

INVITATION TO QUOTE FOR LOTTERY FORUM PARLIAMENTARY EXHIBITION

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1. Introduction

Sport England is seeking to appoint a Provider for the design and build of the Lottery Forum Parliamentary Exhibition.

The Contract has an anticipated value of £10,000.

The purpose of this Invitation to Quote (ITQ) is to provide quotes against a predetermined set of requirements through which Sport England can identify the Most Economically Advantageous Tender (MEAT).

2. Contact Details

All questions regarding this procurement process and Sport England should be made by email to Liz Hilder at <u>liz.hilder@sportengland.org</u>.

3. Requirement

Introduction	The Lottery Forum comprises of the six biggest Lottery good cause distributors in the UK: Arts Council England, the Big Lottery Fund, the British Film Institute, Heritage Lottery Fund, Sport England and UK Sport. From Monday 20 February until Thursday 23 February, the six organisations will be hosting an exhibition in the Upper Waiting Hall in the Houses of Parliament to help MPs find out how National Lottery Funding improves the wellbeing of their constituents.
Requirements/ Objectives	The Lottery Forum is looking for a large, visually attractive display boards with clear messaging. There will be two large panels, which will be "reskinned" from an original National Lottery design, a further 3x3 pop up stand which will have a plain design the in recognisable National Lottery branding and four "mantra boards" in National Lottery branding which the MP will hold for a photo opportunity. There will also be two TV screens on stands that will be visually attractive.
	Before the exhibition, the forum will need invitations to be designed. At the exhibition, distributors will also hand out z-cards containing information from all 6 distributors.
Tasks	 Artwork for editable invitations in the National Lottery branding in the style of the save the date. Design and reskinning of panels. The Lottery forum will be able to provide the frame. Design of a graphic back-drop and hire of 3x3 pop up stand. Exhibition transport and logistics – due to Parliamentary activity the exhibition has to be installed on Friday 17 February and removed on Friday 24 February. Design and print of four mantra boards that MPs will hold at the exhibition Design and print of Z-cards
Duration	 Due to the short timescales, the Lottery Forum will begin working with the organisation as soon as the ITQ process is complete (Wednesday 18 January) The Exhibition will be installed in the afternoon of Friday 17 February Upper Waiting Hall and will need to be removed in the morning of Friday 24 February.
Proposal/Quote	To respond to the ITQ please send a very short proposal and full quote for the work listed above. Examples of some of the designs required (appendix 1) are attached to the ITQ. The examples are for illustrative purposes and will require new messaging provided by the Lottery Forum.

4. Evaluation

The evaluation process will be conducted in a manner that ensures that bids are evaluated fairly. Tender responses (see point 3 above) will be evaluated against the criteria shown in the table below. The successful bid will be the one that, in the opinion of Sport England, offers the Most Economically Advantageous (MEAT) to Sport England having regard to the criteria shown in the table below.

CRITERION:		WEIGHTING
Quality of service	Deliver high quality service with support during design and installation of the exhibition, recognising the need of six distributors	20%
Design and installation	Deliver high quality design and build of exhibition stand and various props	20%
Customer Service	Deliver high quality customer service with face to face/over the phone contact	20%
Price	To ensure value for money for the services provided	40%

5. Timetable

Set out below is the proposed procurement timetable. This is intended as a guide and whilst Sport England does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
03/01/2017	ITQ to be issued
06/01/2017	Closing Dates for Questions: to be submitted by 17:00
17:00 11/01/2017	Closing date and time for receipt of responses to ITQ
12/01/2017	Evaluation of ITQ responses
13/01/2017	Notification of award

6. Notices and Instructions to Bidders

- 6.1. These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any queries please email <u>liz.hilder@sportengland.org</u>.
- 6.2. Bidders should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Bidder accepts these Conditions of Participation.
- 6.3. All material issued in connection with this Invitation to Quote (ITQ) shall remain the property of Sport England and shall be used only for the purpose of this procurement exercise.
- 6.4. The Bidder shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

- 6.5. The Bidder shall not make contact with any other employee, agent or consultant of Sport England who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Sport England.
- 6.6. Sport England shall not be committed to any course of action as a result of:
 - 6.6.1. Issuing this ITQ or any invitation to participate in this procurement exercise
 - 6.6.2.An invitation to submit any Response in respect of this procurement exercise
 - 6.6.3.Communicating with a Bidder or a Bidder's representatives or agents in respect of this procurement exercise
- 6.7. Bidders shall accept and acknowledge that by issuing this ITQ Sport England shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 6.8. Sport England reserves the right to amend, add to or withdraw all or any part of this ITQ at any time during the procurement exercise.

7. Confidentiality

- 7.1. Bidders shall at all times treat the contents of the ITQ and any related as confidential, save in so far as they are already in the public domain.
- 7.2. Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
- 7.3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
- 7.4. Bidders shall not undertake any publicity activity within any section of the media.
- 7.5. Bidders may disclose, distribute or pass any of the Information to the Bidder's advisers, subcontractors or to another person provided that one or more of the following applies:
 - 7.5.1. This is done for the sole purpose of enabling a Tender 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
 - 7.5.2. The Bidder obtains the prior written consent of Sport England in relation to such disclosure, distribution or passing of Information
 - 7.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement
 - 7.5.4. The Bidder is legally required to make such a disclosure
- 7.6. In paragraph 3.5, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 7.7. Sport England may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. Sport England also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

8. Freedom of Information

8.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), Sport England may, acting in accordance with the Secretary

of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Bidder to the Sport England.

- 8.2. In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should:
 - 8.2.1. Explain the potential implications of disclosure of such information
 - 8.2.2. Clearly identify such information as commercially sensitive
 - 8.2.3. Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 8.3. Where a Bidder identifies information as commercially sensitive, Sport England will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive, Sport England may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Sport England is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, Sport England cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 8.4. Where a Bidder receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Sport England and the Bidder should not attempt to answer the request without first consulting with Sport England.

9. Tender Validity

Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

10. Preparation of Tender

- 10.1. Bidders must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Sport England, or any of their advisers, be liable for any costs or expenses borne by Bidders, sub-contractors, suppliers or advisers in this process.
- 10.2. Bidders are required to complete and provide all information required by Sport England in accordance with the Conditions of Tender and the Invitation to Quote. Failure to comply with the Conditions and the Invitation to Quote may lead Sport England to reject a Tender Response.
- 10.3. Sport England relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 10.4. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by Sport England or their advisers and representatives. Bidders should notify Sport England promptly of any perceived ambiguity, inconsistency or omission in this ITQ, any of its associated documents and/or any other information issued to them during the procurement process.

11. Submission of Tenders

- 11.1. Tenders should be received by Sport England via email to <u>liz.hilder@sportengland.org</u> no later than 1700 hours on 11 January 2017. Tenders received after that time may not be accepted
- 11.2. Sport England may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Bidders.
- 11.3. The Tender and any documents accompanying it must be in the English language.
- 11.4. Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

12. Canvassing

12.1. Any Bidder who directly or indirectly canvasses any officer, member, employee, or agent of Sport England concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Bidder, Tender or proposed Tender will be disqualified.

13. Disclaimers

- 13.1. Whilst the information in this ITQ has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 13.2. Neither Sport England, nor their advisors, nor their directors, officers, members, partners, employees, other staff or agents:
 - 13.2.1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITQ;
 - 13.2.2. Accepts any responsibility for the information contained in the ITQ or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 13.3. Any persons considering making a decision to enter into contractual relationships with Sport England following receipt of the ITQ should make their own investigations and their own independent assessment of Sport England and its requirements for the services and should seek their own professional financial and legal advice.
- 13.4. Any Contract concluded as a result of this ITQ shall be governed by English law.

14. Collusive Behaviour

Any Bidder who:

- 14.1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party
- 14.2. Communicates to any party other than Sport England the amount or approximate amount of its proposed Tender 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 Tender or insurance or any necessary security)
- 14.3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender
- 14.4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted

14.5. Offers or agrees to pay or give or does pay or give 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 Tender or proposed Tender, any act or omission shall (without prejudice to any other civil remedies available to Sport England and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

15. No Inducement or Incentive

The ITQ is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Tender or enter into a contractual agreement.

16. Queries Relating to Tender

- 16.1. All requests for clarification about the requirements or the process of this procurement exercise should be made via email to <u>liz.hilder@sportengland.org</u>.
- 16.2. Sport England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 16.3. Clarification requests must be submitted via email to <u>liz.hilder@sportengland.org</u> by 1700 hours on 6 January 2017.
- 16.4. In order to ensure equality of treatment of Bidders, Sport England may publish the questions and clarifications raised by Bidders together with Sport England's responses (but not the source of the questions) to all participants.
- 16.5. Bidders should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if Sport England at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Bidders would potentially benefit from seeing both the query and Sport England's response, Sport England will:
 - 16.5.1. Invite the Bidder submitting the query to either declassify the query and allow the query along with the Authority's response to be circulated to all Bidders
 - 16.5.2. Request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 16.6. Sport England reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

17. Amendments to Tender Documents

At any time prior to the deadline for the receipt of Tenders, Sport England may modify the ITQ by amendment. Any such amendment will be issued by Sport England to all prospective Bidders. In order to give prospective Bidders reasonable time in which to take the amendment into account in preparing their Tenders, Sport England may, at its discretion, extend the Deadline for receipt of Tenders.

18. Late Tenders

Any Tender received after 1700 hours on 11 January 2017 may be rejected.

19. Proposed Amendments to the Contract by the Bidder

19.1. Sport England's Terms of Trade can be viewed <u>here</u>.

- 19.2. Any proposed amendments to the Contract must be detailed separately, and returned with the Bidder's ITQ Response.
- 19.3. Where Sport England makes changes to the Contract as a result of the proposals received it will circulate the amended terms to all Bidders.
- 19.4. No changes to our Terms of Trade will be considered unless they are submitted with Tender Responses.

20. Modification and Withdrawal

- 20.1. Bidders may modify their Tender prior to the Deadline by giving notice to Sport England in writing via email to <u>liz.hilder@sportengland.org</u>.
- 20.2. No Tender may be modified subsequent to the Deadline for receipt.
- 20.3. The modification notice must state clearly how Sport England should implement the modification.
- 20.4. Bidders may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent via email to <u>liz.hilder@sportengland.org</u>.

21. Right to Reject/Disqualify

Sport England reserves the right to reject or disqualify a Bidder where:

- 21.1. The Bidder fails to comply fully with the requirements of this Invitation to Quote or is guilty of a serious misrepresentation in supplying any information required in this document
- 21.2. The Bidder is guilty of serious misrepresentation in relation to its Tender
- 21.3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

22. Right to Cancel, Clarify or Vary the Process

Sport England the right to:

- 22.1. Amend the terms and conditions of the Invitation to Tender process
- 22.2. Cancel the evaluation process at any stage
- 22.3. Require the Bidder to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected).

23. Notification of Award

Sport England will place a Purchase Order with the successful Bidder(s) under the <u>Sport England</u> <u>Terms of Trade</u>.

Schedule 1: Supplier's Details

1.1 Supplier Details	
Registered Company Name	
Company Registration Number	
VAT Registration Number (if applicable)	
Main Operational address for the service	
Telephone	
Fax	
Email	
Address for all contractual correspondence	
Address for all service management correspondence	

1.2 Contact Details - Responsible Person for the Contract	
Name	
Postal address	
Phone	
Mobile	
E-mail	

1.3 Contact Details - Responsible Person for the Service	
Name	
Postal address	
Phone	
Mobile	
E-mail	

1.4 Payment Details	
Account Name	
Bank Names	
Address	
Sort Code	
Account Number	

Appendix 1: Attachments

Attached to the ITQ is:

- Example display panels
- Example mantra boards
- Example invitation
- Example Z-cards
- Floorplan of exhibition space

Please note these are for illustrative purposes only.