

# **European Social Fund 2014-2020**

**Invitation to Tender**

**Instructions to Bidders**

**Enterprise M3  
Local Enterprise Partnership Area**

**18 April 2019**

**Version 1.0**

**ESF 2014-20 – Enterprise M3 LEP**  
**Instruction to Bidders**

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**Glossary of Terms**

<b>2015 Regulations</b>	means the Public Contracts Regulations 2015; <a href="http://www.legislation.gov.uk/ukxi/2015/102/contents/made">http://www.legislation.gov.uk/ukxi/2015/102/contents/made</a> ;
<b>Associated Documents</b>	means, in addition to these Instructions to Bidders, any other documents or information which the Authority may from time to time provide or make available in connection with the Procurement Process;
<b>Authority or DWP</b>	means the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions;
<b>Bid</b>	An Bidder's response to the ITT;
<b>Bidder</b>	means any person (including any corporate entity or other organisation) who has been invited by the Authority to submit a bid in response to the ESF ITT;
<b>Bidder's Team</b>	Means in the case of any prime contractor/Sub-contractor structures, the Bidder and each of the relevant members or Sub-contractors; and any officers, employees, agents or advisors of the Bidder and/or (if applicable) of any relevant Sub-contractors;
<b>CCR</b>	Contract Cost Register;
<b>Compliance</b>	Compliance checks will be undertaken to ensure that all information requested has been received. Bids may be rejected if DWP in its absolute discretion determines that all the information requested is not included;
<b>Contracting Bodies</b>	means the Authority and any other contracting body described in the OJEU Notice i.e. Department for Work and Pensions;
<b>Contracts Finder</b>	means the UK database of advertisements and award notices maintained by the Crown Commercial Service, to be used by contracting authorities to comply with the advertising and notification obligations of Part 4 of the 2015 Regulations;
<b>EIR</b>	means the Environmental Information Regulations 2004;
<b>ESF Competition</b>	The competitive procedure run by DWP to award ESF Contracts to successful Bidders using the UAEHRS framework;
<b>ESF Contract</b>	A contract awarded by DWP through the ESF Competition;
<b>ESF Provider</b>	A successful Bidder with whom DWP enters into a ESF Contract;
<b>FOI</b>	means the Freedom of Information Act 2000;
<b>Government</b>	means the Authority and shall include HM Treasury, the Cabinet Office or any other department, office or agency of the Crown);

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<b>Group</b>	In relation to a company, Group means that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company;
<b>Instructions to Bidders</b>	means these instructions to Bidders, which form part of the ITT;
<b>ITT</b>	The suite of documents issued by DWP through the Bravo procurement portal which form the invitation to participate in a mini competition for the award of a Call-Off Contract for the provision of ESF services to DWP;
<b>Milestone</b>	means a significant stage or event in the Implementation Plan;
<b>Procurement Portal</b>	means the DWP e-Procurement Solution (Procurement) portal used by the Authority for the purposes of administering the Procurement Process electronically, which is currently supplied by BravoSolution (now owned by Jaggaer); <a href="https://dwp.bravosolution.co.uk/web/login.shtml">https://dwp.bravosolution.co.uk/web/login.shtml</a>
<b>Specification</b>	The Call-Off Specification for ESF issued by DWP as part of the ITT;
<b>Self-Cleaning</b>	Bidders can provide evidence of self-cleaning measures where a supplier confirms that a ground for exclusion applies and that they have taken self-cleaning measure. Self-cleaning allows Bidders to demonstrate that they are still suitable to participate in a procurement process despite the fact that grounds for exclusion exist. The rules on self-cleaning are set out in Regulation 57(13) to (17). The rules set out steps to be taken when the possibility of self-cleaning arises;
<b>Special Purpose Vehicle</b>	means a new incorporated body established solely to complete the ESF Invitation to Tender;
<b>Tender</b>	An Bidder's response to the ITT;

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**1. General Information**

**1.1 These Instructions to Bidders:**

- 1.1.1 invite Bidders to submit their Bids in accordance with the instructions set out in these Instructions to Bidders;
- 1.1.2 set out the overall timetable and process for the procurement;
- 1.1.3 provide Bidders with sufficient information to enable them to submit a compliant Bid;
- 1.1.4 explain the administrative arrangements for the receipt of Bids; and
- 1.1.5 set out the Award Criteria and Bid evaluation model that will be used to evaluate the Bids.

**1.2 Unless the context otherwise requires, capitalised expressions used in these Instructions to Bidders have the meanings set out in the "Glossary of Terms" at the start of these Instructions to Bidders.**

**Requirements Overview**

- 1.3 The Procurement Process relates to the proposed Contract for provision of the Services.
- 1.4 This Procurement Process is being conducted by way of a Call-off from the Umbrella Agreement for Employment and Health Related Services.
- 1.5 The Authority currently anticipates awarding a Contract for the Services for an initial period of three (3) years with an option for the Authority to extend the Contract for a further period of up to two (2) years i.e. up to a total Contract period of five (5) years overall unless terminated earlier in accordance with the provisions of the Contract.

**Key Dates**

- 1.6 The key dates for this Procurement Process are currently anticipated to be as follows:

Activity	Date
Publication of the ITT to all Bidders	18-Apr-2019
Q&A - Set up and run an online/electronic Q&A facility	18-Apr-2019
Final date for Q&A from Bidders	17 May 2019
Submission Deadline for return of Bids	24-May-2019 10am
Evaluate Bids	28-May-2019 to 07-Jun-2019
Procurement and Commercial Board/Independent Approval	17-Jul-2019 to 19-Jul-2019
Intention to Award notification issued to successful	05-Aug-2019

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Activity	Date
and unsuccessful Bidders	
Standstill period and feedback to both successful and unsuccessful Bidders	05-Aug-19 to 16-Aug-19
Sign Contract	19-Aug-2019 to 23-Aug-2019
Service Start Date	07-Oct-2019

- 1.7 Whilst the Authority does not intend to depart from the timetable above, it reserves the right to do so at any stage.

**Deadline for receipt of Bids**

- 1.8 Bidders must submit their Bids in the manner prescribed in these Instructions to Bidders no later than the Submission Deadline.
- 1.9 Any Bid received after the Submission Deadline or by any method other than via the Portal will not be considered. The Authority may at its discretion extend the Submission Deadline and in such circumstances the Authority will notify all Bidders of any such change.
- 1.10 By issuing the ITT the Authority is not bound in any way and does not have to accept any Bid and may cancel the Procurement Process at any time at its discretion.

**Contract Award**

- 1.11 Once the Authority has reached a decision in respect of a Contract award, it will notify all Bidders of that decision and hold a Standstill Period.
- 1.12 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the Standstill Period concluded, no Contract will be entered into.

**2. Administration of the Procurement Process**

- 2.1 The Authority will be administering the Procurement Process electronically via the Procurement Portal. No hard copy documents will be issued and all communications with the Authority must be conducted via the Portal.
- 2.2 To ensure all the communications relating to the Procurement Process are received, the Bidder must ensure that the point of contact it nominates and specifies in the Procurement Portal is accurate at all times.
- 2.3 Support is available to help Bidders to understand and use the Portal or query any issues with the Portal as follows:
- Freephone helpdesk (0800 069 8630), available Monday-Friday 8am to 6pm (UK time in English language only); or
  - By emailing: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk); and

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- Help guides available within the Procurement Portal.

2.4 Bidders must ensure that their registration on the Procurement Portal directly relates to the part of the Bidder organisation that submits the Bid (some larger suppliers may have several subsidiaries so registration needs to apply to that part of organisation responsible for the Bid). The entity tendering for the Contract must be the party that will enter into the Contract if appointed as the Successful Supplier.

#### **Inputting information on the Portal**

2.5 Bidders may use the online 'Help for Suppliers' function on the Procurement Portal. The content is designed to explain the Procurement Portal in business terms, allowing Bidders to quickly understand the features and benefits of the software. The 'Help for Suppliers' function content is presented by software module, and divided into process activities, for example, ITTs and e-Auctions.

2.6 If Bidders have any software queries refer to the 'Help for Suppliers' function in the first instance. If there is still an issue, Bidders should email or telephone the Procurement Portal helpdesk using the details in paragraph 2.3 with a Bid reference, a clear description of the problem and contact details (ensure that plenty of time is allowed for issues to be resolved prior to any deadlines including the Submission Deadline).

2.7 Bidders should save progress regularly when using the Procurement Portal. For security reasons access to the Procurement Portal will 'time out' if inactive (i.e. if you do not click 'save') for fifteen (15) minutes or more. Failure to save regularly risks losing your work. This is part of strict government requirements to maintain security and Bid integrity and cannot be changed. Note that typing does not mean you are active on the Procurement Portal.

2.8 Please ensure that 'pop ups' are not blocked on your browser. Should you be inactive for fifteen (15) minutes, the Procurement Portal will notify you through a 'pop up'. It is vital that that you are able to see this pop up in order to click the 'Refresh' link in this 'pop up' so you are not disconnected from the Procurement Portal and lose any unsaved information.

2.9 Do not leave your response until the last minutes/hours before the Submission Deadline. If you experience connection problems, you may miss the Submission Deadline. Late Bids will not be accepted. It will not be possible to upload any further information after the Submission Deadline. IT problems within Bidders' systems will not be considered reasonable grounds for late submission of Bids.

2.10 Please ensure that you submit your response when completed using the 'submit response' button on the Procurement Portal. Failure to do this will result in your Bid not being visible to the Authority.

2.11 If the Authority makes any changes to the settings and questions area of a live/running Bid, Bidders must re-publish their response on the Procurement Portal. This is to ensure that changes are brought to the attention of Bidders. You may receive a message prompt from the Authority. Generally, this will not mean re-entering information but you should not rely on this as it is each Bidders responsibility to ensure that responses to each question are uploaded correctly.



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- 2.12 Do not use the 'Back' or 'Forward' buttons on your browser, you could potentially lose your work. Please use the links on the Procurement Portal to navigate through the Bid.
- 2.13 To understand icons, use your mouse to 'hover' over the icon and view the 'ToolTip'. Note that Numeric fields will not accept text, spaces, symbols etc. Note the red asterisk indicates a mandatory field. This must be completed in order for Bidders to submit their response to the Authority.
- 2.14 Bidders that are delegating their response for colleagues to complete should ensure that their colleagues are aware of this information and also the Instructions to Bidders and should be IT literate.
- 2.15 Bidders should treat Procurement Portal logins securely. If you believe that you have lost your password, please log onto the website and click onto "Forgotten your password?" and follow the instructions.
- 2.16 The Qualification Envelope holds information provided when the Bidder registers on the Procurement Portal. The answers provided in that profile will automatically be used to pre-populate some parts of the Qualification Envelope. Bidders should check this information and have the opportunity to update these answers (as appropriate) and the new information will be saved against the organisation profile.

### **3. Bid Submission Process**

#### **Background**

- 3.1 The Procurement Portal relies on the completion of three (3) envelopes which will contain all of the information the Authority requires to enable full evaluation to take place. All information should be uploaded as per instructions into the relevant envelopes on the Procurement Portal:
- Qualification Envelope – Is used for gathering information to qualify Bidders for further evaluation
  - Technical Envelope – Is used for gathering information to allow for full evaluation of the technical side of the proposal
  - Commercial Envelope – Is used to gather the Pricing Proposal

#### **Bid Completion**

- 3.2 The Instructions to Bidders have been specifically designed to be compatible with the Authority's e-tendering and e-evaluation requirements and must not, under any circumstances, be altered by Bidders.
- 3.3 Bidders must adhere to the following requirements and all other instructions specified in these Instructions to Bidders when submitting their Bids:
- 3.3.1 Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced, if necessary;

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- 3.3.2 The Bid must be in English;
- 3.3.3 Each Bid must be uniquely named or referenced.
- 3.3.4 The Bid must be fully cross-referenced and include a table of contents;
- 3.3.5 The Bid must include a list of all supporting material;
- 3.3.6 Electronic copies of the Bid shall be in Microsoft Word or MS Excel format. Files submitted in Microsoft Project format and PDF will not be accepted;
- 3.3.7 Bidders should use Arial 12 font type and size and text must be in black typeface;
- 3.3.8 Bidders must answer all questions/provide all other responses using the relevant templates provided, presenting them in the same sequence and using the same references;
- 3.3.9 All answers must be self-contained with no cross-referencing. Responses to individual parts of the Technical Envelope are likely to be evaluated by different teams of evaluators and so each of these responses must be capable of evaluation on a stand-alone basis rather than cross referring to other responses;

3.4 Bidders should:

- Submit their response to each question in an Attachment to the question in the Procurement Portal within the page count;
- The page count shall begin from the start the second page of each question response template. The maximum page count for each question is specified at Annex 2;
- Any text which exceeds the page limit specified shall be disregarded in evaluating the response;
- If Bidders wish to include diagrams, charts or other graphic representations they should do so in the Attachment but will be included in the page count;
- It will be the Attachment only that will be used to evaluate Bid responses against each question; unless an 'additional document' has been specifically requested within the question by the Authority. For the avoidance of doubt the page count limit shall not apply to the 'additional documents' requested.

3.5 The Bid must be clear, concise and complete. The Authority reserves the right to award a lower mark to a Bidder or exclude the Bidder from the Procurement Process (as appropriate) if their Bid is ambiguous. Bidders should submit only such information as is necessary to respond effectively to these Instructions to Bidders. Unless specifically requested, do not include extraneous presentation materials.

3.6 Bids will be evaluated on the basis of information submitted by the Submission Deadline specified. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves

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the right to request the Bidder to submit, supplement, clarify or complete the information or documentation. This right to request clarification is without prejudice to the Authority's rights to reject a Bid under paragraph 3.33 or otherwise in these Instructions to Bidders;

- 3.7 The Bid must be submitted by a duly authorised representative of the Bidder;
- 3.8 All acronyms and abbreviations, if used, must be fully explained;
- 3.9 While the Procurement Portal allows for large individual attachment sizes (max 50mb at a time), we recommend that you keep 'Attachments' to a manageable size to ensure ease & speed of access. Please note that the Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. For this reason, it is recommended that Bidders should ensure files are well below the maximum stated and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the Submission Deadline. Only attach documents that the Authority has permitted and make sure that you attach them in the correct area;
- 3.10 Where a YES, NO or Not Applicable response is required, please click the appropriate YES, NO or Not Applicable statement on the drop down options bar;
- 3.11 Where any questionnaire or template response documents are in the form of an Excel or similar spreadsheet, Bidders should note that certain text (e.g. giving instructions or guidance on completion) within cells may not be visible without opening up the relevant cells. Bidders are responsible for ensuring they have checked each cell as necessary to identify the full text contained in that cell;
- 3.12 Bidders must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which responses are required.

**Additional Documents**

- 3.13 No additional documentation should be submitted with a Bid unless specifically requested by the Authority in these Instructions to Bidders. Where additional materials or documents are permitted by the Authority within a question and clearly marked at specific question level as the additional document such documents shall not count towards the word count e.g. Draft Implementation Plan (paragraph 3.36).
- 3.14 Any additional documents requested by the Authority must be clearly referenced within the body of the Bid using a unique, un-ambiguous and relevant file name.
- 3.15 Information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.
- 3.16 The Bid should not contain any inserted, pasted or embedded pictures or documents (image files, Adobe Acrobat documents or other word documents) unless specifically requested by the Authority.

**Variant Bids**

- 3.17 As indicated in the Contract Notice, the Authority will not accept any Variant Bids. All Bids must be submitted strictly on the basis set out in these Instructions to Bidders.

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**Clarifications by Bidders**

- 3.18 Bidders will have the opportunity to raise clarification questions about these Instructions to Bidders and the Procurement Process generally from the date the ITT is published to the deadline for submitting clarification requests specified in the procurement timetable set out at paragraph 1.6 of these Instructions to Bidders. All clarification questions raised must be submitted via the Portal's messaging service.
- 3.19 A "Question and Answer" (Q&A) log will be published on the Portal and updated regularly. It will be the responsibility of each Bidder to monitor the Portal for the latest activity.
- 3.20 The final date for the submission of clarification questions along with the date of the publication of the final clarification Q&A log on the Procurement Portal is shown in the procurement timetable set out at paragraph 1.6 of these Instructions to Bidders.
- 3.21 Subject always to the Authority's obligations under FOIA, EIR and/or any other legal requirement, if a clarification question is deemed by a Bidder to be commercially confidential, then the Bidder should clearly indicate as part of the question that it believes this is the case. The Authority will consider the reasoning given by the Bidder and may exercise its discretion to keep such information confidential when handling the question. However, the final decision regarding disclosure is for the Authority to make at its sole discretion.
- 3.22 Questions not deemed to be commercially confidential will be considered by the Authority to be of significance to all Bidders. If the Authority intends to follow this course of action in respect of a question which the Bidder has indicated contains commercially confidential information it will inform the Bidder who raised the question before sharing the question with all Bidders to provide an opportunity for the question to be withdrawn by that Bidder. Subject to this, all questions and answers will be made anonymous and made available to all Bidders via the Procurement Portal.

**Clarifications by the Authority**

- 3.23 The Authority may need to clarify details of a Bid and in those instances the Authority will send any questions using the Procurement Portal to the named representative of the Bidder that is registered on the Procurement Portal, who should arrange for a reply to be provided by the stipulated clarification response deadline.
- 3.24 The Authority may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

**Modification and Withdrawal of Bids**

- 3.25 Except as set out in this paragraph 3.25, no Bid may be modified after the Submission Deadline. Revised Bids may be submitted up until the Submission Deadline, provided such intention is notified to the Authority using the Procurement Portal. Bidders must ensure they have only submitted a single response through the Procurement Portal as their Bid for evaluation.
- 3.26 Bids may be withdrawn at any time before the Submission Deadline but should a Bidder choose to withdraw their Bid, they should alert the Authority promptly and return to the Authority all copies of the documentation issued to them by the Authority

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or downloaded from the Procurement Portal. It would be helpful if the Bidder could provide their reasoning for withdrawing from the Procurement Process.

**Change in Circumstances**

- 3.27 Each Bidder is required to notify the Authority of the occurrence of any of the events listed below (each a "Change in Circumstance") immediately upon becoming aware of any such event. A "Change in Circumstance" means the occurrence of any of the following:
- 3.28 any change, or anticipated change, to the information provided to the Authority in respect of the Bidder and/or any member of the Bidder's Team, including (but not limited to) any change to:
- 3.28.1 the identity, control or financial standing of the Bidder and/or any member of the Bidder's Team; or
  - 3.28.2 the structure of any sub-contractor arrangements or any other aspect of the relationship, or proposed relationship, between the Bidder and any member(s) of the Bidder's Team; or
  - 3.28.3 any other change, or anticipated change, to the circumstances of the Bidder and/or any members of the Bidder's Team, or the basis of its Bid, which may be expected to influence the Authority's decision on the suitability of that Bidder and/or any relevant member of the Bidder's Team to provide the Services.
- 3.29 Any such notification shall provide full details of the actual or anticipated Change in Circumstance.
- 3.30 The Authority reserves the right following a Change in Circumstance to either exclude the relevant Bidder from further participation in the Procurement Process, or impose such conditions on the Bidder's continued participation as the Authority considers appropriate, depending on the nature of the Change of Circumstances.

**Initial Bid Validity Period**

- 3.31 All Bids must remain valid and capable of acceptance by the Authority for one hundred and eighty days (180) days from the Submission Deadline.

**Authority's Rights**

- 3.32 Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner and in addition to the Authority's rights specified in these Instructions to Bidders, the Authority reserves the right to:
- 3.32.1 waive or change the requirements of these Instructions to Bidders at any time prior to the Submission Deadline. Any such amendment will be numbered, dated and issued by the Authority via the Procurement Portal. Where amendments are significant, the Authority may at its discretion extend the Submission Deadline and if so, will communicate details of any such extension via the Procurement Portal;

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- 3.32.2 seek clarification or documents in respect of a Bid in accordance with paragraph 3.23 of these Instructions to Bidders;
  - 3.32.3 withdraw these Instructions to Bidders at any time, or re-invite Bids on the same or any alternative basis;
  - 3.32.4 choose not to award any contract as a result of the Procurement Process; or
  - 3.32.5 make whatever changes it sees fit to the timetable, structure or content of the Procurement Process.
- 3.33 The Authority will reject a Bid and/or exclude a Bidder and/or one or more members of the Bidder's Team from further participation in the Procurement Process (except in connection with paragraph 3.33.2 where there has been adequate self-cleaning as determined by the Authority) where:
- 3.33.1 a Bid is submitted late, is incomplete, is submitted other than via the Procurement Portal or otherwise fails to meet any of the Authority's submission requirements/instructions which have been notified to Bidder, including those set out in these Instructions to Bidders;
  - 3.33.2 the Bidder and/or any relevant members of the Bidder's Team are unable to satisfy the terms of Article 57 of Directive 2014/24/EU and/or Regulation 57 of the 2015 Regulations at any stage during the Procurement Process. Bidders should note that, in accordance with Regulation 57 of the 2015 Regulations, the Authority may take account of information in the public domain in addition to information provided in the Bid. The Authority will contact the Bidder to clarify such information in the first instance;
  - 3.33.3 the Bidder and/or any relevant members of the Bidder's Team are guilty of material misrepresentation or false statement in relation to any Bid and/or the Procurement Process; and/or
  - 3.33.4 the Authority has a right under any other provision in the ITT and/or under a legal requirement including the 2015 Regulations to reject a Bid and/or exclude the Bidder and/or one or more members of the Bidder's Team from further participation in the Procurement Process.

**Bid Costs**

- 3.34 The Authority will not be liable for any costs or expenses incurred by any Bidder or the Bidder's Team or any other person in connection with the Procurement Process, including (but not limited to) the submission of Bids, nor will the Authority or any of its officers, ministers, employees, agents or advisors will be liable in any way to any Bidder, any member of the Bidder's Team or any other person for any costs, expenses or losses incurred by any Bidder, any member of the Bidder's Team or any other person in connection with this Procurement Process, including (but not limited to) where the Procurement Process is cancelled or amended or the Authority otherwise decides not to award a Contract pursuant to the Procurement Process.

**Licensing and Registration**

- 3.35 The Authority requires Bidders to indicate if licensing and registration is required for

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your business in order to provide the Services and, if so, whether your organisation holds the required licensing and registration. The Authority must be satisfied that Bidder has the required licenses and registration to meet the requirement otherwise the Bid will be rejected.

### **The Implementation Phase / Implementation Plan**

- 3.36 Bidders are required to submit an Implementation Plan as part of their Bid, which for the purposes of these Instructions to Bidders shall be known as an 'additional document'. The Implementation Plan will be the document setting out a number of important activities including (without limitation):

3.36.1 the timetable for delivering activities in the Implementation Phase;

3.36.2 identifying dates for key deliverables (if applicable); and

3.36.3 dates for completion of Milestones.

### **Terms and conditions**

- 3.37 The Contract will be based on the UAEHRS Call-Off Terms and Conditions, as supplemented, amended and refined by the Authority. It is vital that Bidders review these carefully, to take account of all information including, amongst other obligations, Minimum Performance Levels, Customer Service Standards, security and data protection requirements, and the Merlin Standard. The Bid must fully take account of the obligations under the Contract. By submitting a Bid, Bidders are agreeing to be bound by the Contract without negotiation or amendment.

### **Merlin Standard**

- 3.38 Bidders need to be aware that they must attain the Merlin Standard, if not already held, where they have a supply chain within their delivery model for this Contract. Bidders will be assessed against the Merlin Standard by a third party organisation during the first year of the Contract commencement date and they must achieve Merlin Standard accreditation within one (1) year of the Contract commencement date and every two (2) years thereafter.
- 3.39 For further information on the Merlin Standard, please see:

<http://merlinstandard.co.uk/>

### **Draft Security Plan**

- 3.40 The Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in Government contracts. Information must be protected, together with systems, equipment and processes which support its use. The Successful Supplier will be required to provide an appropriate level of security.
- 3.41 Bidders are required to submit a draft security plan using the template on the Portal, detailing how they will comply with the DWP Security Policy for Contractors, which includes compliance with ISO/IEC27001 and Cyber Essentials Scheme. A copy of this policy document including guidance can be found on:

['Gov UK - Other DWP procurement and policy documents'](#)

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- 3.42 The DWP Contract also contains security related provisions. A full security plan will be due twenty (20) days from the commencement date of the Contract.

**Baseline Security Standards**

- 3.43 Where the Successful Supplier's personnel including employees, Sub-contractors and agents are to be given access to Authority's Data (as defined in the Contract), the attention of Bidders is drawn to their contractual obligations. Full details of the actions required to comply with the above procedures, can be found in the following guidance and a PDF version of this document can be viewed on gov.uk:

['HMG Baseline Personnel Security Standard – A Guide for DWP Contractors'](#).

- 3.44 Bidders are expected to meet the costs associated with any security checks required in relation to their participation in the Procurement Process.
- 3.45 The Authority's preference is that offshoring of data in relation to the Contract is avoided, where possible, as this will require additional measures in terms of data security obligations for each of the parties under the Contract.
- 3.46 In accordance with the Authority's offshoring policy, a copy of which can be found using the link specified in paragraph 3.48, prior written consent from the Authority must be sought where Bidders (and/or their Sub-contractors) are proposing to host or access the Authority's systems, services or official information outside of the United Kingdom, or to bring foreign nationals to the United Kingdom to provide services in delivery of the Contract.
- 3.47 Any offshoring of data shall be subject to a risk assessment by the Authority's Enterprise Security Risk Management (ESRM) Team prior to any written consent under paragraph 3.48 being provided by the Authority.
- 3.48 Bidders must be aware of this and must complete the DWP Offshore Proposal Questionnaire on the Portal and submit it together with their Bid for approval by the Authority. Where the Authority gives consent, the Bidder shall comply with any reasonable instructions notified to it by the Authority in relation to the Authority Data in question. More information can also be found in the following document and the obligations relating to offshoring can be found in the terms and conditions:

["Offshoring Policy for DWP Contractors"](#)

**Parent Company Guarantee (PCG)**

- 3.49 If the Bidder has a parent company and is found to be successful in tendering for the Contract, the Authority will require a signed Parent Company Guarantee ("PCG") to be in place prior to any Contract being entered into.
- 3.50 The PCG is not negotiable however there may be exceptional circumstances where the wording needs to be amended or an equivalent deed of guarantee supplied. These may include, for example, Special Purpose Vehicles (SPVs), and organisations that have parent companies based abroad.
- 3.51 If the parent company is a charity, the Authority may require a guarantee and would need to understand whether there is anything in the provisions of the charity's



constitution that prevents the charity from being able to offer a PCG. In these circumstances the Authority may require an alternative guarantee.

### **Transfer of Undertakings (Protection of Employment) Regulations (TUPE)**

- 3.52 Your attention is drawn to the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended (“TUPE Regulations”). It is the Authority's view that TUPE is unlikely to be applicable if the Procurement Process results in a Contract being entered into in respect of the Services. Nevertheless, it is the responsibility of each Bidder to consider whether or not TUPE applies in the individual circumstances of its own Bid.
- 3.53 If you have a contrary view to that of the Authority on the applicability of TUPE, it would be helpful if you would advise the Authority using the template on the Portal and submit your response via the Portal's messaging system giving the reasons no later than one (1) week prior to the Submission Deadline.

#### *Transferring employees*

- 3.54 Bidders' attention is drawn to the staff transfer provisions set out in the terms and conditions at clause B14.
- 3.55 The Authority does not anticipate that any staff are likely to transfer to the Successful Supplier under the Contract.

## **4. General Notices/Requirements**

### **Warnings and disclaimers**

- 4.1 While the information contained in these Instructions to Bidders is believed to be correct at the time of issue, neither the Authority, its advisors will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given (including, but not limited to, loss or damage arising as a result of reliance placed by the Bidder and/or any member of the Bidder's Team on any such information).
- 4.2 This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, the ITT and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 4.3 If a Bidder proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions, subject to the limitations and restrictions specified in it.
- 4.4 Neither the issue of the ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

### **Information provided by the Authority**

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- 4.5 Information relevant to the Procurement Process will be made available to all Bidders simultaneously on the Procurement Portal. Amongst other information, the information on the Portal will include the Authority's policies and any other relevant information, which will be updated over the course of the Procurement Process. The relevant contact for each Bidder will be notified when the Procurement Portal is updated, however, it is the responsibility of each Bidder to regularly check the Procurement Portal and use the information as the Bidder considers appropriate in the development of its Bid.

**Freedom of Information (FOI)**

- 4.6 All information relating to any Bidder, any member of the Bidder's Team and/or any Bid which is submitted to the Authority and/or any information relating to any contract to which the Authority is party, including information arising under the Contract or about its performance, may be accessible under the FOIA or the EIR. The Authority is under a legal obligation to disclose such information if requested, unless an exemption under the relevant legislation applies. The Authority may also be required to disclose requirements under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction and/or paragraph 4.13 to paragraph 4.20 and/or paragraph 4.21 to paragraph 4.23 of these Instructions to Bidders.
- 4.7 Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle, the Authority will seek to prevent, or restrict the scope of confidentiality obligations sought to be imposed upon it other than in accordance with the FOIA or EIR. As such the Authority reserves the right not to accept, in whole or in part, receipt of any information marked as confidential or sensitive or to require further explanation of the reasons why the Bidder considers confidentiality obligations to be appropriate in a particular case.
- 4.8 Any Bidder must, as part of this Procurement Process, identify to the Authority information which it submits, which it regards as being potentially exempt from disclosure by the Authority under the FOIA or EIR. Such identification may be either specific or by class. The Bidder must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each.
- 4.9 The Bidder should also indicate whether it considers that the potential exemption from disclosure applies only for the duration of the Procurement Process or whether the potential exemption would continue after the conclusion of the Procurement Process. Bidders should provide these details using the Commercially Sensitive Information template on the Portal.
- 4.10 Where a Bidder has indicated that information should be exempted from disclosure, the Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.
- 4.11 The Authority may, in its absolute discretion, consult with the Bidder before making a decision on a request for information and in relation to any redactions to the Contract but the Authority's decision in relation to redactions to be made and any the interpretation of any exemptions shall be final in its absolute discretion. The Authority shall not be liable for any loss, damage, harm or other detriment however

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caused arising from any disclosure of information under FOIA or EIR or any other legal requirement.

- 4.12 Subject to the application of any exemptions from disclosure under the FOIA or EIR (as appropriate) and redactions due to confidentiality as determined by the Authority, notwithstanding any other term of the Contract, each Bidder that is appointed as the Successful Supplier of the Services hereby gives its consent for the Authority to publish the Contract to the general public in its entirety, including from time to time agreed changes to the Contract. The relevant Bidder shall assist and cooperate with the Authority to enable the Authority to publish the Contract.

**Confidentiality**

- 4.13 Subject to the exceptions referred to in paragraph 4.15, the ITT is made available to Bidders on condition that each Bidder:
- 4.13.1 shall at all times treat the ITT as confidential;
  - 4.13.2 subject to paragraph 4.15, shall not disclose, copy, reproduce, distribute or pass the ITT to any other person at any time or allow any of these things to happen;
  - 4.13.3 shall not use the ITT for any purpose other than for the purposes of preparing for, and engaging in the Procurement Process and submitting (or deciding whether to submit) a Bid;
  - 4.13.4 shall comply with the provisions of this paragraph 4.13 to paragraph 4.20 (which contains restrictions on activity relating to publicity within any section of the media); and
  - 4.13.5 shall procure that each of the members of the Bidder's Team who receives any of the Information is made aware of, and complies with the provisions of, this paragraph 4.13 as if it were a Bidder.
- 4.14 Any Bidder who, in the Authority's opinion, breaches any of the requirements of paragraph 4.13 above may, at the Authority's sole discretion, be disqualified from further participation in the Procurement Process (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract).
- 4.15 Bidders may disclose, distribute or pass the ITT to another person if either:
- 4.15.1 this is necessary and done for the sole purpose of enabling a Bid to be submitted and the person receiving the ITT undertakes in writing to keep the ITT confidential on the same terms as set out in this paragraph 4.13 to paragraph 4.20 of the ITT; or
  - 4.15.2 the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of the ITT.
- 4.16 By participating in this Procurement Process, Bidders understand and agree, and shall procure that all others whose information is supplied to support their Bids agree, that the Authority is permitted to disclose all information submitted to it to the United

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Kingdom Parliament or any other contracting authority (as defined in the 2015 Regulations), office or agency of Her Majesty's Government in the United Kingdom and their officers, ministers, servants, agents and advisers. In addition, Bidders' attention is drawn to paragraph 4.17 below.

- 4.17 Information supplied by the Bidder to the Authority will similarly be treated in confidence except:
- 4.17.1 for the disclosure of such information with regard to the outcome of the Procurement Process as may be required to be published in the Official Journal of the European Union in accordance with EU Directives or elsewhere in accordance with the requirements of Government policy on the disclosure of information relating to Government contracts;
  - 4.17.2 that as part of the debriefing process we will inform any eliminated Bidder, who has made an admissible Bid, of the characteristics and relative advantages of the successful Bid(s), as well as, where appropriate, the qualitative evaluation score(s) achieved by and name(s) of the Successful Supplier(s);
  - 4.17.3 in pursuance of the Authority's statutory obligations under the FOI as specified in this paragraph 4.13 to paragraph 4.20, the EIR, any other legal requirement or the UK Government's requirements on transparency. Even where it is indicated that information supplied is commercially sensitive the Authority may be required to disclose it. Material marked 'confidential' or similar does not mean the Authority accepts any duty of confidence;
  - 4.17.4 as specified in paragraph 4.6 to paragraph 4.12 (FOI), paragraph 4.13 to paragraph 4.20 (Confidentiality) and paragraph 4.23; and
  - 4.17.5 references may be sought from banks, existing or past clients, or other referees submitted by the Bidder. The Authority confirms that it will keep confidential any information obtained from referees other than to Crown Commercial Service and/or "Contracting Authorities" as defined in the 2015 Regulations.
- 4.18 The Authority is subject to general control and reporting within Government and reports to the Cabinet Office and HM Treasury for all expenditure. 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.
- 4.19 For the purposes mentioned in paragraph 4.18 above, the Authority may disclose within Government any of the Bidder's documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive, such as specific Bid information) submitted by the Bidder to the Authority during this Procurement Process.
- 4.20 The Contractor will be expected to comply with the General Data Protection Regulations ("GDPR") from 25 May 2018. The obligations are specified in the terms and conditions, which includes amongst other obligations an obligation to comply with Data Protection Legislation ('Data Protection Legislation' has the meaning given in the terms and conditions) and ensuring that data and consent to data processing

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collected before that date is brought into line with the requirements under GDPR. Contractors should therefore prepare their Bid on the basis of GDPR applying to the Contract.

### **Publicity**

- 4.21 No publicity regarding the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Bid, its contents or any proposals relating to it without the prior written consent of the Authority.
- 4.22 In paragraph 4.21, the word "media" shall include (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.
- 4.23 In accordance with the 2015 Regulations and the Government's policy on transparency, Bidders should be aware that the Authority intends to make the ITT and details of any subsequent Contract publicly available, by publication on the Government's Contracts Finder portal irrespective of whether or not publication of a Contract Award Notice in OJEU is required, details of all contracts awarded with a value greater than £10,000 will be published on the Contracts Finder website. Details will be published after twenty (20) days following the end of the Standstill Period.

### **Canvassing**

- 4.24 Any Bidder or member of the Bidder's Team who, in connection with the Procurement Process:
- 4.24.1 contacts any servant or agent of the Authority or any person acting as an advisor to the Authority prior to a Contract being entered into about any aspect of the Procurement Process in a manner not permitted by the ITT; and/or
  - 4.24.2 does anything which would constitute a breach of the Bribery Act 2010;
  - 4.24.3 will be disqualified from the Procurement Process (in either case without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder or member of the Bidder's Team may attract).
- 4.25 Paragraph 4.24 of these Instructions to Bidders applies without prejudice to Part 2 of the 2015 Regulations which provides, in certain circumstances, for the mandatory exclusion of Bidders.

### **Conflicts of interest**

- 4.26 Bidders are responsible for ensuring that there are no conflicts of interest between, on the one hand, the Bidder and/or the members of the Bidder's Team and, on the other hand, the Authority. The concept of a conflict of interest includes any situation where relevant personnel members of the Bidder have, directly or indirectly, a financial, economic or other personal interest which might be perceived to

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compromise their impartiality and independence in the context of the Procurement Process.

- 4.27 Each Bidder must notify the Authority of any actual or potential conflict of interest that may be relevant to this Procurement Process and/or the submission or evaluation or any Bid as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Authority may result in the Bidder and/or members of the Bidder's Team being excluded from further participation in the Procurement Process.
- 4.28 Each Bidder must ensure that, in the event that any member of the Bidder's Team is also involved or potentially involved in a competing Bid, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between Bidders. In the event that the Authority considers that adequate arrangements have not been put in place, the Authority reserves the right to exclude any affected Bidder from further participation in the Procurement Process, particularly if it considers the integrity of the competition is compromised by a conflict of interest.

**Non-Collusion**

- 4.29 Any Bidder or member of the Bidder's Team who, in connection with this Procurement Process and without obtaining the prior written consent of the Authority:
- 4.29.1 fixes or adjusts the amount of its Bid by or in accordance with any agreement or arrangement with any other person (other than a member of the Bidder's Team acting in that capacity);
  - 4.29.2 enters into any agreement or arrangement with any other person (other than a member of the Bidder's Team acting in that capacity) that it shall refrain from making a Bid or as to the amount of any Bid to be submitted;
  - 4.29.3 causes or induces any person to enter such agreement as mentioned in paragraphs 4.29.1 and 4.29.2 or to inform the Bidder or a member of the Bidder's Team of the approximate amount of a rival Bid or offers any inducement, fee or reward to any servant or agent of the Authority or any person acting as an advisor to the Authority in connection with the Procurement Process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;
  - 4.29.4 offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid any act or omissions; or
  - 4.29.5 communicates to any person other than the Authority or a member of the Bidder's Team the amount or approximate amount of its Bid (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Bid);

will be disqualified (in either case without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such

conduct by a Bidder or member of the Bidder's Team may attract).

**Copyright**

- 4.30 The copyright in the ITT is vested in the Authority. The ITT may not be reproduced, copied or stored in any medium without the prior written consent of the Authority except for the purposes of preparing and submitting Bids.

**Competition Matters**

- 4.31 Each Bidder is responsible for complying with any applicable domestic and European competition law requirements and for obtaining any clearances required under these requirements. For the avoidance of doubt, this includes but is not limited to any merger control clearances which may be required for the creation of the Bidder entity.

**Governing law & jurisdiction**

- 4.32 This Procurement Process and any Contract shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

**Language**

- 4.33 English shall be the official language for all means of communication between Bidders and the Authority on all matters relating to the Procurement Process.

**The Authority's Complaints Procedure**

- 4.34 The Authority has published a Commercial Complaints Process for use by Bidders during the Procurement Process. The Commercial Complaints Process gives details of:
- 4.34.1 The DWP Commercial Code of Practice – Competitive Tendering;
  - 4.34.2 The DWP Commercial Complaints Process;
  - 4.34.3 Information to accompany a commercial complaint.
- 4.35 Bidders should note that the Commercial Complaints Process is not a process to appeal any procurement decision and is also distinguished from any remedies available under the 2015 Regulations.

## **5. Supplier Selection and Exclusion – The Qualification Envelope**

### **Principles**

- 5.1 The supplier selection and exclusion questions assess the suitability of a Bidder to deliver the authority's requirement. If you are successful at this stage of the procurement process, your bid will be evaluated in the subsequent award stage of the process.
- 5.2 Bidders should note that, in accordance with Regulation 57 of the Public Contracts Regulations 2015, the Authority may take account of information in the public domain in addition to information provided in the bid. The Authority will contact the Bidder to clarify such information.

### **Verification of Information Provided**

- 5.3 The Authority reserves the right to request information at any time throughout the procurement process. This may include confirmation from customers of the accuracy of information provided to demonstrate Technical and Professional Ability. However, the authority will allow Bidders to self-certify whether there are any mandatory / discretionary grounds for excluding their organisation.

### **Supplier Information**

- 5.4 This section is used to gather the necessary details to understand the nature of the organisation and legal entity participating in the procurement exercise. This section is not scored.

### **Bidding Model**

- 5.5 This section is used to gather information to allow the Authority to understand the nature of the Bidder's proposed supply chain. The Authority requires additional information where the tender relies on sub-contractors. This section is not scored but the Authority must be satisfied that the proposed bidding model will allow the requirement to be met successfully otherwise the bid will be rejected.

### **Sub-contractors**

- 5.6 Where the Bidder proposes to use one or more sub-contractors to deliver some or all of the contract requirements full details must be provided, including members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.
- 5.7 The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Bidder to meet the requirement. Bidders should therefore notify the authority immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Bidder prior to any award of contract, based on an assessment of the updated information.



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- 5.8 A Bidder's tender must clearly identify in response to any question, when it is relying on a sub-contractor, the name of the particular sub-contractor and explain the sub-contractor's capability and experience as the context of the question requires.
- 5.9 The Authority does not require all sub-contractors to be disclosed. It only requires a Bidder to disclose those sub-contractors who directly contribute to the Bidder's ability to meet its obligations under the contract. There is no need to specify those sub-contractors providing general services to the Bidder (such as window cleaners, lawyers, desktop software providers etc) that indirectly enable the Bidder to perform the contract. For example, if the Authority requires a Bidder to hold a particular licence – then the Bidder may indicate that 'XYZ Co' holds the licence and indicate that services covered by the scope of this licence will only be performed by its sub-contractor 'XYZ Co'.

**Contact Details**

- 5.10 You must provide full details of a contact for the Authority to use in relation to this procurement. The contact should be able to answer questions regarding the bid and act on behalf of the Bidder. This section is not scored.

**Licensing and Registration**

- 5.11 The Authority requires you to indicate if licensing and registration is required for your business and, if so, whether your organisation holds the required licensing and registration. This section is not scored but the Authority must be satisfied that Bidder has the required licenses and registration to meet the requirement otherwise the bid will be rejected.

**Grounds for Mandatory Exclusion**

- 5.12 Refer to the additional notes provided on the Procurement Portal. This section is used to establish whether there is any reason that the Bidder should not be allowed to continue to participate in the procurement. If you answer 'yes' to one of these questions, indicating that your organisation meets one of the grounds for mandatory exclusion, you will not be allowed to participate further in the procurement unless you can demonstrate adequate [self-cleaning](#).

**Non-payment of Taxes**

- 5.13 Refer to the additional notes provided on the Procurement Portal. This is an additional ground for mandatory exclusion. If you answer 'yes' to this question you will not be allowed to participate further in the procurement unless you can demonstrate adequate [self-cleaning](#).

**Grounds for Discretionary Exclusion – Part 1**

- 5.14 Refer to the additional notes provided on the Procurement Portal. The Authority can choose to exclude a Bidder who answers 'yes' to one of these questions. You may not be allowed to participate further in the procurement unless you can demonstrate adequate [self-cleaning](#).

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**Conflicts of Interest**

- 5.15 Refer to the additional notes provided on the Procurement Portal. This is an additional ground for discretionary exclusion. You must identify any potential conflict of interest and provide full details via the Procurement Portal including how the conflict of interest might be effectively remedied. If the Authority considers the integrity of the competition is compromised by a conflict of interest, you will not be allowed to participate further. The Authority will contact you to discuss further where a potential conflict of interest is identified.

**Self-Cleaning**

- 5.16 Refer to the additional notes provided on the Procurement Portal. This section allows Bidders to provide further information where they have answered 'yes' to any of the grounds for mandatory rejection, including non-payment of taxes, or grounds for discretionary rejection.
- 5.17 Bidders should use the text field at SQ-3.2 in the Qualification Envelope to explain in detail how they have addressed issues (identified by a 'yes' answer). The Authority will consider whether the 'self-cleaning' adequately addresses the risk to reliability exposed by the 'yes' answer.

**Economic and Financial Standing**

- 5.18 The Bidder should provide the information requested to demonstrate its economic/financial standing. Please see the Financial Evaluation Methodology document.
- 5.19 The information will be assessed on the basis of a Red/Amber/Green rating. Please see the Financial Evaluation Methodology document.

**Technical and Professional Ability**

- 5.20 Refer to the additional notes provided on the Procurement Portal. For each question, you must provide at least two (2) contract examples.
- 5.21 In order for technical and professional ability to be assessed the contract examples should be concerned with the delivery of services that are similar to the requirement and be of a similar annual value. The majority of each contract must also have been delivered within the previous three (3) years.

**Insurance**

- 5.22 This section allows you to self-certify that you have or will have adequate insurance as required by the Authority for the delivery of the contract. You will not be allowed to participate further in the procurement unless you can meet the insurance requirements.

**Compliance with Equality Legislation**

- 5.23 This section covers the Bidder's history of compliance with equality legislation. The Authority can choose to exclude a Bidder who has been found to have acted in a discriminatory way in the past three (3) years. The Bidder has the opportunity to

provide details of mitigating factors. The Authority will consider whether the mitigation adequately addresses the risk exposed by the 'yes' answer.

### **Environmental Management**

- 5.24 This section covers the Bidder's history of compliance with environmental legislation. The Authority can choose to exclude a Bidder who has been found to have breached environmental legislation in the past three (3) years. The Bidder has the opportunity to provide details of mitigating factors. The Authority will consider whether the mitigation adequately addresses the risk exposed by the 'yes' answer.

### **Health and Safety**

- 5.25 This section allows the Bidders to self-certify that they have an adequate health and safety policy. UK employers with less than five employees are not required by law to have a health and safety policy and will not be excluded for this reason.
- 5.26 Where the Bidder has been received enforcement/remedial orders from a health and safety body/authority in the past three (3) years, allows them to provide details of remedial action.
- 5.27 The Authority can choose to exclude a Bidder who has received an enforcement/remedial order in relation to health and safety in the past three (3) years. The Bidder has the opportunity to provide details of mitigating factors. The Authority will consider whether the mitigation adequately addresses the risk exposed by the 'yes' answer.

### **Confirmation and Declaration**

- 5.28 The final section of Supplier Selection and Exclusion – the Qualification Envelope, is a declaration against the information provided. This must be completed by a person with authority to act on behalf of the Bidder. This section also serves as a checkpoint for Bidders to confirm that they have provided all the information, including additional Annexes, required so far.

## **6. Bid Evaluation – The Technical Envelope**

### **Principles**

- 6.1 The tender evaluation questions assess the Bidder's proposal to deliver the authority's requirement. This information enables the Authority to carry out a qualitative evaluation of the tender.
- 6.2 The information provided in the tender proposal will be evaluated against the pre-determined Award Criteria as stated in the ITT.
- 6.3 The DWP Procurement Portal asks Bidders to submit responses which directly correspond with the Award Criteria. The overarching Award Criteria will be made up of sub-criteria by which the Award Criteria will be evaluated.

### **Qualitative Scoring Methodology**

- 6.4 The responses to the ITT will then be scored against the criteria and weightings using scoring scale set out at below. Please note that a score of zero (0) or one (1)

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for a response to any qualitative question, will result in disqualification from the procurement exercise and a score of three (3) may result in disqualification from the procurement exercise.

<b>Score</b>	<b>Definition</b>
<b>0</b> Poor	The response provides a substantially incomplete or no response that fails to answer the question, and demonstrates a poor/no understanding of the criteria. There are major weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the ESF Specification with no explanation or evidence.
<b>1</b> Limited	The response fails to meet significant parts of the question and demonstrates a limited understanding of the criteria. There are significant weaknesses in the proposal for meeting the relevant requirement(s) or other elements of the ESF Specification with insufficient explanation and evidence.
<b>3</b> Satisfactory	The response meets some parts of the question and demonstrates an adequate understanding of all of the criteria. The level of detail provided is generally adequate for meeting the relevant requirement(s) or other elements of the ESF Specification, though there are weaknesses in relation to specific elements or a lack of supporting evidence.
<b>5</b> Good	The response meets most parts of the question and demonstrates a strong understanding of the criteria. There is a sufficient level of detail and supporting evidence, though there are some minor weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the ESF Specification.
<b>7</b> Excellent	The response fully answers the question and demonstrates an excellent understanding of the criteria. The response demonstrates an ability to deliver to a high standard, and includes comprehensive detail and supporting evidence. There are no weaknesses in the proposals for meeting the relevant requirement(s) or other elements of the ESF Specification.

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**7. Contract Cost Register– The Commercial Envelope**

- 7.1 This envelope is where the Contract Cost Register (CCR) should be uploaded. This information should be uploaded as follows.
- 7.2 Bidders will be required to complete a Contract Cost Register (ITT Annex S) for the delivery of the ESF programme. Please see the CCR Completion Guidance document which is available in the ITT on the Procurement Portal.

**Financial Evaluation Methodology**

- 7.3 A financial evaluation will be performed on all submitted bids. The financial evaluation will comprise of twenty percent (20%) of the overall evaluation score for each bid, with the remaining eighty percent (80%) derived from the quality evaluation scoring process.
- 7.4 A review of each UAEHRS Bidders indicative contract values assigned via either the SaAP or recent UAEHRS competition will be undertaken at the return of Bids stage and compared to the annual contract value applied for. The table below provides annualised value based on the information provided at paragraph 5.2 in the ESF Specification and 4.23 years have been used to reflect the three (3) years of programme referrals and the 1.23 years to claim a job outcome:

	October 2019 Start	
	Contract Value	Annualised Contract Value
ESF Enterprise M3	£1.08m	£0.26m

- 7.5 As the Total Contract Value (TCV) will be fixed, therefore there are only two permitted variable financial elements of a Bidder's bid, namely:
- The performance offers; and
  - Bidders can increase the volumes offered above the baseline (max 15% increase)
- 7.6 As the qualitative evaluation process does not measure the volume or performance of the tender offers, the financial evaluation will consider the additional volume, performance aspects and related financial aspects.
- 7.7 DWP will assess the Bidder's proposal per two stages:
- 7.8 Detailed review and clarification. DWP will conduct a detailed review of ESF ITT Tenders, in order to ensure the consistency of financial and non-financial information. DWP reserves the right to request clarifications where required. This review will ensure that the prices offered are sustainable and in line with more detailed delivery cost assumptions. The detailed costs provided by Bidders in the CCR will be cross-referenced to the information provided within the quality elements of the ESF Tender to ensure that the information correlates. If there are any discrepancies or

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ambiguities, these will be clarified with Bidders.

- 7.9 For instance, if a Bidder states in their Quality response that there will be 20 staff involved in delivery but the financial cost breakdown identifies only 15, DWP will clarify with the Bidder to establish which is correct, and whether their ESF Tender needs to be adjusted as a consequence.

### ESF Bid Scoring and Ranking.

- 7.10 Scoring will be undertaken on a **relative** assessment model. DWP will produce a final ranking of the ESF Bids.
- 7.11 Bidders will be required to complete CCR (ITT Annex S). This will collate the individual costs which will total contract cost value. CCR Completion Guidance document which is available in the ITT on the Procurement Portal.
- 7.12 This CCR provided will be classed as the Bid.
- 7.13 The ESF Bid financial evaluation will be based on the formula below:

$$\text{Average Outcome Unit Cost} = \frac{(40\% \times \text{Total Contract Value})}{(\text{Short Job Outcome Performance \%} \times \text{starts})} + \frac{(35\% \times \text{Total Contract Value})}{(\text{Sustained Job Outcome Performance \%} \times \text{starts})}$$

- 7.14 Within the CCR, Performance percentage offers are made for each of the two outcomes (the lower threshold outcome and the higher threshold outcome respectively).
- 7.15 The Financial Evaluation Score (Average Outcome Unit Cost) is compared for all bids received and ranked. The Bidder with the lowest score will receive one-hundred (100) marks and all other bids will be relatively assessed against this bid. For example, if the next bid is ten percent (10%) higher, that bid will receive ninety (90) marks.
- 7.16 The Relative Assessment Score will be based on the formula below:

$$\text{Relative Assessment Score} = 1 - \left( \frac{\text{bidder Score} - \text{Lowest Bidder Score}}{\text{Lowest Bidder Score}} \right) \times 100$$

- 7.17 The Finance Relative Assessment marks out of one-hundred (100) will be taken forward to the overall evaluation scoring model, which brings together the Quality and Finance scores. Within this model, the Finance Relative Assessment scores are then multiplied by the finance weighting of 0.20 to give an overall financial score. This is then added to the Quality score. The table below gives a worked example of the finance weighted score.
- 7.18 Finance Relative Assessment Model:

Potential Supplier	Short Job Outcome Unit Cost	Sustained Job Outcome Unit Cost	Average Outcome Unit Cost	Rank	Finance Relative Assessment Score	Finance Weighted Score
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A	£500	£800	£1,300	1	100.00	20.00
C	£700	£730	£1,430	2	90.00	18.00
B	£800	£900	£1,700	3	76.47	15.29

**Abnormally Low Tenders**

- 7.19 Bidders will be required to explain to DWP any price or costs proposed in their ESF Tender which appear abnormally low in accordance with Regulation 69 of the Public Contracts Regulations 2015. DWP will assess the information supplied by consulting with the Bidder. Where the evidence supplied does not satisfactorily account for the low price, or costs proposed, DWP will reject the bid.

**Price Sensitive Information**

- 7.20 Where a Bidder considers that the nature of information submitted in support of their proposal is particularly price sensitive (e.g. potential to impact share price) they are required to indicate this as “Price Sensitive” and submit in a sealed envelope. Such information will be passed directly to Commercial Finance Lead, who will be solely responsible for the secure storage. Only the financial lead will have access to view such information (or, in her absence, her nominated representative).

**Part 3 Review of ESF Bidder Indicative Contract Values**

- 7.21 DWP has re-assessed each Contractor’s compliance with the Minimum Economic and Financial Capacity Requirements in accordance with Clause 15 of the UAEHRS Contract.
- 7.22 DWP reserves the right to re-assess each Contractor’s compliance with the Minimum Economic and Financial Capacity Requirements in accordance with Clause 15 and Clause C18 of the UAEHRS Contract. Where a Contractor does not demonstrate that it meets the Minimum Economic and Financial Capacity Requirements following re-assessment DWP will notify the Contractor.

**Qualitative Evaluation Methodology**

- 7.23 Qualitative scoring represents eighty percent (**80%**) of the overall evaluation and will be relatively assessed. As an example, this means that the highest scoring bid in the qualitative evaluation for this contract will be awarded the full eighty (**80**) marks and the other bids will be marked as a proportional variance from the top scoring bid (see example below). The final quality scores will not be rounded at this stage of the process.

Bidder	Total Quality Score (out of 231)	Calculation	Score (out of 80)
A	231	Highest score	80.00
B	225	$225 / 231 \times 80$	77.92
C	220	$220 / 231 \times 80$	76.19

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**Financial Evaluation Scoring**

- 7.24 The financial scores will be relatively assessed.
- 7.25 The table below gives an example of the Financial Evaluation Scoring based on unrelated figures:

Bidder	Short Job Outcome Unit Cost	Sustained Job Outcome Unit Cost	Average Outcome Unit Cost	Rank	Finance Relative Assessment Score	Finance Weighted Score
A	£500	£800	£1,300	1	100.00	20.00
C	£700	£730	£1,430	2	90.00	18.00
B	£800	£900	£1,700	3	76.47	15.29

**8. Overall Evaluation Scoring Model**

- 8.1 Below is an example of the Overall Evaluation Scoring Model

Bidder	Qualitative Score	Financial Score	Total
A	80.00	20.00	100.00
B	77.92	15.29	93.21
C	76.19	18.00	94.19

**9. Bid Clarification**

- 9.1 DWP may need to clarify details of your tender and in those instances DWP will send any questions using the DWP Procurement Portal to the named person that is registered on the system, who should arrange for a reply to be provided by the stipulated deadline.
- 9.2 DWP may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

**10. Contract Award**

**Parent Company Guarantee (PCG)**

- 10.1 If a Bidder has a Parent Company and is successful in tendering for this contract, DWP will require a signed Parent Company Guarantee (PCG) to be in place prior to any contract(s) being signed. If the Parent Company is a charity, DWP would need to understand whether there is anything in the provisions of the charity's constitution that prevents them from being able to offer a PCG. In these circumstances DWP may require an alternative guarantor. Performance bonds, deposits, sub-contractor



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warranties or other forms of appropriate security may be required in appropriate circumstances.

- 10.2 The PCG is not negotiable however there may be exceptional circumstances where the wording needs to be amended or an equivalent deed of guarantee supplied. These may include Special Purpose Vehicles (SPVs), frameworks, and organisations that have parent companies based abroad. The Department's standard form of words will be used as the basis of the PCG.
- 10.3 A draft copy of the PCG will be included within the ESF terms and conditions of contract.

### **Ranking Bids – Recommendation for Contract Award**

- 10.4 The tender process has been designed to ensure that tenders are evaluated fairly to ascertain the most economically advantageous tender and once the qualitative and financial aspects have been evaluated the Authority will produce a ranked merit list based on this tender process.
- 10.5 The Bidder(s), who obtains the highest overall score from the evaluation process, taking into account the Award Criteria weightings, will be recommended for contract award.
- 10.6 Before any contract can be entered into the Authority is mandated to seek and obtain Independent Approval, and possibly Crown Representative Approval.

### **11. Independent Approval**

- 11.1 The results of the Qualitative and Price Evaluation Process (resultant rankings along with the marks awarded) will be independently checked and verified by individual(s) not previously involved in the procurement process.
- 11.2 Subject to this Independent Approval the Department will then seek Ministerial Approval before an award of contract can be made.

### **12. Tie-Break**

- 12.1 DWP has identified two Qualitative Questions for Service Delivery where the score attained may also be used in a tie-break situation where appropriate, these are:
- T1.1 - Community Engagement & Participant Generation;
  - T4.1 - Performance Management.
- 12.2 Our policy is that a tie-break will only be applied where two (2) or more winning bidders have achieved the same score in the evaluation of the bids.
- 12.3 Note that the use of one (1) tie-breaker may not be sufficient to clearly identify the winner and so, in the event that the first tie-breaker does not produce a result which differentiates the bidders who have the same score, a second tie-breaker will be used.
- 12.4 The application of the tie-breaker will be as follows. If at either step this produces a clear result, which differentiates the bidders who have the same score, the process

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will be terminated. If a winner is identified at either step, they will be appointed as a Preferred Bidder.

- **Tiebreaker 1** – weighted score for **question T1.1** of the ITT response (Community Engagement and Participant Generation).
- **Tiebreaker 2** – weighted score for **question T4.1** of the ITT response (Performance Management).

12.5 In the event that after undertaking Tiebreaker 1 and 2 the scores remain the same, DWP will look at the Qualitative questions in order (starting from T1.2) until a winner is identified.

### 13. Approval

13.1 The final decision to award will be subject to Commercial Approval Board (CAB) approval. No communication of any details regardless of whether a Bidder has been successful or otherwise will be issued until this approval has been granted and authorised by the CAB. Once this approval has been communicated to the procurement team they will have responsibility for the issue of the appropriate successful / unsuccessful letters to all those providers that submitted a response to the ITT.

### 14. Crown Representative Approval

14.1 Not applicable to this procurement.

### 15. Standstill Period

15.1 We will voluntarily apply a Standstill Period. The standstill period is a ten (10) calendar day pause between contract award decision and the formal award of the contract. The period allows unsuccessful Bidders to obtain more information on the award of the contract.

### 16. The Contract

16.1 The information or text contained within the ESF ITT (including its Annexes) and your response, any variation of them and any formal interchange of correspondence or information will be incorporated into any subsequent contract that DWP may enter into as a result of this ESF ITT.

### 17. Publication of Contract Award on Contracts Finder

17.1 Irrespective of whether or not publication of a Contract Award Notice in OJEU is required, details of all contracts awarded with a value greater than £10,000 will be published on the Contracts Finder website. Details will be published after twenty (20) days following the end of the standstill period.

### 18. Baseline Security Standard

18.1 Where contractors staff are to be given access to Authority's assets (defined as premises, systems, information or data) the attention of Bidders is drawn to their contractual obligation. Full details of the actions required to comply with the above

procedures, can be found in the guidance document 'HMG Baseline Personnel Security Standard – A Guide for DWP Contractors'. A PDF version of this document can be viewed on [gov.uk](http://gov.uk).

## **19. Post Contract Award**

### **Contract Documentation**

- 19.1** The Authority will be responsible for producing a final contract document and issuing to the successful supplier.

### **Sustainable Development**

- 19.2** In accordance with the Sustainable Development Contract Schedule the successful supplier is required to complete and provide a policy statement (within six (6) months of contract (or call-off) start date and annually thereafter) to demonstrate how they will satisfy and adhere to the principles of sustainable development. Also at the six (6) month stage the successful supplier will need to produce a Sustainable Development Action Plan detailing (but not limited to) how they will tackle key issues such as waste minimisation, water consumption reduction and carbon emissions within their business and in relation to this contract.

### **Diversity and Equality**

- 19.3** In accordance with the Life Chances Schedule the successful supplier is required to complete and provide a Diversity and Equality Delivery Plan (within six (6) months of contract start date and annually thereafter) detailing their approach to Diversity and Equality within their business and in relation to this contract.

*For more information, see Schedule 17 Life Chances, of the ESF Terms and Conditions.*

## **20. Use of SMEs in the Contractor's Supply Chain**

- 20.1** The Authority recognises the important role small and medium enterprises (SMEs) have in helping to deliver economic growth and prosperity. SMEs are defined as enterprises which employ fewer than 250 persons and which have an annual turnover not exceeding 50 million euro, and/or an annual balance sheet total not exceeding 43 million euro. The Authority is committed to supporting the government's target of 33% of government spending with third party suppliers to go to SMEs through either direct spend or indirectly through the supply chain where it is relevant to the contractual requirement to do so and provides value for money.
- 20.2** In support of the government's commitment on SMEs, the Authority is putting in place processes to promote greater engagement with SMEs. The Authority encourages its suppliers to make their sub-contracting opportunities accessible to smaller companies and implement SME-friendly policies in their supply-chains.
- 20.3** The Contractor is encouraged to:
- Open opportunities for SMEs in supply chains by splitting requirements into smaller elements to make them more attractive to the SME market whilst bringing innovation, flexibility and value for money;

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- Advertise any sub-contracting opportunities where appropriate and economical to do so, for example by using Contracts Finder or informing local networks/partners;
- Where possible pay SMEs earlier than the contractual requirement of thirty (30) days from receipt of valid invoice;
- Work with SMEs throughout the life of the contract to develop innovative and cost effective solutions delivered through the supply chain.

20.4 Regular contract review meetings should be used to enable both parties to explore continued and increased use of SMEs where appropriate throughout the life of the contract. Additional information may be requested by the Authority on the volume of business undertaken throughout the supply chain with SMEs.

### **Expenditure with SMEs**

20.5 The Authority is required to provide regular reports on the level of procurement spend with SMEs to the Cabinet Office. To measure and accurately report on this, the Contractor and where applicable, its sub-contractors shall identify the volume of indirect expenditure the Authority undertakes with SMEs and shall provide this information on a quarterly basis to the Authority or Cabinet Office.

## **21. Status of the ESF ITT**

21.1 No information contained in the ESF ITT or in any communication made between DWP and a UAEHRS Bidder in connection with this procurement shall be relied upon as constituting agreement or representation that any contract be entered into in accordance with the ESF Bidder's Tender or at all.

21.2 DWP shall not be committed to any course of action as a result of:

- a) issuing this ITT;
- b) any communications with the Bidder or their representatives, agents or advisers in respect of this procurement; and/or
- c) any communications between Bidders, DWP and/or any relevant Contracting Body and any other party (whether directly or through their agents or representatives) in respect of this ESF Competition.

21.3 The ITT has been prepared in good faith but does not purport to be a comprehensive statement of all matters relevant to this Competition nor has it been independently verified. Neither DWP nor its advisers, directors, officers, members, employees or other staff or agents:

- a) accept any liability or responsibility for the adequacy, accuracy or completeness of the ITT,
- b) make any representation or warranty, express or implied, with respect to the information the ITT contains nor shall any of them be liable for any loss of damage arising as a result of reliance on such information or any subsequent communication.

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- 21.4 The UAEHRS Bidder shall form its own conclusions and make its own independent assessment of the requirements of the terms and conditions of the draft ESF Contract and should seek its own financial and legal advice about the methods and resources needed to meet DWP's requirements.
- 21.5 DWP does not accept responsibility for the UAEHRS Bidder 's assessment of the requirements of this procurement.
- 21.6 The UAEHRS Bidder is responsible at its own expense, for obtaining all information required to prepare its tender.
- 21.7 Any exclusions of liability of DWP in this paragraph do not apply to the extent of any deceit or fraudulent misrepresentation made by or on behalf of DWP.

**22. DWP Complaints Procedure**

- 22.1 DWP has published a [Commercial Complaints Process](#) for use during competitive procurement.

## **QUALIFICATION AND TECHNICAL ENVELOPES WITHIN THE PROCUREMENT PORTAL**

### **Background**

- A1. The ITT Pack is available on the Procurement Portal. If the Bidder is not a BravoSolution registered Supplier, then they must register with BravoSolution to bid: <https://dwp.bravosolution.co.uk/web/login.shtml>
- A2. This document gives instructions on the requirements for completion of the Qualification and Technical Envelopes (on the Procurement Portal). Please note that the completion of the entire process is supported by on-screen instructions available on the Procurement Portal.

### **Qualification Envelope**

- A3. Successful completion of this envelope is required in order for a Bidder's qualitative questions in the Technical envelope to be evaluated. Bidders must access the Procurement Portal and follow the on screen instructions. Bidders will be presented with a questionnaire for completion.
- A4. Bidders must complete the required boxes where advised and upload the required information where prompted. The questionnaire is in the main designed so that Bidders have to provide a 'Yes' or 'No' response. Please note that information is provided about the grounds for mandatory exclusion and the grounds for discretionary exclusion.

<b>Qualification Process</b>		
<b>Supplier Question # (SQ)</b>	<b>Section / Question Title</b>	<b>What is the Question asking for</b>
	<b>Qualification Envelope response Accreditation Check</b>	Accreditation check to ensure all relevant information requested has been submitted in the format required.  Responses not meeting requirements will give the Authority grounds for exclusion for non-compliance.
<b>Part 1</b>		
<b>SQ-1.1</b>	<b>Supplier information</b>	Please complete all applicable questions
<b>SQ-1.2</b>	<b>Bidding Model</b>	All relevant questions must be answered. In addition, if a Bidder will be sub-contracting part/all of the service, SQ-1.2(b) – (ii) must be completed. The form should detail each sub-contractor's name, what they would be delivering and the location.

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<b>Qualification Process</b>		
<b>Supplier Question # (SQ)</b>	<b>Section / Question Title</b>	<b>What is the Question asking for</b>
<b>SQ-1.3</b>	<b>Contact Details</b>	All questions in this section must be answered and contact details must be kept up to date.
<b>Part 2</b>		
<b>SQ-2.1</b>	<b>Grounds for Mandatory Exclusion</b>	If a Bidder answers “yes” to any of the questions under SQ-2.1 and fails to satisfactorily complete SQ2.2 (Self Clean) then they will immediately be excluded from the DPS.
<b>SQ-2.2</b>	<b>Self-Cleaning</b>	Any Bidder who answers ‘yes’ to any of the questions under SQ-3.1 must complete SQ-3.2 and demonstrate to the satisfaction of the Authority that any remedial action taken has effectively, self-cleaned the situation.
<b>SQ-3.1</b>	<b>Grounds for Discretionary Exclusion</b>	If a Bidder answers “yes” to any of the questions under SQ-3.1 and fails to satisfactorily complete SQ-3.2 (Self Clean) then they will immediately be excluded from the DPS.
<b>SQ-3.2</b>	<b>Self-Cleaning</b>	Any Bidder who answers ‘yes’ to any of the questions under SQ-3.1 must complete SQ-3.2 and demonstrate to the satisfaction of the Authority that any remedial action taken has effectively, self-cleaned the situation.
<b>Part 3</b>		
<b>SQ-4.1</b>	<b>Economic and Financial Standing</b>	Bidders should complete all applicable questions and submit either A, B, or C to demonstrate their economic / financial standing.
<b>SQ-4.2</b>	<b>Economic and Financial Standing</b>	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out.
<b>SQ-5</b>	<b>Group</b>	If you have indicated at SQ-1.2 that you are part of a wider group please complete this section.
<b>SQ-6.1</b>	<b>Technical and Professional Ability</b>	Bidders should provide details of relevant experience and contract examples.
<b>SQ-6.2</b>	<b>Sub-contracting</b>	Where Bidders intend to sub-contract a proportion of the contract, please complete this question.

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<b>Qualification Process</b>		
<b>Supplier Question # (SQ)</b>	<b>Section / Question Title</b>	<b>What is the Question asking for</b>
<b>SQ-7.1</b>	<b>Modern Slavery Act 2015</b>	Please answer all questions.
<b>SQ-8</b>	<b>Insurance</b>	Please answer this question.
<b>SQ-9</b>	<b>Disability Confident</b>	Bidders should answer whether they are Disability Confident and if Yes select which Level they are.
<b>SQ-10.1</b>	<b>Parent company</b>	Bidders should answer Yes or No.
<b>SQ-10.2</b>	<b>Parent Company Guarantee</b>	If the answer to SQ-10.1 is yes, Bidders must answer this question as to whether they understand the requirement to provide a signed Parent Company Guarantee (PCG), if applicable, prior to any contract being signed.
<b>SQ-10.3</b>	<b>Non Parent Company Guarantee</b>	If you have no Parent Company would you be able to obtain a guarantee elsewhere (e.g. from a bank).
<b>SQ-11</b>	<b>Merlin</b>	Bidders should answer whether they are Merlin accredited, and if not to confirm that they understand the requirement to work towards achieving the Merlin Standard within 12 months; if awarded a contract.
	<b>Appendices</b>	If you need to submit any additional information to complete your response to the above questions, please include it here as part of a single, zipped attachment response. Please ensure each appendix is clearly marked to indicate the SQ question number.



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**Annex 2**

**TECHNICAL ENVELOPE WITHIN THE PROCUREMENT PORTAL**

Question #	Bid Form	Weighting	Max Weighted Score	% of Overall Score	Max A4 Pages
<b>T1</b>	<b>Engagement and Participant Journey</b>				
T1.1	Community Engagement and Participant Generation	x6	42	18.2%	3
T1.2	Participant Journey & Provision Content	x2	14	6.1%	2
T1.3	Tailoring Provision	x4	28	12.1%	2
T1.4	Employer Engagement	x3	21	9.1%	1
			<b>105</b>	<b>45.5%</b>	
<b>T2</b>	<b>Human Resources, Premises &amp; Management Structure</b>				
T2.1	Human Resources, Recruitment & Training	x1	7	3.0%	2
T2.2	Premises	x1	7	3.0%	2
T2.3	Management Structure	x1	7	3.0%	2
			<b>21</b>	<b>9.1%</b>	
<b>T3</b>	<b>Supply Chain</b>				
T3.1	Supply Chain (i) using Supply Chain Partners <b>or</b>	x4	28	12.1%	3
T3.2	Supply Chain (ii) without the use of Supply Chain partners	x4	28	12.1%	3
			<b>28</b>	<b>12.1%</b>	
<b>T4</b>	<b>Performance</b>				
T4.1	Performance Management	x4	28	12.1%	2
T4.2	Quality	x5	35	15.2%	3
T4.3	Performance Offer Rationale	x1	7	3.0%	1
			<b>70</b>	<b>30.3%</b>	
<b>T5</b>	<b>Implementation</b>				
T5.1	Implementation Plan	x1	7	3.0%	2
			<b>7</b>	<b>3.0%</b>	
	<b>Total</b>		<b>231</b>		

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**List of ITT Annexes**

<b>ITT Annex</b>	<b>Title</b>	<b>ITT Envelope / Question</b>
F	DWP Offshoring Proposal Questionnaire	Technical 2.2.2
G	TUPE (only complete if answer is No to 2.3.1)	Technical 2.3.2
J	Key Personnel	Technical T2.3(a)
P	Premises	Technical T2.2(a)
Q	Commercial Sensitive Information	Technical 2.11.2
R	Tender Assurance Declaration	Technical T6.1
S	Contract Cost Register (CCR)	Commercial 3.1.1
W	Sub-contractor List	Technical T3.1(a)
X	Sub-contractor Declaration	Technical T3.1(b)
Y	Draft Security Plan	Technical 2.1.1
Z	Implementation Plan (in PDF format)	Technical T5.1

## Qualitative Questions

Criteria	Weighting	Max. Score
<p><b>T1.1 - Community Engagement and Participant Generation</b></p> <p>Please describe the community engagement that you have undertaken to inform the design of this provision, and describe how you will use this to ensure the desired number of participants attend this provision.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>• Provide evidence of proactive engagement with a range of organisations from a variety of sectors, detailing the specific organisations that you have consulted to gain an understanding of the local community;</li> <li>• Explain how you have used the above engagement and understanding when designing the provision content to ensure that it aligns to local needs and those of the specified priority groups, and how your provision adds value compared to any existing delivery that is already in the area;</li> <li>• Identify the organisations that you will engage with to generate participants, this should include a broad range of organisations from a variety of sectors;</li> <li>• Describe any existing links with these organisations and how these will support referrals or if not yet in place, your strategy for establishing these;</li> <li>• Demonstrate how you will achieve maximum occupancy on the provision, including how you will prevent participant disengagement and drop-out prior to them starting on provision;</li> <li>• Explain how you will attract participants from all the specified priority groups;</li> <li>• Detail your marketing strategy for promoting this provision including the different channels that you will use and why you consider this to be suitable for the specified priority groups.</li> </ul> <p><b>Your response MUST be limited to three (3) sides of A4.</b></p> <p><b><u>PLEASE NOTE THE SCORE ATTAINED IN THIS SECTION MAY ALSO BE USED IN A TIE-BREAK SITUATION WHERE APPROPRIATE.</u></b></p>	x6	42

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Criteria	Weighting	Max. Score
<p><b>T1.2 - Participant Journey &amp; Provision Content</b></p> <p>Please provide a detailed description of the design and content of the provision, including how this meets the requirements listed in section 3 of the Specification.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>• Provide an outline participant journey to illustrate how you will provide a structured intervention for each individual participant, including those who require a higher degree of support and the intended frequency of these interventions;</li> <li>• Explain how you will ensure that each individual participant will receive regular reviews to ensure that they progress while participating in the provision and achieve a Job Outcome;</li> <li>• Provide a detailed description of the design and content of the provision, including the duration of each element for individual participants and the method of delivery e.g. face to face, telephone, web based, individual, group work etc;</li> </ul> <p><b>Your response MUST be limited to Two (2) sides of A4.</b></p>	<p><b>x2</b></p>	<p><b>14</b></p>

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Criteria	Weighting	Max. Score
<p><b>T1.3 - Tailoring Provision</b></p> <p>Please describe how the content of the provision will meet the needs of the priority groups and how you will tailor it to ensure it addresses individual barriers.</p> <p>Your response should:</p> <ul style="list-style-type: none"><li>• Provide a rationale to clearly demonstrate why the provision content is suitable for the specified priority groups;</li><li>• Include how you will adapt it to meet any needs identified;</li><li>• Explain how you will identify individual participants' barriers to entering work (including, but not limited to child care and travel) and tailor the provision to overcome these;</li><li>• Explain what in-work support you will provide to both the participant and where appropriate the employer and how you will ensure that it meets their needs to support the achievement of job outcomes.</li></ul> <p><b>Your response MUST be limited to two (2) sides of A4.</b></p>	<b>x4</b>	<b>28</b>

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Criteria	Weighting	Max. Score
<p><b>T1.4 - Employer Engagement</b></p> <p>Please describe how you will engage with employers in the local area to achieve job outcomes.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>• Identify the specific key employment opportunities in the specified geographical area;</li> <li>• Show an understanding of the sectors in the area and those that are experiencing (or are expected to experience) significant growth over the life of the contract;</li> <li>• Clearly explain what Employer engagement you will undertake to capitalise on the opportunities to achieve job outcomes for participant;</li> <li>• Show how you will identify newly arising employment opportunities and utilise these to support your above methodology, over the life of the contract.</li> </ul> <p><b>Your response MUST be limited to one (1) side of A4.</b></p>	<b>x3</b>	<b>21</b>

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Criteria	Weighting	Max. Score
<p><b>T2.1 - Human Resources, Recruitment &amp; Training</b></p> <p>Detail the human resources (including any Sub-contractor staff) that you will use to deliver <u>and</u> manage this provision.</p> <p>Your response should include:</p> <ul style="list-style-type: none"> <li>• A clear explanation of the Full Time Equivalent (FTE) number of staff, job title, key responsibilities, relevant skills, experience &amp; qualifications for each role;</li> <li>• Where applicable, an average caseload should be provided with a rationale for why this is considered appropriate;</li> <li>• Details of the number of existing staff and those who will need to be recruited;</li> <li>• A clear description of how you will recruit, train and retain staff to ensure effective delivery of this provision and satisfactory performance from the start of the contract and throughout its lifetime;</li> <li>• A clear explanation of how you will manage sickness absences and annual leave during peak times, including contingency arrangements for managing the absence of key staff while maintaining the quality of service delivery and performance levels;</li> <li>• A rationale for why you consider your proposed staffing level to be appropriate for this provision and how you will manage this as volumes increase and decrease over the life of the contract.</li> </ul> <p><b>Your response MUST be limited to two (2) sides of A4.</b></p>	<b>x1</b>	<b>7</b>

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Criteria	Weighting	Max. Score
<p><b>T2.2 - Premises</b></p> <p>Please provide details of the premises that you will use to deliver this provision, including details of any outreach services.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>• Provide full address details, including post code, for all fixed delivery premises (include in ITT Annex P);</li> <li>• Where applicable, describe any outreach services that you will provide;</li> <li>• Provide details of local public transport links and their proximity to the premises that you have identified in response to the above points;</li> <li>• Detail the facilities available at each location and how these meet any legal requirements, including compliance with the Equality Act 2010;</li> <li>• Explain why you consider these premises to be suitable for this provision and the specified priority groups;</li> <li>• Clearly describe how your proposal will achieve full coverage across the entire contract area;</li> <li>• If you intend to use existing premises, explain how delivery of this provision will fit with current use;</li> <li>• If you intend to secure new premises, indicate the timescales for doing so ahead of go-live and your contingency arrangements for ensuring timely delivery of this provision;</li> <li>• Detail your contingency plans for dealing with fluctuating participant volumes over the life of the contract, including the minimum and maximum volumes that can be handled at any one time without having an adverse impact on your premises proposal.</li> </ul> <p><b>Your response MUST be limited to two (2) sides of A4.</b></p>	<p><b>x1</b></p>	<p><b>7</b></p>



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Criteria	Weighting	Max. Score
<p><b>T2.3 - Management Structure</b></p> <p>Please provide details of your management structure, systems and processes.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>• Include an organisation chart to describe your proposed management structure for this provision, including any sub-contractor roles where applicable and the percentage of time that will be allocated to this contract for each listed role;</li> <li>• Provide a clear explanation of your capacity to manage this provision alongside existing and any potential future commitments;</li> <li>• Clearly describe the systems and processes that will be used to provide a robust audit trail of evidence to support payment validation, prevent fraud and meet ESF requirements. This should include but not be limited to: attendance records/action plans, participant consent, evidence to support claims for outcome payments and evidence to prove participants' eligibility.</li> <li>• Please complete and upload ITT Annex J at T2.3(a) with a list of Key Personnel.</li> </ul> <p><b>Your response MUST be limited to two (2) sides of A4.</b></p>	<p><b>x1</b></p>	<p><b>7</b></p>

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Criteria	Weighting	Max. Score
<p><b>T3.1 - Supply Chain</b></p> <p>(i) Please describe your supply chain structure and how you will manage it throughout the life of the contract. If you do not intend to use a supply chain, please do not answer this question and instead answer question T3.2.</p> <p>Your response should include:</p> <ul style="list-style-type: none"> <li>• A clear description of your supply chain structure including any sub-contractors and partners;</li> <li>• A table to show the percentage of service delivery undertaken by any sub-contractors, their geographical coverage and what provision they will provide to support the specified priority groups, please upload a completed ITT Annex W at T3.1(a);</li> <li>• A clear explanation of your contract management practices with members of your supply chain, including how these abide by the principles of the Merlin Standard;</li> <li>• How you will provide the Authority with visibility of costs, margin and overall profit of sub-contractors, including by way of open book accounting;</li> <li>• A description of how you will communicate throughout your supply chain to share good practice;</li> <li>• Details of your contingency arrangements should any member of your supply chain withdraw prior to commencement of service delivery or at any point during the contract period;</li> <li>• A completed sub-contractor Declaration (ITT Annex X) from all sub-contractors listed in your response to this question; Please upload all sub-contractor declarations in one (1) PDF document at T3.1(b).</li> </ul> <p>PLEASE NOTE THAT THE FOLLOWING BULLET POINT ONLY WILL NOT BE SCORED.</p> <ul style="list-style-type: none"> <li>• Where applicable, you should identify which sub-contractors are Small and Medium Enterprises (SMEs)</li> </ul> <p><b>Your response MUST be limited to three (3) sides of A4.</b></p>	<b>x4</b>	<b>28</b>

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<p><b>T3.2 - No Supply Chain</b></p> <p>(ii) Please describe how your organisation will deliver the provision without the use of a supply chain.</p> <p>Your response should include:</p> <ul style="list-style-type: none"> <li>• How you will provide all Services to participants and why you have chosen not to use a supply chain;</li> <li>• A table to show the percentage of service delivery undertaken by yourselves, the locations and geographical coverage and the support that will be available in these locations for the specified priority groups</li> <li>• How you will ensure that individual participant requirements will be covered in totality by your organisation; and if not what your process will be to engage with specialist providers;</li> <li>• How your delivery will be aligned to the requirements of the contract;</li> <li>• How you will incentivise and motivate your work force throughout the life of the contract;</li> <li>• How you will ensure continuity of service provision;</li> <li>• Detail your contingency plan for maintaining the entire scope of your proposal within your bid should your organisation need to engage a supply chain partner ahead of contract start date, or during the life of the contract.</li> </ul> <p><b>Your response MUST be limited to three (3) sides of A4.</b></p>	<p><b>x4</b></p>	<p><b>28</b></p>

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Criteria	Weighting	Max. Score
<p><b>T4.1 - Performance Management</b></p> <p>Please detail how you will manage the performance of this provision in line with your offer and Section 3 of the Specification.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>Clearly explain how you will accurately track participants within each cohort so that you can clearly articulate at any given time where these participants are in your participant journey towards achievement of short and sustained job outcomes;</li> <li>Describe how you will proactively manage the achievement of performance levels including the frequency and level of detail of monitoring activity and trend analysis;</li> <li>Identify how you will act on any findings, including how you will develop and implement effective solutions and the timescales to correct failures to meet performance levels (by yourselves or subcontractors) and ensure that it does not re-occur;</li> <li>Clearly describe how you will manage the performance of any subcontractors;</li> <li>Explain how you will proactively engage with DWP to notify us of any issues and remedial actions rather than waiting for scheduled review meetings.</li> </ul> <p><b>Your response MUST be limited to two (2) sides of A4.</b></p> <p><b><u>PLEASE NOTE THE SCORE ATTAINED IN THIS SECTION MAY ALSO BE USED IN A TIE-BREAK SITUATION WHERE APPROPRIATE.</u></b></p>	<p><b>x4</b></p>	<p><b>28</b></p>

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Criteria	Weighting	Max. Score
<p><b>T4.2 - Quality</b></p> <p>Please provide a detailed description of how you will ensure the quality of service delivery through your management practices.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>• Provide a detailed explanation of how you will monitor and manage the quality of provision to ensure that the standards set within the specification and your tender will be met from the start and throughout the life of the contract. Your response should include but not be limited to: the quality of staff, frequency and appropriateness of participant engagement and the quality of the action plan and the relevance of its content to participants' needs;</li> <li>• Clearly describe how you will manage and ensure the quality of delivery by any subcontractors e.g. site visits, audits and observing delivery;</li> <li>• Identify how you will continuously improve the quality of delivery of this provision and share best practice throughout your supply chain;</li> <li>• Explain how you will obtain feedback from participants and proactively act upon this including details of procedures and timings;</li> <li>• Describe how you will handle complaints and act on any findings including details of procedures, timescales, escalation routes, how participants will be made aware of these procedures and how you will ensure the impartiality of any decision makers.</li> </ul> <p><b>Your response MUST be limited to three (3) sides of A4.</b></p>	<p><b>x5</b></p>	<p><b>35</b></p>

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<p><b>T4.3 - Performance Offer Rationale</b></p> <p>With reference to the performance offer that you have provided at ITT Annex S (Contract Cost Register), please explain the rationale for this offer.</p> <p>Your response should:</p> <ul style="list-style-type: none"> <li>Clearly identify and explain any assumptions used to develop your offer;</li> <li>Detail any research and/or evidence relevant to the provision used to underpin your offer;</li> <li>Clearly explain how you will support and achieve the rate of both Job Outcomes and Sustained Job Outcomes offered within each cohort.</li> </ul> <p><b>Your response MUST be limited to one (1) side of A4.</b></p>	<p><b>x1</b></p>	<p><b>7</b></p>

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<p><b>T5.1 - Implementation Plan</b></p> <p>Please provide an implementation plan in the form of a detailed Gantt Chart (in PDF format) to be attached as ITT Annex Z at T5.1(b) showing the critical path and interdependencies.</p> <p>Please provide supporting narrative at T5.1(a) in response template.</p> <p>Please show how you will ensure that service delivery commences approximately six (6) weeks after the contract commencement date, in any event starts no later than 7 October 2019, and how service delivery will meet the required standards from the start.</p> <p>Your response should include:</p> <ul style="list-style-type: none"> <li>• How you will meet the Service Delivery start date of 7 October 2019;</li> <li>• Key milestones, including the start and end dates and a named lead for each activity;</li> <li>• The timeline for staff recruitment and training;</li> <li>• The timeline and key activities to secure and set up your proposed delivery locations;</li> <li>• A narrative to expand on the Implementation Plan which: identifies all key risks (e.g. delays to securing premises, recruiting staff, IT etc.); provides a RAG (Red, Amber, Green) rating for each of these; and explains how they will be mitigated and managed, including the timeframe for doing so to ensure that service delivery will still commence on your proposed date.</li> </ul> <p><b>Please note that a page limit does not apply to the implementation plan (PDF format) to be provided at ITT Annex Z.</b></p> <p><b>Your response MUST be limited to two (2) sides of A4.</b></p>	<b>x1</b>	<b>7</b>