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Invitation to Tender

for

Contract title: Cleaning Services at RAIB Derby.

Contract ref: RAIB 23001.

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1. INTRODUCTION AND BACKGROUND

Introduction

The Rail Accident Investigation Branch (RAIB) invites proposals for the above Services described in the Specification.

This ITT contains further information about the procurement process, the Goods/Services, and what Tenderers are required to submit.

Each Tenderer's response (**Tender**) must fully comply with the instructions in this document including its Schedules and should be detailed enough to allow the RAIB to make an informed selection of the most appropriate solution.

Background to the Requirements

The Rail Accident Investigation Branch (RAIB) is the independent railway accident investigation organisation for the UK. The purpose of an RAIB investigation is to improve the safety of railways, and to prevent further accidents from occurring. The RAIB’s investigations are entirely independent and are focused solely on safety improvement. The RAIB does not apportion blame or liability nor enforce law or carry out prosecutions

RAIB requirements are set out in Schedule 1 (Specification)

Contract term

Please see schedule 1 (Specification)

Purpose and scope of this ITT

This ITT:

* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT.
* Sets out the overall timetable and process for the procurement to Tenderers.
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant).
* Sets out the Award Criteria and the Tender Evaluation Model that will be used to evaluate the Tenders.
* Explains the administrative arrangements for the receipt of Tenders.

Clarifications about the ITT

All clarifications relating to this ITT must be submitted through e-mail at **RAIBFinance@raib.gov.uk.**

The RAIB will respond to all reasonable clarifications as soon as possible and share all questions with Tenderers by e-mail on deadline – 2. Any Tenderer who would like RAIB to treat a clarification as confidential and not issue the response to all Tenderers, must state this when submitting the clarification. If, in the opinion of the RAIB, the clarification is not confidential, the RAIB will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Goods/Services or this ITT is set out in paragraph 2 (**Timetable**).

Clarifications about the contents of the Tender

The RAIB reserves the right (but is not obliged) to seek clarification of any aspect of a Tender during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Tenderers are asked to respond to such requests promptly. Vague or ambiguous answers are likely to score poorly or may render the Tender non-compliant.

1. PROCUREMENT TIMETABLE

Key dates

This procurement will follow a clear, structured and transparent process to ensure a fair and level playing field is maintained at all times, and that all Tenderers are treated equally.

The key dates for this Timetable are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Date of issue of ITT to bidders invited to tender (**Tenderers**) | 15/05/2023 |
| Deadline for receipt of clarifications | Six working days before tender deadline |
| Target date for responses to clarifications | Three working days before tender deadline |
| Site Visits – Mandatory | By appointment W/C 29th May 2023 |
| Deadline for receipt of Tenders (**Tender Deadline**) | 09/06/2023 |
| Evaluation of Tenders | 14/06/2023 |
| Notification of contract award decision | 19/06/2023 |
| Confirm contract award | 03/07/2023 |
| Contract start | 31/07/2023 |

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

Deadline for receipt of Tenders

Responses to this ITT must arrive in the manner prescribed under section 3.1 no later than the Tender Deadline.

Any Tender received after the Tender Deadline shall not be opened or considered. The RAIB may, however, in its own absolute discretion extend the Tender Deadline and in such circumstances the RAIB will notify all Tenderers of any change.

* 1. Mandatory site visits, scheduled by appointment will take place w/c 29th May 2023.

Contract award

The RAIB may award Contract(s) on the basis of a Tender submitted in accordance with the instructions below.

Contract award is subject to the formal approval process of the RAIB. Until all necessary approvals are obtained, no Contract(s) will be entered into.

Once the RAIB has reached a decision in respect of a contract award, it will notify all Tenderers of that decision.

1. INSTRUCTIONS FOR TENDERERS

Formalities

All documents comprising the Tender must be completed and forwarded by e-mail to [RAIBFinance@raib.gov.uk](https://departmentfortransportuk.sharepoint.com/sites/RAIB/Management/Finance/Forms%20and%20Guidance/Procurement/Master%20ITT%20Templates/RAIBFinance@raib.gov.uk) by the Tender Deadline.

The following requirements must be adhered to when submitting Tenders:

* Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents, clearly referenced.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* A table of contents must be provided.
* The Tender must be fully cross-referenced.
* A list of supporting material must be supplied.
* All prices must be submitted in pounds sterling, exclusive of VAT.

The Tender must state if you are registered for VAT and how this applies to the Goods/Services relevant to your Tender - for instance standard, reduced rate, zero, exempt or outside scope.

The Tender must be clear, concise and complete. The RAIB reserves the right to mark a Tender down or reject the Tender from the procurement if it contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT and comply with any word counts or page limits specified. Tenders will be evaluated on the basis of information submitted in accordance with the RAIB's instructions by the Tender Deadline.

Form of Tender

The Tenderer must upload a duly executed Form of Tender (Schedule 5).

* Where the Tenderer is a company, the Form of Tender must be signed by a duly authorised representative of that company.
* Where the Tenderer is a consortium, the Form of Tender must be signed by the lead authorised representative of the consortium and confirm which organisation shall be responsible for the performance of the Contract.
* In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case s/he must have and should state that s/he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership.
* In the case of a sole trader, s/he should sign and give his/her name in full together with the name under which s/he is trading.

Submission of Tenders

Each Tenderer must submit one Tender which fully complies with the instructions in this document including its schedules.

The Tender must operate as a standalone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is, the Tender must be capable of being accepted by the RAIB in its own right.

Contract terms and conditions

The Contract terms and conditions are Department for Transport Purchase Order Terms and Conditions which are attached with one amendment at Schedule 2.

Documents forming the contract

The following documents shall form part of the Contract between the RAIB and the Provider: Draft Order (Schedule 7)

Warnings and disclaimers

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the RAIB (or any other person) to enter into a contractual arrangement.

Confidentiality and Freedom of Information

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.

As a public authority, the RAIB is subject to the provisions of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

Tenderers should be aware that, in compliance with the Government's transparency obligations, the RAIB routinely publishes details of its contract(s) over the value of £10,000, including the contract values, the identities of its suppliers and the full contract.

The RAIB shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA and the EIR as applicable, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party’s commercial interests, and in accordance with the RAIB’s transparency obligations.

In light of the above, Tenderers are responsible for ensuring that any confidential or commercially sensitive information, the disclosure of which would be likely to diminish the Tenderer’s competitive edge, has been clearly identified to the RAIB in the tenderer’s submission.

Any information a Tenderer identifies as being commercially sensitive will be considered by RAIB before any contract information is published or otherwise released, however Tenderers should be aware that RAIB retains ultimate discretion to decide what information it may publish to comply with its transparency and legal requirements under FOIA and the EIR.

Information sharing within Government

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice. For these purposes, the RAIB may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive, such as specific bid information) submitted by the Contractor to the RAIB during this procurement. The information will not be disclosed outside Government. Suppliers taking part in this competition consent to these terms as part of the competition process.

Publicity

No publicity regarding the Goods/Services or the award of any Contract will be permitted unless and until the RAIB has given express written consent to the relevant communication.

Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

* Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
* Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
* Canvass the RAIB or any employees or agents of the RAIB in relation to this procurement.
* Attempt to obtain information from any of the employees or agents of the RAIB or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer (including any proposed sub-contractors or external consultants) and/or the RAIB or any individual or organisation that is part of an RAIB Investigation. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the RAIB.

RAIB's rights

The RAIB reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the RAIB;
* Seek clarification or documents in respect of a Tenderer's submission;
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender or the tender process;
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;
* Choose not to award any Contract as a result of the current procurement process; and

Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

Bid costs

The RAIB will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the RAIB.

1. TENDER RESPONSE AND EVALUATION
   1. **Introduction**

This section provides guidance to Tenderers on how to bid. It provides an overview of what Tenderers must complete and submit as part of their Tender, the Award Criteria and Evaluation Criteria, the methodology which will be adopted by the RAIB to evaluate those Tender responses, and the marking scheme that will apply to each question.

Award Criteria and Evaluation Criteria

Any Contract(s) awarded as a result of this procurement will be awarded on the basis of the following award criteria:

* 70% Quality.
* 30% Financial / Price.

Scores are arrived at following the application of the Tender Evaluation Criteria (Schedule 6)

* 1. **Pricing**

Schedule 3 (Pricing) contains the Pricing Schedule for this procurement. Tenderers must complete and return this, following the instructions contained within this ITT.

Tenderers' responses to the Pricing Schedule will be evaluated in accordance with the process and criteria set out in Schedule 6 (Tender Evaluation Criteria)

Tenderers are strongly advised to read and understand the specific guidance provided in Schedule 3 (Pricing).

Tenderers must upload a completed Pricing Schedule by e-mail to [RAIBFinance@raib.gov.uk](mailto:RAIBFinance@raib.gov.uk)

Tenderers will be marked in accordance with the marking scheme set out at Schedule 6 (Tender Evaluation Criteria)

* 1. **Quality**

Schedule 4 (quality evidence supporting tender) identifies quality-related information required to assist assessment of this procurement.

Tenderers' submissions will be evaluated in accordance with the process and criteria set out in Schedule 6 (Tender Evaluation Criteria)

Tenderers are strongly advised to read and understand the specific guidance provided in Schedule 4 (quality evidence supporting tender) and Schedule 6 (tender evaluation criteria) before completing their tender.

* 1. **Final Score**

After applying the weightings described above, the Price Score will be added to the Quality Score to determine the final score for each Tenderer (“Final Score”).

The Tenderer achieving the highest Final Score will, subject to section 3.6 above, proceed to Contract Award as detailed at section 2.4 above.

1. SUMMARY: DOCUMENTS TO BE SUBMITTED BY TENDERERS

The table below summarises the information that must be included in your tender response.

|  |  |
| --- | --- |
| **Document** | **Instruction** |
| **Tender Response** | **Please see Section 3 – Instructions for Tenderers** |
| **Pricing Schedule (Schedule 3)** | **Enter pricing into a copy of Schedule 3 and include in your tender submission** |
| **Form of Tender (Schedule 5)** | **Complete and include in your tender submission** |
| **Information required under Schedule 4 (Quality)** | **Include in your Main Tender Response** |
| **Any additional information relevant to the tender** | **Include in your tender response** |