



**Invitation to Tender Instructions and Guidance**  
**Please read before completing the ITT Documents**

**With reference to**  
**Media Production for Distance Learning**

**CONTRACT REFERENCE NUMBER – MAR0014**

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## Instructions for Tenderers

This section provides guidance to Tenderers on how to complete the ITT. This document contains information about the procurement process, the Contract, and sets out the conditions for submitting a Tender.

### Tender Timetable

It is the intention of Plymouth Marjon University that this procurement will follow a clear, structured, fair and transparent process and that all Tenderers will be treated equally.

Set out below is the proposed timetable.

Stage	Tender Date
Invitation to Tender Advertised	23 <sup>rd</sup> June 2020
Email your <b>Intention to Tender</b> to <a href="mailto:tenders@marjon.ac.uk">tenders@marjon.ac.uk</a> to ensure you receive all communications regarding this opportunity	
Online meeting and presentation	29 <sup>th</sup> June 2020 to 3 <sup>rd</sup> July 2020
Responses to Clarification Questions	23 <sup>rd</sup> June 2020 to 17 <sup>th</sup> July 2020
ITT Submission Date and Time (Tenders must be submitted to <a href="mailto:Tenders@marjon.ac.uk">Tenders@marjon.ac.uk</a> )	<b>20<sup>th</sup> July 2020 by 9am</b>
Suppliers informed	27 <sup>th</sup> July 2020
Contract start Date	3 <sup>rd</sup> August 2020

Tenderers should note that this is an indicative timetable and may be subject to change. **Any changes will be communicated to all Tenderers as soon as possible via Contracts Finder and to all Tenderers that have submitted the Intention to Tender form.**

### Supplier Meeting

Potential suppliers have the opportunity to book an online meeting to ask any detailed questions during the period 29 June to 3 July 2020. A mutually convenient time for this should be booked directly with Dr Richard Thain, [rthain@marjon.ac.uk](mailto:rthain@marjon.ac.uk). All questions must be presented in writing at the meeting. Responses to those questions may be shared with all potential suppliers.

### Tender Return

Tenderers must return all documentation:

1. Schedule 1 - completed ITT Question responses
2. Schedule 2 - completed Commercial Document
3. Completed Supplier Questionnaire
4. Form of Tender and Bona Fide Tender Appendix I (a) to (d) inclusive

required by this ITT **by the Tender Submission Date and Time to Plymouth Marjon University's via [tenders@marjon.ac.uk](mailto:tenders@marjon.ac.uk)**

**The Email subject Heading must be: [Media Production for Distance Learning - Submission](#)**

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Any additional information which is necessary to support your Tender should be uploaded as part of your submission and cross-referenced in the main body of your Tender.

### Clarifications

Any enquiries or requests for clarification of any matter relating to this Invitation to Tender (ITT) or its contents must be made in writing via the [tenders@marjon.ac.uk](mailto:tenders@marjon.ac.uk). Clarifications should be clearly identified by the email subject line of “**Media Production for Distance Learning CLARIFICATION:**”

Plymouth Marjon University will endeavour, so far as is practicable, to respond to all clarifications within two (2) days of receiving the Clarification. Clarification enquiries and responses will be communicated to all Tenderers.

**Important – Clarification responses will be emailed to all Tenders that have submitted the Intention To Tender Form completed providing their electronic contact details.**

If a Tenderer considers that a clarification and / or its response relates to confidential matters, it must mark the clarification as "confidential". If Plymouth Marjon University believes it would be inappropriate to answer the clarification on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state, the grounds for its objection. If the Tenderer does not withdraw the clarification or raise any objection within the specified period, or if Plymouth Marjon University believes the clarification is not confidential, Plymouth Marjon University may issue the clarification response to all the Tenderers.

The final Date for submissions and responses of clarifications relating to this ITT is set out in the Tender Timetable detailed above.

### Submission of Tenders

Unless expressly stated to the contrary, each Tenderer must submit only one Tender in respect of this ITT.

Each Tender must be a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. Each Tender must be capable of being accepted by Plymouth Marjon University in its own right.

The following requirements must be adhered to when submitting Tenders:

Tenderers should submit only such information as is necessary to respond effectively to this ITT.

Unless specifically requested, extraneous presentation materials, particularly company corporate sales material, are neither necessary nor desired. Such materials will only be taken into account if they are clearly referenced in a Tenderer's specific response to a question in this ITT and only then to the extent that information is considered relevant by Plymouth Marjon University.

The Tender must be in English and drafted in accordance with the guidance set out in this ITT.

The Tender must be clear, concise and complete. Plymouth Marjon University reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity.

Tenderers have provided contact information when submitting their tender response. Plymouth Marjon University shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake changes relating to the contact promptly if required.

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### Late Return of Tenders

Any Tender received after the Return Date and time may not be considered.

It is the Tenderer's responsibility to ensure that their tender is received in accordance with the deadline for Tender Submission Date and Time.

### Changes

Plymouth Marjon University reserves the right to accept changes proposed by any Tenderer to the composition of their Tenderer entity subject to the necessary legal/eligibility, technical ability and financial standing criteria set out being met and such change resulting in satisfactory arrangements for the Tenderer's ability to deliver the Contract requirements, providing always that such change is notified and takes effect prior to the being executed. After return of the tender the Tenderer must inform Plymouth Marjon University of any changes via email at [tenders@marjon.ac.uk](mailto:tenders@marjon.ac.uk)

### Contract Award

Entering into the Contract is subject to the formal approval process of Plymouth Marjon University. Until all necessary approvals are obtained and all Tenderers have been informed no agreement will be enacted.

### Debrief

Supplier Questionnaire will only be evaluated for the highest scoring tenderer:

Following the evaluation of the Award Criteria and the Successful Tenderer has been confirmed, notification of the Contract Award decision will be issued via email, informing all Tenderers.

### Contract Terms and Conditions

By submitting a Tender, Tenderers are agreeing to be bound by the Contract / Framework Agreement Terms and Conditions of this ITT and the form of Contract without further negotiation or amendment. **PLYMOUTH MARJON UNIVERSITY CANNOT NEGOTIATE WITH ANY TENDERER ABOUT THE TERMS AND CONDITIONS OF THE CONTRACT / FRAMEWORK AGREEMENT.**

### Plymouth Marjon University Rights

Plymouth Marjon University reserves the right to:

- Seek clarifications or additional documents in respect of any Tenderer's submission;
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT or submits a tender that is vague or incomplete. Tenders may be discounted in evaluation at Plymouth Marjon University's discretion;
- Disqualify any Tenderer in accordance with the Public Contract Regulations 2015, Regulation 57 (Exclusion Grounds; Mandatory Exclusions);
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
- Choose not to award this Contract / Framework Agreement;
- Make any changes it sees fit to the Timetable, structure or content of the procurement process;
- Non-acceptance or rejection of any tender shall be without prejudice to any other civil remedies available to Plymouth Marjon University or any criminal liability which such conduct by a Tenderer may attract.

## **Invitation to Tender Guidance**

### **Tenderer Conduct**

By submission of an ITT the Supplier warrants that:

The prices in this ITT have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Supplier(s) or with any competitor.

Unless otherwise required by law, the prices which have been quoted in the ITT have not knowingly been disclosed by the Supplier(s), directly or indirectly, to any other Supplier(s) or competitor, nor will they be so disclosed.

No attempt has been made or will be made by the Tender(s) to induce any other person or firm to submit or not to submit an ITT for the purpose of restricting competition and or any other undesirable practises.

### **Conflicts of Interest**

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer, its advisers, and Plymouth Marjon University, its advisors or the Tenderer's constituent members. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of Plymouth Marjon University. There is a duty on the Tenderer to notify Plymouth Marjon University of any such conflict.

### **Warranties and Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, Tenderers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information.

Neither Plymouth Marjon University, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this ITT (including this guidance, all information available on Contracts Finder, all appendices and attachments), and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Plymouth Marjon University. Plymouth Marjon University does not accept any responsibility for any pre-contractual representations made by it or on its behalf.

### **Misrepresentation**

When submitting your tender, you are confirming that your submission contains accurate information which will not mislead Plymouth Marjon University in the tender evaluation process.

### **Tenderer's Warranties**

In submitting the Tender, the Tenderer warrants and represents and undertakes to Plymouth Marjon University that:

- All information, representations and other matters of fact communicated (whether in writing or otherwise) to Plymouth Marjon University by the Tenderer or its employees, officers, agents or advisers, in connection with or arising out of the Tender, are true, complete and accurate in all respects.
- It has made its own investigations and research and has satisfied itself in respect of all matters relating to this ITT.

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- It has full power and authority to enter into the Contract / Framework Agreement and provide the Services and will if requested produce evidence of such to Plymouth Marjon University.
- 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 to Plymouth Marjon University) which may adversely affect such financial standing in the future.
- The Tenderer shall indemnify, and keep indemnified, Plymouth Marjon University against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Tenderer of any of its obligations in this ITT.

### Costs Incurred

Plymouth Marjon University will not be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by Plymouth Marjon University.

### Confidentiality

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

This does not apply to any information which is exempt from disclosure in accordance with FOIA principles. In determining whether any information is exempt, Plymouth Marjon University shall seek to consult with the Contractor and shall take its reasonable concerns into consideration, provided that Plymouth Marjon University shall have the final decision in its absolute discretion. The Contractor shall co-operate and assist Plymouth Marjon University to publish in accordance with Plymouth Marjon University's obligation.

### Freedom of Information Act (FOIA)

The Freedom of Information Act 2000 and Environmental Information Regulations 2004 affects all information held by contracting authorities. It is a matter of law and contracting authorities cannot contract out of it.

So far as procurement information is concerned, Marjon currently expects the position as to what information may be accessible to the public, to be as set out in the table below. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information commissioner issues decisions in this area, thus these are working assumptions as opposed to absolutes. Nor can Marjon give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By participating in the procurement process, you are taken to accept this.

The table below details different types of information and how Marjon will treat each of these:

Information	How it is treated
Questionnaire / Tender submissions	Will be treated as publicly inaccessible at least until the notification of successful Tenderer.



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Information	How it is treated
Identity and amount of bids	The total bid price of successful Tenderer will become accessible between notification of successful Tenderer and contract signature.
Contract Documents as completed by the successful Tenderer	Accessible during the advertisement period under Marjon auditing regime.
Amounts spent on purchases etc.	Accessible
Trade secrets and other information that is genuinely commercially confidential	Under European Law Marjon is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that Marjon may not agree to treat information as confidential unless there is a really strong justification for doing so.

### Data Protection

Plymouth Marjon University requires all Candidates to comply with the Data Protection Act 1998 and General Data Protection Regulations 2015 (to the extent the Regulations or any legislation enacting the Regulations are in force in the UK) and to take appropriate data security measures when processing any personal data in connection with the procurement process.

### Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract award) any publicity or activity with any section of the media in relation to this tender process or resulting contract, other than with the prior written consent of Plymouth Marjon University. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

### Consortia, Unincorporated Joint Ventures and Sub-Contracting arrangement

Plymouth Marjon University recognises that a Tenderer may be a collaboration of organisations either through a consortium arrangement, unincorporated joint venture or by way of a lead contractor and sub-contractors.

Any Tenderer, which is a consortium, will be required to form a legal entity prior to any award of a Contract. Suitable security for guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract may be required in the form of a parent company guarantee or performance bond from the Lead Organisation and/or the Relevant Organisations as required by Plymouth Marjon University.

For Tenderers who are Lead Contractors and sub-contractors, the Lead Contractor will be required to enter into the Contract and take all legal responsibility for the obligations under that Contract. All Tenders will be evaluated as a whole in accordance with this document and the details contained within this ITT.

All correspondence in relation to this procurement will be sent to the registered email address associated with this ITT.

This does not preclude a single organisation submitting a response.

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### Bribery Act 2010 & Whistleblowing

Plymouth Marjon University contracts include provisions under which the contract will be terminated if the service provider or anyone on its behalf bribes or tries to bribe anyone in connection with any contract or commits an offence under the Bribery Act 2010.

Plymouth Marjon University also requires of Tenderers that they sign non-collusion agreements to the effect that they will not collude with other Tenderers in submitting bids, except where they are consortiums.

Plymouth Marjon University encourages all Tenderers, to contact us if any, employee or other service provider, Tenderer or potential Tenderer approaches them and either attempts to engage them in any such activity or hints that they could do so. Plymouth Marjon University will treat the information in confidence in comparable fashion as required by Whistle Blowing best practise.

### Law

The laws of England and Wales will apply to this ITT and the procurement generally.

### Form of Parent Company Guarantee

Where appropriate and Plymouth Marjon University deems relevant a Parent Company Guarantee will be required prior to any formal award of contract. If you are required to submit a Parent Company Guarantee, then it will be requested as part of your submission.

### Tender Evaluation Methodology

The Tender submission will be evaluated by:

1. **Tender Award Criteria** - Tender Award Criteria will be evaluated using the Quality Evaluation Criteria and Commercial Evaluation Criteria set out below. The Commercial Evaluation is completed in isolation of the Quality Evaluation and final scores calculated to identify the successful supplier.
2. **Supplier Questionnaire** – Evaluation of the Supplier Questionnaire will only be carried out for the successful supplier. Tenderers not satisfying the Supplier Criteria will, at the discretion of Plymouth Marjon University, be excluded from the process and the next highest scoring Tender will become the Successful supplier following evaluation of their Supplier Questionnaire.

### Supplier Questionnaire

The purpose of the Supplier Questionnaire is to enable Plymouth Marjon University to extract and evaluate the information required under Regulation 58 of the Public Contract Regulations.

Tenderers that fail to complete the documentation (even when stated 'for information only') may not be awarded the Contract / Framework Agreement even if the Tender is the highest scoring.

Each element/question stated within the Supplier Selection Criteria will be assessed on the basis of pass/fail or scored.

Where any of these Sections are not deemed relevant or proportional to the subject matter of the Framework / Contract Plymouth Marjon University will not require tenderers to respond to these Sections. **Sections where this applies will be marked at 'Not Applicable'**

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### Pass / Fail Questions

Where the highest scoring Tenderer receives a 'fail' in any of these questions/sections of the Supplier Selection Criteria they will not be awarded the Contract / Framework Agreement, unless Plymouth Marjon University, at its absolute discretion, decides otherwise (Plymouth Marjon University must evidence why such discretion was exercised). The Supplier Selection Criteria of the next highest scoring Tenderer will be scored and if passed, they will be awarded the Contract / Framework Agreement.

### Quality and Price Evaluation

The Award following the ITT will be based on the most economically advantageous tender (MEAT).

The Quality award criteria will consist of the following sub-criteria.

Criteria	Weighting
Question 1	18%
Question 2	18%
Question 3	15%
Question 4	9%
<b>Total</b>	<b>60%</b>

### Quality Sub-Weighting Criteria

When evaluating the ITT Plymouth Marjon University will also take into account whether all of the requirements of the ITT documentation have been met, such as whether all the additional documentation requested has been included with the submission. The Provider may be asked to clarify their answers or provide more details.

### Disqualification / Rejection

Plymouth Marjon University may disqualify any Providers which:

- Fail to provide a response to any questions in the submission or scores zero or incorrectly completes any question

- Fail to provide any of the requested evidence as specified by this ITT

- Whose total score following evaluation is below 55%

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### ITT Scoring Mechanism

Scoring Grid - Plymouth Marjon University uses a rating or scoring grid that works by scoring the Provider's submission against the standards set. Scoring systems give a score for the Provider's ability to meet each of the non-priced criteria. All answers are scored as follows unless further defined in the Questionnaire:

Scoring Matrix		
Assessment	Score	Marking Guidelines: Reason to award this score based on evidence provided against the criteria included.
Poor/Unacceptable	0	No response or response which is irrelevant to question.
Weak/Serious Reservations	1	Response only partially answers question, with major deficiencies. Little relevant detail.
Fair/Minor Reservations	4	Response almost meets question requirements but remains basic and missing some detail.
Satisfactory/Good	7	Response satisfies question requirement and has provided the detail requested.
Excellent	10	Comprehensive and useful response which answers the question and exceeds minimum expectations. Including a full description of techniques and measurements employed, and a level of detail which adds value to the tender.

### Commercial Evaluation

Only those Tenderers satisfying the Selection Criteria's requirements will have their commercial submission evaluated. The commercial evaluation will be carried out in isolation to the Quality Evaluation and total scores only calculated following the completion of the Quality Evaluation.

The Commercial Document contains the details and requirements relating to the price element of this ITT. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc., for the Tenderers to return as part of their Tender submission.

The Tenderer's prices will be scored on a comparative basis.

Commercial Evaluation Example: -

Supplier Name	Total Project Cost/Value £	Difference £	Weighting 40%	Ranking
Supplier A	£50000.00	0	40%	1st
Supplier B	£65000.00	£15,000.00	30.77%	2nd
Supplier C	£68000.00	£18,000.00	29.41%	3rd

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### Ties

Where the Total Evaluated Scores of two or more tenderers are identical following the evaluation process identified above and a Tie has occurred, the following will be applied to determine the preferred Supplier:

Where in the commercial element accounts for 50% or more of the total available score, the highest commercial score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.

- Supplier A 60% Commercial 34% Quality = 94%
- Supplier B 54% Commercial 40% Quality = 94%

Supplier A would be deemed the preferred Supplier

Where the quality element accounts for 51% or more of the total available score, the highest quality score awarded to any of the Tied tenderers will be used to select the preferred supplier e.g.

- Supplier A 60% Quality 34% Commercial = 94%
- Supplier B 54% Quality 40% Commercial = 94%

Supplier A would be deemed the preferred Supplier

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected at random from the remaining tenderers using a fair and transparent process. All tied supplier will be entered into a draw and the first supplier to be picked from the draw will be the preferred supplier. In the event of a draw and spirit of fairness and transparency the Tied Tenderers will be invited to send a representative to witness the draw.

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### Defined Terms

For the purpose of this Invitation to Tender the following words shall have the meanings set out below

Term	Means
<b>“Commencement Date”</b>	the intended date for the commencement of the Contract / Framework Agreement set out in this ITT document;
<b>“Commercial/Pricing Document”</b>	the schedule of prices required to be completed and returned by the Tenderer in accordance with the requirements of the ITT;
<b>“Contract / Framework Agreement”</b>	the Contract / Framework Agreement for the provision of the Goods / Works / Services included with this ITT;
<b>“Form of Tender”</b>	the Tender response submitted to Plymouth Marjon University;
<b>“Goods / Works / Services”</b>	the provision of Goods / Works / Services as set out in the Contract / Framework Agreement and Specification;
<b>“ITT”</b>	the Invitation to Tender document including all schedules and appendices;
<b>“Lead Organisation”</b>	the organisation leading on the submission of the ITT;
<b>“OJEU”</b>	the Official Journal of the European Union;
<b>"Open Procedure"</b>	the procedure as defined in the Public Contracts Regulations 2015 (as amended) Regulation 27;
<b>“Organisation”</b>	any person, company or authority permitted under the Contract Notice wishing to procure Goods / Works / Services under the terms of the Contract / Framework Agreement;
<b>“Public Contract Regulations (PCR 2015)”</b>	The Public Contract Regulations 2015 (as amended);
<b>“Relevant Organisations”</b>	All those Organisations listed as part of a Lead Organisation’s ITT who would contribute to the delivery of the contract/framework agreement, should it be awarded;
<b>"Schedules"</b>	supporting schedules detailing the Contract/Framework Agreement commitments related to this ITT;
<b>“Small or Medium Enterprise (SME)”</b>	See EU definition of SME: <a href="http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/">http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/</a>
<b>“Standstill”</b>	the 10-day period between notice of intention to award and award, referred to in regulation 87 of the UK Public Contracts Regulations 2015 (as amended);
<b>“Supplier Selection Criteria”</b>	the criteria used to confirm suitability of the successful Tenderer
<b>“Tender”</b>	a Tenderers submission made in response to the ITT including the completed and signed Form of Tender, together with all completed schedules and information requested by Plymouth Marjon University;
<b>“Tender Award Criteria”</b>	the evaluation criteria that will be applied to all tender’s progressing past the Standard Selection Questionnaire stage;

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<b>“Tender Evaluation Methodology”</b>	the evaluation methodology and approach to be used by Plymouth Marjon University to evaluate the Tenders in accordance with the Tender Award Criteria;
<b>“Tenderer(s)”</b>	Tenderer(s) who has been invited by Plymouth Marjon University to submit a Tender;
<b>“Terms and Conditions”</b>	the Contract/Framework Agreement Terms and Conditions as detailed in Plymouth Marjon University ITT;
<b>“Variant”</b>	“Variant” as defined in regulation 45 of the UK Public Contracts Regulations 2015 (as amended);