**Invitation to Tender (ITT)**

**Scenario Training Equipment for fitting out the Suffolk Personal Protective Safety Training (PPST) facility and Norfolk PPST facility.**

**for The Police and Crime Commissioner for Suffolk and**

**for the Police and Crime Commissioner for Norfolk**

**Tender Reference: 7F-2024-P064**

**TABLE OF CONTENTS**

**Tenderers are advised to read all of the Conditions of Tendering and all associated tender documents before commencing their Tender submission.**

[GLOSSARY OF TERMS 4](#_Toc182225498)

[1 PART 1: INTRODUCTION AND TENDER INFORMATION 6](#_Toc182225499)

[1.1 INTRODUCTION 6](#_Toc182225500)

[1.2 TENDER TIMETABLE 6](#_Toc182225501)

[1.3 LOTTING STRATEGY 7](#_Toc182225502)

[1.4 CYBER RESILIENCE 7](#_Toc182225503)

[2 PART 2: CONDITIONS OF TENDERING 8](#_Toc182225504)

[2.1 GENERAL 8](#_Toc182225505)

[2.2 TENDERING COSTS 8](#_Toc182225506)

[2.3 COMPLIANCE 8](#_Toc182225507)

[2.4 CONFIDENTIALITY 9](#_Toc182225508)

[2.5 ACCURACY OF THE INFORMATION AND LIABILITY 10](#_Toc182225509)

[2.6 CANVASSING 10](#_Toc182225510)

[2.7 NON-COLLUSION 10](#_Toc182225511)

[2.8 COPYRIGHT 11](#_Toc182225512)

[2.9 THE AUTHORITY’S RIGHT TO REJECT TENDERS 11](#_Toc182225513)

[2.10 TENDERER’S WARRANTIES 11](#_Toc182225514)

[2.11 SUB-CONTRACTING 12](#_Toc182225515)

[2.12 OFF SHORING 12](#_Toc182225516)

[2.13 SECURITY VETTING TENDERERS’ EMPLOYEES 12](#_Toc182225517)

[2.14 TRANSFER OF UNDERTAKINGS (Protection of Employment) regulations 2006 (as amended) 13](#_Toc182225518)

[2.15 EQUAL OPPORTUNITIES AND HUMAN RIGHTS 13](#_Toc182225519)

[2.16 AMENDMENTS TO THE TENDER DOCUMENTS 13](#_Toc182225520)

[2.17 NON-CONSIDERATION OF FORM OF TENDER 13](#_Toc182225521)

[3 PART 3: GUIDANCE FOR TENDERERS 14](#_Toc182225522)

[3.1 CLARIFICATION DAY/SITE VISIT / TENDERERS CONFERENCE 14](#_Toc182225523)

[3.2 ENQUIRIES, CLARIFICATIONS AND COMMUNICATION 14](#_Toc182225524)

[3.3 SUBMISSION REQUIREMENTS 14](#_Toc182225525)

[3.4 TENDER RESPONSE DOCUMENT 15](#_Toc182225526)

[4 PART 4: TENDER EVALUATION MODEL 16](#_Toc182225527)

[4.1 TENDER EVALUATION AND SCORING 16](#_Toc182225528)

[4.2 TENDER EVALUATION 17](#_Toc182225529)

[4.3 PASS/FAIL SCORING CRITERIA 18](#_Toc182225530)

[4.4 COMMERCIAL CRITERIA (PRICE) 50% 18](#_Toc182225531)

[4.5 SOCIAL VALUE (PRICE) 10% 19](#_Toc182225532)

[4.6 TECHNICAL CRITERIA (QUALITY) 40% 19](#_Toc182225533)

[4.7 TOTAL BID SCORE 22](#_Toc182225534)

[5 PART 5: STATEMENT OF REQUIREMENTS 23](#_Toc182225535)

[5.1 INTRODUCTION 23](#_Toc182225536)

[5.2 background 23](#_Toc182225537)

[5.3 Requirements 23](#_Toc182225538)

[5.4 TIMESCALES 23](#_Toc182225539)

[5.5 BUSINESS CONTINUITY 23](#_Toc182225540)

[5.6 SOCIAL VALUE 23](#_Toc182225541)

[5.7 INFORMATION SECURITY 24](#_Toc182225542)

[5.8 KEY PERFORMANCE INDICATORS 24](#_Toc182225543)

[APPENDIX 1: 7 FORCE ICT NON-FUNCTIONAL AND TECHNICAL REQUIREMENTS 24](#_Toc182225544)

[APPENDIX 2: BASELINE SECURITY REQUIREMENTS TECHNICAL & NON-TECHNICAL 24](#_Toc182225545)

[ Not required for this procurement. 24](#_Toc182225546)

# GLOSSARY OF TERMS

|  |  |
| --- | --- |
| **Term or Abbreviation** | **Definition** |
| 7 Forces | means the Strategic Collaboration between the seven Policing Bodies and seven Chief Constables of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk; |
| Authority | the authorities listed at Clause 1.1.3 and 1.4 of this Invitation to Tender; (Authority refers to Employer when the subsequent Contract is subject to NEC4 Terms and Conditions of Contract) |
| Conditions of Tender | the rules and conditions of Tendering as set out in this document |
| Agreement | each Agreement for the supply of scenario training equipment; |
| Commencement Date | the date on which each Agreement shall commence; |
| “Critical KPI” | those KPIs that are identified as critical within the Statement of Requirements; |
| “Critical KPI Failure” | means a failure to meet any Critical KPI; |
| Equalities Legislation | means all legislation which makes unlawful discrimination, harassment and/or victimisation on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex and sexual orientation or temporary or part-time status in employment or otherwise including without limitation the Equality Act 2010, the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000 and the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, or any successor or amending Law concerning the same; |
| Atamis Portal | means the Atamis e-Tendering portal for this Invitation to Tender (<https://7force.force.com/login>) |
| Evaluation Panel | the team who shall be responsible for evaluating Tenders received in accordance with the Tender Evaluation Model; |
| FOIA | Freedom of Information Act 2000; |
| Forces | means any one police force of the Authority; |
| Form of Tender | means the certificate of Tender that each Bidder is required to provide and is set out at Appendix 1 of the Tender Response Document |
| Invitation to Tender Documents | means this invitation together with the Statement of Requirements, Terms and Conditions of Contract and Tender Response Document, together with any supporting documents or information issued by the Authority relating to the invitation; |
| Information | the information contained in this Invitation to Tender, or which has been or will be made available to the Tenderer in connection with any further enquiries in relation to its subject matter or in the course of negotiations; |
| “Key Performance Indicators” or “KPI” | means the performance measures and targets in respect of the Successful Tenderer’s performance of the Agreement set out in the Statement of Requirements; |
| Method Statement | means the method statements to be prepared by Tenderers and submitted as part of their Tender(s); |
| Selection Questionnaire | The Standard Selection Questionnaire (SQ) as laid down in Procurement Policy Note 8/16 in accordance with Public Contracts Regulations 2015 <https://www.gov.uk/government/publications/procurement-policy-note-816-standard-selection-questionnaire-sq-template>; |
| Services | the goods or services to be provided by the Successful Tenderer as set out in the Specification of the Invitation to Tender Documents; |
| Statement of Requirements | Means the specification and supporting documents, drawings and other Information setting out the Authority requirements and standards for the Services to be provided by the Successful Tenderer; |
| Sub-Contractor | means any contractor engaged by the Successful Tenderer in the provision of the Goods and/or the Services or Works; |
| Successful Tenderer | the Tenderer awarded one or more Agreements pursuant to the Invitation to Tender; |
| Tender Evaluation Model | means the model to assess Tenders received pursuant to this Invitation to Tender set out at Part 4 of this invitation; |
| Tender(s) | the Tenders submitted by Tenderers in response to the Invitation to Tender; |
| Tenderer(s) | each of the economic operators (whether a single Tenderer organisation or a Consortium) to whom this Invitation is issued; |
| Term | means the duration of each of the Agreements as set out in the invitation; |
| Terms & Conditions | the General Conditions, Conditions for Goods and / or Conditions for Services and any Supplemental Conditions issued as part of the Invitation to Tender Document. |

# PART 1: INTRODUCTION AND TENDER INFORMATION

## **INTRODUCTION**

### The Policing Bodies for the Counties of Bedfordshire, Cambridgeshire, Essex, Hertfordshire, Kent, Norfolk and Suffolk have entered into a s22A collaboration agreement for the provision of a joint commercial function.

### The lead Authority for this tender is The Police and Crime Commissioner for Suffolk (the “Authority”) and is acting on behalf of itself and other named authorities in 1.1.3 below.

### The Authority is inviting Tenders for the supply of scenario training equipment for the Suffolk PPST facility and Norfolk PPST facility (the “Project”).

1. The intention is to award one contract, under which the Goods will be provided to the lead authority and the named Authorities.

### The named Authorities and their Chief Constables who are participating in this opportunity is:

Suffolk Constabulary

Norfolk Constabulary

OR

1. Not used

The named Authorities shall include any statutory successors and organisations created as a result of re-organisation or organisational changes.

1.1.4 (i) From the commencement date of the contract, the following contracting authority will receive the Goods: Suffolk and Norfolk.

OR

(ii) Not used

### Not used.

### This document constitutes an ‘Invitation to Tender’ and sets out the requirements for the Goods and how the Tender will be conducted to enable the selection of a Successful Tenderer and subsequently the award of a contract.

### This Invitation to Tender is made available on the condition that the Tender documents and information is used only in connection with the Tenderer’s submission and for no other purposes.

### Not used.

### Not used.

### The term of each Agreement is anticipated to be for 2 (two) months with a product warranty/guarantee period of 3 years. If the Tenderer’ warranty/guarantee period differs from 3 years please can you advise the warranty/guarantee period being offered. The Authority has the right to reject any differing offer.

### 1.1.10 The value of the contract being procured is estimated to be between 100,000.00and 250,000.00 GBP for the lead Authority.

### A full description of the requirements is set out within the Invitation to Tender Documents as follows:

* List of required products
* Quality requirements
* Delivery requirements

## **TENDER TIMETABLE**

### The indicative timetable for conducting the Tender and awarding of the Agreement is detailed within Table 1. The Authority reserves the right to amend the timetable at any stage of the process.

|  |  |
| --- | --- |
| Issuing of ITT | Thursday 14 November 2024 |
| **Deadline for Questions from Tenderers** | Tuesday 10 December 2024 12.00 noon |
| Latest response date to Tenderers Questions | Thursday 12 December 2024 12:00 noon |
| **Deadline for Return of Tenders** | Thursday 19 December 2024 12:00 noon |
| Tender Evaluation Outcome and Clarifications period | Friday 20 December 2024 – Tuesday 24 December 2024 |
| Internal Moderation | Friday 27 December 2024 |
| Internal Reporting and Sign-Off | Monday 30 December 2024 – Friday 3 January 2025 |
| Anticipated notification of decision to appoint a successful Tenderer(s) | Monday 6 January 2025 |
| Standstill Period | Tuesday 7 January 2025 – Thursday 16 January 2025 |
| Anticipated notification of Award of Contract | Friday 17 January 2025 |
| **Anticipated Agreement Commencement Date** | Monday 20 January 2025 |
| **Contract Completion** | Friday 11 April 2025 |

**Table 1: Indicative Timetable**

### The Tenderer’s submission shall be returned no later than the deadline stipulated within Table 1 and as detailed with the Guidance for Tenderers and Conditions of Tendering.

## **LOTTING STRATEGY**

Lot 1: Suffolk PPST flooring/matting

Lot 2: Suffolk PPST scenario rooms

Lot 3: Suffolk PPST scenario props/equipment

Lot 4: Norfolk PPST flooring/matting

Lot 5: Norfolk PPST scenario rooms

Lot 6: Norfolk PPST scenario props/equipment

## **CYBER RESILIENCE**

### Cyber Resilience Centres are a police-led, not-for-profit resource, funded by the Home Office to help keep business safer from cybercrime. Two in five businesses identify a cyber-attack every year and when a business is compromised, it poses a threat not just to them, but also to those that they trade with. For this reason, we require that all those who work with us should register with their local Cyber Resilience Centre before we contract with them.

1.4.2 Membership of the centre is entirely free and provides basic cyber guidance from the government’s National Cyber Security Centre, to help keep you safer. It also gives you a regular update on the latest threats and enables you to access a range of other cyber services. You can see more about the centre, and register for free membership, at [https://www.ecrcentre.co.uk/core-membership-sign-up](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.ecrcentre.co.uk%2Fcore-membership-sign-up&data=04%7C01%7CRex.Clarke%40suffolk.police.uk%7Ccd6aa0f38fd74a28fb1808d9d5dc691d%7C63c6bc72b09342dbbf8a14e2a998e211%7C0%7C0%7C637775964895871433%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000&sdata=uahzHx87nNlbhT9TGY7yROFqZG1mFJAOmaH1fSJ8Jc8%3D&reserved=0). It will take three minutes of your time and in joining, you will improve your own protection, and ours.

# PART 2: CONDITIONS OF TENDERING

## **GENERAL**

### Tenderers participating in this procurement and submitting Tenders, do so in the knowledge, with the understanding and acceptance that these conditions will apply to the process, and with agreement to these terms in all respects.

### It is the responsibility of each Tenderer to ensure that they have all of the information necessary to prepare their Tender submission.

### The person responsible for signing the Tender submission shall state their capacity and official position within the company and must be the person empowered and duly authorised to sign Tenders for and on behalf of the Tenderer and nominated for that purpose in respect of the schedules within the Tender Response Document.

### In the event that the Tenderer proposes to carry out the work in conjunction with a Sub-Contractor, the Tenderer shall be the contracting entity.

### **Tenders received after the due deadline or which infringe these Conditions of Tendering may be rejected by the Authority and returned to the Tenderer without consideration of offer.** Tenderers are therefore requested to make every effort to meet all requirements of this Invitation to Tender.

### Pricing submissions and documents may be examined and queried prior to any Tender being accepted or rejected, to detect any computational errors. Pricing submissions must not be altered without justification.

### Where an examination of pricing documents reveals an error or discrepancy between Tender prices and/or the overall sum within the Form of Tender, Tenderers will be given an opportunity of confirming their offer or amending it to correct genuine errors.

### Should the Tenderer elect to amend their offer with the result that their revised Tender is no longer the lowest price or the Most Economically Advantageous Tender, the Authority will consider the offer from another Tenderer that may become the lowest price or Most Economically Advantageous Tender.

## **TENDERING COSTS**

### The Authority shall not be responsible for or pay any expenses or losses incurred by any Tenderer for submitting a Tender, or by any Tenderer who fails to submit a Tender.

### The Authority reserves its position as to whether or not it will enter into any contractual arrangements, and therefore the submission of Tenders will be entirely at the Tenderer’s risk.

### The Authority will bear no liability whatsoever for the outcome of the procurement process and shall not be liable for the costs of Tender preparation, presentation, due diligence, clarification, fine-tuning, or any loss of profit or other economic loss incurred by Tenderers as a result of this process.

## **COMPLIANCE**

### Tenders will only be accepted in accordance with the Authority’s Terms and Conditions of Contract and an offer made on the Tenderer’s standard terms will not be considered. Tenderers must ensure that their Tender submission is priced on that basis. Conformity to the Terms and Conditions is a prerequisite to ensure a fair and transparent assessment and comparison of Tenders.

### If the Tenderer’s submission is qualified as a change to the Terms and Conditions, in favour of the Tenderer’s standard terms, then grounds may exist to exclude the Tender from further consideration.

### If Tenderers submissions require sign-off by legal counsel, partners, board members or trustees this procurement should be discussed with them at the earliest opportunity to avoid delays.

### The Tender shall be made on the Form of Tender contained within the Tender Response Document. **If this form is not fully completed the Tender shall be rejected.**

## **CONFIDENTIALITY**

### Tenderers shall treat all unclassified information supplied by the Authority as "Official - Commercial". The Authority shall treat as "Official - Commercial” any information which the Tenderer so designates until a contract has been awarded or the process closed. Thereafter, all information held by the Authority shall be subject to the requirements of the Freedom of Information Act 2000, which is covered in the Terms and Conditions of Contract and Statutory Instrument 2012 No 2479 – The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012.

### In accordance with the aforementioned Statutory Instrument, all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.

### To meet this requirement, the relevant Authority will be publishing all contracts over a value exceeding £10,000 on the Freedom of Information (FOI) page of the Bluelight Procurement Database ([www.blpd.gov.uk](http://www.blpd.gov.uk)).

### It is recognised that contract documents may contain commercially sensitive information which Tenderers are to identify in Schedule 4 of the Tender Response Document and which they may wish to have redacted under the FOI exemption S43. Unless this schedule is completed the full version of the contract document will be made publicly available.

### Tenderers shall not contact the media in relation to this opportunity, the procurement process or this Invitation to Tender, nor make any statement or pass comment without the express approval of the Authority in writing. Tenderers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after award of any contract, any publicity activity with any section of the media in relation to the contract other than with the prior written agreement of the Authority. Such agreement shall extend to the content of any publicity. In this paragraph the word ‘media’ includes, without limitation, radio, television, other broadcast media, newspapers or other print media, trade and specialist press, the Internet and e-mail accessible by the public at large and the representatives of such media.

### Tenderers may disclose, distribute or pass Information to another party including but not limited to legal advisers, Sub-contractors and the Tenderer's insurers if either:

#### this is done for the sole purpose of enabling Tenders (as applicable) to be made and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as set out in this paragraph; or

#### the Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information.

### The contents of the Invitation to Tender Documents must be held in confidence and not disclosed to any third party other than is strictly necessary for the purposes of submitting the Tender. The Tenderer shall also ensure that a similar obligation of confidentiality is placed upon any third party to whom they may need to disclose any of the documentation for the purposes of the Tender.

### The Tenderer must complete Schedule 3 provided in the Tender Response Document and submit this with the Tenderers response.

### In the event that the Tenderer’s response is not successful, the Authority reserves the right to require the deletion or destruction of all documentation that has been issued as part of the Invitation to Tender. If the Authority does exercise this right, the Tenderer shall dispose of the documentation in a secure and confidential manner.

## **ACCURACY OF THE INFORMATION AND LIABILITY**

### This Invitation to Tender has been prepared by the Authority in good faith but does not purport to be comprehensive or to have been independently verified. Tenderers shall not rely on the Information and should carry out their own due diligence checks and verify the accuracy of the Information. Nothing in this Invitation to Tender is or shall be a promise or representation as to the future.

### Tenderers considering entering into a contractual relationship should carry out their own due diligence, make their own enquiries and investigations and shall be deemed to have done so. The subject matter of this Invitation to Tender shall only have contractual effect when it is contained in the express terms of an executed contract.

### Neither the Authority, their Authority’s Chief Officers, members, directors, officers, employees, agents, auditors or advisers make any representation or warranty as to, or accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to loss or damage arising as a result of reliance by the Tenderer on any of the Information contained in this Invitation to Tender.

## **CANVASSING**

### Any Tenderer who, in connection with the Project:

#### offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority in connection with the opportunity; or

#### does anything which would constitute a breach of the Bribery Act 2010; or

#### canvasses any of the persons referred to in paragraph 1.1.3 and 1.1.4 in connection with the opportunity; or

#### contacts any officer of the Authority prior to a contract being awarded about any aspect of the opportunity in a manner not permitted by this Invitation to Tender (including without limitation a contact for the purposes of discussing the possible transfer to the employment of the Tenderer of such officer for the purpose of the opportunity), will be disqualified (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

## **NON-COLLUSION**

### Any Tenderer who, in connection with the Project:

#### fixes or adjusts the amount and/or content of their Tender by or in accordance with any agreement or arrangement with any other Tenderer; or

#### enters into any agreement or arrangement with any other Tenderer that he shall refrain from making Tenders or as to the amount of any Tenders to be submitted; or

#### causes or induces any person to enter such agreement as is mentioned in either paragraph above or to inform the Tenderer of the amount or approximate amount of any rival Tender for the opportunity; or

#### offers or agrees to pay or give or does 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 in relation to any other Tender or proposed Tender for the opportunity any act or omission; or

#### communicates to any person other than the Authority the amount or approximate amount of their proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender (for example, for insurance or a parent company guarantee);

#### may be disqualified (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Tenderer may attract).

## **COPYRIGHT**

### The copyright in the Invitation to Tender and associated documents is vested in the Authority and may not be reproduced, copied or stored in any medium without the prior written consent of the Authority. The Invitation to Tender and associated documents and any document issued as supplemental to it, are and shall remain the property of the Authority and must be returned upon demand.

## **THE AUTHORITY’S RIGHT TO REJECT TENDERS**

### The Authority is not bound to accept the highest score or any Tender and reserves the right to accept any Tender either in whole or in part or parts.

### Nothing in the Invitation to Tender shall oblige the Authority to award and the Authority shall be able in its sole discretion to withdraw at any stage the contract.

### The Authority reserves the right, subject to relevant legislation, at any time to reject any Tender.

### The Authority reserves the right to disqualify any Tenderer who makes material changes to, or (in the Authority’s opinion) a material change takes place in respect of, any aspect of either its SQ submission, or Tender unless substantial justification can be provided to the satisfaction of the Authority.

### The Authority may (but shall not be obliged) at its discretion but always acting proportionately and in accordance with the law exclude a Tenderer or Tender if (without limitation):

#### the Tender is unaffordable;

#### the Tender places excessive risk on the Authority;

#### the Tender scores below the satisfactory threshold in any area (as described within the Tender Evaluation Criteria of this Invitation to Tender; or

#### the Tender is incomplete, misleading or inaccurate; or

#### any matters arising as a result of checks against the Serious and Organised Crime Declaration.

## **TENDERER’S WARRANTIES**

### In submitting a Tender, the Tenderer warrants, represents and undertakes with the Authority that:

### it has not done any of the acts or matters referred in Schedule 2 within the Tender Response Document of this Invitation to Tender and has complied in all respects with the Invitation to Tender Documents;

### all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Tenderer or its employees in connection with or arising out of the Tender generally are true, complete and accurate in all respects;

### it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Invitation to Tender Documents and that it has not submitted the Form of Tender, and will not have entered into the Agreement in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Authority;

### it has full power and authority to enter into and to carry out the Agreement and will if requested produce evidence of such to the Authority;

### it is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted) which may adversely affect such financial standing in the future;

### by the Commencement Date it will procure, and during the term of the Agreement it will have, sufficient working capital, insurances, skilled staff, equipment and other resources available to carry out the Services in accordance with the Agreement for the Term; and

### it has obtained, or will have obtained, by the Commencement Date all and any necessary consents, licences and permissions to enable it to carry out the Services and will from time to time throughout the Term obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the Services.

## **SUB-CONTRACTING**

### EXCLUSION OF SUB-CONTRACTORS

#### Where the Authority considers whether there are grounds for the exclusion of a Sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then;

#### if the Authority finds there are compulsory grounds for exclusion, the Successful Tenderer shall replace or shall not appoint the Sub-contractor;

#### if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Successful Tenderer to replace or not to appoint the Sub-contractor and the Successful Tenderer shall comply with such a requirement.

### RIGHT TO TERMINATE A SUB-CONTRACT FOR FAILURE TO COMPLY WITH ENVIRONMENTAL, SOCIAL AND LABOUR LAWS

#### The Successful Tenderer shall include in every Sub-contract:

#### a right for the Successful Tenderer to terminate that Sub-contract if the relevant Sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and,

#### a requirement that the Sub-contractor includes a provision having the same effect as above in any Sub-contract which it awards.

#### In this clause, ‘Sub-contract’ means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

## **OFF SHORING**

### The Authority’s data shall not be stored or processed outside of the United Kingdom without the prior direct approval of the Authority and where such approval is given shall at all times comply with the Data Protection Act 2018 (as amended).

## **SECURITY VETTING TENDERERS’ EMPLOYEES**

### Not Used.

2.13.2 Not Used.

### Not Used.

### Not Used.

2.13.5 Not Used.

### Not Used.

### Not Used.

### Not Used.

### Not Used.

### Not Used.

### Not Used.

### Not Used.

## **TRANSFER OF UNDERTAKINGS (Protection of Employment) regulations 2006 (as amended)**

### Not Used.

## **EQUAL OPPORTUNITIES AND HUMAN RIGHTS**

### Tenderers are reminded of their obligations to comply with the provisions of the Equalities Legislation and the obligations on the Successful Tenderer(s) to assist the Authority to comply with their obligations under the Equalities Legislation.

## **AMENDMENTS TO THE TENDER DOCUMENTS**

### The Authority reserve the right to issue amendments or modifications to the Invitation to Tender Documents during the invitation stage. Any such amendments will be issued to all Tenderers simultaneously via the e-Tendering portal and Tenderers will be assumed to take account of any such amendments.

## **NON-CONSIDERATION OF FORM OF TENDER**

### The Authority may at its absolute discretion refrain from considering any Form of Tender if:

#### it is not in accordance with the Invitation to Tender Documents and all other provisions of the Invitation to Tender (as applicable); or

#### the Tenderer makes or attempts to make any variation or alteration to the Invitation to Tender Documents except where a variation or alteration is expressly invited or permitted by the Authority in writing prior to submission of the Tender; or

#### the Tenderer does not Tender for the provision of the whole of the Agreement except where the Tender for part of the Agreement is expressly invited or permitted by the Authority in writing; or

#### it is incomplete or incorrectly completed; or

#### the Authority under Regulation 69(4) of the Public Contract Regulations 2015 may reject an abnormally low Tender where the evidence supplied by the Tenderer does not satisfactorily account for the low level of price or costs proposed.

### Any alternative terms or conditions offered on behalf of a Tenderer shall, if inconsistent with the terms and conditions of the Invitation to Tender Documents, be deemed to have been rejected by the Authority unless expressly accepted in writing.

### The Authority will evaluate all Tenders in accordance with the criteria set out in Part 4 of this invitation.

# PART 3: GUIDANCE FOR TENDERERS

## **CLARIFICATION DAY/SITE VISIT / TENDERERS CONFERENCE**

Not Required

### Not Used

### Not Used

### Not Used

### Not Used

### Not Used

### Not Used

### Not Used

## **ENQUIRIES, CLARIFICATIONS AND COMMUNICATION**

### During the Tender period, Tenderers may submit enquiries and requests for clarification or further information.

### All requests for clarification relating to this tender process must be submitted via the Atamis e-Tendering Portal. No contact shall be made directly with any officer or employee of the Authority.

### All clarification questions must be posted within the Atamis e-Tendering Portal by the tender return deadline.

### When submitting clarifications, Tenderers shall ensure that each question clearly indicates the section, document or reference number relevant to the enquiry, otherwise delays in providing a response may occur.

### The Authority does not undertake to respond to any clarifications received after the deadline for questions detailed within the Tender Timetable.

### When submitting a clarification, if a Tenderer deems the enquiry to be of a commercially sensitive nature or confidential, the clarification should be marked as ‘Confidential – not to be circulated to other Tenderers’. The Authority will review the clarification to determine that the principle of equal availability of information to all Tenderers shall not be breached and respond accordingly.

### If the Authority considers that, in the interests of open and fair competition, they are unable to respond to the clarification on the basis of confidentiality, they will inform the Tenderer accordingly. The Tenderer will, within three (3) working days, respond in writing requesting that either the query is withdrawn or not treated as confidential.

The Authority will deem that the question or request for clarification or further information has been withdrawn if the Authority is not contacted in writing within three (3) working days.

### If a Tenderer determines that they are unable to submit a Tender, they must submit a message via the Atamis e-Tendering to confirm they are withdrawing from the process and that all copies/versions of the Invitation to Tender Documents have been deleted and/or destroyed as applicable.

## **SUBMISSION REQUIREMENTS**

### Tenders must be submitted on the Atamis e-Tendering Portal (<https://7force.force.com/login>) by the deadlines set out in the Tender Timetable.

### A Tender may not be considered if not submitted by the tender return deadline. **Tenderers are strongly recommended to familiarise themselves with Atamis e-Tendering Portal and allow sufficient time to upload their Tender submission.**

### Requests for an extension of the Tender return deadline due to problems incurred with Tenderers internet connections, computer connections or any other problems they experience with information technology are unlikely to be considered by the Authority. However, if there are confirmed problems with the Atamis e-Tendering portal exceptions may be considered.

### The Authority reserves the right to reject any Tender received after the deadline.

### The Authority reserves the right to exclude any incomplete, illegible or non-compliant Tenders.

## **TENDER RESPONSE DOCUMENT**

### In completing the Tender Response Document, Tenderers must not place any reliance or make any assumptions based on any previous historical or any current contract arrangement.

### Not used.

### The Tender Response Document must contain all of the information in accordance with the Invitation to Tender. A Checklist for Tenderers is included within the Tender Response Document **at Schedule 9** to assist Tenderers and must be completed and returned with their Tender submission.

### Tenders must be as concise as possible, whilst providing sufficient information to enable the Authority to evaluate their Tender in accordance with this invitation. Any Tender submitted will be regarded as unconditional and capable of acceptance. All documents requiring a signature must be signed:

#### where the Tenderer is an individual, by that individual and witnessed by an independent third party;

#### where the Tenderer is a partnership by two duly authorised partners whose signatures shall be witnessed by an independent third party; or

#### where the Tenderer is a company by two directors or by a director and the company secretary of the company, such persons being duly authorised for that purpose,

and Tenderers acknowledge that the Authority may for all purposes rely on the due authority and authenticity of the persons signing and of the signatories to all documents.

# PART 4: TENDER EVALUATION MODEL

## **TENDER EVALUATION AND SCORING**

### Tenders will be evaluated on the basis of the most economically advantageous Tender (MEAT) having regard to the criteria and scoring as set out in this Tender Evaluation Model.

### Tenderers will be scored only on the information contained within their Tender submissions, within presentation content or site visits (where applicable).

### Tenderers must be aware that in evaluating Tenders the Authority will not score or take into consideration any elements of a Tender that “exceed” the stated requirements other than those expressly required by the Authority, as detailed within the Specification of Requirements and Method Statements.

### By applying the Tender Evaluation Model the Authority intends to appoint a Successful Tenderer.

**Initial Compliance Stage**

### Tenders will be checked initially for compliance with this Invitation to Tender, by assessment of the SQ issued within the Atamis e-Tendering Portal and the Tender Response Document. Whilst the Authority shall be entitled to seek clarifications from Tenderers in order to determine if a Tender is complete and compliant, Tenderers should note that the Authority reserve the right to reject Tenders that are not substantially complete and/or compliant with the Invitation to Tender and the Tender Response Document requirements.

### Tenderers must be aware that only Tenders submitted which satisfy the requirements contained in the SQ, shall be further evaluated in accordance with the Tender Evaluation Model.

**Economic and Financial Assessment**

### The Authority may require further evidence that Tenderers possess the necessary economic and financial capacity to perform the Agreement. Any requests for accounts either in response to the SQ or to establish economic and financial capacity must be for the company registration number given in the SQ and not from another part of any group.

### It shall be at the sole discretion of the Authority to reject a Tenderer who does not meet the required economic and financial standing minimum requirements, as detailed within the SQ.

### The Authority will assess a Tenderer’s economic and financial standing using any number of the methods referred to within clause 4.1.11, unless stated otherwise.

### The Authority may obtain a Credit Risk Report and as a guide would expect a minimum score of 51. The result of this score alone will not exclude any potential provider but may result in further clarifications regarding a Tenderer’s economic and financial standing.

### In accordance with the SQ, for this Tender the following minimum level of economic and financial standing and/or a minimum financial threshold within the evaluation criteria will be applied for this procurement:

1. Minimum yearly turnover should be at least twice the estimated contract value of the Agreement (Initial Term)
2. Minimum Current Liquidity Ratio should be greater than 1 (Current Ratio = Current Assets / Current Liabilities)
3. Minimum Return on Sales / Profit Margin of more than 5% (Profit Margin = Operating Profit / Revenue)

### If a Tenderer fails to satisfy these minimum financial requirements, but still achieves a pass for the remainder of the SQ, the Authority may discuss this with the Tenderer, for clarification purposes. However, the Authority retains discretion to exclude any organisation, if they fail to meet these minimum standards.

### Where applicable, outstanding County Court Judgements may be considered when the Authority is looking at the economic and financial standing of a Tenderer.

### The Authority reserves the right to request further information during the Tender process to ascertain economic and financial capacity.

### The Authority reserves the right to reject the Tenderer if it considers that the Tenderer would not meet the Authority’s requirements at any point during the Contract Period if awarded the Tender.

### In accordance with the SQ, Tenderers must be aware that for all questions where they are self-certifying that they meet the requirements specified, they will be required to provide evidence of this information certified as part of due diligence if prior to being awarded the Agreement. Tenderers must also be aware that failure to provide the required evidence when requested may prevent an Agreement being awarded.

### Without prejudice to the above, in the event that any Tenderer fails the minimum standards for economic and financial standing at a later stage of due diligence within the procurement process, without limitation, the Authority reserves the right to:

1. ask the Tenderer’s parent company or other guarantor to provide security where the Authority reasonably considers it appropriate to do so. If such security is not forthcoming to the reasonable satisfaction of the Authority, the Authority reserves the right to reject the Tenderer.
2. keep these matters under review and to exclude any Tenderer from further participation in the procurement process where any such change affects adversely a Tenderer’s suitability to perform the Agreement as judged against the pre-qualification criteria for the pre-qualification process.

**Evaluation Panel and Moderation**

### The evaluation of the Tender Response Documents will be carried out by an Evaluation Panel formed of officers, technical experts and other appropriate representatives of the Authority each reflecting reasoned professional judgement.

### The evaluation will comprise a thorough and independent examination and scoring of the Tender Response Documents in accordance with the Tender Evaluation Model.

### The Evaluation Panel will record the allocated scores and the strengths and weaknesses of each Tender response, to facilitate the outcome and the provision of Tenderer feedback.

### Scoring will be applied using the Technical Scoring Methodology in Table 2.

### A moderation of scoring will be undertaken by Procurement with the Evaluation Panel to discuss and agree an overall single consensus score for each Tender response.

## **TENDER EVALUATION**

### The Tender Evaluation Model will be used to score each Tender response. Each question and response will be accordingly evaluated, scored and ranked.

### Not Used

### Not Used

### Not Used

### The Authority reserve the right to seek additional information from Tenderers to clarify Tender responses.

### The evaluation criteria for this Tender is price, quality and social value as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Criteria** | | | **Criteria Scoring** |
| A | Qualification (E-tender  ing SQ) | | PASS/FAIL |
| B | Technical (Quality) | | PASS/FAIL and 40% |
|  | I | Supply of Products | PASS/FAIL |
|  | Ii | Products meet industry standards | PASS/FAIL |
|  | iii | Workmanship of products | 40% |
|  | Iv | Delivery to timescales | PASS/FAIL |
| C | Social Value Criteria (Price) | | 10% |
|  | I | Sustainability | 5% |
|  | Ii | Social Value | 5% |
| D | Commercial (Price)\* | | 50% |
| \*Please refer to the Commercial Pricing Schedule 7 for cost breakdown requirements | | | |

## **PASS/FAIL SCORING CRITERIA**

### Where the Authority has stated requirements as ‘Mandatory’ these will be scored as **PASS/FAIL**. Tenderers are required to complete the Tender Response Document to demonstrate compliance with these Mandatory requirements. In the event that a Tenderer cannot comply with any one Mandatory requirement, then the Tenderers’ response may fail and the Tender shall be rejected.

## **COMMERCIAL CRITERIA (PRICE)** **50%**

### Details of the commercial submission are set out in the Tender Response Document. The commercial submission will be evaluated by assessing the overall price and value for money aspects of the Tender for the 2 month contract term.

4.4.2 All prices shall be in pounds Sterling and shall be inclusive of any import duties, customs fees and transport charges. Any discounts available and VAT payable shall be shown separately.

### 4.4.3 Not Used

### Not Used

### Tenderers are advised that where any guide volumes are set out in the commercial submission to assess total tender sums for tender evaluation purposes only, the Authority gives no guarantees, representations or warranties as to the number, volume or type of any Services required under the Agreement during the Term, unless expressly detailed within the Statement of Requirements.

### The Authority reserves the right to ask Tenderers to clarify their commercial submission as necessary.

### The Authority reserve the right to ask a Tenderer to explain any considered abnormally low-priced tender. The Authority reserve the right to reject a Tender where the evidence supplied and further investigations does not satisfactorily account for the low level of price proposed.

### The Total Tender Sum must represent the ‘Whole Life Cost’ of the requirement as detailed within the pricing submission of the Tender Response Document.

#### the Tenderer with the Lowest Total Tender Sum (LTS) will be awarded the maximum percentage available is 50%.

#### all other bids will be awarded a percentage score based upon the relationship between their Total Tender Sum (TTS) and the Lowest Total Tender Sum (LTS) as follows:

|  |  |
| --- | --- |
| LTS | X 50% = Percentage score |
| TTS |  |

**Example:**

The total available score for price (Lowest Total Tender Sum) is 50%.

* Three Tenders were received.
* Tenderer A submitted £3,000 as their Total Tender Sum
* Tenderer B submitted £5,000 as their Total Tender Sum
* Tenderer C submitted £6,000 as their Total Tender Sum

The calculation for percentage scoring would be:

Tenderer *A Score = £3000/£3000 x 50% (LTS) = 50 %*

Tenderer *B Score = £3000/£5000 x 50 % =30 %*

Tenderer *C Score = £3000/£6000 x 50 % =25 %*

## **SOCIAL VALUE (PRICE)** 10%

### Social Value will be evaluated using the Social Value Method Statements as set out in the Tender Response Document.

### Not Used.

## **TECHNICAL CRITERIA (QUALITY)** 40%

### Quality will be evaluated using the Technical Method Statements, as set out in the Tender Response Document.

### Tenderers’ responses should be sufficiently detailed and (subject to approval by the Authority), when finalised will be incorporated into the Agreement and form part of the Successful Tenderer’s contractual commitment to the Authority.

### Tenderers may not exceed any stated word limits defined within the Method Statement, unless otherwise advised by the Authority. The Authority reserves the right to mark any Method Statement accordingly and any words, text or diagrams included that exceed the relevant word limit or have not been specifically excluded from the word limit and placed in appendices, may not be included for evaluation purposes.

### The Evaluation Panel will score each Method Statement in accordance with the Technical Scoring Methodology (Table 2 below) reflecting the extent to which Tenders meet the requirements.

### Any sub-criteria scoring allocated for each Method Statement will then be applied to give a score using the following formula:

Technical Methodology Score (TMS) / Maximum Method Statement Score (MMS)

X Total Method Statement Allocation (MSA) = Method Statement Actual Score (MSAS).

**Example**

A Tenderer scores eight (8) out of a maximum of ten (10) for a Technical Method Statement 1 then the formula will apply as follows:

Eight (8) (TMS) / ten (10) (MMS) X 50 (% allocation for Method Statement 1) = 40% Method Statement Actual Score (MSAS)

The table below illustrates these scoring calculations and adding the Method Statement Actual Scores together to provide the total for all Technical (Quality) aspects of the tender overall.

**TABLE 1:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Method Statement** | **Technical Methodology Score (TMS)** | **Maximum Method Statement Score – Table 2 (MMS)** | **Method Statement % allocation (MSA)** | **Method Statement Actual Score % (MSAS)** |
| **1** | 8 | 10 | 50% | 40% |
| **2** | 6 | 10 | 25% | 15% |
| **3** | 10 | 10 | 15% | 15% |
| **4** | 8 | 10 | 10% | 8% |
| **TOTAL for all Method Statements** | | | | 78% |
| **Overall Technical Score Percentage** | | | | **31.2%** |

### Where a response to any Method Statement scores a “0” mark (or a “Fail” in any Pass/Fail question), the Tender may be rejected as non-compliant and excluded from the tender process.

### The Authority may reject a Tender where:

1. a mark of “Poor” is given in any three or more Method Statements; or
2. a mark of “Very Poor” is given in any two or more Method Statements.

**TABLE 2: TECHNICAL SCORING METHODOLOGY**

|  |  |
| --- | --- |
| **Score** | **Definition of Score** |
| 10 | **Very Good**  The response fully meets the requirement with no concerns. It leaves no doubt as to the ability and commitment to deliver what is required. The response therefore shows:   * Very good understanding of the requirements. * Considerable capability / competence demonstrated through relevant evidence. * Considerable insight into the relevant issues. * The response is also likely to demonstrate innovation which provides additional benefits relevant to the requirement at no additional cost |
| 8 | **Good**  The response meets the requirement and there are no significant areas of concern. The response therefore shows:   * Good understanding of the requirements. * Sufficient capability / competence demonstrated through relevant evidence. * Some insight into the relevant issues demonstrated. |
| 6 | **Fair**  The response meets most of the requirements but leaves issues arising through lack of appropriate evidence. The response therefore shows:   * Basic understanding of the requirements. * Relevant evidence supporting basic understanding. * Some areas of concern that would require attention. |
| 4 | **Poor**  The response meets elements of the requirements but gives concern in a number of significant areas. There are reservations because of one or all of the following:   * There is at least one significant issue needing considerable attention. * There is insufficient evidence to demonstrate competence or understanding. * The response is light and unconvincing. |
| 2 | **Very Poor**  The response is significantly below what would be expected because of one or all of the following:   * The response indicates a significant lack of understanding. * The response fails to meet all or the majority of the requirement. * The response has simply restated the requirement. |
| 0 | **The requirement has not been answered**  No answer has been provided or the response given does not relate to the question  OR  The response is marked as fully compliant / not fully compliant with no further explanation or evidence provided. |

## **TOTAL BID SCORE**

### Total Bid Score will be calculated by adding the Tenderer’s Commercial & Social Value Price Score to the Technical (Quality) Score.

### The Tenderer with the highest Total Bid Score shall be awarded the Agreement for the relevant lot, subject to further due diligence and submission of evidence, as required, in relation to the self-certification at the SQ stage.

### In this example the score criteria is 50% for Commercial (Price), 10% for Social Value (Price) and 40% for Technical (Quality). Tenderers A, B & C submissions have been evaluated and their subsequent scores in each criterion have been added together to provide a Total Bid Score.

**TABLE 3: EXAMPLE TOTAL BID SCORE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Tenderer** | **commercial score (50%)** | **social value score (10%)** | **technical Score (40%)** | **total BID score (100%)** |
| a | 33 | 8.7 | 40 | 81.70% |
| b | 37.5 | 10 | 35 | 82.50% |
| c | 50 | 3.4 | 30 | 83.40% |

# PART 5: STATEMENT OF REQUIREMENTS

## **INTRODUCTION**

### This section sets out the specification for the supply of scenario training equipment to be supplied under this Agreement.

### The Authority, in line with College of Policing requirements, is repurposing an industrial unit to carry out PPST including scenario-based activities. The unit will be accredited to College of Policing standards for the training provision and adding scenario training equipment to its scenario training equipment at its Norfolk PPST facility.

## **background**

The Authority has produced a list of scenario training equipment it requires to enable training of its Officers. The equipment has been split into 3 lots for each facility. The training unit must be ready for accreditation assessment by the end of March 2025.

## **Requirements**

A full list of products required can be found in Appendix 3.

## **TIMESCALES**

### The Successful Tenderer shall commence delivery of the **Suffolk** scenario training equipment as listed in Appendix 3 no later than **Friday 14 March 2025** to Simon Driver, Personal Safety Training Lead, Suffolk Constabulary, Suffolk Constabulary Headquarters, Portal Avenue, Martlesham Heath, Martlesham, Ipswich, Suffolk IP5 3QS. Please email [simon.driver@suffolk.police.uk](mailto:simon.driver@suffolk.police.uk) giving at least a week’s notice of the date and time of the delivery. The address may change when a final training facility location has been acquired. Any amendment to the address will be communicated through clarifications. The new location will be within 10 minutes driving of the head quarter’s address.

### The Successful Tenderer shall commence delivery of the **Norfolk** scenario training equipment as listed in Appendix 3 not before Wednesday 2nd April 2025 and no later than **Friday 11 April 2025** to Daniel Lemmon, Norfolk Constabulary, Norfolk Constabulary Professional Development Centre, Hethersett Old Hall, Norwich Road, Hethersett, Norwich, Norfolk NR9 3DW. Please email [daniel.lemmon@norfolk.police.uk](mailto:daniel.lemmon@norfolk.police.uk) giving at least a week’s notice of the date and time of the delivery. Please no deliveries will be accepted before 2nd April 2025.

5.4.3 Payment will be made on receipt of undamaged and correct products to the addresses listed in 5.4.1 and 5.4.2 within the stated delivery date parameters. The Successful Tenderer must state the order number and applicable lot number on their invoice for valid payment.

## **BUSINESS CONTINUITY**

### The goods are business critical for the Customer and it is therefore important that the Successful Tenderer maintains their business continuity arrangements throughout the Term.

### The Successful Tenderer’s Business Continuity Plan must be included as part of the bid submission. The Business Continuity Plan is not included in the evaluation criteria.

## **SOCIAL VALUE**

### The Customer is subject to the Public Services (Social Value) Act 2012 which requires it to have regard to economic, social and environmental well-being in connection with public service contractors and forms an important part of the Customer’s Police and Crime Plans.

### The Successful Tenderer shall comply with legislation and deliver a service which support economic, social and environmental considerations throughout the Term.

### The Successful Tenderer shall consider throughout the Term how it will contribute to and engage with the local community.

### The Successful Tenderer shall collaborate with the Customer to attract and recruit candidates with protected characteristics in order to encourage their interaction with policing.

### The Successful Tenderer shall ensure that its staff at all levels of the organisation are trained in relation to diversity and inclusion and their roles and responsibilities in tackling discrimination, disadvantage and bias.

### Where the Successful Tenderer delivers the programme at a location other than the Authority premises, the Successful Tenderer shall ensure that the location and facilities are fit for purpose and meet all equality and diversity requirements, in particular the requirement to meet the varied needs of people with disabilities.

### The Successful Tenderer shall consider employment opportunities within the geographical area.

### The Successful Tenderer shall consider sourcing locally those materials, products and services required in delivery of the Services.

### The Successful Tenderer shall try to reduce carbon emissions through innovative ways to reduce travel, for example, utilising technology in delivery of the programme and locally based trainers for face to face teaching.

### The Successful Tenderer shall minimise the use of packaging, particularly single use plastics.

## **INFORMATION SECURITY**

### Not used.

## **KEY PERFORMANCE INDICATORS**

### Not Used.

### Not Used.

# APPENDIX 1: 7 FORCE ICT NON-FUNCTIONAL AND TECHNICAL REQUIREMENTS

 Not required for this procurement.

# APPENDIX 2: BASELINE SECURITY REQUIREMENTS TECHNICAL & NON-TECHNICAL

# Not required for this procurement.