



**PART A: SPECIFICATION**

**PART B: INVITATION TO TENDER**

# **Galileo Multi Academy Trust**

## **Tender for the Supply of IT Equipment**

Contract Period: October 2022 – 31 August 2025

With the option to extend for up to 24 months (+1yr, +1yr)

**Closing Date: Thursday 22<sup>nd</sup> September 2022, 12 noon**

## Contents

GLOSSARY .....	5
PART A: IT EQUIPMENT SPECIFICATION .....	6
1. Introduction & Key Contract Requirements .....	6
1.1. Introduction to the Opportunity.....	6
1.2. Galileo Multi Academy Trust.....	6
1.3. Overview of Requirements .....	7
1.4 Aims and Objectives.....	8
1.5 Location of the Trust, and Trust School Sites.....	8
1.6 Contractual Arrangements & Start Date.....	9
2 Current IT Service/Arrangement Details.....	9
2.1 Current Services/Arrangement.....	9
2.2 Equipment Ownership .....	9
3 The Opportunity and Requirements .....	9
3.1 Future Contract Opportunity .....	9
3.2 Specific Requirements .....	10
PART B: INVITATION TO TENDER .....	13
4 Invitation to Tender .....	13
4.1 Tender Timeline .....	13
4.2 Tender Query Responses .....	13
4.3 Presentations .....	14
4.4 Potential Supplier Questions and Clarification .....	14
4.5 Tender Response Format .....	14
5 Submission Details & Evaluation Criteria.....	16
5.1 Submission details.....	16
5.2 Evaluation Criteria.....	16
5.3 Evaluation Methodology.....	18
5.4 Evaluation Process .....	18
5.5 Provider Clarifications.....	19
6 General Tender Information .....	19
6.1 Information Provided.....	19

6.2	Additional Information.....	19
6.3	Terms & Conditions of Contract .....	19
6.4	Notification of Award.....	20
6.5	Debriefing.....	20
6.6	Conditions of Tendering.....	20

<b>Appendices</b>
Appendix 1 – School & Trust Data

<b>Tenderer Returns – <i>For Completion and Return with Tenderer's Submission/Proposal</i></b>
Appendix A – Supplier Questionnaire for completion
Appendix B – Costing Schedules for Completion

## GLOSSARY

The following words and expressions used within this invitation to Tender shall have the following meanings (to be interpreted in the singular or plural as the context requires):

TERM	MEANING
<b>Tenderer</b>	Means an organisation that submits a completed tender in response to this Invitation to Tender document.
<b>GMAT</b>	Means Galileo Multi Academy Trust
<b>Call-Off Terms</b>	Means the terms on which the Contractor shall provide the ordered Services to the Client as set out in this document and the Tenderer's tender returns (submission and financial schedules)
<b>CFOO</b>	Chief Financial & Operating Officer
<b>Client</b>	Means Galileo Multi Academy Trust
<b>Contract</b>	Contract to be agreed by both parties, following selection of preferred supplier.
<b>Contractor</b>	Means a Contractor appointed to provide required equipment
<b>Contract Term</b>	Initial 3-year contract, with option to extend by GMAT on a +1 +1-year basis (2 year maximum).
<b>Client</b>	Means Galileo Multi Academy Trust or 'the Trust.'
<b>Mission &amp; Vision</b>	Please refer to: <a href="http://www.galileotrust.co.uk">www.galileotrust.co.uk</a>
<b>Products</b>	Means the IT equipment which form part of the requirements of the Client (as appropriate).
<b>Service User</b>	Means the recipient of the Service pursuant to, and in accordance with a Contract based on this Specification and Tenderers' tender returns.
<b>Staff</b>	Means any personnel engaged by the Contractor to work on the provision to satisfy the requirements of any stakeholder.
<b>Tender</b>	Means the tender submitted to the Client in response to this Invitation to Tender document.

## PART A: IT EQUIPMENT SPECIFICATION

### 1. Introduction & Key Contract Requirements

#### 1.1. Introduction to the Opportunity

This is an Invitation to Tender (ITT) with information, instructions and guidance provided in this document, following consideration of which the Tender submission should be completed and returned by all Tenderers who wish to tender for the IT Equipment contract described in the following pages.

GMAT is undertaking this tender process with the objective of sourcing a provider(s) to provide high-quality, reliable, fit-for-purpose, and cost-effective IT equipment to all school pupils, staff, and visitors, whilst ensuring the equipment is covered by an acceptable warranty.

This document is for the provision of IT equipment to Central Team staff, and across all ten GMAT primary schools. A full list can be found at **Section 1.5**.

The 4 Lots being tendered are as follows:

- Lot 1 – Laptops for both staff and pupils
- Lot 2 – Desktop Computers for both staff and pupils
- Lot 3 – Monitors and other peripheral devices
- Lot 4 – Interactive Touchscreens

#### 1.2. Galileo Multi Academy Trust

Galileo is an exciting multi academy Trust based in Redcar and Cleveland, serving just over 3,000 children aged 2 – 11 with around 500 staff. We are currently a family of ten 'Good' and 'Outstanding' schools whose vision is: 'To make Galileo Multi Academy Trust a leading provider of education, recognised for its core values, ensuring each pupil thrives, develops a love for learning and is prepared to take their next steps in life.'

Our values are:

We are **AMBITIOUS** and want every child and colleague to reach their full potential with confidence and to enjoy their learning and work.

We are **INCLUSIVE** so everyone has an opportunity to shine whatever their talents or interests, and no one is left behind.

We always act with **INTEGRITY** ensuring that the children in our trust are at the centre of everything we do, and every decision we make.

Our core values make us a great organisation of which to be a part, every member of our school community is equally important to us, we strive to build great and long-lasting working relationships with all our suppliers and partners.

### 1.3. Overview of Requirements

GMAT is looking to move to a rolling IT refresh plan which we hope will enable the Trust to harvest economies of scale in the procurement of IT Products and services to enable effective and efficient operations across the Trust.

Having recently implemented a Trust-wide digital policy we are now looking to standardise all equipment throughout the Trust to ensure all products represent quality, are fit-for purpose, and are essentially 'value for money'.

#### **Inclusive and Proactive**

Our aim is to appoint a provider(s) that can demonstrate a close cultural fit with the Trust and has a 'can-do' inclusive, proactive approach to working in partnership with GMAT. The successful provider(s) must take the time to understand the Trust and its diversity with a wide pupil and staff demographic.

#### **Shared Ethos & Values**

Provider(s) are expected to demonstrate throughout their submission how their values are aligned to the Trust. Provider(s) will be asked to demonstrate why education is important to them and how they support this within their business.

#### **Flexibility & Partnership**

GMAT needs complete flexibility from its contractor to ensure all IT equipment continually meet and exceed expectation.

Frequent Contract management meetings between the Chief Financial and Operating Officer and the successful provider(s) is expected, ensuring continued Aims and Objectives are met, and the options defined in this document continue to be fit-for-purpose.

GMAT wishes to appoint a provider(s) who will deliver an all-around excellent service for that is befitting of a high-quality learning environment and provides levels of excellent customer satisfaction.

It is essential that the Tenderer proposes an exciting, innovative offer. The successful Tenderer will provide excellent customer service, be adaptable, agile, and flexible in their offer, changing with the demands of customers and the needs of the Trust. These qualities and how they will be achieved need to be demonstrated throughout the tender submission.

The ultimate key requirements for GMAT from its IT Equipment provider is to ensure that there are exceptionally high and consistent levels of customer satisfaction for all the equipment provided throughout the Trust. In addition, there must be systems in place to ensure that these levels are sustained and that the services continually replicate and complement the Trust's strategic goals.

The Trust needs to ensure that it is receiving 'best value' from its IT Equipment provider throughout the duration of the contract.

## 1.4 Aims and Objectives

The main reasons for completing this procurement exercise are as follows:

- To enable increased visibility and uniformity of our assets, ensuring standardising throughout the Trust
- Eliminate the need for schools going to tender/getting quotes each time they need to make a purchase – saving administration time
- Provide better visibility of IT procurement – to help identify opportunities for improvement and to ensure we achieve our digital strategy
- Ensure that IT equipment meets users' needs – so staff & pupils get the correct equipment
- Introduce time and cost efficiencies, ensuring 'value-for-money'.
- Improve our processes to ensure that all old and obsolete IT equipment is disposed of correctly helping the Trust meet environmental and legal obligations
- Ensure kit has adequate warranty
- To help our IT partners, ONE IT provide consistent second line support and maintenance

Having up-to-date equipment will enhance the reputation and capabilities of the school's and ultimately the Trust. Improving our IT equipment will help ensure each child receives a quality education while enabling the Trust to achieve its strategic, management and operational objectives of providing an efficient and effective service to its stakeholders.

Once an agreed refresh programme is implemented, the Trust will benefit from an improved ability to deliver the level of IT required, for example, having the appropriate PC, laptop, and smartboard technology in place to support digital collaboration internally and externally, and most importantly enhance pupil experience and perception of the Trust's IT.

## 1.5 Location of the Trust, and Trust School Sites

The table below details the GMAT participating school addresses (subject to additional schools joining):

**GALILEO MULTI ACADEMY TRUST** – THE INNOVATION CENTRE, KIRLEATHAM BUSINESS PARK, VIENNA COURT, REDCAR, TS10 5SH

**COATHAM CoE PRIMARY SCHOOL** - COATHAM ROAD, REDCAR, TS10 1QY

**GALLEY HILL PRIMAY SCHOOL** - CAMPION DRIVE, GUISBOROUGH, TS14 8DW

**GREEN GATES PRIMAY SCHOOL** - KEILDER CLOSE, REDCAR, TS10 4HS

**INGS FARM PRIMAY SCHOOL** - STIRLING ROAD, REDCAR, TS10 2JZ

**JOHN EMERSON BATTY PRIMAY SCHOOL** - WALNUT GROVE, REDCAR, TS10 3PG

**LAKES PRIMARY SCHOOL** - WEST DYKE ROAD, REDCAR, TS10 4JH



**NEW MARSKE PRIMARY SCHOOL** - BIRKDALE ROAD, NEW MARSKE, REDCAR, TS11 8BN

**ST PETER'S CoE PRIMARY SCHOOL** - MARSHALL DRIVE, BROTTON, SATBURN-BY-THE-SEA, TS12 2UW

**WESTGARTH PRIMARY SCHOOL** - REDCAR ROAD, MARSKE-BY-THE-SEA, REDCAR, TS11 6AE

**WHEATLANDS PRIMAY SCHOOL** - HUNDALE CRESCENT, REDCAR, TS10 2PU

**Appendix 1 (School & Trust Data)** provides background data per school of the number of pupils and staff at each school.

## 1.6 Contractual Arrangements & Start Date

The IT Equipment Contract is intended to start on 24<sup>th</sup> October 2022 and will be in place for a period of approximately 3 years until 31<sup>st</sup> August 2025, with the option for the Trust to extend the Contract for a period of up to 24 months, on a 1-year plus 1-year basis, subject to Contract performance and agreement by both parties.

# 2 Current IT Service/Arrangement Details

## 2.1 Current Services/Arrangement

The Trust currently enjoy a collaborative contractual arrangement with ONE IT who provide all schools within the Trust with advice and support in respect of our IT requirements. At present, all IT equipment is procured at school level with help and support from either ONE IT, or the Trust's central team, while following the Trust's procurement policy. This is a labour-intensive approach as it requires a procurement exercise to be followed each time an IT equipment need is identified. Dependent upon value this can take the form of obtaining three quotations from different suppliers, or a full tender process.

## 2.2 Equipment Ownership

The Trust is currently undertaking an inventory of the current IT equipment for each of the schools, which will be available to the successful provider(s).

All equipment is owned by the Trust.

# 3 The Opportunity and Requirements

## 3.1 Future Contract Opportunity

The new contract is scheduled to commence on the **24 October 2022, with mobilisation from early October 2022**. The contract will run from **24 October 2022 through to 31 August 2025**. There is the option to extend for a further two years (on a +1year, +1year basis).

The Trust's Chief Financial & Operating Officer will facilitate the tendering process.

## 3.2 Specific Requirements

High-level Requirements are outlined below:

- Lot 1 – Laptops for both staff and pupils
- Lot 2 – Desktop Computers for both staff and pupils
- Lot 3 – Monitors and other peripheral devices
- Lot 4 – Interactive Touchscreens

Detailed specifications are included in **Appendix B – Costing Schedule**.

### 3.2.1 Customer Service, Communication and Feedback

GMAT enjoys good working relationships with all providers.

The Provider shall encourage stakeholder feedback and shall deal promptly, reasonably, efficiently, and courteously with stakeholder comments and criticisms arising from the Provider's operation of service.

A record is to be kept of all comments and the resulting actions which are also to be communicated back to the person who made them. All results must be made available to the Trust Chief Financial & Operating Officer (CFOO). The Provider shall notify the Trust CFOO of any serious complaints or other significant feedback as soon as it is reasonably practicable.

### 3.2.2 Financial Management

Providers are invited to propose their costings, detailing any costs, for element of the contract for the Lot(s) they are bidding within **Appendix B - Costing Schedules**.

Despite the importance of the financial cost of the contract, the emphasis is on the quality of the offer, delivery timings, customer service, and value for money.

### 3.2.3 Contract Management

The Provider(s) must ensure communication is managed, proactive, open, and consistent between the Contractor and GMAT at all times, for the management of the contract and for discussion about their ongoing development.

The Provider(s) will be required to have regular contact with the Trust's CFOO who will be responsible for defining and agreeing the contract compliance requirements and KPIs.

The CFOO will hold on-site or virtual Contract Meetings monthly to review the performance and effectiveness of the Services in line with the Key Performance Indicators. Termly contract review

meetings will take place with the Trust's CFOO to evaluate performance across all aspects of the contract.

The Provider(s) will notify the Trusts CFOO of any change in Contract Manager at the earliest opportunity following the Provider(s) decision on any new appointment.

GMAT will monitor the Provider(s) performance on the agreed basis. The Contractor shall maintain appropriate records and provide the Trust with such information and data, as agreed, to monitor operating performance. In the event of an unsatisfactory level of performance being sustained, the Provider(s) will be notified of the defaults and the time by which they must be rectified. If performance remains unsatisfactory, the Contract may be terminated.

Please note that no variations to the terms and conditions of contract will be permitted without prior written agreement by both parties in advance. Any variations agreed in writing by both parties will be made under exceptional circumstances only.

### 3.3 Environmental, Sustainability Social & Corporate Governance

Environmental, Social, and Corporate Governance (ESG) refers to the three central factors in measuring the sustainability and societal impact of a company or business.

The Provider(s) must have robust embedded policies on sustainability, local procurement, and community links. The Trust is very aware of the need to support sensitive issues such as environmental sustainability; therefore, Providers will need to be proactive in these areas. The Provider(s) must embrace all ethical approaches to include local supply and reduce carbon footprint as much as is practical.

#### 3.3.1 Innovation

The Trust wishes to partner with a Provider(s) that is innovative in its approach. Tenderers should demonstrate with specific examples how they drive innovation and continuous improvement in their supply and delivery of the IT equipment within the submission.

The successful contractor will be expected to draw on their expertise and experience of working with comparative institutions.

Innovative initiatives should be proposed to provide value in terms of improved service quality, enhanced process efficiency, reduced environmental impact, and provision of fit-for-purpose technology.

#### 3.3.2 Flexibility and Partnership

The Trust requires complete flexibility from its Provider(s) to ensure the services continually meet and exceed expectations. New schools may join the Trust throughout the contract term and therefore the Trust is seeking a Provider(s) capable of adapting the service provisions or developing and expanding service as necessary.

### 3.3.3 Mobilisation

Prior to the contract start date, the Provider(s) will hold start-up meetings with the Trust CFOO and will develop a start-up programme to ensure successful setting up and subsequent operation of the services under the Contract.

The Contractor's mobilisation programme will be shared with the Trust for final approval before implementation. The Contractor will:

- Ensure that the Trust's policies and procedures are fully complied with.
- Become acquainted with all the Trust's schools.
- Allow for attendance at meetings with the Trust to discuss the actions required in the initial period and procedures to be adopted.

## PART B: INVITATION TO TENDER

### 4 Invitation to Tender

GMAT invites you to tender for a contract to supply IT equipment to the Specifications described in the preceding sections of this document.

The following sections detail the required format and key information for the submission of a compliant return.

#### 4.1 Tender Timeline

The table below outlines the tender timetable:

Timeframe	Activity
25 August 2022	Tender Documents issued
26 August 2022 to 20 September 2022	Trust CFOO to answer any queries/provide clarification during tender process
22 September 2022	Tender Closes
29 & 30 September 2022	Shortlisted Contractor Presentations/Interviews
5 October 2022	Issue contract to successful Contractor
5 – 23 October	Mobilisation Period
<b>24 October 2022</b>	<b>Services commence</b>

#### 4.2 Tender Query Responses

Tenders will be invited to email the Trust CFOO to ask any questions during the 26<sup>th</sup> of August 2022 and 20<sup>th</sup> September 2022. All responses to questions posed will be circulated to all tenderers.

Any questions are to be directed to the Trust CFOO via email to [sarah@galileotrust.co.uk](mailto:sarah@galileotrust.co.uk)

### 4.3 Presentations

Shortlisted Tenderers will be given the opportunity to make a short presentation to the Trust on either **the 29<sup>th</sup> or 30<sup>th</sup> of September 2022**. Details of the presentations will be forwarded to the shortlisted providers.

**This is to substantiate and elaborate upon the tender submission and clarifications raised at the presentation will be marked as per the evaluation criteria towards the final Total Score.**

### 4.4 Potential Supplier Questions and Clarification

All requests for clarification should be submitted as soon as possible by email to the Trust CFOO at: [sarah@galileotrust.co.uk](mailto:sarah@galileotrust.co.uk)

The person named above is the nominated contact and Tenderers shall not make direct contact with any of the individual establishments or other named person who might be part of this procurement exercise.

A copy of all anonymised questions and answers will be maintained and distributed periodically to all organisations that respond to this Invitation to Tender.

When submitting a clarification question, Tenderers should indicate whether they believe it to be commercially sensitive. At their complete discretion, the Trust may then decide to either agree to not publish the query and response (providing that the principle of equal availability of information to all Tenderers is not breached) or return the query to the Tenderer unanswered.

**The last date for submitting a clarification question is 20<sup>th</sup> September 2022 (12:00 hrs).** Questions received after this date may not be answered.

### 4.5 Tender Response Format

Please adhere to the following criteria and maintain the order of the information requested. Identify any additional information that you wish to supply either specifically relating to this contract or as general information; this should be included at the end of the document and clearly marked as **'Additional Information.'**

Please number each of the tender response pages with the appropriate question number (as detailed in Section 5). Include a detailed Contents page and note that all financial figures should be rounded to the nearest £ (GBP).

**Tenderers failing to supply the information requested in this tender document and any subsequent documentation relevant to the tender exercise are liable to be disqualified from the entire tender exercise.**

Technical Questions along with criteria weightings, are provided in **Section 5**; guidance is provided in this section.

The Supplier Questionnaire (**Appendix A**) and Costing Schedules (**Appendix B**) are to be completed and returned with your submission.

#### 4.5.1 Executive Summary

Each tender submission is to include at the front of the document an Executive Summary of the enclosed proposal. It should show a **clear understanding of the Trust's requirements and demonstrate why your tender should be selected for shortlist**. No more than four sides of A4 should also be submitted as a summary of the full proposition.

Following the Executive Summary, the detail of the submission should be as follows, in line with the Evaluation Criteria as detailed in Section 5.

#### 4.5.2 Shared Ethos and Values (10%)

Tenderers must demonstrate how their values are aligned to the Trust. Why education is important to them and demonstrate experience of working with similar organisations.

#### 4.5.3 Environmental, Sustainability, Social & Corporate Governance (10%)

Tenderers must demonstrate that they have robust embedded policies on sustainability. They must demonstrate how they embrace ethical approaches and how they look to reduce their carbon footprint as much as is practical.

#### 4.5.4 Contract Management & Flexibility (10%)

Tenderers must demonstrate how they will manage the contract. Tenderers must demonstrate what Head Office resources will be applied to support the contract and how they will manage and develop a good working relationship with the Trust's executive team.

Tenderers must demonstrate how they will continually meet and exceed expectations and how they can demonstrate flexibility in changing or advising on equipment specifications in line with technological advancements, and/or revised Trust needs.

#### 4.5.5 Added Value & Customer service (10%)

Tenderers must list and substantiate what added value they can provide to the Trust and its Schools and demonstrate what makes them stand out as the preferred Tenderer. The added value must be around partnership engagement, rather than monetary.

#### 4.5.6 Costing Schedules (60%)

Tenderers are requested to complete **separate Costing Schedules for each Lot they are bidding**. (See **Appendix B – Costing Schedules**).

The submitted figures provided in the Costing Schedules will form part of the Contract Agreement for the successful Tenderer, in accordance with the financial and other criteria set out in the Tender.

Please fully complete all Costing Schedules as detailed in **Appendix B**, with an explanation of all calculations and/or assumptions.

## 5 Submission Details & Evaluation Criteria

### 5.1 Submission details

All responses MUST be submitted electronically via email prior to the Tender Response deadline date.

**Please email your submission to: [info@galileotrust.co.uk](mailto:info@galileotrust.co.uk)**

**All to arrive by 12:00 hrs on 22<sup>nd</sup> September 2022.** Late tenders will not be accepted.

It is the Tenderer's responsibility to check that their full submissions are received by the closing date and time specified. Whilst we will endeavour to acknowledge these in a timely manner, please request a 'received/read' receipt when submitting.

Please note that any/all late bids received later than the date and time indicated will be automatically disqualified from the tender process.

Tender submissions made by other means will not be accepted.

Please ensure that the name of the company submitting the bid is included within the title of any documents.

### 5.2 Evaluation Criteria

The Trust will be using the following evaluation criteria and weighting as a tool when analysing the proposals submitted. The Table below outlines the Evaluation Criteria and process:

Shared Ethos & Values (weighting = 10%)	
How are your values aligned to the Trust?	20.00
Why is education important to your firm?	20.00
What experience do you have of working with similar institutions? Include information:	60.00



<ul style="list-style-type: none"> <li>• Organisation Name</li> <li>• Length of contract</li> <li>• Reference contact details</li> </ul>	
<b>Environmental, Sustainability, Social &amp; Corporate Governance (weighting = 10%)</b>	
What policies and current initiatives do you currently have on sustainability?	50.00
How are you looking to reduce your carbon footprint?	50.00
<b>Contract Management &amp; Flexibility (weighting = 10%)</b>	
How do you propose managing and developing good working relationships with the Trust's Executive Team?	20.00
How will you manage & meet expectations with regards to delivery lead times, and how will you keep stakeholders informed?	20.00
How flexible are you in changing equipment specifications in line with technological advancements, and/or revised Trust needs?	40.00
What capacity/expertise do you have to advise the Trust's Executive team on any technological advancements and to make recommendation?	20.00
<b>Added Value &amp; Customer Service (weighting = 10%)</b>	
What added value incentives can your organisation provide to GMAT?	100.00
<b>Costing Schedules (weighting = 60%)</b>	
Please complete a costing schedule for each lot you wish to tender clearly detailing your recommended brand and specification for each option listed.	60.00
Please provide a cost of both a 1-year and 3-year warranty. If warranty is free of charge, please enter £0.	20.00
Please provide an estimated delivery time for each option specified.	20.00

**Tendered prices must be held for at least the first 12 months of the contract. From Year 2, should there be a need to increase prices, pricing will be agreed in advance with the Trust CFOO.**

## 5.3 Evaluation Methodology

### Costing

- The submitted contract percentage using the rates submitted in the Costing Schedules will be ranked and pointed allocated in ascending order from a maximum of 60% of the overall score. The lowest annual contract cost submitted will be set as the maximum score from which we will calculate the relative percentage scores of all other tenderers' bids.
- In case a tender is abnormally low in relation to the services to be provided, we will request a clarification in writing and/or explanation concerning its elements. We reserve the right to exclude a tender, if after a verification process based on the explanations and evidence received it concludes that the tender is abnormally low.

### Non-Pricing

- Scores under each Quality/Technical criteria will be awarded on the following basis:

<b><i>Assessment of Response</i></b>	<b><i>Scoring</i></b>
Excellent: Exceeds expectations / demonstrates clear understanding of issues / questions & expands on the response sought	4
Good: Meets expectations / offers a reasonable response to the specified criteria	3
Satisfactory: Generally, meets expectations / lacking in some areas / standard offerings	2
Poor: Unsatisfactory does not meet the Trust's expectations / a weak response	1
No response	0

## 5.4 Evaluation Process

The Evaluation Panel will comprise senior staff members from within GMAT and ONE IT. Panels will evaluate the same series of questions for all potential suppliers.

Members of the evaluation panel will undertake individual evaluation and scoring of Tenderers' responses to the technical requirements. The verdicts and marks awarded will be based on the evidence submitted in the tender submissions.

The evaluation panel will then hold moderation meetings and the final technical evaluation will be conducted by consensus panels to agree a single set of scores.

## 5.5 Provider Clarifications

Clarifications may be required to affirm the information provided in the tender. This may be conducted in writing or through a meeting. On completion of any clarification exercise, tender responses may be re-scored to take account of the clarification response.

# 6 General Tender Information

## 6.1 Information Provided

All information is provided based on GMAT's records and understanding of the present situation. All information provided is for guidance purposes only and cannot be guaranteed by GMAT.

## 6.2 Additional Information

Tenderers are expected to examine all instructions, questions, forms, terms, and specification in the ITT and check they are complete in all respects.

Tenderers should notify the Trust promptly of any perceived ambiguity, inconsistency, or omissions in this ITT, any of its associated documents and/or any other documentation issued to them during the procurement exercise.

Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender Response.

**Tendered prices must be submitted in GBP Sterling (£), exclusive of VAT.**

## 6.3 Terms & Conditions of Contract

### Contract

The issuing of this Invitation to Tender ("ITT") does not constitute a legal offer capable of acceptance. The Terms and Conditions of any contract resulting from an agreement between GMAT, and the appointed Tenderer will be drafted and negotiated following discussions.

The following documents shall form part of the Agreement between the Trust and the successful Tenderer(s) which shall be legally binding on both parties:

- **This Specification and Associated Schedules**
- **Technical Response (Submission, as completed by the successful Tenderer)**
- **Financial Response (Costing Schedules, as completed by the successful Tenderer)**
- **A list of commercially sensitive information (as completed by the successful Tenderer)**

### Agreement to Terms & Conditions

By submitting a bid, Tenderers are agreeing to be bound by the terms of this ITT without further negotiation or amendment and must sign the Tendering Declaration accordingly.

If Tenderers submit a tender which is subject to a qualification which the Trust deem 'material' and unacceptable, the Tenderer will be invited to withdraw the qualification and the tender submission will be evaluated without it. Should the Tenderer not wish to withdraw the qualification, the Tenderer will be disqualified and deemed to be non-compliant. The tender shall not be considered further.

In addition, if there is material breach, insolvency, or any non-material breach of the contract by a supplier due to non-performance and/or any breach of the contractual terms and conditions, the Trust shall have the right to terminate the contract at any time without incurring any early termination penalties. Cancellation may result in the rejection of any future bids/proposals received by the supplier.

The successful supplier shall not assign the contract to any other party without the prior written approval of the Trust.

## 6.4 Notification of Award

The Trust will notify successful and unsuccessful Tenderers via email to the named representative of the Tenderer's organisation.

Tenderers will be notified of the outcome of their tender submission at the earliest possible time. A minimum ten calendar day standstill period shall apply from the point that information of the contract award is communicated by the Trust.

## 6.5 Debriefing

Following a decision to award the Contract, the Trust will provide scoring decisions in an Award Notification letter to Tenderers and the opportunity for a debrief to outline reasons for its decision.

## 6.6 Conditions of Tendering

In submitting a response to this Invitation to Tender, Tenderers do so on the conditions set out below. In the event of any breach of the conditions, the Trust shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

### **Warnings and Disclaimers**

Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when preparing their tender.

Information supplied by the Trust (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Trust cannot accept responsibility for any inaccurate information obtained by Tenderers.

### **Tenderer Conduct and Conflicts of Interest**

Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender, or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.

The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.

Tenderers must not, in connection with the proposed Contract:

- Offer any inducement, fee, or reward to any officer of the Trust.
- Do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972; or
- Canvass any of the persons referred to above in connection with the Contract; or contact any member or officer of the Trust (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the contract) about any aspect of the proposed contract or for soliciting information in connection therewith.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and the Trust. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Trust.

### **Tenderer's Responsibility to Submit a Complete Tender**

It is the Tenderer's responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Trust is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Trust may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Trust this does not adversely affect the integrity and fairness of the tender exercise.

Tenderers must provide answers to all the questions in English.

Answers should be supported by evidence, referring where necessary to attachments. All attachments should be clearly labelled and cross-referenced to the relevant section of the questionnaire.

### **Bid Costs**

The Trust, will not be liable for any tender costs, expenditure, work, or effort incurred by a Tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by the Trust.

### **Client's Rights**

GMAT reserves the right to:

- Seek additional information or clarification from Tenderers at any time during the tender process.
- Disqualify any Tenderer that does not submit a compliant tender, in accordance with the instructions given in this Invitation to Tender.
- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form, or the procurement process.
- Withdraw or terminate this Invitation to Tender at any time at its sole discretion, without incurring any damages or costs, and to re-invite tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the procurement process.
- Make whatever changes it sees fit to the timetable, structure, or content of the procurement process.
- Retain copies of all tender submissions to satisfy its audit obligations.

### **Confidentiality and Freedom of Information Act**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer.

As a public body, the Trust is subject to the provisions of the Freedom of Information Act 2000 in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Trust shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.

While the Trust aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Trust.

Tenderers should be aware that, in compliance with its transparency obligations, the Trust may publish details of its contract(s), including the contract values and the identities of its Contractors on its website. More information is available on [www.ico.org.uk](http://www.ico.org.uk)

### **Publicity**

No publicity regarding the Contract or the award of any Contract will be permitted unless and until the Trust has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Trust.