**General Aerospace Legal Panel (GALP)**

**Invitation to Tender**

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| Nicholas Lew and Jayne Whymark | |
| Joint Heads of Legal | |
|  | |
| [galp@trade.gov.uk](mailto:galp@trade.gov.uk) | |
|  | |
|  | Date: 5th November 2021 |

To Whom it May Concern,

**Invitation to Tender Reference Number 822.**

You are invited to Tender for the General Aerospace Legal Panel in competition in accordance with the attached document. The requirement is for a framework of external legal counsel to advise in relation to the financial support that UK Export Finance (UKEF) provides to the aerospace sector. The Department for International Trade will run this Procurement on behalf of UKEF, with UKEF serving as the contracting authority.

1. The requirement and subsequent contract shall be for a period of 48 months with no option to extend. Procurement proposals have been approved by Senior Leadership Teams across DIT and UKEF. The estimated contract value during the framework term is £40m (excl. VAT).
2. This Procurement is being carried out in accordance with the Public Contract Regulations 2015 under the Light Touch Regime. Tenderers can submit a Tender as a single legal entity, with other legal entities (to form a consortium) or with named sub-contractors.
3. This Framework is complemented by a separate existing framework for legal services in relation to transactions for the financing of Airbus aircraft jointly supported by Bpifrance Assurance Export, Euler Hermes Aktiengesellschaft and UKEF (the “Joint ECA Airbus Framework”) which is expected to remain the primary route to market for UKEF to procure legal services for such transactions.
4. The anticipated date for the contract award decision is 18th April 2022. Please note that this is an indicative date and may change.
5. The clarification period ends on 15:00 BST on the 25th November 2021. You must submit your Tender to arrive no later than 15:00 BST on the 9th December 2021.

Yours faithfully,

Nicholas Lew and Jayne Whymark

UKEF Heads of Legal

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# **SECTION 1: INTRODUCTION**

1. Introduction
   1. This Invitation to Tender is for a framework of external legal counsel to advise in relation to the financial support that UKEF provides to the aerospace sector.
   2. The full requirement is set out in Schedule 07 of this Invitation to Tender.

## Definitions

* 1. Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Schedule 06: Contract Conditions) shall have the following meanings (to be interpreted in the singular or the plural as the context requires
  2. Any reference to a statute or statutory provision is a reference to such statute or statutory provision as amended to re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

|  |  |
| --- | --- |
| TERM | MEANING |
| **“Authority”** | Means the Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance) |
| **“Conflict of Interest (COI)"** | Means any circumstance or situation where relevant staff members of the Tenderer involved in this Procurement have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement and/or affect the integrity of Contract Award and any resultant Contract. |
| **“Contract”** | Means the contractually bindng terms and conditions set out in Appendix B of this ITT to be entered into by the Authority and the successful Tenderer at the conclusion of this Procurement. |
| **“Contract Deliverables”** | Means the Services and any associated technical data which the winning Tenderer is required to provide under the Contract. |
| **“DIT”** | Means the Department for International Trade, a United Kingdom government department responsible for striking and extending trade agreements between the United Kingdom and foreign countries, as well as for encouraging foreign investment and export trade. |
| **“EIR”** | Means the Environmental Information Regulations 2004 (as amended) together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to those Regulations. |
| **“FOIA”** | Means the Freedom of Information Act 2000 (as amended) and any subordinate legislation made under that Act together with any guidance and/or codes of practice issued by the Information Commissioner or any Government Department in relation to that legislation. |
| **“GALP”** | Means the General Aerospace Legal Panel. |
| **“Invitation to Tender (ITT)”** | Means the document together with its attachments which the Authority sends out to potential Tenderers to initiate participation in the competition. |
| **“Procurement”** | Means the procurement exercise detailed in this Invitation to Tender. |
| **“Prime Contractor”** | Means the law firm that is being directly contracted by the authority under this Framework. |
| **“Services”** | Means the intangible offerings provided by an organisation to a customer in order to satisfy the specification of requirements (detailed in Framework Schedule 1). |
| **“Specification of Requirement”** | Means the detailed technical requirements and acceptance criteria of the Contract deliverables. |
| **“Tender”** | Means the formal offer that the Tenderer makes to the Authority in response to this ITT. |
| **“UKEF”** | Means the Secretary of State acting through the Export Credits Guarantee Department (operating as UK Export Finance), the United Kingdom’s export credit agency and a ministerial department of the UK government and the contracting authority for the GALP |
| **“Tenderer”** | means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a response to this ITT. |

## Part A: General

* 1. The purpose of this ITT is to invite Tenderers to propose a solution to meet the Authority’s requirement. This document explains and sets out the:
  2. Tender process and timetable for the stages of the Procurement;
  3. Instructions and conditions that govern this Procurement;
  4. Information you must include in your Tender and the required format;
  5. Specification of Requirements;
  6. Arrangements for the receipt and evaluation of Tenders; and
  7. Contract Conditions that shall apply in the event that the Authority awards a contract following this Procurement.
  8. Tenderers acknowledge and agree that nothing contained within this ITT shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement.
  9. Tenderers are responsible for ensuring that they understand the requirements for this Procurement. If any information is unclear or if a Tenderer considers that insufficient information has been provided, Tenderers should raise a clarification with the Authority in accordance with Section 3 Part I to this ITT.
  10. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender and that prices quoted are arithmetically correct for the units stated.

## Part B: Disclaimer

* 1. Whilst the information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Authority have been prepared in good faith. The Authority does not warrant that this information is comprehensive or that is has been independently verified. Neither the Authority nor its representatives accepts any liability for the information contained in this ITT or any information provided by the Authority relating to this Procurement and shall not be liable for any loss or damage arising as a result of this ITT.
  2. Any Tenderer considering entering into contractual relationships with the Authority should make its own investigations and independent assessment of the Authority.

## Part C: Contract Conditions

* 1. The Contract conditions attached at Schedule 06 to this ITT shall apply.

## Part D: Tender Expenses

* 1. The Tenderer shall bear all costs associated with preparing and submitting your Tender. If the Tender process is terminated or amended by the Authority, the Authority shall not reimburse you for any costs, expenditure, work or effort you have incurred in participating in this Procurement

## Part E: E-Tendering

* 1. The Authority is using e-Tendering for this Procurement. Jaggaer is the DIT’s e-Tendering platform. It can be accessed via your web browser at <https://uktrade.app.jaggaer.com/web/login.html>. If there is any conflict between the information set out in this ITT and associated documents and the information displayed in the Authority’s e-Tendering platform (Jaggaer), the information set out in this ITT shall take precedence.
  2. Unless otherwise stated in this ITT or in writing by the Authority, all communications from Tenderers and the Authority during the Procurement must be made using the Authority’s e-Tendering platform (Jaggaer). The Authority shall not respond to communications made by other means and Tenderers should not rely on communications from the Authority unless they are made through the Authority’s e-Tendering platform (Jaggaer).
  3. If a Tenderer experiences technical difficulty with the Authority’s e-Tendering Platform (Jaggaer), the Tenderers shall contact the e-Tendering platform (Jaggaer) helpdesk. The Tenderer shall also inform the Authority of technical difficulties via email to [GALP@trade.gov.uk](mailto:GALP@trade.gov.uk).

# **SECTION 2: KEY DATES**

1. The key dates for this procurement are currently anticipated to be as follows.[[1]](#footnote-2) :

|  |  |  |  |
| --- | --- | --- | --- |
| STAGE | DATE AND TIME | INITIATED BY | SUBMIT TO: |
| Prior Information Notice published on Contracts Finder & Official Journal of the European Union | 04/01/2021 | The Authority | N/A |
| Invitation to Supplier Engagement Event(s) | 09/02/2021 | The Authority | All Tenderers |
| Date for Confirmation of attendance at Supplier Engagement Event(s) | 17/02/2021 | Tenderers | The Authority |
| Invitation to Tender (ITT) issued | 16:30  05/11/2021 | The Authority | Tenderers |
| Deadline for Clarification Questions / Requests for additional informaiton. | 15:00  25/11/2021 | Tenderers | The Authority |
| The Authority issues Final Clarification Questions Answers | 15:00  30/11/2021 | The Authority | All Tenderers |
| ITT Submission Deadline | 15:00  09/12/2021 | Tenderers | The Authority |
| Stage 1 Evaluation | 13/12/2021 – 27/12/2021 | The Authority |  |
| Notification of deselection due to Fail of Mandatory Criteria | 28/12/2021 | The Authority | All Tenderers |
| Stage 2 Evaluation | 29/12/2021 – 21/01/2022 | The Authority |  |
| Notification of deselection/invitation to Tenderer Interviews | w/c 24/01/2022 | The Authority | All Tenderers |
| Stage 3 Tenderer Interviews | 16/02/2022 – 25/02/2022 | The Authority | All Tenderers |
| Stage 3 Evaluation | 28/02/2022 – 04/03/2022 | The Authority |  |
| Contract Award Notification and Standstill Period | 18/04/2022 – 06/05/2022 | The Authority | All Tenderers |
| Contract Award | 12/05/2022 | The Authority | The Winning Tenderers |
| Contract Commencement | 30/05/2022 | The Winning Tenderers | N/A |

# **SECtION 3: TENDER PREPARATION AND SUBMISSION**

1. By submitting a Tender, Tenderers agree:
   * 1. to be bound and accept the terms and conditions set out in this ITT; and
     2. that if the Authority accepts the Tender in writing, the Tenderer shall execute the Contract in the form set out in Schedule 6.
   1. The Authority may withdraw, terminate, or amend the Procurement or this ITT at any time. Any amendment to the Procurement or this ITT shall be notified in writing to Tenderers. The Authority shall reissue the procurement documents before the Tender deadline and may, at its discretion or (where applicable) in accordance with the Public Contract Regulations 2015, extend the deadline for the submission of responses and / or any other stages of the Procurement for amendments.

## Part A: Tenders for Selected Contract Deliverables

* 1. Tenderers must Tender for all the Contract Deliverables listed in the Specification of Requirements. The Authority reserves the right to reject Tenders where Tenderers have not Tendered for all the Contract Deliverables.

## Part B: Construction of Tenders

* 1. The Tender must be written in English (UK) language with Calibri 11-point font and 2.54cm margins (where applicable). The Tender and accompanying documents must be compatible with Microsoft Office Word and other Microsoft Office applications.
  2. The Tender must comply with any additional criteria specified in Section 5 Part D of this document.

## Part C: Tender Validity

* 1. It is a condition of Tendering that all Tenderers holds their Tender open for acceptance for one hundred and eighty (180) calendar days from the ITT submission deadline.
  2. If successful, the winning Tender must be open for acceptance for a further thirty (30) calendar days. This period starts on the day the Authority announces its decision to award the Contract to the winning Tenderer in accordance with the Tender. In the event legal proceedings are instigated, challenging the award of the Contract, prior to entry into Contract, it is a condition of this ITT that the winning Tenderer holds their Tender open for acceptance during the period following the instigation of legal proceedings and up to fourteen (14) calendar days after the result of the legal proceedings

## Part D: Variant Tenders

* 1. A variant Tender is a Tender that offers an alternative approach to, or method of, meeting the Authority’s requirements as set out in this ITT and associated documents. Where the Tender evaluation has a pass/fail for the Contract Conditions the Authority may reject the Tender on the grounds of additional or alternative Contract Conditions.
  2. The Authority shall not accept or evaluate any Variant Tenders for this Procurement.

## Part E: Submission of Tender

* 1. Tenders must be uploaded onto DIT’s e-Tendering platform (Jaggaer) by the time and date stated in the covering letter to this ITT and Schedule 5. The Authority reserves the right to reject any Tender received after the stated date and time.
  2. Tenderers must complete all parts of the response form in the Authority’s e-Tendering platform (Jaggaer) in accordance with the instructions therein. Tenders shall be checked for completeness and only compliant Tenders shall be evaluated.
  3. Tenderers must not exceed stipulated page/word limits or include attachments not requested. The Authority shall disregard attachments which have not been requested any part of the Tender which goes beyond defined page/word limits.
  4. Samples are not required for this Procurement.
  5. The written Tender and Stage 3 Interview shall be the only sources of information used by the Authority to evaluate Tenders. The Authority shall only take account of information which is specifically asked for in this ITT.

## Part F: Pricing

* 1. Prices must be submitted in £GBP, exclusive of VAT. This includes if overseas subcontractors form any element of the submitted Tender.
  2. Pricing will be evaluated based on maximum Framework rates and the Contract shall be awarded as firm prices and shall be paid according to the Specification of Requirements and any Call Off Contract entered into.
  3. The pricing schedule within the Authority’s e-Tendering platform (Jaggaer) identifies the minimum level of information required.
  4. If the Authority believes that any element of pricing submitted is abnormally low it will conduct a further analysis of the offer in accordance with Regulation 69 of Public Contract Regulations 2015.
  5. The Authority reserves the right to treat any Tender which is caveated by reference to the UK’s relationship with the EU and/or COVID-19 as non-compliant and, as with any procurement exercise, a Tenderer in submitting its prices for evaluation does so in acceptance of all business risks and circumstances arising from time to time.

## Part G: Sub-Contracting

* 1. All information requested in the Tender should be given in respect of the Prime Contractor.
  2. Where the Tenderers propose to use sub-contractors to deliver some or all of the requirement, the Tenderer must complete the Tenderers Sub-Contracting Information Form at Schedule 1.
  3. The Authority recognises that arrangements in relation to sub-contracting may be subject to change and may not be finalised until a later date. The Tenderer shall inform the Authority immediately of any changes to the supply chain following Tender submission.

## Part H: Consortia

* 1. Where a Tenderer is submitting a Tender as part of a proposed consortium, the Tenderer must complete the Tenderers Consortium Information Form at Schedule 2.
  2. In accordance with Regulation 19(6) of Public Contract Regulations 2015, the Authority may require a successful consortium to form a separate corporate entity.
  3. All members of the consortium shall be required to provide the information required in the Tender as part of a single composite response to the Authority.
  4. The Authority recognises that arrangements in relation to a consortium may be subject to change and may not be finalised until a later date. Tenderers shall Tender on the basis of envisaged arrangements. The Tenderer shall inform the Authority immediately of any changed to the consortium following Tender submission.

## Part I: Clarifications

* 1. Tenderers may raise questions or seek clarification regarding any aspect of this Procurement prior to the clarification deadline (as set out in Section 2 of this document). The Authority shall respond to all reasonable clarifications submitted prior to the clarification deadline as soon as possible but cannot guarantee a minimum response time.
     1. Any questions or clarifications that Tenderers wish to submit must be made via the Jaggaer portal.
  2. If a Tenderer believes that a clarification request is commercially sensitive or that publishing the clarification with the Authority’s response would reveal confidential information, disclosure of which would be detrimental to the Tenderer, the Tenderer shall notify the Authority, giving such supporting information as the Authority may require. The Tenderer must clearly state that the clarification is sensitive and provide a justification upon submission. If the Authority considers the clarification and response is not commercially sensitive or all Tenderers may benefit from its disclosure the Authority will notify the Tenderer. The Tenderer shall have two (2) working days of the notification to withdraw their clarification. If the clarification is not withdrawn the clarification request and Authority’s response will be published to all Tenderers
  3. The Authority may not respond to a clarification or publish it where the Authority considers that the response may prejudice the Authority’s commercial interests. In such circumstances, the Authority will inform the Tenderer of its view.
  4. The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tender and/or to request additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond within the timescales specified and/or to provide an adequate response to such a request may result in the Tender being rejected.

## Part J: Changes to Responses

* 1. Tenderers may modify their submitted Tenders at any time prior to the Tender submission deadline. Tenders submitted before the Tender deadline shall remain unopened until the Tender deadline or such time thereafter when all Tenders shall be opened together.
  2. Tenderers may withdraw their response at any time by submitted a notice via the Authority’s e-Tendering platform (Jaggaer).

# **SECTION 4 – CONDITIONS OF TENDERING**

1. By issuing this Tender, communicating with a Tenderer or any other communication in respect of this Procurement, the Authority shall not be bound to accept any Tender or award any Contract.
   1. The Authority reserves the right to:
      1. seek clarification of any aspect of a Tender and/or request additional information in respect of Tenderers submission;
      2. disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions set out in this ITT;
      3. disqualify any Tenderer for the provision of false, inaccurate or misleading information;
      4. withdraw or terminate this ITT/Procurement at any time. Any withdrawal or termination shall be notified in writing to all Tenderers;
      5. choose not to award any contract as a result of the current Procurement;
      6. ask for an explanation of the costs or price proposed in the Tender where the Tender appears to be abnormally low.
   2. The contract shall be entered into when the Authority sends written notification of its entry into the contract.
   3. The Authority shall not provide any references in relation to services received from any external organisation.

## Part A: Conforming to the Law

* 1. Tenderers must comply with all applicable EU and UK legislation and any applicable legislation in a third state, including but not limited to the UK Competition Act 1998; the UK Bribery Act 2010, applicable and any equivalent legislation in a third state.
  2. Tenderers attention is drawn to legislation relating to the canvassing of a public official, collusive behaviour and bribery. If Tenderers act in breach of this legislation, Tenderers may be disqualified from this Procurement. Disqualification will be without prejudice to a civil remedy available to the Authority or any criminal liability that your conduct may attract.
  3. Tenderers attention is drawn to the Agency Workers Regulations 2010. The Tenderer shall fully indemnify the Authority for any claims instituted in any court or tribunal, the legal costs of defending such claims and reimburse for any monetary awards given in regards to any actions brought under the Agency Workers Regulations 2010 against the Authority, by any agency worker engaged by the Tenderer to supply the Services to the Authority.
  4. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

## Part B: Intellectual Property Rights

* 1. The Tenderer grants the Authority an irrevocable, perpetual, non-exclusive license to copy, amend and reproduce any intellectual property contained within its Tender for the purposed of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority’s business activities. This license shall also permit the Authority to sublicence the use of the Tender to its advisers or sub-contractors for the same purpose.

## Part C: Changes to a Tenderers Circumstances

* 1. The Authority may:
     1. Reject a Tender if there is a subsequent change of identity, control, financial standing or other factor throughout any point during this Procurement;
     2. Revisit information contained in a Tender at any time to take account of subsequent changes to a Tenderers circumstances; or
     3. Require a Tenderer to certify that there has been no material change to the information submitted in their Tender at any point during this Procurement. Failure to do so, may result in the rejection of the Tender on the grounds of non-compliance.

## Part D: Confidentiality

* 1. The contents of this ITT, associated documents or information provided by the Authority are provided on condition that they remain the property of the Authority and are kept confidential. The Tenderer shall take all necessary precautions to ensure that they remain confidential and are not disclosed, save as described below.
  2. Tenderers may disclose information relating to the Procurement to their advisers and sub-contractors in the following circumstances:
     1. disclosure is for the purpose of enabling a Tender to be submitted and the recipient of the information undertakes in writing to keep it confidential on the same terms as the Tenderer;
     2. the Authority gives prior consent in writing to the disclosure;
     3. the Tenderer is legally required to disclose the information.
  3. When providing details as part of a Tender, Tenderers agree to waive any contractual or other confidentiality rights and obligations associated with these contracts.
  4. The Authority reserves the right to, but is not obliged to, contact any named customer contact given as a reference or otherwise referred to as part of a Tender. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.
  5. Subject to Section 3 Part E to this ITT, the Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact.
  6. In addition to the provisions of Section 3 Part E to this ITT, Tenderers agree and acknowledge that the Authority may use third parties in the course of its evaluation of Tenders. The Authority may disclose information contained therein to such third parties for the purposes of the Authority’s Tender Evaluation

## Part E: Publicity Announcements, Transparency, Freedom of Information ACT (FOIA) and Environmental INFORMATION Regulations (EIR)

* 1. Tenderers acknowledge that there may be circumstances in accordance with the FIOA and the EIR, where the Authority may be required to disclose information submitted to it by a Tenderer in addition to any other transparency obligation identified within this ITT. If a Tenderer considers any information to be commercially sensitive or of a confidential nature, then Tenderers must complete the Tenderers Commercially Sensitive Information Form (Schedule 03). The Authority will endeavour, in accordance with the FOIA Code of Practice and/or Section 45 of the EIR and to the extent that it is lawful for the Authority to do so, where practicable, consult the Tenderer before publishing or disclosing information under the FOIA and/or the EIR to establish whether an exemption may apply.
  2. If a Tenderer receives a request for information relating to this Procurement under the FOIA or the EIR during the Procurement, this should be immediately passed on to the Authority and the Tenderer should not respond to the request without first consulting the Authority.
  3. Tenderers must be aware that the Authority shall publish notification of the Contract award and shall publish the contents of any resultant Contract. Before publishing the contract, the Authority shall redact any information which is exempt from disclosure under the FOIA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of any person.
  4. No Tenderer shall undertake any publicity activities in relation to this Procurement without the prior written agreement of the Authority, including the format and content of any publicity. Tenderers should not, before the Authority has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Tender for this Procurement.
  5. Under no circumstances should Tenderers confirm to any third party the Authority’s acceptance of an offer of contract prior to either informing the Authority of your acceptance or the Authority’s announcement of the award of contract, whichever occurs first.
  6. All Central Government Departments, their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, the Authority may disclose within Government any of the Tenderer’s documents and information (including any that the Tenderer considers to be confidential and/or commercially sensitive) provided in its Tender. The information will not be disclosed outside Government during the Procurement. Tenderers consent to these terms as part of the Procurement.
  7. Following the procurement, the Authority reserves the right to disclose any documents or information to the extent that the Authority deems disclosure to be necessary or appropriate in connection with carrying out its public functions and duties. Disclosure may also be required by applicable law or regulation, as well as to the National Audit Office

## Part F: Conflict of Interest

* 1. You must inform the Authority immediately of any conflict of interest (COI) that have arisen or that arise at any point during this Procurement. Tenderers must remain alert to COI and update the Authority if any new circumstance or information arises or changes. Failure to do so and/or manage COI effectively may result in a Tenderers disqualification from this Procurement.
  2. Where there is an existing or potential COI Tenderers must include a proposed statement with their Tender detailing how the COI will be managed.
  3. As a minimum Tenderers COI statements must include:
     1. Details of the COI;
     2. Roles and responsibilities;
     3. Standards for integrity and fair dealing;
     4. Levels of access to and protection of competition sensitive information
     5. Confidentiality/Non-Disclosure Agreements
     6. The Authority’s rights of audit; and
     7. Physical and managerial separation.
  4. In the event a Tender is accepted, any COI Statements shall become part of the Contract and shall be legally binding.

## Part G: Standstill

* 1. The Authority is obliged under certain circumstance to allow a space of ten (10) calendar days between the date of dispatch of notice to Tenderers before entering into a contract, known as the standstill period. The standstill period ends at midnight at the end of the 10th day after the date the contract award notification letters have been issued. Where this is not a working day, this will extend to midnight at the end of the next working day.

## Part H: Cyber Essentials

* 1. The Cyber Essentials Scheme (CES) has been a mandatory requirement for Tenderers with contracts involving sensitive or personal information since 01 October 2014. Tenderers can view details of CES at <https://www.gov.uk/government/publications/cyber-essentials-scheme-overview>. Tenderers shall hold Cyber Essentials Certification as a minimum on all Government Contracts awarded which include in the transfer of identifiable data/information.
  2. The Authority has conducted a Cyber Risk Assessment to identify the level of cyber risk to this requirement. It has been identified that Cyber Essentials is required as a minimum.
  3. Where the Prime Contractor intends to sub-contract any part of the requirement, the level of cyber risk identified must be transferred through the supply chain. No sub-contract can be awarded until it has demonstrated to the Prime Contractor that it has met the minimum standards required.
  4. The winning Tenderer shall only be awarded the Contract(s) if they are able to demonstrate they can be certified by Cyber Essentials upon contract commencement. Tenderers must demonstrate in their Tender how this will be achieved or provide evidence of current certification.
     1. In lieu of the Cyber Essentials Scheme, ISO 27001 certificate has been deemed an acceptable level of cyber security as an alternative if the Tenderer does not possess Cyber Essentials Scheme.

## Part I: Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)

* 1. Tenderers should determine whether they believe the TUPE applies to this Procurement. Notwithstanding this, Tenderers will note that it is the Authority’s view that TUPE is not likely to apply if this Procurement results in a contract being awarded, although the Authority is not liable for this opinion.
  2. It is the responsibility of the Tenderer to take their own advice and consider whether TUPE is likely to apply in the particular circumstances of the Contract and to act accordingly. The Tenderer is encouraged to carry out its own due diligence exercise.

# **SECTION 5 – TENDER EVALUATION**

## Part A: Tender Evaluation Criteria

1. Tenders shall be evaluated by a panel appointed by the Authority.
   1. Each panel member shall undertake an independent evaluation. There shall be a minimum of two (2) commercial officers evaluating the Qualification and Commercial criteria and a minimum of two (2) technical experts evaluating the Technical criteria. Once evaluation of a stage is complete, a moderation meeting shall be held where the panel shall reach a consensus on the results.
   2. Tenders shall be evaluated using the Most Economically Advantageous Tender (MEAT) methodology. This is where the Authority assesses a Tender based on a combination of commercial, technical and price elements. The Authority shall award the Contract to the Tenderer which submits the highest scoring Tender.
   3. The MEAT ratio for this Tender is as follows:

|  |  |
| --- | --- |
| **Award Criteria** | **Weighting** |
| **Qualification**  Minimum standards that must be met in order to take part in the Procurement. | Pass/Fail  Form of Tender  Selection Questionnaire |
| **Technical**  Specialist criteria that will be assessed by evaluators to determine capability for Tenderers to deliver on requirements under the GALP framework. | 85%  Written Technical 45%,  Tenderer Interview 30%  Social Value 10% |
| **Commercial**  Any element of the Tender that relates to proposed rates from the Tenderer. | 15%  Price 15% |

* 1. The evaluation process will comprise of 3 separate stages. There will be a moderation meeting following each stage to determine each Tenderers score.
  2. The final score used for award will be calculated by combining the moderated scores for each of the Technical and Commercial criteria, of which the 8 highest scoring Tenderers will be awarded a place on the Framework.
  3. The Tender Submission Deadline outlined in Section 2 of this document is the deadline for all elements of the Tender excluding responses to the ‘Tenderer Interview’ questions.
     1. Details of areas to be evaluated at interview stage will be provided 48hrs prior to the scheduled interview time, to those Tenderers that are successful in proceeding to stage 3.

## Part B: Tender Evaluation Process

* 1. The 3 stages that form this evaluation are shown in the table below:

|  |  |
| --- | --- |
| **Stages** | **Breakdown** |
| Submission of selection questionnaire, form of Tender, written technical, social value & price in accordance with section 2.1 of this document. | |
| **Stage 1** | **Selection Questionnaire**  **Form of Tender** |
| Tenderers must Pass Stage 1 in order to be evaluated at Stage 2.  Any Tenderers that are unsuccessful at Stage 1 will be notified via email and excluded from further participation in the Procurement. | |
| **Stage 2** | **Written Quality**  **Social Value** |
| Moderation, Top 12 ranked Tenderers will be invited to Stage 3.  Any Tenderers that are unsuccessful at Stage 2 will be notified via email and excluded from further participation in the Procurement.  Should there be a tie in scores for 12th place, the Authority reserves the right to interview more than 12 Tenderers | |
| **Stage 3** | **Tenderer Interview**  **Price** |
| Moderation of Tenderer Interview evaluation – combination of scores awarded to each Tenderer from Stage 2 & 3 | |
| Top 8 ranked Tenderers will be awarded a place on the Framework | |

* 1. The stages that form this evaluation are displayed in further detail below. Each stage is broken down into the individual criteria that will form the overall score for that stage.
  2. Stage 1 breakdown

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage 1** | **Selection Criteria** | **Element Weighting** | **Criteria Weighting** |
| **Qualification** | Selection Questionnaire | Pass/Fail | Pass/Fail |
| Form of Tender | Pass/Fail | Fail/Fail |
|  |  | Stage 1 | Pass/Fail |

* 1. Stage 1 Evaluation & Deselection

|  |
| --- |
| **Evaluation & Deselection** |
| Tenderers Selection Questionnaires & Forms of Tender will be marked to ensure compliance with mandatory requirements as detailed in Schedule 5 of this document. |
| Tenderers must Pass Stage 1 in order to continue to the remaining evaluation stages |
| Tenderers that do not meet the requirements of Stage 1 will be notified by email and will be excluded from further participation. |

* 1. Stage 2 breakdown

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stage 2** | **Award Criteria** | **Element** | **Element Weighting** | **Criteria Weighting** |
| **Technical** | Technical – Written | Written Response Q1 | 13.50% | 45.00% |
| Written Response Q2 | 9.00% |
| Written Response Q3 | 13.50% |
| Written Response Q4 | 9.00% |
| Social Value | Social Value Q1 | 2.50% | 10.00% |
| Social Value Q2 | 2.50% |
| Social Value Q3 | 2.50% |
| Social Value Q4 | 2.50% |
|  |  |  | Stage 2 | 55.00% |

* 1. Stage 2 Evaluation, Moderation & Deselection

|  |
| --- |
| **Evaluation, Moderation & Deselection** |
| Responses to each element will be evaluated by each member of UKEF evaluation team. |
| UKEF evaluation team will then have a moderation meeting to determine final Stage 2 scores. |
| Tenderers will then be ranked by score.  The 12 highest scoring Tenderers will be invited to take part in Stage 3, Tenderer Interviews  *Should there be a tie in scores for 12th place, the Authority reserves the right to interview more than 12 Tenderers.* |

* 1. Stage 3 breakdown

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Stage 3** | **Award Criteria** | **Element** | **Element Weighting** | **Criteria Weighting** |
| **Technical** | Technical - Tenderer Interview | Tenderer Interview Q1 | 7.50% | 30.00% |
| Tenderer Interview Q2 | 7.50% |
| Tenderer Interview Q3 | 7.50% |
| Tenderer Interview Q4 | 7.50% |
| **Commercial** | Price | Rate Card | 15.00% | 15.00% |
|  |  |  | Stage 3 | 45.00% |

* 1. Stage 3 Evaluation & Moderation

|  |
| --- |
| **Evaluation & Moderation** |
| Responses to quality each element of stage 3 will be evaluated by each member of UKEF evaluation team. |
| UKEF evaluation team will then have a moderation meeting to determine final Stage 3 scores. |
| Pricing will be evaluated by the commercial officers and combined with the quality scores. |

* 1. Final Score & Contract Award

|  |
| --- |
| **Award** |
| Stage 2 and Stage 3 scores will then be combined to produce a final score which will be used to determine final award of places on the framework panel.  Final Award Criteria weightings will therefore be calculated as below:  **Stage Final %**  *Technical – Written = 45%*  *Social Value =10%*  *Tenderer Interviews =30%*  *Price =15%* |
| Tenderers will then be ranked by score.  The 8 highest scoring Tenderers will be offered a place on the GALP. |

## Part C: Tender Scoring Method

* 1. Any Qualification elements shall be evaluated as Pass/Fail and any Technical/Commercial elements shall be given a score. For all scored technical elements, the following scoring methodology shall be applicable. The percentage weighting assigned to each element indicate the relative importance of the question in the overall evaluation.

|  |  |  |
| --- | --- | --- |
| **Score** | **Quality** | **Description** |
| 0 | Poor Response | None to very limited evidence provided to support that the Tender meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement. |
| 25 | Minimal Response | Limited evidence to support that the Tender meets the requirement, with major concerns leading to the conclusion of a very low level of confidence that the Tenderer can meet the requirement. |
| 50 | Acceptable Response | Acceptable evidence provided to support that the Tenders meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement. |
| 75 | Good Response | Good evidence provided to support that the Tender meets the entire requirement leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement. |
| 100 | Excellent Response | Comprehensive evidence provided to support that the Tender fully meets and/or exceeds the requirement, leading to the conclusion of a very high level of confidence that the Tenderer can meet the requirement. |

* 1. Tenderers shall not cross-refer to answers given elsewhere in a Tender. Tenderers shall answer each question so that it acts as a stand-alone answer. Tenderers may need to repeat certain information in answer to different questions if required
  2. Pricing Evaluation
     1. Pricing for this Tender will be submitted in the form of an hourly rate for each of the 6 specified legal grades.
     2. Each grade will have a weighting applied to it, which the rate provided will be multiplied against. This has been done to reflect the anticipated workload for each legal grade specified.

|  |  |  |  |
| --- | --- | --- | --- |
| Legal Grade | Hourly Rate (£) | Weighting | Weighted Hourly Rate |
| 1 – Senior Partner |  | 0.85 |  |
| 2 – Junior Partner |  | 0.85 |  |
| 3 – Senior Associate |  | 1.25 |  |
| 4 – Associate |  | 1.25 |  |
| 5- Junior Associate |  | 1.25 |  |
| 6 – Paralegal/Trainee |  | 0.70 |  |
| Average Weighted Hourly Rate |  | | |

* + 1. A mean average of the weighted rates will then be calculated across all 6 grades to produce a Tenderer Average Hourly Rate that will be compared to all other Tenderers to produce an overall price score.
       1. The Tender Average Hourly Rate will be calculated as per the formula below:

|  |  |  |  |
| --- | --- | --- | --- |
| Tenderer Average Hourly Rate |  | **=** | **\_\_\_∑**Tenderer’s Legal Grades weighted hourly rates\_\_\_ |
|  | 6 (*number of Legal Grades being evaluated*) |

* + - 1. An example calculation of a Tenderer’s Average Hourly Rate can be seen below:

|  |  |  |  |
| --- | --- | --- | --- |
| Legal Grade | Hourly Rate (£) | Weighting | Weighted Hourly Rate |
| 1 – Senior Partner | *£ 387.00* | 0.85 | *£ 328.95* |
| 2 – Junior Partner | *£ 360.00* | 0.85 | *£ 306.00* |
| 3 – Senior Associate | *£ 297.50* | 1.25 | *£ 371.88* |
| 4 – Associate | *£ 255.00* | 1.25 | *£ 318.75* |
| 5- Junior Associate | *£ 176.00* | 1.25 | *£ 220.00* |
| 6 – Paralegal/Trainee | *£ 132.00* | 0.70 | *£ 92.40* |
| Average Weighted Hourly Rate | ***£ 273.00*** | | |

* + 1. The total Commercial score, which represents 15% of the final 100% score shall be calculated based on the Lowest Tender Average Price gaining the full 15% award with the remaining marks allocated based on:

|  |  |  |
| --- | --- | --- |
| Score = | \_\_Lowest Tender Average Hourly Rate\_\_ | x15% |
| Tender Average Rate |

* + - 1. For example if three Tenders are received and Tenderer A has quoted £300 as their Average Hourly Rate, Tenderer B has quoted £500 and Tenderer C has quoted £600 then the calculation will be as follows:

Tenderer A score = (£300/£300) x 15% (maximum % score available) = 15%

Tenderer B score = (£300/£500) x 15% (maximum % score available) = 9%

Tenderer C score = (£300/£600) x 15% (maximum % score available) = 7.5%

## Part D: Tender Submissions

* 1. Tenders shall comprise of the following:

|  |  |
| --- | --- |
| **1.0 Qualification Criteria** | |
| **1.0.1 – Form of Tender** | Total weighting: Pass/Fail |
| (ITT Schedule 04)  Tenderers shall print, sign, scan and upload to Jaggaer along with your Tender submission | |
| Additional comments | |
| Please upload response with the file name “[Insert Company Name]-Form of Tender”. | |
| **1.0.2 – Selection Questionnaire** | Total weighting: Pass/Fail |
| (ITT Schedule 05)  This stage is designed to select Tenderers who are capable of meeting the requirement | |
| **Additional comments** | |
| In the event of a Tenderer failing to meet the requirements of a mandatory pass/fail criteria, the Authority shall exclude the Tenderer from any further participation in the competition.  Please upload response with the file name “[Insert Company Name]-Selection Questionnaire”. | |

|  |  |
| --- | --- |
| **2.0 Technical Criteria – Written Response Questions** | |
| **2.0.1 – Written Response Q1** | Total weighting: 13.50% |
| UKEF has not previously supported pre-delivery payment (PDP) financings for commercial jet aircraft. How would you go about advising UKEF and what factors would your advice consider to determine whether and how to provide Export Credit Agency guarantee support for such financing, including by reference to transaction structure, other legal and commercial risks and the legal framework within which UKEF operates? You should consider how your knowledge of other Export Credit Agency structures and approaches may be applied to assist the assessment of relevant risks and potential mitigants.  The Tenderers response should be structured with reference to the following Mandatory Specialisms as detailed in Framework Schedule 1, Section 6.5.  4. Aviation Finance and International Law  8. International law and UKEF’s statutory framework | |
| Tender responses shall be assessed against the following criteria: | |
| Explain how you would approach your advice on the above to ensure the following criteria have been met  Quality of Legal Solution  Articulating the scope & structure of advice required for the transaction in question  Identification of high-level public law considerations relevant to UKEF  Risk Management  Clear identification of structural, legal, and commercial risks and mitigants and feeding this into advice provided  Comparison of risks and mitigants to ECA structures and approaches  Communication  Evidence of ability to distill complex issues and solutions in clear advice/guidance  Shaping of advice to align with client’s desired outcomes with appropriate level of detail for relevant audience  Commercial Awareness  Evidence of awareness of key market drivers in the sector of work and development of legal advice with these in mind | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-WRQ1”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 13,500 characters not including spaces. Any characters above this limit will not be evaluated. | |
| **2.0.2 – Written Response Q2** | Total weighting: 9.00% |
| Please tell us how you would approach acting for UKEF on an aircraft financing involving a capital markets or Islamic finance structure, demonstrating the ability to provide strategic and innovative input to advise and manage your client’s risk. How would you arrive at your recommendations and what options would you consider (in each case, with reference to your representative previous experience)?  The Tenderers response should be structured with reference to the following Mandatory Specialisms as detailed in Framework Schedule 1, Section 6.5.  5. Capital Markets, Derivatives & Hedging  7. Islamic Finance | |
| Tender responses shall be assessed against the following criteria: | |
| Explain how you would approach your advice on the above to ensure the following criteria have been met  Strategic and innovative input  Evaluation of options and engagement with experts  Demonstration of innovative approaches and evidence of their workability  Risk management  Demonstration of client’s priorities in relation to risks surrounding advice  Identification of structural, legal and commercial risks and mitigants  Communication  Evidence of ability to distill complex issues and solutions in clear advice/guidance  Shaping advice to align with client’s desired outcomes with appropriate level of detail for relevant audience  Commercial Awareness  Understanding of market drivers in the sector of work and development of legal advice with these in mind  Critical thinking/adaptability  Incorporating evidence/data before committing to decisions  Pre-emptive identification of factors helping/hindering the client’s decisions  Demonstrating the ability to re-evaluate and adjust thinking based on new information | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-WRQ2”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 10,200 characters not including spaces. Any characters above this limit will not be evaluated. | |
| **2.0.3 – Written Response Q3** | Total weighting: 13.50% |
| Please describe the approach you would take if you were undertaking simultaneous action for asset recovery and/or maintenance of asset value in respect of multiple commercial jet aircraft, acting for creditor(s) and/or lessors in respect of secured aircraft finance transactions and/or aircraft leases, respectively. How would you structure your team and allocate tasks to provide an effective response (in each case, with reference to your representative previous experience)?  The Tenderers response should be structured with reference to the following Mandatory Specialisms as detailed in Framework Schedule 1, Section 6.5.  9. Workouts, restructurings, bankruptcy & insolvency  10. Dispute resolution | |
| Tender responses shall be assessed against the following criteria: | |
| Explain how you would approach your advice on the above to ensure the following criteria have been met  Mobilisation and Team Management  Evidence of planning, preparation, and coordination  Clear ability to collaborate within firm and externally (i.e. with client or third parties) when appropriate  Working to pressurised deadlines  Ensuring the mobilisation of sufficient resource  Evidence of identifying key priorities  Demonstrates the ability to react to developing situations  How the firm ensured maintenance of quality output  Conflict Management  Clear understanding of cumulative impact of individual pieces of advice  Evidence of innovative/alternative resolution techniques  People Management  Shows ability to lead clients in identification and realisation of solutions  Demonstration of resilience in interactions with parties  Collaboration  Development of legal advice with understanding of the aircraft finance and leasing sector and working well with other market participants  Anticipation of other parties’ likely approaches based on market knowledge | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-WRQ3”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 13,500 characters not including spaces. Any characters above this limit will not be evaluated. | |
| **2.0.4 – Written Response Q4** | Total weighting: 9.00% |
| Please describe the approach you would take if you were acting for a financier or ECA in relation to a sanctions or regulatory issue in relation to an aircraft finance transaction. In this situation, please outline the pertinent legal risks and how you would mitigate these risks (in each case, with reference to your representative previous experience)? How, if at all, do you think your advice might have differed if you had been acting for UKEF on the transaction?  The Tenderers response should be structured with reference to the following Mandatory Specialisms as detailed in Framework Schedule 1, Section 6.5.  6. Sanctions and financial regulation | |
| Tender responses shall be assessed against the following criteria: | |
| Explain how you would approach your advice on the above to ensure the following criteria have been met  Quality of Legal Solution  Articulating the scope & structure of advice required for the transaction in question  Collaboration within firm and externally, if relevant, to ensure all relevant considerations are identified  If appropriate, drawing on related/transferable experience to deliver advice  Identification of key differences (if any) if UKEF had been involved  Risk management  Understanding of client’s needs  Identification of structural, legal and commercial risks and mitigants  Relating risks and mitigants to ECA approaches  Communication  Evidence of ability to distill complex issues and solutions in clear advice/guidance  Shaping of advice to align with client’s desired outcomes with appropriate level of detail for relevant audience  Commercial Awareness  Evidence of awareness of key market drivers in the sector of work and development of legal advice with these in mind | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-WRQ4”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 10,200 characters not including spaces. Any characters above this limit will not be evaluated. | |

|  |  |
| --- | --- |
| **2.1 Social Value** | |
| **2.1.1 – Social Value Q1 - Equal opportunity** | Total weighting: 2.50% |
| What initiatives will your firm continue to develop during the course of the GALP to reduce the disability employment gap e.g. through demonstrating actions to increase representation of disabled people in workforce? | |
| Tender responses shall be assessed against the following criteria: | |
| Demonstrable action to increase the representation of disabled people in the contract workforce.  Support disabled people in developing new skills relevant to the contract, including through training schemes that result in recognised qualifications  Influence staff, suppliers, customers and communities through the delivery of the contract to support disabled people. | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-SVQ1”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 3,400 characters not including spaces. Any characters above this limit will not be evaluated. | |
| **2.1.2 – Social Value Q2 - Equal opportunity** | Total weighting: 2.50% |
| What schemes will your firm champion to tackle workforce inequality and ensure in-work progression to help people – especially those from disadvantaged and/or minority groups – to progress their careers and develop new skills relevant to work related to the GALP?? | |
| Tender responses shall be assessed against the following criteria: | |
| Demonstrable action to identify and tackle inequality in employment, skills and pay in the contract workforce.  Support in-work progression to help people, including those from disadvantaged or minority groups, to move into higher paid work by developing new skills relevant to the contract.  Demonstrable action to identify and manage the risks of modern slavery in the delivery of the contract, including in the supply chain. | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-SVQ2”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 3,400 characters not including spaces. Any characters above this limit will not be evaluated. | |
| **2.1.3 – Social Value Q3 – Well-being** | Total weighting: 2.50% |
| Please give an overview, providing relevant examples, of initiatives your firm will put in place to improve staff on health & well-being (both physical and mental health) during the term of GALP? | |
| Tender responses shall be assessed against the following criteria: | |
| Demonstrable action to support health and wellbeing, including physical and mental health, in the contract workforce.  Influence staff, suppliers, customers, and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-SVQ3”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 3,400 characters not including spaces. Any characters above this limit will not be evaluated. | |
| **2.1.4 – Social Value Q4 – Tackling economic inequality** | Total weighting: 2.50% |
| What corporate social responsibility initiatives will your firm pursue during the term of GALP to create new businesses, new jobs and new skills relevant to GALP e.g. creating opportunities within the legal practice and employment opportunities for those who face systemic barriers, supporting educational attainment? | |
| Tender responses shall be assessed against the following criteria: | |
| Create opportunities for entrepreneurship and help new organisations to grow, supporting economic growth and business creation.  Create employment and training opportunities particularly for those who face barriers to employment and/or who are located in deprived areas, and for people in industries with known skills shortages or in high growth sectors.  Support educational attainment relevant to the contract, including training schemes that address skills gaps and result in recognised qualifications. | |
| Additional comments | |
| Please upload the response in a Word document with the file name “[Insert Company Name]-SVQ4”.  Responses must be written in ‘Calibri’ font size 11 and must be limited to 3,400 characters not including spaces. Any characters above this limit will not be evaluated. | |

|  |  |
| --- | --- |
| **3.0 Technical Criteria – Tenderer Interviews** | |
| **3.0.1 – Tenderer Interview Q1** | Total weighting: 7.50% |
| The interview will last for one hour and consist of 4 pre-set questions. All Tenderers will be asked the same questions. | |
| Tender responses shall be assessed against the following criteria: | |
| Tenderers invited to interview will be given the assessment criteria 48 hours prior to their scheduled interview time.  Interviews will therefore be conducted on either a Wednesday, Thursday or Friday in order to allow 48 hours during business days for preparation. | |
| Additional comments | |
| Tenderers will not be permitted to use any visual presentations to support their answers  Each question is of equal weighting and a moderator will be present throughout all interviews to mediate the process, as well as highlight time passed to ensure each question is allocated 15 minutes.  Follow-up questions asked by the Authority in the interview will only serve to clarify points made in a response to an interview question by the Tenderer | |
| **3.0.2 – Tenderer Interview Q2** | Total weighting: 7.50% |
| The interview will last for one hour and consist of 4 pre-set questions. All Tenderers will be asked the same questions. | |
| Tender responses shall be assessed against the following criteria: | |
| Tenderers invited to interview will be given the assessment criteria 48 hours prior to their scheduled interview time.  Interviews will therefore be conducted on either a Wednesday, Thursday or Friday in order to allow 48 hours during business days for preparation. | |
| Additional comments | |
| Tenderers will not be permitted to use any visual presentations to support their answers  Each question is of equal weighting and a moderator will be present throughout all interviews to mediate the process, as well as highlight time passed to ensure each question is allocated 15 minutes.  Follow-up questions asked by the Authority in the interview will only serve to clarify points made in a response to an interview question by the Tenderer | |
| **3.0.3 – Tenderer Interview Q3** | Total weighting: 7.50% |
| The interview will last for one hour and consist of 4 pre-set questions. All Tenderers will be asked the same questions. | |
| Tender responses shall be assessed against the following criteria: | |
| Tenderers invited to interview will be given the assessment criteria 48 hours prior to their scheduled interview time.  Interviews will therefore be conducted on either a Wednesday, Thursday or Friday in order to allow 48 hours during business days for preparation. | |
| Additional comments | |
| Tenderers will not be permitted to use any visual presentations to support their answers  Each question is of equal weighting and a moderator will be present throughout all interviews to mediate the process, as well as highlight time passed to ensure each question is allocated 15 minutes.  Follow-up questions asked by the Authority in the interview will only serve to clarify points made in a response to an interview question by the Tenderer | |
| **3.0.4 – Tenderer Interview Q4** | Totalweighting: 7.50% |
| The interview will last for one hour and consist of 4 pre-set questions. All Tenderers will be asked the same questions. | |
| Tender responses shall be assessed against the following criteria: | |
| Tenderers invited to interview will be given the assessment criteria 48 hours prior to their scheduled interview time.  Interviews will therefore be conducted on either a Wednesday, Thursday or Friday in order to allow 48 hours during business days for preparation. | |
| Additional comments | |
| Tenderers will not be permitted to use any visual presentations to support their answers  Each question is of equal weighting and a moderator will be present throughout all interviews to mediate the process, as well as highlight time passed to ensure each question is allocated 15 minutes.  Follow-up questions asked by the Authority in the interview will only serve to clarify points made in a response to an interview question by the Tenderer | |

|  |  |
| --- | --- |
| **4.0 Commercial Criteria** | |
| **4.0.1 – Price** | Total weighting: 15.00% |
| Please complete the attached Pricing Schedule (GALP ITT Schedule 08 – Pricing Schedule) according to hourly rate per grade provided. | |
| Tender responses shall be assessed against the following criteria: | |
| Rates per grade will be weighted as outlined in section 5.18 of this document.  Rates must be submitted in GBP, and will be calculated to 2 decimal places | |
| Additional comments | |
| Please upload response with the file name “[Insert Company Name]-Pricing Schedule”.  A figure must be given for each specified grade whether the Tenderer intends to use the grade or not. If the Tenderer does not intend to use a certain grade, then they should enter '0' as a figure. | |

# **SECTION 6 – ITT SCHEDULES**

## ITT SCHEDULE 01 – TENDERERS SUB-CONTRACTING INFORMATION FORM

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Ref No** |  | | | |
|  | [insert name of Sub-contractor] | [insert name of Sub-contractor] | [insert name of Sub-contractor] | [insert name of Sub-contractor] |
| **Is the sub-contractor a Small Medium Sized Enterprise (SME)** |  |  |  |  |
| **Percentage of work being delivered by sub-contractor** |  |  |  |  |
| **The key contract deliverables each sub-contractor will be responsible for** |  |  |  |  |
| **Any other information** |  |  |  |  |

## ITT SCHEDULE 02 – TENDERERS CONSORTIUM INFORMATION FORM

|  |  |
| --- | --- |
| **Contract Ref No** |  |
| **Lead member of consortium who will be contractually responsible for delivery of the contract** |  |
| **Consortium Members** |  |
| **Are any of the consortium members a Small Medium Sized Enterprise (SME)** |  |
| **If the consortium is proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority.[[2]](#footnote-3)** |  |
| **If the consortium is not proposing to form a legal entity, full details of the proposed arrangement must be provided to the Authority[[3]](#footnote-4)** |  |
| **Any other information** |  |

## ITT SCHEDULE 03 – TENDERERS COMMERCIALLY SENSITIVE INFORMATION FORM

|  |  |
| --- | --- |
| **Contract Ref No** |  |
| **Description of Tenderer’s Commercially Sensitive Information[[4]](#footnote-5)** |  |
| **Cross reference(s) to location of sensitive information** |  |
| **Explanation of sensitivity** |  |
| **Details of potential harm from disclosure** |  |
| **Period of confidence** |  |
| **Contact details for Transparency/FOI matters** | Name:  Position:  Address:  Telephone Number:  Email Address: |

## ITT SCHEDULE 04 – FORM OF TENDER

Attached separately under “ITT Schedule 04 – Form of Tender”

## ITT SCHEDULE 05 – SELECTION QUESTIONNAIRE

Attached separately under “ITT Schedule 05 – Selection Questionnaire”

## ITT SCHEDULE 06 – CONTRACT CONDITIONS

Attached separately under folder name “ITT Schedule 06 – Contract Conditions”

## ITT SCHEDULE 07 - SPECIFICATION OF REQUIREMENTS

Attached separately under “ITT Schedule 07 – Specification of Requirements”

Please be advised the Specification of Requirements can also be found within ITT Schedule 06 – Contract Conditions, under Framework Schedule 1.

## ITT SCHEDULE 08 – PRICING SCHEDULE

Attached separately under “ITT Schedule 08 – Pricing Schedule”

1. These may be subject to change by the Authority. Tenderers shall be informed via the Authority’s e-Tendering platform (Jaggaer) or via email in the event it is necessary to make amendments to the Timetable. [↑](#footnote-ref-2)
2. If the Tenderer proposes to create a separate legal entity such as a Special Purpose Vehicle (SPV), the Tenderer should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity titled “Special Purpose Vehicle Entity". [↑](#footnote-ref-3)
3. Include full details of its alternative arrangements including details of any sub-contractors (which could be by including a copy of the completed sub-contractors form). [↑](#footnote-ref-4)
4. You are advised to provide as much information as possible. The Authority shall endeavour to maintain the confidentiality of the sensitive information, but the ultimate decision on whether to publish or disclose lies with the Authority. [↑](#footnote-ref-5)