

Invitation to Tender (ITT)

Part 1

General Information and Instructions for Responding

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1 Purpose of this document

The purpose of the Invitation to Tender (ITT) is to provide Tenderers with detailed information about the Services/Goods that the Contracting Authority is seeking to procure and to inform Tenderers of how to prepare and submit their Tenders.

Part 1 of this ITT (General Information and Instructions for Responding) provides information about ONS, its responsibilities and provides Tenderers with direction on what they must submit and how to respond. It also contains a Glossary of terms used in this ITT.

Part 2 of this ITT (Project Information) explains the particulars of this procurement and provides specific information relating to the contract details, procurement process, award criteria and timescales

Tenderers should read all parts of this ITT before responding.

2 Organisation of this ITT

The ITT is organised into the following Sections:

- Part 1: General Information and Instructions for Responding - Explains the general purpose and structure of this ITT, background information about the Contracting Authority pertinent to the Contract and information that Tenderers require to prepare and submit their Tender. Part 1 also includes generic information relating to the approach adopted by the Contracting Authority throughout the procurement process and procedures relating to the evaluation and award of the Contract. Finally, this part of this ITT also explains how the Contracting Authority will evaluate all compliant Tenders.
- Part 2: Project Information – Explains the aims and objectives against which the Contracting Authority is seeking to award the Contract, the detailed specification and requirements of the Services/Goods and summarises the procurement timetable for the next stages of the procurement. Part 2 also contains details of the Award Criteria and Evaluation Scoring specific to the Procurement of this opportunity.
- Part 3: ONS Draft Model Contract and Ts and Cs – This is the contract document which will be used once the contract has been agreed and awarded. It consists of the ONS Standard Terms and Conditions for Services and subsequent contract schedules. These schedules have been partially completed to the best of the Authority's knowledge at tender stage and may be populated and finalised upon contract award. Tenderers will be accepting this model contract by way of responding to this ITT.
- Part 4: Supplier Qualification Questionnaire - This should be completed by the Bidder and gives the Authority assurance that the Tenderers have the appropriate capacity and capability to provide the services outlined in the ITT. The Authority reserves the right to reject any bids that do not provide a satisfactory response to the PQQ.
- Part 5: Evaluation Questions and Weights – This section needs to be completed by the Bidder. The Bidder must provide an answer to each question in the “response” box. The weight of each question is provided in this section.

3 Disclaimers

Any disclaimers or limitations in this ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of the Contracting Authority, its advisers and/or representatives acting on behalf of the Contracting Authority and shall continue to apply and to be enforceable by the Contracting Authority.

The information in the ITT is being provided to Tenderers for information only and for the sole purpose of assisting them to submit Tenders relating to this competition.

The Information does not purport to be comprehensive or to contain all of the information that a Tenderer may require to submit a Tender. Any Tenderer considering submitting a Tender in response to this ITT shall conduct its own due diligence and seek its own professional, financial, legal and other advice as appropriate. It is the sole responsibility of Tenderers to obtain, at their own expense, all further information necessary for the preparation of their Tenders.

Neither the ITT, nor any of the Information (as defined below), shall be regarded as an investment recommendation made by the Contracting Authority or by any of its advisers or representatives acting on behalf of the Contracting Authority.

The Information made available by the Contracting Authority does not include any legislation which is applicable in relation to this ITT and/or the Contract. In producing their Tenders, Tenderers shall satisfy themselves as to the requirements of legislation.

Words such as “anticipates”, “expects”, “projects”, “intends”, “plans”, “believes”, “will” and terms with similar meaning indicate the present expectation held by the Contracting Authority of future events, which are subject to a number of factors and uncertainties that could cause ONS’s requirements to differ from those described in this ITT. If the Contracting Authority’s requirements change at any time during this procurement process, Tenderers will be notified as soon as is reasonably practicable.

The Contracting Authority and its advisers, representatives or agents acting on the Contracting Authorities behalf:

- accept no liability, to the extent permitted by law, arising out of or in connection with the Information including without limitation for any error or misstatement in, or omission from, the Information or for any negligence or misrepresentation or for disclosure of information originating from a Tenderer;
- give no representation, warranty or undertaking, express or implied, with respect to the Information, including, without limitation, with respect to the fairness, accuracy, adequacy or completeness of any of the Information; and
- shall not, to the extent permitted by law, be liable for any loss or damage arising out of or in connection with any reliance on the Information.

The Information shall not, in whole or part, constitute a contract or part of a contract in any way save to the extent that it has been specifically incorporated in the Contract as awarded. The Information is not and shall not be relied on as a promise or representation as to the Contracting Authorities ultimate decisions or that the Contracting Authority will enter into a contract with any Tenderer. The Contracting Authority does not bind itself to enter into any contract or contracts arising out of the procedures envisaged by this ITT and no contractual rights, express or implied, arise out of this ITT or the procedures set out in it.

A response to this ITT does not guarantee that a Tenderer will be awarded a contract and nothing in this ITT should be interpreted as a commitment by the Contracting Authority to award the Contract to any Tenderer.

The Contracting Authority reserves the right, at any time and without cost to the Contracting Authority, to the extent permitted by law:

- to terminate or suspend, for any reason, any part of or the whole of this procurement process and/or to withdraw this ITT at any time or to re-invite responses on the same or any alternative basis;
- to waive any requirements of this procurement process;
- to vary any requirements and/or procedures relating to the procurement process; and/or

- to reject all or any proposals and to terminate discussions with all or any Tenderers at any time.

Neither the issue of this ITT nor any related procurement process commits the Contracting Authority at any time to award the whole or part of the Contract to any party or any person.

The Contracting Authority reserves the right to reject or disqualify any Tenderer who:

- provides information or confirmations which later prove to be untrue or incorrect at the time of provision or subsequently;
- does not submit a Tender in accordance with the requirements of this ITT or as directed by the Contracting Authority during the procurement process;
- undergoes a change in identity, control or financial standing or any other materially adverse change affecting the Tenderer which in the reasonable opinion of the Contracting Authority would have an adverse impact on the procurement process or the ability of the Tenderer to perform the Contract;
- fails to submit a proposal of sufficient quality to satisfy the Contracting Authority that the Contract requirements will be satisfactorily delivered and/or performed;
- breaches the publicity or confidentiality requirements set out in this ITT;
- in the Contracting Authority's opinion, has become ineligible pursuant to the Regulations or does not have the ability, resources or economic or financial standing to perform the Contract in accordance with the Contracting Authority's requirements; or
- maintains a Qualification or any requirement for an alteration of any element of the Contracting Authority's requirements in this ITT save where such Qualification or alteration is accepted by the Contracting Authority.

The Contracting Authority reserves the right to require the proposal by a Tenderer of any additional or supplemental information or clarification as it may, in its absolute discretion, consider appropriate.

All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will the Contracting Authority be liable for any costs or expenses incurred by or on behalf of the Tenderer or any party associated with this procurement process or any termination of it.

Any Information issued to Tenderers in connection with this ITT remains the property of the Contracting Authority. All such Information may only be used for the purpose of tendering and must, on request, be returned to the Contracting Authority.

The Contracting Authority's decision as to whether or not a Tender complies with this ITT shall be final.

The Contracting Authority shall not be bound to accept any Tender.

4 **Publicity and Marketing**

Tenderers are not permitted to:

- make a public statement or communicate in any form with the media in connection with this procurement process without first obtaining the prior written consent of the Contracting Authority;
- use any trademarks, logos or any other intellectual property rights associated with ONS;
- represent that the Tenderer is directly or indirectly associated in any way with ONS;
- engage in any form of ambush marketing or marketing which creates, implies or refers to an association between the Tenderer and ONS; and/or
- do anything or refrain from doing anything which would have an adverse effect on or embarrass ONS.

Tenderers must notify the Contracting Authority of any enquiries received from the media regarding this competition via the ONS eSourcing Portal.

If Tenderers are in any doubt regarding the publicity and marketing arrangements, then they must seek further guidance from the Contracting Authority via the ONS eSourcing Portal.

5 Confidentiality

The Contracting Authority takes the management of its information (and that of its suppliers) very seriously.

The information provided by the Contracting Authority within the ITT or which is communicated in further correspondence or which is provided at any time during the Procurement is confidential, copyright of the Crown and Official Sensitive (Commercial) . As such, it is to be treated as “Commercial in Confidence” and not shared by the Tenderer with any organisation other than its own.

Further, the Tenderer:

- must not communicate, copy, disclose or otherwise make available this information to any third party (other than that as set out below), except with the permission of the Contracting Authority; and
- must not use the information for any commercial or industrial purpose not connected with the Procurement; and
- may communicate, disclose or otherwise make available this information to an employee or a professional advisor who requires the information in connection with the preparation of a Proposal in response to the ITT; or to support any subsequent discussions or clarification in relation to the Proposal, provided that the Tenderer ensures they observe the confidentiality requirements of this ITT.

The Tenderer shall sign and return the Confidentiality Agreement with the ITT proposal.

Failure to so provide the signed Confidentiality Agreement will preclude a Tenderer from being invited to tender by ONS.

6 Redundant Information

In the event of either:

- the Tenderer deciding not to respond to the ITT, or
- the Tenderer being informed that they have not been successful with their Proposal;

all copies of versions of all information issued as a part of or in connection with the Procurement must be destroyed or deleted by the Tenderer within 48 hours of the Contracting Authority requesting that the Proposal shall do so (the Tenderer confirming in writing that they have complied with the Contracting Authority’s requested to do so).

7 Data Transparency and Freedom of Information

The UK government is committed to greater transparency in the public sector. Accordingly, the Contracting Authority reserves the right to publish the ITT and the Contract and, post award, to publish payment information.

The Contracting Authority may at its absolute discretion redact all or part of the Contract and/or the payment information prior to publication and may take account of exemptions that would be available under the FOI Legislation.

The Contracting Authority may at its absolute discretion consult with the successful Tenderer regarding any such redactions. However the Contracting Authority will make the final decision regarding publication and/or redaction.

The Contracting Authority is subject to the FOI Legislation, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. Tenderers should identify those parts of their Tender, the disclosure of which, pursuant to a request under FOI Legislation, would, or would be likely to, prejudice the Tenderer's commercial interests. The Contracting Authority will have regard to such classification but may nevertheless be obliged to disclose any information submitted by Tenderers as part of their response to this ITT.

The Tenderer is to note that, in compliance with the Government's commitment to provide a greater level of transparency in expenditure by the public sector, the Commercial Services Division of the Contracting Authority is required to publish the details of all new contracts over £10,000 in value that have been awarded after 1 July 2010. The Contracting Authority is further obliged to publish all new tender documents issued after 1 September 2010.

8 General information

8.1 The Contracting Authority

The Contracting Authority is the UK's largest independent producer of official statistics and is the recognised NSI for the UK. The Contracting Authority is also responsible for collecting and publishing statistics related to the economy, population and society at national, regional and local levels. The Contracting Authority also conducts the census in England and Wales every ten years.

The main responsibilities of the Contracting Authority are:

- the collection, compilation, analysis and dissemination of a range of key economic, social and demographic statistics about the UK;
- the provision of statistical leadership and methodological advice for the benefit of UK official statistics;
- representation of the UK internationally as the NSI.

The Contracting Authority is also the only government department with the production of statistics as its main role. The Contracting Authority operates independent of ministers and instead reports through the UK Statistics Authority to Parliament and the devolved administrations of Scotland, Wales and Northern Ireland.

These responsibilities span more than 650 different statistical releases a year which rely on a broad range of methods and systems. More information about the Contracting Authority and the census can be found on the Contracting Authority's website: www.ons.gov.uk.

The Contracting Authority is the executive office of the UK Statistics Authority, which was established on 1 April 2008 by the Statistics and Registration Service Act 2007. Under the Act, the UK Statistics Authority is responsible for promoting and safeguarding the production and publication of official statistics which serve the public good. Further information on the UK Statistics Authority, and the Statistics and Registration Service Act, is available on the UK Statistics Authority website, www.statisticsauthority.gov.uk

8.2 Contracting Authority Commitment to Procurement 'Best Practice'

The Contracting Authority understands the level of commitment required to pursue an opportunity such as this. The structure of this Procurement has been designed to ensure a fair, open, non discriminatory and auditable competitive process.

8.3 Compliance with Policy and Strategy

The Contracting Authority has developed several policies and strategies to set out its priorities for action across all of its work areas. The different policies and strategies are listed below and will be made available within the ITT for Tenderers to review prior to responding.

The Contracting Authority requires all Tenderers to take into account the objectives of the Contracting Authority as set out in, and comply where stipulated with, the following policies and strategies (additional policies may be described in Part 2 (Project Information)):

- Accessibility Policy
- Classifications Policy
- Communication Strategy
- Corporate social responsibility policy
- Data Management Policy
- Debt control policy
- Document and records management policy

- Fraud, bribery and corruption policy
- Health and Safety policy
- ICT Security Policy Standards and Guidance
- Information security policy framework
- Partnership policy
- Procurement Policy
- Quality Management
- Risk management policy and framework
- Sustainable development policy

8.4 Small and Medium-Sized Enterprises (SME)

The Authority is committed to supporting the Government's SME initiative. Tenderers are encouraged to work with the Authority to support the wider SME initiative.

The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative: [Cabinet Office Guidance on the use of SME.](#)

9 Contracting Authority's Requirements

9.1 Preparation of Tenders

The Contracting Authority requires Tenderers to submit Tenders which confirm that they have the expertise, resources and experience to perform the Contract in a way which provides value for money and complies with the terms of the Contract.

All communications between Tenderers and the Contracting Authority and all Tenders submitted to the Contracting Authority must be in English.

Tenders shall be self contained documents which do not cross refer to documents which are not submitted as part of the Tender. The Contracting Authority shall not consider any proposal which refers to material which is not included within the Tender unless otherwise expressly permitted in writing by the Contracting Authority prior to the Tender Return Date

9.2 Standard Tender

Should any additions or deletions to the ITT be considered necessary by the Contracting Authority prior to the Tender Return Deadline, these will be published through the ONS eSourcing Portal and from the date of publication will be deemed to be part of this ITT.

9.3 Requirements for a compliant Tender

A Proposal will be deemed compliant if it:

- includes a response to all elements of the award criteria;
- is received by the Contracting Authority prior to the Tender Return Deadline.

All compliant Tenders must contain responses to the following sections, submitted in electronic (soft-copy) format in line with the instructions contained on the ONS eSourcing Portal:

- Technical Proposal – all questions asked and responses requested within the Technical Questionnaire, which are accessed via the ONS eSourcing Portal, must be addressed and responded to.
- Commercial Proposal – all questions asked and responses requested within the Commercial Questionnaire, which are accessed via the ONS eSourcing Portal, must be addressed and responded to.

Please note the Proposal must not contain any sales literature or uncorroborated references.

If, having reviewed the ITT, the Tenderer feels they are unable to meet the minimum requirements for the submission of a compliant Proposal, the Tenderer is advised to raise a Clarification to the Contracting Authority, in accordance with the procedure for raising and submitting Clarifications contained elsewhere in the ITT.

9.4 ONS eSourcing Portal

All electronic (soft-copy) tender documents must be submitted using the ONS eSourcing Portal. Further details and assistance with submitting Tenders can be found within the ONS eSourcing Portal, and via the Helpdesk. See Section 12 for more information.

9.5 Period of Validity

Tenders must remain open for acceptance by the Contracting Authority for the minimum period of 90 (ninety) Working Days commencing from the Tender Return Deadline that is required in Part 2 of this ITT (Project Details).

9.6 Rejection of Tenders

Any Tender in respect of which the Tenderer or a Relevant Company:

- has directly or indirectly canvassed an official of the Contracting Authority or obtained information from any other person who has been engaged to provide the works and/or services and/or goods to the Contracting Authority in relation to the Project or who has directly or indirectly obtained or attempted to obtain information from any such official or person concerning any other Tenderer or Tender submitted by any other Tenderer in relation to this procurement process; or
- fixes or adjusts any Price in the Tender by or in accordance with any agreement or arrangement with any other Tenderer; or
- communicates to any person other than the Contracting Authority the amount or approximate amount of the Price, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining insurance, financing and/or security associated solely with the Contract; or
- enters into any agreement with any other person to prevent such other person from submitting a Tender or limiting or restricting the Price to be submitted by another Tenderer or prospective Tenderer in its Tender; or
- offers or agrees to pay any person having a direct connection with this Project or gives any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done any of the foregoing in relation to any other Tenderer; or
- commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under sub-section 2 of Section 117 of the Local Government Act 1972 or the Bribery Act 2010;
- shall be rejected by the Contracting Authority without consideration provided always that such rejection shall be without prejudice to any other civil and criminal remedies available to the Contracting Authority.

The Contracting Authority may at its absolute discretion refrain from considering a Tender if:

- it is not in accordance with the terms of this ITT; or
- the Tenderer submitting the Tender makes or attempts to make any variation or alteration of the terms of the Contract or any other element of the Contracting Authority's requirements save where a variation or alteration is invited or permitted by the Contracting Authority.

The Contracting Authority shall not be bound to accept any Tender.

The terms of the Contract relating to the prohibition of marketing rights in relation to the Contracting Authority are non-negotiable.

Tenderers must ensure they understand the nature and extent of the Services/Goods as set out at ITT Part 3 – Schedule 1 ITT and the obligations to be performed by them if their Tender is accepted. Tenderers should refer to ITT Part 3 – Model Contract of this ITT for the terms and conditions that will govern their relationship with the Contracting Authority.

All information supplied by the Contracting Authority in connection with the ITT shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Contracting Authority, except that information may be disclosed so far as is necessary for the purpose of obtaining advice, insurance, guarantees, bonds and/or quotations necessary for the preparation and submission of Tenders.

The ITT has been prepared and issued to Tenderers for their sole use and for the purpose of assisting them to submit a Tender in accordance with the instructions set out in the ITT (as may be supplemented from time to time by the Contracting Authority). All supplementary information will be notified to Tenderers through the eTendering Portal.

10 Procurement Process

10.1 Procurement Overview

The Contracting Authority is following the procurement procedure as described within this Part 1 (General Information and Instructions for Responding) and Part 2 (Project Details) of this ITT.

Tenderers are required to read the ITT carefully and to ensure their Tenders comply with the requirements for a Compliant Tender set out in the ITT.

Tenderers must ensure they understand the nature and extent of the Services/Goods as set out in the ITT and the obligations to be performed by them if their Tender is accepted. Tenderers should also refer to the ITT for the terms and conditions that will govern their relationship with the Contracting Authority.

All information supplied by the Contracting Authority in connection with the ITT shall be treated as confidential and shall not be disclosed to any third party without the prior written consent of the Contracting Authority, except that information may be disclosed so far as is necessary for the purpose of obtaining advice, insurance, guarantees, bonds and/or quotations necessary for the preparation and submission of Tenders.

10.2 Clarifications

Where a Tenderer wishes to raise a clarification to the Contracting Authority in respect of this ITT, the following is noted:

- All clarifications raised by a Tenderer must be raised electronically via ONS eSourcing Portal. Direct email or contact with any representative of the Contracting Authority is not permitted, will not be treated as a clarification, may not be responded to by the Contracting Authority and will be escalated to the Chief Procurement Officer.
- Clarifications may only be raised in connection with the ITT and the documents contained or referred to therein. No general clarifications can be raised in respect of other procurement opportunities.
- Clarifications must be raised by the Clarification Deadline. Only those clarifications raised by the Tenderer prior to this deadline will be responded to by the Contracting Authority.
- As a general rule, the Contracting Authority will share the clarification and the responses provided to any clarifications raised with all Tenderers.
- Should you wish to raise a commercially-sensitive clarification, Tenderers are instructed to mark their clarification 'COMMERCIAL IN CONFIDENCE' clearly at the commencement of their message via the ONS eSourcing Portal. The Contracting Authority will then review the clarification. If the Contracting Authority feels that the clarification is not confidential and/or gives the Tenderer an unfair advantage, the Contracting Authority will respond to the Tenderer advising that such a clarification is therefore not commercially-sensitive. The Contracting Authority will also invite the Tenderer to withdraw such a clarification, or re-present the clarification for response.

10.3 Tender Return Deadlines

Tenders must be submitted no later than the Tender Return Deadline specified in Part 2 of this ITT (Project Details) via the ONS eSourcing Portal. Any proposals received after this deadline will not be considered by the Contracting Authority.

10.4 Evaluation

The process by which the Tenders received by the Contracting Authority are assessed and a decision made as to which Tenderer will be awarded the Contract is explained in detail within the 'Evaluation' section of this document.

10.5 Tenderer Clarification Meetings

Tenderers may be required to attend a clarification meeting where (i) there is some uncertainty about the proposals contained within a Tender, (ii) the Contracting Authority wishes to obtain further information or meet the relevant Tenderer's team and/or (iii) to test the Tenderer's response to specific issues which were not clearly addressed in the Tender.

The Contracting Authority will notify Tenderers of the time, date, maximum duration, and the issue(s) upon which Tenderers will be invited to comment. It is the responsibility of Tenderers to ensure the relevant members of their team are available to attend at the date and time notified by the Contracting Authority.

Where required, the date(s) on which Tenderer interviews will be held is included in Part 2 of this ITT (Project Details).

10.6 Mandatory 10 Day Standstill Period

After all compliant Tenders have been evaluated, the Contracting Authority will notify the successful Tenderer as soon as is reasonably practicable that it's Tender has been accepted subject to the 10 day standstill period required by the Regulations.

In accordance with the terms of the Regulations, the Contracting Authority will notify all Tenderers of the outcome of the evaluation electronically via the ONS eSourcing Portal. The Contract will not be entered into until the mandatory 10 day standstill period has lapsed.

10.7 Award of contract

The Contracting Authority intends to award the Contract before or on the date specified in Part 2 of this ITT (Project Details).

In accordance with the requirements of the Regulations, the Contracting Authority will publish details of the Contract (including the name and address of the successful Tenderer and the anticipated value of the Contract) through OJEU following contract award.

11 Evaluation Process

The evaluation process will use the criteria and weightings provided in Part 2 to undertake a review of all compliant Tenders. That review will enable the Contracting Authority to distinguish the technical and commercial capability of Tenderers, test the robustness and quality of their proposals for providing the services, and determine the Most Economically Advantageous Tender from the point of view of the Contracting Authority in relation to the delivery of this Contract.

The inclusion of any inappropriate or unrelated material (e.g. general marketing or promotional material) which has not been specifically requested by this ITT will not be considered by the Contracting Authority in its evaluation process and is likely to detract from the quality of the Tenderer's response.

Areas evaluated during the Supplier Qualification stage of this procurement process will not be reconsidered during the ITT evaluation stage, unless updated Supplier Qualification information is provided.

11.1 Stage 1 Assessment of Compliance

The purpose of this stage is to identify those Tenders received by the Contracting Authority that are compliant with the requirements for both Standard Tenders and (if applicable) the Variant Tenders received. Tenderers must ensure that their Tenders meet the minimum requirements identified within the ITT.

11.2 Technical Evaluation

A Technical Evaluation Panel (TEP) will use the guidance in the aforementioned Evaluation Criteria and Guidance document as the basis for scoring the Technical Proposals. Assessors will award scores for the response to each question based wholly on the contents of the written Technical Proposals, and any associated clarifications and responses. Tenders must therefore contain all of the information which Tenderers wish to be considered.

In the first instance, Technical Assessors will score the Tenders independently. These will be deemed to be draft scores. Following the completion of the technical evaluation, a Consensus Scorer will review the assessment made against each criteria for each Tender and will enter a single 'authority view' score based on the Assessors scores and the tenders.

A provisional score for each Tender will be ascertained following an assessment against the evaluation criteria. The provisional scores may be refined following any Post-Tender Clarification Meetings.

The technical evaluation will be scored in accordance with the table below:

SCORE	VALUE
Excellent Confidence	100
Very Good Confidence	90
Good Confidence	75
Confidence	50
Limited Confidence	25
Minor Concerns	10
Major Concern	0

An independent Consensus scorer will then review the completed Evaluator scores and rationale to gain a single Authority Score and supporting rationale. This stage will ensure that a consistent approach has been adopted by the Evaluation Panel throughout the process.

11.3 Commercial Evaluation

The Commercial Proposal evaluation will be undertaken independently from the Technical Proposal evaluation by a Commercial Evaluation Panel (CEP).

In assessing the Commercial Proposal, the Commercial Evaluation Panel will score the price based on the following formula.

$$\frac{\text{Lowest Tenderers' Price}}{\text{Tenderers' Price}} \times 100\% \times 20\%$$

The Tenderer achieving the lowest price will be awarded the maximum score, with the other Tenderers being given a relative score using the formula above.

11.4 Errors

Apparent errors in Tenders may be discovered by the Contracting Authority during the course of the evaluation process.

If such errors are discovered by the Contracting Authority, the Contracting Authority will advise the relevant Tenderer who will be requested to provide clarification to resolve the apparent error, which may involve the Tenderer adjusting his Tender.

If the Contracting Authority considers that the Tenderer's response to a request for clarification is a satisfactory and bona fide explanatory response; any adjustments made by the Tenderer in the response to the clarification will be evaluated.

If the Contracting Authority does not consider that the Tenderer's response to a request for clarification is a satisfactory and bona fide explanatory response, the Contracting Authority will advise the Tenderer of its intent to make an adjustment based upon an appropriate and reasonable assessment of the commercial risk that the Contracting Authority perceives in relation to the item under consideration.

11.5 Abnormally Low Tenders

The Commercial Proposals will be reviewed to consider if any Tender appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the Commercial Proposals received from all Tenderers drawing heavily on the information included within the Tenderer's build up of the price. If this analysis leads the CEP to consider that a Tender may be abnormally low then further analysis will be undertaken.

If the CEP remains concerned that a Tender is abnormally low then a written explanation of the offer, or those parts which the CEP considers contributes to the offer being abnormally low, will be requested from the Tenderer. The Contracting Authority will take into account the written explanation received from the Tenderer

If, after the written explanation has been provided by the Tenderer, the Contracting Authority is still of the opinion that an abnormally low offer has been submitted, the Contracting Authority will confirm this to the Tenderer and will advise either:-

- that the Tender is rejected; or
- that the Contracting Authority will for tender evaluation purposes make an adjustment to the Tender to take account of any consequences of accepting an abnormally low offer.

11.6 Financial Standing

During this Stage, the Contracting Authority will run assessments of the financial standing of the Tenderers, in line with the criteria set out within the OJEU Contract Notice and Part 2 (Project

Information) of the Supplier Qualification.

The Contracting Authority will undertake a check of each Tenderer's financial strength. That check will be undertaken by establishing a Dunn and Bradstreet Failure Score for each Tenderer. The Contracting Authority will use its professional judgement to assess the Tenderer's financial strength.

11.7 Proposed Award

Following conclusion of the above, the Contracting Authority will prepare a Tender Evaluation Report and Contract Award Recommendation. Following formal approval of this report by the Contracting Authority and relevant approving authorities, announcements will be made through the ONS eSourcing Portal to commence the mandatory 10-day Standstill Period. Following the conclusion of this period, an Award will be made to the Tenderer that has submitted the MEAT.

11.8 Standstill period and award of Contract

Prior to any decision by the Contracting Authority regarding the award of the Contract, one or more Tenderers may be required to exchange a letter with the Contracting Authority (a Letter of Clarification) confirming the terms of the Contract (reflecting any changes from the ITT) which would be entered into in the event that a Tenderer's offer was accepted by the Contracting Authority.

Any such Letter of Clarification shall not constitute any indication of an intent by the Contracting Authority to award the Contract to the recipient or at all.

After all compliant Tenders have been evaluated, the Contracting Authority will notify Tenderers as soon as is reasonably practicable of the Contracting Authority's proposal to award a contract to the successful Tenderer. In accordance with the terms of the Regulations, the Contracting Authority will notify all Tenderers of the outcome of the evaluation in writing.

The Contract will not be entered into until the standstill period has elapsed. The Contracting Authority intends to award the Contract before or on the Award Contract date as defined within Table 1.

In accordance with the requirements of the Regulations, the Contracting Authority will publish details of the Contract (including the name and address of the successful Tenderer and, by a range, the anticipated value of the Contract) in the OJEU following Contract award.

12 Instructions for responding

12.1 Step 1: Download the files

Before you consider responding to this ITT, ensure that you have downloaded and read all the relevant files. All files are important and contain information which may have a considerable bearing on the success of your response.

You may submit, by no later than Clarification Deadline, any queries that you have relating to this ITT. Please submit such queries via the ONS eSourcing Portal.

Any specific queries should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually. The Contracting Authority may decline to answer queries received after the above deadline.

Answers to the questions received by the Contracting Authority will be circulated to all Tenderers via the ONS eSourcing Portal. Answers will not reveal the identity of the individual Tenderer that asked a particular question. The Contracting Authority may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Tenderer.

All clarifications sent by the Contracting Authority during the period for responding to this ITT will be notified by email to the main contact who expressed an interest in the ITT on behalf of the Tenderer.

If you have any problems with the ONS eSourcing Portal you should contact the helpline (details can be found within the Portal)

12.2 Step 2: Decide if You Should Respond

It is in nobody's interest to have Tenderers responding to Procurements that are inappropriate. For this reason, you should read the file 'Project Information' (Part 2 of this ITT) carefully. This will help you decide if this Procurement is suitable for you.

If there are any points you want to clarify, you must do so using the ONS eSourcing Portal, using the instructions below.

The Contracting Authority wishes to engage contractors of all sizes, regardless of type and ownership and strives to meet the highest standards of equality and diversity. If this particular Procurement does not appear to be appropriate, then simply log onto the ONS eSourcing Portal and reject the ITT.

12.3 Step 3: Read the Questions Carefully

Some items may require original signed documents to be returned to the Contracting Authority by post. All documentation must be received by the Contracting Authority before the Tender Return Deadline for ITT Proposals.

The Contracting Authority will only take account of information which is specifically asked for within the Technical Questions of the ONS eSourcing Portal for this Procurement. ITT Proposals must be correctly referenced in accordance with the instructions in the relevant question. The Contracting Authority will not evaluate information which has not been included by a Tenderer in its ITT Proposal, and may not evaluate information which has been incorrectly referenced.

Ensure that you allow sufficient time for returning signed original documents to the Contracting Authority ahead of the Tender Return Deadline. Please allow at least 4 working days for the delivery of documentation.

Tenderers and Parties must return a signed hard copy of the Confidentiality Agreement to the Authority ahead of the Tender Return Deadline in order for their electronic ITT Proposal to be considered. The signed Confidentiality Agreement shall be sent in a plain sealed envelope which does not identify the Tenderer or any Party to the address shown below, to be received before the Tender Return Deadline. If the signed hard-copy of the Confidentiality Agreement is not received before the Tender Return Deadline then the electronic ITT Proposal will not be considered, even if it is received before the Tender Return Deadline.

The envelope should be marked:

Confidential ITT Documentation – Do Not Open COMMERCIAL: [The Project name]

Official name: Office for National Statistics

For the attention of: The Procurement Manager

Address: D201 Government Buildings

Cardiff Road

Newport

NP10 8XG

United Kingdom

12.4 Step 4: Prepare your ITT Proposal

The ITT is in an electronic form which can be accessed via your web browser on the ONS eSourcing Portal. It may be possible to respond to the ITT simply by answering the questions on screen. In some cases, you may need to prepare additional material to support your ITT Proposal, which you can upload later but in any event before the Tender Return Deadline. In all cases, you should follow the instructions given in the ONS eSourcing Portal.

To complete the proposal on the ONS eSourcing Portal you can enter information directly into the form. It is important that if you are inputting information directly into the form, you “Save” your input regularly.

Please Note: The ONS eSourcing Portal is similar to an online banking service. If you are inactive for more than 15 minutes you are liable to be logged off and as such may lose information already input and not saved.

Answering questions and providing evidence

A Tenderer is required to answer all the questions and provide all the additional information requested within this ITT in accordance with the specific instructions set out in this ITT.

Tenderers must not cross reference their answers from any one question to another question, unless instructed to do so by the Contracting Authority. Cross referenced material will not be evaluated by assessors.

The Contracting Authority reserves the right to ask for evidence to support any response submitted by the Tenderer including the Confidentiality Agreement.

ITT responses, all documents and all correspondence relating to the ITT must be written in English.

Structure of ITT Proposals

The Tenderer is responsible for ensuring the ITT Proposal is complete and comprehensive in all respects on behalf of all Parties.

If the Tenderer, or any Party is required to be supported by a guarantee from its global ultimate parent company, then a clear statement from the global ultimate parent company that such support is to be provided together with details of the relationship between the Tenderer or Party with its global ultimate parent company must be provided.

Each Party must print, sign and submit a copy of the Confidentiality Agreement.

How to submit supplementary documents

Supplementary documents in the form of electronic attachments are often required to provide additional evidence for responses to certain ITT questions. Tenderers should only submit supplementary documents when they are necessary and requested by the Contracting Authority. Additional information may be in the form of case studies, evidence of processes and procedures, plans, method statements, drawings or certificates.

Do not embed documents inside documents; the Authority will not review the content of embedded documents.

Tenderers must answer all questions accurately and concisely as possible following specific guidance on word or electronic page limits: (for clarification an electronic page is equivalent to a

single side of printed paper) the font size on any of these documents should be no less than font size 11. Supporting information must be presented as instructed in each of the questions.

Most file types can be used to support your ITT Proposal. If Tenderers have any doubts about the format or software they intend to use for their response, they should contact the Authority using the secure messaging system of the ONS eSourcing Portal.

It is strongly recommended that Tenderers upload documents in MS Office™ Word for non-financial responses and MS Office™ Excel for financial data. Tenderers should note that all files uploaded onto the ONS eSourcing Portal cannot be amended by anyone and that original files uploaded by Tenderers will be maintained in an un-altered state on the system right through the procurement process.

Portable Document Format (PDF)

Adobe's PDF format has historically been used by Tenderers because it gives full control of formatting and has the advantage of being 'lockable'. The ONS eSourcing Portal used by the Contracting Authority prevents the amendment of files after submission of ITT Proposal i.e. files cannot be changed after responding to the ITT, which should allay Tenderer's fears about document security.

Other file formats

Tenderers are advised to check with the ONS eSourcing Portal helpline before submitting responses in uncommon formats.

File naming

Usually, the file name required will be notified in the Technical Questions section. If you are uploading additional files for any reason, it is essential that you name the file in an appropriate way.

File extensions should be maintained as per the relevant applications default i.e. Microsoft Word documents should have a file extension of .doc

Important notes

Tenderers should regard 5Mb as the practical working limit for any individual file. Files less than 1Mb will be displayed reasonably quickly – bigger file sizes will create a delay in displaying the evidence or supporting material.

File names should be restricted to 100 characters as a maximum. A file name of less than 60 characters will be visible for its entire length when displayed on most screens.

12.5 Step 5: Ensure your ITT Proposal is Complete

All the files submitted by the Tenderers will be loaded and made visible to the Assessors, so before submitting your formal response you should check the entire response to ensure all files have been uploaded.

12.6 Step 6: Upload Your ITT Proposal

Completed ITT Proposals should be submitted via the ONS eSourcing Portal by the Tender Return Deadline. Responses received after the Tender Return Deadline will not be considered. Please note that the Tender Return Deadline is a precise time.

The Contracting Authority will not consider ITT Proposals uploaded or submitted by any other means than via the ONS eSourcing Portal unless otherwise stated to the contrary in Part 2 of this ITT.

You are strongly advised to follow the guidance found in the ONS eSourcing Portal.

Glossary

The terms and phrases defined in Table 1 apply to all elements of this IFT.

Table 1: Glossary of terms and phrases

Term/Phrase	Definition
Award Criteria	The criteria on which the Tenders received by the Contracting Authority in response to this ITT will be evaluated,
Clarification Deadline	The deadline for the submission of clarifications from Tenderers
Commercial Questions	The pricing and the commercial questions that each Tenderer is required to answer as part of its proposal and the response made by the Tenderer.
Commercial Proposal	A Tenderer's response contained in the Commercial Envelope on the ONS eSourcing Portal.
Consensus Scorer	The individual responsible for reviewing the Evaluators scores and scoring rationale provided against a Technical or Commercial question, and proposing a final score for that respective Technical or Commercial question.
Contract	The contract to be entered into between ONS and the successful Tenderer in the form contained in Volumes 1, 2 and 3 of this ITT.
Contracting Authority	Office for National Statistics
FOI Legislation	The Freedom of Information Act 2000, all regulations made under it and the Environmental Information Regulations 2004 and any amendment or re-enactment of any of them and any guidance issued by the Information Commissioner in relation to such legislation.
Information	This ITT and all other information, statements, opinions, conclusions, data and communications, whether written or oral and however transmitted or otherwise made available to Tenderers, which is made available to Tenderers during the procurement process.
Invitation to Tender (ITT)	The documents contained and/or referred to in this document
Mandatory Undertaking	The document that was signed and executed by the Tenderer as a part of their PQQ Application, which included the confidentiality undertaking which was included as a schedule of the Mandatory Undertaking.
MEAT	Most Economically Advantageous Tender.
OJEU	Official Journal of the European Union.
OJEU Contract Notice	The OJEU notice is the notice defined in Part 2 of this ITT (Project Information).
ONS eSourcing Portal	The electronic sourcing service through which the Contracting

Term/Phrase	Definition
	Authority conducts its procurement processes.
Supplier Qualification	Supplier Qualification Questionnaire.
Procurement	The process commencing with the publication of the OJEU Contract Notice and concluding with an award of a contract, or earlier termination of the process.
Project	The Project as defined in the <i>conditions of contract</i> at Volume 1 of this ITT.
Project Information	Part 2 of 2 of this ITT. The document that describes the Project and the purpose of the Procurement.
Qualification	A change proposed by a Tenderer to a provision of the Contract.
Regulations	The Public Contracts Regulations 2015.
Services/Goods	The Services/Goods to be supplied by the Tenderer pursuant to the Contract to fulfil the requirements contained in the ITT.
Technical Proposal	A Tenderer's response contained in the Technical Envelope on the ONS eSourcing Portal.
Tender	A proposal by a Tenderer in response to this ITT.
Tender Return Date	The deadline for the proposal of Tenders as stated in Part 3 of this IFT.
Tenderer	An organisation that has been invited to submit a response to this ITT.
Tenderer Proposed Option	A Tender submitted in addition to a Base Tender containing variant elements to the extent permitted by this IFT.
Working Day	A day other than a Saturday or Sunday upon which domestic banks are open for business in the City of London