**Invitation / Welcome**

Dear Supplier,

You are invited to complete a RFQ for the provision of establishing project framework for the Magnox FM Supply Chain.

The sites that cover the Magnox contract are as follows:

* Berkeley
* Bradwell
* Chapelcross
* Dungeness A
* Harwell
* Hinkley Point A
* Hunterston A
* Maentwrog
* Oldbury
* Sizewell A
* Trawsfynydd
* Winfrith
* Wylfa

The RFQ process will be completed online through Mitie’s e-sourcing portal.

The purpose of this document is to formally invite responses for the provision of establishing project framework for the Magnox FM Supply chain outlined herein and to capture the proposal in a suitable manner to enable Mitie to analyse against the requirements in a fair and ethical manner and on a like for like basis. If you are deemed competitive, and you confirm that you can meet the required specifications, Mitie may formally invite you to a further negotiation stage.

**Who We Are**

Founded in 1987, Mitie is the UK’s leading facilities management and professional services company. We offer a range of services including Technical Services (engineering services, energy, water and real estate services), Business Services (security, cleaning and office services) and Specialist Services (Care & Custody, Landscapes and Waste Management).

Mitie employs 77,500 people across the country, we manage and maintain some of the nation’s most recognised landmarks and work with a wide range of blue-chip organisations and public sector customers. We have scale and nationwide reach as well as breadth and depth of facilities management services, which we deliver in a flexible, tailored proposition through self-delivery or strategic partnerships. We work in partnership with our customers to grow customer lifetime value by offering technology-backed solutions; our technology is a true differentiator. We are ambitious for the future of the FM industry, our customers and our employees.

For more information on the Mitie Group please go to [www.mitie.com](https://eur01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.mitie.com%2F&data=04%7C01%7CStephen.Ball%40mitie.com%7C8e1682e73af74749d08008d8b8aa652c%7C9e66e0b4768c4506a1b67e44c80595f2%7C0%7C0%7C637462389259679873%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=VnjTnvAoqv0aFm%2BCZUf9SlSrvP2IVA0L8JZ3oX%2Fx01A%3D&reserved=0) and to find out what Mitie expects of its suppliers, please go to [www.mitie.com/supplier-portal/](https://eur01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.mitie.com%2Fsupplier-portal%2F&data=04%7C01%7CStephen.Ball%40mitie.com%7C8e1682e73af74749d08008d8b8aa652c%7C9e66e0b4768c4506a1b67e44c80595f2%7C0%7C0%7C637462389259689830%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C1000&sdata=%2BC3mia7U6bxVwdLNlrzh7I7DnjGlxE7%2BwLDNAaJHtug%3D&reserved=0)

Our vision and values

‘The Exceptional, Every Day’ It’s a combination of expertise, care and insights, backed by the latest technology and data, to create an offering that goes beyond traditional facilities management. To our people, we promise a place to work where they can thrive and be their best every day. To our customers, we promise to be a trusted partner, creating exceptional environments for customers and colleagues, as well as adding value. Everything we do is backed by our core values, which oversee how we behave as a responsible corporate citizen, and as individuals.

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| **OUR VISION:** The exceptional, every day |
| **OUR VALUES** | **We areone Mitie** | We work as one to deliver a seamless, unrivalled service. We are all in it together; if we can help a customer or colleague in any way, we will. We are one Mitie. |
| **We are built on integrity and trust** | Integrity and trust are at the heart of all we do. We are the face of the company. We treat others as we would like to be treated. We are proud to work for Mitie. |
| **We go theextra mile** | Whether it’s keeping things running smoothly in a safe environment, looking for new ways to do things better or fixing problems, going the extra mile for our colleagues and customers and keeping our promises is in our DNA. |
| **Our diversity makes us stronger** | We are very proud of our rich and diverse culture and backgrounds. Our diversity creates ideas and insights. Everyone at Mitie has a voice and is treated as an equal. |
| **Our customers’ business is our business** | We are a partner, trusted for our expertise and for putting our customers at the heart of everything we do. |

Our purpose

Our expertise, care, technology, and insights create amazing work environments, helping our customers be exceptional, every day. Achieving ‘The Exceptional, Every Day’ doesn’t happen by chance. We start by doing the basics brilliantly, tailoring solutions that anticipate and meet our customers’ needs. We are aware that technology is changing our world, and we are using it to change facilities management. We provide data-driven solutions, embedding technology seamlessly into everything we do. The insights gained allow us to offer customers a new level of flexibility and control, helping them become exceptional at what they do best.

Our Strategy

Our four strategic pillars – customer, people, cost and technology – underpin our strategy of focusing on our larger businesses and strategic accounts where our technology offer is a true differentiator, to ensure long-term sustainable growth, delivery of our vision of ‘The Exceptional, Every Day’ and creation of value for all our stakeholders.

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| --- | --- | --- | --- |
| **Customer** | **Cost** | **People** | **Technology** |
| Putting customers at the heart of our what we do | Strengthen our balance sheet and maintain cost discipline to remain competitive | Building a winning culture and developing and retaining our people | Embed technology into the heart of our offering |

Mitie people

For Mitie, it’s our people on the front line who make the difference. That’s why we recruit, develop, and retain the best talent in the industry. Their hard work, diverse skills and knowledge is critical to our success, and we give them the support and motivation they need to deliver the exceptional, every day.

We believe that all individuals should be treated fairly and have equal access to employment opportunities. We respect and embrace diversity across our organisation and are committed to maintaining an inclusive culture that reflects our vision and values.

Likewise, we take the same inclusive approach to the selection and management of our supplier partners. Our suppliers share our values, and we expect them to proactively promote the same behaviours and attitudes that we expect from all of our people.

Process Overview

Our Requirements

Across the Mitie business and Magnox FM Supply Chain, we require a local/regional/national supplier/s to provide the following services.

* Electrical Installations
* Floor, Wall and Ceiling Finishes
* Glazing
* Painting and Decorating
* Drainage Works
* External Works
* Building Alterations
* Excavation and Earthworks
* Concrete, Brickwork, Blockwork & Stonework
* Roofing Works
* Joinery
* Plumbing Installation
* Appointments on 3-year basis
* Measured term contractors appointed to provide turnkey solutions to project/small work demands
* Costs based on a schedule of rates approved at tender stage – tasks individually priced
* Specialist services projects out-with core items to be quoted individually (or tendered via Gov.uk)

Process Timeline

The timescale for the review is shown below. These timing may be subject to change as the review progresses:

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| --- | --- | --- |
| **Milestone – Key Dates** | **Due Date/Time** | **Milestone Owner** |
| Launch Contract Finder Event | 23/11/22 | Mitie |
| Launch the RFQ Event | 08/12/22 | Mitie |
| Tender bulletin (response to questions) issued | On-going while the event is live | Mitie |
| **Deadline for submission of completed** RFQ | 06/01/2023 | **Respondents** |
| Final selection of successful suppliers | 27/01/2023 | Mitie |
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Tenderer Questions

Each Tenderer should satisfy itself as to the interpretation of the RFQ. If there is any perceived ambiguity or uncertainty in the RFQ or any documents, Tenderers should seek clarification before the deadline for questions.

* All questions should be communicated through the eSourcing tool message function.
* No other Mitie personnel are to be contacted in relation to this tender unless directed to do so by the Mitie Point of Contact.
* Mitie reserves the right to disqualify and reject Proposals that do not comply with this requirement.
* Mitie will endeavour to respond to requests in a timely manner.
* If Mitie considers a request to be of sufficient importance to all Respondents, it may provide details of the question and answer to other Respondents. In doing so we may summarise the Respondent’s question and will not disclose the Respondent’s identity. A Respondent may withdraw a request at any time.
* In submitting a request for clarification, a Respondent is to indicate, in its request, any information that is commercially sensitive. Mitie will not publish such commercially sensitive information. However, Mitie may modify a request to eliminate such commercially sensitive information and publish this and the answer where Mitie considers it of general significance to all Tenderers. In this case, however, the Tenderer will be given an opportunity to withdraw the request or remove the commercially sensitive information.

Response Evaluation & Next Stages

Mitie will base its initial evaluation on the Proposals submitted in response to the RFQ. Mite may adjust its evaluation of a Proposal following consideration of any clarification or additional information.

We will assess various aspects of your response, including but not limited to:

* Working Together
* Innovation
* Service
* Ethical and Social
* Quality and Safety
* Cost and Commercials

We will contact those tenderers who have qualified to participate in the next stage of the process at the earliest opportunity with details of what this entails.

Qualifying for the next stage of the process does not constitute acceptance by Mitie of the tenderers proposal or imply or create any obligation on Mitie to enter into negotiations with or award a Contract for delivery of the requirements to any shortlisted tenderers.

Mitie requires all successful Suppliers’ to register on in the designated supplier management system and to maintain accreditation at all times. This is a pre-requisite to trade with Mitie. Information disclosed in the supplier management system forms part of the RFQ evaluation process and may result in an award decision being withdrawn.

Tenderers Debrief

At any time after shortlisting Tenderers, Mitie will offer all Tenderers who have not been shortlisted a debrief. Each Tenderer will have 30 days, from the date of offer, to request a debrief. When a Tender requests a debrief, Mitie will endeavour to provide the debrief within 30 days of the date of the request.

The debrief may be provided by letter, email, phone or at a meeting. The debrief may include but not be limited to:

* 1. provide the reasons why the Proposal was or was not successful.
	2. explain how the Proposal performed against the pre-conditions and the evaluation criteria.
	3. indicate the Proposal’s relative strengths and weaknesses.
	4. explain, in general terms, the relative advantage/s of the successful Proposal.
	5. seek to address any concerns or questions from the Respondent.
	6. seek feedback from the Respondent on the RFI and the RFI process.

Process Terms & Conditions

* 1. The invitation made by Mitie is subject to these Conditions.
	2. You are required to confirm your intention to bid online via the eSourcing tool. By doing this you confirm that you have read, understood, and agree to all of the documents, and that all pricing submitted will be in accordance with the required product and service specifications.
	3. [In collating / preparing your response please ensure that;
1. Your response includes all information requested by Mitie in relation to the RFQ.
2. Each Respondent will:
	1. examine the RFQ and any documents referenced in the RFQ and any other information provided by Mitie;
	2. consider all risks, contingencies and other circumstances relating to the delivery of the Requirements and include adequate provision in its Proposal to manage such risks and contingencies;
	3. document in its Proposal all assumptions and qualifications made about the delivery of the Requirements, including any assumption that Mitie or a third party will deliver any aspect of the Requirements or incur any cost related to the delivery of the Requirements;
	4. ensure that pricing information is quoted in GBP exclusive of VAT, unless otherwise stated;
	5. satisfy itself as to the correctness and sufficiency of its Proposal, including the proposed pricing and the sustainability of the pricing.
	6. Mitie may, at any time, request from any Respondent clarification of its Proposal as well as additional information about any aspect of its Proposal. Mitie is not required to request the same clarification or information from each Respondent.

The Respondent must provide the clarification or additional information in the format requested. Respondents will endeavour to respond to requests in a timely manner. Mitie may take such clarification or additional information into account in evaluating the Proposal.

Where a Respondent fails to respond adequately or within a reasonable time to a request for clarification or additional information, Mitie may cease evaluating the Respondent’s Proposal and may eliminate the Proposal from the RFQ process.

* 1. Your completed quotation is required to be submitted online. (Please see Milestones - Key Dates: Section). If you fail to confirm your intention to bid before the deadline, then you will be deemed to have opted to not participate. This may include being “locked” out of the event.
	2. You may be invited to a further negotiation(s) stage if your quote(s) are deemed competitive. Mitie reserve the right not to pursue a further negotiation stage.
	3. Mitie may withdraw this RFQ at any time on notice to you. Once the Final Bid has been accepted by Mitie it will be binding upon you. Mitie reserves the right to hold post-tender negotiations, to discuss the terms of any Final Bid submitted. Any bid made will be deemed to be an irrevocable offer to supply the goods/services listed and will be assumed to comply with all Terms & Conditions and Specifications contained within and referred to in this document, and any subsequent clarifications.
	4. Conditions of Bid. A Bid shall be submitted in accordance with the Bid Process and the procedures set out in the Bid Documentation. Any terms and conditions of the Bidder included or referred to in the Bid shall not apply and shall not bind Mitie. A Bid must be submitted in accordance with the Bid Process as set out in the Bid Documentation. Any Bid submitted that is not in accordance with this Agreement shall be deemed not to comply with the Bid Process and may be rejected by Mitie.
	5. Volumes. Please note that any volume information provided, whilst reflecting Mitie’s best estimates are for indication only and are not guaranteed. Mitie reserves the right to amend the volume details shown. This must not affect your pricing submissions.
	6. Confidentiality. The Bidder and all other recipients of the Bid Documentation and/or any other information connected to or arising from the Bid Process shall treat such documents and information as private and confidential and shall not disclose the details to any party except in confidence to a party requiring such in connection with the Biding Process[, in accordance with the Non-Disclosure Agreement agreed as part of this process]. The Bid Documentation for the purposes of this clause shall be deemed to include the Bid.
	7. Costs and Expenses. The Bidder is responsible for all its costs and expenses howsoever arising and any losses, which it may incur by undertaking the Bid Process.
	8. Alterations. The Bidder may not alter any of the Bid Documentation. Should the bidder discover any errors, omissions or discrepancies within the Bid Documentation or should there be any doubt as to the meaning of any Bid Documentation the Bidder should immediately notify Mitie.
	9. Reserve of Right. Mitie may reject or accept any Bid in part or in whole. Mitie may award more than one Contract under the Bid Process to one or more Bidders. Mitie may withdraw the participation of any Bidder, at any time and shall not be required to provide a reason.
	10. Prices. A Bid shall remain valid for the period of 180 days from the Bid Date unless otherwise stated in the Bid Documentation. The Bidder warrants that it will not fix or adjust its Bid in accordance with any agreement or arrangement with any third party other than as may be set out in the Bid. The Bidder warrants that it will not enter into any arrangement or agreement with any third party that the third party shall refrain from submitting a Bid or as to terms contained in any Bid submitted.
	11. Conflict of Interest - Each Respondent must confirm that there is no Conflict of Interest in the RFQ response and must immediately inform Mitie should a Conflict of Interest arise during the RFQ process. A material Conflict of Interest may result in the Respondent being disqualified from participating further in the RFQ.
	12. Ethics - Respondents must not attempt to influence or provide any form of personal inducement, reward or benefit to any representative of Mitie in relation to the RFQ. A Respondent who attempts to do anything prohibited in English law will be disqualified from participating further in the RFQ process and appropriate action will be taken. Mitie reserves the right to require additional declarations, or other evidence from a Respondent, or any other person, throughout the RFQ process to ensure probity of the RFQ process.
	13. Anti-Collusion & Bid Rigging - Respondents must not engage in collusive, deceptive or improper conduct in the preparation of their Proposals or other submissions or in any discussions or negotiations with Mitie. Such behaviour will result in the Respondent being disqualified from participating further in the RFQ process.

In submitting a Proposal the Respondent warrant that its Proposal has not been prepared in collusion with a Competitor.

Mitie reserves the right, at its discretion, to report suspected collusive or anticompetitive conduct by Tenderers to the appropriate authority and to give that authority all relevant information including a Tenderers Proposal.

* 1. Queries. Any queries regarding this Agreement should be made to Mitie.
	2. Acceptance. Mitie will notify successful Bidder(s) as soon as it is reasonably practicable. Acceptance of a Bid will then be subject to Mitie’s contract terms and conditions as set out in the Bid Documentation.
	3. Security. The Bid Process may make use of facilities accessible through the world wide web. A username and password to access any such online facility has been issued to the contact name supplied to Mitie by the Bidder. This individual will be deemed to have full authority of the Bidder to submit a Bid and shall be responsible for keeping the username and password secure. Mitie accepts no responsibility if the Username and Password is used by any person not authorised to do so.
	4. Force Majeure. Neither party shall be liable for any delay in performing or failure to perform any obligations to the other party if the delay or failure results from events or circumstances outside its reasonable control.
	5. No Liability. To the fullest extent permitted by law, neither Mitie nor any of its affiliates or third-party associates shall be liable for any direct, indirect, incidental, special, consequential, punitive or any other damages relating to or resulting from Mitie’s or its affiliates or third-party associates performance of this Agreement. This shall include damages for errors, omissions, interruptions, defects, delays, computer viruses, loss of profits, loss of data, unauthorised access to and alteration of data, and other tangible and intangible losses. The limitations set out above apply regardless of whether the damages are claimed under the terms of a contract, as the result of negligence (save in the case of death or personal injury) or otherwise.
	6. Warranties. To the fullest extent permitted by law, Mitie expressly disclaims all warranties of any nature, whether express or implied.
	7. Changes to these Terms. Mitie reserves the right, at its complete discretion, to change the terms and conditions of this Agreement on reasonable notice. A Bidder’s continued participation in the Bid Process shall be deemed to indicate its acceptance of any such revised terms and Conditions.
	8. Third Party Information - Each Respondent authorises Mitie to collect additional information, except commercially sensitive pricing information, from any relevant third party (such as a referee or a previous or existing client) and to use that information as part of its evaluation of the Respondent’s Proposal. Each Respondent is to ensure that all referees listed in support of its Proposal agree to provide a reference.
	9. Enforceability. If any provision of this Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
	10. Third Party Rights. In respect to this Agreement, no other party shall have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any term of the Agreement but this does not effect any right or remedy of a third party which exists or is available apart from that Act.
	11. Governing Law. This Agreement is governed by the Laws of England Wales and the parties herby agree to irrevocably submit to the non-exclusive jurisdiction of the English Courts.