

**INVITATION TO TENDER**

**Strengthening and Empowering Delivery of the Covenant - Evaluation & Support Services**

**OPEN OJEU PROCEDURE**

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part 1 - **BACKGROUND AND REQUIREMENTS**

1. introduction and overview
	1. The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund(“**the Trust**”) is conducting this Procurement for evaluation and support services for the “Strengthening Delivery of the Armed Forces Covenant” programme. Further detail is provided in this ITT and Schedule 1 (Services Specification) of this ITT.
	2. The Procurement is being carried out under the open procedure, subject to the Public Contracts Regulations 2015 (the "**Regulations**"). The issue of this ITT follows publication of a contract notice in the Official Journal of the European Union.
	3. Bidders must complete Part 2 (Selection Questionnaire) and Part 3 (ITT Response Requirements).
	4. This ITT comprises of the following Parts and Sections:
		1. **Part 1** (Background and Requirements);
		2. **Part 2** (Selection Questionnaire) which comprises:

Section 1 - Background to Selection Questionnaire

Section 2 – Selection Questions – this comprises:

* + - * 1. Sub - section 1: Potential Supplier Information;
				2. Sub - section 2: Exclusion Grounds;
				3. Sub - section 3: Selection Questions; and
				4. Sub—section 4: Additional Questions,
		1. **Part 3** (ITT Response Requirements) which comprises:

Section 1– Evaluation Approach;

Annex A – Commercial Response Document; and

Annex B – Certificate of Tender,

* + 1. **Part 4** (Contract Terms and Conditions); and
		2. **Part 5** (Definitions); and
		3. **Schedule 1** (Services Specification).
	1. This ITT is being made available by the Trust to Bidders on the condition that it is used only in connection with this Procurement and for no other purpose.
	2. The ITT is provided to all Bidders on the same terms and subject to the same conditions.
	3. The purpose of the ITT is to set out the manner in which Bidders must submit their Tender Responses to the Trust.
1. overview of requirements
	1. The purpose of this Procurement is to identify a suitably qualified and experienced service provider to provide evaluation and support services. The definitive statement of the Trust’s requirements is set out in the Services Specification in Schedule 1 of the ITT.
	2. The Contract is anticipated to begin on 14 August 2020 and end on 31 March 2022.
2. indicative procurement timetable
	1. An indicative timetable for the Procurement is set out below. This is intended as a guide only and the Trust reserves the right to amend it at any time.

| **Activity** | **Date** |
| --- | --- |
| OJEU Contract Notice and publication of ITT | Tuesday 16 June 2020 |
| Deadline for submission of clarification questions  | 12pm (midday) on Monday 6 July 2020  |
| Tender Response Deadline  | **12pm (midday) on Thursday 16 July 2020**  |
| Notification of Contract award | 3 August 2020  |
| Standstill Period Ends | 13 August 2020  |
| Contract signature | 14 August 2020 |

1. evaluation
	1. The Trust is conducting the Procurement to establish the Most Economically Advantageous Tender which meets the Trust’s requirements for the Procurement.
	2. The Trust will first evaluate the responses to Part 2 (Selection Questionnaire). If a Tender Response is compliant, the Trust will then evaluate the response to Part 3 (ITT Response Requirements).
	3. The Trust will not evaluate a Bidder’s response to Part 3 (ITT Response Requirements) if the Bidder fails the assessment in Part 2 (Selection Questionnaire).
2. tender return
	1. Bidders agree to be bound by the conditions and limitations contained in this ITT and no purported rejection, variation or addition by Bidders to these conditions will have any effect.
	2. Tender Responses must be received in full by the Tender Response Deadline to enquiries@covenantfund.org.uk. It is the responsibility of Bidders to ensure that their Tender Responses are received by the Trust by the Tender Response Deadline.
3. general instructions

**Tender Compliance**

* 1. Bidders should note that failure, in the Trust's opinion, to comply with any instructions in this ITT (including for the avoidance of doubt any instructions contained in other documents and referred to in this ITT) will render the Bidder's Tender Response non-compliant and result in disqualification from the Procurement. Bidders are therefore advised to ensure that all members of the Bidder's team are made fully aware of these instructions. Bidders should also note that Tender Responses will be rejected if all of the required information called for in this ITT is not received by the Trust by the Tender Response Deadline.
	2. In the event of a discrepancy in or between any elements of the documentation issued in connection with the ITT, the Bidder shall immediately notify the Trust in writing at the address set out below in paragraph 6.3.

**Communications with the Trust**

* 1. All notifications, requests for clarification or further information in connection with the ITT or the Procurement generally must be submitted to enquiries@covenantfund.org.uk*.*
	2. No approach of any kind in connection with the ITT or the Procurement is to be made to any other person within or associated with the Trust, or any other party. Failure to comply with this requirement will result in disqualification from the Procurement.
	3. All communications in respect of the ITT or the Procurement generally shall be in the English language.

**Clarification Questions**

* 1. Any request for clarification of this ITT must be submitted as set out in paragraph 6.3 no later than the time and date specified in paragraph 3.1 above. The Trust will endeavour to provide written responses to the clarification requests received prior to the clarification deadline within a reasonable period to allow Bidders to take the responses into account when completing their Tender Responses.
	2. The Trust will conduct the clarification process (as it will for the Procurement generally) in such a way as to ensure that Bidders are afforded non-discriminatory and equitable treatment.
	3. If the Trust considers any questions or request for clarification to be substantive, except where such an enquiry is of a confidential or commercially sensitive nature, both the question and the response will be communicated where possible in an anonymous or redacted form to all Bidders.
	4. If a Bidder considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons. If the Trust agrees with those reasons it may either:
		1. ask the Bidder to withdraw and resubmit the question so that it does not contain, or the response to the question would not reveal, confidential or commercially sensitive information; or
		2. publish the question and response to other Bidders in a redacted form; or
		3. respond to the question and not publish the question or response.
	5. If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a Bidder but the Trust does not agree, it will offer the Bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all Bidders.
	6. The Trust reserves the right to reject clarification questions containing multiple questions.
	7. Any clarification question that the Trust receives and subsequently issues to other Bidders will not identify the originator of the clarification question. It is the responsibility of each Bidder to ensure that the way the clarification question is phrased does not inadvertently identify the Bidder.

**Commitment**

* 1. The issue of the ITT is not to be construed as a commitment by the Trust to award or enter into a contract and the Trust is not bound to accept any offer resulting from it. Any costs, expenditure, work or effort undertaken, whether or not the Bidder is successful or whether the process is varied in any way, is accordingly a matter solely for the commercial judgement of the Bidder and shall be its sole responsibility.
	2. The Trust reserves the right to vary, cancel or withdraw from the Procurement at any time or to re-invite proposals on the same or any alternative basis.

**Disclaimer**

* 1. The ITT, and any other documents or information to which it refers, has been prepared by the Trust in good faith. However, it does not purport to be comprehensive or to include all of the information Bidders may require or to have been independently verified. The Trust shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the ITT or any other document or information to which it refers.
	2. Subject always to the requirements of paragraph 6.23 (Confidentiality) below, Bidders are responsible for obtaining the information which they consider necessary in connection with the Procurement and must form their own judgement on its validity and suitability. This ITT should not be considered as an investment recommendation made by the Trust to any Bidder. Each Bidder must make its own independent assessment after making such investigations and taking such professional advice as it deems necessary. Subject always to the requirements of paragraph 6.23 (Confidentiality) below, Bidders considering entering into a contractual relationship with the Trust should make their own investigations and enquiries as to the Trust's requirements beforehand. The subject matter of this ITT shall only have a contractual effect when it is incorporated into the express terms of an executed contract.
	3. None of the Trust, their respective servants, agents or advisers make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Bidder on the Information or any part of it). For the avoidance of doubt where Information is of a historical nature, such Information:
		1. may be subject to errors and omissions arising in the ordinary course of operations from time to time; and
		2. cannot be relied upon as evidence of future performance.
	4. To the extent that this ITT or any Information contains matters of opinion, such opinions may have been correct at the time of which they were held and may no longer be correct or relevant.
	5. Whilst the Trust has sought to produce an accurate description of its requirements as they are envisaged at this time, the Trust cannot accept responsibility for the Bidders' interpretation of its requirements. Bidders must form their own conclusions about the methods and resources needed to meet the Trust’s requirements.
	6. The Bidder is responsible for verifying the completeness and correctness of this ITT and highlighting to the Trust any deficiencies, conflicts and ambiguities that prevent the Bidder from submitting a Tender Response or responding to any section in an accurate manner.
	7. Under no circumstances will the Trust, their respective servants, agents or advisers be liable for any costs or expenses incurred by Bidders and/or their members in this Procurement.

**Data Return**

* 1. Any unsuccessful Bidder must return or destroy (in which case supplying a relevant certificate of destruction) all documents and data provided to it and retained during the course of the Procurement by such date as the Trust may specify.

**Confidentiality**

* 1. Subject to the exceptions referred to in paragraph 6.23(d) below, the Information contained in the ITT is made available to Bidders on condition that:
		1. Bidders shall not disclose, copy, reproduce, distribute or pass the Information (or any part of it), to any other person;
		2. Bidders shall not use the Information (or any part of it) for any purpose other than for the purposes of development of their Tender Responses;
		3. Bidders shall comply with the provisions of paragraph 6.36 (Publicity); and
		4. Bidders may disclose, distribute or pass the Information (or any part of it) to another person if either:
			1. this is done for the sole purpose of preparing that Bidder's Tender Response and the person receiving the Information undertakes in writing to keep the Information on the same terms as set out in this paragraph 6.23; or
			2. the Bidder obtains the prior written consent of the Trust in relation to such disclosure, copying, reproduction, distribution or passing of Information.
	2. Any Bidder who does not comply with the requirements set out in paragraph 6.23 above will be disqualified from further participation in the Procurement (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by a Bidder may attract).

**Non-Collusion**

* 1. Any Bidder who, in connection with this Procurement and without obtaining the prior written consent of the Trust:
		1. fixes or adjusts the pricing of its Tender Response by or in accordance with any agreement or arrangement with any other; or
		2. enters into any agreement or arrangement with any other Bidder, or causes or induces any other person to enter such agreement or arrangement, that it shall refrain from participating in this restricted process; or
		3. causes or induces any person to enter into such agreement as mentioned in (a) and (b) above or to inform any Bidder of the whole or any part of any other Bidder's Tender Response; or
		4. offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Bidder's Tender Response; or
		5. communicates to any person other than the Trust any element of its Tender Response;

will be disqualified from further participation in this Procurement (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Bidder may attract).

**Canvassing**

* 1. Any Bidder who, in connection with this Procurement:
		1. offers any inducement, fee or reward to any servant or agent of the Trust or any person acting as an adviser to the Trust in connection with this Procurement or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916 or the Bribery Act 2010; or
		2. contacts any servant or agent of any the Trust or any person acting as an adviser to the Trust prior to the commencement of the Contract being entered into about any aspect of this Procurement process in a manner not permitted by the ITT,

will be disqualified from further participation in the Procurement at the Trust's absolute discretion (in either case without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by Bidder may attract).

**Conflict of Interest**

* 1. Bidders are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and the Trust and its advisers. A Bidder must notify the Trust of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

**Participation in Tenders**

* 1. Bidders may only submit a single tender unless this ITT expressly states otherwise. If a Bidder submits more than one tender before the deadline for Tender Responses, the Trust reserves the right to evaluate the last submitted Tender Response and disregard any previous Tender Responses. However, the Trust will clarify with a Bidder which Tender Response is to be evaluated.

**Participation of Key Sub-Contractors**

* 1. Bidders are permitted to submit one response to this ITT only.
	2. If the Bidder's response to this ITT proposes that it will engage a Key Sub-Contractor, the provisions of this ITT shall, to the extent that they apply to the Bidder, apply equally to a Key Sub-Contractor.
	3. Any person that is a proposed Key Sub-Contractor for a Bidder may be a Key Sub-Contractor for one Bidder only.
	4. If the Bidder intends to appoint a Key Sub-Contractor, it must ensure that the Key Sub-Contractor is not proposed as a Key Sub-Contractor in any other Bidder's response to this ITT.
	5. Any Bidder or Key Sub-Contractor (as the context requires) that, in connection with this Procurement and without obtaining the prior written consent of the Trust:
		1. agrees to act as Key Sub-Contractor to more than one Bidder;
		2. agrees to appoint a Key Sub-Contractor that is named as the proposed Key Sub-Contractor in relation to another Bidder;
		3. causes or induces any person to disclose information relating to the whole or part of another Bidder's response to this ITT;
		4. offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to another Bidder's response to this ITT;
		5. communicates to any person other than the Trust any element of its response to this ITT (except where such disclosures are made in confidence for the purposes of engaging a sub-contractor),

will be disqualified from further participation in this Procurement, without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Bidder or proposed Key Sub-Contractor may attract).

* 1. Where this ITT requires information to be provided by a Key Sub-Contractor, that information must be submitted by the relevant Bidder with that Bidder's information as a single response to this ITT. The Bidder will be responsible for the accuracy and completeness of information of all information that it submits, including that information relating to a Key Sub-Contractor.

**The Trust's Right to Reject Bidders**

* 1. Without prejudice to any of the above paragraphs in this section, the Trust will disqualify any Bidder that does not in the Trust's opinion comply with the requirements of the ITT (including but not limited to the prohibitions set out in paragraphs 6.25 to 6.26 inclusive) or any other requirement of the Trust in connection with this Procurement that may from time to time be notified to Bidders.

**Publicity**

* 1. Bidders shall not undertake, or permit to be undertaken at any time, any publicity or activity with any section of the media (including but not limited to making any announcements) in relation to this Procurement other than with the prior written consent of the Trust. In this paragraph the word "media" includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media sites such as Twitter and Facebook, blogs and web forums) and email accessible by the public at large, and the representatives of all such media.

**Copyright**

* 1. The copyright in the ITT (and in the Information generally) is vested in the Trust and may not be reproduced, copied or stored in any medium without the prior written consent of the Trust. The ITT and any supplementary documentation issued are and shall remain the property of the Trust, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the prior consent of the Trust.

**Bidder Presentations**

* 1. Following evaluation of Tender Responses but prior to the notification of contract award, the Trust reserves the right to invite Bidders to present their Tender Responses to the Trust. If the Trust wishes to hold Bidder Presentations, it shall invite the highest scoring Bidder or the top two or three highest scoring Bidders (depending on the closeness of the scores), when the scores for the Technical Criteria and Commercial Criteria are combined.
	2. The presentations will not be separately evaluated. The purpose of the presentation is solely for verification of Tender Responses. In the event that a presentation, in the opinion of the evaluators, clarifies any aspect of a Bidder’s Tender Response, such that the evaluators would have awarded a different score (whether higher or lower) had any such area been clear within the Bidder’s Tender Response, then the evaluators may adjust any scores as they deem appropriate. For the avoidance of doubt, evaluators will not be under any obligation to adjust scores awarded to a Tender Response as a result of a presentation, and any such adjustment will be at the sole discretion of the evaluators. Bidders will not be entitled to amend any part of their Tender Response as part of their presentation, and the Trust reserves the right to disqualify any Bidder who seeks to gain an unfair advantage through amending its Tender Response in any presentation.
	3. If you are invited to a Bidder Presentation, further details as to the form, content, venue and time of the presentations will be provided in due course.

part 2 – SELECTION QUESTIONNAIRE

**Section 1 - Background to Selection Questionnaire**

* 1. The Trust will evaluate the responses to this SQ on a Pass/Fail basis. If a bidder is awarded a Fail for any question in the SQ, the bid will be excluded from the Procurement.
1. responding to the sq
	1. Bidders must provide a completed response to this SQ by the date and time specified in the indicative procurement timetable at paragraph 3 above.
	2. Bidders must demonstrate that the specific exclusion grounds do not apply and that they have the necessary economic and financial standing and technical and professional ability to meet the requirements of the contract.
	3. Bidders must not submit any document or information other than as expressly required by this SQ.
	4. Bidders must answer every question in a clear and comprehensive manner and in accordance with the instructions in this SQ. Failure to do so may result in the Bidder's SQ response being non-compliant, such that the Bidder is disqualified from the Procurement.
	5. If a question cannot be answered fully by the Bidder, the Bidder must provide a relevant explanation with reasons. If a question does not apply to the Bidder, it must be marked "Not Applicable".
	6. Where a Bidder has submitted supporting information in response to a question in this SQ, the relevant response must refer to the supporting information. Similarly, any supporting information required for the SQ response must indicate the question number of the SQ to which it relates.
	7. Bidders must not include sales materials, brochures or any other supplementary information.
	8. All responses must be in English.
	9. All financial information must be clearly denominated in pounds sterling.
	10. If specific project financial information cannot be provided for reasons of confidentiality, Bidders must state this.
	11. If the Bidder proposes to deliver the Services together with a Key Sub-Contractor, the Bidder must, in addition to providing information in respect of the Bidder’s own organisation, comply with the following in relation to any Key Sub-Contractor:
		1. note the requirements of paragraph 6.29 to 6.34 (*Participation of Key Sub-Contractors*);
		2. submit a completed Part 1, Section 1 (*Potential supplier information*) in respect of the Key Sub-Contractor;
		3. submit a completed Part 1, Section 1 (*Contract details and self-declaration*), signed by a representative of the Key Sub-Contractor;
		4. submit a completed Part 2, Section 2 (*Grounds for mandatory exclusion*) in respect of the Key Sub-Contractor;
		5. submit a completed Part 2, Section 3 (*Discretionary grounds for exclusion*) in respect of the Key Sub-Contractor; and
		6. state clearly when the experience of the Key Sub-Contractor is relied upon for a case study in question 6.1.
2. european single procurement document
	1. If a Bidder wishes to respond in the form of a European Single Procurement Document, the Bidder must contact the Trust to discuss how the requirements of the SQ can be met. Bidders who choose to submit a European Single Procurement Document will need to supplement the information provided to meet the SQ requirements.
3. sq evaluation process

**Part 1 – Section 1: Potential Supplier Information**

* 1. Bidders must complete this section. Information will be reviewed but will not be evaluated other than for completeness.

**Part 2 – Section 2: Grounds for Mandatory Rejection**

* 1. This section is scored on a "Pass/Fail" basis. If a Bidder has provided an unequivocal "No" to all of the questions contained in Section 2 of this SQ, the Bidder will "Pass".
	2. If a Bidder has failed to provide an unequivocal "No" to any of the questions contained in Section 2, subject to paragraph 4.4 below, the Bidder will "Fail" and will be disqualified from the Procurement.
	3. The Trust reserves the right not to disqualify the Bidder if it is satisfied that Regulation 57(6) and Regulation 57(7) of the Regulations are met.
	4. If a Bidder has failed to provide an unequivocal "No" to any of the questions in Section 2 it should provide as much detail as possible in response to the additional information in Part 2 to enable the Trust to decide whether or not the conditions in Regulation 57(6) and Regulation 57(7) of the Regulations are met.

**Part 2 – Section 3: Grounds for Discretionary Rejection**

* 1. This section is scored on a "Pass/Fail" basis. If a Bidder has provided an unequivocal "No" to all of the questions contained in Section 3 of this SQ, the Bidder will "Pass".
	2. If a Bidder has failed to provide an unequivocal "No" to any of the questions contained in Section 3, it should provide as much detail as possible in response to the additional information section in Section 3, question 3.2 of the SQ to enable the Trust to decide whether or not to exclude the Bidder from the Procurement.
	3. The Bidder's response to Section 3 will be evaluated as a "Pass" if the Bidder has provided supporting information that demonstrates to the satisfaction of the Trust that the Bidder has taken appropriate remedial action and "self-cleans" or that there are mitigating factors which would mean that any such issues are unlikely to have a material effect on the Bidder's ability and/or suitability to undertake the Contract.

**Part 3 – Section 4: Economic and Financial Standing**

* 1. Part 3, Section 4 is designed to evaluate whether a Bidder has sufficient economic and financial standing to deliver the contract. A response will "Pass" providing that the Bidder answers "yes" in response to the questions in Part 3, Section 4 and is able to provide the financial statements to verify its response.
	2. Please note that for the purposes of question 4.2, the financial threshold for the purposes of this procurement process is that Bidders must have an annual turnover of at least **£275,000** in each of the last two (2) financial years. Where bidding as a consortium or joint venture, this may be a combined turnover between all joint venture or consortium partners (as applicable).
	3. If a Bidder is unable to meet the turnover threshold in paragraph 4.10, the Trust reserves the right to review the turnover of a third party (e.g. a parent company) provided that the parent company undertakes to enter into a parent company guarantee in the form provided by the Trust or agrees to be jointly liable for the execution of the Contract, if the Bidder in question is successful in this Procurement.

**Part 3 – Section 5: Group Company information**

* 1. If the Bidder states in question 1.2 that the Bidder is a member of a group, or is bidding as part of a joint venture or consortium bid, it may be required to provide a parent company guarantee.
	2. If any Bidder (including any joint venture partner or consortium member) fails to provide confirmation that it will, if requested, enter into a parent company guarantee, the Trust reserves the right to reject that Bidder.

**Part 3 – Section 6: Technical and Professional Ability**

* 1. Part 3, Section 6 is designed to evaluate the Bidder's technical and professional ability to deliver the contract.
	2. Question 6.1 is marked on a “Pass/Fail” basis as follows:

|  |  |
| --- | --- |
| Pass: | In the opinion of the evaluators, the response provided demonstrates that the Bidder has the relevant experience for this Contract and does not give any significant concerns for the evaluators.  |
| Fail: | In the opinion of the evaluators, the response does not demonstrate that the Bidder has the relevant experience to deliver the Services and/or gives rise to significant concerns for the evaluators.  |

* 1. The Trust reserves the right to contact a customer organisation in relation to whom a case study has been given to ask them to complete a reference to verify that the information provided by the Bidder in relation to the case study. Bidders may be required to assist the Trust in taking up a reference and for making sure that the appropriate contact is available and willing to provide a reference.
	2. Question 6.2 will be marked on a “Pass/Fail” basis. A “Pass” will be awarded where either no sub-contracting is intended or, where sub-contracting is intended, the Bidder’s response provides evidence that the Bidder has previously maintained healthy supply chains or otherwise gives the evaluator confidence that sub-contracting will not give rise to significant concerns in terms of either:
		1. maintaining the requisite technical and professional ability to deliver the Services; or
		2. otherwise affecting the Bidder’s ability to deliver the Services to the requisite standards.

**Part 3 – Section 7: Modern Slavery Act 2015**

* 1. Question 7.1 is for information only. Question 7.2 is scored on a Pass/Fail basis. Bidders are required to confirm compliance with the Modern Slavery Act 2015 by answering "Yes" to question 7.2 (if the Bidder is an entity within the scope of the Modern Slavery Act, as described in question 7.1). If Bidders answer "No" to question 7.2, an explanation must be provided. The Trust will reject any Bidder that does not confirm compliance or otherwise provide an explanation to the Trust demonstrating that it has a satisfactory rectification plan in place.

**Part 3 – Section 8: Insurance**

* 1. Question 8.1 is marked on a Pass/Fail basis. Bidders are required to confirm compliance with the insurance requirements stated in question 8.1. A response will "Pass" providing that the Bidder answers "yes" in response to the questions in Part 3, Section 8.

**Section 2: Selection Questions**

Sub-section 1: Potential Supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 1 | Potential supplier information  |
| Question number | **Question** | **Response** |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(c) – (ii) | Registered website address (if applicable) |  |
| 1.1(d) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(e) | Date of registration in country of origin |  |
| 1.1(f) | Company registration number (if applicable) |  |
| 1.1(g) | Charity registration number (if applicable) |  |
| 1.1(h) | Head office DUNS number (if applicable) |  |
| 1.1(i) | Registered VAT number  |  |
| 1.1(j) – (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐No ☐N/A ☐ |
| 1.1(j) – (ii) | If you responded yes to 1.1(j) – (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(k) – (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐No ☐ |
| 1.1(k) – (ii) | If you responded yes to 1.1(k) – (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(l) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(m) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(n) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-1)? | Yes ☐No ☐ |
| 1.1(o) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-2) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[3]](#footnote-3)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(q) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons exercising of significant control over them.

Please provide the following information about your approach to this procurement:

|  |  |  |
| --- | --- | --- |
| Section 1 | Bidding model  |  |
| Question number  | **Question**  | **Response**  |
| 1.2(a) – (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) – (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) – (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) – (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐No ☐ |
| 1.2(b) – (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

Sub - section 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| Section 2 | Grounds for mandatory exclusion  |
| Question number  | **Question**  | **Response**  |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self- Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please note: the Trust reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |
| --- | --- |
| Section 3 | Grounds for discretionary exclusion  |
|  | Question  | Response  |
| 3.1 | **Regulation 57 (8)**The detailed grounds for exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

Sub - section 3: Selection Questions [[4]](#footnote-4)

|  |  |
| --- | --- |
| Section 4 | Economic and Financial Standing  |
|  | Question  | Response  |
| 4.1 | Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes ☐No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.  | Yes ☐No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐No ☐ |
| 4.2 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out.See paragraph 4.10 of Part 2 above for the minimum financial threshold requirement.  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: |
| Name of organisation |  |
| Relationship to the Supplier completing these questions |  |

|  |  |  |
| --- | --- | --- |
| 5.1 | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| 5.2 | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| 5.3 | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| Section 6 | Technical and Professional Ability  |
| 6.1 | **Relevant experience and contract examples**Please provide details of three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. Each contract must relate to the provision of one or more of the following services in the past three years. The three contracts must collectively demonstrate the Bidder’s ability in delivering all of the following services in the past three years: Providing evaluations of projects supporting the Armed Forces community to assess the impact of the projects and lessons learnt; Support and development services, including the provision of online toolkits, to support public sector organisations or VCSE organisations to deliver community projects; andDeveloping Shareable Content Object Reference Model (SCORM) compliant learning management tools, training and content. Consortia bids must provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples must be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Sufficient information should be provided to explain which consortium or joint venture member has provided the example and that consortium or joint venture member must be intended to perform the role to which the examples relates on the contract to be awarded pursuant to this Procurement.Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.**Further guidance:** Each case study must not exceed **one side of A4**. If a case study exceeds this limit, information over the limit shall be disregarded for the purposes of evaluation. In addition, as part of their case study response, bidders must complete the table below. The table can be provided outside of the above page limit.The named customer contact provided must be able to provide written evidence (upon request from the Trust) to confirm the accuracy of the information provided. |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Case Study 1 | Case Study 2 | Case Study 3 |
| Name of customer organisation |  |  |  |
| Point of contact in the organisation |  |  |  |
| Position in the organisation |  |  |  |
| E-mail address |  |  |  |
| Description of contract  |  |  |  |
| Contract Start date |  |  |  |
| Contract completion date |  |  |  |
| Estimated contract value |  |  |  |

|  |  |
| --- | --- |
| 6.2 | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 |
| 7.1 | Are you a relevant commercial organisation as defined by section 54 (“Transparency in supply chains etc”) of the Modern Slavery Act 2015 (”the Act”)? | Yes ☐N/A ☐ |
| 7.2 | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?  | Yes ☐Please provide the relevant url …No ☐Please provide an explanation |

Sub – section 4: Additional Question

Suppliers who self-certify that they meet the requirements to this additional question will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| Section 8 | Additional Questions  |
| 8.1 | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Employer’s (Compulsory) Liability Insurance\* = £5,000,000Public Liability Insurance = £1,000,000Professional Indemnity Insurance = £1,000,000\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes ☐No ☐Yes ☐No ☐Yes ☐No ☐ |

part 3 – ITT response requirements

1. the evaluation process
	1. This Part 3 sets out the Trust's approach to evaluation of Bidders' Tender Responses. The Trust reserves the right to amend and update the approach to assessment and/or evaluation that is set out in this ITT.
	2. It is anticipated that the Trust will carry out an initial assessment of each Bidder's Tender Response to ensure that:
		1. The Bidder has satisfied the requirements set out in Part 2 – Selection Questionnaire;
		2. the Tender Response has been submitted on time and meets the Trust's submission requirements/instructions which have been notified to the Bidders;
		3. the Tender Response is sufficiently complete to enable the response to be evaluated in accordance with the evaluation methodology; and
		4. the Bidder has not contravened any of the terms and conditions of the ITT or the Regulations.
	3. Responses that do not meet the requirements set out in this paragraph 1.2 will be treated as non-compliant. Non-compliant bids will be rejected at this point.
	4. Following the initial assessment, the Trust will evaluate the Tender Responses against the evaluation criteria set out below.
2. evaluation Criteria
	1. The Trust will evaluate the Bidders' Tender Responses on the basis of the Most Economically Advantageous Tender.
	2. Bidders must:
		1. Provide responses for the **Technical Criteria** – each of the questions set out in paragraph 3 below;
		2. Provide responses for the **Commercial Criteria** by completing the Commercial Response Document in Annex A below; and
		3. compete the **Certificate of Tender** in the form set out at Annex B below. This requires Bidders to unconditionally accept the terms of the Contract. A Tender Response shall “Fail” and be excluded from the Procurement if the Bidder does not confirm it unconditionally accepts the terms of the Contract. If the successful Bidder attempts to make amendments before entering into the Contract, the Trust reserves the right to exclude the Bidder and award the Contract to the second ranked bidder in the Procurement.
	3. Where stated, Bidders must comply with the page limits specified in respect of each question. If a Bidder's Tender Response for any question exceeds the stated page limit, the Trust shall only evaluate the portion of the relevant method statement up to the applicable word limit. For example, if a page limit of 1 page is set, the Trust shall only evaluate the first page of that method statement and disregard any information included above that limit.
3. Technical Criteria
	1. The Trust has allocated 80% of the overall available marks to the Technical evaluation.
	2. Bidders are required to provide a response to each of the questions set out in the table below.

|  |  |  |
| --- | --- | --- |
| Question Number | Questions | Weighting |
| 1 | Provide your methodology for delivering the Evaluation Work Stream described at paragraphs 2.3 – 2.6 of the Services Specification to the timescales specified in the Services Specification. Your response must detail the approach to sampling and the quality controls you will implement to ensure the research and its findings are accurate and reliable.***Page limit: 6 sides of A4***  | **20%** |
| 2 | Provide your methodology for delivering the Support and Development Work Stream described at paragraphs 2.7 – 2.11 of the Services Specification to the timescales specified in the Services Specification. ***Page limit: 6 sides of A4*** | **20%** |
| 3 | Please provide: * + 1. a team structure and CVs of the proposed delivery team, which demonstrate that the individuals have the necessary skills and experience to successfully deliver the Contract (please see paragraph 3 of the Services Specification); and
		2. details of how you will ensure your team have capacity and adequate resources to deliver the Services throughout the Contract.

***Page limit: 1 side of A4 for the team structure, 1 side of A4 per CV and 1 side of A4 for part (b).*** | **30%** |
| 4 | Detail the risks to delivering the services and the mitigation actions you will look to implement.***Page limit: 2 sides of A4***  | **10%** |

* 1. The Trust will score the response to the Technical questions by reference to Table 1 below.

**Table 1 – Evaluation of Technical Requirements**

| Score | Definition | Benchmark |
| --- | --- | --- |
| **In the opinion of the evaluators, the Bidder’s response provides information which:** |
| 4 | **Excellent** | * Addresses all aspects of the Requirement and addresses all elements referred to in the Question; and
* Provides a complete and clear methodology and relevant supporting information each of which do not contain any substantive weaknesses; and
* Provides complete confidence in the Bidder’s proposed delivery of the Requirement.
 |
| 3 | **Good** | * Addresses all aspects of the Requirement and addresses all elements referred to in the Question; and
* Provides a clear methodology and relevant supporting information, but contains minor weaknesses; and
* Provides confidence in the Bidder’s proposed delivery of the Requirement, with no more than minor reservations.
 |
| 2 | **Moderate** | * Addresses almost all aspects of the Requirement and almost all elements referred to in the Question; and
* Provides a methodology and supporting information that contains no more than moderate weaknesses; and
* Provides a moderate level of confidence in the Bidder's proposed delivery of the Requirement, with no more than moderate reservations.
 |
| 1 | **Weak** | * Partially addresses the Requirement and partially addresses the elements referred to in the Question; and/or
* Provides a methodology and supporting information that are of limited or no relevance, or contain significant weaknesses; and/or
* The evaluators have significant reservations regarding the Bidder's proposed delivery of the Requirement.
 |
| 0 | **Unacceptable** | * No response or the response does not give the evaluators any confidence in the Bidder's proposed delivery of the Requirement.
 |

**Guidance for Bidders**

* 1. Bidders should note that there is a definition of Requirement stated in Part 5 of this ITT.
	2. To "address” an aspect of a Requirement, a Bidder must refer to its method of service provision in its response to the relevant Question.
	3. Evaluators shall award marks based on the response provided by a Bidder to the Question. When evaluating the response to a Question, evaluators will not make inferences from information contained in the Bidder’s response to another Question or other information otherwise known to the evaluators.

**Calculating Scored Requirements**

* 1. Each sub-criterion will be evaluated separately. For each question, the Bidder shall be awarded a score out of 0-4. The weighted score for each sub-criterion shall be calculated so that:

For a score of 0 – the question weighting is multiplied by 0%

For a score of 1 – the question weighting is multiplied by 25%

For a score of 2 – the question weighting is multiplied by 50%

For a score of 3 – the question weighting is multiplied by 75%

For a score of 4 – the question weighting is multiplied by 100%

For example, if a Bidder receives a score of 3 for each of the Quality questions, its total score for Quality will be 60 out of 80. This is calculated as follows:

Q1 – 20 x 75% = 15

Q2 – 20 x 75% = 15

Q3 – 30 x 75% = 22.5

Q4 – 10 x 75% = 7.25

Total = 60

1. Commercial Criteria
	1. The Trust has allocated 20% of the overall available marks for the Commercial Criteria.

**Commercial Principles**

* 1. The Trust’s maximum budget for this Contract is **£275,000 excluding VAT**. Tender Responses that exceed the budget will be rejected and excluded from the Procurement.
	2. Bidders’ responses should be clear and concise. Bidders are not permitted to submit prices that are qualified or caveated in any way. Tender Responses that contain any qualifications or caveats will be rejected, if the Bidder does not withdraw any such qualifications or caveats.
	3. All prices must be submitted in GBP, excluding VAT (if any).
	4. The Trust’s only liability to pay the Contractor in respect of the Services shall be payment of the fees specified in Annex A of this Part 3 (Commercial Response Document), and reflected in the Contract. The Commercial Response Document must include every cost and expense of the Contractor in connection with the performance of the Services.
	5. Bidders are required to detail the number of days for each element of the Services and day rates in the Commercial Response Document to give the Trust an understanding of how Bidders’ costs are calculated. The Contractor shall be liable for cost overruns (e.g. where elements of the Services take the Contractor longer than original anticipated to complete).
	6. The Contractor shall not be entitled to any fees in respect of the Services except those stated at paragraph 4.5 above.
	7. Bidders should have regard to Clause 5 of the draft Contract which details the payment mechanism which would be used to pay the Contractor. 10% of the total Charges will be paid at the end of the Contract following submission of the final deliverable. All other amounts will be paid monthly in arrears.

**Commercial Evaluation**

* 1. A Commercial evaluation will be carried out in accordance with the following formula:

***Commercial Score = Lowest Bidder’s Charges ÷ Bidder’s Charges X Commercial Weighting***

The “Total Charges” figure in the Charges Summary Table inPart 3 Section 3B (Commercial Response Document) will be used for the purposes of the above calculation.

For example, if:

* + 1. Bidder A’s Total Charges in the Charges Summary Table are£250,000; and
		2. Bidder B’s Total Charges in the Charges Summary Table are£235,000 and Bidder B offers the lowest Total Charges in the Procurement,

Bidder A’s price score will be 18.8% (£235,000 / £250,000 X 20%) and Bidder B’s price score will be 20% (£235,000 / £235,000 X 20%).

Annex A: Commercial Response Document

1. **CHARGES SUMMARY TABLE**
	1. In this table Bidders must set out their total Charges for meeting all of the Trust’s requirements of the Contract. Bidders may insert additional rows and columns if required.
	2. A Bidder’s Charges must align with and cover all of the services to be provided as set out in the Services Specification and in its Tender Response.
	3. Bidders must take note of the Commercial Principles set out in paragraph 4 of Part 2 above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Days** | **[Personnel]** | **[Personnel]** | **Total Charges (excl. VAT)** |
|  | **£[day rate]** | **£[day rate]** |  |
| **Contract Management** |  |  |  |  |
| Inception Meeting  | 0.5 |  |  |  |
| Progress Meetings |  |  |  |  |
| Progress Reports |  |  |  |  |
| **Evaluation Work Stream** |  |  |  |  |
| *[Bidders to provide a breakdown of the services to be provided]*  |  |  |  |  |
| **Support and Development Work Stream** |  |  |  |  |
| *[Bidders to provide a breakdown of the services to be provided]*  |  |  |  |  |
|  |  |  |  |  |
| *[Bidders should insert additional rows if additional services are proposed in their Tender Responses]*  |  |  |  |  |
| **TOTAL CHARGES**  |  |  |  |  |

Annex B: Certificate of Tender

**For the attention of:** The Armed Forces Covenant Fund Trustee Limited

**Reference:** Strengthening and Empowering Delivery of the Covenant - Evaluation & Support Services

We accept the conditions of tendering as per the ITT and confirm that this is a bona fide offer.

We attach our response to the ITT, and confirm that this has been developed and is tendered in full compliance with the terms set out in the ITT.

We confirm that:

* + 1. we unconditionally accept the terms of the Contract;
		2. the prices submitted as part of our Tender Response are tendered without any caveats or qualifications;
		3. there are no known impediments which would prevent our entering into the Contract as a result of this ITT response; and
		4. the signatory is duly empowered to sign tenders on behalf of the Bidder.

This proposal will remain valid for acceptance by The Armed Forces Covenant Fund Trustee Limited until 6 months from the Tender Response Deadline.

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Address |  |
| Email |  |
| Fax |  |
| For and on behalf of |  |
| Signed  |  |

1.

part 4: Contract Terms and Conditions

 ***[Note to Bidders: The Contract Terms and Conditions are provided in a separate document.]***

* + 1.

Part 5 - Definitions

1. Unless the context otherwise requires, any meanings given to terms or abbreviations used in the Contract shall have the same meanings when used in this document. The following words and expressions used within this document shall have the following meanings:

|  |  |
| --- | --- |
| Term | Meaning |
| “Bidder” | means an entity that has received this ITT with a view to tendering for this Procurement;  |
| “Certificate of Tender” | means the certificate of tender in the form set out at Annex B of Part 3 of this ITT;  |
| “Contract” | means the contract that is entered into between the successful Bidder and the Trust following the conclusion of this Procurement;  |
| “Contractor” | means the Bidder that is awarded the Contract; |
| “Information” | means the information contained in the ITT or sent with it and any information which has been or may be made available to the Bidders by the Trust, its respective employees, agents or advisers in connection with the ITT or the Procurement;  |
| “Invitation to Tender” or “ITT” | means this invitation to tender;  |
| “Key Sub-Contractor” | means any sub-contractor of the Bidder whom is it intended will perform a material part of the Services. For the purposes of this definition “material” shall mean that that element of the Services equates to 20% or more or the total charges to be paid for the Services by the Trust; |
| “Most Economically Advantageous Tender” | means the most economically advantageous tender assessed from the point of the view of the Trust, as further defined in the Regulations.  |
| “Preferred Bidder” | means the Bidder who has provided the most economically advantageous Tender Response;  |
| “Procurement” | means the procurement procedure for the appointment of the contract to which this ITT relates; |
| “Requirement” | for the purposes of evaluation, "Requirement" means for each Question the relevant requirements of the Trust as set out in the paragraph of the Services Specification referred to in the relevant Question or as defined in the Question itself; |
| “Selection Questionnaire” or “SQ” | means the selection questions set out at Part 2 of this ITT;  |
| “Services” | means the services described in the Services Specification;  |
| “Services Specification” | means the description of the Services that will be provided by the Contractor, as set out in Schedule 1 of this ITT. |
| “Tender Response” | means a Bidder’s response to this ITT;  |
| “Tender Response Deadline” | means the date and time by which a Bidder must submit its Tender Response, as set out at paragraph 3.1; |
| “the Trust” | means The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund;  |
| "you" or "your" | shall mean the Bidder that is providing the Tender Response.  |

Schedule 1

Services Specification

1. background

**The Covenant Fund**

* 1. The Covenant Fund makes grants in support of the Armed Forces Covenant. There are four overall themes that the Covenant Fund must take into account now and in future years when making decisions:
		1. Non-core healthcare services for veterans;
		2. Removing barriers to family life;
		3. Extra support after service for those that need help; and
		4. Measures to integrate military and civilian communities and allow the Armed Forces community to participate as citizens.

**Strengthening Delivery of the Covenant Programme & Empowering Delivery of the Covenant Programme**

* 1. Under the Strengthening Delivery of the Covenant Programme (“**Strengthening Delivery Programme**”), The Covenant Fund awarded £6.6 million through two rounds of funding to clusters of local authorities enabling them to take forward ideas from strategies developed by Local Covenant Partnerships, building on the concepts in the Our Community; Our Covenant [[5]](#footnote-5) publication, which sought to improve consistence in the delivery of the Armed Forces Covenant Locally.
	2. An additional funding programme, the Empowering Delivery of the Covenant Programme (“**Empowering Delivery Programme**”), which follows directly from the earlier programme, will run in 2020/21.
	3. More information on both programmes can be found in the annex to this Specification.
1. Service requirements
	1. As detailed in this Specification and supplemented by its Tender Response, the Contractor shall:
		1. evaluate the impact of the Strengthening Delivery Programme and review any learning from the Empowering Delivery Programme;
		2. provide support and development services to local authorities to enable them to deliver the Armed Forces Covenant.
	2. The two work streams are not mutually exclusive. There will be cost efficiencies in running the work streams in parallel, in particular, data collected in one work stream is likely to be beneficial for the delivery of the other work stream. The Contractor is therefore expected to deliver the work streams in parallel.



**Evaluation Work Stream**

* 1. The Contractor will be required to address the following issues as a minimum as part of the evaluation:
		1. Whether the Strengthening Delivery Programme created an identifiable step change in local Armed Forces Covenant implementation?
		2. What good practice has emerged from the Strengthening Delivery Programme?
		3. What evidence of good practice is emerging from the Empowering Delivery Programme?
		4. What are the risks and barriers to Local Covenant implementation as identified by projects?
		5. What are the most cost-effective ways of Local Covenant delivery and how can support be sustained?
		6. The perspective of public bodies in devolved administrations and the relevant learning and good practice from these projects.
		7. The perspective of other public bodies locally who form part of Local Covenant Partnerships and whether there are any additional challenges or considerations for these groups in terms of delivering the Covenant locally.

[Note to Bidders 1: Bidders are encouraged to include additional issues that they will address as part of the evaluation work stream.]

[Note to Bidders 2: Subject to the requirements at paragraph 2.4 below, the Trust does not wish to constrain Bidders in terms of the design and methods for the evaluation and is open to proposals that meet the aims of the Contract and that will address the above issues. Bidders must explain the design and methods of the evaluation, and how they will produce robust and relevant evidence in order to deliver the evaluation work stream.]

* 1. As a minimum, the Contractor shall:
		1. collect and analyse data to provide robust evidence on the impact and cost effectiveness of the projects in order to address the above issues;
		2. develop and maintain good working relationships, including effective communications, with grant holders;
		3. develop and maintain a good working relationship and effective communication with the Trust;
		4. communicate regularly with the Trust on its findings; and
		5. have robust processes in place in relation to data protection and conduct privacy impact assessments if required.
	2. The Contractor shall produce interim and final Evaluation Reports to detail the findings from the evaluation on the dates set out 2.15 below. The precise content and format of the reports will be agreed with the Trust but, as a minimum, shall include details of the evaluation methodology and tools used and detailed responses to the issues above.
	3. The Contractor shall produce drafts of the reports for the Trust to review and approve, and make such amendments to draft reports as requested by the Trust before finalising the reports. Both the interim and final Evaluation Reports will be published by the Trust and circulated to grant holders and key stakeholders and must therefore be produced in manner suitable for wider consumption.

**Support and Development Work Stream**

* 1. Under the support and development work stream, the Contract shall:
		1. Produce a digital tool kit including e-learning tools, accessible training, best practice guides, case studies and other resources to help local authorities and other local public bodies to effectively deliver the Covenant (“**Digital Toolkit**”). This requires the Contractor to:

collate existing resources developed by local authorities under the Strengthening Delivery Programme, and convert or adapt these resources as required for their inclusion in the Digital Toolkit; and

identify and produce additional resources for the toolkit. This will require engagement with local authorities to identify what resources are required.

* + 1. Work with clusters of local authorities who have received a grant under the Empowering Delivery Programme to support them in building sustainable capacity and in exploring sustainability in cost effective ways that will produce affordable models for other local authorities. This learning must be reflected in the Digital Toolkit and must also form part of the evaluation work stream.
	1. The Digital Toolkit will be hosted on the Trust’s website. The Trust is currently developing an online repository to enable better dissemination of resources developed by grant holders. The development of the repository is not in the scope of this Contract. The Contractor must ensure that resources are compatible with the technical specifications of the online repository. The repository will have the capability to host e-learning modules produced to SCORM specifications. Any e-learning content included in the Digital Toolkit must be SCORM compliant.
	2. The Contractor shall ensure that it has obtained all of the necessary permissions and licenses to enable existing resources and newly developed content to be included in the Digital Toolkit. The Trust expects local authorities will be open to sharing their resources.
	3. The Digital Toolkit must contain content that is relevant to public bodies in all four nations of the United Kingdom
	4. Due regard should be given to the Welsh Language Act 1993 where appropriate.

**Progress meetings and reports**

* 1. The Contractor shall provide the Trust with quarterly written progress reports and attend quarterly progress meetings with the Trust (face to face or via teleconference). The quarterly progress reports will be circulated to the Trust 5 working days prior to the corresponding quarterly progress meeting.
	2. As a minimum, the progress reports shall provide details on:
		1. the progress of the Services in the relevant quarter;
		2. key issues that have arisen in the relevant quarter; and
		3. key findings from the evaluation.
	3. The Contractor shall circulate an agenda for the Trust to review and add to 5 working days prior to each progress meeting and circulate action focussed minutes to the Trust by email within 2 working days following each meeting.

**Timeline**

* 1. The Contractor shall deliver the Services in accordance with the timescales set out below:

|  |  |
| --- | --- |
| Task | Date |
| Inception Meeting | To be agreed by the parties. |
| Digital Toolkit | Content to be delivered to the Trust in the relevant format throughout the Term of the Contract.  |
| Interim Evaluation Report | Draft: On or before 28 February 2021Final: On or before 31 March 2021 |
| Final Evaluation Report | Draft: On or before 31 January 2022Final: On or before 28 February 2022 |
| Progress meetings | Quarterly |
| Progress reports | Quarterly |
| Other deliverables and tasks as may be agreed by the Parties | To be agreed |

1. Contractor’s TEAM
	1. The Contractor shall ensure the team it appoints to deliver the Services has the appropriate skills and experience to undertake the Services and meet the Contractor’s obligations under the Contract.
	2. The Contractor’s delivery team shall, as a minimum, have experience delivering the following:
		1. research projects relating to the armed forces community;
		2. providing support services to local authorities; and
		3. developing SCORM compliant e-learning tools and online training.
	3. In addition, the Trust would prefer the Contractor’s delivery team to have experience of working with Local Covenant Partnerships and detailed knowledge of the Armed Forces Covenant.
	4. The Contractor shall maintain excellent communications with the Trust at all times ensuring that it is well informed, aware of issues and central to decision making in relation to progress. The Contractor shall identify a named contact acting as Contract Manager. The designated person will carry prime responsibility for the Contract. The Contract Manager will liaise with and take instruction from the Trust’s Contract Manager.

**Annex- Summary of funding programmes**

**Strengthening Delivery of the Covenant**

The Covenant Fund has previously awarded £6.6M to Local Authorities under the Strengthening Delivery of the Covenant Programme. This funding enabled Local Authorities to deliver projects linked to needs identified by their Local Covenant Partnerships.

Local Authorities were funded in clusters under lead Local Authorities. Local Authorities self-identified their clusters; and some Local Authorities didn’t apply for funding or join a cluster. Projects typically sought to build local capacity and improve awareness of the Armed Forces Covenant. A number of projects focused on improving Covenant understanding among public sector workers to support members of the Armed Forces Community to be better able to access services. In the second round, funding was also made available to establish drop in centres in places where these did not exist.

Funded projects are coming to an end; and a number of well-designed resources have been developed and tested by grant holders under the programme. Examples of resources include training materials to raise awareness of the Armed Forces Covenant

|  |  |  |  |
| --- | --- | --- | --- |
|  | Lead Local Authority | Local Authority Locations | Grant Amount |
| Round 1 | Caerphilly County Borough Council | Caerphilly Borough | £99,750 |
|   | Blaenau Gwent |
|   | Torfaen |
|   | Monmouthshire |
|   | Newport |
|   | Carmarthenshire County Council | Carmarthenshire | £84,303 |
|   | Ceredigion |
|   | Pembrokeshire |
|   | Charnwood Borough Council  | Charnwood | £97,000 |
|   | Rushcliffe |
|   | Borough of Melton |
|   | City of Bradford Metropolitan District Council  | Bradford | £98,961 |
|   | Wakefield |
|   | Leeds |
|   | Calderdale |
|   | Kirklees |
|   | City of Edinburgh Council  | Edinburgh | £200,000 |
|   | Midlothian |
|   | East Lothian |
|   | West Lothian |
|   | City of York Council  | North Yorkshire | £196,017 |
|   | Hambledon |
|   | Borough of Scarborough |
|   | Richmondshire |
|   | York |
|   | Colchester Borough Council  | Colchester | £70,000 |
|   | Tendring |
|   | Braintree |
|   | Gateshead Council  | Gateshead | £241,363 |
|   | County Durham |
|   | Newcastle upon Tyne |
|   | Northumberland |
|   | North Tyneside |
|   | South Tyneside |
|   | Hampshire County Council | Hampshire | £73,095 |
|   | Gosport |
|   | Fareham |
|   | Winchester |
|   | Rushmoor |
|   | Test Valley |
|   | Highland Council | Highland | £73,200 |
|   | Moray |
|   | Kingston Upon Hull City Council | Kingston upon Hull | £480,000 |
|   | East Riding of Yorkshire |
|   | Doncaster |
|   | North East Lincolnshire |
|   | Lincolnshire County Council | West Lindsey | £74,341 |
|   | North Kesteven |
|   | East Lindsey |
|   | South Kesteven |
|   | South Holland |
|   | Lincoln |
|   | Boston |
|   |  Manchester City Council | Manchester | £232,000 |
|   | Bolton |
|   | Bury |
|   | Oldham |
|   | Northamptonshire County Council | Northampton | £109,214 |
|   | Corby |
|   | Daventry |
|   | South Northamptonshire |
|   | Cherwell District |
|   | Kettering |
|   | Wellingborough |
|   | East Northamptonshire |
|   | Nuneaton and Bedworth Borough Council | Nuneaton and Bedworth | £76,000 |
|   | North Warwickshire |
|   | Warwickshire |
|   | Portsmouth City Council | Portsmouth | £161,000 |
|   | Southampton |
|   | Isle of Wight |
|   | Rhondda Cynon Taf Council | Rhondda Cynon Taf | £79,146 |
|   | Vale of Glamorgan |
|   | Cardiff |
|   | Merthyr Tydfil |
|   | Rhondda Cynon Taf Council | Wales | £74,500 |
|   | Sheffield City Council  | Sheffield | £180,695 |
|   | Metropolitan Borough of Barnsley |
|   | Rotherham |
|   |  Staffordshire County Council | Staffordshire | £49,290 |
|   | Stoke-on-Trent |
|   | Birmingham |
|   | Coventry |
|   | Solihull |
|   | Warwickshire |
|   | Dudley |
|   | Herefordshire |
|   | Sandwell |
|   |  Surrey County Council  | Surrey | £321,300 |
|   | Kent |
|   | Hampshire |
|   | East Sussex |
|   | West Sussex |
|   | Brighton and Hove |
|   | Wiltshire Council | Wiltshire | £190,291 |
|   | Cornwall |
|   | Devon |
|   | Plymouth |
|   | Gloucestershire |
|   | Somerset |
|   | North Somerset |
|   | South Somerset |
|   |  Wrexham County Borough Council  | Anglesey | £231,830 |
|   | Wrexham |
|   | Conwy |
|   | Denbighshire |
|   | Flintshire |
| Round 2 | Cambridgeshire County Council | Peterborough | 88,541 |
|   | Cambridge |
|   | South Cambridgeshire |
|   | Huntingdonshire |
|   | East Cambridgeshire |
|   | The Fens |
|   | Carmarthenshire County Council | Carmarthenshire | 152,700 |
|   | Ceredigion |
|   | Pembrokeshire |
|   | Charnwood Borough Council Rushcliff BCC | Borough of Melton | 150,650 |
|   | Charnwood |
|   | Rushcliffe |
|   | COBSEO | Northern Ireland | 300,000 |
|   | Derbyshire County Council  | North East Derbyshire | 50,000 |
|   | Derbyshire |
|   | Derbyshire Dales |
|   | Derbyshire Dales |
|   | South Derbyshire |
|   | Derby |
|   | Dorset County Council | Dorset | 234,786 |
|   | Poole Borough Council |
|   | Bournemouth |
|   | West Dorset |
|   | Weymouth and Portland |
|   | North Dorset |
|   | Kingston Upon Hull City Council  | Kingston upon Hull | 131,450 |
|   | East Riding of Yorkshire |
|   | North East Lincolnshire |
|   | North Lincolnshire |
|   | Metropolitan Borough of Doncaster |
|   | Lancashire County Council | Lancashire | 152,700 |
|   | Preston, Lancashire |
|   | Borough of Burnley |
|   | Borough of Chorley |
|   | Borough of Fylde |
|   | London Borough of Lewisham  | London Borough of Lewisham | 198,240 |
|   | City of Westminster |
|   | London Borough of Enfield |
|   | Milton Keynes Council | Milton Keynes | 91,500 |
|   | Bedford |
|   | Central Bedfordshire |
|   | Luton |
|   | Neath Port Talbot County Borough Council | Neath Port Talbot | 88,083 |
|   | Bridgend Borough |
|   | North East Lincolnshire Council  | North East Lincolnshire | 79,050 |
|   | North Lincolnshire |
|   | East Lindsey |
|   | Nuneaton and Bedworth Borough Council | Nuneaton and Bedworth | 146,000 |
|   | North Warwickshire |
|   | Warwickshire |
|   | Portsmouth City Council | Portsmouth | 152,997 |
|   | Southampton |
|   | Isle of Wight |
|   | Rhondda Cynon Taf Council  | Rhondda Cynon Taf | 150,000 |
|   | Cardiff |
|   | Rhondda Cynon Taf Council  | Rhondda Cynon Taf | 140,000 |
|   | Merthyr Tydfil County Borough |
|   | Vale of Glamorgan |
|   | Rotherham Metropolitan Borough Council | Rotherham | 101,050 |
|   | Metropolitan Borough of Barnsley |
|   | Metropolitan Borough of Doncaster |
|   | Sheffield |
|   | Rutland County Council District Council | Rutland | 111,550 |
|   | Harborough District |
|   | South Kesteven |
|   |  Surrey County Council  | Surrey | 147,888 |
|   | Kent |
|   | Hampshire |
|   | West Sussex |
|   | The County of Herefordshire District Council  | Worcestershire | 246,820 |
|   | Herefordshire |
|   | Shropshire |
|   | Telford and Wrekin |
|   | Wiltshire Council | Wiltshire | 154,050 |
|   | Cornwall |
|   | Devon |
|   | Plymouth |
|   | Gloucestershire |
|   | Somerset |
|   | North Somerset |
|   | South Somerset |

**Empowering Delivery of the Covenant**

The Armed Forces Covenant Fund Trust will run a programme for 2020/21 which will support Local Authorities in their work delivering the Covenant. This builds on a previous priority where £6.6M was awarded to clusters of Local Authorities under the Strengthening the Delivery of the Covenant Programme. This awarded funding to Local Authorities to be able to take forward local priories emerging from action plans developed by cross sector Local Covenant Partnerships. These projects have had a number of successes.

Local Authority clusters have developed effective resources with funding through the programme. In the South West an E-module – *Covenant Training for Frontline Staff* and Face to Face Councillor and Service Champions Training has been developed along with a regional website (www.forcesconnectsouthwest.org.uk) with links to the Veterans Gateway and LA Armed Forces Covenant pages providing information to the military community and those that support them. They have also established a more formal means of collaboration to link relevant organisations and agencies from the MOD, public authorities, Third Sector and business.

Research published by the Local Government Association[[6]](#footnote-6) developed case studies for projects funded through the earlier programme; and through the Armed Forces Covenant Local Grants programme. The ten case studies were chosen to reflect a range of geography, type of council, presence of the Armed Forces Community and type of project. It found that common features across the projects included an outreach service, often provided by people from the Armed Forces Community; and signposting to other service providers including charities. Training packages have been developed for frontline staff, managers and commissioners and Armed Forces Champions to improve their knowledge of the Armed Forces Community. In many areas, this was supplemented by broader awareness raising activity aimed at businesses, other local employers and the public. The research also noted that collaboration was common theme of these case studies, including collaboration between councils, between councils and the Armed Forces and between different service providers including the voluntary and charity sector.

The research noted that interviewees were clear that projects would not have got off the ground without Covenant Funding. Some areas had been able to sustain their activities by adding posts that were funded through grant funding have been added to a council’s permanent staff, or had embedded training or information on the needs of the Armed Forces Community in staff inductions.

The programme will gather all of the useful e-learning and other content from existing grantholders; and make these available to all Local Authorities. It will also provide additional funding to enable better collaboration, training and future resources to support Local Authorities in their delivery of the Covenant. There will be a period of direct engagement with Local Authorities to help shape the programme prior to launch to ensure that it meets their needs.

Through the programme, stronger engagement with the health sector can also be encouraged to meet the local needs of veterans and service families. The programme seeks to embed the Covenant in Local Authorities in a sustainable way. Encouraging more public sector organisations to collaborate may improve local co-funded approaches between local NHS organisations and Local Authorities which may lead to improved sustainability and longer term engagement and collaboration.



1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-1)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-2)
3. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-3)
4. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-4)
5. Our Community; Our Covenant: <https://www.fim-trust.org/wp-content/uploads/2016/08/Our-Community-Our-Covenant-Report-30.08.16.pdf> [↑](#footnote-ref-5)
6. LGA/ Shared Intelligence Delivering the Armed Forces Covenant Locally <https://www.local.gov.uk/sites/default/files/documents/LGA%20Covenant%20report%20final%20May_0.pdf> [↑](#footnote-ref-6)