

**RAF Museum, London**

**Tender for the provision of Security Services**

**Part A – Introduction and Instructions**

Contents

[1 Definitions 3](#_Toc135651147)

[2 Background 5](#_Toc135651148)

[3 RAFM requirements & scope 6](#_Toc135651149)

[4 Contract price and performance mechanism 6](#_Toc135651150)

[5 Contract term 6](#_Toc135651151)

[6 Performance 6](#_Toc135651152)

[7 General 6](#_Toc135651153)

[8 Sub-contracting and consortium bidding arrangements 8](#_Toc135651154)

[9 The ‘Find a Tender’ Portal 9](#_Toc135651155)

[10 Timetable 11](#_Toc135651156)

[11 Clarifications 11](#_Toc135651157)

[11.1 Bidders Site visits 12](#_Toc135651158)

[11.2 Amendments 12](#_Toc135651159)

[11.3 Terms 12](#_Toc135651160)

[12 Tender submission 13](#_Toc135651161)

[13 Evaluation 14](#_Toc135651162)

[13.1 Initial assessment 15](#_Toc135651163)

[13.2 Detailed assessment 15](#_Toc135651164)

[13.3 Quality assessment 15](#_Toc135651165)

[13.4 Scoring Methodology 16](#_Toc135651166)

[13.5 Evaluation Criteria 17](#_Toc135651167)

[13.6 Evaluation panel 17](#_Toc135651168)

[13.7 Bidder clarification meetings 18](#_Toc135651169)

[13.8 Price assessment 19](#_Toc135651170)

[13.9 Final score 19](#_Toc135651171)

[14 Abnormally low Tenders 20](#_Toc135651172)

[15 Notification of outcome 20](#_Toc135651173)

[16 Conditions applying to this Procurement Exercise 20](#_Toc135651174)

[16.1 TUPE 20](#_Toc135651175)

[16.2 Rights 20](#_Toc135651176)

[16.3 Language & currency 21](#_Toc135651177)

[16.4 Validity 21](#_Toc135651178)

[16.5 Interpretation of requirements & sufficiency of information 21](#_Toc135651179)

[16.6 Liability of the RAFM 22](#_Toc135651180)

[17 Confidentiality of Information 23](#_Toc135651181)

[18 Freedom of information and environmental information 23](#_Toc135651182)

[19 Non-collusion and canvassing 24](#_Toc135651183)

[20 Memorandum of Information 25](#_Toc135651184)

1. Definitions

In this ITT and all associated documents, unless the context otherwise requires:

the singular includes the plural and vice versa; and

the words ‘including’, ‘other’, ‘in particular’, ‘for example’ ‘e.g.’ and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words ‘without limitation’;

capitalised terms shall have the meanings set out below:

|  |  |
| --- | --- |
| Bidder | 1. an organisation (or organisations collectively) invited to submit a Tender for the award of the Contract following the SQ stage of the Procurement Exercise; |
| Bidders Site Visit | 1. the day upon which a Bidder will be invited to meet the RAFM for a presentation relating to the Procurement Exercise; |
| Briefing Document | 1. The document issued at Stage 1 to introduce the Procurement Exercise to Suppliers |
| Business Day | 1. Monday to Friday (other than bank or public holidays in England); |
| Contract | 1. a contract entered into between the RAFM and the Successful Bidder for the Services the draft form of which is attached to the ITT at PART G; |
| Contract Award | 1. the date on which the RAFM confirms its intention to enter into the Contract with the Successful Bidder; |
| Contract Notice | 1. the notice with reference RAFM SEC23 issued for publication in the UK e-notification service ‘Find a Tender’ (FTS) on 11 September 2023. |
| **Deadline for Tender Responses** | 1. the date and time set out in the timetable at Part A; |
| Evaluation Criteria | 1. the quality and price criteria set out in the ITT that Tenders will be evaluated against to determine the Most Economically Advantageous Tender; |
| Form of Tender | 1. the form to be signed and returned with the Tender by each Bidder as set out in Part D; |
| ITT | 1. this invitation to tender and all associated documents that the RAFM has issued to the Bidders; |
| ITT Period | 1. the period between the issue of the ITT to Bidders and the Deadline for Tender Responses as identified in this, Part A; |
| Memorandum of Information | 1. the Parts A-G of this ITT which sets out further information about the Services required; |
| Most Economically Advantageous Tender | 1. a method of evaluation in accordance with the PCR 2015 SI 2015/102 that takes into account both quality and price; |
| Non-Collusion Certificate | 1. the form to be signed and returned with the Tender by each Bidder as set out in Part D; |
| PCR 2015 | 1. the Public Contracts Regulations 2015 (PCR 2015), SI 2015/102 (as amended from time to time); |
| Portal | 1. the tender portal used by the RAFM for the Procurement Exercise; |
| Price Response Template | 1. the pricing model template set out in Part F which sets out the financial model to be completed by the Bidder and evaluated in accordance with this Part A; |
| Procurement Documents | 1. the ITT (Parts A-G) together with any additional documents associated with this Procurement Exercise and issued by the RAFM to Bidders; |
| Procurement Exercise | 1. the procurement exercise being run by the RAFM using the open procedure in accordance with PCR 2015, regulation 28 |
| Royal Air Force Museum or RAFM | 1. The Contracting Authority |
| **Services** | 1. the Services as fully described in the Part C - Specification. |
| Specification | 1. the specification set out within Part C; |
| SQ | 1. the Standard Selection Questionnaire issued by the RAFM during the SQ stage of the Procurement Exercise; |
| SQ Response | 1. the document submitted by a Bidder during the SQ stage of the Procurement Exercise; |
| Successful Bidder | 1. the Bidder whose Tender is selected as the Most Economically Advantageous Tender following the evaluation stage of the Procurement Exercise and who has not been eliminated from the Procurement Exercise; |
| Supplier | 1. An organisation an organisation (or organisations collectively) that submit an SQ at Stage 1 of the Procurement Exercise |
| Tender | 1. the response submitted pursuant to the ITT by a Bidder in accordance with Part A; |
| Tender Response Statements | 1. the tender response statements set out in Part D which sets out the questions to be answered by the Bidder and evaluated in accordance with Part A; |
| Variant Tender | 1. a Tender that is submitted in accordance with paragraph 12 (p) of the ITT Part A; and |

1. Background

This is a competitive procurement conducted in accordance with the open procedure under the PCR 2015 and as set out in the Contract Notice.

On 11 September 2023 the Contract Notice was published by the RAFM inviting expressions of interest in the procurement of the Contract.

The RAFM’s objectives for the Procurement Exercise are as follows:

* + To procure a compliant, professional, proactive, and transparent operational solution which drives consistent quality of service and continuous improvement to ensure the security of RAFM assets and estates.
  + To appoint a company that will support the RAFM in its strategic aims, offer proactive subject matter expertise, and become a valued partner to the museum.
  + To procure a service which offers the Most Economically Advantageous Solution

Bidders should note that the Procurement Exercise is not divided into lots. This is because of the value of coherent and consistent management, quality and knowledge across all sites and the value of sharing resources across the estate.

1. RAFM requirements & scope

The RAFM requires a security services partner to provide security services across its estate at:

Hendon – Public Museum and supporting Back of House accommodation on a

19 acre site with 26,140m² of internal accommodation

Cosford – Public Museum and supporting back of house accommodation on a

22 acre site with 20,709m² of internal accommodation

Accommodation includes: hangars, galleries, circulation space, conference areas, event space, meeting rooms, education spaces/lecture rooms, retail outlets, catering outlets, stores, workshops, offices, car parks, playgrounds and picnic areas.

It should be noted that within this procurement process the RAFM are examining the options for two operating models: the provision of security services for Night Shift hours between 5:00pm to 10:00am, and the provision of security services 24 hours a day, 7 days a week. Full details of the requirements of these operating models can be found in the ITT Part C – Specification.

1. Contract price and performance mechanism

The Services shall be provided on a fixed fee basis, and this should be reflected in the Contract price.

1. Contract term

It is anticipated that the term of the Contract will be for a period of three years, with the RAFM having the option to extend **twice by a** period of 12 months each to a maximum term of 5 years. The anticipated value of the Contract over the initial 3-year term is estimated to be £735,000 for the ‘Night Shift’ model, and £1.03m for the 24-hour model. Over the maximum 5-year term those contract values are estimated to be in the region of £1.3m and £1.8m respectively.

1. Performance

The successful Bidder will be subject to performance measurement against a set of key performance indicators and associated service levels as set out in the ITT – Part E – Performance Management.

1. General

Before completing their Tender, Bidders must read all Procurement Documents issued by the RAFM, including the:

Invitation To Tender;

PART A Introduction & Instructions

PART B Standard Selection Questionnaire

PART C Specification

PART D Response Document

PART E Performance Management

PART F Pricing Schedules

PART G Terms & Conditions

The ITT is designed to ensure equal treatment of all Bidders and is being provided to all Bidders.

The RAFM requires that all actual or potential conflicts of interest are resolved to the satisfaction of the RAFM prior to the submission of Tenders. To this end, Bidders should inform the RAFM of any actual or potential conflicts of interest within the Tender using the declaration in Part D of this ITT. In the event that any actual or potential conflict of interest comes to a Bidder’s attention following the submission of its Tender, the Bidder should notify the RAFM immediately.

Bidders must comply with the rules for this Procurement Exercise as set out in the ITT and must answer all questions accurately and truthfully.

A Bidder’s participation in this Procurement Exercise constitutes acceptance of the terms and conditions of this Procurement Exercise and the ITT (including, without limitation, the Contract) and the Bidder agrees to be bound by such without further negotiation or amendment.

Where any question in the ITT refers to relevant UK legislation, non-UK Bidders should answer on the basis of applicable laws in the Bidder’s own jurisdiction.

All financial information must be provided in pounds sterling (£) and should be converted using the Bank of England foreign exchange reference rates at the date the Tender is submitted.

The Tender must be completed in English or accompanied by a complete and accurate English translation. If a translation is provided, the assessment will be carried out on the basis of the English translation.

The RAFM shall not be committed to any course of action as a result of:

* + issuing the Contract Notice or the ITT;
  + communicating with a Bidder, a Bidder’s representative, or agent in respect of this Procurement Exercise; or
  + any other communication between the RAFM (whether directly or through its agents or representatives) and any other party.

The RAFM may in its absolute discretion:

* + amend any of the Procurement Documents, including the Contract.
  + cancel or withdraw from the Procurement Exercise at any stage.
  + not award the Contract.
  + not enter into the Contract.
  + require a Bidder and/or its consortium members to clarify their submission in writing and/or provide additional information (failure to respond adequately may result in a Bidder not being successful).
  + disqualify any Bidder who fails to comply with any requirement of this ITT or is found to have failed to comply with the requirements of any other document issued by the RAFM during the Procurement Exercise; and
  + amend or waive the terms and conditions of the Procurement Exercise.

Nothing in this ITT constitutes a contract between the RAFM and any Bidder, nor does it oblige the RAFM to take any particular course of action.

All responses and submissions provided by Bidders in response to the ITT may form part of any contract with the RAFM should its Tender be successful and the RAFM considers (in its absolute discretion) it appropriate.

The copyright in the Procurement Documents is vested in the RAFM. The ITT may not be reproduced, copied or stored in any medium without the prior written consent of the RAFM except in relation to the preparation of a Tender. All documentation supplied by the RAFM in relation to the ITT is and shall remain the property of the RAFM and must be returned or destroyed on demand, without any copies being retained.

The RAFM may require the assignment or grant of a royalty free non-exclusive licence of all intellectual property relating to or in connection with any Tender resulting in the award of Contracts.

1. Sub-contracting and consortium bidding arrangements

Where a Bidder proposes to use one or more sub-contractors to deliver some or all of the Contract requirements, the Tender must provide details of the proposed bidding model, including members of the supply chain, the percentage of work being delivered by each sub-contractor and the elements of the contractual requirements that each sub-contractor will be responsible for.

The RAFM recognises that arrangements in relation to sub-contracting may be subject to future change and may not be finalised until a later date. However, Bidders should be aware that where information provided to the RAFM indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes, or proposed changes, to those sub-contracting arrangements may affect the ability of the Bidder to proceed with the Procurement Exercise or to provide the Services required. Bidders should therefore notify the RAFM immediately of any change in the proposed sub-contractor arrangements. The RAFM reserves the right to remove the Bidder from the Procurement Exercise prior to any award of Contract, based on an assessment of the updated information.

Bidders participating in the Procurement Exercise as part of a proposed consortium, must provide the following information:

* + - * names and addresses of all consortium members.
      * the lead consortium member which will be contractually responsible for delivery of the Contract (if a separate legal entity is not being created), save that the RAFM may require that each consortium member is jointly and severally liable under the Contract, or that a series of guarantees and cross-undertakings are provided by other consortium members; and
      * if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix.

Please note that the RAFM may require the consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by the RAFM as being necessary for the satisfactory performance of the Contract. Bidders should also be aware that the RAFM may require parent company guarantees from appropriate consortium members.

All members of the consortium must agree upon the Tender provided to the RAFM and the Tender must be signed by the authorised representative of the lead consortium member which shall be responsible for the performance of the Contract.

Where Bidders are proposing to create a separate legal entity, such as a special purpose vehicle (SPV), Bidders must provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix to the Tender. The RAFM may require that each consortium member is jointly and severally liable under the Contract, or that a series of guarantees and cross-undertakings are provided by other consortium members in relation to the obligations of the SPV.

The RAFM recognises that arrangements in relation to a consortium bid may be subject to future change. Bidders should therefore respond on the basis of the arrangements as currently envisaged. Bidders are reminded that the RAFM must be notified immediately of any changes, or proposed changes, in relation to the bidding model. The RAFM reserves the right to deselect the Bidder prior to any award of Contract, based on an assessment of the updated information.

1. The ‘Find a Tender’ Portal

The ITT shall be made available via the ‘Find a Tender’ Portal [Find a Tender (find-tender.service.gov.uk)](https://www.find-tender.service.gov.uk/Search) to registered users only.

All submitted documents should include in their title the company name and the title of the document.

All submitted documents must be in a format which is compatible with Microsoft Office or as a PDF. Zipped files will be accepted for larger tender files.

**The recommended maximum file size is 20 megabytes.**

Electronic Tender submissions and requests for clarification shall only be accepted via the Portal. For the avoidance of doubt Tenders submitted by email will not be accepted under any circumstances. Equally, responses to clarifications shall be provided to Bidders via the Portal.

If a Bidder intends to submit a Tender, then the Bidder should acknowledge its interest as quickly as possible by sending a message via the Portal.

The information contained within the Portal has been prepared by the RAFM in good faith but does not purport to be comprehensive or to have been independently verified. Bidders should not rely on the information contained within the Portal and should carry out their own due diligence checks and verify the accuracy of such information. No liability whatsoever shall be incurred by the RAFM and/or its advisors regarding the use of the information on the Portal by Bidders. Nothing on the Portal is, or shall be, a promise or representation as to existing circumstances or the future.

The RAFM may update any of the documents on the Portal at any time and it is the responsibility of the Bidder to ensure it has the most up to date documents and information.

All submissions and requests for information must be made via the Portal. The use of the Portal allows a full and complete audit trail of the communication aspects of the Procurement Exercise that will satisfy audit requirements and maintain probity of the process. The Portal also provides a communication tool for the RAFM and Bidders via a messaging facility.

It is the responsibility of each Bidder to ensure that they have all of the information they need to prepare their Tender.

Bidders shall not grant access to the Portal to any third party or to any other user who already has access to the Portal or otherwise by providing or sharing usernames and/or passwords.

Each Bidder agrees fully to indemnify, defend and hold the RAFM, its employees, agents and advisers harmless immediately on demand against all claims, damages, losses, costs and expenses (including legal fees) arising out of their breach of the terms of use of the Portal or any other liabilities arising out of the Bidder’s use of the Portal contrary to such term or of any information accessible via the Portal or the use by any other person accessing the Portal using the Bidder’s username and password.

If you experience any issues with the system, and the online help tools cannot assist, please contact the ‘Find a Tender’ Service Support Team: [Contact us - Find a Tender (find-tender.service.gov.uk)](https://www.find-tender.service.gov.uk/Home/Contact)

1. Timetable

Set out below is the timetable for the Procurement Exercise. This is intended as a guide and while the RAFM does not intend to depart from the timetable, it may do so at any time.

|  |  |
| --- | --- |
| ITT issued | 8th September 2023 |
| Site visits – upon request if escorted visit required | From 18th September 2023 |
| Deadline for clarification questions | 22nd September 2023 |
| Deadline for RAFM responses | 29th September 2023 |
| Deadline for submission of tender responses | 9th October 2023 |
| Evaluation of tenders |  |
| Tender presentations (if required) | 30th October 2023 |
| Museum evaluation period of security options, based on tender submission and internal review/evaluation. | |
| Contract award notification | 5th February 2023 |
| Standstill period |  |
| Contract signature | 19th February 2023 |
| Mobilisation |  |
| Service commencement | 1st April 2024 |

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1. Clarifications

During the ITT Period, Bidders may submit questions and requests for clarification or further information via the Portal. Bidders should note the following procedure for seeking clarification on matters arising during the ITT Period:

1. Bidders must address their questions and requests for clarification or further information using the Portal. The RAFM will, so far as is practicable, respond using the Portal.
2. All questions and requests for clarification or further information in relation to the submission of Tenders may only be made, and will only be considered, if made by no later than the date published within the Timetable.
3. If a question is asked or request for clarification is made by the Bidder after the deadline the RAFM may, at its own discretion, respond to the Bidder and provide additional information to which the RAFM has access, but the RAFM shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information.
4. The basic starting point for the RAFM in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Bidders.
5. Should Bidders wish to avoid disclosure pursuant to paragraph (d) (for example, on the basis that the request or response contains commercially sensitive information or may give another Bidder a commercial advantage) the request must be clearly marked ‘In confidence—not to be circulated to other Bidders’ and the Bidder must set out the reason(s) for the request for non-disclosure to other Bidders.
6. If the RAFM considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The RAFM will deem that the question or request for clarification or further information has been withdrawn if the RAFM is not contacted in writing via the Portal within three Business Days following the Bidder being so informed.
7. Should the RAFM treat a question as commercially sensitive information under the protocol in paragraph (e) above, Bidders should be aware that this will not necessarily enable the RAFM to exempt it from disclosure under the Freedom of Information Act 2000 (FIA 2000) and/or the Environmental Information Regulations 2004 (EIR 2004) should a request for such information be made. It may be that there are circumstances in which such information must be disclosed by the RAFM; and
8. It is the responsibility of the Bidders to regularly check the Portal for responses to queries and requests for clarification or further information as the RAFM shall not be responsible for communicating responses to Bidders directly.
   1. Bidders Site visits

**Access to the Hendon site can be freely gained during the museum’s opening hours. However, if an escorted visit is required, please contact: Mr John Sugg, Head of Operations at** [john.sugg@rafmuseum.org](mailto:john.sugg@rafmuseum.org)

**Any points of Clarification requested by any Bidder during a site visit will be captured. Responses will be issued subsequently via ‘Find a Tender’ together with responses to points of clarification raised by other Bidders.**

* 1. Amendments

The RAFM may issue amendments or modifications to the ITT during the ITT Period. These will be issued to all Bidders simultaneously and Tenders will be assumed to take account of any such modifications and amendments.

* 1. Terms

The draft Contract that the RAFM proposes to use is attached at Part G. By submitting a Tender, Bidders are agreeing to be bound by the terms of the ITT and the Contract without further negotiation or amendment.

If the terms of the Contract render the proposals in a Bidder’s Tender unworkable, the Bidder should submit a clarification in accordance with paragraph 11 and the RAFM will consider whether any amendment to the Contract is required at the RAFM’s entire discretion. Any amendments will be at the RAFM’s discretion and shall be published via the Portal and shall apply to all Bidders. Any amendments which are proposed by a Bidder at any stage before the Deadline for Tender Responses, but which are not approved by the RAFM through this process, will not be acceptable and may be construed as a rejection of the terms of the Contract, leading to the disqualification of the Bidder’s Tender.

1. Tender submission
2. Tenders must be submitted via the Portal by 12:00 on the Deadline for Tender Responses as set out in section 10 above. The RAFM may change the Deadline for Tender Responses by notice in writing to all Bidders.
3. Bidders must ensure that the Form of Tender and the Non-Collusion Certificate are completed in full by appropriately authorised persons within the Bidder’s organisation and submitted accordingly.
4. Bidders are required to name key personnel who may be contacted by the RAFM to deal with any queries that may arise during the evaluation process. The RAFM may request additional information from Bidders if it considers such information is required for the purposes of clarification.
5. Subject to paragraph 12(j), only Tenders that are submitted by the Deadline for Tender Responses will be accepted by the RAFM. It is the Bidder’s responsibility to ensure submissions are uploaded to the Portal and submitted to the RAFM on time.
6. Tenders shall only be accepted via the Portal and shall not be sent and will not be accepted by fax, electronic mail, post or by hand.
7. All pages of the Tender submission must be sequentially numbered (including any forms to be completed and returned).
8. Bidders are not permitted to submit any extraneous information that has not been specifically requested in the ITT including, for example, sales literature or the Bidder’s standard terms and conditions, etc.
9. Bidders must respond to each question within the corresponding section of the Quality Response Template and provide all the information honestly, fairly and fully relating to the response to that question. Bidders must not provide an answer to a particular question by way of cross reference to the response for another question. The RAFM will not attempt to find information within other parts of the Quality Response Template.
10. Tenders must be submitted strictly in accordance with the conditions set out in the ITT. Tenders must not contain any qualifications to the Contract. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders.
11. It is the Bidder’s responsibility to contact the Portal helpdesk to resolve any problems with the electronic submission of the Tender. Where a Bidder identifies to the absolute satisfaction of the RAFM (whose decision shall be absolute and final) that extraordinary circumstances beyond the reasonable management and control of the Bidder prevented the Tender from being submitted via the Portal by 12:00 on the Deadline for Tender Responses, then the RAFM may consider accepting the Tender.
12. The Bidder may modify its Tender once submitted provided this is prior to the Deadline for Tender Responses and that the Bidder gives written notice to the RAFM that a new Tender has been submitted. No Tender may be modified after the Deadline for Tender Responses.
13. The Tender should be completed and submitted in MS Office compatible format.
14. Please ensure that the declarations at the end of Part D – Response Document are completed in full by appropriately authorised persons within the Bidder’s organisation and are uploaded accordingly.
15. Where any information supplied to the RAFM (including during the SQ stage) becomes inaccurate or significantly changes at any time the Bidder must notify the RAFM immediately together with a full explanation of the changes and reasons for the changes. The RAFM may decide that the Bidder should not participate further in the Procurement Exercise as a result of any such change in information.
16. No offer or Tender is deemed accepted until the relevant contractual documents have been duly signed on behalf of the RAFM, the Successful Bidder and all other relevant parties and declared unconditional. No dialogue or communication with a Bidder whether prior to, during, or subsequent to the submission of any Tender implies acceptance of any offer or constitutes an indication that the Bidder will be awarded the Contract. Only the express terms of any written contract which is finally agreed and signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.
17. **Bidders are required to submit a Tender at TUPE compliant rates and then a second option to allow for compliance with the Real Living Wage.** Variant Tenders are not permitted.
18. Evaluation

The RAFM intends to award the Contract to the Bidder offering the Most Economically Advantageous Tender in accordance with the Evaluation Criteria and weightings set out below. The evaluation methodology set out is designed to provide a structured and auditable approach to evaluating the Tenders submitted by the Bidders. In evaluating Tenders, the RAFM will only consider information provided in response to the ITT. There will be an evaluation period consisting of two phases: the initial assessment and the detailed assessment.

* 1. Initial assessment

Tenders will first be reviewed to ensure that:

* the Tender has been submitted on time and meets the RAFM’s submission requirements/instructions which have been notified to the Bidders.
* the Tender is submitted with a correctly completed Form of Tender, Non-Collusion Certificate and Conflict of Interest Declaration together with the Tender **and completed Pricing Schedules;** and
* the Tender is substantially complete, containing sufficient information to enable the Tender to be evaluated in accordance with the Evaluation Criteria.

Tenders that do not satisfy the initial assessment may be rejected at this stage.

Tenders that pass this initial assessment will be evaluated in accordance with the Evaluation Criteria, and weightings set out below.

* 1. Detailed assessment

Following the initial assessment in accordance with paragraph 13.1, a detailed evaluation of quality and price will be conducted by the RAFM. Tenders will be scored against the evaluation criteria set out in the ITT. The RAFM has weighted the evaluation criteria to demonstrate the relative importance of each criterion. These are detailed in Table 2.

The RAFM may also issue clarification questions to clarify all or any part of a Tender or to clarify a Bidder’s submission following submission of the Tender. Information submitted by a Bidder via the Portal in response to clarifications issued by the RAFM will be taken into account when evaluating the Tender.

A summary of the methodology that will be used to score the Responses is set out below.

* 1. Quality assessment

The quality element of Tenders will be evaluated by the evaluation panel in accordance with the scoring methodology and Evaluation Criteria and using the following methodology:

* Bidders must respond to each of the questions in Part D – Response Document
* The scoring methodology set out in Table 1: Scoring methodology will be used to evaluate each Bidders’ response.
* Bidders should take account of the guidance in the Part D - Response Document when drafting their responses.
* Scores will then be multiplied by the relevant weighting against each criterion as set out in table 2: Evaluation Criteria.
* Scores for all quality Evaluation Criteria will be moderated by the RAFM before a final score for the Evaluation Criteria is confirmed.
* The RAFM cannot assign partial scores against any of the Evaluation Sub-criterion (for example giving a score of 2.5). However, once all the scores have had weightings applied and are then aggregated, the overall quality score will be rounded to two decimal places.
* The final quality score is expressed as a percentage of the maximum score available (which will be rounded to two decimal places) prior to consolidating with the price evaluation.
* The RAFM reserves the right to request clarifications from Bidders throughout the evaluation period.

The quality score will be subject to the following moderation process:

Following the detailed assessment by the RAFM Evaluation Panel the quality scores will be subject to a moderation process. Clarifications from Bidders may be sought and the RAFM reserves the right to re-moderate scores following receipt of clarifications.

* 1. Scoring Methodology

The following scoring methodology will be applied to all questions of the quality Evaluation Criteria:

**Table 1—Scoring methodology.**

|  |  |  |
| --- | --- | --- |
| **Score** | **Term** | **Explanation** |
| **0** | Unacceptable | Failed to provide a response, or the response provided is wholly inconsistent with the RAFM’s specified contract requirements and standards with respect to this criterion. |
| **1** | Poor | The response has material weaknesses, issues, or omissions, lacking detail, clarity and/or evidence with regard to many key elements of the criterion, and associated specified contract requirements and standards. |
| **2** | Fair | The response has some weaknesses, issues, or omissions, lacking detail, clarity and/or evidence with regard to at least one key element of the criterion, and associated specified contract requirements and standards with respect to this criterion. |
| **3** | Satisfactory | The response addresses all key elements of the criterion and associated specified contract requirements and standards; but is not fully detailed or fully backed up with clear evidence in some areas; some issues, weaknesses, or omissions in some areas. |
| **4** | Very Good | The response covers all key elements and almost all of the other elements of the criterion and associated specified contract requirements and standards; and with relevant and detailed information, backed up with clear evidence; with a few minor issues, weaknesses, or omissions. |
| **5** | Outstanding | The Response covers all elements of the sub-criterion and associated specified contract requirements and standards; and with a high level of relevant and detailed information, backed up with clear evidence; and demonstrates a robust and coherent understanding of the RAFM’s requirements; and with no issues, weaknesses, or omissions. |

* 1. Evaluation Criteria

Evaluation Criteria and weightings that will be used to evaluate the Tenders is set out below:

**Table 2 – Evaluation criteria and weightings**

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation Criteria** | | **Weighting**  **%** | **Sub Weighting**  **%** |
| **Quality - Method Statements** | 1. Company Support, Subject Matter Expertise & Proactive Partnership | 70 | 10 |
|  | 1. Onsite Staffing | 10 |
|  | 1. Staff Vetting, Training & Team Motivation | 10 |
|  | 1. Continuous Improvement & Proactivity | 10 |
|  | 1. Performance Measurement & Reporting | 10 |
|  | 1. Corporate Experience & Expertise | 10 |
|  | 1. Mobilisation | 10 |
| **Price** | Fixed Contract Price over 3 years | 30 | 30 |
| **Total** | | **100** | **100** |

* 1. Evaluation panel

Evaluation of Tenders will be carried out by a panel consisting of suitably competent staff from the RAFM. Any attempt to contact any museum staff outside the official ‘Find a Tender’ portal will be considered canvassing and will result in your tender being rejected.

* 1. Bidder clarification meetings

Following an assessment of the Tenders, Bidders may be invited to clarification meetings. Clarifications will be based on the evaluation panels assessment of the Bidders’ Tenders. Bidders are restricted to 3 attendees one of whom must be the proposed Contractors Representative for the Contract who will have ongoing management relationship with the RAFM.

* 1. Price assessment
     1. Bidders must complete the pricing schedules attached at Part F.
     2. Cost evaluation will be based on the TUPE compliant pricing schedule for the total 3-year fixed cost to provide the services. Please note that the two optional 12-month extensions are not included in the cost evaluation.
     3. The cost evaluation will be based on the Table 2 Evaluation Criteria, where the percentage split for the price assessment is set at 30%.

The total sums within the fixed price Tenders shall be compared to each other, with the lowest total sum receiving the full 30% and each other total sum receiving a proportion of the score based on its relationship to the lowest total sum. The formula is therefore:

***Price Score = Lowest Bidder’s Price*** ÷ ***Bidder’s Price x Price Weighting***

For example, if:

* + 1. Bidder A’s total price is £450; and
    2. Bidder B’s total price is £400 and Bidder B offers the lowest total price in the Procurement,

Bidder A’s price score will be 26.7% (£400 ÷ £450 x 30%) and Bidder B’s price score will be 30% (£400 ÷ £400 x 30%).

* + 1. The RAFM reserves the right to clarify and where needed, for parity purposes, normalise tendered costs.
  1. Final score
     1. Tenders will be evaluated on both quality and price. To ensure the relative importance of both categories are reflected correctly in the overall score, a weighting system has been applied to each element within the Evaluation Criteria.
     2. Quality forms 70%, while price forms 30% of the final score.
     3. The Successful Bidder will be the Bidder whose Tender has the highest combined score across those Bidders that satisfy the quality and price Evaluation Criteria.

1. Abnormally low Tenders

Where the RAFM considers that a price submitted by a Bidder may be abnormally low in relation to the Services it shall require the Bidder to explain the proposed price or costs and shall assess the information provided by the Bidder. Where the evidence supplied does not satisfactorily account for the low level of price or costs proposed, the RAFM may reject the Tender. Bidders acknowledge that the RAFM may be required to reject their tender if it is abnormally low for the reasons set out in PCR 2015, regulation 69(5) and (6) in accordance with the procedure set out within that regulation.

1. Notification of outcome

The RAFM may award the Contract to the Successful Bidder on the basis of the Tender which has been submitted in accordance with the instructions in the ITT and confirmed as the Most Economically Advantageous Tender in accordance with paragraph 13.8.

Contract award is subject to the formal approval process of the RAFM. Until all necessary approvals are obtained, and the standstill period successfully completed, no Contract(s) will be entered into.

Once the RAFM has reached a decision in respect of Contract Award it will notify all Bidders of that decision and provide for a standstill period in accordance with the PCR 2015 before entering into any Contract(s).

Each Bidder agrees that if the RAFM decides to accept its Tender and notifies the Bidder of this in writing the Bidder shall execute the Contract within 30 days of being called to do so by the RAFM.

1. Conditions applying to this Procurement Exercise
   1. TUPE

The Transfer of Undertakings (Protection of Employment) Regulations 2006 (and/or any superseding or amending legislation thereto) will apply.

* 1. Rights

The RAFM reserves the absolute right to:

* Cancel the procurement at any stage.
* Award all or part of the Services unless Bidders expressly state otherwise.
* Not award a Contract and not be bound to accept the lowest price or any Tender response.
* Require a Bidder to clarify its response in writing and/or provide additional information.
* Re-visit the selection decision at any point if the information provided by a Bidder materially changes or if there are any changes to the consortium members or significant sub-contractors. Bidders must notify the RAFM if at any point there are any changes to the information supplied.
* Amend the enclosed documents up to one week prior to the submission date. Where amendments are significant, the RAFM may at its discretion extend the submission deadline. A copy of each amendment will be issued via ‘Find a Tender’ to all Bidders.

RAFM reserves the right terminate, suspend, amend, or vary (to include, without limitation in relation to any timescales or deadlines) this procurement process by notice to all potential Suppliers in writing. RAFM will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

* 1. Language & currency

All submissions, questions, clarifications, and communications of any kind must be submitted/conducted in English and all pricing and other financial information shall be provided in £ pounds sterling.

* 1. Validity

All Tenders must remain valid and open for acceptance by RAFM for 180 days from the Initial ITT submission date.

* 1. Interpretation of requirements & sufficiency of information

It is incumbent on Bidders to ensure that they have all the information required for the preparation of their Tenders and that they satisfy themselves about the information and correct interpretation of terminology used in the tender documentation. Bidders must also ensure that they are fully conversant with the nature and extent of the obligations to be accepted by them if their Tender is accepted. Bidders shall have no claim whatsoever against the RAFM, its advisors or its agents in respect of the Scope of the Services being different to that envisaged by the Bidder.

The Procurement Documents are believed to be correct at the time of issue, neither the RAFM, its advisors, nor any other awarding entities will accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from this ITT (including its associated sections) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the Client.

If a Bidder proposes to enter into an Agreement with the RAFM it must carry out its own due diligence enquiries and rely only:

* On its own enquiries and judgement in relation to this procurement, including the preparation of its Tender; and
* On the Agreement for the provision of Cleaning Services as set out in Stage Two, subject to the limitations and restrictions specified in it.

All Bidders are recommended to seek their own financial and legal advice.

* 1. Liability of the RAFM

The RAFM does not accept any responsibility for any pre-tender representations made by it or on its behalf or for any other assumptions that Suppliers or Bidders may have drawn or will draw from any pre-tender discussions.

The RAFM shall not be liable to pay for any preparatory work or other work undertaken by Suppliers or Bidders for the purposes of, in connection with or incidental to the ITT, or submission of its Tender or any other communication between the RAFM and any other party as a consequence of the Procurement Exercise.

While the information in the ITT has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.

Neither the RAFM nor its advisors, its respective directors, officers, members, partners, employees, other staff or agents:

* makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
* accepts any responsibility for the information contained in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any persons considering submitting a Tender or entering into a Contract with the RAFM following receipt of the ITT must make their own investigations and their own independent assessment of the RAFM and its requirements for the Services and should obtain their own professional financial and legal advice.

Nothing in the ITT or in any other communication made between the RAFM, or its agents, and a Supplier or Bidder constitute a contract, agreement or representation that a contract shall be offered in accordance with the Procurement Exercise.

Suppliers and Bidders are responsible for all of their own costs and expenses in connection with or arising out of their Tender Response and/or any other requirements of the ITT, and their participation in any later stages of the Procurement Exercise irrespective of whether the Contract is awarded, or the Bidder is the Successful Bidder. The RAFM shall not accept liability for any costs and/or expenses incurred by a Bidder in preparation or submission of its Tender or their participation in the Procurement Exercise regardless of whether the Procurement Exercise is completed, abandoned or suspended.

1. Confidentiality of Information

The ITT and all Procurement Documents are confidential and it is a condition of each Supplier and Bidder’s continued involvement in the Procurement Exercise that it undertakes to keep confidential the ITT and all other information, whether written or oral, concerning the business and affairs of the RAFM, which it has received or obtained as a result of the information supplied to it in connection with the ITT (or any subsequent invitation to tender), in the course of the Procurement Exercise or in discussion relating to it, other than any such information which is in the public domain other than by breach of this obligation or other act or omissions of the Bidder. Bidders must not disclose that they have been invited to bid, nor discuss the Tender that they intend to make nor canvass for its acceptance, other than with professional advisers who need to be consulted. In particular, tenders shall not be canvassed or discussed with any other Bidder or member or officer of the RAFM.

The condition referred to in paragraph 17.1 above shall apply equally to any sub-contractor, consortium member, or professional advisor consulted by a Bidder and it shall be each Bidder’s responsibility to ensure that any such sub-contractor, consortium member or professional advisor abides by the terms of the ITT.

If a Bidder fails to observe its undertakings under paragraphs 17.1 or 17.2 or in any other way does not treat the ITT as confidential, the RAFM may without limitation to any other remedies it may have, reject its Tender (or any subsequent tender) and may decide not to invite it to tender for future work.

Bidders must not disclose that they have been invited to submit a Tender, nor discuss the Tender that they intend to make nor canvass for its acceptance, other than with professional advisers who need to be consulted. Tenders shall not be canvassed or discussed with any other Bidder or member or officer of the RAFM.

When providing details of contracts in answering the questions set out in the Part D – Response Document, the Bidder agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

The RAFM confirms subject to paragraph 18 that it will keep confidential and will not disclose to any third parties any information obtained during the Procurement Exercise other than to the Cabinet Office and/or contracting authorities defined by the PCR 2015 or as otherwise required by law of a tribunal or court of capable jurisdiction.

1. Freedom of information and environmental information

Bidders should note that the RAFM is subject to the provisions of the FIA 2000 and the EIR 2004. Notwithstanding any other provision of the ITT, this means that information may be subject to disclosure to the public unless an exemption applies. This includes such things as (not exclusively):

* information in any Tender submitted to the RAFM.
* information in any contract to which the RAFM is a party.
* information about costs, including invoices submitted to the RAFM; and
* correspondence and other papers.

In the event that a Bidder considers that any information supplied by it is either commercially sensitive or confidential in nature, this must be specifically highlighted to the RAFM with the reasons for its sensitivity or confidentiality and an explanation of the grounds for exempting that information from disclosure. The Bidder, in this event, should complete Part D - Annex D in its Tender submission. The Bidder should note that even where they have indicated that they consider any information to be commercially sensitive or confidential in nature, the RAFM may be required to disclose it under the FIA 2000 or the EIR 2004 if a request is received. The final decision as to whether information should be disclosed shall be the RAFM’s. Information marked as commercially sensitive or confidential by the Bidder should not be taken to mean that the RAFM accepts any duty of confidence by virtue of that marking.

1. Non-collusion and canvassing

The RAFM may disqualify (without limiting any other civil remedies available to the RAFM and without limiting any criminal liability which such conduct by a Bidder, sub-contractor or consortium member may attract) any Bidder, sub-contractor, or consortium member who, in connection with the Procurement Exercise:

offers any inducement, fee or reward to any member or officer of the RAFM or any person acting as an adviser for the RAFM in connection with this Procurement Exercise;

* does anything which would constitute a breach of the Bribery Act 2010;
* canvasses any officer or member of the RAFM or any person acting as an advisor to the RAFM in connection with this Procurement Exercise; or
* contacts any officer of the RAFM prior to conclusion of the Contract with the Successful Bidder about any aspect of the ITT in a manner not permitted by the ITT (including, without limitation, contact for the purposes of discussing the possible transfer to the employment of the Bidder of such officer).

The RAFM may disqualify (without limiting any other civil remedies available to the RAFM and without limiting any criminal liability which such conduct by a Bidder may attract) any Bidder who, in connection with this Procurement Exercise:

* fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Bidder or consortium member of a Bidder (other than a member of its own consortium or supply chain).
* enters into any agreement or arrangement with any other Bidder or consortium member of a Bidder to the effect that it shall refrain from submitting a Tender or as to the amount of any Tender to be submitted.
* causes or induces any person to enter such agreement as is mentioned in 17 or to inform the Bidder or consortium member of a Bidder of the amount or approximate amount of any rival Tender.
* canvasses any of the persons referred to in paragraph 17.4 in connection with the Procurement Exercise.
* 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 any act or omission relating to any other Tender or proposed Tender for the Contract; or
* communicates to any person other than the RAFM the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Tender).

1. Memorandum of Information

Within the ITT, in addition to this Part A are the following Parts:

**PART B : Standard Selection Questionnaire**

**PART C :** Specification

**PART D :** Response Document

**PART E : Performance Management**

**PART F : Pricing Schedule**

**PART G :** Terms & Conditions

**Annex A - Using the ‘Find a Tender’ e-procurement system**

1. Responses are to be submitted utilising the governments ‘Find A Tender’ portal Find high value contracts in the public sector - GOV.UK (www.gov.uk)
2. No other means of submission will be accepted.
3. For guidance on using ‘Find a Tender’, please contact the Service Support Team at [Contact us - Find a Tender (find-tender.service.gov.uk)](https://www.find-tender.service.gov.uk/Home/Contact)
4. In preparing and submitting their responses, Suppliers are to note the following Acceptable file types:
   1. Adobe PDF
   2. Microsoft Office i.e., Word, Excel, PowerPoint etc.
   3. Picture files i.e., jpeg, gif, bitmap, png, etc.
   4. Zip Files – before submitting your tender please check these have successfully uploaded to the ‘Find a Tender’ portal. This should be done by attempting to open the Zip file upload as shown within the portal.
5. If a Supplier wishes to submit any other file type, they must ensure that it is acceptable to the RAFM before uploading their response by raising a query via the ‘Find a Tender’ portal.
6. The RAFM will not be able to accept documents larger than A4.
7. All Forms and Certificates that require a signature must be physically signed, scanned and submitted as a PDF copy. Electronic signatures will not be accepted.
8. Submissions must include all documentation and information as stated in the procurement documents.
9. When uploading documents Suppliers should use the appropriate placeholder where this has been requested.
10. The recommended maximum individual file size per upload is 20 megabytes.
11. Suppliers are strongly advised to allow adequate time for uploading their responses in advance of the deadline to avoid any last-minute problems.