**INVITATION**

**TO**

**TENDER (ITT)**

**VOLUME 1: INSTRUCTIONS**

**(Below Threshold Services)**

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**INTRODUCTION**

1. **FCDO Mission & Values**

FCDO’s mission is to help eradicate poverty in the world’s poorest countries and this is underpinned by our set of values:

* Ambition and determination to eliminate poverty
* Ability to work effectively with others
* Desire to listen, learn and be creative
* Diversity and the need to balance work and private life
* Professionalism and knowledge

1. **Short Description of Services being Procured – “Ending violence against women and girls (VAWG) in Latin America”**

The Foreign, Commonwealth and Development Office (FCDO), represented by the British Embassy in Mexico City, seeks to appoint a Service Supplier for the implementation of the FY 21-22 activity entitled **“Ending violence against women and girls (VAWG) in Latin America”** which the Service Supplier will co-design and deliver. The activity will take place in Mexico, Honduras, Guatemala, El Salvador, Colombia, Peru, Argentina and Bolivia.

The Project’s expected **outcome** is providing knowledge, skills and space to community and religious leaders in community groups, including indigenous groups, to prevent VAWG.

In line with the above, the Service Supplier will be expected to liaise closely with the British Embassy in Mexico City, the lead Embassy for the project, as well as other British Embassies across the region to identify, prioritise and agree the **specific interventions and activities** that the project will implement in order to havemaximum possible impact, taking into account the pandemic’s evolving context. We therefore require an implementer to define areas of focus; to bring together local and UK expertise (e.g. UK’s multiagency approach); and to design, organise and implement a roundtable with experts across the region, a roundtable with community leaders and a series of virtual workshops with communities.

The full requirements are set out in Attachment 4 – Terms of Reference.

1. **Structure of ITT Pack**

The Invitation to Tender (ITT) Pack consists of a Covering Letter and 4 Volumes as detailed below:

Volume 1 - Instructions, Scoring Methodology and Evaluation Criteria

Volume 2 - Terms of Reference

Volume 3 - Commercial Pro Formas for the Commercial Tender

Volume 4 - FCDO Below Threshold Services Contract Section 2: Standard Terms and Conditions (v1.0 September 2020)

Any additional documents apart from those mentioned above, will be listed in the Covering Letter.

1. **Tender Acceptability / Invitation to Tender (ITT)**

The purpose of this ITT Pack is to provide Suppliers with details of the procurement, how FCDO will conduct this procurement process and to ensure that Tenders are given equal consideration. It is essential you provide information in the format requested. The ITT Instructions (Volume 1) should be read in conjunction with the Scoring Methodology and Evaluation Criteria and the Terms of Reference (ITT Volume 2) and any additional information provided.

Tenders must be submitted in accordance with these instructions.

Failure to comply with this ITT Pack, in particular to: furnish the information; make a satisfactory response to any question; supply documentation referred to in responses, within the specified timescale, will be deemed non-compliant and may result in a Tender being rejected by FCDO whose decision in the matter shall be final and conclusive.

No statement made by FCDO express or implied, in the course of this Procurement Process is intended to form any express or implied contractual relationship between the Parties unless and until the Contract is awarded and signed by the Parties

**ELIGIBILITY TO SUBMIT A TENDER**

1. **Untying Aid**

UK Development Assistance has been fully untied allowing suppliers from anywhere in the world to tender for FCDO contracts.

1. **Corporate Social Responsibility**

FCDO wishes to work with suppliers who embrace the above values, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors. These practices, whether operated locally, regionally or internationally, should also comply with International Labour Organisation (ILO) core standards on labour and social matters.

1. **Security Clearance**

If the contract requires the provision of personnel to work in a FCDO office or have access to FCDO IT systems, the successful Tenderer must ensure that related personnel are cleared to the minimum Baseline Security Standard. <https://www.gov.uk/government/publications/government-baseline-personnel-security-standard?_sm_au_=iVVQ6QtJ5qPjb01P>

**FCDO will provide a copy of the required forms to the successful Tenderer only, prior to award of contract.**

1. **Duty of Care**

All Supplier Personnel (including their employees, sub-contractors or agents) who provide services under a FCDO contract will come under the Duty of Care of the lead Supplier named in that FCDO contract. The lead supplier is responsible for the safety and well-being of their Personnel and any Third Parties affected by their activities, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property.

Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

**INSTRUCTIONS FOR SUBMITTING A TENDER**

1. **Supplier Contact Point**

Tenderers must provide a single point of contact in their organisation for all correspondence relating to this Competition.

**Format Requirements of Your Tender**

Your Tender should be submitted in English and be set out in 2 main parts (A & B) as outlined below.

**Part A - Technical**

* Your proposed methodology for implementation and Names & CVs (showing previous experience) of proposed personnel.
* A table of Personnel Inputs (person days).

**Part B – Commercial**

* All prices must be for the duration of the contract and priced in US dollars **using the Commercial Proformas provided in Volume 3**. The Supplier must have an USD bank account to receive payments.
* Please note that Government Policy places the burden of exchange rate fluctuations on the supplier, who will be expected to absorb the impact of these within and across the contract.
* FCDO reserves the right to clarify with you, any of the information provided in your Tender.

1. **Government Tax**

Tenderers are responsible for establishing the status of this Requirement for the purpose of any government tax in the UK or Overseas. Any applicable taxes must be shown in the Commercial Pro Forma 3 (ITT Volume 3).

1. **Nominated Personnel**

You must:

1. Confirm that all necessary personnel will be available to provide the required services for the duration of the contract.
2. Give the name of their employer, clearly state if self-employed or if any of the personnel is not a member of the Tenderer’s staff.
3. If nominating a member of FCDO staff who is in service, or on leave of absence, or has been a staff member of DFID within the past 2 years, the individual should obtain prior written agreement from FCDO’s Human Resources Department. A copy of this agreement must be provided to the Contract Officer.

<https://www.gov.uk/government/publications/dfid-business-appointment-rules>

1. If nominating an ex-UK Crown Servant who has left the service within the past 2 years, include a letter from their Crown Service employer granting permission for them to undertake the services.

<https://www.gov.uk/guidance/crown-servants-new-jobs-and-business-appointments>

1. **Conditions of Tender and Rejection of Non-Compliant Tenders**

The instructions contained in this ITT Pack constitute the “Conditions of Tender”. The tenderer confirms their acceptance of these Conditions of Tender by participating in the Tender process. Non-compliant Tenders may be rejected by FCDO.

1. **Letter and Declaration to Accompany Tenders**

Your Tender must be accompanied by a letter (at Annex 1) on Company headed paper showing the full registered and trading name(s), trading and registered office address of the Potential Supplier and, in the case of a Company, the place of incorporation. It should be signed by a person of suitable authority to commit the Potential Supplier to a binding contract. The original signed version of this Letter (at Annex 1) should be scanned and included within your Tender. You must quote the ITT Title, (as provided on the ITT Covering Letter) and include the declarations in Annex 1 within the letter:

1. **Submission of Tenders**

Your tender must be submitted electronically only. This should be submitted in PDF format in two Electronic Files by e-mail (one containing the Technical Tender and one containing the Commercial Tender (the Electronic File must not exceed 10MB in size)

Tenders must be sent to the e-mail address of the Responsible Officer as detailed in the ITT Covering Letter. The Tender covering e-mail must state the following:

* ITT Title
* Due Date of Tender
* Name of Tenderer

The Tender must be received by the due date and time indicated in the ITT Covering Letter. Late Tenders will not be accepted in any circumstances.

1. **Conflict of Interest**

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition or if awarded the contract. This also applies to any sub-contractors proposed by the Tenderer. Where Tenderers identify any potential conflicts, they should state how they intend to avoid such conflicts. FCDO reserves the right to reject any Tender which, in FCDO’s opinion, gives rise, or could potentially give rise to, a conflict of interest.

1. **Disclosures**

Throughout the competition and until the point where the Contract is signed, the Tenderer must disclose;

a) If they or any of the Tenderer’s sub-contractors:

* are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
* has been convicted of any offence concerning professional misconduct.
* has not fulfilled any obligations relating to the payment of social security contributions.

b) If they or any of the Tenderer’s sub-contractors have been convicted of, or are the subject of any proceedings, relating to:

* participation in criminal organisation.
* corruption including the offence of bribery.
* fraud including theft, and not fulfilling any obligations relating to payment of taxes.
* money laundering.

c) If they or any of the Tenderer’s sub-contractors are, or have reason to believe that they may have been, or are subject of any proceedings, that may be listed by the World Bank in its ‘Listings of Ineligible Firms” or “Listings of Firms, Letters of Reprimand’ posted at [http://www.worldbank.org](http://www.worldbank.org/)internet” or on any similar list maintained by any other donor of development funding, or any contracting authority.

Disclosure extends to any company in the same group of the Tenderer (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Tenderer is associated in respect of this Tender).

Where any misconduct or complaint is disclosed or should have been disclosed this may impact on the Tenderers tender. FCDO will assess whether the Tenderer should be excluded from this ITT.

# Distribution of Tenders and Freedom of Information

FCDO may disclose Tender information to its officers, employees, agents or partners for the purposes of conducting this competitive exercise and subsequent contract management.

## In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), FCDO may (acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR) be required to disclose information submitted by the Tenderer to FCDO. Further information is available at <https://www.gov.uk/make-a-freedom-of-information-request/the-freedom-of-information-act>

## In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:

### clearly identify such information as commercially sensitive;

### explain the potential implications of disclosure of such information; and

### provide an estimate of the period during which the Tenderer believes that such information will remain commercially sensitive.

## Where a Tenderer identifies information as commercially sensitive, FCDO will endeavor to maintain confidentiality of such information. Tenderers should note, however, that, even such where information is identified as commercially sensitive, FCDO may be required to disclose such information in accordance with the FoIA or the EIR. FCDO is required to form an independent judgement whether the info is exempt from disclosure under the FoIA or the EIR and whether the public interest favors disclosure or not. Accordingly, FCDO cannot guarantee that any information marked ‘confidential’ or ‘commercially sensitive’ will not be disclosed.

## Where a Tenderer receives a request for information in relation to the competition process under FoIA or the EIR during the competition, this should be immediately passed on to FCDO and the Tenderer should not attempt to answer the request without first consulting with FCDO.

# 20. Collusive Behavior

## Any Tenderer who:

### fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or

### communicates to any party other than FCDO or, the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in-order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

### enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or

### enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

### offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any party 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 omission, shall (without prejudice to any other civil remedies available to FCDO and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

**21. Exclusivity Agreements**

In compiling your tender, the use of restrictive exclusivity agreements is not permitted. Such agreements imposed on sub-contractors are anti-competitive; restrict supply markets and; can be interpreted by small suppliers as bullying or intimidation. While FCDO recognise lead, organisations may seek to take non-restrictive steps to require that the specific content of their tender or contract cannot be disclosed to third parties; we do not accept that potential partners cannot provide their own knowledge and expertise with more than one organisation where they chose to do so.

Any Potential Supplier who:

* enters into any exclusivity agreement or arrangement that limits or restricts the ability of the sub-contractor to contract directly with FCDO, a Replacement Supplier, or with any other organisation where they chose to,

shall be deemed non-compliant with these Invitation to Tender instructions, and the Standard Terms and Conditions Clause 7.8.3, and be disqualified from participation in this Procurement Process.

**22. Sustainable Development**

FCDO endorses UK Government policy on sustainable development produced by the Department for Environment, Food and Rural Affairs ([Encouraging businesses to manage their impact on the environment - Policies - Inside Government - GOV.UK](https://www.gov.uk/government/policies/encouraging-businesses-to-manage-their-impact-on-the-environment))

FCDO principles and approaches are covered in more detail in the ‘Our procurement policies and initiatives’ section on the DFID website ([Procurement at DFID - Inside Government - GOV.UK](https://www.gov.uk/government/organisations/department-for-international-development/about/procurement))

# 23. Confidentiality

## All material issued relating to this ITT shall remain the property of FCDO and shall be used only for this procurement exercise. All material and information provided shall be either returned to FCDO or securely destroyed by unsuccessful Tenderer’s after the conclusion of the procurement exercise.

## The contents of this ITT are being made available by FCDO on conditions:

### Tenderers shall at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;

### Tenderers shall not disclose copy, reproduce, distribute or pass any information supplied as part of this procurement process to any other person at any time or allow any of these things to happen;

### Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

### Tenderers shall not undertake any publicity activity in connection with this ITT within any section of the media.

## Tenderers should not disclose or make available to the press, or in any other way make public, any information in respect of this ITT without the express written permission of FCDO.

## Tenderers may disclose, distribute or pass any of the information to the Tenderer’s advisers, sub-contractors or to another person provided that either:

### This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

### The Tenderer obtains the prior written consent of FCDO in relation to such disclosure, distribution or passing of information; or

### The disclosure is made for the sole purpose of obtaining legal advice in relation to the procurement

d) or the Tenderer is legally required to make such a disclosure.

## In this section the definition of ‘person’ includes but is not limited to any natural or juristic person, firm, body or association, corporate or incorporate.

# 24. GDPR

### The new data protection legislation aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data.

### The GDPR applies to data processing carried out by organisations operating within the EU, including any data processing by those organisations that may happen outside the EU.

## **25. Right to Cancel, Clarify or Vary the Process**

### FCDO reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

# 26. Costs of the ITT

Tenderers will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this ITT by FCDO at any time. For the avoidance of doubt, FCDO shall bear no liability whatsoever to Respondents for the costs of any amendments, changes, discussions or communications in respect of this ITT.

If none of the Tenders submitted in response to this ITT are considered satisfactory, FCDO reserves the right to consider alternative procurement options or not to award a contract. FCDO will not bear any costs in respect of any abortive effort should no contract be awarded.

**Scoring Methodology and Evaluation Criteria**

**27. Technical Evaluation**

The Technical Evaluation places emphasis on the degree of confidence the Evaluation Team have in the Tender content and the Tenderer’s capability to deliver the outputs effectively.

**28. Technical Scoring Methodology**

The Evaluation Team will apply the following scoring methodology to the Technical Criteria:

| **Score** | **Comment** |
| --- | --- |
| **10 (Expert)** | Demonstrates **expert** understanding of Terms of Reference and proposes **excellent and accurate** solutions which address **all** requirements and which are innovative where appropriate. Responses are **excellently tailored** to the customer’s requirements in **all aspects**. Level of detail and quality of information provides the **highest degree** of confidence in certainty of delivery. |
|  |  |
| **8 (Very Good)** | Demonstrates a **very good** understanding of **the majority of** issues relating to delivery of the Terms of Reference. Responses are **relevantly tailored** to the customer’s requirements in **the majority of** **aspects**. Provides sufficient detail and quality of information to give a **strong** level of confidence that they will deliver. |
|  |  |
| **6 (Good)** | Demonstrates **a good** understanding of **many** of the issues relating to the delivery of the Terms of Reference. Responses are **reasonably tailored** to the customer’s requirements for **many of the of aspects**. Provides a **good** **level** of detail and quality of information to give a **good level** of confidence that they will deliver. |
|  |  |
| **4 (Satisfactory)** | Demonstrates a **satisfactory** understanding of **some** of the issues relating to delivery of the Terms of Reference. **Only some appetite to tailor** to customers requirements where required. Provides **only some level** of detail and quality of information to give **only some level** of confidence they will be able to deliver. |
|  |  |
| **2 (Unsatisfactory)** | Demonstrates a **poor** understanding of the issues relating to delivery of the Terms of Reference. **Poor appetite to tailor** to the customers requirements where required. Generally, an **unsatisfactory** and a **low level** of quality information and detail leading to a **low** **level** of confidence that they will deliver. |
|  |  |
| **0 (Fail)** | **Complete failure** to address all material requirements of the Terms of Reference. **No tailoring** of responses to meet customer requirements. **No** quality responses providing **no** confidence that they will deliver. |

The above scoring methodology will be applied to each of the Technical Criteria detailed in the table below. The Total Score for each Criteria will comprise of the score awarded (0, 2, 4, 6, 8, 10) multiplied by the weighting allocated to each Criteria.

**29. Commercial Evaluation**

The commercial evaluation team will apply the following mathematical formulae to calculate the commercial scores:

**Total Cost – in comparison to all other tenderers**

Lowest proposed Total Cost

Your proposed Total Cost

X

Maximum

Score

achievable

(**30)**

**30. Evaluation Criteria**

The Evaluation Criteria and Weightings that will be applied to this ITT are detailed in the ‘Main Criteria’ table below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Main Criteria** | **Weighting** | **Score**  **0,2,4, 6, 8,10** | **Total Score** |
| **Technical Evaluation Criteria – Scored**  **Proposed Methodology**  (i) Please provide a clear method statement outlining your approach to achieving the project objectives and delivering the outputs detailed in the Terms of Reference.  (ii) In your statement, please give evidence of your network, ability to access relevant information, and key personnel from your project team. Please demonstrate clearly how your expertise is relevant to the chosen methodology to deliver this project.  (iii) You are welcome to include samples of formats you intend to use to deliver the information, such as:   * Table of contents * Use of graphics, statistics, etc.   (iv) Please include specific detail on how you propose to manage the workshops and the social media campaign.  (v) Please include detail on the management arrangements that you will put in place to deliver the project.  *Maximum Page Limit: 5 pages* | 24.5 | 0-10 | 0-10 x 24.5 |
| **Experience**  Please provide:  (i) Evidence demonstrating the expertise, networks and resources available to deliver the activities and outputs anticipated. If available, suppliers should include evidence showing experience of delivering similar projects.  (ii) Evidence of experience of conducting consultations with government agencies and the ability to work in a complex political, economic and social environment with minimal supervision.  (iii) Ability to manage the totality of the workshops, including logistics, recruitment and management of other team members.  (iv) Ability to ensure fiduciary standards; and environmental and social safeguards.  *Maximum Page Limit: 5 pages* | 14 | 0-10 | 0-10 x 14 |
| **Risk Management and Delivery**  Please provide the following:  (i) A project plan referring to the Terms of Reference including schedule of activities and timescales, detailing milestones and deliverables.  (ii) Identify any key risks (internal and external) to the project and explain how they will be mitigated.  (iii) Please explain who is responsible for managing each risk and escalation points.  (iv) Indicate how the project will be monitored to ensure it is delivered in terms of quality, timeliness and cost.  *Maximum Page Limit: 5 pages* | 14 | 0-10 | 0-10 x 14 |
| **Supporting documentation**  Please provide 1-3 short case studies, ideally from within the past 2 years, that specifically demonstrate how your organisation/company/consortium conducts and reports assignments of this kind.  *Maximum Page Limit: 5 pages per case study* | 3.5 | 0-10 | 0-10 x 3.5 |
| **Project Team / Resource Plan**  (i) Please provide a short CV of the team and key personnel who will be involved in delivering the project. Please include detail on the specific roles which you and team members would take, and the proportion of your and their time which you propose to dedicate to the project.  Given that the programme’s priority target groups include women/girls, the experts proposed would be expected to include at least one member with social development expertise.  The British Embassy in Mexico reserves the right to request interviews, request alternatives and provide final approval of suggested team members before commencement of the project.  *2 pages per team member*  (ii) The tender should indicate each person’s role in the project, suitability, and value added to the project. Describe your proposed operational management for the service and provide a description of the key managerial roles and responsibilities, reporting relationships and accountabilities.  *Maximum pages = 1 + Organogram* | 14 | 0-10 | 0-10 x 14 |
| **Technical Score** | **70** |  |  |
| **Commercial Evaluation Criteria – Scored**  The commercial evaluation team will apply the following mathematical formulas to calculate the commercial scores.    Total Cost – in comparison to all other tenderers  Lowest proposed Total Cost  Your proposed Total Cost  X  Maximum  Score  achievable  (**30)** | 30 |  | 0-10 x 30 |
| **Commercial Score** | **30** |  | 0-10 x 30 |
| **Overall Total** | **100** |  | 1000 |

**General Data Protection Regulation (GDPR)**

The response will be assessed by FCDO to determine whether the Potential Supplier has the capability to meet the requirements of GDPR under this contract. Failure to demonstrate capability at this stage may result in your response being excluded from any further technical evaluation.

|  |
| --- |
| **GDPR (General Data Protection Regulations)** |
| The new data protection legislation aims to protect the privacy of all EU citizens and prevent data breaches. It will apply to any public or private organisation processing personal data.  The GDPR applies to data processing carried out by organisations operating within the EU, including any data processing by those organisations that may happen outside the EU.  The Supplier must demonstrate they understand the personal data requirements under this contract and can implement the appropriate technical and organisational measures to comply with GDPR and to ensure the protection of the rights of data subjects. This includes the human and technical resources the supplier has in place to perform the contract to the appropriate standard.  Please refer to the GDPR clause 30 and App A of the ToR in Section 3 of the contract. Further information on GDPR is available at [*ICO Information on GDPR*](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr) |
| **GDPR Questions**  Suppliers must answer question 1 below and provide a written statement of no more than 500 words in response to question 2. This response should be accompanied with evidence to support demonstration of capability.  The response will be assessed by FCDO to determine whether the Potential Supplier has the capability to meet the requirements of GDPR under this contract. Failure to demonstrate capability at this stage may result in your SQ response being excluded from any further technical evaluation.  FCDO reserves the right to clarify any aspect of this evidence or to request additional evidence/information where we deem appropriate. FCDO may also review a supplier’s understanding and capability at a more detailed level by including a GDPR selection criteria at the ITT stage for evaluation and scoring. In certain circumstances, the Controller is required to conduct a Data Protection Impact Assessment (“DPIA”) prior to any processing (see [Article 35](http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016R0679&from=EN) of the GDPR) and this may occur prior to contract award. |
| |  |  | | --- | --- | | 1.Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. | Yes / No | |
| 2. *With reference to the App A&B (section 3 of the contract), which provides a FCDO high level overview of the relationships and types of personal data that will arise on this contract, please provide details of the key data protection risks you foresee with this contract and set out your proposals to deal with those risks. Please also provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the GDPR and to ensure the protection of the rights of data subjects. This should include, but not limited to, the following facilities and measures to:*   * + *ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;*   + *comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;*   + *ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;*   + *ensure legal safeguards are in place to legitimise transfers of personal data outside the EU (if such transfers will take place);*   + *maintain records of personal data processing activities; and*   + *regularly test, assess and evaluate the effectiveness of the above measures.* |

**31. Qualification Question – Assessment Criteria**

|  |  |
| --- | --- |
| **Company Information** | |
| Full name of organisation tendering (or of organisation acting as lead contact where a consortium bid is being submitted). | **Mandatory** |
| Registered office address. |
| VAT Registration number or local equivalent (upload a copy of register) |
| Name of immediate parent company. |
| Name of ultimate parent company. |
| Type of organisation:  i) public limited company  ii) limited company  iii) limited liability partnership  iv) other partnership  v) sole trader  vi) third sector  vii) other (please specify your trading status). |
| If (i), (ii), (iii) or (iv) apply, please provide Companies House Registration number or local equivalent (upload a copy of register). If Other, please specify. |
| Name, Address, Post Code, Country, Phone, Mobile, Email. |
| Provide brief history incl. details of parent and associated companies and any changes of ownership over the last 5 years including details of significant pending developments, changes in financial structure or ownership, buy-outs and closures which are currently in the public domain. |
| Give the names and responsibilities of the Executive Directors and Partners of your organisation. |
| Are you currently supplying goods and/or services to the Authority? |
| If yes in 1.2.11, please provide details. |
| Are there any conflicts of interest between your organisation and the Authority or any advisor to the Authority? |
| If yes in 1.2.13, please provide details. |
| State if your Organisation is in possession of all relevant licences, required by law, to enable you to operate/carry out your business. |
| Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this and upload a copy of licenses. |
| Is your Organisation affiliated to a relevant registered professional body? Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state) or local equivalent, for Companies based outside of the EU? |
| Are there any court actions and/or industrial tribunal hearings outstanding against your Organisation? |
| If yes in 1.2.18, please provide details. |
| Has your organisation been involved in any court action and/or industrial tribunals over the last 3 years? |
| If yes in 1.2.20, please provide details. |
| Provide copies of Certificates of Incorporation (where appropriate) and any changes of name, registered office and principal place of business. |
| Provide a one page chart illustrating the ownership structure of your organisation including relations to any parent or other group or holding companies. |

|  |  |
| --- | --- |
| **Consortia and Sub-Contracting** | |
| Is your company affiliated or associated with any other company capable of tendering for these Services? | **Mandatory** |
| If Yes, please provide details. |
| What (if any) aspects of your solution to our requirements would you be planning to sub-contract, and in which case please confirm under what country of law would these sub-contracts be governed, e.g. English or otherwise. |
| Consortia and Sub-Contracting: Please state whether your organisation is bidding:  i) To provide services in-house  ii) As Prime Contractor using 3rd parties  iii) Potential Provider in a consortium |
| If your answer is (ii) or (iii) please indicate (by inserting the relevant company/organisation name) the composition of the supply chain, indicating which member of the supply chain (which may include the Potential Provider solely or together with other providers) will be responsible for the elements of the requirement. |

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| **Financial Accounts** | |
| Please upload a copy of your organisation’s Audited financial accounts for the last 2 years of trading. As a minimum, this must include a profit & Loss Account and Balance Sheet. This will be “Confidential” and for the exclusive purpose of this tender. | **Mandatory** |

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| **Insurance** | |
| Does your organisation hold Employer's Liability Insurance or local equivalent? If yes, upload a copy. | **Mandatory** |
| Does your organisation hold Public Liability Insurance or local equivalent? If yes, upload a copy. |
| Does your organisation hold Professional Indemnity Insurance or local equivalent? If yes, upload a copy. |
| It is a Condition of this procurement that your organisation will hold adequate and appropriate insurance cover as required by local statute in the state where you are established and to deliver the services. Please confirm this is the case, provide details and upload evidence. |

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| **Technical and Professional References** | | |
| Please upload two letters of reference from previous delivered projects or contracts from either or both; the public or private sector; that are relevant to the Authority’s requirement performed during the past three years. (The customer contact should be prepared to speak to the purchasing organisation to confirm the accuracy of the information provided below if we wish to contact them). Where the Potential Provider is a special purpose vehicle and not intending to be the main provider of the goods or services, the information requested should be provided in respect of the principal intended provider of the goods or services.  If, the two letters of reference cannot be received in time; at a minimum you must provide contact information (name, telephone number, email address, name of company, position and name of project). | **Mandatory** |

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| **Acceptance** | |
| Please **download** the attached Certificate of Bona Fide (ATT), **sign** and **upload** |  |
| Please **download** the attached Duty of Care (ATT), **sign** and **upload**. |  |
| Do you agree that the Supplier is responsible for the safety and well-being of their Personnel and Third Parties affected by their activities under this Contract, including appropriate security arrangements. They will also be responsible for the provision of suitable security arrangements for their domestic and business property. |  |
| Do you agree that your company is responsible for ensuring appropriate safety and security briefings for all of their Personnel working under this Contract and ensuring that their Personnel register and receive briefing as outlined above. Travel advice is also available on the FCO website and the implementing agency must ensure they (and their Personnel) are up to date with the latest position. |  |
| Please confirm that, if selected, your company will agree that the Contract (ATT 3 Proposed Contract Documents) with the FCO will be under English Law and subject to the exclusive jurisdiction of the English Courts or a version of the contract which conforms to the law in the State where you are established. | **Mandatory** |
| The Authority pays into its Contractors by bank transfer. Bank transfer is a payment instruction from the Authority to its bank or payment service provider to transfer an amount of money to the Contractors bank account. You may be asked to provide a Parent Company Guarantee or a Bank Guarantee. Please confirm that you agree to be paid by bank transfer. |
| I declare that to the best of my knowledge the answers submitted in this questionnaire are correct. I understand that the information will be used in the process to assess my organisation’s suitability to be invited to tender for the Authority’s requirement and I am signing on behalf of my organisation. I understand that the Contracting Authority may reject this questionnaire if there is a failure to answer all relevant questions fully or if I provide false/misleading information. |
| Declaration by tenderer:  1. I have examined the documents under cover of your invitation to tender letter and have taken account of all subsequent amendments.  2. I hereby offer to enter into a contract with the Secretary of State for Foreign, Commonwealth and Development Affairs, as represented by the Foreign, Commonwealth and Development Office, acting as part of the Crown, for the Provision of Ending violence against women and girls (VAWG) in Latin America for the British Embassy in Mexico.  3. I warrant that I have all the requisite corporate authority to sign this tender.  4. If requested, we shall provide a Parent Company Guarantee, in the form set out in the tender documentation.  5. I understand that the Authority is not bound to accept the lowest or any tender. I also understand the Authority has the right to accept only part of a tender unless I have expressly stipulated otherwise.  6. This tender shall remain open for acceptance by the Authority for a period of 3 months after the due date for return specified in your Invitation to Tender.  7. We acknowledge that the information set out in the invitation to tender is confidential to the Authority and contains documentation which is subject to Crown copyright. We undertake not to copy or disseminate this information or documentation and if required by the Authority to return all such information and documentation in its possession to the Authority or else certify its destruction.  8. I agree that the Authority may disclose my information/documentation submitted during this procurement more widely within Government for the purpose of ensuring effective cross-Government procurement. |

**Annex 1**

**Letter and Declaration to Accompany Tenders**

1. We have examined the information provided in your Invitation to Tender (ITT) and offer to undertake the work described in accordance with the requirements as set out in the ITT. This Tender is valid for acceptance for **3** months and we confirm that this Tender will remain binding upon us and may be accepted by you at any time before this expiry date.

2. (if applicable) Certain information included in this Tender would, if disclosed, prejudice our commercial interests. The particular information, together with an explanation and the period this information should be withheld, is attached to this letter. You have requested this information in relation to the Freedom of Information Act 2000.

3. We accept that any Contract that may result will a) comprise the Contract Documents issued with the ITT and be based upon the documents submitted as part of our Tender; and b) be placed by the Secretary of State for Foreign, Commonwealth and Development Affairs.

4. The Tender (Commercial & Technical) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other supplier invited to tender for this contract.

5. We confirm that the enclosed electronic version of the technical and Commercial Tender is a true and complete copy of our Tender

6. **Delete as Appropriate:**

We understand the obligations in Paragraph 17. Disclosures of the ITT Instructions and confirm we have no declarations to make.

**OR**

We have included the necessary declarations within our Commercial proposal.

7. We confirm that all personnel and/or sub-contractors named in the tender will be available to undertake the services.

8. We agree to bear all costs incurred by us in connection with the preparation and submission of this Tender and to bear any further pre-contract costs.

9. [The Contracting Authority] confirms that we accept FCDO’s Standard Terms and Conditions of Contract for Low Value Tenders and we have read and understood the [FCDO Supply Partner Code of Conduct](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/649112/DFID-Supply-Partner-Code-Conduct.pdf) as it applies to us.

10. I confirm that I have the authority of [name of organisation] to submit this Tender and to clarify any details on its behalf.