Restricted - Commercial



West of England Combined Authority (CA)

Invitation to Tender (ITT)

**Instructions and Guidance for Tenderers**

**For the**

**Procurement of a**

**Demand Responsive Transport Scheme (DRT)**

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# INTRODUCTION

## Glossary

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| --- | --- |
| **Term** | **Definition** |
| Abnormally Low Tenders | A Tender whose price is considered significantly lower than most of or the average of all tenders in the same procurement procedure. |
| Authority (“CA”) | As defined in the Contract  |
| Proactis | The e-tendering portal where Tenderers submit their completed Tenders |
| Cabinet Office Outsourcing Playbook June 2020 | The Outsourcing playbook sets out how government departments should approach outsourcing projects and its application is assured through Cabinet Office controls.   |
| Centre for Public Appointments | This applies to the whole range of appointments to public bodies. These range from the chairs of high-profile bodies like the BBC, or the governor of the Bank of England, to board members of small, technical advisory bodies. They can also include appointments to publicly funded bodies like museums or the NHS boards. |
| Commercial Response | The Tenderers ‘response to the Commercial Schedule |
| Commercially Sensitive | Queries which Tenderers deem to be of a sensitive nature  |
| Contract Award | The award of the Contract to the successful Tenderer following the evaluation process |
| Contracting Authorities | As defined in the Contract |
| EIR | Environmental Information Regulations 2004 |
| EU | The European Union |
| FOIA | Freedom of Information Act 2000 |
| **Term** | **Definition** |
| General Data Protection Regulation (GDPR) | As defined in the Contract |
| HMT | Her Majesty’s Treasury |
| IPR | Intellectual Property Rights |
| ITT | This Invitation to Tender |
| MEAT | Most Economically Advantageous Tender |
| PCR 2015 | The Public Contracts Regulations 2015  |
| PPQS | Price Per Quality Score |
| Prevention of Corruption Acts 1889 to 1916 |  the collective title of the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Act 1906 and the Prevention of Corruption Act 1916. |
| DRT | Demand Response Transport  |
| Scoring Methodology | This defines how submitted Tenders will be scored  |
| SME’s | Subject Matter Experts |
| SMEs | Small and Medium Enterprises |
| Suppliers | Companies and/or Organisation who have been invited to tender for the opportunity |
| Tender Evaluation’ | The process of assessing submitted Tenders against the ITT requirements  |
| Tenderer | Companies and/or Organisation who have been invited to tender for the opportunity |
| TUPE | Transfer of Undertaking Protection of Employment  |
| UK | The United Kingdom |

## The West of England Combined Authority (CA)

### The CA’s strategic objectives are:

|  |  |
| --- | --- |
| **Creating West of England Transport** | Objective: Create West of England Transport, changing how people travel within the region with more journeys by bus, train, tram, cycling and walking. Make these journeys affordable, reliable, enjoyable and safe. |
| **Tackling the climate and ecological emergency** | Objective: Investing and taking tough decisions to tackle the climate and ecological emergency so we breathe cleaner air. Make the West of England the bee and pollinator capital of the UK. |
| **Securing decent jobs and training** | Objective: Bring secure and fairly paid jobs to the region including 23,000 green jobs. Work with Trade Unions, local employers, skills providers and others to help residents access opportunities. Support businesses to thrive across the region. |
| **Increasing the availability of affordable places to call home**  | Objective: Increase the availability of suitable homes that people can afford in communities they are proud to call home.  |
| **Putting the West of England on the map for national and global success**  | Objective: The West of England is an amazing region of innovation and creativity. We will make it the best it can be with investment in people and places. We know how great we are but we want more and more people to know about our unique offer nationally and internationally.  |

### The CA has made an estimate of the impact of these projects. This includes projects across all of the Combined Authority’s funding streams, for delivery up to 2025-26. These measures identify the key strategic themes of delivery, but do not capture the full value of these projects, which will provide a range of other specific benefits. By 2025-26, the Combined Authority will deliver the following against our priorities:

* **Create West of England transport**
* 500,000 new bus journeys per year, and significant improvements locally
* 1,300,000 new rail journeys per year
* Six new railway stations opened
* Delivery of 100 miles of sustainable transport corridors
* **Tackle the climate & ecological emergency**
* Enabling residents to take public transport and increasing rates of walking and cycling
* supporting the development of sustainable housing and employment space
* helping people across the region to gain green skills and jobs
* We are bringing forward programmes to meet our ambition. Subject to approval, initial actions will deliver:
* Support the retrofit of over 1,000 homes
* **. Secure decent jobs & training**
* Over 13,400 new jobs
* Over 45,000 learners gaining new qualifications or skills
* 1,870 people supported to gain increased earnings, and many more moving into work
* 470 small businesses benefiting from skills and training support
* **Affordable places to call home**
* 46,000m2 of commercial floorspace enabled
* Delivery of flood defences to protect and enable 19,400 jobs and £3.8bn of GVA
* Delivery of over 375ha of improved natural green spaces
* **Put the West of England on the map for national & global success**
* 90 new products or services brought to market through CA support
* 110 new research and development projects carried out
* Engage 1,000 small businesses in innovation and provide intensive support to 470, including registering intellectual property rights
* Approximately 7,000 business receiving enterprise support
* 195 businesses supported to bring inward investment to the region, and hundreds of new businesses started

## Invitation to Tender: Requirement Overview

### This Invitation to Tender (ITT) is issued by the CA who are seeking to procure Supplier(s) to provide Demand Responsive Transport (“DRT”) in 14 regions.

### An initial long-list of 14 DRT regions have been identified, these areas have been identified by considering the commercial and supported network, and looking to identify where DRT services could add most value by feeding people into transport hubs to pick up high frequency services to the cities. The list of proposed DRT zones include:

* DRT 1 East of Region – drop off points outside zone allowed: Emersons Green; Kingswood; Royal United Hospital Bath; Lansdown Park and Ride
* DRT 2 Keynsham Town
* DRT 3 Midsomer Norton/Radstock Town
* DRT 4 North of Region – drop off points outside zone allowed: Cribbs Causeway; Southmead Hospital; Bristol Parkway Station
* DRT 5 SE NSC – drop off points outside zone allowed Hengrove Park
* DRT 6 SE of Region – drop off points outside zone allowed Brislington Park and Ride; Keynsham; Pensford; Odd Down Park and Ride
* DRT 7 SW of Region/SE NSC inc Axbridge – drop off points outside zone allowed: Hengrove Park
* DRT 8 SW of Region/SE NSC ex Axbridge – drop off points outside zone allowed: Hengrove Park
* DRT 9 Thornbury Town
* DRT 10 Yate Town
* DRT 11 Clevedon/Portishead – drop off points outside zone allowed: Portway Park and Ride; Avonmouth
* DRT 12 Weston
* DRT 13 Windmill Hill & Knowle
* DRT 14 Brislington & St Annes

### These DRT regions seek to aggregate demand to a local urban destination. This enables for access to shops, schools, work and other amenities whilst also enabling for access to a wider array of bus services.

### Operators may submit multiple service proposals in the expectation that they will not be successful in securing all of them and indeed do not have the capacity to do so. It is possible therefore that when awarding contracts some operators may decline the offer, in which case other operators will need to be chosen, possibly at a higher cost.

### The CA’s vision for the bus network is detailed below:

### *“We have set ambitious plans to enhance the region’s transport network. By 2036, we will deliver a well-connected sustainable transport network that works for residents, businesses, and visitors across the region; a network that offers greater, realistic travel choices and makes walking, cycling and public transport the natural ways to travel. Our vision is for bus services people can depend on, for quick and reliable services that combine to form a simple to understand and easy to use network. Services are accessible for everyone, are safe and comfortable, and offer value for money to passengers and to the public purse.” (West of England Bus Strategy)*

### *This means establishing services that are:*

### ***More frequent:*** *Turn-up-and-go services on the main bus corridors, with feeder services providing connections from places away from main corridors. In areas with low population density, demand-responsive vehicles will provide higher levels of service than conventional fixed bus routes.*

### ***Faster and more reliable:*** *The CRSTS strategic corridors will mean that buses have much greater priority on urban and inter-urban roads. This enhanced priority will improve reliability, reduce journey times and reduce operating costs.*

### ***Better integrated with each other and with other modes:*** *Key interchange points and Transport Hubs will connect high frequency services on main bus corridors with feeder services, cycling and walking routes, railway stations and park and ride.*

### *“Rural and hard-to-reach areas encompass over three-quarters of the BSIP area, and we have a significant rural population who face challenges in accessing the public transport network. Our ambition is to provide public transport services to all those who need it. This will require provision of demand-responsive services to low density areas. Supported bus services have historically been a key aspect of public transport provision in some areas. These will continue where required, but ensuring provision is supplemented by Demand Responsive Transport, community transport and commercial services is at the forefront of our plan. This will help target bus revenue support where it is most needed.”*

# INSTRUCTIONS TO TENDERERS

## Introduction

### This ITT has been prepared by CA.

### This section describes the award process following the issue of this ITT.

### The purpose of this ITT is to approach the market to obtain defined costed proposals and solutions which meet CA’s needs as described in Section 1.2.

### Tenderers are advised to review the full ITT pack in detail prior to providing a tender response. The information presented in the Services Description (Appendix A) will assist your organisation in evaluating its suitability to meet CA’s specific needs.

### Section 2.1.6 sets out the ITT pack contents, the submission requirements, the selection criteria (which will be used to evaluate) and details how the tender process will be managed. The tendering process seeks to determine the **M**ost **E**conomically **A**dvantageous **T**ender (MEAT). CA will evaluate tenders using the tender evaluation criteria and weightings listed in Section 3 ‘Tender Evaluation’.

### Please note that this ITT and the associated documents contain commercially sensitive information about the Services Description and phasing of the CA programme. Tenderers are reminded that all information received must be treated in confidence and not disclosed to any persons not directly associated with the tender. Tenderers are required to make their own internal arrangements for ensuring that this is the case.

## Procurement Route

### The procurement process for the DRT Scheme (Contract) will be in accordance with the Public Contracts Regulations (PCR) 2015 using the Open Procedure.

## Procurement Timescales

### The key activities and target dates for the procurement process are stated in Table 1 below. The dates are provided for guidance purposes only. Whilst CA does not intend to depart from the timetable, it reserves the right to do so at any stage. Tenderers will be notified of any amendments to the dates via the CA e-sourcing portal.

***Table 1: Procurement Timeline***

|  |  |  |
| --- | --- | --- |
| **Procurement Stage**  | **Start Date** | **Completion Dates**  |
| **Tender Period** |  |  |
| Issue Invitation to Tender (ITT)  | 4/11/22 |  |
| Tenderer Clarification Response Deadline | 28/11/22 |  |
| Deadline for submission of Tenders | 6/12/22 |  |
| **Evaluation Period** |  |  |
| CA ITT Evaluation Period (Mandatory Questionnaire Shortlist) | 6/12/22 | 6/12/22 |
| CA ITT Evaluation Period (Technical Questionnaire) | 7/12/22 | 1412/22 |
| CA ITT Moderation Period (Technical Questionnaire) | 14/12/22 | 14/12/22 |
| Technical Interviews | N/A |  |
| Commercial Schedule Evaluation  | 6/12/22 | 12/12/22 |
| **Contract Award Recommendation and Approvals**  |  |  |
| Draft Award Paper and Obtain CA Final Approval | 15/12/22 | 3/01/23 |
| **Award Notification and Contract Signing** |  |  |
| Procurement outcome notification (via Proactis e-tendering portal) | 3/01/23 | 3/01/23 |
| Standstill Period | 4/01/23 | 13/01/23 |
| Contract Signing  | 16/01/23 |  |
| **Contract Mobilisation Period** |  |  |
| Contract Commencement | 2/04/23 |  |

## Compliant Tender

### Tenderers shall provide a compliant Tender which complies with the submission arrangements and conditions set out in this ITT. Failure to do so may render the response non-compliant and it may be rejected.

## Tender Communications

### All communications between tenderers and CA must be in English.

### All written submissions, questions, queries, communications from tenderers and CA, at all stages of the tender process, shall be undertaken via the CA Proactis e-tendering portal messaging service.

## CA Proactis e-tendering Portal Guidance

### This tender process will be conducted using an e-tendering procedure. E-tendering is a suite of collaborative, web-based tools that enable procurement professionals and Suppliers to conduct the strategic activities of the procurement lifecycle over the internet. It provides a simple, secure and efficient means of managing tendering activities, reducing the time and effort for both buyers and suppliers.

### CA intends to conduct this procurement via the CA’s Proactis e-tendering portal.

### **Responding to the Invitation to Tender (ITT)**

### Tenderers must respond to the ITT via the CA’s Proactis e-tendering portal. The CA will not accept any responses via email or any other means.

### Tenderers are expected to contact the Proactis Helpdesk for any assistance regarding the e-sourcing portal. For further assistance contact the Bravo helpdesk which is available Monday to Friday (8am to 6pm BST) by the following methods:

**Email** - Click on E-mail: ProContractSuppliers@proactis.com to connect with one of Proactis support staff who can help resolve any query the applicants have.

**Helpdesk** - The bidder can call Helpdesk directly on +44 330 005 0352.

## ITT Submission Structure

### Tenderers must ensure that their tender covers all the information required by this ITT.

### Tenderers must complete and return their Tender within the CA’s Proactis e-tendering portal. CA will not accept receipt of any tenders that have not been submitted on the e-sourcing portal.

### For the purposes of evaluating Tenders in accordance with this ITT, CA will only consider information provided within Proactis.

### Tenderers should not assume that CA has any prior knowledge of the tenderer, its practice or reputation, or its involvement in existing services, projects, or procurements.

### Where any section of the ITT indicates a page limit, any response will be reviewed to that page limit and any additional information beyond that page limit will not be considered.

### Tenderers must not qualify the provisions in the ITT in any way. Any attempt to qualify any of the provisions of this ITT including its schedules may at CA’s discretion result in a tenderer being disqualified for non-compliance.

### CA may at its own absolute discretion extend the deadline for receipt of Tender specified in the timetable. Any extension to the deadline granted under this paragraph will apply to all tenderers.

### Tenders must be submitted via CA’s Proactis e-tendering portal no later than the deadline for submission of Tender as set out in the Table 1: Procurement Timetable. Tenders may be submitted at any time before the deadline.

### Price and any financial data provided must be submitted in or converted into Pounds Sterling. Where official documents include financial data in a foreign currency, a Pound Sterling equivalent must be provided. Tender pricing must be provided excluding Value Added Tax (VAT).

### CA does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

### Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales or marketing literature, standard terms of trading etc.

### Tender responses are submitted on the basis that tenderers consent to CA conducting all necessary actions to verify the information that tenderers have provided.

### A Tender or any other document requested by CA may at CA's discretion be rejected which:

1. Contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the Tender documentation provided; and/or
2. Contains handwritten amendments which have not been initialled by the authorised signatory; and/or
3. Does not reflect and confirm full and unconditional compliance with all the documents issued by CA forming part of the ITT; and/or
4. Contains any caveats or any other statements or assumptions qualifying the Tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued to CA in any way; and/or
5. Is not submitted in a manner consistent with the provisions set out in this ITT; and/or
6. Is received after the deadline.

### CA shall have the right to disqualify a tenderer and its tender response from the procurement process at any stage if it becomes aware of any omission or misrepresentation in a tenderer's response to any question or in the event that there are material changes to a position/information set out in any aspect of the Tender response or other response made following a request by CA. For the avoidance of doubt, CA may check that there have not been any material changes to the information provided or the positions outlined in a tenderer's response at any stage and in the event of any change, CA reserves the right to disqualify a tenderer based on an assessment of the updated information.

### CA may, at any stage in the procurement process, require a tenderer to provide evidence to verify statements made by it in any response to the ITT or other response made following a request by CA and reserves the right to disqualify a tenderer where such evidence and verification cannot be provided or is not provided within the timescale specified by CA.

## Variant Tender

### A variant tender is a tender that is different from that which has been specifically requested by CA in this ITT. For example, a tender that contains different pricing proposals or purports to deliver the services in a different way to that set out in CAs requirements.

### Tenderers are not permitted to submit variant tenders, CA shall not accept or evaluate any variant tenders presented and they will be rejected.

## Tender Clarifications

### Please read this ITT carefully. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with this section.

### CA will endeavour to answer all clarification questions as quickly as possible but cannot guarantee a minimum response time.

### Clarification questions must be submitted via the messaging service on CA's Proactis e-tendering portal.

### No further requests for clarifications, unless considered by CA to be fundamental to the procurement, will be accepted after the end of the Tenderer Clarification Period as stated in Table 1 (Procurement Timeline).

### To ensure equality of treatment of tenderers, CA intends to publish the questions and clarifications raised by tenderers together with CA responses (but not the source of questions) to all tenderers prior to the deadline for submission of tender.

### Tenderers should indicate if a query is of a commercially sensitive nature by stating in the title of the query as “Commercially Sensitive” – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if CA at its sole discretion either: (a) does not consider the query to be of a confidential nature; or (ii) considers the query one which all tenderers would potentially benefit from seeing (together with CA’s response), CA will:

1. Invite the tenderer submitting the query to either declassify the query and allow the query along with CA response to be circulated to all tenderers; or
2. Request the tenderer, if it still considers the query to be of a confidential nature, to withdraw the query.

### CA 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.

## Consequences of misrepresentation

### When responding to the ITT If the Tenderer seriously misrepresents any factual information, and so induces CA to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

# TENDER EVALUATION

## Introduction

### The evaluation process will be conducted in a fair, equal and transparent manner in accordance with the UK and EU procurement rules and regulations, including the PCR as amended.

### All Tenders that are compliant will be assessed using the same methodology. CA will carry out its evaluation according to the criteria and weightings as detailed within Section 3.

### The evaluation criteria has been developed to assist CA in deciding which tenderer to award the Contract to on the basis that their response represents the Most Economically Advantageous Tender (MEAT). The evaluation criteria are for use by those tenderers who have been invited to tender for the proposed Contract, their professional advisers and other parties essential to preparing responses to the ITT and for no other purpose.

### The MEAT will be determined by combining a technical (quality) evaluation of the proposed solution and a commercial evaluation of the proposed price according to the following weightings.

## Evaluation and Moderation Panel

### The technical and commercial evaluation panel will comprise of suitably qualified and experienced Subject Matter Experts (SME’s).

### Each SME evaluator will complete their evaluation independently and submit their completed evaluation sheet with scores and comments prior to the moderation meeting. The moderation will be led by the Procurement Team with only those SME evaluators who have completed the relevant evaluation sheets. No additional individuals will take part or be involved in the moderation, except for (if required) an independent observer.

### The moderation meeting will provide a consensus score (in accordance with scoring methodology set out below (the 'Scoring Methodology')) following a robust conversation on the tenders which will include discussion on any anomalies and resolution of any opposing views. This will also ensure that the appropriate response guidance and evaluation rationale has been used. Rational for each score will be maintained. The consensus score in accordance with the Scoring Methodology will then be given with any supporting rationale. A consensus score will be used for each question for each bid, excluding pass/fail, qualification, or commercial elements.

### CA may discuss and seek advice on aspects of the tender with other internal or related parties (subject to ensuring there are no conflicts of interest), but these parties will not be involved in scoring.

### CA will notify all tenderers of its Contract award decision via the CA Proactis e-tendering portal.

### Submitted tenders will be evaluated by CA technical and CA commercial staff, supported by other experts, as follows:

1. Each question will be scored as indicated.
2. Pass/Fail or discretionary Pass/Fail criteria will apply as indicated.
3. Mandatory criteria will apply as indicated.
4. Indicated weightings will be applied to responses.

## Compliance

### Each tender will be checked initially for compliance with the requirements set out in the ITT. CA may seek clarification from a tenderer to help determine if a tender submitted is compliant although tenderers should not rely on CA seeking further clarification on any non-compliances and is required to provide a compliant tender.

### The tenderer's submitted Commercial Response will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all tenderers, pursuant to clause 3.4 below.

### CA will be under no obligation to request clarifications or further information (subject to the requirements of any applicable procurement law).

## Abnormally Low Tender

### The tenderer's submitted commercial response will be reviewed to consider if it appears to be abnormally low. An initial assessment will be undertaken using a comparative analysis of the price proposal received from all tenderers.

### If assessment shows a commercial bid to be 20% lower than the average of the other compliant bids then CA reserves the right to seek further information, in accordance with Public Contract Regulations 69-(1) Abnormally Low Tenders and Cabinet Office Outsourcing Playbook June 2020. CA reserves the right to investigate and ultimately reject any Tender it considers to be abnormally low. CA reserves the right to re-tender the commercial response of all tenderers at any point in the tender process.

## Evaluation Process

### **Evaluation Stage 1 – Completeness and Compliance (not scored)**

### Responses will be formally logged upon receipt and any tender not submitted on the Proactis e-tendering portal by the deadline will be rejected and not considered for evaluation. Each tender shall be reviewed to ensure that it is complete (and capable of review in accordance with the evaluation methodology) and the tenderer has confirmed acceptance of the Form of Tender unqualified. Any Tenderer that is incomplete or has not confirmed acceptance of the contract will be rejected at this stage.

### CA may, also at its discretion, request additional information in relation to the ITT. Where this requirement has been substantially met, such information could then be considered as if it has been submitted as part of the ITT.

### CA may check to see if the tender submission is in the right legal entity, however it is up to the tenderer to ensure that this is done before the tender is submitted. If the tender is not in the right legal entity, CA reserves the right to reject the tender submission.

### All tenders that are compliant with all of ‘Evaluation Stage 1 – Completeness and Compliance’ above shall progress to Evaluation Stage 2 Mandatory Questionnaire (MQ) detailed below.

### **Evaluation Stage 2 – Mandatory Questionnaire (Mandatory, Pass/Fail and/or Discretionary Pass/Fail)**

### This procurement procedure is in accordance with regulation 27 (the “Open Procedure”) of the (PCR) 2015. This MQ is in accordance with the PCR 2015.

### The selection criteria are detailed in Volume 2 Mandatory Questionnaire.

### All tenderers must meet all mandatory requirements and pass/fail criteria and discretionary criteria as set out in Evaluation Stage 2 to progress to Evaluation Stage 3 Technical Questionnaire. Any Tenderer who fails any criteria will be rejected at this stage.

**Evaluation Stage 3 – Technical Questions (scored)**

### The evaluation of the technical responses will account for 100percent (100%) of the score out of a total technical evaluation score of 100 percent (100%). All technical questions will be scored by applying the scoring criteria set out in Table 6a and 6b:

***Table 2 – Technical Questionnaire Criteria***

| **Stage** | **Total Technical Weighting for each Category (%)** | **Evaluation Category** | **Total Technical Weighting - all Categories (%)** | **Question Weighting (%)** |
| --- | --- | --- | --- | --- |
| **Evaluation Stage 3** | 100% | TQ1. Operation Plan (specific region, ie DRT 1)  | 100% | 30 |
| TQ2. Mobilisation | 20 |
| TQ3. On-going Delivery | 20 |
| TQ4. Environmental | 10 |
| TQ5. Equality and Diversity | 10 |
| SV1. Social Value | 10 |
|  |

### Tenderers must achieve a minimum technical score of **50 percent (50%)** out of **100 percent (100%)** and pass all pass/fail questions. Tenderers who fail to achieve the minimum score will not proceed to Stage 4 Commercial stage.

### The technical questionnaire Stage 3 will be scored in accordance with table 6a Evaluation Scoring Criteria, excluding social value questions which will be in accordance with table 6b Evaluation Scoring Criteria.

### Each DRT Region will have its own score, if a tenderer is bidding for multiple regions then the scores for TQ2-TQ5 & SV1 will carry across but TQ1 will be a specific score for each region based on the separate response for each region.

### **Social Value Evaluation**

### CA takes account of social value in the award of contracts using the Social Value Model. This model defines social value through a series of priority themes and policy outcomes. It is designed to take account of the additional social benefits that can be achieved through the delivery of contracts, using policy outcomes aligned to Government priorities and CA themes (life skills & independent living; employability & work readiness; volunteering & social action).

### For more information on the Social Value Model, please visit: [Social Value Act: information and resources](https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources) and [The Social Value Model](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940826/Social-Value-Model-Edn-1.1-3-Dec-20.pdf)

### CA has identified the following social value policy outcomes (as stated in Appendix D – Social Value Delivery Plan):

### ***Social Value Model Policy***

***Table 3 Social Value Model Policy Outcomes***

|  |  |
| --- | --- |
| **Social Value Model Policy Theme** | **Social Value Policy Outcomes** |
| Theme 1: COVID-19 Recovery | Help local communities to manage and recover from the impact of COVID-19 |
| Theme 2: Tackling Economic Inequality | Create new businesses, new jobs, new skills |
| Increase supply chain resilience and capacity |
| Theme 3: Fighting Climate Change | Effective stewardship of the environment |
| Theme 4: Equal Opportunities | Reduce the disability employment gap |
| Tackle workforce inequality |
| Theme 5: Wellbeing | Improve health and wellbeing |
| Improve community cohesion |

For each policy outcome outlined above tenderers should refer to Appendix D– Social Value Delivery Plan “SV Definitions” tab. The illustrative guidance provides options and illustrative examples for tenderers however, these are NOT mandatory. Tenderers are encouraged to offer social value benefits which are relevant and proportionate to the contract (young people and local communities) and within their capability and capacity to do so. Tenderers may choose to offer alternatives which align to the chosen policy outcome theme stated in the table above.

### All social value benefits offered by tenderers must be supplied through the direct delivery of this contract and must be **over and above the core deliverables** outlined in Appendix A Specification and this ITT. Tenderers will be evaluated on the **quality** of the overall response, **not the quantity** of items offered, using the evaluation scoring criteria in table 6b.

### **Social Value Contract Monitoring and Reporting**

### Social value benefits will be recorded, monitored, and measured using the following reporting metrics:

**Covid reporting metrics**

* Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region, for those who were made redundant due to COVID-19.
* Number of people-hours spent supporting local community integration, such as volunteering and other community-led initiatives related to COVID-19, under the contract.
* Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment.

**Tackling Economic Inequality reporting metrics**

* Number of full-time equivalent (FTE) employment opportunities created under the contract, by UK region.
* Number of apprenticeship opportunities (Level 2, 3, and 4+) created or retained under the contract, by UK region.
* Number of training opportunities (Level 2, 3, and 4+) created or retained under the contract, other than apprentices, by UK region.
* Number of people-hours of learning interventions delivered under the contract, by UK region.
* For each of the following categories:
	+ start-ups
	+ SMEs
	+ VCSEs; and
	+ mutuals:
		- The number of contract opportunities awarded under the contract
		- The value of contract opportunities awarded under the contract in £
		- Total spend under the contract, as a percentage of the overall contract

**Fighting Climate Change reporting metrics**

* Number of people-hours spent protecting and improving the environment under the contract, by UK region.
* Number of green spaces created under the contract, by UK region.

**Equal Opportunities reporting metrics**

* Total percentage of full-time equivalent (FTE) disabled people employed under the contract, as a proportion of the total FTE contract workforce, by UK region.
* Number of full-time equivalent (FTE) disabled people employed under the contract, by UK region.
* Total percentage of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on apprenticeship schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
* Number of disabled people on apprenticeship schemes (Level 2, 3, and 4+) under the contract, by UK region.
* Total percentage of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, as a proportion of all people on other training schemes (Level 2, 3, and 4+) within the contract workforce, by UK region.
* Number of disabled people on other training schemes (Level 2, 3, and 4+) under the contract, by UK region.

### Please note, each reporting metric outlines above may be adapted, where necessary, following tender award in order to more closely align with the tenderers social value benefit. This will form a Key Performance Indicator (KPI) under the contract which will be developed and agreed by both parties prior to the contract being signed.

### All tenderers invited to Stage 3 that score higher than the minimum threshold shall progress to Evaluation Stage 4 Commercial Evaluation.

**Final Technical Evaluation Process**

### The total marks achieved by each Tenderer for Stage 3 (Technical Questionnaire) will achieve a score out of 100 percent (100%) (which is the total marks available for the technical evaluation).

### Each tenderer will be ranked in order based upon their total marks achieved during the technical evaluation. Table 5 shows a worked example:

***Table 5: Worked Example combined Technical Questionnaire scores: (Per region, DRT 1, DRT 2 etc)***

|  |  |  |
| --- | --- | --- |
| **Tenderer** | **Technical Questionnaire Score (%)** | **Total Score out of 100%** |
| Tender A | 75 | 75.00 |
| Tender B | 70 | 70.00 |
| Tender C | 68 | 68.00 |
| Tender D | 65 | 65.00 |

**Evaluation Scoring *Methodology***

### Each question (except the Social Value questions), in Volume 3 Quality Response – as referred to in relation to Evaluation Stage 3 and Evaluation Stage 4 above, will be scored in accordance with the scale in the table below.

***Table 6a: Evaluation Scoring Methodology***

|  |  |  |
| --- | --- | --- |
| **Classification** | **Score** | **Scoring Methodology** |
| **Major Concerns** | 0% | No response submitted or an unacceptable response which fails to address the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria.   |
| **Concerns** | 10% | The response fails to address adequately one or more of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides very low level of confidence of successful delivery.  |
| **Minor Concerns** | 25% | The response fails to address adequately one or more of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides a low level of confidence of successful delivery  |
| **Moderate Confidence** | 50% | The response generally addresses all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides a moderate level of confidence of successful delivery  |
| **Good Confidence** | 75% | The response addresses well all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides good level of confidence of successful delivery  |
| **Very Good Confidence** | 90% | The response addresses very well all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and/or overall, the response provides very good level of confidence of successful delivery  |
| **Excellent Confidence** | 100% | The response addresses in an excellent and robust manner all of the factors in the relevant Evaluation Guidance for the Mandatory Questionnaire/Technical Questionnaire/Interview Schedule/tender criteria; and overall, the response provides excellent level of confidence of successful delivery  |

### Each Social Value question, in Appendix D– Social Value Delivery Plan – as referred to in relation to Evaluation Stage 3 above, will be scored in accordance with the scale in the table below.

***Table 6b: Social Value - Evaluation Scoring Methodology***

|  |  |  |
| --- | --- | --- |
| **Classification** | **Score** | **Social Value Scoring Methodology**  |
| **Fail** | **0** | The response completely fails to meet the required standard or does not provide a proposal. |
| **Poor***(Meets some of the award criteria)* | **1** | The response meets elements of the requirement but gives concern in a number of significant areas. There are reservations because of one or all of the following: * There is at least one significant issue needing considerable attention.
* Proposals do not demonstrate competence or understanding.
* The response is light on detail and unconvincing.
* The response makes no reference to the applicable sector but shows some general market experience.
* The response makes limited reference (naming only) to the social value policy themes and outcomes in Appendix O - Social Value Delivery Plan as set out within the ITT
 |
| **Good***(Meets all of the award criteria)* | **2** | The response broadly meets what is expected for the criteria. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows:* Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses most of the social value policy themes and outcomes in Appendix O - Social Value Delivery Plan as set out within the ITT and also shows general market experience.
 |
| **Very good***(Exceeds some of the award criteria)* | **3** | The response meets the required standard in all material respects. There are no significant areas of concern, although there may be limited minor issues that need further exploration or attention later in the procurement process. The response therefore shows: * Good understanding of the requirements.
* Sufficient competence demonstrated through relevant evidence.
* Some insight demonstrated into the relevant issues.
* The response addresses the social value policy themes and outcomes in Appendix O - Social Value Delivery Plan as set out within the ITT and shows good market experience.
 |
| **Excellent***(Exceeds all of the award criteria)* | **4** | The response exceeds what is expected for the criteria. Leaves no doubt as to the capability and commitment to deliver what is required. The response therefore shows: * Very good understanding of the requirements.
* Excellent proposals demonstrated through relevant evidence.
* Considerable insight into the relevant issues.
* The response is also likely to propose additional value in several respects above that expected.
* The response addresses the social value policy themes and outcomes in Appendix O - Social Value Delivery Plan as set out within the ITT and also shows in-depth market experience.
 |

## Evaluation Process – Commercial

### The Price submitted by Tenderers in Appendix B - Pricing Schedule. CA’s Commercial Evaluation Schedule is evaluated using the “price per quality” ratio. The calculation provides a price-based figure that represents how many pounds sterling each quality point tenderer’s scored costs in comparison to the other bids.

### Each Region will be evaluated separately and competed separately.

### The quality / price ratio is shown below:

***Diagram 2: Price per Quality Score Formula***



### The model calculates the “price per quality” offered by an individual bid. To do this CA divides the submitted price by the quality score. This is an absolute model which assesses the quantitative relationship between the bidders’ quality score and their submitted price.

### The model does not reflect or include any price/ quality weighting. The model directly compares the bidder’s quality score and their submitted price. The lower the “price per quality” score, the better the bid. A lower score means a client is paying less for each quality point achieved.

## Worked Evaluation Example

### The following worked examples consist of four mock Tender Prices applied to 3 sets of technical scores to demonstrate how variations of Tender Price and technical score affect the overall results.

***Table 7: Mock Tender Pricing 1 (DRT 1)***

|  |  |
| --- | --- |
| **Tenderer** | **Price** |
| Tenderer 1 | £18,000,000.00  |
| Tenderer 2 | £17,000,000.00  |
| Tenderer 3 | £16,000,000.00  |
| Tenderer 4 | £15,000,000.00  |

***Table 8: Mock Evaluation Results Based on Varying Technical Scores***

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Eval** | **Criteria** | **Tenderer 1** | **Tenderer 2** | **Tenderer 3** | **Tenderer 4** | **Weighting** | **Winner** | **Winning Price** |
| 1 | Technical | 80.00 | 75.00 | 70.00 | 65.00 | 100 |  |  |
| Price Per Quality Score | £225,000.00  | £226,666.67  | £228,571.43  | £230,769.23  | N/A | Tenderer 1 | £18,000,000.00  |
| 2 | Technical | 75.00 | 80.00 | 80.00 | 75.00 | 100 |  |  |
| Price Per Quality Score |  £240,000.00  |  £225,000.00  |  £200,000.00  |  £200,000.00  | N/A | Tenderer 3 | £16,000,000.00  |
| 3 | Technical | 80.00 | 77.50 | 75.00 | 72.50 | 100 |  |  |
| Price Per Quality Score |  £225,000.00  |  £219,354.84  |  £213,333.33  |  £206,896.55  | N/A | Tenderer 4 | £15,000,000.00  |

## Contract Award

### The Tenderers with the lowest Price Per Quality Score (PPQS) will be recommended for award.

### Contract award is subject to CA’s formal approval process. Following the approval process, CA will notify all Tenderers of that decision and enter a 10-day standstill period in accordance with the regulations before entering any Contract.

# NOTICE TO TENDERERS

## Freedom of Information

### In relation to this ITT tenderers shall provide all assistance reasonably requested by CA to ensure that CA complies with the Freedom of Information Act 2000 (FOIA) and/or the Environmental Information Regulations 2004 (EIR) and all related subordinate legislation.

### CA is obliged under the FOIA/EIR to supply the public with information relating to all areas of its work and is under a duty to operate with openness and transparency unless an exemption applies. Tenderers are permitted to request that information submitted in their Tender is exempt from the Freedom of Information Act 2000 by completing Appendix M FOIA Exemption Request.

### CA shall be responsible for determining whether information is exempt information under the FOIA/EIR and for determining what information will be disclosed in accordance with the legislation.

### An individual may request:

1. To be informed whether CA holds information of the description requested; and

1. If so, to have that information communicated to him or her.

### Without prejudice to CA rights and obligations under the FOIA/EIR, the tenderer should be aware that the rules about disclosure apply regardless of where the information held by or on behalf of CA originated from, and as such the following types of information (without limitation to the generality of the foregoing) may be subject to disclosure:

1. Information in any Tender submitted to CA
2. Information in any Contract to which CA is a party (including information generated under a Contract or during its performance).
3. Information about costs, including invoices submitted to CA.
4. Correspondence and other papers generated in any dealing with the private sector whether before or after the Contract award.

### The tenderer should note that this ITT once published by CA may be made available to the public on request and:

1. The tenderer must in their response to this ITT and in any subsequent discussions, notify CA of any information which the tenderer considers to be eligible for exemption from disclosure under the FOIA/EIR by completing Appendix M (FOIA Exemption Request). Such information must be referred to as “Commercially Sensitive” and identified in the tenderer’s response. Information not identified as “Commercially Sensitive” may be made available by CA on request. Even information identified as “Commercially Sensitive” may have to be disclosed.
2. All decisions relating to the exemption and disclosure of information will be made at the sole discretion of CA It should be noted that CA may disclose the tenderer's justifications for exemption and any additional information relating to that which is classified as “Commercially Sensitive”.
3. Although CA is not under any obligation to consult the tenderer in relation to requests for information made under FOIA/EIR, CA. will endeavour to inform the tenderer of requests wherever it is reasonably practicable to do so.
4. Any Contract with CA will require the tenderer to supply additional information, and/or provide other assistance, pursuant to any FOIA/EIR request received by CA.
5. CA decision on applying an exemption and, therefore, refusing a request for information by a member of the public may be challenged by way of appeal to the Information Commissioner. The Information Commissioner has the statutory power to direct that the information be disclosed.

### Additional information and guidance:

1. The exemption that applies to information that would prejudice commercial interests if disclosed is a ‘qualified’ exemption under the FOIA/EIR. This means that CA is required to consider whether, in all the circumstances prevailing at the time a request is received, the public interest in disclosure outweighs the commercial interest in upholding the exemption.
2. Information which is exempt under the rules governing commercial matters will not normally be withheld for more than seven years after completion of the Contract.
3. Information relating to unit prices or more detailed pricing information may be specified by the tenderer as “Commercially Sensitive”.
4. For further information and guidance, please see the Lord Chancellor’s Code of Practice issued under section 45 of the FOIA (see [Section 45 Code of Practice](https://webarchive.nationalarchives.gov.uk/ukgwa/20150603184623/https%3A/www.justice.gov.uk/information-access-rights/foi-guidance-for-practitioners/code-of-practice)).

## Equality, Diversity, and Inclusion

### CA has a mandate to be bold, innovative, and disruptive. Experience shows that more diverse teams will be more creative and can bring a far wider range of opinions and perspectives to most problems. Therefore, CA wants partners who will embrace equality, diversity, and inclusion in the same way that CA does, helping it to create a team which will embrace the challenges it faces with the energy and drive needed to be successful.

### CA is committed to proactively encouraging diverse Suppliers to participate in its procurement process for goods, services and works. It will provide a level playing field of opportunities for all organisations who are invited to submit a Tender, including Small and Medium Enterprises (SMEs) and black, Asian, and minority ethnic businesses and other diverse Suppliers. Consistent with its obligations as a Best Value authority and in compliance with legislation, CA’s procurement process will be transparent, objective, and non-discriminatory in the selection of its Supplier.

## Social Value Act

### The Social Value Act came into force on 31 January 2013 and applies to all Public Sector organisations who are “Contracting Authorities” for the purpose of the PCRs.

### This Act requires “Contracting Authorities” (as defined in Regulation 2 of the Public Contracts Regulations 2015) such as CA to consider the economic, environmental, and social well-being of their relevant area during the pre-procurement stage of awarding any services Contract. CA will actively promote compliance with the Act within its supply chain including the award of this Contract and during active contract management.

## Sustainable Procurement

### CA will proactively conduct its procurement process in compliance with legislation. CA will adopt the principles of ‘recycle, reduce, reuse and buy recycled’. CA is committed to applying these principles in its procurement of goods, services and works, where the required criteria for performance and cost effectiveness can be met. CA will actively promote ‘Sustainable Procurement’ throughout its supply chain.

### CA expects its Suppliers to have in place and implement policies to promote these principles.

## Disclaimer

### Any disclaimers or limitations in this ITT (whether appearing under the heading of Disclaimer or otherwise) shall apply to and be for the benefit of CA, its advisers and/or representatives acting on behalf of CA and shall continue to apply to and be enforceable by CA.

### This ITT and all other information, statements, opinions, conclusions, data, and communications, whether written or oral and however transmitted or otherwise made available to tenderers, which is made available to tenderers during the procurement process (together, the "information") is being provided to tenderers for information only and for the sole purpose of assisting them to submit a tender.

### The information does not purport to be comprehensive or to contain all the information that a tenderer may require to submit a tender. Any tenderer considering submitting a tender in response to this ITT shall conduct its own due diligence and seek its own professional, financial, legal and other advice as appropriate.

### The information made available by CA does not include any legislation which is applicable in relation to this ITT and/or the contract. In producing their tender, tenderers shall satisfy themselves as to the requirements of legislation.

### Words such as “anticipates”, “expects”, “projects”, “intends”, “plans”, “believes”, “will” and terms with similar meaning indicate the present expectation held by CA of future events, which are subject to several factors and uncertainties that could cause CA requirements to differ from those described in this ITT. If CA requirements change at any time during this procurement process, tenderers will be notified as soon as is reasonably practicable.

### Neither CA nor any of its advisers, representatives or agents acting on CA behalf:

1. Accept any liability arising out of or in connection with the information including without limitation for any error or misstatement in, or omission from, the information and, so far as permitted by law, in respect of any negligence or misrepresentation; and/or
2. Give any representation, warranty or undertaking, express or implied, with respect to the information, including, without limitation, with respect to the fairness, accuracy, adequacy, or completeness of any of the information; and/or
3. Shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising out of or in connection with any reliance on the information).

### None of the information shall constitute a Contract or part of a Contract in any way, and none of the information is or should be relied on as a promise or representation as to CA ultimate decisions in relation to the CA programme or that CA will enter a Contract with any tenderer.

### CA does not bind itself to enter any contract or Contracts arising out of the procedures envisaged by this ITT and no Contractual rights, express or implied, arise out of this ITT or the procedures set out in it.

### A response to this ITT does not guarantee that a tenderer will be awarded a contract.

### CA reserves the right, at any time and without cost to CA, to the extent permitted by law:

1. To terminate or suspend any part of or the whole of this procurement process and/or to withdraw this ITT at any time or to re-invite responses on the same or any alternative basis; and/or
2. To waive any requirements of this procurement process; and/or
3. To vary any requirements and/or procedures relating to the procurement process; and/or
4. Not to award the whole or part of the contract as a result of this procurement process.

### CA reserves the right to reject or disqualify any tenderer who:

1. Falls within the scope of the mandatory or discretionary grounds for exclusion under Regulation 57 of the Public Contracts Regulations 2015; and/or
2. Provides information or confirmations which later prove to be untrue or incorrect; and/or
3. Does not submit a tender in accordance with the requirements of this ITT or as directed by CA during the procurement process; and/or
4. Undergoes a change in identity, control, financial standing, or other materially adverse change affecting the tenderer which in the reasonable opinion of CA would have an adverse impact on the procurement process or the ability of the tenderer to perform the Contract; and/or
5. Fails to put forward proposals to manage any actual or potential conflict of interest arising as a result of being appointed.

### CA reserves the right to require the submission by a tenderer of any additional or supplemental information or clarification as it may, in its absolute discretion, consider appropriate. CA will be under no obligation to request such clarifications or further information (subject to the requirements of applicable procurement law).

### CA will be subject to the Freedom of Information Act 2000, the Data Protection Act 2018 including the UK General Data Protection Regulation (UK GDPR) and the Environmental Information Regulations 2004, together with all codes of practice, guidance and directions issued pursuant to the same from time to time. CA may at its sole discretion be required to disclose any information submitted by tenderers as part of their response to this ITT.

### The submission of a Tender in response to this ITT shall be deemed to imply the tenderer’s acceptance of terms and conditions in this ITT without qualification.

## Good Faith

### In submitting a response to this ITT, the tenderer undertakes to provide its submission in good faith, and that the tenderer will not at any time communicate to any person (other than CA its advisors or third parties directly concerned with the preparation or submission of the tenderer's response) the content (or approximate amount) or terms (or approximate terms) of the tenderer's response or of any arrangements or agreements to be entered into in relation to the tenderers response.

### In submitting a response to this ITT, the tenderer undertakes that the principles described in this section have been, or will be, brought to the attention of all consortium members, sub-contractors, and associated companies which are or will be providing services or materials connected to the tenderer's response.

## Accuracy of Information

### In submitting a response to this ITT, the tenderer undertakes that:

1. All information contained in any response at any time provided to CA in relation to the Contract is true, accurate and not misleading and that all opinions stated in any part of a response are honestly held and that there are reasonable grounds for holding such opinions; and
2. Any matter that arises that renders any such information untrue, inaccurate, or misleading will be brought to the attention of CA immediately.

## Intellectual Property Rights (IPR)

### All intellectual property rights in this ITT and in the information contained within the CA Proactis e-tendering portal and referred to in it shall remain the property of CA and/or third parties, and the tenderer shall not obtain any right, title, or interest therein.

## Changes to Circumstances

### Tenderers (including, for this purpose, each participant in any joint venture, consortium arrangement) are required to inform CA promptly and in any case no later than fourteen (14) days, after the occurrence of:

1. Any change to the tenderer's corporate structure from that set out in the tenderer's response to the ITT. This includes the grant of any options to acquire shares, any agreement relating to exercise of rights attaching to such shares, and any material amendments to a shareholder’s agreement, articles of association or similar constitutional documents.
2. Any changes to any other information provided to CA as part of the ITT process; or
3. Any other change to the tenderer's circumstances, or the basis of the tenderer's response to the ITT, which may be expected to influence CA decision on the tenderer's suitability for qualification for receipt of this ITT or to be selected as the Supplier.

### CA reserves the right to approve (subject to conditions) or reject the changes referred to above (including any changes to the basis on which the tenderer pre-qualified to receive this ITT). A rejection of the changes may result in the tenderer being excluded from further participation in the procurement process.

### CA reserves the right and may in certain cases be required under the procurement rules and regulations, to disqualify any tenderer that has been selected to receive this ITT where the composition of the tenderer’s bid vehicle, joint venture or consortium has changed after the announcement of the tender response. The tenderers are therefore advised to discuss any proposed changes of this nature with CA before the changes are put into effect.

### Where, following notification to CA by the tenderer, at any stage, of a material change in any of the information provided in the tenderer's response to the ITT (or failure to give such notification), CA is of the opinion that the tenderers do not have, or are unlikely by the date of commencement of the Contract/agreement to have an appropriate financial position, technical capacity or managerial competence, or are otherwise an unsuitable organisation, to be the tenderer, CA reserves the right to disqualify the tenderer from the procurement process.

## Conflict of Interest

### If any conflict of interest or potential conflict of interest between the tenderer, the tenderer's advisers, CA, CA's advisers or any combination thereof becomes apparent to the tenderer, the tenderer shall inform CA immediately. In such circumstances, CA shall, at its absolute discretion, decide on the appropriate course of action.

### If CA becomes aware of any relevant conflict of interest that the tenderers have not declared to CA, the relevant tenderer may be disqualified from the procurement process.

## Tender Costs

### All tenderers are solely responsible for all their costs and expenses incurred in connection with this procurement process at all stages. Under no circumstances will CA be liable for any costs or expenses borne by or on behalf of the tenderer or any party associated with this procurement process.

## Selection of Supplier

### Before selecting the successful tenderer, CA reserves the right to check and confirm:

1. Its financial standing (including each member of any consortium and of any key sub-contractor) and/or.
2. All or part of the tender, each in the context of any changes that may have occurred since the submission of the Tender.

## Data Transparency Protocol

### The UK government has announced its commitment to greater data transparency in the public sector. Accordingly, CA reserves the right to publish its tender documents, Contract(s) and data from invoices received. In so doing CA may at its absolute discretion take account of the exemptions that would be available under FOIA, EIR or the Data Protection Act 2018 (incorporating the UK GDPR).

## Canvassing

### Any tenderer who, in connection with the ITT:

1. Offers any inducement, fee or reward to any employee of CA or any persons acting as an advisor for CA or in connection with the procurement process; or
2. Does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
3. Contacts any employee of CA about any aspect of the procurement process, except through the agreed communication channel(s) authorised in this document.

will be disqualified from any further involvement in this process, without prejudice to any other civil remedies available to CA and without prejudice to any criminal liability which such conduct by a Supplier may attract.

## Non-Inclusion and Inducement

### Any tenderer which:

1. Fixes or adjusts its tender by arrangement with any other person; or
2. Communicates to any person other than CA the details of its tender; or
3. Offers or agrees to pay or gives or does pay or give any sum of money, other inducement or consideration, directly or indirectly, to any person in respect of its tender or the Contract (excluding details communicated to its advisers and payments made in relation to the valid remuneration of its advisers);

will be disqualified from any further involvement in this process, without prejudice to any other civil remedy that may be available to CA and any criminal liability that may be incurred.

## Copyright

### The copyright in this ITT Pack is vested in the CA.

### Tenderers shall not reproduce any of the ITT Pack in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of CA, other than for use strictly for the purpose of preparing their Tender in relation to the procurement process.

### This ITT Pack and any document at any time issued as supplemental to it are and shall remain the property of CA and may be used by a tenderer solely for the purpose of this procurement process and must be returned upon demand.

## Contract Duration

### CA proposes to enter Contract(s) for a period of two (2) years with the successful tenderer(s). The initial contract term shall be two (2) years with the option to extend for an additional four (4) years.

### The anticipated service commencement date is April 2023.

## Payment and Invoicing

### Payments will be made in accordance with the terms of the Contract.

## CA Employees

### No employee of CA has the authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

## Tender Validity

### The tender shall remain valid for 120 days from the deadline for Tender submissions. Once the Contract has been awarded to the successful tenderer the successful tenderer's tender shall be valid throughout the Contract period and will form part of the Contract.

## Acceptance of Contract

### Tenderers are required to complete the Form of Tender unqualified and return with their tender submission.

### The tenderer in submitting the tender undertakes that in the event of their Tender being accepted by CA and CA confirming in writing such acceptance to the tenderer, the tenderer will execute the Contract prior to contract implementation.

## Transfer of Undertaking Protection of Employment Regulations (TUPE)

### Tenderers may wish to seek independent legal advice as to the application and implications of TUPE. To the extent that TUPE may apply, CA will seek to facilitate (so far as it can) a process that is managed in a sensitive, transparent, and legally compliant way. Whether TUPE is applicable or not may in part be determined by the successful tenderer’s proposed delivery, and we do not express any opinion as to whether TUPE will apply or not.

##  Publicity

### Tenderers must obtain the express written consent from CA before any disclosures are made to the press or in any other public domain relating to this ITT process or any subsequent Contract. Tenderers are not permitted to:

1. Make a public statement or communicate in any form with the media in connection with this procurement process without first obtaining the prior written consent of CA; and/or
2. Use any trademarks, logos or any other intellectual property rights associated with CA or the CA programme; and/or
3. Represent that the tenderer is directly or indirectly associated in any way with CA or the CA programme; and/or
4. Engage in any form of ambush marketing or marketing which creates, implies or refers to an association between the tenderer and CA and/or the CA programme; and/or
5. Do anything or refrain from doing anything which would have an adverse effect on or embarrass CA or the CA programme.

If required, tenderers should seek further guidance from CA through the CA e-sourcing portal Bravo.

## Data Processing Agreement

### To the extent that CA personal data is held and/or processed by the Tenderer, the Tenderer shall supply that data to CA as requested in the format (if any) specified by CA in the Contract and, in any event, as specified by CA from time to time in writing.