clarification meeting to be a two-way dialogue, with an open floor to general Q&A. Commercial information will not be shared.
     2. Any questions should be prepared in advance of the clarification of scope meeting and sent by email to shareditt@rssb.co.uk, by the 12th January, 2017 at noon, to ensure that questions can be answered on the day. Please ensure you quote RSSB2429 in the subject line.
     3. Tenderers must notify RSSB of their intention to attend by noon on 11th January 2017– email: [shareditt@rssb.co.uk](mailto:shareditt@rssb.co.uk) Maximum 2 attendees per Potential Provider. Please ensure you quote RSSB2429in the subject line.
  2. Issue of ITT

3.5.1 It is the responsibility of Tenderers to ensure that they have downloaded and read all the relevant documents. All documents are important and contain information which may have a considerable bearing on the success of the Tender Response. A list of all relevant documents is provided at Section 1.2.

3.5.2 Either in response to requests for additional information or clarifications in respect of this ITT or RSSB, may modify the ITT in any respect, by way of clarification, addition, deletion or otherwise, prior to the deadline for the receipt of Tenders.

* + 1. Any alterations, additions or deletions to the Tender documents shall be issued in the form of supplementary documents, which shall form part of the Contract.

3.7. Confirmation of intention to submit

3.7.1 Suppliers shall inform RSSB of their intention to submit a tender by confirming this via email to the main point of contact by the date shown in table 1.

3.7 Clarification questions

3.7.1 Questions about the Contract requirement, the Contract Terms and Conditions, or about the content of the ITT must be submitted to the main point of contact and in any event by the clarification deadline set out within the Procurement Timetable (Table 1).

3.7.2 RSSB will respond to all reasonable clarifications as soon as possible by issuing a clarifications log, which will be transmitted to all Tenderers, listing Tenderers' questions and RSSB.’s response to them. If a Tenderer wishes RSSB to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of RSSB, the clarification is not confidential, RSSB will inform the Tenderer, and the Tenderer shall have an opportunity to withdraw the query. If the query is not withdrawn, the response will be issued to all Tenderers.

3.8 Tender submission

3.8.1 All tender response documents must be submitted to the main point of contact and must be received no later than the time and date set out in the Procurement Timetable (Table 1).

3.8.2 Response documents to be provided as part of a complete response shall include:

1. Appendix A: Company information
2. Appendix B: Grounds for exclusion
3. Appendix C: Schedule of Qualifications
4. Appendix D: Declaration
5. Appendix E: Sub-contractors
6. Appendix F: Conflicts of Interest
7. Appendix H: Pricing Schedule
8. Tenderer’s Suitability Question Responses
9. Tenderer’s Technical Question Responses

3.9 Additional information

3.9.1 RSSB reserves the right to seek further information or evidence for the purposes of confirming or clarifying any aspect of the content of a Tender.

3.9.2 RSSB reserves the right, at its sole discretion, to request a Parent Company Guarantee and/or some other financial or performance guarantee.

## Structure of compliant Tender

4.1 Tenderers must answer all questions.

4.2 The Technical response must contain no reference to prices or any other information of a commercial nature.

4.3 Certain questions require supporting documents to be uploaded. For each document so requested:

1. it must be supplied;
2. it must be in English;
3. it must be named as directed by this ITT;

4.4 Only documents requested by this ITT must be provided with the Tender. Tenders which contain unsolicited materials (for example sales brochures or other marketing materials) may be disqualified.

4.5 The documents as enclosed are to be accepted in their entirety. If any alteration is made or these instructions are not fully complied with the tender may be invalidated.

4.6 The Tenderer shall be deemed to have satisfied itself as to the nature, extent and the content of the goods, services or works to be provided, the extent of staff required and all other matters, which may affect the tender.

4.7 It is the Tenderer’s responsibility to ensure the tender is correct at the time of submission. No amendment to the tender will be allowed after the due date.

## 5. Evaluation Process

In evaluating tenders, the most economically advantageous tender will be sought. This will be done using the evaluation criteria and weightings detailed in **tables 2-4.**

The evaluation criteria detail the minimum requirements. Therefore, any tender which cannot demonstrate that it meets any of the minimum requirements will not be marked and will automatically score zero.

Tenderers are advised to carefully consider the attached requirements, ask clarification questions to ensure these are understood.

## 5.1 Phase 1 – Initial compliance check

5.1.1 Each Tender shall first be reviewed to ensure that it has been submitted on time and meets RSSB.’s submission requirements as notified in Instructions to Tenderers.

## 5.2 Phase 2 – Evaluation of Suitability

5.2.1 The Tenderer shall provide responses to all questions in table 3.

5.2.2 The RSSB will evaluate each of the suitability questions in table 3 as either:

* “Pass” or “Fail” and reserves the right to disqualify forthwith any Tenders which score “Fail” against any of the questions
* Out of a maximum of three (3) as per the scoring methodology in table 2. The evaluation panel will be unable to give partial scores (for example 2.5) A score below two (2) for any part of the suitability question will constitute a failure to evidence suitability (against the requirement of the procurement) and will automatically disqualify the Tender.

The relevant scoring mechanism for each Suitability question is noted against it in table 3.

5.2.3 Tenders may also be disqualified if:

1. Any questions are not answered;
2. Includes in Appendix C any qualifications not acceptable to RSSB;
3. Includes in Appendix B any grounds for mandatory exclusion; or
4. Includes in Appendix F any conflicts of interest that have not been sufficiently mitigated

5.2.4 Only Tenders which have not been disqualified shall progress to Evaluation Phase 3 –Evaluation of Technical Response.

Table 2 – Scoring Methodology

|  |  |  |
| --- | --- | --- |
| **Grade label** | **Grade** | **Definition of grade** |
| Unacceptable | 0 | The response has been omitted, or the Tenderer proposal evidences inadequate (or insufficient) capacity or capability to deliver the requirement(s) |
| Weak | 1 | The Tenderer has demonstrated merit, although there is weakness evident in its capacity or capability for the purposes of the procurement. |
| Satisfactory | 2 | The Tenderer has evidenced a level of capacity and capability suitable for the purposes of the procurement. |
| Good | 3 | The Tenderer has evidenced a significant level of capability and capacity for the purposes of the procurement. |

**Table 3 – Suitability Questions**

|  |  |  |  |
| --- | --- | --- | --- |
| **Suitability Evaluation Area** | **Evaluation Question** | **Evaluation Criteria N/A** | **Minimum Score** |
| S1 Technical Capability (experience) and Contract Examples | Please provide details of your experience (as an organisation) of the delivery of services similar to those required under this contract. This should be evidenced with contract examples. Please provide details of up to three contracts from either, or both, the public and private sectors, that are relevant to RSSB requirement(s). Contracts for the supply of services should have been performed during the past three years  If the Tenderer is operating in a “management” capacity (e.g. as part / lead of a consortium), then this management integration capability should be evidenced along with the operational delivery activities  Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_S1  Max response length: 5 x A4 pages. | The Tenderer’s response is relevant to this procurement in terms of  - Size  - Complexity  - Value | 2 |
| S2 Operational Capability (leadership/ management) | Please provide details of the qualifications and experience of senior staff, who have led similar contracts where they were responsible for ensuring the delivery of a contract  Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_S2  Max response length: 2 x A4 pages. | The Tenderer’s response shows that it:  - Has resource with relevant qualifications and experience of leading similar projects in the past | 2 |
| S3 Technical capability (service delivery) | Please provide details of the qualifications and experience of the key resources who have worked on similar contracts (highlighting the role each has undertaken) in delivering similar requirement(s). Tenderers must demonstrate that the personnel proposed have direct experience of being involved with similar requirements and that each member has the relevant skills and competencies to fulfil the specific roles identified.  Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_S3  Max response length: 2 x A4 pages. | The Tenderer’s response shows that it  - Has resources that have appropriate skills  - Has resources that have appropriate experience and qualifications | 2 |
| S.4  Staffing (knowledge base) | Please detail the number of staff available to the Tenderer (including consortia members and named sub-contractors where appropriate) carrying out of services directly relevant to those required.  Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_S4  Max response length: 2 x A4 pages. | The Tenderer’s response shows that it  - Has a resource base capable of mitigating delivery risk  - Has a pool of knowledge and experience available. | 2 |
| S.5 Insurance requirements | Please demonstrate that you have sufficient insurance in place covering Employers Liability, Public Liability and Professional Indemnity Insurance.  Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_S5  Max response length: 3 x A4 pages. | The Tenderer provides confirmation of self-certification:  Employer’s (Compulsory) Liability Insurance = £2M  Public Liability Insurance = £2M  Professional Indemnity Insurance = £1M | Pass/Fail |
| S.6 Turnover | No response required as RSSB will perform a financial stability check using Dunn & Bradstreet. | The bidder’s turnover is a minimum of 2X the RSSB Contract Value  Demonstrable financial stability | Pass/ Fail |

## 5.3 Phase 3 – Evaluation of Technical Response

5.3.1 The Tenderer shall provide responses to all questions in table 4

5.3.2 An evaluation panel consisting of representatives of key stakeholders within RSSB will evaluate the Tenderer’s responses to the Technical Questions (set out in table 4) out of a maximum of three (3) using the methodology set out in table 2. The Evaluation Panel will not be allowed to give partial scores (for example 2.5); however, once all scores are aggregated, the technical scores will be rounded to two decimal places. An independent member of the procurement team will act as a moderator during the assessment

5.3.3 Each question is weighted to show the relative importance significance of the criteria specific areas for assessment. Tenderers should ensure that their responses give the RSSB confidence that each aspect of the Schedule of Requirements has been met.

5.3.4 Technical response scores shall account for 60% of the final score.

5.3.5 Tenderers may be disqualified if:

1. A grade of zero (0) in any of the evaluated technical questions before the weightings are applied; or
2. a grade of one (1) in more than one of the evaluated technical questions before the weightings are applied or
3. an overall Technical Score of less than 36% (60% of the maximum available quality score of X) after the weightings have been applied to all the evaluated technical/quality questions.

**Table 4 – Technical Questions**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| No | Reference to Schedule of Requirements | Evaluation Question | Evaluation Criteria | Weight |
| T1 |  | Tenderers must provide a concise summary highlighting the key aspects of the proposal  Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T1  Max response length: 3 x A4 pages. | N/A - This response is not evaluated and is used to contextualise the Tenderer’s response.) | N/A |
| T2 | 2.1 Free Issue Beverages | Please explain how you will ensure that free issue beverage points and table top coffee machines are replenished and checked daily, detailing the following;   1. How do you ensure an effective system in place to ensure minimum stock levels of free issue beverages for beverage points and replenishment and checks for table top coffee machines. 2. How you ensure the service delivery staff perform to the agreed contract   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T2  Max response length: 2 x A4 pages | Potential providers must demonstrate:   1. Effective process for monitoring and maintaining stock to ensure appropriate stock levels of free issue beverages and replenishment and checks of table top coffee machines. 2. Effective measures to ensure the service delivery staff understand and deliver the contractual requirements | 10% |
| T3 | 2.2/2.3 Office Meetings and Special Events | Please demonstrate how you will ensure the delivery of a timely catering/hospitality service for office meetings and special events from a central production unit, detailing the following;   1. Resource plan in place to ensure provision of food and drink for Office Meetings and Special Events, Monday to Friday during business hours, e.g. breakfast meetings, lunches and evening dinners. 2. Please outline how you will accurately capture catering/hospitality requirements for office meetings by linking into or capturing the information stored in the RSSB Condeco room booking system demonstrating flexibility and a fast turnaround time. 3. How do you ensure diverse dietary requirements, including but not exclusive to food allergies, cultural and religious requirements are accurately captured. 4. Please demonstrate how you will provide prime quality products to RSSB. 5. Please demonstrate your ability to provide alcohol for events as and when required.   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T3  Max response length: 3 x A4 pages. | The potential provider must demonstrate;   1. Effective resource plan with measures in place to ensure the service delivery staff understand and deliver the contractual requirements 2. Effective systems and processes in place to accurately capture hospitality requirements for all office meetings, e.g. sandwich lunches, tea and coffee requests for all office meetings, linking into the RSSB Condeco meeting room booking system. 3. An effective system in place to ensure any dietary requirements are captured and accommodated. 4. All products delivered to RSSB are of “prime” and or “class 1” quality upon delivery and serving. 5. Evidence of alcohol license in place for events taking place at RSSB. | 20% |
| T4 | 3.1 Menus, Service and Presentation Skills | Please detail your menus and optional service elements for the following:   1. Evidence of menus in place for office meetings, special events including morning and afternoon refreshments as well as options for sit down lunches and dinners with a clear pricing structure in place.   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T4  Max response length: 5 x A4 pages | Potential providers must provide:   1. A selection of menu options available for office meetings and special events, including formal and informal sit down lunches and dinners. | 5% |
| T5 | 3.2 Staffing | Please demonstrate how you will manage the following:   1. An effective process for resourcing the provision of catering and hospitality services to ensure the service delivery staff understand and deliver the contractual requirements 2. How TUPE consultation and any transfer will be handled.   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T5  Max response length: 2 x A4 pages | The potential provider must demonstrate the ability to;   1. Source staff to maintain beverage points, deliver the required service to office meetings and special events. 2. A legal and effective methodology for dealing with TUPE Consultation and transfer. | 5% |
| T6 | 3.3 Sustainability | Please demonstrate how you will promote healthy and sustainable practices in all aspects of food sourcing, production and waste.   1. Operate a waste reduction system that reduces waste to landfill. 2. Sustainable sourcing and production methods in place.   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T6  Max response length: 2 x A4 pages | Potential providers must demonstrate:   1. An effective waste reduction system in place 2. Sourcing and production methods in place that consider social and environmental factors and conform to industry social and animal welfare standards. | 5% |
| T7 | 3.4 Contract Management and Reporting | Please demonstrate how you will ensure the contract is managed effectively through:   1. Contract and relationship management. 2. A clear management structure in place as well as monitoring and reporting arrangements to fully deliver the services 3. Risk management and mitigation   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T7  Max response length: 2 x A4 pages | Potential bidders must demonstrate:   1. An efficient contract management process in place including a schedule in place for regular contract review meetings to ensure any issues are managed in a timely manner, resolved and/or escalated if required. 2. Monthly reporting against itemised free issue beverage consumption, office meeting lunches etc. and special event catering. 3. Effective process for management of risk at all stages of service delivery | 5% |
| T8 | 3.5 Quality Assurance and Standards / Health Safety and Hygiene | Please detail your approach to Quality Assurance and Standards / Health Safety and Hygiene and provide evidence of any standards/qualifications you have in place.   1. Effective quality assurance system in place. 2. Evidence of compliance with relevant Food Acts and Health, Safety and Hygiene at work.   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T7  Max response length: 2 x A4 pages | Potential providers must demonstrate:   1. Clear quality assurance process in place and plans for continuous improvement. 2. Evidence of standards and qualifications in place. | 5% |
| T9 | 3.6 Mobilisation and transition to new contract and delivery | Please explain how you will mobilise the Services to ensure they are fully operational by the Service Commencement Date   1. How you will work with RSSB and the incumbent supplier, to understand the scope of the required Services to provide a draft mobilisation plan with clear timelines and key milestones in place. 2. How do you ensure the service delivery staff perform to the agreed contract requirements.   Please provide your response as an attachment using the filename: RSSB2924\_YourSupplierName\_T9  Max response length: 2 x A4 pages | Potential providers must demonstrate:   1. Draft Mobilisation Plan provided in either Word, Excel or PDF format with clearly identified timelines and key milestones for a Service Commencement Date of 1 April 2017. 2. Effective measures to ensure the staff understand and deliver the contractual requirements. | 5% |
| T10 |  | Tenderers must identify any areas of RSSB responsibility NOT already detailed within the Specification.  Please provide your response as an attachment using the filename: \_YourSupplierName\_T10  Max response length: 2 x A4 pages | N/A - This response is not evaluated and is used to contextualise the Tenderer’s response.) | N/A |
| T11 | Pricing | Please provide details of your costs in the separate excel spreadsheet attached as Appendix H | N/A | 40% |

## 5.4 Phase 4 – Evaluation of Commercial Response

5.4.1 The Tenderer shall complete and submit Appendix H – Pricing Schedule

5.4.2 The Tenderer’s price shall be inclusive of all costs and expenses to provide the goods, services or works requested in this invitation to tender must be provided and all assumptions must be clearly stated.

5.4.3 All prices quoted shall be in sterling (unless otherwise requested in the Tender Documents), exclusive of Value Added Tax and shall be firm.

5.4.4 The commercial evaluation will be carried out by establishing the assessed price of each submission making any adjustments necessary to ensure the tendered price are treated on an equal basis. The tendered price shall be taken from each completed Pricing Schedule as per Appendix H to this ITT.

5.4.5 The Tender which achieves the lowest acceptable assessed price will be awarded full available marks for commercial response, with all other tenders being base-lined to this and awarded proportionate scores. The rationale to be applied will be:

Score = Lowest Tender Price x Available Weighting

Tender Price

5.4.6 Tenders with abnormally low prices may be rejected by RSSB. Any Tender with a contract price that is 25% below the average of all the contract prices excluding the highest assessed price will be deemed suspiciously low. Suspiciously low prices will be considered further by RSSB before a decision is taken as to whether the price is abnormally low.

5.4.7 The commercial response scores shall account for 40% of the final score.

5.4.8 The payment schedule, should the Tender be successful, will be agreed at the kick off meeting.

Payments shall only be issued following satisfactory delivery and written sign off by RSSB.

5.5 Phase 5 – Most Economically Advantageous Tender

5.5.1 The Contract will be awarded to the Tenderer who has submitted the most economically advantageous proposal as evaluated by RSSB.

5.5.2 For each Tender RSSB will combine the Total Commercial Score (maximum possible score 40) with the Total Technical Score (maximum possible score 60) to calculate the Tender’s Overall Score (maximum possible score 100).

5.5.3 The most economically advantageous Tender will be the one which achieves the highest Overall Score.

## 6. Disclaimer

6.1 No information contained in this ITT, or in any communication made between RSSB and any Tenderer regarding this ITT, shall be relied upon as constituting a contract, agreement or representation that any contract will necessarily be offered.

6.2 Tenderers must place no reliance on communications from RSSB in respect of the Services or this ITT except when made in accordance with this ITT. Tenderers are solely responsible for obtaining the information that they consider is necessary to prepare the content of their tender and to undertake any investigations they consider necessary to verify any information RSSB provides during the procurement process.

6.3 RSSB reserves the right, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time.

6.4 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses regarding the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will RSSB, or its advisors, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisors incur in this process, including if this tendering process is terminated or amended by RSSB.

6.5 A Tenderer may be disqualified at any stage if:

1. Tenderer is guilty of material misrepresentation in relation to its application and/or the process;
2. Tenderer contravenes any of the terms and conditions of this ITT;
3. A change in identity, control, financial standing, previous bid position or other factor impacting on the selection and/or evaluation process affecting the Tenderer; and
4. The Tenderer will be excluded should any of the grounds for mandatory rejection or discretionary rejection be triggered. Mandatory requirements can be viewed at <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf>
5. Tenderer is assessed to have a high risk of insolvency over the lifetime of the contract; e.g. the Tenderer may be excluded if its current assets to current liabilities ratio is less than 1; or
6. Tenderer is assessed to have a high risk of insufficient financial capacity to deliver the services effectively

6.6 The disqualification of a Tenderer will not prejudice any other civil remedy available to RSSB and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

6.7 RSSB reserves the right to terminate any contract arising out of this procurement at any time if RSSB becomes aware that information provided within the Tender was misleading.

6.8 This ITT and all information supplied by RSSB about this ITT shall be treated as confidential by the Tenderer (except that such information may be disclosed subject to obligations of confidentiality corresponding to those which bind the potential provider and only so far as is necessary for the purpose of obtaining sureties, guarantees, Tenders and professional advice necessary for the preparation and submission of a Tender).

6.9 All materials, specifications and data supplied by RSSB to the potential providers shall, at all times, be and remain the exclusive property of RSSB, but shall be held by the potential provider in safe custody. They shall not be used other than for the preparation and submission of a Tender or in accordance with RSSB’s written instructions or authorisation. RSSB reserves the right to require Tenderers to sign a separate confidentiality agreement.