

*INVITATION TO TENDER (ITT) FOR:*

*CONTRACT FOR SERVICES****: Multi-Sports Grassroots Facilities Programme: Technical Assurance***

**Ref. No**: 104144

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**SECTION 1**

**INFORMATION FOR TENDERERS**

1. **INTRODUCTION**
   1. The Department for Culture, Media and Sport (DCMS) (‘the Department’) is inviting Tenders for a contract for Multi Sports Grassroots Programme, Technical Assurance. The detailed requirements are set out in the Specification of Requirements at Section 2 (‘the Specification’).
2. **INSTRUCTIONS TO TENDERERS**
   1. In submitting a Tender Response, a Tenderer (i.e. a party submitting a response to this ITT) undertakes that in the event of their Tender Response (i.e. their response to this ITT) being accepted by the Department and the Department confirming in writing such acceptance to the Tenderer, the Tenderer will, upon being called to do so by the Department execute the Contract in the form set out in Appendix E of this ITT or in such amended form as may subsequently be agreed.
   2. The Department reserves the right to cancel the procurement exercise at any point. The Department will accept no liability for any losses caused by any cancellation of this procurement exercise nor any decision not to award a Contract as a result of the procurement exercise.
   3. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender Response and that prices quoted are arithmetically correct for the units stated. Prices provided must be submitted in £ Sterling (GBP), exclusive of VAT.
   4. The Department reserves the right to discuss, for the purpose of clarification, any aspect of a Tender Response with the relevant Tenderer prior to the award of the Contract.
   5. At any time prior to the deadline for receipt of Tender Responses, the Department reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise. Any such amendments, additions, or removals will be notified in writing to all prospective Tenderers.
   6. The contents of this ITT and of any other documentation sent to any Tenderer in respect of this procurement exercise are provided on the basis that they remain the property of the Department and/or any relevant body. Tenderers shall 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) and shall take all necessary precautions to ensure that all information is treated as such and not disclosed (save as described above) or used other than for the purpose of this procurement exercise by the Tenderer.

**Submission of Tenders**

* 1. Tenders must be submitted via the Atamis e-sourcing portal (see 2.19) to be received no later than **1st May, 12:00pm** (the deadline for receipt of Tender Responses - see 10.1 below). Please ensure that you allow yourself plenty of time when responding to this invite prior to the closing date and time, especially if you have been asked to upload documents.
  2. Tender Responses not received by the closing time may not be considered unless there is clear evidence that the delay in receipt was beyond the control of the Tenderer.
  3. Any questions concerning aspects of the ITT should be submitted via the e-sourcing portal (see 2.19 below).
  4. Prospective Tenderers are reminded that the entire contents of this invitation belong to the Department. It must only be used for the purpose for which it was issued.
  5. Your Tender Response should remain valid for a period of 90 days from the tender closing date. A tender valid for a shorter period may be rejected.
  6. Tenderers must not inform anyone else, even approximately, what their Tender prices are, or will be. Furthermore, Tenderers must not try to obtain any information about anyone else’s tender or proposed tender.
  7. Page limits are provided for each question in the Technical Submission (Part 2). All written responses should be in a minimum font size of Arial 12 point. Only the information within the set page limit will be evaluated. Additional information will not be evaluated and therefore should not be supplied. The Department will only take account of information which is specifically asked for in the ITT.
  8. Failure to provide the information required or particulars for the relevant question(s) or supply documentation referred to in the Tender Response within the deadline for submission of Tender Response may result in elimination from the procurement exercise.
  9. Answers must be in English. Tenderers should note that where any supplementary documents are not published in English, certified translations into English must be provided with the Tender Response (if applicable).
  10. No representation, warranty or undertaking, express or implied, is or will be given by the Department or any of its agents or advisers with respect to the information contained in this ITT document, including with respect to its accuracy, adequacy or completeness.
  11. All Tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will the Department be liable for any costs or expenses borne by or on behalf of the Tenderer or any party associated with this procurement process.
  12. If you do not wish to submit a tender, please notify us to that effect. It would be appreciated if the reasons for not submitting a tender are given, although there is no obligation to do so.
  13. The information and/or documents for this opportunity are available on the Atamis e-sourcing portal: <http://dcms.my.site.com/> You must register on this site to respond. If you are already registered you will not need to register again, simply use your existing username and password. Please note there is a password reminder link on the homepage.

If you experience any technical difficulties please contact the Atamis eSourcing Helpdesk at [support@atamis.co.uk](mailto:support@atamis.co.uk)

**Selection of Successful Tender**

* 1. Tender Responses will be checked for completeness and compliance with this ITT and only compliant Tender Responses will be evaluated. Non-compliant Tender Responses may be eliminated from the procurement exercise.
  2. The Department will award the Contract(s) to the Tenderer submitting the most economically advantageous tender based on the combined responses submitted in relation to the technical and commercial requirements. Section 3 (Evaluation Criteria) sets out the full range of criteria for assessing Tender Responses.
  3. The Department reserves the right to undertake a detailed financial and technical appraisal of each Tenderer and for this process to continue up to the award of the Contract(s). Further appraisal may continue if required through the duration of the Contract. This may result in the Department requiring assurances from the Tenderer/Supplier, such as Parent or Ultimate Holding Company Guarantees, if required.
  4. The Department shall be under no obligation to accept the lowest or any tender and, unless the Tenderer expressly stipulates to the contrary at the time of tendering, reserves the right to accept such portion of a tender as it decides. All Tenderers will be notified of the Contract award decision.
  5. The Department may require Tenderers to present details or aspects of their tender submission to the Department and its advisors for the purposes of clarification. No marketing material should be included in the presentation. No information other than that specifically requested in writing by the Department should be included in the presentation. Tenderers are responsible for all costs or expenses incurred by tenderers associated with any presentation.

1. **DESCRIPTION OF SERVICES**
   1. The Specification (as at Section 2 of this ITT document) sets out the various services that may be required.
   2. The Specification will form part of the eventual Contract(s).
   3. Tenderers should formulate their Tender Responses based on the Specification. Any changes in the Department’s requirements would be the subject of post tender discussions.
   4. The Supplier (i.e. the successful Tenderer) should comply with all requirements of the Framework for Sustainable Development on the Government Estate. Environmentally friendly products where applicable should be used.
2. **FORM OF AGREEMENT**
   1. The Contract between the Department and the Supplier will be based as closely as possible on the Contract for services provided (refer to Appendix E) including its annexes and any schedules.
   2. Information presently left out of the Contract will be derived from the Supplier’s Tender Response and, if appropriate, post tender clarification.
   3. Please note that no material changes to the Contract will be accepted and by submitting a tender response Tenderers are confirming they unreservedly accept the terms and conditions as set out in the Contract and related annexes. Should any changes be requested these must be supplied together with your tender submission and the Department may consider these at their discretion. If the Department rejects any such requested changes, the Tenderer will be required to accept the Departments terms and conditions or their response will be assessed as Non-compliant and eliminated from the procurement exercise. The Department reserves the right to withdraw our acceptance of your tender offer at any point until signature of Contract by all Parties.
3. **FREEDOM OF INFORMATION**
   1. Any information submitted to the Department may need to be disclosed and/or published by the Department. Without prejudice to the foregoing generality, the Department may disclose information in compliance with the Freedom of Information Act 2000, any other law, or, as a consequence of judicial order, or order by any court or tribunal with the Department to order disclosure.
   2. If the Tenderer considers that any of the information included in their completed ITT is commercially confidential then the Tenderer shall identify it and explain (in broad terms) what harm might result from disclosure and/or publication. If required, this should be provided using the template at Appendix D. It should be noted though, that even where the Tenderer has indicated that information is commercially sensitive, the Department may disclose this information where it sees fit.
   3. Receipt by the Department of any material marked ‘confidential’ or equivalent should not be taken to mean that the Department accept any duty of confidence by virtue of that marking.
   4. The UK Government is committed to greater data transparency in the public sector. Accordingly the Department reserves the right to publish its tender documents, contracts and data from invoices received and may at its discretion redact all or part of such information prior to publication. In doing so the Department may at its absolute discretion take account of the exemptions that would be available under the Freedom of Information Act 2000.
4. **DATA PROTECTION ACT 2018**

6.1 The awarded Contract will be subject to the Data Protection Act (DPA) 2018 which came into force from the 25th May 2018. Tenderers should ensure they are both familiar with the legislation and of their obligations as the Data Processor. Guidance from the Information Commissioner’s Office (ICO) is available [here](https://ico.org.uk/for-organisations/guide-to-the-general-data-protection-regulation-gdpr/). The Department reserve the right to request additional evidence to undertake sufficient due diligence of any Tenderer and/or Supplier to ensure they can implement the appropriate technical and organisational measures to comply with the act (i.e. provide guarantees of their ability to comply with the regulations).

6.2 Where applicable to the services outlined within this ITT the draft contract for services, attached at Appendix E, details the specific roles and responsibilities of the Controller, the Processor and any Sub-processors.

6.3 In certain circumstances, DCMS (the Controller) is required to conduct a Data Protection Impact Assessment (“DPIA”) prior to any processing. A DPIA may be undertaken after contract award but prior to any processing with support from the Tenderer or Supplier (the Processor), factoring in time to consult the ICO if the DPIA relates to high risk processing.

1. **ELIGIBILITY OF TENDERERS (JOINT VENTURES OR CONSORTIA)**
   1. Tenderers may take the form of sole legal entities or may wish to combine to form consortia, joint ventures (JVs), unincorporated associations or partnerships. This may, for example, apply to entities who feel that alone they do not have the capacity or capability to address the size and scale of the Department’s requirement. Tenderers are responsible for determining the most appropriate approach to delivering their proposal, should consider the instructions below and also consider whether sub-contracting alone may be sufficient.
   2. The following additional instructions apply to Tenderers who put forward a joint approach:

(i) A Lead Party must be identified that shall submit a ITT response on behalf of all Parties to the JV/consortium;

(ii) The Lead Party shall be responsible for all communication with the Department during the procurement process;

(iv) As part of their ITT response, the Tenderer must submit a structure diagram identifying the roles and relationships between the Parties including all relevant companies, their respective parent or ultimate holding companies.  The structure should make clear who will be contractually responsible for delivery of the contract and ensure that, as a minimum, the legal obligations and liabilities of the Tenderer are borne by an entity or entities which satisfy the financial and economic requirements set out in the ITT. Where the group is proposing to create a separate legal entity, such as a special purpose vehicle (SPV) or consortium, they should provide details of the actual or proposed percentage shareholding of the constituent members within the new entity and details of its legal and operational structure. An SPV is a legal entity that is formed to perform a specific contract;

(v) Appendix C (Tender Submission Statement) should be completed and signed by all Parties together with written confirmation from each Party that they authorise the Lead Party organisation to act on their behalf in relation to this procurement exercise;

(vi) If awarded a Contract, unless otherwise stated in your submission, each of the Parties shall be jointly and severally responsible for the due performance of any contract with the Department.

* 1. Tenderers must advise the Department if there is any change to their legal status and/or composition during or after the procurement process, and the Department reserves the right to disqualify Tenderers where significant or material changes occur.

1. **NO MARKETING RIGHTS**
   1. Tenderers shall not and shall procure that their subcontractors, representatives, agents and/or advisors do not do any of the following without obtaining the prior written consent of the Department:

(i) make a public statement or communicate in any form with the media in connection with this procurement process;

(ii) use any trademarks, logos or other intellectual property rights associated with the Department and/or its stakeholders;

(iii) represent that the Tenderer is directly or indirectly associated in any way with the Department and/or its stakeholders or that its or their respective products and/or services are in any way endorsed by the Department and/or its stakeholders; or

(iv) do anything or refrain from doing anything which would have an adverse effect on or embarrass the Department and/or its stakeholders.

1. **ADDITIONAL REQUIREMENTS**

9.1 **Information Sharing Across Government**

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Department may disclose within Government any of the Tenderer's documentation/information (including any that the Tenderer considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Tenderer to the Department during this procurement. The information will not be disclosed outside Government. Tenderers taking part in this competition consent to these terms as part of the competition process.

9.2 **Government Security Classifications**

The Government has introduced its new Government Security Classifications (GSC) classification scheme to replace the current Government Protective Marking System (GPMS). A key aspect of this is the reduction in the number of security classifications used. All potential Tenderers are encouraged to make themselves aware of the changes and identify any potential impacts in their tender, as the protective marking and applicable protection of any material passed to, or generated by, you during the tender process or pursuant to any contract awarded to you as a result of this tender process will be subject to the new GSC. The link below to the Gov.uk website provides information on the new GSC:

[https://www.gov.uk/Government/publications/Government-security-classifications](https://www.gov.uk/government/publications/government-security-classifications)

The Department reserves the right to amend any security related term or condition of the draft contract accompanying this ITT to reflect any changes introduced by the GSC.

9.3 **Cyber Essentials Scheme**

It is mandatory for Suppliers to demonstrate that they meet the technical requirements prescribed by Cyber Essentials for those contracts featuring any of the characteristics set out below.

The requirements can be found at:https://www.cyberaware.gov.uk/cyberessentials/

Any of the following characteristics will necessitate the requirements prescribed by Cyber Essentials:

i) Where personal information of citizens, such as home addresses, bank details, or payment information is handled by a Supplier.

ii) Where personal information of HMG employees, Ministers and Special Advisors such as payroll, travel booking or expenses information is handled by a Supplier.

iii) Where ICT systems and services are supplied which are designed to store, or process, data at the OFFICIAL level of the Government Protective Marking scheme.

Where any of the above apply, assurance will be required that Suppliers themselves exercise good cyber security practice, holding Cyber Essentials as a minimum by contract commencement.

Potential Suppliers are required to implement appropriate arrangements for data security at all times, particularly relating to the transmission and storage of personal data. Such procedures must meet the standards outlined in the Data Protection Act.

9.4 **CE marking**

Any applicable product provided as part of your response must comply with EU safety, health and environmental requirements and bear CE marking in line with the following guidance: <https://www.gov.uk/guidance/ce-marking>.

9.5 **Armed Forces Covenant**

The Armed Forces Covenant is a public sector pledge from Government, businesses, charities and organisations to demonstrate their support for the armed forces community. The Covenant was brought in under the Armed Forces Act 2011 to recognise that the whole nation has a moral obligation to redress the disadvantages the armed forces community face in comparison to other citizens, and recognise sacrifices made.

The Covenant’s 2 principles are that:

• the armed forces community should not face disadvantages when compared to other citizens in the provision of public and commercial services

• special consideration is appropriate in some cases, especially for those who have given most such as the injured and the bereaved.

DCMS encourages all Tenderers, and their suppliers, to sign the Corporate Covenant, declaring their support for the Armed Forces community by displaying the values and behaviours set out therein.

Guidance on the various ways you can demonstrate your support through the Corporate Covenant is at [The Corporate Covenant](https://www.gov.uk/government/collections/armed-forces-covenant-supporting-information).

If you wish to register your support you can provide a point of contact for your company on this issue to the Armed Forces Covenant Team at the address below, so that the MOD can alert you to any events or initiatives in which you may wish to participate. The Covenant Team can also provide any information you require in addition to that included on the website.

Email address: covenant-mailbox@mod.uk

Address: Armed Forces Covenant Team, Zone D, 6th Floor, Ministry of Defence, Main Building, Whitehall, London, SW1A 2HB

The Armed Forces Covenant is not a condition of working with DCMS now or in the future, nor will this issue form any part of the tender evaluation, contract award procedure or any resulting contract. However, DCMS very much hopes you will want to provide your support.

1. **DRAFT TIMETABLE**

10.1 This timetable is provided as a guideline only and is subject to change.

| **Description** | **Date** |
| --- | --- |
| Issue of ITT | 17th April 2024 |
| Deadline for clarification questions | 24th April at 12pm |
| **Deadline for receipt of Tender Responses** | **1st May 2024 at 12pm** |
| Contract award notification | 13th May 2024 |
| Contract commencement | 14th May 2024 |
| Start up meeting | 14th May 2024 |
| Service commencement | 14th May 2024 |
| Contract end date | 31st July 2024 |

10.2 The Department reserves the right to extend the contract for up to a further year.

1. **RESPONSE CHECKLIST**

Please ensure you have provided all the relevant documents in the table below when sending your Tender Response. The following documentation will form your Tender Response and should be provided via the Atamis e-sourcing portal by the deadline for receipt of Tender Response stated at 10.1 (above) of this ITT document:

| **Document description** | **Mandatory to provide?** | **Format** | **File name** (please name your documents as below when uploading to Atamis) |
| --- | --- | --- | --- |
| **Part 1** | | | |
| Technical Submission | Mandatory | Word/PDF (single document containing responses to Questions 1-4) | “**Tenderer name**\_Technical Submission” |
| **Part 2** | | | |
| Appendix B: Pricing Schedule | Mandatory | Word/PDF/Excel spreadsheet (template at Appendix B) | **“Tenderer name**\_Pricing Schedule” |
| Appendix B: Pricing Schedule | Mandatory | Word/PDF/Excel spreadsheet (template at Appendix B) | **“Tenderer name**\_Redacted Pricing Schedule” |
| **Other Appendices** | | | |
| Appendix A: Company Information | Mandatory | Word/PDF  (template at Appendix A) | “**Tenderer name**\_Appendix A” |
| Appendix C: Tender Submission Statement | Mandatory | Word/PDF (signed)  (template at Appendix C) | “**Tenderer name**\_Appendix C” |
| Appendix D: Commercially Sensitive Information | Only if desired | Word/PDF  (template at Appendix D) | **“Tenderer name**\_ Appendix D” |

**SECTION 2**

**SPECIFICATION OF REQUIREMENTS (‘Specification’)**

**Overview**

The Department for Culture, Media and Sport (DCMS) is looking to procure a supplier to provide independent technical assurance to the multi-sport facility projects being funded through the Multi-Sport Grassroots Facilities programme. The programme is being delivered in England through the Football Foundation, and by the Football Associations in Scotland, Wales and Northern Ireland.

The assurance we are seeking is for projects due to be delivered in Scotland and Wales primarily, with the potential for projects in Northern Ireland to be included also. We know that Sport England has a framework in place, to ensure projects can access technical assurance support in England (this framework is currently being updated so that Scotland/Wales and Northern Ireland can use this same framework, but it’s not yet in place). Appointing a separate supplier for Scotland, Wales and Northern Ireland will provide an extra layer of delivery confidence to ensure all funded projects can be delivered effectively and represent value for money for the Government, the club and the Football Associations. The supplier will need to be in place as soon as possible to help assess bids/projects looking to deliver from April 2024, and provide advice and guidance to projects already being delivered.

**Background**

The Multi-Sport Grassroots Facilities Programme is investing over £325 million between 2021 and 2025 to level up facilities across the whole of the UK. This programme provides funding to make essential facility improvements, so that communities have a high-quality pitch to play on, and is a clear demonstration of the government’s commitment to levelling up all corners of the United Kingdom.

In total, £204 million has been invested since 2021 to improve grass and artificial pitches, changing rooms and floodlights to make a real difference to communities across the UK. A further £98 million of government funding by March 2025 will provide spaces for people to get active, whatever their background and wherever they live.

Funding will be allocated by the Football Associations to projects led by local authorities, schools, community organisations and clubs, based on their ability to increase participation, especially among under-represented groups and in deprived areas, and to do so in a manner that benefits sports beyond football - 40% of the investment will be distributed to projects that support sustained and regular use for a sport other than football, to boost participation in these sports.

**Purpose**

Both the grant applications and projects themselves are developed and delivered by clubs, local authorities, schools and community groups with varying capability. The projects being delivered range from new and upgrading of grass and artificial football pitches (of varying sizes), new and replacement LED floodlights, solar panels and accessibility improvements, as well as small capital grants toward facilities and maintenance equipment. Therefore, due to the varying scale and capability of projects, applying this additional layer of assurance will help ensure funded projects deliver to scope, cost and time, represent value for money and that support is in place for projects to be managed effectively.

We anticipate that c.22 projects will be in scope of the assurance, with any additional assurance after summer 2024 likely being covered by separate assurance arrangements, but we may look to extend this contract later on in the year if required.

**Scope of services required:**

* Provide support services to between 20-25 projects and project bids across Scotland, Wales and possibly Northern Ireland by:
  + Conducting an audit of individual projects at either pre-grant award stage, or projects already in delivery. The audit would review funding applications and would review the project's proposal, procurement, cost plan, environmental sustainability enhancements, contingency and risks, to offer an additional professional review of the potential deliverability.
  + Conducting an audit of individual projects in delivery. The audit would review the project, delivery plan, risks and identify any issues in project delivery; establish whether the project is on track or whether expenditure of public funds may have been compromised; and provide recommendations to improve project deliverability as a result).

**Specific Market Knowledge:**

* When providing recommendations to DCMS, delivery partners and projects: produce guidance in relation to sports facilities and equipment on:
  + current procurement, construction, material supply and costs trends
  + environmental sustainability measures
  + regulatory and legislative requirements and building systems and processes
  + best practice design and building methods

**Project Outputs**

We would expect:

* **W/c 13th May** - kick off meeting with Programme Team and appointed supplier
* **24th May -** agree portfolio of projects that will be Technically Assured
* **W/c 17th May - 14th June -** desk based assurance activity to be undertaken across Scotland, Wales and possibly Northern Ireland projects, with individual projects reports, with key recommendations per project, produced by the end of June
* **Mid-June - Mid-July** - The final thematic report should be written and shared with DCMS; which shares key recommendations and learnings that can be taken forward in future.

**Project Outcomes**

* To conduct assurance reviews across projects and funding applications in order to review viability, deliverability and value for money; and where necessary provide recommendations to ensure these three criteria are met.

**Please note:** upon being awarded the contract, the successful supplier will be expected to meet with DCMS on w/c 13th May to agree project outputs, outcomes and timings as set-out above.

**Budget**

From the requirements of this work, we estimate to spend a range of between £70k-£95k for this work.

**SECTION 3**

**EVALUATION CRITERIA**

**Questionnaire and Evaluation Criteria**

The elements of the Tender Response to be evaluated will be made up of 2 parts as shown below:

| **Part** | **Description** | **Weighting** |
| --- | --- | --- |
| PART 1: | Technical Submission | 60% |
| PART 2: | Pricing Schedule | 40% |
| **Total:** | | **100%** |

These are described in more detail below, together with information on how they will be assessed.

**PART 1: Technical Submission**

The questions in Part 1 are weighted, showing the relative importance of each criteria (expressed as a percentage). The total weighting for this section is **60%**. This is made up of the below questions:

| **Question** | **Weighting** |
| --- | --- |
| **1: Conflict of Interest** | Pass/Fail |
| **2: Understanding of the sector** | 20% |
| **3: Skills, expertise and capacity** | 20% |
| **4: Methodology** | 20% |
| **TOTAL FOR TECHNICAL SUBMISSION:** | **60%** |

Each question response will be evaluated and marked on a scale of 0-4 where:

**0** – **Serious concerns:** e.g. does not meet requirements, and/or raises serious concerns

**1** – **Minor concerns:** e.g. meets some requirements but with gaps and/or some minor concerns

**2** – **Adequate confidence:** e.g. meets most/all requirements, but lacks sufficient detail or evidence in some areas

**3** – **Good confidence:** e.g. meets all requirements and provides a detailed response but lacks evidence in minor areas

**4** – **Excellent confidence:** e.g. meets all requirements, provides a detailed response and evidence which demonstrates a particularly strong understanding of the requirements

Your score will be determined by the marks awarded for each question (out of 4), in accordance with the applicable weighting.

For example, if the weighting for a question is 10%, a mark of 4 for that question would lead to a score of 10%. A mark of 3 would lead to a score of 7.5%, a mark of 2 would lead to a score of 5%, a mark of 1 would lead to a score of 2.5%, and mark of 0 would lead to a score of 0%.

The questions for the Technical Submission along with the evaluation criteria for each, are shown below:

| **Question** | **Response Requirements** | **Weighting** |
| --- | --- | --- |
| **Question 1: Conflict of Interest** | Please advise if there is any actual or perceived conflict of interest with regards to this contract and your organisation including members of staff.  **Pass/Fail scoring criteria as follows:**  The Department’s opening panel will meet with the Department’s legal department and representatives from the technical evaluation panel to discuss any actual or potential conflict of interest issues that have been disclosed by a Tenderer. The attendees at this meeting will decide whether the Tenderer’s internal management processes and controls are satisfactory to safeguard against the actual or potential conflict of interest.  If the team agrees that a Tenderer’s internal management processes and controls are insufficient to safeguard against any conflict of interest issues. The team will make a recommendation to the Commercial Director to exclude that Tenderer from the procurement exercise. | Pass/Fail |
| **Question 2: Understanding of the Sector** | Please demonstrate your understanding of the sector - for this Contract, and potential challenges that may be faced within this industry. The scope of the work is as follows:  **Evaluation criteria:**  Your response should demonstrate that the Tenderer has a sound understanding and knowledge of the relevant sector and subject matter area, to enable successful delivery of the Contract. This should include awareness of relevant current issues. The Tenderer should identify key potential challenges that may be faced in the industry, with an appropriate approach to managing and resolving these effectively.  Page limit: 3 A4 sides | 20% |
| **Question 3: Skills, expertise and capacity** | Please demonstrate the relevant skills and expertise of your organisation and staff, to undertake this work. Please provide CV details (key information, not full CVs) for up to 3 Key Persons who will be responsible for delivering this work. Please include an organogram showing a summary of roles and responsibilities, and the amount of each person’s time to be dedicated to this project. Please also demonstrate that you have sufficient capacity to carry out this work. If the team includes any staff who are not permanently employed by your organisation please include details and advise how they will be secured and managed for the duration of the Contract.  **Evaluation criteria:**  Your response should provide evidence that the Tenderer and Tenderer’s team has excellent and relevant skills, expertise and experience to enable successful delivery of the project, with appropriate knowledge of the subject matter area. The response should demonstrate appropriate allocation of resource and give confidence that appropriate key persons will dedicate sufficient time to the contract. The response should demonstrate there is sufficient capacity to carry out this work, and manage this project as a priority alongside any other current work.  Page limit: 3 A4 sides (including CV details and organogram) | 20% |
| **Question 4: Methodology** | Please provide details of your methodology for the project, from contract commencement to contract completion.  This should include:   * Proposed methodology for how you will carry out the work including key tasks and activities * Rationale for your proposed approach * High level project plan * How you will meet the timescales required, and ensure the timings and contract price are not exceeded * Key risks you feel may arise and how you will overcome these   **Evaluation Criteria:**  Your response should:   * Demonstrate a clear and appropriate methodology for delivering the contract requirements, with clear rationale * Provide confidence in your approach and ability to deliver the scope of the project, in an appropriate manner * Provide confidence that the timescales and price will not be exceeded * Identify key risks and propose appropriate mitigation strategies   Page limit: 3 A4 sides | 20% |
| **TOTAL FOR PART 1:** | | **60%** |

**Note: Please do not include any financial or pricing information in your Technical Submission.**

**The Department reserves the right to reject any Tenderer who scores ‘0’ in any of the questions in Part 1, and/or achieves an overall score of less than 60% in Part 1.**

**PART 2 Pricing Schedule**

Part 2 is weighted, with a total weighting of 40% for this section.

Please complete the template provided (Appendix B Pricing Schedule) and ensure all relevant sections are completed. Please also provide a redacted version of Appendix B Pricing Schedule which provides all the information requested except any pricing e.g. fixed prices or day rates.

**1. Completion of the Pricing Schedule**

## Tenderers should complete the Pricing Schedule as per Appendix B to this ITT.

## Prices quoted should be in GBP £ Sterling, and should include all costs and expenses, and exclude VAT.

**2. Evaluation of the Pricing Schedule**

## The commercial evaluation will be carried out by establishing the assessed price of each Tender, taken from each completed Pricing Schedule. The assessment will be conducted against the fixed prices tendered in the Pricing Schedule.

Should there be any clarifications with the Tenderer during the evaluation process which, as a result of the clarification, results in any price adjustment to the Tenderers original submission the adjusted price (where accepted) will be taken as the final fixed Tender Price for evaluation.

## The maximum marks available for this part of the Tender will be 40% and will be awarded to the Tenderer submitting the lowest price. The remaining Tenderers will receive marks on a pro rata basis from the lowest to the highest price.

The calculation used is the following:

Score = Lowest Tender Price x 40 (Maximum available marks)

Tender Price

For example, if three Tender Responses are received and Tenderer A has quoted £3,000 as their total price, Tenderer B has quoted £5,000 and Tenderer C has quoted £6,000 then the calculation will be as follows:

Tenderer A Score = (£3000/£3000) x 40 (Maximum available marks) = 40%

Tenderer B Score = (£3000/£5000) x 40 (Maximum available marks) = 24%

Tenderer C Score = (£3000/£6000) x 40 (Maximum available marks) = 20%

**3. Abnormally low tenders**

Tenders with abnormally low prices may be rejected by the Department. Prices that are suspiciously low in the opinion of the Department will be considered further before a decision is taken as to whether the price is abnormally low. This will include clarification with the relevant Tenderer.

**4. Total Scores and Award decision**

## The Department will award the Contract to the Tenderer submitting the most economically advantageous offer from the point of view of the Department.

## The most economically advantageous offer will be the Tender that achieves the highest combined final score (out of 100%), made up from the Technical Submission score (max score = 60) and the Pricing score (max score = 40).

## The Department will notify all Tenderers of its contract award decision.

**APPENDIX A**

**COMPANY INFORMATION**

Please complete and upload as part of your Tender Response.

| Tender reference: | **104144 - Multi-Sport Grassroots Facilities Technical Assurance** |
| --- | --- |
| Tenderer organisation name (company name). |  |
| Company registration number (as listed with Companies House). |  |
| Company registered address (as listed with Companies House) or official legal address. |  |
| Postal / trading address, if different. |  |
| Contact details of lead member of staff responsible for organisations tender submission (main point of contact) – please provide contact name, role in organisation, phone number, e-mail address. |  |
| DUNS number if applicable. |  |
| Date the organisation was established / incorporated? |  |
| If your organisation is a subsidiary of another organisation, please provide the name and address or registered office and company registration number of the holding or parent organisation and the ultimate parent (if applicable). Please provide a diagrammatic illustration of the ownership structure of the Tenderer including relations to any parent or other group or holding companies. Please name the file "Tenderer name\_Parent Co". |  |
| If you are tendering as a Joint Venture or Consortium, please provide details here and submit a structure diagram identifying the roles and relationships between the Parties including all relevant companies, their respective parent or ultimate holding companies.  The structure should ensure that, as a minimum, the legal obligations and liabilities of the Tenderer are borne by an entity or entities which satisfy the financial and economic requirements set out in the ITT. Please name the file "Tenderer name\_JV". |  |
| *The below information will not be used in any way to affect the selection process. It is collected to enable DCMS to monitor its procurement processes and ensure they are fair and non-discriminatory.* | |
| Does the Tenderer’s business (including parent company if relevant) fall under the European definition of a Small or Medium sized enterprise (SME)? Criteria can be found here: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm> |  |
| If yes, please state which one: Medium enterprise / Small enterprise / Micro enterprise |  |
| Is the Tenderer a voluntary, community and social enterprise (VCSE) organisation? |  |
| Is the Tenderer a business which has a majority (51% or more) ownership by individuals who are from Black, Asian or other non-white minority ethnic (BAME) groups? |  |
| Is the Tenderer a business which has a majority (51% or more) ownership by women? |  |
| Is the Tenderer a business which has a majority (51% or more) ownership by disabled people? |  |

**APPENDIX B**

**PRICING SCHEDULE**

(Please complete and upload as part of your Tender Response. Please also provide a redacted version of Appendix B Pricing Schedule which provides all the information requested accept any pricing e.g. fixed prices or day rates)

Tenderer Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Table A**

| **Activity / Milestone Description** | **Price:** |
| --- | --- |
| Completion of all project audits | **£** |
| Final overall findings and recommendations report shared with DCMS | **£** |
| **Total Fixed Tender Price (total of the above)** | **£** |

**Table B**

| **Job Title:** | Role 1  *[Job Title]* | Role 2 *[Job Title]* | Role 3 *[Job Title]* | Role 4  *[Job Title]* | Role 5 *[Job Title]* | Role 6 *[Job Title]* | **Total days per activity:** | **Total cost per activity:** |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Rate per day:** | £ | £ | £ | £ | £ | £ |  |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| [*Activity description*] |  |  |  |  |  |  |  | £ |
| **Total days per job title:** |  |  |  |  |  |  |  |  |
| **Total Fixed Tender Price (total of the above)** | | | | | | | | **£** |

Please complete both Table A and Table B.

All pricing shall be exclusive of VAT.

Day rates shall include expenses, and shall provide a baseline for any contract variations or extensions.

Pricing shall be a Fixed Price for delivering the full scope of work, including all fees, costs and expenses. This shall include incorporating comments and feedback from DCMS and our stakeholders, where appropriate.

Payment will be in arrears, on completion of all deliverables to the satisfaction of DCMS.

**APPENDIX C**

**TENDER SUBMISSION STATEMENT**

(Please print, sign, scan and upload as part of your Tender Response)

**TENDERER NAME:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MAIN ADDRESS:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**ITT ISSUE DATE:**  17th April 2024

**RETURN TO BE RECEIVED -**  1st May 2024

**INVITATION TO TENDER - Ref. 102853 - Multi-Sport Grassroot Facilities Technical Assurance**

1 We the undersigned, having read the Invitation to Tender, which includes the contract terms and conditions, hereby offer to supply the services specified therein (to the extent that the Department may decide on considering our bid) at the price(s) stated in our tender and unreservedly accept the terms and conditions as set out in the contract and related annexes.

2 We agree that any other terms and conditions of contract or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this bid or with any contract resulting from the bid shall not be applicable to this bid or the contract.

3 We certify this is a Bona Fide submission and that we have not fixed or adjusted the amount of the tender by, or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not at any time before the specified date and time for the return of the tender undertaken any of the following acts:

* communicated to any person other than the person calling for the tender the amount or approximate amount of the proposed tender other than for the purpose of obtaining a quotation of an insurance premium required for the purpose of the tender;
* entered into any agreement or arrangement with any other person so that he shall refrain from tendering or as to the amount of any tender to be submitted;
* offered, paid, given or agreed to pay or give consideration directly or indirectly to any person for having done or for doing, in relation to another tender or proposed tender for the paid work or any act or forbearance of the sort described above.

4 The word “person” includes any person, body or association corporate or otherwise. The phrase “any agreement or arrangement” includes any such transaction, formal or informal, and whether legally binding or otherwise.

5 We understand that if we wish to advance reasons why the provisions of regulation 50 of the Public Contracts Regulations 2015 (SI 2015/102) should not apply to the information contained in our tender, these shall be enclosed in our tender response.

**Signature** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Name** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Position** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Telephone No** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Fax No** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**E-mail** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Note: In the case of JV/Consortium responses this statement should be completed and signed by all Parties together with written confirmation from each Party that they authorise the Lead Party organisation to act on their behalf in relation to this procurement exercise.

**APPENDIX D**

**COMMERCIALLY SENSITIVE INFORMATION**

(Only if desired: please complete and upload as part of your Tender Response)

Please refer to Paragraph 5 of Section 1 of the ITT (Freedom of Information).

| Page Number (in your tender) | Clause/paragraph numbered (or other identification) | Explanation of harm which may result from disclosure and time period applicable to any sensitivity |
| --- | --- | --- |
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**APPENDIX E**

**CONTRACT FOR SERVICES**

(This is provided as a separate attachment. For information)