

PROCUREMENT OF SUPPORT SERVICES ACROSS AND WALES

Invitation to Tender (ITT) Letter

I am pleased, on behalf of the Independent Inquiry into Child Sexual Abuse (the “IICSA”) to invite you to submit a tender for the above procurement. Please note that the Secretary of State for the Home Department (the “Home Office”) will be the contracting authority (and contract signatory) under this arrangement. However, for the avoidance of doubt, the IICSA will be undertaking the procurement (in the name of the Home Office) and will be the customer. As such, the IICSA has full operational responsibility for evaluating bids and managing the contract and services. References to the IICSA and the Home Office in the tender documentation relate to their respective roles as customer and contracting authority and should be read as such.

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.

The IICSA is planning to hold a supplier day in London on Thursday 01 December 2016. The purpose of the supplier day is to present an overview of the procurement process and to answer any questions. Details of the event are yet to be confirmed, however if you are interested in attending, please advise Seema Banerjee, Procurement Lead (seema.banerjee@iicsa.org.uk) with the name(s) of your attendee(s) (maximum two), by no later than 15:00 hrs on Friday 25 November 2016. Places are subject to availability.

I look forward to hearing from you.

Yours faithfully

Seema Banerjee
Procurement Lead

1. The Requirement

- 1.1 This ITT covers the IICSA's requirement for the procurement of Support Services Across England and Wales.
- 1.2 The proposed contractual term will be from 10 February 2017 to 09 August 2017, with the following two options to extend: (i) 10 August 2017 to 09 November 2017; and (ii) 10 November 2017 to 09 February 2018.
- 1.3 The Inquiry cannot provide conclusive volumes of requests to share an experience via all modalities, but estimate that within the financial year 2017-18, there will be approximately 1,000 - 2,000 requests to share an experience.
- 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.
- 1.6 In addition to this ITT Letter, the entire set of documents forming this ITT package are as follows:
- Standard Selection Questionnaire;
 - The Specification (Annex A);
 - The Terms and Conditions (Annex B [Parts A and D]);
 - The Price Schedule (Annex C);
 - The Travel and Subsistence Expenses for Contractors (Annex D);
 - The Form of Tender (Annex E);
 - The Evaluation Criteria (Annex F);
 - The Scoring Guide (Annex G).
- 1.7 Completed versions of the Standard Selection Questionnaire should be submitted with the tender submission.

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 IICSA during the tendering period must be sent via the Emptoris E-Sourcing Portal. All questions must be submitted by 12:00 hours on Thursday 15 December 2016. Any questions submitted after this time will not be answered.
- 4.2 Questions and answers may, at the discretion of the IICSA, 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 or IICSA'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 or the IICSA considers the tenderer's behaviour is in any way unethical, the Home Office or the IICSA 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 IICSA, 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 19 sides of A4 in total (excluding CVs, examples and pricing details at Annex C). The tenderer's proposal must address each of the following Criterion:

- Criterion 1 - Understanding of the requirement and evidence of ability to deliver a high quality service that meets the needs and expectations of the Inquiry (40%). The Tenderer should allocate a maximum of 6 sides of A4 to this Criterion.
- Criterion 2 - Infrastructure to deliver the service, business continuity and confidentiality of data (10%). The Tenderer should allocate a maximum of 4 sides of A4 to this Criterion.
- Criterion 3 - Management Information (MI) and management of consortia arrangements (5%). The Tenderer should allocate a maximum of 3 sides of A4 to this Criterion.
- Criterion 4 - Personnel with appropriate skills, training and security clearance (15%). The Tenderer should allocate a maximum of 6 sides of A4 to this Criterion.
- Criterion 5 - Price (30%)

- 7.2 With regard to the Standard Selection Questionnaire, Part 1 and Part 2 declarations are mandatory from potential suppliers to declare that they have not breached any of the exclusion grounds. A completed Part 1 and Part 2 declaration is also required of any organisations that potential suppliers rely on to meet the selection criteria. These could be parent companies, affiliates, associates, or essential subcontractors.
- 7.3 A declaration that exclusion grounds have not been breached has must be provided with the tender submission.
- 7.4 As Part 1 and Part 2 of the standard Selection Questionnaire provide a formal statement that the relevant grounds for exclusion do not apply to the potential supplier completing it, a completed form is required for each organisation the potential supplier will rely on to meet the selection criteria. This also means that where the potential supplier is actually a group of suppliers, including joint ventures and partnerships, each potential supplier in that group must complete Part 1 and Part 2 of the standard Selection Questionnaire self-declaration.
- 7.5 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.
- 7.6 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 IICSA does not expect any non-compliance unless this is necessary due to the nature of the Specification.
- 7.7 The tenderer must provide prices as requested in accordance with the template at Annex C. All prices in any tender documentation must be in pounds sterling. Estimates are not acceptable. Information regarding travel and subsistence is set out at Annex D.
- 7.8 The tenderer is required to submit a completed signed Form of Tender in accordance with

the template at Annex E.

- 7.9 Tenderers should advise the IICSA 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 IICSA 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 IICSA may undertake security and/or identity checks on personnel requiring unescorted access to the Home Office's premises or IT network, utilised by the IICSA. The tenderer must be prepared to provide on request to the IICSA:

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, utilised by the IICSA; 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 IICSA.

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 IICSA, 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 or the IICSA.

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 **Thursday 22 December 2016 at 12:00 hours**.
- 14.3 The IICSA 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 IICSA). Late tenders may be rejected by the IICSA.
- 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 10 February 2017. 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 IICSA will award the Contract on the basis of the tender that is most economically advantageous to the IICSA.

- 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 IICSA 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 IICSA’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 IICSA will reject any tender where the tenderer fails to meet any minimum thresholds defined on individual scoring criteria. However, the IICSA 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 that will form part of the quantitative evaluation is allocated 30%.
- 15.6 The IICSA 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 IICSA 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 IICSA 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 IICSA 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 IICSA to the tenderer during this procurement or any communication between the tenderer and the IICSA or the IICSA’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. Neither the Home Office nor the IICSA are 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 a public authority for the purposes of the Freedom of Information Act 2000 (the "Act") and so will not be subject to 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 Home Office is subject to the requirement of the Act and the successful tenderer will be expected to assist and cooperate with the Home Office to enable it to comply with its Information disclosure obligations, as required.