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**Invitation to Tender (ITT)**

**Appendix 1- Instructions**

**DWP Property Legal Services**

|  |  |
| --- | --- |
| **Procedure** | **Mini Competition via CCS Framework RM6179 - Lot 1 General legal advice and services** |
| **Tender Response Deadline:** | **12 Noon Thursday 19th May 2022** |

# [Introduction to the Invitation to Tender (ITT)](#_Introduction_to_the)

* 1. Unless the context otherwise requires, capitalised expressions used in this document and in the various appendices to this document have the meanings given to them in the "Glossary" at the end of this document.
	2. This procurement is being conducted by way of a further competition under the terms of CCS Framework Agreement RM6179 and in accordance with the Public Contracts Regulations 2015.
	3. Each of the organisations who are appointed to Framework Agreement RM6179 (the “Framework Agreement”) (each a "Potential Supplier") is now invited to submit their Tender to the Buyer in response to this document.
	4. This procurement relates to the services referred to in ITT Section 2 – Schedule 1 Statement of Requirements.
	5. The contract is anticipated to start 17th June 2022 with an Implementation Phase running to 31st July 2022 and an operational go-live date of 1st August 2022. The contract is due to expire on 31st July 2025, unless the Buyer implements the option to extend the contract for a further 2 x 12-month periods.
		1. The option to extend may only be exercised in the event that the CCS framework RM6179 has itself been extended beyond 30th November 2024. Should this not be the case the option to extend this contract will not be applicable.
	6. For the avoidance of doubt, unless the context otherwise requires, references below to "you" or "your" should be read as meaning the Potential Supplier to whom the ITT has been issued.

# Contract Documents

2.1 A contract will be entered into with the successful supplier in accordance with the call off terms set out in Appendix 3 (Contract Documents).

# 2.2 Potential Suppliers submitting a Tender in response to this ITT are advised to consider the terms of the Framework Agreement and the draft documents set out below.

# 2.3 The ITT consists of the following documents:

* Appendix 1 - ITT Instructions ((this document) for information)
* Appendix 2 – ITT Quality Questions (for information)
* Appendix 3 –Order Form and Draft Contract (for information)
* Appendix 4 – Pricing Framework – (to be submitted to the Commercial Envelope)
* Appendix 5 – Subcontractor List Template - (to be submitted to the Technical Envelope)
* Appendix 6 – Tender Certificate – (to be submitted to the Technical Envelope)
* Appendix 7 – Conflict of Interest Declaration – (to be submitted to the Technical Envelope)
* Appendix 8 – Information Security Questionnaire – (to be submitted to the Technical Envelope)
* Appendix 9 – Non-Functional Requirements (“NFR”) Digital Questionnaire – (to be submitted to the Technical Envelope)
* Joint Schedule 4 Commercially Sensitive Information (to be submitted to the Technical Envelope)
* Appendix 10– TUPE Alternative View – (Optional / if required by the Supplier, to be submitted to the Technical Envelope)
* Appendix 11 Proposed Amendments to T&Cs
* Appendix 12 – DWP Offshore Proposal Questionnaire (Optional / if required by the Potential Supplier, to be submitted to the Technical Envelope)

# 2.4 We would advise Potential Suppliers to pay particular attention to the following Schedules:

# RM6179 Call-off schedule 1: transparency reports v3.0

# RM6179 Call-off schedule 2: staff transfer v3.3

# RM6179 Call-off schedule 3: continuous improvement v3.0

# RM6179 Call-off schedule 4: call-off tender v3.1

# RM6179 Call-off schedule 5: pricing details v3.1

# RM6179 Call-off schedule 6: ICT services v3.4

# RM6179 Call-off schedule 7: key supplier staff v3.1

# RM6179 Call-off schedule 8: business continuity and disaster recovery v.3.3

# RM6179 Call-off schedule 9: security v3.4

# RM6179 Call-off schedule 10: exit management v3.2

# RM6179 Call-off schedule 13: implementation plan and testing v.3.3

# RM6179 Call-off schedule 14: service levels v3.2

# RM6179 Call-off schedule 15: call off contract management v3.1

# RM6179 Call-off schedule 16: benchmarking v3.2

# RM6179 Call-off schedule 18: background checks v3.0

# RM6179 Call-off schedule 20: specification v3.0

# RM6179 Call-off schedule 23: HMRC terms

# RM6179 Call-off schedule 24: legal services special schedule v0.1

# RM6179 Call-off schedule 25: secondment agreement v0.1

# RM6179 Joint schedule 1: definitions v3.9

# RM6179 Joint schedule 2: variation form v.3.1

# RM6179 Joint schedule 3: insurance requirements v.3.1

# RM6179 Joint schedule 4: commercially sensitive information v.3.1

# RM6179 Joint schedule 5: corporate social responsibility v.3.2

# RM6179 Joint schedule 6: key subcontractors v.3.1

# RM6179 Joint schedule 7: financial difficulties v.3.4

# RM6179 Joint schedule 8: guarantee for PSC v3.3

# RM6179 Joint schedule 10: rectification plan v.3.0

# RM6179 Joint schedule 11: processing data v4.4

# Estimated Contract Volumes and Value

# Details of previous expenditure or potential future expenditure are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any works, goods or services to any value and do not form part of the Draft Contract. For the avoidance of doubt, no minimum spend or volumes and no exclusivity is guaranteed.

# Administration of the Invitation to Tender

# The Buyer is administering the procurement process electronically via the Buyer’s eProcurement Solution (ePS). No hard copy documents will be issued, and all communications must be conducted via the ePS.

# To ensure all communications relating to the procurement are received, each Potential Supplier must ensure that the point of contact it nominates on the ePS is kept up to date and is accurate at all times. Access to the ePS is available 24 hours a day, 7 days a week, and 365 days a year anywhere in the world via the internet unless notified otherwise.

# Support available to help Potential Suppliers to understand and use the system includes: Freephone helpdesk (0800 069 8630), available Mon-Fri 8am to 6pm (UK time in English language only) or by emailing: help@bravosolution.co.uk

# Potential Suppliers will have the opportunity to raise clarification questions about this ITT and the procurement. All questions raised must be submitted via the ePS messaging service.

# The final date for the submission of Clarification Questions along with the date of the publication of the final question and answer (“Q&A”) log is shown in the procurement timetable set out below.

# A “Question & Answer” (Q&A) log will be published on the ePS and updated regularly. It will be the responsibility of each Potential Supplier to monitor the ePS for the latest version.

# Subject always to the Buyer’s obligations under FOIA, EIR and any other applicable legislation, if a question is deemed by a Potential Supplier to be commercially sensitive/confidential, the Potential Supplier should clearly indicate this as part of its question that it believes this is the case, together with clear and specific detail as to:

# the precise elements which are considered confidential and/or commercially sensitive,

# why you consider an exemption under the FOIA or EIR would apply, and

# the estimated length of time during which the exemption will apply.

# The Buyer will consider the confidentiality/commercial sensitivity of any question and if it considers the question is not confidential/commercially sensitive it will give the Potential Supplier the opportunity to either retract the question without receiving an answer or confirm that the question is not confidential/commercially sensitive (in which case the response will be circulated to all Potential Suppliers).

# If the Buyer considers: i) any question to be confidential/commercially sensitive; and ii) providing a response only to the Potential Supplier that raised the question would not favour or dis-favour any Potential Supplier nor distort competition, then the Buyer may provide a response only to that Potential Supplier.

# Procurement Timetable

# The Buyer envisages that the procurement will be conducted in the following stages and within the following timescales, but these are subject to change as the Buyer considers appropriate (in which case Potential Suppliers will be notified via the ePS).

|  |  |  |  |
| --- | --- | --- | --- |
| **Ref:** | **Description** | **Date:** | **Time:** |
| Stage 1 | Invitation to Tender issued to Potential Suppliers | 28/4/2022 |  |
| Stage 2 | Deadline for Potential Suppliers to submit Clarification Questions | 11/5/2022 | 12 Noon |
| Stage 3 | Buyer to provide final responses to Clarification Questions | 12/5/2022 | 4 p.m |
| Stage 4 | Final date for submission of Tenders (the "Submission Deadline") | 19/5/2022 | 12 Noon |
| Stage 5 | Buyer to issue any post Tender clarification questions | 26/5/2022 |  |
| Stage 6 | Evaluation and decision making process  | 01/06/2022 |  |
| Stage 7 | Notification of award decision to Potential Suppliers | 10/06/2022 |  |
| Stage 9 | Contract award | 13/06/2022 |  |
| Stage 10 | Contract Start | 17/06/2022 |  |

#  Offshoring

# The Buyer has implemented the DWP Offshoring Policy, which can be found at Joint Schedule 5 Corporate Social Responsibility and Buyer Policies. The Buyer will require the Potential Supplier to comply with its terms, in the event that the Potential Supplier is selected as the successful bidder.

# If Potential Suppliers are planning to offshore, they will be required to complete the DWP Offshore Proposal Questionnaire and include this with their bid. Additional information may be sought by Buyer.

# Tender Submissions

# It is the responsibility of the Potential Supplier submitting a Tender to ensure that all the information necessary to permit the consideration of the Tender has been submitted to the ePS in sufficient detail and before the Submission Deadline.

# This ITT has been specifically designed to be compatible with the ePS and DWP e-evaluation requirements and must not, under any circumstances, be altered by Potential Suppliers.

# Tenders must be submitted using the ePS. Tenders submitted by any other means will not be deemed a valid Tender and will not be evaluated.

# A Tender response may be completed and submitted, via the ePS, at any time before the Submission Deadline. Instructions explaining how to submit and complete relevant responses are located within the ePS.

# Potential Suppliers must not seek to alter the content or functionality of any Excel spreadsheet, declaration or other response template issued as part of this ITT save only for the population of those Tender-specific items of information which are specifically required to be included in relevant instructions for the response template in question.

# Save only to the extent (if any) specifically permitted by the Buyer to do so in relevant instructions, Potential Suppliers must not insert or otherwise seek to apply any qualifications or assumptions around any of the matters on which Tender responses are required. Failure to comply with this paragraph may result in the Potential Supplier’s Tender submission being rejected and the Potential Supplier being disqualified from further participation in this procurement process.

# No additional documentation should be submitted with a Tender unless specifically requested by the Buyer. Any further material will not be taken into account during the evaluation of the Tender. In particular, information that forms part of general company literature or promotional brochures will not be evaluated and should not be submitted.

# The Tender 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 Buyer.

# All documents which are submitted (attached) in the ePS should be clearly titled at the point of uploading to the ePS as illustrated in the example below:

|  |  |
| --- | --- |
| **Document Required** | **How the document should be Titled.** |
| Implementation Phase  | * Question number (e.g. Q5)
* Document (Implementation Phase)
* Company Name (e.g. ABC Ltd)

Example: “ Q5ImplementationPhaseABCLtd”  |

# If applicable, any additional documents requested by the Buyer must be clearly referenced within the body of the Tender using a unique, un-ambiguous and relevant file name.

# Documents must be saved using MS Word, MS Excel, MS Power Point, Adobe Acrobat, PDF or JPEG formats. No other file formats should be used with the exception of the following:

# Technical Envelope - Service Delivery question 4 – Implementation Phase. For this question only Potential Suppliers may submit a Gantt chart in addition to the 4 pages should they wish to do so.

# Each Potential Supplier is responsible for ensuring that its Tender has been successfully completed and all relevant information uploaded to the ePS prior to the Submission Deadline. For these purposes, it is recommended that each Potential Supplier allows time for a final check to be undertaken prior to the Submission Deadline. It will not be possible for Potential Suppliers to upload any further information after the Submission Deadline. Information Technology problems affecting the Potential Supplier’s own system or internet access will not be considered reasonable grounds for late submission.

# A Potential Supplier may modify and resubmit its Tender at any time prior to the Submission Deadline. Any modification should be clear and submitted as a complete new Tender response in accordance with the rules in this ITT.

# Tenders cannot be modified after the Submission Deadline. Each Potential Supplier must ensure that it has only submitted a single Tender through the ePS (and has not duplicated its response).

# Technical Envelope - when responding to the quality assessment questions within the ‘Technical Envelope’ (being those questions which will be used for the purposes of determining an overall "quality" score for each Tender submission):

# each Potential Supplier must ensure that it does not exceed the maximum page limit stated for each question. Please do not answer questions by referring to other documents or to specific paragraphs within other documents as these will not be evaluated. Potential Suppliers should be aware that any text over the relevant page limit will be disregarded for evaluation/scoring purposes,

# each Potential Supplier should submit clear, concise and unambiguous statements that clearly describe the Potential Supplier's approach to the matters referred to in the relevant question, noting the methodology that will be used by the Buyer to determine scores for each response (further detail on this is provided in this ITT).

# each Potential Supplier should note that if it is successful in being awarded a contract, the statements provided in response to each quality evaluation question will form part of the final contract with the Buyer for provision of the Services.

# Potential Suppliers are required to complete and sign the "Tender Certificate" set out in Appendix 6 and upload this to the ePS with their Tender. The certificate must be signed by an authorised representative of the Potential Supplier and must not be amended or otherwise made subject to any qualifications.

# Each Potential Supplier should note that:

# Tenders must not be qualified. Any qualified tender (i.e. a tender submission which is on a different basis to that specified in the ITT) may be deemed non-compliant and you may be disqualified from taking any further part in this procurement,

# it must accept, without qualification, the obligations in the ITT and the Draft Contract as the basis for providing the Services to the Buyer if successful in this procurement exercise.

#  in the event any concerns or queries in relation to the Contract arise, a Clarification Question must be raised by the deadline for submission of clarification questions (as set out in the procurement timetable at section 5.1 of this ITT). Following such clarification requests, the Buyer may (in its discretion) issue (prior to the Submission Deadline) clarifications with respect to the Draft Contract that will apply to all Potential Suppliers submitting a Tender. The Buyer is under no obligation to consider any clarification requests/amendments to the Contract that are proposed after the deadline for clarification questions has passed. Any proposed amendments that are received from a Potential Supplier as part of its Tender response shall entitle the Buyer to reject that Tender response and to disqualify that Potential Supplier from this procurement process..

# its Tender must remain valid and capable of acceptance by the Buyer for 6 months following the Tender return deadline.

# Commercial Envelope - Potential Suppliers are required to provide full pricing details by completing Appendix 4 Pricing Framework and uploading this to the ‘Commercial Envelope’ in the ePS. All prices must be in GBP and must be exclusive of VAT. Further details on how to complete this section are detailed in the Pricing Framework at Appendix 4.

# The Pricing Schedule must be submitted in its original Excel format., other formats will not be accepted.

# Evaluation Criteria and Methodology

# As part of the process of checking and evaluating Tenders, the Buyer may wish to seek clarification from one or more Potential Suppliers in relation to their respective Tenders. Potential Suppliers must respond to any such request for clarification in the form and within the timescales specified by the Buyer. If a Potential Supplier fails to provide a complete response to all the requests for clarification, it risks having its Tender rejected and being excluded from further participation in the procurement.

# The maximum weighted score for Service Delivery questions is 46%.

# The maximum weighted score for Social Value questions is 10%.

# The maximum score for Information Security questions is 2%.

# The maximum score for IT NFR questions is 2%.

# The maximum weighted score for Price is 40%.

# Quality Threshold - for Service Delivery tenders must achieve a minimum weighted score of 27%. Failure to meet the Minimum Quality Threshold will result in the Tender being treated as unacceptable and the relevant Potential Supplier being excluded from further participation in the procurement.

# For Service Delivery question 1 – The Team, tenders must achieve a minimum weighted score of 6%. Failure to meet the Minimum Quality Threshold will result in the Tender being treated as unacceptable and the relevant Potential Supplier being excluded from further participation in the procurement.

# Please note that page limits are not to be exceeded. Responses will be disregarded to the extent they exceed the relevant page limit, inclusive of attachments. One page is defined as 1 A4 page in MS Word (Arial font, size 12).

# The NFR Questionnaire contains some business-critical requirements as identified in the questionnaire. Failure to achieve a score of 10 on each of these questions may result in the Tender being treated as unacceptable and the relevant Potential Supplier being excluded from further participation in the procurement.

# Quality assessment questions (Service Delivery, Social Value, Information Security and IT Non-Functional Requirements are provided in Appendix 2.

# A summary of the quality assessment questions for Service Delivery, and the corresponding scoring methodology, is set out in the tables below.

|  |
| --- |
| Service Delivery QuestionsMaximum possible weighted score 46%Minimum overall Quality Threshold score is 27%  |
|  | Requirement | Question Weighting % | Page Limit (A4) |
| Q1 | The TeamQuality Threshold (6%) | 10% | 4 Plus OrganogramPlus CV’s |
| Q2. | Contract Management & Performance Management | 8% | 2 |
| Q3. | Call-off Services  | 8% | 2 |
| Q4 | Legal Portal  | 7% | 2 |
| Q5 | Continuous Improvement | 5% | 1 |
| Q6 | Business Continuity Plan Schedule | 4% | 1 |
| Q7 | Contract Implementation | 4% | 1 Plus optional Gantt chart |

|  |  |  |
| --- | --- | --- |
| 0 | No response (complete non-compliance) | No response at all or insufficient information provided in the response such that the solution is totally un-assessable and/or incomprehensible. |
| 1 | Unsatisfactory response (potential for some compliance but very major areas of weakness) | Substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements. Little or no detail may (and, where evidence is required or necessary, no evidence) have been provided to support and demonstrate that the Tenderer will be able to provide the Services and/or considerable reservations as to the Tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the Services.Would represent a very high-risk solution for the Buyer. |
| 2 | Partially acceptable response (one or more areas of major weakness) | Weak submission which does not set out a solution that fully addresses and meets the requirements. Response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the Tenderer will be able to provide the Services and/or some reservations as to the Tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.May represent a high-risk solution for the Buyer. |
| 3 | Satisfactory and acceptable response (substantial compliance with no major concerns) | Submission sets out a solution that largely addresses and meets the requirements, with some details (or, where evidence is required or necessary, some relevant evidence) provided to support the solution, minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding expertise, skills and/or resources to deliver the Services.Medium, acceptable risk solution to the Buyer. |
| 4 | Fully satisfactory/very good response (fully compliant with requirements) | Submission sets out a robust solution that fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution, provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources to deliver the Services.Low/no risk solution for the Buyer. |
| 5 | Outstanding response (fully compliant, with some areas exceeding requirements) | Submission sets out a robust solution (as for 4 score). In addition, the response provides or proposes additional value and/or elements of the solution which exceed the requirements in substance and outcomes in a manner acceptable to the Buyer, provides full confidence as to the relevant ability, understanding, expertise, skills and/or resources not only to deliver the requirements, but also exceed it as described.Very low/no risk solution for the Buyer. |

# Social Value

# The policies, projects and programmes to which public spending is directed are determined by government, using the recently revised Green Book [The Green Book (publishing.service.gov.uk)](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1063330/Green_Book_2022.pdf) to develop proposals that both achieve their intended objectives and deliver improved social welfare or wellbeing - referred to as Social Value. Public procurement is critical in translating those decisions to achieve the required outputs in the way that offers the best Social Value for money.

# The huge power of public money spent through public procurement every year in the UK must support government priorities including: to boost growth and productivity, help communities recover from the COVID-19 pandemic, and tackle climate change.

# As a central government department, the Buyer is committed to delivering the aims of Procurement Policy Note (PPN) 06/20 (taking account of social value) and has therefore included the questions below as part of this procurement.

# Potential Suppliers should refer to the PPN 06/20– [link here](https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts) – for a full understanding of the purpose of the Social Value section and how it will be applied to the contract, and also how the delivery of commitments made in their tenders will be managed.

# A summary of the Quality Assessment questions for Social Value is set out in the table below.

|  |
| --- |
| Social Value QuestionsMaximum possible weighted score 10% |
| Social Value | Question | Question Weighting % | Page Limit  |
| Q1  | Theme: Fighting climate change.  | 5% | 1 |
| Q2  | Theme: Tackling Economic Inequality | 5% | 1 |

# Scoring Methodology for approach to Social Value

# The scoring mechanism that will be applied is as follows:

|  |  |
| --- | --- |
| Score | Definition of Score |
| 5 | An excellent response that satisfies all of the following:1. Addresses all aspects of the question in an informed and comprehensive manner,
2. Demonstrates a thorough understanding of what is being asked for,
3. Provides strong evidence of how that understanding will be applied in practice to the Contract,
4. Provides full confidence that the Proposed Supplier will deliver the policy outcome in full,
5. Provides certain, unambiguous commitments that will provide the Buyer with robust, reliable and clear Potential Supplier’s obligations for delivering the policy outcome,
6. Provides certain, unambiguous commitments that permit measurement and/or targets to be set which allow meaningful measurement of performance, and
7. Provides excellent evidence that the proposed response will deliver the policy outcome.
 |
| 4 | A good response that satisfies all of the following:1. Addresses all aspects of the question and is of a good standard,
2. Demonstrates a good understanding of what is being asked for,
3. Provides good evidence of how that understanding will be applied in practice to the Contract,
4. Provides a good level of confidence that the Potential Supplier will deliver the policy outcome in full, with limited areas of doubt or uncertainty,
5. Provides clear commitments that will provide the Buyer with reliable and clear Potential Supplier’s obligations for delivering the policy outcome,
6. Provides commitments that mostly allow meaningful measurement of performance, and
7. Provides good evidence that the proposed response will deliver the policy outcome.
 |
| 3 | A satisfactory response that satisfies all of the following:a) Addresses the majority of the question and is generally of a good standard but lacks information, evidence or detail in some areas, b) Demonstrates a reasonable understanding of what is being asked for,c) Provides reasonable evidence of how that understanding will be applied in practice to the Contract,d) Provides a reasonable level of confidence that the Potential Supplier will deliver the policy outcome (but with doubt or uncertainty in some areas),e) Provides reasonably clear commitments that will provide the Buyer with reasonably clear and reliable Potential Supplier’s obligations for delivering the policy outcome, f) Provides some commitments that can be meaningfully measured, andg) Provides reasonable evidence that the proposed response will deliver the policy outcome. |
| 2 | A poor response that:a) Addresses some of the question but provides a poor level of information, evidence or detail, and/orb) Demonstrates a poor understanding of what is being asked for and/or a lack of clarity in key areas, and/orc) Provides a poor degree of evidence of how that understanding will be applied in practice to the Contract, and/ord) Provides a low level of confidence that the Potential Supplier would deliver the policy outcome, and/ore) Provides a poor level of commitments and/or fails to provide the Authority with a reasonable level of clear and reliable Supplier’s obligations for delivering the policy outcome, f) Provides commitments that do not allow for sufficient measurement, or are so vague as to make measurement of performance difficult, and/org) Does not provide reasonable evidence that the proposed response will deliver the policy outcome. |
| 1 | A very poor response that:a) Does not address the question or has significant omissions, and/orb) Demonstrates a lack of understanding in significant areas, and/orc) Provides little or no evidence of how that understanding will be applied in practice to the Contract, and/or.d) Provides the Authority with little or no confidence that the Potential Supplier would deliver the policy outcome, and/ore) Provides few (if any) commitments and/or fails to provide the Authority with any clear and reliable Supplier’s obligations for delivering the policy outcome, and/orf) Displays sufficiently vague commitments that the Authority has little to no confidence that the commitments are measurable and/org) Fails to provide any evidence that the response will deliver the policy outcome. |
| 0 | An unacceptable response that:a) Provides no response or contains significant omissions/oversights that prevent scoring, and/orb) Refuses to deliver the policy outcome and/orc) Provides the Authority with no confidence that the Potential Supplier will deliver any of the policy outcome. |

# Each of the Social Value questions has associated reporting metrics, these will be used to measure the performance of the Property Legal Services supplier. Potential Suppliers should note the following:

# The reporting metrics are included in Call-off Schedule 14 Service Levels.

# The Buyer will use one or more of the reporting metrics from each proposal as KPIs.

# The Successful Supplier will have their performance measured against these KPIs at agreed intervals.

# As per the Contract, the Buyer reserves the right (in its absolute discretion) to publish one of the KPIs associated with Social Value as part of the government’s transparency goals. The particular KPI to be published will be determined following discussions with the Successful Supplier.

# Potential Suppliers are advised to read the guidance available in the “[Social Value Model”](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf) and “[Guide to Using the Social Value Model](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf)” and take this into account when preparing their Tenders.

# Quality assessment (Service Delivery and Social Value) – applying the relevant weightings

# Applying the methodologies above, a Moderated Score (out of a maximum of 5) will be determined for each question.

# Each Moderated Score will then be weighted by the stated weighting factor for the relevant question to arrive at a weighted percentage score. Each of these weighted percentage scores will then be added together to arrive at an overall percentage score for the "Service Delivery" and “Social Value” element of the Tender evaluation process.

# For these purposes, any percentages will (where not a whole number) be expressed as numbers rounded to two decimal places.

# Please see example below (for illustration purposes only):

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Weighting (%)** | **Weighting divided by maximum possible score of 5** | **Potential Supplier’s Moderated Score** | **Weighted score achieved by Potential Supplier (%)** |
| 10% | 1 | 5 | 10% |
| 5% | 1 | 4 | 4% |
| 5% | 1 | 3 | 3% |

# Information Security

# The Buyer has legal and regulatory obligations to verify that the suppliers we work with have the appropriate standard of security in place to protect our data and our assets.

# Having considered the type of service you may be providing, and the volume and type of data you will process, store and/or transmit on behalf of the Buyer, we would like to understand more about your security activities.

**Information Security Questionnaire (ISQ)**

|  |
| --- |
| Information Security Questionnaire Maximum possible weighted score 2% |
| Questions | Questionnaire | Question Weighting % |
| S01 - S38 | Information Security Questionnaire – Security tab (all questions weighted equally) | 2 |

# The Buyer requires security assurance of Potential Supplier solutions and/or services in response to the requirements set out in our Security Schedule and supporting documents.  We are specifically looking for responses in relation to infrastructure, devices, processes that have access to, process, transmit or store any Buyer data or support to deliver such services or solutions.

# Please complete the Information Security Questionnaire (ISQ). This will be used by the Buyer to assess your compliance with DWP Security Schedule, Policies, Standards and Industry Good Practices. You must complete the Information Security Questionnaire in accordance with the instructions in the Instructions tab, submitting evidence as necessary.

# Potential Suppliers must complete the Background Information tab and provide any supporting evidence. The Authority reserves the right to request any further information or supporting evidence it may require. The response you provide in the Background Information tab is for information purposes only and will not be scored.

# Potential Suppliers must complete the Service Security tab in full, providing supporting comments in column G to describe how you will, or do, meet each of the minimum requirements as listed in the guidance in column D.

# In column F, if you state “Yes, we already have this”, i.e. Certifications, Policies, Process documentation, or any other document(s) you have referred to in your supporting comments, Potential Suppliers must attach a copy of the supporting evidence. Please state the document name and relevant section within the document(s) in column H.

# If, in column F, you state “No” or “N/A”, please provide supporting comments in column G that detail the reason why you deem this is as being a no response, or deem this as being not applicable to this contract.

# If, in column F, you state “Planned for development”, please provide a detailed plan in column G. This should include actions and associated timescales to achieve compliance by contract go live date, in line with Authority minimum security requirements as listed within the Information Security Questionnaire at guidance column D.

# The Authority reserves the right to request any further information or supporting evidence it may require.

# The response you provide in the Service Security tab will be evaluated and scored. Please note, failure to provide the necessary evidence and complete the ISQ in line with the instructions may have a negative effect on your score.

# Potential Suppliers must complete the Declaration tab. This is for information only and will not be scored.

# The evaluation methodology against which the quality assessment questions for Information Security will be scored is set out in the table below.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Score** | **Descriptor** | **Rationale** |
| 0 | Demonstrates no compliance | No response or fails to answer the question with no explanation, no evidence, no action plan for meeting the relevant security requirements. |
| 5 | Demonstrates some compliance  | Response meets some parts of the question with some explanation, evidence and/or an action plan, but with gaps in meeting some security requirements. Answers question but does not submit all necessary supporting evidence. |
| 10 | Demonstrates full compliance | Response fully answers the question and is supported by all necessary evidence and/or satisfactory action plan for meeting security requirements.  Shows a comprehensive understanding of the relevant requirement(s) and the ability to deliver them to a high standard.   |

# Each of the 39 ISQ questions are weighted equally, and the total score will be the sum of the allocated scores, as described in the table above.

# The total weighted score for the ISQ shall be calculated as follows:

# Weighting 2 %, divided by maximum available score 390, multiplied by total bidder score.

# Example: If the Security weighting is 2%, the ISQ has 39 questions (maximum available score of 390), and the bidder scored 5 on every question their total score would be 195.

# The total weighted score would be calculated as follows:

# 2 (%) divided by 390 multiplied by 195 = 1(%).

# IT Non-Functional Requirements

# The Non-Functional Requirements (NFR) Questionnaire contains some Business-Critical Requirements. Failure to achieve a score of 10 on these questions may result in the Tender being treated as unacceptable and the relevant Potential Supplier being excluded from further participation in the procurement.

# You must complete this questionnaire in accordance with the instructions in the Instructions tab, submitting evidence as necessary.

# The Buyer reserves the right to request any further information or supporting evidence it may require.

# A summary of the quality assessment questions for IT NFR is set out in the table below.

|  |
| --- |
| IT Questionnaire – Non Functional RequirementsMaximum possible weighted score 2% |
| Questionnaire – (all questions weighted equally).  | Weighting % |
| Any Supplier that does not meet the Business-Critical requirements may be eliminated from the procurement process and will not be evaluated further. | 2 |

**Scoring matrix**

|  |  |  |
| --- | --- | --- |
| Score  | Descriptor  | Rationale  |
| 0  | Demonstrates no compliance  | No response or fails to answer the question with no explanation, no evidence, no action plan for meeting the relevant requirements.  |
| 5 | Demonstrates some compliance    | Response meets some parts of the question with some explanation, evidence and/or an action plan, but with gaps in meeting some requirements. Answers question but does not submit all necessary supporting evidence.  |
| 10 | Demonstrates full compliance  | Response fully answers the question and is supported by all necessary evidence and/or satisfactory action plan for meeting requirements.  Shows a comprehensive understanding of the relevant requirement(s) and the ability to deliver them to a high standard.     |

# Price Evaluation – Commercial Envelope. Maximum weighted score 40%

# Those Tenders that have met or exceeded the Minimum Quality Threshold score(s) for Service Delivery as set out above will be evaluated for price.

# Please complete in full the Appendix 4 Pricing Framework and submit to the ‘Commercial Envelope’ in the ePS.

# The ‘Total Tender Contract Price’ that will be evaluated shall be the sum in the Appendix 4 Pricing Framework, cell Z 59.

# The Potential Supplier with the lowest Total Tender Contract Price (as derived from Appendix 4 Pricing Framework Cell Z 59) will achieve the highest score available for price and the other Tenders a relatively lower score based on the percentage difference between them.

# Percentage differences and relative scores will be expressed as numbers rounded to two decimal places.

# If for example (and without this to be treated in any way as indicative of the Buyer's expectations) the lowest price submitted is £100k, that Tender submission will receive the full points available (40%).  If another Tender submission is for £110k, this is 10% more expensive than the lowest price and therefore 10% of the points will be deducted.

# Example below:

|  |
| --- |
| Example (Maximum percentage score for Price 40%) |
| Supplier | A | B | C | D |
| Price | £3,000,000 | £3,100,000 | £3,400,000 | £3,600,000 |
| % difference from lowest price | 0% | 3.33% | 13.33% | 20% |
| Points deducted from maximum of 40 points | N/A | 1.33 | 5.33 | 8 |
| Score (%) |  40.00  | 38.67 | 34.67 | 32.00 |

# Potential Suppliers should be aware that although this calculation may result in a negative number, the minimum possible score for price shall be nil (0).

# Potential Suppliers should also be aware that when evaluating price submissions, the Buyer will consider the credibility of the price submitted. If prices (including associated costs) appear to be abnormally low, the Buyer will seek an explanation from the Potential Supplier in accordance with Regulation 69 of the Public Contracts Regulations 2015 (“PCR 2015”). If the evidence supplied by the Potential Supplier does not satisfactorily account for the low level of prices or costs, the Buyer reserves the right to reject the Tender and exclude the relevant Potential Supplier from further participation in the procurement in accordance with Regulation 69.

# Potential Suppliers should note that prices cannot be altered after Tenders have been submitted.

# Calculation of Total Score. The total score will be calculated by combining the total quality (Service Delivery, Social Value. ISQ and NFR Score) score with the total Price score. The chair of the evaluation panel will submit a report to the Commercial Assurance Board summarising the evaluation process and making a recommendation on which Potential Supplier (if any) should be selected as the Successful Supplier. The award decision will be subject to an approvals process.

# Reliance

# The only information upon which any Potential Supplier or member of a Potential Supplier's Team may rely in respect of this procurement will be such information (if any) as may be specifically and expressly represented and/or warranted in the Contract.

# Subject only to paragraph 14.1:

# Potential Suppliers considering entering a contractual relationship in respect of the Services should make their own investigations and enquiries as to the Buyer’s requirements beforehand, and

# neither the Buyer nor any of its officers, ministers, employees, agents or advisors makes any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accepts any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of this ITT and/or any Associated Documents (including, but not limited to, loss or damage arising as a result of reliance placed by the Potential Supplier and/or any member of the Potential Supplier's Team on any such information).

# The issue of this ITT is not to be construed as a commitment by the Buyer to enter into a contract as a result of the procurement. The Buyer reserves the right not to award a contract for any reason. The Buyer is not bound to accept the most economically advantageous, or any, tender. Any expenditure, work or effort undertaken prior to the execution of any contract is accordingly a matter solely for the commercial judgement of the Potential Supplier and (if applicable) members of the Potential Supplier's Team. Potential Suppliers must bear all of their own costs and expenses in connection with this procurement. Under no circumstances shall the Buyer or its officers, ministers, employees, agents or advisors incur any liability for any costs, expenses, losses or damage incurred by any Potential Supplier, Potential Supplier’s Team or their advisers in connection with the procurement process, whether or not the procurement proceeds.

# Confidentiality

# Subject to the exceptions referred to in paragraph 15.3 below, the ITT and Associated Documents are made available to Potential Suppliers on condition that each Potential Supplier:

# shall at all times treat the ITT and Associated Documents as confidential,

# subject to paragraph 15.3, shall not disclose, copy, reproduce, distribute or pass the ITT and/or any Associated Documents to any other person at any time or allow any of these things to happen,

# shall not use the ITT and/or any Associated Documents for any purpose other than for the purposes of preparing for, and engaging in the procurement and submitting (or deciding whether to submit) a Tender,

# shall comply with the provisions of paragraph 19 (which contains restrictions on publicity activity within any section of the media), and

# shall procure that each of the members of the Potential Supplier's Team who receives any of the information is made aware of, and complies with the provisions of, this paragraph 15 as if it were a Potential Supplier.

# Any Potential Supplier who, in the Buyer's opinion, breaches any of the requirements of paragraph 15.1 above may, at the Buyer's sole discretion, be disqualified from further participation in the procurement (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Potential Supplier may attract).

# Potential Suppliers may disclose, distribute or pass the ITT and Associated Documents to another person if either:

# this is necessary and done for the sole purpose of enabling a Tender to be submitted and the person receiving the ITT and Associated Documents undertakes in writing to keep the ITT and Associated Documents confidential on the same terms as set out in paragraph 15 of this ITT, or

# the Potential Supplier obtains the prior written consent of the Buyer in relation to such disclosure, distribution or passing of the ITT and Associated Documents.

# By participating in this procurement, Potential Suppliers understand and agree, and shall procure that all other individuals/organisations whose information is supplied as part of their Tenders agree, that the Buyer is permitted to disclose all information submitted to it to the United Kingdom Parliament and / or any other contracting authority (as defined in the 2015 Regulations), office or agency of Her Majesty's Government in the United Kingdom including their officers, ministers, servants, agents and advisers. In addition, Potential Suppliers' attention is drawn to paragraphs 21.1 to 21.6 below.

# Canvassing

# Any Potential Supplier or member of the Potential Supplier's Team who, in connection with the procurement:

# offers any inducement, fee or reward to any servant or agent of the Buyer or any person acting as an advisor to the Buyer in connection with the procurement or does anything which would constitute a breach of UK Law,

# contacts any servant or agent of the Buyer or any person acting as an advisor to the Buyer prior to a contract being entered into about any aspect of the procurement in a manner not permitted by this ITT, and/or

# does anything which would constitute a breach of the Bribery Act 2010,

# may at the Buyer’s absolute discretion be disqualified from further participation in the procurement (without prejudice to any civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Potential Supplier or member of the Potential Supplier's Team may attract).

# Paragraph 16.1 applies without prejudice to Part 2 of the 2015 Regulations which provides, in certain circumstances, for the mandatory exclusion of Potential Suppliers.

# Non-Collusion

# Any Potential Supplier or member of the Potential Supplier's Team who, in connection with this procurement and without obtaining the prior written consent of the Buyer:

# fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Potential Supplier's Team acting in that capacity),

# enters into any agreement or arrangement with any other person (other than a member of the Potential Supplier's Team acting in that capacity) that it shall refrain from submitting a Tender or as to the amount of any Tender to be submitted,

# causes or induces any person to enter such agreement as mentioned in paragraphs 17.1.1 or 17.1.2 above or to inform the Potential Supplier or a member of the Potential Supplier's Team of the approximate amount of a rival tender,

# 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 Tender or proposed Tender any act or omissions, or

# communicates to any person other than the Buyer or a member of the Potential Supplier's Team the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Tender), may at Buyer's absolute discretion be disqualified from further participation in the procurement (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability that such conduct by a Potential Supplier may attract).

# Copyright

# The copyright in this ITT and the Associated Documents is vested in the Buyer. This ITT and the Associated Documents may not be reproduced, copied or stored in any medium without the prior written consent of the Buyer except for the purposes of preparing and submitting Tenders.

# Publicity

# Potential Suppliers including members of the Potential Supplier's Team and Successful Suppliers shall not undertake (or permit to be undertaken) at any time (whether prior to or after the Contract has been entered into) any publicity or activity with any section of the media (including, but not limited to, making any announcements) in relation to this procurement and/or the Services other than with the prior written consent of the Buyer. In this paragraph, the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet (including social media) and email accessible by the public at large and the representatives of such media.

# Right to Reject Initial Tenders/Exclude Potential Suppliers

# The Buyer reserves the right to reject a Tender and/or exclude a Potential Supplier and/or one or more members of the Potential Supplier's Team from further participation in the procurement where:

# a Tender is submitted late, is completed incorrectly, is incomplete, is submitted other than via the ePS or otherwise fails to meet any of the Buyer’s submission requirements which have been notified to Potential Suppliers, including those set out in this ITT,

# the Potential Supplier and/or any relevant members of the Potential Supplier's Team are unable to satisfy the terms of Regulation 57 of the 2015 Regulations at any stage during the procurement,

# the Potential Supplier and/or any relevant members of the Potential Supplier's Team are guilty of material misrepresentation or false statement in relation to any Tender and/or the procurement,

# the Potential Supplier and/or any member of the Potential Supplier's Team fails to comply with any of the terms set out in this ITT and/or any Associated Documents,

# as a result of any Change in Circumstance the Buyer considers that a Potential Supplier and/or particular members of the Potential Supplier's Team should be excluded from further participation in the procurement, and/or

# the Buyer has a right under any other provision in this ITT and/or under the general law, including the 2015 Regulations, to reject a Tender and/or exclude the Potential Supplier and/or one or more members of the Potential Supplier's Team from further participation in the procurement.

# Freedom of Information

# All information relating to any Potential Supplier, any member of the Potential Supplier's Team and/or any Tender which is submitted to the Buyer and/or any information relating to any contract to which the Buyer is party, including information arising under a contract or about its performance, may be accessible under the FOIA or EIR. The Buyer is under a legal obligation to disclose such information if requested, unless an exemption applies. The Buyer 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.

# Any Potential Supplier must, as part of this procurement, identify to the Buyer information which it submits, whether on its own behalf or, in the case of consortia, on behalf of the relevant consortium members, which it regards as being potentially exempt from disclosure by the Buyer under the FOIA or EIR. Such identification may be either specific or by class. The Potential Supplier must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each. The Potential Supplier should also indicate whether it considers that the potential exemption from disclosure applies only for the duration of the procurement or whether the potential exemption would continue after the conclusion of the procurement.

# Please note that, consistent with the spirit of its obligations under the FOIA or EIR, as a general principle the Buyer 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 Buyer 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 Potential Supplier considers confidentiality obligations to be appropriate in a particular case.

# Where a Potential Supplier has indicated that information should be exempted from disclosure, the Buyer may disclose this information following its own consideration of the situation. The Buyer may, in its absolute discretion, consult with the Potential Supplier before making a decision on a request for information. The Buyer’s interpretation in relation to any exemption shall be final. The Buyer shall not be liable for any loss, damage, harm of other detriment however caused arising from any disclosure of information under FOIA or EIR.

# Without prejudice to the other provisions of the paragraphs above, Potential Suppliers acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA or EIR, the content of the Contract may be disclosed under the FOIA or EIR. The Buyer 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 the FOIA or EIR.

# Subject to redactions for confidentiality as determined by the Buyer, notwithstanding any other term of the Contract, each Potential Supplier, in the event that it is appointed as the Successful Supplier, hereby gives its consent for the Buyer to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. The Buyer may consult with the relevant Potential Supplier to inform its decision regarding any redactions but the Buyer shall have the final decision in its absolute discretion. The relevant Potential Supplier shall assist and cooperate with the Buyer to enable the Buyer to publish the Contract.

# Change in circumstances

# All Tenders received by the Submission Deadline will be checked for compliance against the requirements of this ITT. All compliant tenders will then be evaluated in accordance with the evaluation process described in this document.

# Each Potential Supplier is required to notify the Buyer 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:

# any change, or anticipated change, to the information previously provided to the Buyer in respect of the Potential Supplier and/or any member of the Potential Supplier's Team, including (but not limited to) any change to: (i) the identity, control or financial standing of the Potential Supplier and/or any member of the Potential Supplier's Team, or (ii) the structure of any consortium and/or sub-contracting arrangements or any other aspect of the relationship, or proposed relationship, between the Potential Supplier and any member(s) of the Potential Supplier's Team,

# any other change, or anticipated change, to the circumstances of the Potential Supplier and/or any members of the Potential Supplier's Team, or the basis of its Tender, which may be expected to influence the Buyer’s decision on the suitability or capability of that Potential Supplier and/or any relevant member of the Potential Supplier's Team to provide the Services.

# Any such notification shall provide full details of the actual or anticipated Change in Circumstance.

# Competition Matters

# Each Potential Supplier is responsible for complying with any applicable 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 Potential Supplier entity.

# Conflicts of interest

# Potential Suppliers are responsible for ensuring that there are no conflicts of interest between the Potential Supplier and/or the members of the Potential Supplier's Team and the Buyer. Each Potential Supplier must notify the Buyer of any actual or potential conflict of interest that may be relevant to this procurement and/or the submission or evaluation or any Tender 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 Buyer may result in the Potential Supplier and/or members of the Potential Supplier's Team being excluded from further participation in the procurement, at the Buyer’s absolute discretion.

# Each Potential Supplier must ensure that, in the event that any member of the Potential Supplier's Team is also involved or potentially involved in a competing tender, the Buyer is promptly notified and appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between the relevant Potential Suppliers. In the event that the Buyer considers that adequate arrangements have not been put in place, the Buyer reserves the right to exclude any affected Potential Supplier from further participation in the procurement.

# Potential Suppliers are required to complete and return the Conflict of Interest declaration (Appendix 7) with their Tender.

# Publicity

# No publicity regarding this procurement or the award of the Contract will be permitted unless and until the Buyer has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender response or regarding any selection or award of the Contract, including the failure to be selected or to be awarded the Contract, without the prior written consent of the Buyer.

# Tender Process & Costs

# the Buyer reserves the right at any time:

# to issue amendments or modifications to the ITT and/or the Associated Documents,

# to alter the timetable or any other any aspect of the procurement,

# not to award a contract,

# to cancel or withdraw from the procurement at any stage, and/or

# to re-invite Tenders on the same or any alternative basis.

# Any costs, losses or expenses incurred by any Potential Supplier or the Potential Supplier's Team or any other person in connection with the procurement, including (but not limited to) the submission of Tenders, will not be reimbursed by the Buyer and neither the Buyer nor any of its officers, ministers, employees, agents or advisors will be liable in any way to any Potential Supplier, any member of the Potential Supplier's Team or any other person for any costs, expenses or losses incurred by any Potential Supplier, any member of the Potential Supplier's Team or any other person in connection with this procurement, including (but not limited to) where the procurement is cancelled or the Buyer otherwise decides not to award a contract pursuant to the procurement.

# Withdrawing from the procurement

# Potential Suppliers may decline to take part in the procurement, but should they choose not to participate, they should alert the Buyer promptly, giving reasons, and immediately destroy all copies of the documentation and any other material issued or made available to them by or on behalf of the Buyer or downloaded from the ePS, and all electronic data supplied by or on behalf of the Buyer shall forthwith be permanently deleted from the Potential Supplier’s storage devices and from the storage devices of any other persons to whom the Potential Supplier may have passed the same (whether or not permitted by the Buyer).

# Governing law & jurisdiction

# This procurement and any Contract shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

# Languages

# English shall be the official language for all means of communication between Potential Suppliers and the Buyer on all matters relating to the procurement.

# DWP Complaints Procedure

# The Buyer has published a [Commercial Complaints Process](https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement#commercial-complaints-process) for use during competitive procurements which can be found at <https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement#:~:text=How%20to%20complain,the%20DWP%20Commercial%20Assurance%20team.>

# This gives details of:

# The DWP Commercial Complaints Process,

# Information to accompany a commercial complaint.

# Return of documents

# The Buyer is unable to return any documents submitted by Potential Suppliers responding to this ITT.

# TUPE

# Whether or not TUPE applies is a matter of law. It is the Buyer's view that TUPE is unlikely to apply if the Procurement Process results in a contract being entered into in respect of Services. Nevertheless, it is the responsibility of each Potential Supplier to consider whether or not TUPE would be likely to apply in the individual circumstances of its own Tender.

# Glossary of Terms

|  |  |
| --- | --- |
| **2015 Regulations** | means the Public Contracts Regulations 2015 (as amended) |
| **Associated Documents** | means, in addition to the ITT, any other documents, material or information (in any format) which the Buyer may from time to time provide or make available in connection with the procurement |
| **Commercial Assurance Board**  | The board of senior Commercial Officers  |
| **Buyer**  | 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 |
| **ePS** | means the web based DWP e-procurement Solution used by DWP for the purposes of administering the procurement |
| **Draft Call-Off Contract** | means the proposed terms under which the Buyer proposes to contract with the Successful Supplier for the delivery of the Services. The draft contract may be amended prior to execution.  |
| **Contract** | means the finalised terms to which the Buyer and the Successful Supplier have agreed to be bound, under which the Successful Supplier has agreed to deliver the Services |
| **EIR** | means the Environmental Information Regulations 2004 |
| **ePIMS** | Electronic Property Information Mapping Service. The central Government database of properties recording location, lease details and usage. |
| **FOIA** | means the Freedom of Information Act 2000, as updated |
| **Implementation Phase**  | means the period running from the contract start date, which is expected to be 17th June 2022, to no later than 31st July 2022. The Supplier will be required to perform specific Implementation Services in preparation for contract go-live on 1st August 2022 |
| **ITT** | means this invitation to tender pack comprising all documents, schedules, annexes and appendices published on the ePS |
| **Moderated Score** | means the final score which is applied to each response to a Tender Question, following a Moderation Meeting |
| **Potential Supplier** | means each of the suppliers who have been invited by the Buyer to participate in the procurement |
| **Potential Supplier's Team** | means: (i) in the case of any consortium or prime/sub-contract bid structures, the Potential Supplier and each of the relevant consortium members or sub-contractors, and (ii) any officers, employees, agents or advisors of the Potential Supplier and/or (if applicable) of any relevant consortium members or sub-contractors |
| **Quality Threshold** | means a minimum score that must be achieved in order to continue in the procurement  |
| **Services** | As defined in the Statement of Requirements |
| **Submission Deadline** | means the final time and date by which Tenders must be submitted, being the relevant time and date set out in the procurement timetable at paragraph 5.1 of this document, or such other time and date as may be communicated to Potential Suppliers for these purposes |
| **Successful Supplier** | means the Potential Supplier who is successful in being awarded the Contract by the Buyer pursuant to the procurement, |
| **Supply Chain** | means those sub-contractors and other third party suppliers (if any) whom a Potential Supplier proposes to use/engage with for the purposes of delivering the Services if successful in the procurement |
| **Tender** | Procurement means a tender in response to the procurement, which is or (as the context requires) may be submitted by a Potential Supplier |