

STRATEGIC COMMUNICATIONS ADVICE

Invitation to Tender (ITT) Letter

Dear Sir

INVITATION TO TENDER (ITT) FOR THE PROCUREMENT OF STRATEGIC COMMUNICATIONS ADVICE

I am pleased, on behalf of the Secretary of State for the Home Office, to invite you to submit a tender for the procurement of Strategic Communications Advice.

Your attention is drawn to the ITT Notices and Instructions overleaf. To ensure fairness, all tenderers are required to submit their tenders in accordance with the Notices and Instructions. Failure to do so could invalidate your tender.

I look forward to hearing from you.

Yours faithfully

Seema Banerjee
Procurement Lead

1. The Requirement

- 1.1 This ITT covers the Home Office's requirement for the procurement of Strategic Communications Advice.
- 1.2 The proposed Contract shall operate on a call-off basis, for a maximum of 8.5 months (34 weeks).
- 1.3 Tenderers are advised that the price range for this Contract is £90,000 - £105,000 (inclusive of travel and subsistence, exclusive of VAT).
- 1.4 The requirement is further described within the Specification at Annex A.
- 1.5 The proposed Conditions of Contract are referenced at paragraph 7.3.

2. Acknowledgement of Receipt of ITT

- 2.1 The recipient of this ITT is required to state whether or not a tender will be submitted and advise who within the tendering organisation will be responsible for handling the tender.
- 2.2 The acknowledgement should be made to Seema Banerjee via the email: seema.banerjee@iicsa.org.uk

3. Use of ITT Documents and Publicity

- 3.1 All documents contained in this ITT are confidential and must be used solely for the purposes of this ITT. The documents can only be passed on to third parties on a strictly "need to know" basis for the purposes of the tenderer preparing and submitting a tender.
- 3.2 Tenderers must not undertake any publicity activity regarding the procurement within any section of the media.

4. Questions Arising

- 4.1 Any questions that the tenderer may wish to pose to the the Home Office during the tendering period must be sent via the Emptoris E-Sourcing Portal. All questions must be submitted by 12:00 hours on 14 January 2016. Any questions submitted after this time will not be answered.
- 4.2 Questions and answers may, at the discretion of the Home Office, be provided to other tenderers (in writing in the form of serially numbered bulletins). However, such information will remain anonymous as to the source when passed on.

5. Conduct

- 5.1 The tenderer must not communicate to any person the tender price (even approximately) before the date of the Contract award other than to obtain, in strict confidence, a quotation

for insurance required to submit the tender.

- 5.2 The tenderer must not try to obtain any information about any other person's tender or proposed tender before the date of the Contract award.
- 5.3 The tenderer must not make any arrangements with any other person about whether or not they should tender, or about their tender price. The only exception is where the tenderer is considering a group tender (see paragraph 6 below).
- 5.4 The tenderer must not offer any inducement to any member of the Home Office's staff for doing or refraining from doing any act in relation to the tender.
- 5.5 If the tenderer engages in any of the activities set out in this paragraph or if the Home Office considers the tenderer's behaviour is in any way unethical, the Home Office reserves the right to disqualify the tenderer from the procurement.

6. Group Tenders

- 6.1 If the tenderer wishes to submit a tender as part of a group or consortium of suppliers, the group or consortium must, prior to Contract award, either nominate a lead party with legal personality or create a single legal entity with whom the Home Office can contract.
- 6.2 In the event of a tender being submitted by a group or consortium, the tenderer must provide an undertaking within the tender that the group or consortium will, when required by the Home Office, nominate a lead party or create a single legal entity which will take on full legal liability for the Contract.

7. Content of Tenders

- 7.1 The tenderer is required to submit proposals as to how they will meet the Specification (attached at Annex A) by responding to each of the questions set out in the Evaluation Criteria at Annex F. This should be no more than 10 sides of A4 in total (excluding CVs and pricing details at Annex C). The tenderer's proposal must address each of the following Criterion:
 - Understanding of the Requirement and Quality of Proposal (30%). The Tenderer should allocate a maximum of 4 sides of A4 to this criterion;
 - Skills and Experience of the Consultants Proposed for the Contract (30%). The Tenderer should allocate a maximum of 4 sides of A4 to this criterion;
 - Management Information and Performance Monitoring (15%). The Tenderer should allocate a maximum of 2 sides of A4 to this criterion;
 - Price (25%).
- 7.2 The tenderer must explicitly state any non-compliance to the Specification within the proposal. The tenderer should also make clear where compliance to the Specification would lead to disproportionate costs.
- 7.3 The tenderer must indicate unequivocal acceptance of the Conditions of Contract (Parts A

and D (read together) set out at Annex B or explicitly state any non-compliance and proposed amendments. Tenderers should note that the Conditions of Contract are standard and that the Home Office does not expect any non-compliance unless this is necessary due to the nature of the Specification.

- 7.4 The tenderer must provide prices as requested in accordance with the template at Annex C. All prices in all tender documentation must be in pounds sterling. Estimates are not acceptable. Information regarding travel and subsistence is set out at Annex D.
- 7.5 The tenderer is required to submit a complete and signed Form of Tender in accordance with the template at Annex E. The Home Office will accept a signed hard copy or a PDF version.
- 7.6 Tenderers should advise the Home Office as soon as practicable during the procurement process or following Contract award in the event of a conflict of interest arising in respect of this procurement. In such circumstances, the Home Office may require further information from the relevant tenderer but reserves the right to disqualify that tenderer from further involvement in the Contract and the associated procurement process.

8. Security and Identity Checks

- 8.1 During the procurement process, the Home Office may undertake security and/or identity checks on personnel requiring unescorted access to the Home Office's premises or IT network. The tenderer must be prepared to provide on request to the Home Office:
 - 8.1.1 References covering the previous three years for individuals detailed in the tender requiring unescorted access to the Home Office's premises or IT network; or where an individual has been employed by the tenderer for less than three years, contact details for the individual's previous employer (to enable references to be obtained).

Note: individuals must be prepared to provide documentary evidence substantiating their identity and nationality and to sign a criminal declaration form on request by the Home Office.

9. Due Diligence

- 9.1 While reasonable care has been taken in preparing the information in this ITT and any supporting documents, the information within the documents does not purport to be exhaustive nor has it been independently verified.
- 9.2 Neither the Home Office, nor its representatives, employees, agents or advisors:
 - 9.2.1 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT and supporting documents; or
 - 9.2.2 accepts any responsibility for the adequacy, accuracy or completeness of the information contained in the ITT and supporting documents nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation)

arising as a result of reliance on such information or any subsequent communication.

- 9.3 It is the tenderer's sole responsibility to undertake such investigations and take such advice (including professional advice) as it considers appropriate in order to make decisions regarding the content of its tenders and in order to verify any information provided to it during the procurement process and to query any ambiguity, whether actual or potential.

10. Format of Tenders

- 10.1 Tenders must be legible and in English.

11. Standards

- 11.1 Where the Specification refers to an International, European or British standard, the tenderer may offer an equivalent standard, provided that the standard offered contains equivalent guarantees of safety, suitability and fitness for purpose to the standard referred to in the Specification.

12. Green Claims Code

- 12.1 Any environmental claim made in the tender must comply with the Green Claims Code, which is available at:
www.defra.gov.uk/environment/business/marketing/glc/code.htm

13. Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE")

- 13.1 The tenderer's attention is drawn to the above regulations. As a successful tenderer may be a potential transferee for the purposes of TUPE, the tenderer should ensure legal advice is sought as to whether TUPE applies to the proposed contract, and if so, to reflect the financial implications of such a transfer in the tender. If TUPE is deemed to apply then the financial implications are a matter for the tenderer and the incumbent Contractor, not the Home Office.

14. Tender Return and Validity

- 14.1 Tenders must be submitted via the Emptoris E-Sourcing Portal.
- 14.2 The closing date and time for tenders is no later than **Tuesday 19 January 2016 at 12:00 hours**.
- 14.3 The Home Office will safeguard all tenders received and open them once the closing date and time has passed.
- 14.4 It is the tenderer's responsibility to ensure that the tender arrives no later than the time and date stated above (unless the time and/or date are subsequently amended in writing by the Home Office). Late tenders may be rejected by the Home Office.
- 14.5 The tender must be based upon the Conditions of Contract and Specification set out in the

ITT and must contain all the information requested otherwise it may be rejected on the basis of being unsuitable and non-compliant.

- 14.6 It is intended that the Contract will be awarded no later than 29 January 2016. By submitting a tender, the tenderer agrees that the tender remains valid for acceptance for a period of 90 days from the tender closing date.

15. Evaluation

- 15.1 The Home Office will award the Contract on the basis of the tender that is most economically advantageous to the Home Office.
- 15.2 Certain criteria (mandatory criteria) will be scored “yes – meets the requirement” or “no – does not meet the requirement”. If the tender scores a “no” on a mandatory criterion, this will result in rejection of the tender (unless all tenders fail the mandatory criterion in which case the Home Office reserves the right to remove the criterion).
- 15.3 Other criteria will be scored (scoring criteria). These scoring criteria will be scored on a scale of 0-4 in accordance with the Home Office’s standard scoring guide at Annex G, the score will then be multiplied by the weighting and an overall score calculated for each tender. The Home Office will reject any tender where the tenderer fails to meet any minimum thresholds defined on individual scoring criteria. However, the Home Office reserves the right to subsequently remove any minimum threshold if all tenders fail to meet the threshold.
- 15.4 The mandatory criteria and scoring criteria are set out at Annex F.
- 15.5 The criterion for Price is allocated 25%.
- 15.6 The Home Office may request a presentation or interview by the tenderer on its proposal and reserves the right to consider the presentation or interview as part of the evaluation process.
- 15.7 Marketing and sales brochures will **not** be evaluated unless the tenderer makes a direct reference to a specific part of said documentation as providing evidence for a point made in the tender. Then such documentation shall only be considered to the extent of the reference made.
- 15.8 In the event of a tie (which will be defined as an absolute difference of 2% or less in total scores) it will be broken by considering the scores for each criterion in order of importance. Where criteria are of equal weight, an average of the scores across those criteria will be taken.

16. Acceptance of Tender and Notification of Award

- 16.1 The Home Office reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement.
- 16.2 The Home Office shall not be under any obligation to accept the lowest price tender or any

tender and reserves the right to accept such portion or portions as it may decide (unless the tenderer includes a formal statement to the contrary in the tender). The Home Office also reserves the right to award more than one contract to fulfil the requirement.

- 16.3 The tenderer will be notified of the outcome of the tender submission at the earliest possible time and will be afforded the opportunity of a debrief.
- 16.4 Nothing in the documentation provided by the Home Office to the tenderer during this procurement or any communication between the tenderer and the Home Office or the Home Office's representatives, employees, agents or advisors shall be taken as constituting an offer to contract or a contract. No tender will be deemed to have been formally accepted until the successful tenderer has received a formal Contract Award Letter from the Home Office.

17. Tender Costs

- 17.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of tenders. The Home Office is not liable for any costs incurred by the tenderer as a result of the tendering procedure. Any work undertaken by the tenderer prior to the award of contract is a matter solely for the tenderer's own commercial judgement.

18. Access to Government Information

- 18.1 The IICSA is not subject to the Freedom of Information Act 2000 (the "Act") for the duration of the Inquiry. After the Inquiry, all information submitted to the Inquiry may be disclosed in response to a request under the Act.
- 18.2 The Inquiry is not a public authority for the purposes of the Freedom of Information Act 2000. Therefore, the Act does not apply and any requests for information made under the Act will not be considered.