

Specialist Tax Advice Services for the Planning Inspectorate

Reference: PINS 17/2/701

20th August 2015

29th October 2014

Invitation to tender for the provision Specialist Tax Advice Services for the Planning Inspectorate

The Planning Inspectorate invites you to submit a tender for Specialist Tax Advice Service requirements.

Your attention is drawn to the invitation to tender (ITT) notices and instructions overleaf. To ensure fairness, all tenderers are required to submit their tenders in accordance with the notices and instructions. Failure to do so could invalidate the tender.

Thank you for taking the time to consider working with the Planning Inspectorate, I look forward to hearing from you and encourage you to ask any questions should you require any clarification once you have reviewed all of the documentation.

Yours sincerely

N Coombs

Natalie Coombs

Senior Commercial Manager

Contents

|  |  |
| --- | --- |
|  | Page |
| 1. Introduction | 3 |
|  | Purpose of this document  | 3 |
|  | Introduction to the Planning Inspectorate | 3 |
| 2. The Requirement | 4 |
|  | Contract duration | 4 |
| 3. Procurement processes and key dates | 5 |
| 4. Evaluation criteria | 6 |
| 5. Other matters | 8 |
|  | Terms and conditions of contract | 8 |
|  | Transparency  | 8 |
|  | Conduct | 8 |
|  | Due diligence | 9 |
|  | Costs and expenses | 9 |
| 6. Meeting the Specification – Responses | 10 |
| 7. Contact at the Planning Inspectorate | 11 |
| Annex A – Conditions of Contract |  |
| Annex B – Specification |  |
|  |  |
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1. Introduction

**Purpose of this document**

This document is the note for tenderers for the procurement of Specialist Tax Advice Services for the Planning Inspectorate.

**Introduction to the Planning Inspectorate**

1. The Planning Inspectorate is an Executive Government Agency in the Department for Communities and Local Government and the Welsh Government. We are responsible for:
* national infrastructure planning, which includes large-scale projects such as harbours, power generating stations (including wind farms) and electricity transmission lines
* planning and enforcement appeals
* examining local plans and community infrastructure levy charging schedules
* listed building consent appeals
* advertisement appeals
* reporting on planning applications that are called in for DCLG’s Secretary of State to decide
* compulsory purchase orders
* rights of way cases
* cases arising from the Environmental Protection and Water Acts, the Transport and Works Act and other Highways Legislation
* applications for awards of costs which may arise from any of the above
1. Our headquarters are in Bristol, where about 500 administrative support staff and senior management are based. We also have a small office in Cathays Park, Cardiff which deals with casework arising in Wales. Administrative staff carry out a wide range of functions such as those relating to all aspects of casework administration (including dealing with the public); providing direct support for Inspectors, formal decision making for some types of casework and ensuring essential organisational support through the provision of Corporate Services such as Finance, Commercial, HR and Information Technology.
2. Appeals are determined and recommendations are made by our home-based workforce which consists of some 350 Planning Inspectors, all of whom are professionally qualified (for example, as town planners, architects, lawyers or engineers). They come into the office infrequently but they are provided with remote access to the Planning Inspectorate’s ICT systems. In addition we contract with approximately 90 Non Salaried Inspectors who provide their own working accommodation, usually at home or some other location.

1. More information about the Planning Inspectorate is available at: <https://www.gov.uk/government/organisations/planning-inspectorate>

2. The Requirement

1. Annex B to this document covers the Inspectorate’s specification for the provision of specialist Tax Advice Services.

## Questions about this requirement

1. Questions should be emailed to procurement@pins.gsi.gov.uk to arrive no later than 5pm on 28th August 2015. The Planning Inspectorate will endeavour to respond within 2 working days.
2. Applicants are advised that the Planning Inspectorate reserves the right not to respond to such enquiries where this would be inappropriate. Any information provided in response to such enquiries will be provided to all potential applicants on the Planning Inspectorate website, where it is judged to be of value to them in preparing their Tenders.

**Contract duration**

1. The contract duration will be from contract award for 1 year with the option for 2 x 1 year periods of extension subject to business need and performance.

3. Procurement Process & Key Dates

1. The table below sets out the procurement process and associated timescales. Please ensure that you read this carefully and note the key dates and action required.

|  |  |
| --- | --- |
| **Activity** | **Key Date\*** |
| **Invitation to tender issued**The tender will be published by the Inspectorate on [Contracts Finder](https://online.contractsfinder.businesslink.gov.uk/). | 20th August 2015 |
| **Final date for submission of questions**Please submit any questions you may have by no later than 5pm on this date to procurement@pins.gsi.gov.uk.Questions and answers will be provided to other tenderers however any such information will be made anonymous before being passed on. The Inspectorate reserves the right to respond to such enquiries where this would be inappropriate.  | 28th August 2015 |
| **Tender submission deadline**Tenders must be submitted as a Microsoft Word or PDF document via email to procurement@pins.gsi.gov.uk. Tenders received after this deadline will not be accepted.Should you encounter any problems please contact Natalie Coombs. | By 12 noon, 10th September 2015 |

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| **Evaluation**The Inspectorate will evaluate all tenders in accordance with the evaluation criteria provided in section 4.Should the Inspectorate have any clarification questions we will be in touch so please be prepared to provide a response as requested. |  14-16th September 2015 |
| **Award of Contract** | 18th September |
| **Kick off meeting** | TBC |

\*These are dates are indicative only, and may be subject to change. The Inspectorate will endeavour to stay as close to this timetable as possible.

4. Evaluation Criteria

1. The Contract shall be awarded to the most economically advantageous tender scored in accordance with the matrix provided below.
2. Marketing and sales brochures will not be evaluated unless specifically referred to by the Tenderer as particular evidence.
3. The total evaluation score will be broken down as follows:
* Quality: 70%
* Price: 30%

**Quality**

1. The Customer will evaluate the quality of all tenders in accordance with the evaluation matrix provided in Table 1 below.
2. Evaluators will independently score quality by rating tenders on a scale of 0-5 for each criterion of the evaluation matrix. Where a criterion has been weighted, the score given will be multiplied by that weighting resulting in a weighted score. The scores will be added together for each Supplier giving a total weighted score.
3. The total weighted score will be divided by the maximum weighted score to produce a final % quality score.

**Price**

1. Tenderers are asked to provide firm prices for the deliverable items in the Cost / Delivery Schedule in Annex A.
2. The pricing evaluation will be calculated as follows:
	1. The total value of the rates proposed for each of the deliverable Items will be scored as a percentage of the score in the pricing criteria. The lowest Value will score the maximum score available (100%)
	2. The lowest final evaluation prices will receive the maximum scores and all other tenders will be reduced by reference to the lowest price using the “Lowest Cost Price Scoring Methodology” set out in Annex B.
	3. The pricing provided by the wining tenderer will be taken across in any agreed contract.
3. For the avoidance of doubt, any tender which is double that of the lowest price tender will receive a zero score for this criterion.

**Total evaluation score**

1. The final quality score will form 70% and the price score will provide 30% of the total evaluation score.
2. The contract will be awarded to the supplier with the highest scored tender.

Table 1



5. Other Matters

**Terms and conditions of contract**

1. The contract will be subject to the terms and conditions included in Annex A to this document.

## Procurement Transparency

1. Tenderers should be aware that, in accordance with the Government’s transparency agenda, the Inspectorate will publish the following information on data.gov.uk:
2. This ITT and all related documentation on the date it is issued to suppliers on the framework. For the avoidance of doubt, this doesn’t mean that suppliers outside of the framework can tender.
3. The resultant contract (except any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act).
4. In addition to the above, the Planning publishes all spend in excess of £250 on a monthly basis and can be viewed on DCLG’s website and data.gov.uk.
5. Further information on the Government’s transparency agenda is available via the ‘Programme for Government’ website: http://programmeforgovernment.hmg.gov.uk

**Security – Basic Checks**

1. It shall be the Tenderer’s responsibility to ensure that, where access to The Planning Inspectorate’s premises or confidential information is necessary, personnel engaged in the performance of this Contract shall have undergone pre-employment checks covering identity, the last three years employment history, nationality and immigration status and criminal record for unspent convictions. Such checks shall meet the requirements of HMG Baseline Personnel Security Standard.
2. The Planning Inspectorate reserves the right, at its sole discretion, to carry out audits and spot checks at any time during the Contract period to satisfy itself that the checks have been carried out.

**Conduct**

1. The tenderer must not communicate to any person the tender price (even approximately) before the date of the contract award other than to obtain, in strict confidence, a quotation for insurance required to submit the tender.
2. The tenderer must not try to obtain any information about any other person’s tender or proposed tender before the date of contract award.
3. The tenderer must not make any arrangements with any other person about whether or not they should tender, or about their tender price.
4. The tenderer must not offer any inducement to any member of the Inspectorate’s staff for doing or refraining from doing any act in relation to the tender.
5. If the tenderer engages in any of the activities set out in this paragraph or if the Inspectorate considers the tenderers behaviour is any way unethical the customer reserves the right to disqualify the tenderer from the procurement.

**Due diligence**

1. While reasonable care has been taken in preparing the information in this ITT and any supporting documents, the information within the documents does not purport to be exhaustive nor has it been independently verified.
2. Neither the Inspectorate nor its representatives, employees, agents or advisors:
	* 1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT and supporting documents; or
		2. accepts any responsibility for the adequacy, accuracy or completeness of the information contained in the ITT and supporting documents nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
3. It is the tenderer’s sole responsibility to undertake such investigations and take such advice (including professional advice) as it considers appropriate in order to make decisions regarding the content of its tenders and in order to verify any information provided to it during the procurement process and to query any ambiguity, whether actual or potential.

**Costs and Expenses**

1. You will not be entitled to claim from the Inspectorate any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

6. Meeting the Specification - Responses

1. The Tenderer shall submit a proposal describing how they will meet each element of the requirements set out in the Specification at Annex B.

**Contents of your tender**

1. As a minimum your tender should include the following information:
* Unqualified acceptance of the contract terms and conditions
* Details of your organisation including information showing how your organisation is well placed to provide the services required
* Contact name, telephone number and e-mail address
* Proposal of how the requirements will be met, including availability of key members of the team throughout the Contract
* Completion of the pricing schedules provided in Annex A
* Details of any proposed Partners and/or Sub-contractors and a description of how any Partnership/Sub-contracting arrangement between contractors will operate. For the avoidance of doubt the selected Tenderer will be the Prime Contractor responsible for service delivery under the Contract;

**Where to send your tender**

1. Tenders must be submitted by email to procurement@pins.gsi.gov.uk to arrive no later than **12 noon on 10th September 2015**. Tenders received after this deadline will not be accepted.

7. Contact at the Planning Inspectorate

1. Julie Oakes, Commercial Manager at the Inspectorate, is the manager of this procurement and she can be reached via the following contact details:

E-mail: julie.oakes@pins.gsi.gov.uk

Telephone: 0303 444 5459

Address: 4/03 Kite Wing, Temple Quay House,

2 The Square, Temple Quay, Bristol, BS1 6PN