**Invitation to Tender for the provision of**

**[Insert name of tender]**

**[Insert Reference]**

Status: Final

Tender Reference: HIS-CN004

# Contents and timetable

This tender relates to ………

xxxxxx would like to thank you for your interest in this opportunity. This document contains the questions that you will need to complete and return, in addition to all supporting information about the xxxxxxx requirements and the evaluation process.

The contents are detailed in the table below:

|  |  |  |
| --- | --- | --- |
| **Section Number & Content** | | **Requirement on you as the Bidder** |
| 1 | Contents & Timetable | Information provided about this Invitation to Tender (ITT) plus the xxxx requirement |
| 2 | Specification |
| 3 | Tender Evaluation |
| 4 | Bidders response section | The ITT you will need to complete and return as the Bidder |
| Instructions |
| Potential supplier information |
| Financial |
| Insurance |
| Professional and business standing information |
| Policy compliance |
| Policies for adults and children’s services |
| Scored Quality Questions |
| Scored Price Questions |
| 5 | Standard requirements | Bidder to complete |
| 5.1 | Declaration |
| 5.2 | Form of tender |
| 5.3 | Freedom of Information Legislation and Confidentiality Declaration |
| 6.0 | Tender submission checklist |  |

**Timescales**

The intended timetable for this ITT is in the table below.

|  |  |
| --- | --- |
| **Stage** | **Date** |
| ITT issued to Bidders | Insert date ITT to be issued |
| Deadline for clarification questions to xxxxx | Insert date 1 week before tender close |
| Deadline for Bidders to submit this completed ITT | 12PM Insert date minimum of at least 3 weeks after ITT issued |
| Planned notification of the result to Bidders | Min 1 week/ Maximum 2 weeks after deadline date |
| Contract start date | 1. days after planned notification date. |

# 2. Specification

|  |  |
| --- | --- |
|  | **Introduction** |
|  | Include:   * an introduction to the xxxxx; * an introduction to the specification, its purpose and composition; * disclaimers, caveats etc. |
|  | **Scope** |
|  | Include the broad scope of the requirement:   * A brief description of the services that are required. * what is included; * what is excluded; * The reason why the services are required (eg A new requirement or to replace a contract that is expiring). * The length of the contract, including any potential extension period. * treatment of assets, and staff where TUPE transfers are anticipated |
|  | **Background** |
|  | Provide background information to help suppliers see the requirements in context.  Subjects to cover can include:   * an overview of the business including an outline of the business strategy and the role of this requirement within it; * an overview of relevant business objectives; * the objectives of the procurement; * relevant history and recent developments; * description of the business activities in the area affected by procurement for example:   + business functions and processes   + organisation and staffing: roles and responsibilities   + stakeholders   + information flows   + current service support   + quantitative aspects of current operations;   + relevant future developments;   + policies, standards; |
| **4.** | **Objectives** |
|  | The objectives are to:   * Xxx * Xxx * xxx   Include objectives such as:   * Implement a service that will be available across Herefordshire. * Implement the service by XXXX date. * Implement a service which will provide xxx hours/ days/ units of support. * Improve quality by XXX. * To develop an approach based on best practice across the sector. * Reduce costs by XXX. * Produce a report that sets out xxxx. * Advises the xxxon xxxx. |
| **5.** | **Description of Service to be provided – The Requirements** |
|  | Include a description that is relevant to what you are buying. This needs to include enough information so potential providers understand what your needs are.    These may be details such as:   * Location details of services to be delivered at. * Requirements to be included within a report. * Timescales that service is to be delivered within. * Accreditations/ professional qualifications required to deliver the service. * Engagement with stakeholders required. * Additional information that will be provided by the xxxxx(eg data, documents to be provided) * Any limitations/ requirements about the services to be delivered. (eg if you are buying consultancy services, can it delivered off site. Advise what your requirements are regarding project reporting). * Security - Describe any specific security requirements appropriate to the requirement. * Training * Maintenance and support |
| **6.** | **Constraints** |
|  | Include here any requirements that may constrain the supplier's solution. Examples include:   * timing considerations (e.g. cannot start before, or must be complete by); * the need to time delivery or service provision with other suppliers; * the need to interface with other organisations' IT systems |
| **7.** | |  | | --- | | **Performance Measures and Project Success.** | |  | |
|  | Include a description of what successful project completion shall look like  This section should focus on Performance Measures to evidence success.  This section could include:   * A clearly defined and agreed level of service or performance standard * Key Performance Indicators - define SMART KPI’s where possible although these may need to be updated/ refined dependent on the outcome of the procurement (especially for outcome specs) * KPIs should reflect the strategic objectives of the contract – e.g. focus on quality, quantity, finance, timeliness, outcomes, relationships and strategy * Limit KPIs to a manageable number * Means to measure performance against the agreed standard – who will be responsible, how will information be collated and reported. What systems will be required? Access and data sharing agreements |
| **8** | **Contract management requirements** |
|  | Include a description of what your requirements are for ongoing contract management and requirements on completion of the contract.  Include requirements covering contract management, for example:   * Communication and governance routes * Roles and responsibilities of client and supplier teams * Frequency of contract meetings * Management information requirements * Data and performance management and reporting requirements * Contract monitoring arrangements * Agreed break points and contract review processes * Problem resolution paths, escalation and dispute resolution procedures * Mechanisms for managing underperformance * Change management |
| **9.** | **Mobilisation/ Transition requirements** |
|  | Include in this section requirements for the period between awarding the contract and delivery of the goods or services. This should also include acceptance by the customer, where relevant.  In complex procurements it can be useful to request information on methodologies and processes the supplier will use in implementing its solution such as:   * project management * risk and issue management * in IT projects, application development |
| **10.** | **Business Continuity and Emergency Planning** |
|  | If the product or service is deemed as being ‘critical to thexxxx’, include a requirement for the supplier to have business continuity arrangements in place. |
| **11.** | **Contract exit and transition plans** |
|  | Include requirements at contract exit   * Supplier to provide a detailed exit plan to cover exit and transition – timeframe * Information and knowledge transfer * Data transfer requirements |
| **12.** | **Budget** |
|  | The maximum budget for this contract is XXXX. The xxxx will not consider submissions above this budget.  or  The estimated budget for this contract is XXXX.  You can provide a **maximum** budget if you have a good understanding of the anticipated costs, either from a previous contract or from completing soft market testing.  You can provide an **estimated** budget if you have some understanding of the anticipated costs, but do not wish to rule out higher cost bids.  If you do not wish to provide a **maximum or estimated** budget, remove the budget section. |

# 3. Tender Evaluation

Following receipt of Tender responses, an Evaluation Panel consisting of the Xxxxxxxx Officers, and any other external consultants as deemed necessary, will be constituted.

Copies of the Bidders responses will be distributed to panel members, on the condition that they remain confidential.

The Xxxxxxxx will evaluate the Tenders against the criteria listed below to establish a ranking of Tenders, in terms of the most economically advantageous Tender. Bidders may be required to answer written queries during the evaluation period to provide clarification regarding their Tender.

The Tender evaluation will allow the Xxxxxxxx to primarily select the Tender that represents best value for money.

The Xxxxxxxx shall not be bound to accept the lowest priced Tender.

Tenders submitted without all the information required for the evaluation criteria will be considered incomplete and may therefore be rejected. Tenders must be submitted as requested in the Bidders response section or they may be rejected.

### Evaluation Methodology

The following evaluation scheme will be adopted:

Responses will be evaluated in line with the following scoring systems. The scores generated for each question will be combined to provide an overall score which will determine which organisations will be shortlisted.

There will be different marks awarded to different categories of questions. The table below shows the marks allocation.

**Questions ‘Pass/Fail’’**

* The information provided by organisations in response to these questions is information necessary to support a Bidder’s application. Your responses in Section 4.0, excluding the ‘Scored’ and ‘For information’ questions, will be evaluated on a satisfactory or not satisfactory basis. If any of your responses in this section are deemed not satisfactory your Tender will be rejected. Where this is the case, the ‘Scored’ questions will not be evaluated.

**Questions That Are ‘Scored’**

* ‘Scored’ criteria require an assessment to be made concerning how well an organisation meets a particular requirement. There are several such criteria, contained within the following sections (shown here with the overall percentage weighting that will be applied).

|  |  |
| --- | --- |
| **Scored Criteria** | **Weighting (%)** |
| **Cost Element** | **50%** |
| **Quality Element**  See below for sub-weightings | **50%** |
| Q1- Service delivery | **20%** |
| Q2 - Experience | **20%** |
| Q3 - Social value | **10%** |

### Scoring

The following example illustrates how Cost and Quality elements in the “Scored Criteria” table will be scored.

**Cost Element**

Cost will be scored as a comparison of your bid to that of the lowest compliant bid received as follows:

*% scored = (lowest bid / your bid) \* Cost Weighting*

**Quality Element** – Questions asked within the Questionnaire will be scored out of 10 using the Marking System below.

The score will be calculated to reflect the percentage weighting applied to that question (as shown below) and will contribute to the overall Quality Weighting:

**% score for each question = your score / maximum score available x question weighting.**

The Cost score and the Quality score for each question will be added together to provide a Total score. The highest scoring tender will be recommended for acceptance.

Evaluators will allocate scores based on the following model:-

**Requirements evaluation criteria**

|  |  |  |
| --- | --- | --- |
| **SCORE** | **CATEGORY** | **CONTRACT OBJECTIVES / REQUIREMENTS** |
| **0** | **Unsatisfactory** | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the understanding and skills required to provide the services, no evidence to support the response. |
| **1** | **Poor** | Significant reservations regarding the Tenderer’s understanding and skills required to provide the services, with little or no evidence to support the response. |
| **2** | **Partial** | Some reservations regarding the Tenderer's understanding and skills required to provide the services, with minimal evidence to support the response. |
| **4** | **Satisfactory** | Satisfies the requirement. The response demonstrates the understanding and skills required to provide the services, with evidence to support it. |
| **7** | **Good** | Satisfies the requirement with some additional benefits. The response demonstrates the understanding and skills required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response. |
| **10** | **Excellent** | Exceeds the requirement. The response demonstrates exceptional understanding and skills required to provide the services. Response identifies factors that will offer potential added value and may also contain innovation, with evidence to support the response. |

# Bidder’s Response Section

## Instructions

In order to demonstrate how the Bidder will provide the Service that fully meets the requirements as detailed in the Specification, the Xxxxxxxx requires the Bidder to provide a response to the quality and price questions within this section.

The Bidder must assume that assessors will have no prior knowledge of the organisation and must provide all information they wish to be considered as part of the Tender evaluation. This may include quantitative evidence to support responses to the questions asked.

Please read and comply with the following points:

* It is important that you answer ***all*** the questions as fully as possible unless indicated otherwise.
* ***Do not*** change the format of the response documents as they will be used for the official scoring.
* Save this document and complete your response within this document, in the boxes provided. Please change the document name to ‘[Your organisation name] ITT response’ and upload to the etender portal.
* **Return the ITT document in Word format*.******Do not*** upload in PDF version.
* ***Do not*** send any general marketing material or promotional information for your organisation by way of answers to any of the questions.
* ***Do not*** insert or embed documents or website links within this response.
* ***Do not*** attach additional documents in response except where otherwise directed.
* If you are part of a corporate group, please answer the questions specifically for your organisation (not the group).
* ***Failure*** to fully complete this Invitation to Tender and comply with the instructions may result in disqualification of the Tender submission.
* The name of the Organisation submitting the Tender must be clearly marked on all pages of any documentation provided if supplied as attachments.
* All questions **must** be answered in full.
* All documents **must** be written in English.
* Tenders not submitted in accordance with the above requirements may be rejected

Please answer the table below in full.

|  |  |  |  |
| --- | --- | --- | --- |
| **Question** | **Response** | | |
| **Potential supplier information: For Information** | | | |
| Full name of the potential supplier submitting the information |  | | |
| Contact name and contact position (job title) for enquiries about this submission |  | | |
| Registered office address (if applicable) |  | | |
| Registered website address (if applicable) |  | | |
| Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  | | |
| Company registration number (if applicable) |  | | |
| Charity registration number (if applicable) |  | | |
| Registered VAT number |  | | |
| Trading name(s) that will be used if successful in this procurement |  | | |
| Are you a Small, Medium or Micro Enterprise (SME)?  See definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> | Yes/ No  [Please delete as appropriate] | | |
| Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  (Please enter N/A if not applicable) |  | | |
| **Financial: Pass/ Fail** | | | |
| Please complete the Financial Standing workbook and upload to the tender portal  The financial standing workbook should be requested for tenders where:   * The Xxxxxxxx shall hold any risk of upfront payment (eg software licenses]; or * The service is deemed critical to the Xxxxxxxx and any loss of service will prevent the Xxxxxxxx from undertaking its statutory/ critical duties. * The tender value is above £75,000   If these do not apply, please delete this section and the corresponding section in the contents table (Page 1). | Uploaded/ Not uploaded  [Please delete as appropriate] | | |
| **Insurance: Pass/Fail** | | | |
| Please provide details of your current insurance cover. We reserve the right to seek evidence or ask that sufficient levels of insurance be in place before award of contract. All price tenders should be based on full insurance levels being in place. ( or willing to obtain prior to contract commencement should you be successful) | **Insurance cover value** | | |
| Employer’s liability: (£5m) | £ | | |
| Public liability: (£5m) | £ | | |
| Professional indemnity: (£2m) | £ | | |
| **Professional and business standing information: Pass/Fail** | | | |
| Does any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor (s)? | | | |
| Is in a state of bankruptcy, insolvency, compulsory winding up, receivership or subject to relevant proceedings: | Yes/ No  [Please delete as appropriate] | | |
| Has been convicted of a criminal offence related to business or professional conduct. | Yes/ No | | |
| Has committed an act of gross misconduct in the course of business | Yes/ No | | |
| Has not fulfilled obligations related to payment of social security contributions | Yes/ No | | |
| Has not fulfilled obligations related to payment of taxes | Yes/ No | | |
| Is guilty of serious misrepresentation in supplying information | Yes/ No | | |
| Is not in possession of relevant licences or membership of an appropriate body where required by law | Yes/ No | | |
| If the answer to any of these is “**Yes**” please give brief details below, including what has been done to put things right. (500 words) |  | | |
| **Policy compliance: Pass/Fail** | | | |
| **Equality**  Does your company have a written Equality statement or policy that demonstrates compliance with the Equalities Act 2010)?  *If you are unable to answer “Yes” to this question, you must be able to demonstrate how your organisation complies with the Equality Act 2010.*  *If you are unable to answer “Yes”, please include your response here:* | Yes/ No  [Please delete as appropriate] | | |
| **Modern slavery**  Does your company have a written Modern Slavery statement or policy that demonstrates compliance with the Modern Slavery Act 2015)?  *If you are unable to answer “Yes” to this question and your turnover is above £36m and a policy is therefore required, you must be able to demonstrate how your organisation complies with the Modern Slavery Act 2015*  *If you are unable to answer “Yes” and your turnover is above £36m, please include your response here:* | Yes/ No/ Not required  [Please delete as appropriate] | | |
| **Health and safety**  Does your organisation have a health and safety policy that complies with current legislative requirements? | Yes/ No  [Please delete as appropriate] | | |
| **xxxxx Policy Compliance Requirements**  In the delivery of this service, your company have been made aware of the following xxxxx policies which you are required to comply with:   * the handling of information which can be found following this   add link   * Whistleblowing Policy   Add link  (Please Ctrl+Click to follow the link or copy and paste the address available when hovering over the link into your web browser). | Yes/ No | | |
| **Armed Forces Covenant – Keeping our pledges: For information** | | | |
| xxxxxxxx has signed the Armed Forces Covenant pledging that operationally we will endeavour to uphold the key principles of the Armed Forces Covenant primarily supporting integration into civilian life and ensuring that veterans, serving members and their families are not disadvantaged by their commitment to serving in the armed forces. We recognise the value serving personnel, reservists and military families bring to the authority and actively encourage our suppliers, and those we contract with, to do the same. |  | | |
| Have you signed the Armed Forces Covenant?  If not, and you would like to know more about it and the benefits it could bring to your organisation please email - [HAFC@herefordshire.gov.uk](mailto:HAFC@herefordshire.gov.uk) | Yes /No | | |
| **Policies for adults and children’s services: Pass/ Fail** | | | |
| This section only applies to tenders for adults and children’s services. **Please delete this section if you are not tendering for adults/ children’s services.**  **Safeguarding Policy**  Please confirm you have a safeguarding policy and  that the following are in place:   1. Localised Safeguarding policies and procedures in place, or would be willing to develop them if successful in your application 2. Safeguarding training is delivered by a trainer who has gone through validation by a recognised Local Authority Safeguarding board (or would be willing to undergo validation with Herefordshire Safeguarding Boards (HSAB/HSCB) if successful) 3. All safeguarding training will be linked directly to the Competency Framework which is found in the [Joint Workforce Development Strategy](https://herefordshiresafeguardingboards.org.uk/media/3203/safeguarding-joint-workforce-development-strategy-2016-18-v006.doc) attached below      1. Mechanisms in place to measure the impact of training to improve the service offered to those who use your service   **Principles of the Prevent Duty (Counter-Terrorism and Security Act 2015)**  Your organisation should have an understanding of the principles of the Prevent Duty. Frontline staff in your organisation should be able to identify any children and adults (you provide a service to) who may be vulnerable to radicalisation, and know what to do when they are identified.  **Please confirm this forms part of your Safeguarding Policy Yes/No.**  If you have answered no to either of the above safeguarding questions please explain why?    **Please upload a copy of your safeguarding policy onto the tender portal.**  Please label the document “Safeguarding policy”.  **Please upload a copy of your mental capacity act policy onto the tender portal.**  Please label the document “Mental Capacity Act Policy”  The Xxxxxxxx currently works to the Herefordshire Safeguarding Adults and Children’s Board (HSAB and HSCB) policies and procedures, which can be viewed via the links below. Please confirm that you will be prepared to work to the terms of these policies and procedures for Service provision on this Contract.  <https://herefordshiresafeguardingboards.org.uk/herefordshire-safeguarding-adults-board/for-professionals/policies-and-procedures/>  <http://www.proceduresonline.com/herefordshire_children/>  <http://www.hscb.herefordshire.gov.uk/>  If you do not have safeguarding policies and/or are not prepared to work to the terms of Herefordshire’s safeguarding policies and procedures framework, please provide reasons. Please note if you have no appropriate policies and/or refuse to work to the terms of the framework it may invalidate your Tender.  **Recruitment of Staff**  Does your Organisation have a Recruitment Policy which at least meets the minimum requirements set out below?   * Up to date and satisfactory [disclosure](BLOCKED::outbind://9/#Disclosure)s. **The Xxxxxxxx requires Enhanced Disclosures to be updated every 3 years.** * Adopt and implement measures to ensure that Disclosure and Barring Service checks (DBS) are obtained. The Provider will notify the Commissioner immediately of any changes to the DBS status of any staff member, volunteer or sub-contractor. * Any Provider who sub contracts work to another Provider is responsible for ensuring that the workers engaged by the sub contractor have up to date and satisfactory [Disclosure](BLOCKED::outbind://9/#Disclosure)s. * The Xxxxxxxx will monitor operation of the contract to ensure that the Provider complies with current Vulnerable Adult/Child Protection procedures. This may require the Provider to produce to the Commissioner on request an anonymous list of staff that have been DBS checked on an annual basis. * No Provider requiring DBS is permitted to commence work on a contract, or take on new tasks, without up to date and satisfactory clearance.   **Staff Application and interview procedures:**   * In respect of all staff (and volunteers where appropriate), the Provider shall be responsible for obtaining the following:- * written application forms (which include reference to the requirements to declare any convictions under the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975. * a minimum of 2 written references. * interviews with at least 2 interviewers and record of interview compiled. * job specifications detailing minimum levels of competence and qualifications. * Comply with Safer Recruitment procedures.   If no recruitment policy is in place / not prepared to work to the terms of set out in this section, please provide reasons. Please note that a refusal to work to the terms of the framework may invalidate your Tender. | Yes/ No  [Please delete as appropriate]  Yes/ No  [Please delete as appropriate]  Uploaded/ Not uploaded  [Please delete as appropriate]  Uploaded/ Not uploaded  [Please delete as appropriate]  Yes/ No  [Please delete as appropriate]  Yes/ No  [Please delete as appropriate] | | |
| **Quality questions: Scored** | | | |
| Please note any word count/page limits.  Do not attach documents unless specifically informed you may. Where attachments are permitted please use standard formats easily available: Microsoft Office, PDF etc.  You must type your answer in the table below.  The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.  All questions will be marked in accordance with the methodology described. | | | |
| **Question** | | **Weighting** | |
| 1. **Service delivery**   Please describe how you will Implement and deliver the services outlined within the specification. Your answer should address the following key points:   * Your approach to delivering the service throughout the process, including but not limited to your approach to assuring quality, compliance and mitigation of any risks. * Please provide a brief implementation plan detailing the key milestones. If required, you may add the plan as a further attachment (not included in the word count) however your description of your plan should be included in the text below (and will be included in the page count)   *Max Four sides of A4 (font Arial 11)* | | **20%** | |
| **Question 1: Please add your response here** | | | |
| 1. **Experience**   Please provide two examples of how you have successfully delivered similar services in a similar organisation.  Please outline how you successfully delivered the service requirements and how you addressed any issues and risks in order to deliver services on time and within budget.  Please provide details of the staff/ other resources that will deliver the contract and what each person within the team’s role will be.  *Max three sides of A4 (font Arial 11).* | | **20%** | |
| **Question 2: Please add your response here** | | | |
| 1. **Social value**   For xxxxxxx social value is defined as the important additional benefits that go beyond the direct function of any services, works or goods that are purchased by us. These can be:   * + 1. Social benefits that deliver positive outcomes for individuals and/or communities     2. Economic benefits that strengthen a workforce, industry, sector and/or the economy.     3. Environmental benefits that result in environmentally sustainable business practices and/or an improvement of the environment.   Please advise what social value your organisation would bring to the Xxxxxxxx if you are awarded this contract.  *Max one side of A4 (font Arial 11).* | | | **10%** |
| **Question 3: Please add your response here** | | | |
| **Price questions: Scored** | | | |
| * No claim from the bidder will be entertained by the Xxxxxxxx for any mistakes in the   information given   * The bidder shall price all items. No other costs will be accepted other than those in the   price question below.   * Your total price should include all costs, fees, expenses and profits. * The prices will remain fixed for the duration of the contract. * Our Payment terms are thirty days from receipt of invoice. * All sums payable by or to the Xxxxxxxx or the bidder are exclusive of Value Added Tax   (“VAT”). Where VAT is chargeable on such sums, the payer shall pay, upon production of  a valid VAT invoice by the payee, such VAT in addition to such sums. | | | |
| **Price Question** | | | **Weighting** |
| Please submit your fee to deliver the service as per the Specification.   |  |  | | --- | --- | | **Total price** | **£** |   Example 1: Adjust the above box if this does not reflect how the service will be procured or you will need more information. For example, if the contract is for more than 1 year, you may want to ask for the annual value for each year as well as the total price.  If you are buying consultancy services, you may wish to ask for day rate information if you have included an option for additional services.  **OR**  Example 2: Use the below format if you are pricing multiple items/elements and want to see the breakdown of costs.   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **Cost Element** | **Price Year 1** | **Price Year 2** | **Price Year 3** | **3 Year Total** | | One off set up fee |  | NA | NA |  | | Goods/ product costs |  |  |  |  | | Service Management Charges/ Annual Support Fees/ Licence fees |  |  |  |  | | **Total** |  |  |  |  | | **Total Price (to be evaluated)** | | | |  | | | | **50%** |

# 5 Standard requirements

### 5.1 Tender conditions

### Acceptance of Tender

The Tender shall constitute an irrevocable offer to perform the Services. The successful Bidder shall conclude a formal Contract with the Xxxxxxxx, which shall embody the Bidder’s offer.

The ITT and the submission of the Tender shall not in any way bind the Xxxxxxxx to enter into a contract with the Bidder or involve the Xxxxxxxx in any financial commitment whatsoever in this respect. The Xxxxxxxx do not bind themselves to accept the lowest, or any, Tender, but at the Xxxxxxxx’s sole discretion, may accept the whole or part of any Tender.

Any acceptance of a Tender by the Xxxxxxxx shall be in writing. Upon such acceptance the Contract shall become binding on both parties. The Tender shall remain open for acceptance for a period of 6 months from the closing date for receipt of Tenders.

Any acceptance of a Tender is on the understanding that this does not bind the Xxxxxxxx to a single supplier or exclusive contract for the Services supplied.

### Rejection of Tender

The Xxxxxxxx may reject any Tender and proposed solution that is:

* Incomplete
* Cannot adequately quantify the whole life costs
* Introduces additional risk
* Submitted later than the prescribed date and time
* Not in accordance with the ITT and all other provisions of the Tender Documents
* In breach of any condition contained in the ITT
* Deemed to not have passed the company credit check which the xxxxxxxx may undertake
* the xxxxxxxx may reject your bid if it contains caveats, conditions or any other statement or assumption qualifying the Tender response, meaning that, in the reasonable opinion of the xxxxxxxx, the Tender response is not capable of evaluation in accordance with the published evaluation criteria, or requires changes to any documents issued by the xxxxxxxx in any way

The Xxxxxxxx may also reject any Tender in respect of which the Bidder

* Has directly or indirectly canvassed any official of the Xxxxxxxx or obtained information from any other person who has been contracted to supply goods or provide services or works to the Xxxxxxxx concerning the award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Bidder.
* Fixes or adjusts the prices shown in the Pricing Schedule by or in accordance with any agreement or arrangement with any other person.
* Communicates to any person other than the Xxxxxxxx, the amount or approximate amount of the prices shown in the Pricing Schedule, except where such disclosure is made in confidence in order to obtain tenders necessary for the preparation of the Tender or for the purposes of insurance or financing.
* Enters into an agreement with any other person, that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to.
* Offers to pay or give any sum of money, inducement or valuable consideration to any person having direct connection with the ITT process, directly or indirectly, for doing or causing to be done, in relation to any other Bidder or any other person’s proposed Tender, any act or omission.
* In connection with the award of the Contract commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972,

Such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Xxxxxxxx or any criminal liability such conduct by a Bidder may attract.

### Amendment to ITT Documents

Should any additions or deletions to the ITT Documents be considered necessary, prior to the date for submission of Tenders, these will be issued by the Xxxxxxxx and deemed to form part of the ITT Documents. The Xxxxxxxx reserve the right to extend the Tender submission date accordingly.

### Bidder’s Responsibilities

A Bidder shall be deemed to have satisfied itself as to the accuracy and sufficiency of the Information submitted as part of the Tender. A Bidder shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might influence or affect its Tender.

The Bidder is responsible for all costs, expenses and liabilities incurred in connection with the preparation and submission of a Tender.

### Xxxxxxxx Representatives

No other person, except as so authorised by the Contract Officer, has any authority to make any representation or explanation to Bidders as to the meaning of the Contract or any other ITT Document. Neither has any other person except as so authorised by the Contract Officer, any authority to provide instruction as to anything to be done or not to be done by Bidders in relation to this Tender.

### Bidders Warranties

By submitting a Tender, the Bidder is confirming compliance with all of the requirements as detailed in this ITT. In particular that:

* All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Xxxxxxxx by the Bidder or its employees, officers, agents or advisers in connection with, or arising out of, the Tender are true, complete and accurate in all respects
* The Bidder has full power and authority to enter into the Contract and provide the Services, and will, if requested, produce evidence of such to the Xxxxxxxx
* The Bidder is of sound financial standing and the Bidder, its partners, directors, officers and employees are not aware of any circumstances which may adversely affect the financial standing in the future.

### Xxxxxxxx’s warranties and disclaimers

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Xxxxxxxx do not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The Xxxxxxxx do not make any representation or warranty (express or implied) with respect to the information contained in the ITT or to any written or oral information made available to any Bidder or its professional advisors.

Each Bidder to whom the ITT is sent must take professional advice and undertake whatever investigation as it deems necessary, in order to make its own independent assessment of the proposed terms to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder to submit a Tender or enter into any other contractual agreement. Under no circumstances shall the Xxxxxxxx be liable to a Bidder in respect of any costs incurred by a Bidder (whether directly or otherwise) in relation to the preparation or submission of a Tender.

The fact that a Bidder has been invited to submit a Tender does not necessarily mean that the Bidder has completely satisfied all of the Xxxxxxxx’s criteria. The Xxxxxxxx reserve the right to request further information as appropriate and to assess this as part of the Tender evaluation process. The Bidder shall have no claim whatsoever against the Xxxxxxxx in respect of such matters.

The Xxxxxxxx shall not make any payments to the successful Bidder except as expressly provided for in the Contract.

No compensation or remuneration shall otherwise be payable, by the Xxxxxxxx to the Bidder, in respect of the Services, by reason of the Specification being different to that envisaged by the Bidder or otherwise.

# Declaration

**(To be signed and returned with the Tender submission).**

I / We accept the terms and conditions as contained in the xxxx Contract in respect of the **Services** and am / are duly authorised to sign Tenders and give such certificates for and on behalf of:

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the Organisation** |  |
| **Signature (Electronic signature is acceptable)** |  |
| **Date** |  |

# 6.2 Form of Tender

(Incorporating Collusive Tendering Certificate)

**To: xxxxxxx**

In this certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We agree to conform to the Instructions for Submitting a Tender as outlined in the Invitation to Tender documentation. Having examined the Tender Documents for the performance of the above service, we offer to carry out the said Service in conformity therewith for the sum as set out within our response to the Price Question (Section 4).

Unless and until a formal agreement is prepared and executed, the Tender together with your written acceptance thereof, shall constitute a binding Contract between us.

We understand you are not bound to accept the lowest Tender or any Tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.

We certify that this is a bona fide Tender, 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 done and undertake that we will not do, at any time before the hour and date specified for the return of this Tender, any of the following acts:

* Communicate to a person other than the Contact Officer, the amount or approximate amount of the proposed Tender, except where disclosure in confidence, is necessary, to obtain insurance premium quotations for the preparation of the Tender.
* Enter into any agreement or arrangement with any other persons that they shall refrain from bidding.
* Offer or agree to pay or give any sum of money or valuable consideration, directly or indirectly, to any person for doing or causing any act or thing of the sort described above, in relation to any other Tender or proposed Tender for the Service.

I / We agree with the above and am / are duly authorised to sign Tenders and give certificates for and on behalf of:

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the Organisation** |  |
| **Signature (Electronic signature is acceptable)** |  |
| **Date** |  |

## 5.3 Freedom of Information Legislation and Confidentiality Declaration

* 1. The xxxxxx is subject to the Freedom of Information Act 2000 (‘FOIA’)[[1]](#footnote-1) and the Environmental Information Regulations 2004 (‘EIR’)[[2]](#footnote-2) and all subordinate legislation under this legalisation. (When appropriate, the FOIA and the EIR will be collectively referred to as Freedom of Information Legislation (‘FOIL’)). The FOIA applies to information requests for non-environmental information, whereas the EIR applies to information requests for environmental information only.
  2. FOIL gives a right of access by any person (including companies) to information held by the Xxxxxxxx including information relating to or submitted as part of the Process and information contained in the Contract. However, certain information may be exempt on grounds of confidentiality or commercial sensitivity. Further information can be found on the Information Commissioner’s (‘ICO’) website at <http://www.informationcommissioner.gov.uk>, in particular within the ICO’s ‘Guidance to the Public Contract Regulations’.
  3. Different rules apply to the disclosure of information (and exemptions from this) under the FOIA and the EIR. Further specific guidance on the application of the exemptions from disclosure can be found in further ICO guides: in respect of the FOIA in the ‘Awareness Guidance Document No. 2 (Confidential Information)’ and ‘Awareness Guidance Document No. 5 (Commercial Interests)’ and in relation to the EIR, in the guidance on ‘Confidentiality of commercial or industrial information (regulation 12(5)(e)’.
  4. (Subject to the requirements of FOIL), the content of Process Documents; any subsequent Responses and the Contract shall remain confidential and restricted only to those with a legitimate professional requirement to access this information. Responses submitted will be treated as confidential by the Xxxxxxxx and any consultants acting on their behalf.
  5. However, Bidders should acknowledge that the information they provide during the Process and information contained within the Contract could be disclosed in response to a request under FOIL. The Xxxxxxxx will proceed on the basis of disclosure unless an appropriate exemption applies: information may still be disclosed, despite the availability of some exemptions, if the public interest in its disclosure outweighs the public interest in maintaining the exemption.
  6. Bidders are required to complete the declaration (contained within this document) acknowledging the Xxxxxxxx’s responsibilities under FOIL and to agree to assist and co-operate with the Xxxxxxxx to enable the Xxxxxxxx to comply with its obligations to disclose information under FOIL.
  7. The Xxxxxxxx will use all reasonable endeavours to consult with Bidders over the release of information which is highlighted by a Candidate as commercially sensitive or confidential. Bidders should therefore complete the Schedule of Information (supplied at each stage in the Process) in respect of information considered to be Commercially Sensitive / Confidential as below:
* highlighting information in their Responses which they consider to be commercially sensitive or confidential in nature;
* providing an estimate of the period of time during which the Candidate believes that such information will remain commercially sensitive / confidential;
* stating the precise reasons why they consider the information to be commercially sensitive / confidential, including the potential implications of disclosure.

**No Response should be covered by a general statement regarding its overall confidentiality.**

* 1. The Xxxxxxxx is required to form an independent judgement as to whether the information is exempt from disclosure; accordingly, the Xxxxxxxx cannot guarantee that any information identified as confidential or commercially sensitive will not be disclosed and therefore the Xxxxxxxx cannot accept any liability for loss as a result of any information disclosed in response to a request under FOIL.

|  |  |  |
| --- | --- | --- |
| **FREEDOM OF INFORMATION TABLE – RESERVED INFORMATION** | | |
| **Information Class/Type** | **Grounds for Exemption** | **Date can be made available** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

|  |  |
| --- | --- |
| **Name** |  |
| **Role within the Organisation** |  |
| **Signature (Electronic signature is acceptable)** |  |
| **Date** |  |

### 6.0 Tender Submission Checklist

Please ensure that the following documentation is completed and returned with your Tender submission via xxxxxxx

Do not email your Tender response as this will result in disqualification.

|  |  |
| --- | --- |
| **Section** | **Requirement** |
| 4 | Your response and any attachments. Please ensure that you submit the completed ITT document in Word format. ***Do not*** upload in PDF version. |
| 5 | Declaration: Please sign as directed. |
| 5 | Form of tender: Please sign as directed. |
| 5 | Freedom of Information Declaration: Please sign as directed. |

1. <http://www.ico.org.uk/for_organisations/freedom_of_information> [↑](#footnote-ref-1)
2. <http://www.ico.org.uk/for_organisations/environmental_information> [↑](#footnote-ref-2)