**HM Land Registry**

**09 February 2017**

**OFFICIAL SENSITIVE**

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|  | INVITATION TO TENDER (ITT)Workplace Adjustments Tender |  |  |

ITT Prepared by:

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# **1 ABOUT HER MAJESTY’S LAND REGISTRY**

## 1.1 **About us**

*For the avoidance of doubt, all references to “the Authority” or Land Registry within this Invitation to Tender (ITT) shall mean* **Her Majesty’s Land Registry** *unless specifically stated otherwise.*

HM Land Registry safeguards land and property ownership worth in excess of £4 trillion, including around £1 trillion of mortgages. The Land Register contains more than 25 million titles showing evidence of ownership for more than 85% of the land mass of England and Wales

Anyone buying or selling land or property, or taking out a mortgage, must apply to us to register:

* unregistered land or property
* any new owner of registered land or property
* an interest affecting registered land or property, such as a mortgage, a lease or a right of way

When considering each application, we use the law to decide whether and how it should be registered

Once land or property is entered in the register, we record any ownership changes, mortgages or leases that affect it. Anyone who suffers loss because of an error or omission in the register, or because the register needs to be corrected, will normally be compensated.

We are committed to carrying out our statutory and commercial business with fairness, openness and honesty. We have policies and procedures to prevent bribery.

1.2 **Who we are**

We are a government department created in 1862. We operate as an executive agency and a trading fund. Our running costs are covered by the fees paid by the users of our services.

We work in 1~~4~~ locations

1.3 **Our responsibilities**

Within England and Wales, our responsibilities are:

* to provide a reliable record of information about ownership of and interests affecting land and property
* to provide owners with a land title, guaranteed by the government
* to provide a title plan that indicates general boundaries

We do not provide legal advice on precise boundary positions and responsibilities.

## 1.4 **Our ambition, mission and values**

Our ambition is to become the world’s leading land registry for speed, simplicity and an open approach to data.

Our mission is: “Your land and property rights: guaranteed and protected”.

Our values are:

* we give assurance
* we have integrity
* we drive innovation
* we are professional

***2.* SUMMARY OF REQUIREMENT**

For the avoidance of doubt, all references to “**the** **Authority**” within this Invitation to Tender (ITT) shall mean HM Land Registry unless specifically stated otherwise.

* 1. HM Land Registry is currently undertaking a mini Competition to source a provider to supply Workstation Reasonable Adjustment equipment. Workplace adjustments enable people with health conditions and disabilities to contribute to the organisation’s business as effectively as possible. We have offices across 14 locations within the United Kingdom.

We require an ergonomic provision of product solution that reduces the time taken for the overall process; improves the Customer journey; fewer hand offs; right first time solutions; reduction in sick absence and special leave and reduction in legal challenge.

* 1. Full details of the Authority’s requirement are set out in Appendix B – Statement of Requirements of this ITT
	2. The following Appendices have been issued with this ITT:

## Appendix A – Tendering Process Instructions and Information for Bidders

## Appendix B – Statement of Requirements;

## Appendix C – Pricing Schedule;

## Appendix D – Terms & Conditions;

## Appendix E – Evaluation Criteria;

## Appendix F – Form of Tender.

# Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the Conditions of Tender. Non-compliant Tender Responses may be rejected by the Authority

# The Authority reserves the right not to award a contract as a result of this ITT.

# **TENDER VALIDITY**

## Your Tender should remain open for acceptance for a period of **90** days.

# **TIMESCALES**

## Set out below is the proposed procurement timetable for this requirement. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

|  |
| --- |
| **Tender Timetable**  |
| 09.02.2018 | Issue ITT |
| 27.02.2018 | Final date for submission of questions/requests for clarification  |
| 12.03.2018 | Submission of ITT Response |
| 22.03.2018 | Contract award |

## 4.2 Bidders response to this ITT must be submitted by **12:00** hours on the date shown in the above timetable. **Tenders are to be submitted via email to** **dee.collins@landregistry.gov.uk** **and also copied to anne.hardy@landregistry.gov.uk**

# **THE AUTHORITY’S CONTACT DETAILS**

## Unless stated otherwise in these Instructions or in writing from The Authority, all communications from Bidders (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to **Dee Collins** e-mail: dee.collins@landregistry.gov.uk, and copied to anne.hardy@landregistry.gov.uk

## All communications should be clearly headed ITT for **Workplace Adjustments Tender** including the name, contact details and position of the person making the communication.

## Requests for Tender clarifications must be submitted as set out above and will be processed in accordance with the procedure set out in Appendix A - Tendering Process Instructions and Information for Bidders, paragraph 9 – Queries Relating to Tender.

# **6 CONTENTS OF ITT RESPONSE**

## The instructions set out in Appendix A - Tendering Process Instructions and Information for Bidders, are designed to ensure that all Bidders are given equal and fair consideration. It is important that Bidders provide all the information asked for in the format and order specified. Whilst every endeavour has been made to provide Bidders with an accurate description of the requirement and its background, Bidders are requested to form their own conclusions about the delivery of the requirement.

## The contents of the ITT Response must contain the following:

## A detailed response and proposal to the Authority’s requirements, as set out in Appendix B - Statement of Requirements.

## A completed pricing schedule, as set out in Appendix C - Pricing Schedule.

## A signed Appendix F- Form of Tender must be returned as part of your submission.

**Appendix A - Tendering Process Instructions and Information for Bidders**

# **TENDERING PROCESS**

## These instructions are designed to ensure that all Bidders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. If you have any doubt as to what is required or will have difficulty in providing the information requested, please request clarification from the designated contact outlined in section 5 Land Registry Contact Details.

## Bidders should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the requirements and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the Tender process automatically signals that the Bidder accepts these Conditions of Tender.

## All material issued in connection with this ITT shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise.

## The Bidder shall ensure that each and every one of its employees, sub-contractors, consortium members and advisers abides by the terms of these instructions and the Conditions of Tender.

## The Bidder shall not make contact with any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.

## The Authority shall not be committed to any course of action as a result of:

### Issuing this ITT or any invitation to participate in this procurement exercise;

### Communicating with a Bidder or a Bidder’s representatives or agents in respect of this procurement exercise; or

### any other communication between the Authority (whether directly or by its agents or representatives) and any other party.

### Bidders shall accept and acknowledge that by issuing this ITT the Authority shall not be bound to accept any Tender and reserves the right not to award a contract for which Tenders are invited.

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

# **CONFIDENTIALITY**

# Subject to the exceptions referred to in the paragraph below, the contents of this ITT are being made available by the Authority on condition that:

### Bidders 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;

### Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

### Bidders shall not use any of the Authority’s information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

### Bidders shall not undertake any publicity activity within any section of the media.

# The Bidders may disclose, distribute or pass any of the Information to the Bidder’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 Bidder; or

### the Bidder obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of information; or

### the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any award of contract arising from it; or

### the Bidder is legally required to make such a disclosure.

## In paragraphs above the definition of ‘person’ includes but is not limited to any person, firm, body or association, corporate or incorporate.

## The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the ITT documents available for private inspection by its officers, employees, agents or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Bidders, even if the information has only been requested by one Bidder, subject to the duty to protect each Bidder’s commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs below).

# **FREEDOM OF INFORMATION**

## In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), the Authority 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, be required to disclose information submitted by the Bidder to the Authority.

## In respect of any information submitted by a Bidder that it considers to be commercially sensitive and therefore confidential; the Bidder should:

### clearly identify such information as commercially sensitive and confidential; and

### explain the potential implications of disclosure of such information and why it considers exemption under FoIA or Environmental Information Regulations (EIR) would apply; and

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

## Where a Bidder identifies information as commercially sensitive and confidential, the Authority will use reasonable endeavours to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive or confidential, the Authority may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Authority is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked “commercially sensitive” or “confidential” will not be disclosed.

## Where a Bidder receives a request for information under the FoIA or the EIR during the procurement process, this must be passed on to the Authority immediately and without any delay and the Bidder shall not attempt to answer the request without first consulting with the Authority.

# **INFORMATION SHARING**

## 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 Authority may disclose within Government any of the Bidder’s documentation/information (including any that the Bidder considers to be commercially sensitive and/or confidential such as specific bid information) submitted by the Bidder to the Authority during this Procurement. The information will not be disclosed outside Government with the exception of the detail of the successful Tender which will published on Contracts Finder in accordance with the Government’s transparency policies. Bidders taking part in this procurement process consent to these terms as part of the procurement process.

**A5. DATA PROTECTION LEGISLATION**

## The DPA applies to this ITT. Any contract awarded by the Authority on or after 6 May 2018 (for law enforcement processing) and 25 May 2018 will be subject to new Data Protection Legislation as defined in the Terms and Conditions of Contract Appendix D. The Authority as Controller under the Data Protection Legislation may be required to conduct a Data Protection Impact Assessment under Article 35 of the General Data Protection Regulations prior to any data processing taking place. The Authority will require the Bidder to provide guarantees that they can comply with the Data Protection Legislation

# **A6 PREPARATION OF TENDER**

## Bidders are responsible for obtaining all information necessary for the preparation and submission of Tenders (and all other stages of the evaluation and selection process), and are solely responsible for the costs and expenses incurred in doing so. Under no circumstances will the Authority, or their advisers and representatives, be liable for any costs or expenses borne by Bidders, sub-contractors, suppliers or advisers in this process.

## Bidders are required to complete and provide all information required by the Authority in accordance with this the ITT. Failure to comply may lead the Authority to reject a Tender Response.

## The Authority relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

## Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Bidders should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents or any other information issued to them during the procurement process.

# **A7 SUBMISSION OF ITT RESPONSE**

## The time and date for the return of the ITT Response is as set out in paragraph 4 of this ITT.

## The ITT Response must be completed in accordance with the requirements of this ITT. This ITT documentation contains pro forma documentation templates which should be used when submitting an ITT Response.

## The Authority may, in its absolute discretion, extend the closing date and the time for receipt of Tenders. Any such extension shall apply to all Bidders.

## The Tender and any documents accompanying it must be in the English language.

## All prices must be expressed in pounds sterling and exclude Value Added Tax.

## Any Bidder who directly or indirectly canvasses any officer, member, employee, or agent of the Authority concerning any aspect of this procurement will disqualify the relevant ITT Response from being considered.

# **A8 DISCLAIMERS**

## Whilst the information in this ITT, due diligence information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

## Neither the Authority, nor any of their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:

### makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or

### accepts any responsibility or liability for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

## Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the ITT should make their own investigations and their own independent assessment of the Authority and its requirements and should seek their own professional financial and legal advice.

## For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents is only authorised to be provided following a query made in accordance with paragraph 9 of this ITT.

# **A9 COLLUSIVE BEHAVIOUR**

## Any Bidder 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 the Authority 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 or sums 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 the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract) be disqualified.

# **A10 QUERIES RELATING TO THIS TENDER**

## All requests for clarification about the requirements or the process of this procurement exercise shall be made to the contact specified in paragraph 5 of this ITT.

## The Authority will use reasonable endeavours to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

## In order to ensure equality of treatment of Bidders, the Authority intends to publish the questions and clarifications raised by Bidders together with the Authority’s responses (but not the source of the questions) to all participants on a regular basis.

## Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a confidential nature or one which all Bidders would potentially benefit from seeing both the query and the Authority’s response, the Authority will:

### invite the Bidder submitting the query to either declassify the query and allow the query along with the Authority’s response to be circulated to all Bidders; or

### request the Bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

## The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

# **A11 AMENDMENTS TO TENDER DOCUMENTS**

## The Authority reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of Tenders. Any such amendment will be numbered, dated and issued by the Authority. Where amendments are significant the Authority may, at its discretion, extend the deadline for receipt of Tenders.

# **A12 LATE TENDERS**

## Any Tender received after the Deadline may be rejected unless the Bidder can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

# **A13 RIGHT TO REJECT/DISQUALIFY**

## The Authority reserves the right to reject or disqualify a Bidder where:

### The Bidder fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or Selection Questionnaire; and/or

### The Bidder is guilty of serious misrepresentation in relation to its Tender; the Selection Questionnaire and/or the Tender process;

### There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

# **A14 RIGHT TO CANCEL, CLARIFY OR VARY THE PROCESS**

## The Authority reserves the right to:

### amend the terms and conditions of the ITT process,

### cancel the evaluation process at any stage; and/or

### require the Bidder to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Bidder not being selected).A

# **A15. DEBRIEFING**

## Following an award of Contract, all Bidders will be issued details of their scores.

# **A16. TENDER EVALUATION**

## The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous Tender (MEAT)

## The Authority is not bound to accept the lowest Tender and reserves the right not to accept any Tender or enter into any agreement.

## The Evaluation Criteria are as set out in this ITT.

## **Appendix B - Statement of Requirements**

HM Land Registry is currently undertaking a mini Competition to source a provider to supply Workstation reasonable adjustment equipment. Workplace adjustments enable people with health conditions and disabilities to contribute to the organisation’s business as effectively as possible. We have offices across 14 locations within the United Kingdom.

We require provision of products to provide an ergonomic solution that reduces the time taken for the overall process; improves the Customer experience; right first time solutions; reduction in sick absence and special leave and reduction in legal challenge.

We have drawn up a basket of regular order items which will include items detailed on the attached pricing schedule.

The Supplier shall ensure that all materials are suitable for their intended use and shall conform to the latest relevant British and European standards, mandatory government buying standards (with consideration given to best practice Standards), codes of practice and current UK statutory regulations.

We require a suitably experienced supplier to support HMLR in the supply/installation of these products. Delivery may be required to any of HMLR office locations listed below:

Birkenhead

Coventry

Croydon

Durham

Fylde

Gloucester

Hull

Leicester

Nottingham

Peterborough

Plymouth

Telford

Wales

Weymouth

**Appendix C - Pricing Schedule (attached)**

**Instructions for completion:**

Bidders are required to detail the costs of the solution being proposed in accordance with the Requirements set out in Appendix B, completing the pricing schedule attached. Bidders can add additional rows, if required.

**Appendix D - Terms & Conditions of Contract (attached)**

**HMLR standard conditions for the supply of goods.**

**Appendix E - Evaluation Criteria**

1. The evaluation of the Tenders will be undertaken by an evaluation panel of the Authority representatives, and will be conducted in accordance with a pre-determined evaluation model comprising of agreed criteria, and a scoring and weighting regime.
2. The object of the evaluation process is to assess and evaluate Bidders Tenders to select the most economically advantageous Tender (MEAT) which delivers best value for money. The term value for money is defined as “the optimum combination of whole life costs and quality (or fitness for purpose) to meet the Authority’s requirements”.

|  |  |
| --- | --- |
| **Evaluation Criteria (Refer to Section 6, Contents of ITT response)** | **Sub - Weight** |
| **Price – 40%** |  |
| **Quality – 60%** |  |
| How do you measure the quality of the products to give better and longer lifetime performance? | 20 |
| Please provide details of your ordering process. | 10 |
| Please provide details of training provided to both customer facing and technical staff. | 5 |
| How do you ensure the products you manufacture / source provide Value for Money? | 10 |
| What suggestions do you have for improvements through the life of the contract that will improve service levels and reduce costs? | 5 |
| What is your returns policy? | 5 |
| Please provide details of your feedback/complaints procedures. | 5 |
| Please provide details of your aftercare service. | 10 |
| How will your Management Information be presented? | 5 |
| What are your lead and delivery times? | 25 |

**Appendix F - Form of Tender**

TO BE COMPLETED BY THE BIDDER

To: HMLR LAND REGISTRY

Date: **[Bidder to insert date]**

From: **[Bidder to insert name of organisation submitting Tender]**

Having examined the ITT and all other Appendices and being fully satisfied in all respects with the requirements of the ITT. I/We hereby offer to provide the services detailed in our proposal in accordance with Appendix B at the prices shown in Appendix C – Pricing schedule.

I/We confirm that I/we agree with the the Authority in legally binding terms to comply with the provisions relating to confidentiality set out in Appendix A -Tendering Process Instructions and Information for Bidders.

I/We agree that the Authority may disclose the Bidder’s information/documentation (submitted to the Authority during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

I/We agree that I/We are able to comply with the Data Protection Legislation requirements as shown in Appendix D - Terms and Conditions of Contract.

I/We confirm I have read and fully understand and will comply with the requirements set out in your ITT.

This Tender shall remain open for acceptance by the Authority for a period of 90 days.

I/We warrant that I/We have all the requisite corporate authority to sign this Tender and confirm that I/We have complied with all the requirements set out in this ITT.

Signed for and on behalf of the above named Bidder:

Signature:……………………………………………………………….

Position:…………………………………………………………………

Date:……………………………………………………………………..