# Invitation to Quote: Title

TIMETABLE FOR PROCUREMENT PROCESS

This procurement process will run to the provisional timetable:

|  |  |
| --- | --- |
| ITQ release | 29/01/2024 |
| Window for bidders to clarify bid parameters before application | From 05/02/2024 to 12/02/2024 |
| **ITQ closure to submissions** | **19/02/2024** |
| Notification of successful bidder and feedback | Week commencing 11/03/2024 |
| Contract signing | TBC |
| Work commences | April 2024 |
| Work completed | 3-year contract with the provision to extend for a further 2 years on a 12 month basis. |

ITQ INFORMATION

The Contracting Authority(s) is utilising an electronic tendering tool to manage this Procurement and to communicate with Bidders. Accordingly, there will be no hard copy documents issued to Bidders and all communications with the Contracting Authority(s), including the submission of Bids, will be conducted electronically via the Portal.

Should Bidders have problems using the portal, they should use the dedicated help number listed on the front page of the portal.

The Contracting Authority(s) shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with this Procurement, or any part thereof, at any time. Nothing in this ITQ should be interpreted as a commitment to award this Procurement.

The Contract concluded as a result of this ITQ shall be governed by English law and the exclusive jurisdiction of the English Courts.

The ITQ is intended for the exclusive use of the Bidder and is provided on the express understanding that the ITQ and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. Subject to the exceptions referred to below, the contents of this ITQ are being made available by the Contracting Authority(s) on condition that:

1. Bidders shall at all times treat the contents of this ITQ and any related documents (together called the “Information”) as confidential.
2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any person at any time or allow any of these things to happen.
3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting or deciding whether to submit a Bid; and
4. Bidders shall not undertake any publicity activity within any section of the media.
5. Bidders may disclose, distribute, or pass any of the Information to their Bidder Members provided that either:
6. this is done for the sole purposes of enabling a Bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
7. the Bidder obtains the prior written consent of the Contracting Authority(s) in relation to disclosure, distribution or passing of Information; or
8. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement or to any Contract arising from it; or
9. the Bidder is legally required to make such disclosure.

Upon written request from the Contracting Authority(s), Bidders shall promptly provide evidence that such undertakings have been provided.

FREEDOM OF INFORMATION

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the “FOIA”), the Contracting Authority(s) may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the said Act or the Environmental Information Regulations 2004 (the “EIR”), be required to disclose information submitted by the Bidder to the Contracting Authority(s).

In respect of any information submitted by a Bidder that it considers commercially sensitive, the Bidder should complete and submit an additional Word document to:

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

Where a Bidder identifies information as commercially sensitive, the Contracting Authority(s) will endeavour to maintain confidentiality. Bidders should note however, that, even where information is identified as commercially sensitive, the Contracting Authority(s) may be required to disclose such information in accordance with the FOIA or EIR. In particular, the Contracting Authority(s) is required to form an independent judgement concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority(s) cannot guarantee that any information marked ‘confidential’ or ‘commercially sensitive’ will not be disclosed.

Where a Bidder receives a request for information under the FOIA or the EIR during the Procurement process, this should be immediately passed onto the Contracting Authority(s) and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

CANVASSING

The Contracting Authority(s) reserves the right to disqualify (without prejudice to any other civil remedies available to the Contracting Authority(s) and without prejudice to any criminal liability which such conduct by a Bidder or any of their Bidder Members may attract) any Bidder or Bidder Member who, in connection with this ITQ:

1. offers any inducement, fee or reward to any representatives or advisors of the Contracting Authority(s).
2. does anything which would constitute a breach of the Bribery Act 2010.
3. canvasses any of the persons referred to above in connection with this ITQ; or
4. contacts any of the persons referred to above prior to conclusion of the Contract with the Recommended Bidder about any aspect of the ITQ in a manner not permitted by this ITQ (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such person).

Other than where specifically permitted by this ITQ, no attempt should be made to contact the Contracting Authority’s project team office, nor to contact the Contracting Authority(s) or the Contracting Authority’s advisers as part of this Procurement. Contact for the purposes of this section includes in person, telephone, e-mail, written or other communication. Any enquiries made to persons other than the Contracting Authority(s) project team will be regarded as prima facie evidence of canvassing.

NON-COLLUSION

The Contracting Authority(s) reserves the right to disqualify (without prejudice to any other civil remedies available to them and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder or Bidder Member who, in connection with this ITQ:

1. fixes or adjusts the amount of their Bid by or in accordance with any agreement or arrangement with any other Bidder or Bidder Member of another Bidder (other than a Bidder’s own Bidder Members); or
2. enters into any agreement or arrangement with any other Bidder or Bidder Member of another Bidder to the effect that they shall refrain from submitting a Bid or as to the amount of any Bid to be submitted; or
3. offers or agrees to pay or give or does pay any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid, any act of omission (without prejudice to any other civil remedies available to the Contracting Authority(s) and without prejudice to any criminal liability which such conduct by a Bidder or Bidder Member may attract) relating to any other Bid or proposed Bid for this requirement; or
4. causes or induces any person to enter such agreement as is mentioned in either paragraph (a) or (b) or to inform the Bidder or Bidder Member of the amount or approximate amount of any rival Bid; or
5. canvasses any of the persons referred to in the paragraph (Canvassing) in connection with this ITQ; or
6. communicates to any party other than the Contracting Authority(s), the amount or approximate amount of its proposed Bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid or insurance or any necessary security).

RULES OF CONTACT

The rules of contact set out in this Section apply throughout the Procurement. These rules are designed to promote an open, fair, unbiased, and legally defensible Procurement. Contact for the purposes of this section includes in person, telephone, e-mail, written or other communication. The rules of contact are as follows:

1. no Bidder, no Bidder Member nor any of such Bidder's advisors, consultants or subcontractors may communicate with another Bidder, members of another Bidder team or the advisors, consultants or subcontractors of another Bidder with regard to the ITQ, the Procurement, the Contracting Authority(s) or the Bids. This prohibition does not apply to -
	* communication between a Bidder and a subcontractor that is a Relevant Organisation to more than one Bidder, provided that such subcontractor does not act as a conduit of information between Bidders: and
	* public discussion regarding the ITQ or any public or collective Bidder informational meeting sponsored and/or organised by the Contracting Authority(s).
2. unless otherwise specifically noted in this ITQ or authorised by the Contracting Authority(s), all communications between the Contracting Authority(s) and a Bidder with regard to the ITQ will be between such Bidder's Authorised Representative and the Procurement Lead through the contract. All such communication, for the period of this Procurement, must be issued via the Portal. Strictly no other forms of communication to the Contracting Authority(s) will be accepted (including telephone calls, postal queries/submissions, faxes, or email communications).
3. no Bidder, Bidder Member, or any of such Bidder's advisors, consultants or subcontractors may have ex parte communications with the Contracting Authority(s) or any of their employees, advisors, contractors or consultants regarding the ITQ, or the Procurement, other than as expressly permitted in this ITQ or through the procedures above;
4. the Contracting Authority(s) will not be responsible for or bound by any oral communication or any other information or contact occurring outside the official communication procedures specified herein.

RIGHT TO REJECT BIDS

Bidders acting in contravention of the provisions set out in this ITQ or any other information provided by the Contracting Authority(s), may, at the sole discretion of the Contracting Authority(s), be disqualified and excluded from further participation in this Procurement

The Contracting Authority(s) reserves the right to reject or disqualify a Bidder and/or its Bidder Members where:

1. a Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the submission requirements which have been notified to Bidders.
2. the Bidder and/or its Bidder Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Procurement process.
3. the Bidder and/or its Bidder Members are guilty of material misrepresentation in relation to its application and/or the process.
4. the Bidder and/or its Bidder Members contravene any of the provisions set out in this ITQ.

or

1. there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Bidder Members.

The disqualification of a Bidder will not prejudice any other civil remedy available to the Contracting Authority(s) and will not prejudice any criminal liability that such conduct by a Bidder may attract.

PROCUREMENT COSTS

Each Bidder and its advisers are fully responsible for all costs incurred by them arising out of or in connection with this document, or their responses to this ITQ. The Contracting Authority(s) will not be responsible for any costs, howsoever arising (including, without limitation, any loss of profit or economic loss), incurred by any Relevant Organisation or its advisers or any other person in relation to the Procurement including, but not limited to, any cancellation or variation to the Procurement exercised by the Contracting Authority(s) in its absolute discretion.

RIGHT TO CANCEL

The Contracting Authority(s) reserves the right:

1. to cancel or withdraw from this Procurement process at any stage whether in respect of all, or any of the Contracting Authorities in the Contracting Authority(s).
2. not to award a contract under this Procurement process.

BIDDER CLARIFICATION PROCESS

The objective of the ITQ Bidder clarification period is to give Bidders the opportunity to submit questions to the Contracting Authority(s) where they require clarification on the information contained in the ITQ, or otherwise provided by the Contracting Authority(s), or received by the Bidder.

The Contracting Authority(s) will endeavour to respond to each clarification question received during the clarification period within three (3) working days.

Important Note: The Contracting Authority(s) will not accept/respond to clarification questions received after the closing date i.e. Bidder Clarification Deadline.

Bidders must submit clarification questions using the Portal correspondence facility. Clarification requests made outside of the Portal will not be accepted (including those made by telephone, fax, email, or postal queries).

In order to ensure equality of treatment of Bidders the Contracting Authority(s) will distribute the questions and clarifications raised by Bidders, together with the subsequent responses from the Contracting Authority(s), to all participants via the Portal. The source of each question or clarification will not be disclosed.

Bidders should indicate if a query is of a commercially sensitive or confidential nature – where disclosure of such query and the answer would, or would be likely, to prejudice its commercial interests. Bidders must set out the reason(s) for non-disclosure of the clarification question to other Bidders, however, if the Contracting Authority(s) does not either:

1. consider the query to be of a commercially sensitive; or
2. confidential nature; or
3. one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority(s)’s proposed response.
4. they will hold at their discretion the right to refuse such a request and will inform the requesting Bidder of any such decision (without advising them of the proposed response). The Bidder will then have the right to withdraw the question or clarification.

EVALUATION

Evaluation will be carried out by a panel made up of representatives from the Contracting Authority(s) and their advisors. Only evaluators authorised by the Contracting Authority(s) will have access to Bid information.

The members of the evaluation team will be subject matter experts in one or more areas and therefore may only evaluate a few questions based on their knowledge and expertise therefore bids responses may be evaluated by a Panel of experts or by individuals.

Panel members will convene as a group and assess Bids collectively utilising a score sheet, as exampled by the Evaluation Criteria document.

Finance Scores: The total price question will be scored according to the Finance Score Example.

The total of both the Quality and Finance scores will be the overall weighted score out of 100%.

The scoring matrix will be as follows:

|  |  |  |
| --- | --- | --- |
| **Assessment**  | **Score**  | **Interpretation**  |
| Excellent  | 5  | Exceeds the requirement. Exceptional demonstration by the Bidder of the relevant ability, understanding, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.  |
| Good  | 4  | Satisfies the requirement with minor additional benefits/added value. Above average demonstration by the Bidder of the relevant ability, understanding, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.  |
| Acceptable  | 3  | Satisfies the requirement. Demonstration by the Bidder of the relevant ability, understanding, resource and quality measures required to provide the services, with evidence to support the response.  |
| Minor Reservations  | 2  | Does not fully satisfy the requirement, with minor reservations. Some minor reservations of the Bidder’s relevant ability, understanding, resource and quality measures required to provide the services, with little or no evidence to support the response.  |
| Serious Reservations  | 1  | Does not satisfy the requirement, with major reservations. Considerable reservations of the Bidder’s relevant ability, understanding, resource and quality measures required to provide the services, with little or no evidence to support the response.  |
| Unacceptable  | 0  | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, resource & quality measures required to provide the services, with little or no evidence to support the response.  |

Any bid received that is over the £75,000 maximum contract value (Excluding VAT) will be rejected. Please also include the VAT Cost.

In evaluating Bidder Responses, the Contracting Authority(s) / Evaluation Panel will only consider information provided in response to this ITQ. Any prior knowledge of the Bidder or their Bidder Members, its practice or reputation, or its involvement in existing services, projects or procurements will NOT be taken into consideration.

The evaluation process will be conducted to ascertain the most economically advantageous tender (MEAT). Economic advantage is interpreted as affordable value for money (VfM) which in turn, is a combination of the following criteria, in conjunction with full acceptance of the terms and conditions of Contract:

1. Quality - Service Delivery and Performance.
2. Cost and Affordability.

The information supplied in the Compliance Questionnaire by each Bidder will be checked for completeness and compliance with the requirements of the ITQ before responses are evaluated. Where necessary the Contracting Authority may ask the bidders for clarification on any of the answers within the Compliance Questionnaire. Please note that each question within the Compliance Questionnaire requires an answer and will state whether it is: “For information” or “Pass/Fail”. Any Bidder that “Fails” a question at this stage will not progress to the next evaluation stage. Some questions will not result in a Fail if the Bidder is not currently compliant but will be a Pass with the Condition Precedent that compliance must be satisfied prior to commencement of this service, these questions will state “Pass/Pass with Condition Precedent”.

The Compliance Questionnaire is in the format of “tick boxes” and comments.

Where, in the opinion of the Contracting Authority(s), a Bid Response is non-compliant as per evaluation criteria and this tender instruction, the Bidder may be disqualified. In this event, further evaluation of the ITQ will not be undertaken, and the Bidder will not be taken any further in this Procurement process.

Clarifications may take place at the sole discretion of the Contracting Authority(s) when it is clear that documentation is missing due to a mere administrative error or similar.

All documentation must be in English.

Response documents must be submitted in the original format and Bidders may be eliminated from evaluation and progression in the Procurement if documents are presented in a changed format e.g. PDF.

The submission responses MUST be made within the ITQ RESPONSE TEMPLATE. No other formats will be accepted. Word limits must be adhered to.

In the result of a tie break situation, i.e. where two or more Bidders achieve the same highest total percentage score over both Quality and Finance, the highest scoring bid for Quality will take precedence as the highest weighted element of the overall evaluation criteria.

PROCUREMENT TRANSPARENCY

The government is committed to greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public procurement. These measures include:

* Requirements in the Public Contracts Regulations 2015 to publish advertised opportunities and contract awards above certain low thresholds.
* Policy commitments to publish all central government contracts over the value of £10,000 to be published in full online.
* Adoption of the Government’s Transparency Principles.

Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract, the resulting contract between the supplier and the Authority will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law.

APPENDICES

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| **Appendix** | **Title** |
| Appendix A | Specification  |
| Appendix B | Evaluation Criteria |
| Appendix C | Example Finance Evaluation |
| Appendix D | Contract |
| Appendix E | Response Template |
| Appendix F | ITQ Compliance Questions |
| Appendix G | Contract Information |
| Appendix I | ITQ Compliance Questionnaire |