



**GUIDANCE FOR COMPLETING THE TENDER PROCESS:**

Merseytravel on behalf of The LCRCA wishes to establish a provider contract for the provision of A Legal Case Management Sytem. This is a **services** agreement being procured under the openprocedure. Merseytravel on behalf of The LCRCA is managing this procurement process in accordance with the Public Contracts Regulations 2015 (the “Regulations”).

This guidance has been produced to assist suppliers with the completion of the Tender documents and ensure all parties are as clear as possible in terms of the process followed. Merseytravel on behalf of The LCRCA recognise that the procurement process can be difficult and time consuming for our suppliers. The purpose of this document is to provide you with the relevant information you require to bid for this opportunity. Whilst at times the guidance may appear very specific, our aim is to ensure that our potential suppliers are as informed as possible in terms of the processes we adopt.

Throughout the ITT the “Authority” refers to Merseytravel on behalf of The LCRCA.

**QUESTIONS AND CLARIFICATION**:

If you have any questions or queries please make contact via ‘The Chest’ at the earliest opportunity, and certainly, no later than 12 noon, **three working days prior to the stated closing date**. Both questions and answers will either be made public on ‘The Chest’, or a response directed to the originator depending on the content.

**Tenderers must not contact individual members of Merseytravel on behalf of The LCRCA staff directly**. **Contact outside of these arrangements could lead to your bid being disqualified.**

All communication will be with the person named on ‘The Chest’ who originally expressed an interest. It is your responsibility to check ‘The Chest’ for any questions, answers, amendments or additional information throughout the tender process.

Should Merseytravel on behalf of The LCRCA require any amendments, clarification or adjustments to be made to this ITT it will issue instructions to all tenderers via ‘The Chest’.

It is **your** responsibility to check “The Chest” for any questions, answers, amendments or additional information throughout the tender process.

It may be useful to use a generic email address that multiple staff have access to as this will ensure that communications are not missed in the event of unforeseen absences e.g. sickness, leavers etc.

If you have any questions or need help filling in the form, please make contact

via “The Chest”.

**GUIDANCE FOR COMPLETION OF THE ITT:**

It is the supplier’s responsibility to ensure that they read the full questions, including any supplier help provided. The information you provide will form a critical part of the evaluation process and failure to follow instructions may lead to an invalid response. Failure to provide responses to compliance questions and scored questions may result in your submission being rejected.

Where required, guidance notes are provided at the start of each section and in the “Supplier Help” text for each question. Suppliers should refer to the “Supplier help” on the right hand side of the screen for all questions. Further information may be found by selecting the “Show more information” button within each question.

It is very important that you fully answer all the questions that apply to your organisation(s), (or if applicable, consortium members). You should ensure that any submission information that you provide relates specifically to the name of the bidding organisation. (The group parent company may only be used to demonstrate financial capacity)**.** Please note the organisation name the bid is submitted in must be a trading entity.

If you are bidding as a consortium, all members will be required to provide the information required in all sections of the ITT as part of a single composite response to Merseytravel on behalf of The LCRCA.

Merseytravel on behalf of The LCRCA allows potential providers to self-certify that they are not subject to any of the mandatory/discretionary grounds for exclusion.

Evidence that the supplier can meet the specified requirements in all sections of the ITT, may be requested following the evaluation decision i.e. from the winning supplier only, (although it can be required sooner if necessary for the proper conduct of the procedure).

All sections must be completed without ambiguity and returned as per the instructions provided and by the deadline indicated.

All Tenders are to be submitted in the English Language.

Bidders not currently operating in the UK should, when answering each of the questions, substitute where relevant the appropriate legislation/Codes of Practice, appropriate professional, commercial or other register applicable within their domestic jurisdiction.

We may require you to provide additional documents to support your application. The process is designed to make this as simple as possible and provides guidance as to the type of information that we require.

Additional documents must be attached to the **relevant question to which they relate**.

Please be aware that during the evaluation process, questions are evaluated by different sections within Merseytravel on behalf of The LCRCA and the evaluators will only have access to their allocated questions and will not be able to see documents attached elsewhere. If they are attached elsewhere they may not be considered in the score.

Please **do not** include general marketing or promotional material for your organisation, either as answers for any of the questions or for any other reason.

Several questions require a Yes/No response using the boxes provided. Unless otherwise stated, additional written responses to these questions are not required.

Please answer every question. If the question does not apply to you please write N/A. If you do not know the answer please write N/K. If for any reason you fail to answer a question as requested, or do not provide the relevant information as directed, then that element of your submission will not be scored. If you fail to complete this ITT in full you may be disqualified from consideration. Please note that if there is no answer for each mandatory question, the system will not allow you to submit which may delay your submission.

Assessment of supplier responses is made solely on the information that you provide in this invitation to tender. Even if your organisation has worked with Merseytravel on behalf of The LCRCA before, please do not assume that we know everything about your organisation. **You should approach your submission as if Merseytravel on behalf of The LCRCA knows nothing about your organisation and provide full details to the questions asked.**

You must complete the Price Submission in the format specified. All the prices quoted should be in sterling and exclude VAT (which will be paid in addition to the Tender price where appropriate). To reduce the need for further clarification:

• do not leave fields blank - if there is no charge for a specific item enter zero

• if a specific unit price is requested please do not insert your own

• prices should be submitted to 2 decimal places and formulae should not be included.

• clearly detail any additional charges not specified on the template

• ensure that you follow any additional instructions on the price submission document

Your tender should remain open for acceptance for a period of **120days**. A tender valid for a shorter period may be rejected.

If you encounter any technical problems associated with the ITT, please

log issues via [ProcontractSuppliers@proactis.com](mailto:ProcontractSuppliers@proactis.com) or go directly to <http://proactis.kayako.com/default>. For critical and Time-sensitive issues (normally requiring resolution within 60 minutes) then please call 0330 005 0352. Supplier help guides are also available on “The Chest” from [www.the-chest.org.uk](http://www.the-chest.org.uk).

You must ensure that you upload and submit all your documentation to The Chest on time.  You need to bear in mind that fluctuations in connectivity or uploading larger documents can mean that the process takes longer than you may have anticipated.  Any bids not uploaded and submitted to The Chest in accordance with our requirements, or submitted incomplete by the stated deadline time and date will be disqualified. It is your responsibility to meet the ITT deadlines.

If you feel that any technical issue you are experiencing may result in a late submission please make contact with us via “The Chest” so that we may consider granting an extension to the ITT.  Failure to do so will result in your tender being disqualified.

Please note that all submissions remain sealed until after the specified deadline has passed.  Staff are therefore unable to view any submission until it has been released by an authorised officer.

The ITT includes a Declaration section where tenderers are agreeing to a number of statements. Please note: **The submission of the tenderer’s response via ‘The Chest’ is considered to be an electronic signature and that the designated person submitting the tender has the authorisation to do so.**

Merseytravel on behalf of The LCRCA reserves the right to reject or disqualify a submission if there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

**SCORING MECHANISM:**

**Gateway Questions:**

The ITT contains a number of gateway questions.

**These questions are essential criteria and are either Pass/Fail – suppliers failing any of these questions will not have their submission considered further.**

Please refer to the “Supplier Help” field of each question which will indicate whether the question is a Pass/Fail question.

Please note there are two types of pass/fail questions as follows:-

• Automatic – whereby the system will automatically mark the submission

• Manual – the additional information provided by you will be used to evaluate whether the question is marked pass or fail.

**Scored Questions**:

The scoring mechanism for scored questions is detailed in the quality criteria document.

**EVALUATION**:

When awarding this contract, Merseytravel on behalf of The LCRCA reserves the right not to accept the lowest price tender, but the most economically advantageous tender taking into consideration the award criteria specified.

Your response to the quality questions, pricing information, and any other related information requested by Merseytravel on behalf of The LCRCA will be evaluated as follows:-

**Price 30%**

**Quality 70% – breakdown as below:**

Technical Questions (50% of overall quality mark)

Please refer to the **Case Management Quality Criteria Document** for full details of the questions.

Demonstration (50% of overall quality mark)

Up to the top four bids, based on the answers to the written questions will be asked to demonstrate their system to the evaluators. This will hopefully take place via a Microsoft Teams meeting week commencing 26 October 2020 or as soon as possible thereafter. Bidders will be given one hour each for the demonstration.

Whilst the evaluators may ask the bidder to clarify a point or to go over something, they have mentioned there will be no formal questioning and it will be the responsibility of the bidder to show the system off to its full potential.

We will be looking to see that the system really does perform in the way it has been explained in the written answers paying particular attention to the essential criteria, the user friendliness and the ability to customise.

The demonstration will be given a score out of 10 using the scoring matrix at the bottom of this document.

**There are two separate sections which make up the ITT:**

**“Quality Section” and “Price Section”. To assist with the evaluation, please DO NOT include any information relating to price in the Quality Section.**

**Price:**

The lowest price submitted will score 100%. All other prices will be expressed as a proportion of the highest score. See example below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Bidder** | **A** | **B** | **C** |
| Total annual price | £50,000 | £60,000 | £65,000 |
| Price % ratio | 100% | 83.33% | 76.92% |

A price model may be used to evaluate the price to enable a like for like comparison.

**TERMS AND CONDITIONS:**

**Please do not insert your own conditions of contract. The Conditions of Contract attached to the ITT will be the only conditions applicable. Any variation from these or any unauthorised alterations or additions to the Tender documents may invalidate the Tender and result in disqualification.**

Except insofar as may be directed in writing by Merseytravel on behalf of The LCRCA, no agent or servant in their employ has any authority to make any representation or explanation to tenderers as to the meaning of this ITT or other documents or to any other matter so as to bind Merseytravel on behalf of The LCRCA.

Any alleged inadequacy or ambiguity in the descriptions, specifications or other matters contained in this Invitation to Tender must be brought to the notice of Merseytravel on behalf of The LCRCA before submission of the tender as no claim will be entertained in this connection after the submission of the tender, it being assumed that in pricing the Works, Goods or Service, the tenderer was fully aware of the requirements.

Exclusions – if the tenderer cannot tender for any part of the opportunity then they must inform Merseytravel on behalf of The LCRCA as soon as possible defining the relevant Part(s) and stating the reasons for their inability to tender.

Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their tender and all other stages of the selection and evaluation process. Under no circumstances will Merseytravel on behalf of The LCRCA, or any of their advisers, be liable for any costs or expenses borne by tenderers, sub-contractors, suppliers or advisers in this process.

Merseytravel on behalf of The LCRCA may at its own absolute discretion, extend the closing date and the time for receipt of tenders. Any extension granted will apply to all tenderers.

Unless already taken up at an earlier stage in the procurement process and after the receipt of tenders, Merseytravel on behalf of The LCRCA may visit at least one customer reference site of the tenderer and may seek written references from any other designated customers which are not visited.

If any tenderer without proper reason, withdraws a tender, or refuses to sign or execute a formal contract after its tender has been accepted, then the tenderer may be disqualified from tendering for opportunities with Merseytravel on behalf of The LCRCA for a period of up to three years thereafter unless in the meantime, Merseytravel on behalf of The LCRCA determines otherwise.

Whilst it is Merseytravel on behalf of The LCRCA’s intention to purchase the majority of its Works, Goods or Services under this agreement from the provider appointed, this does not confer any exclusivity on the appointed provider. Merseytravel on behalf of The LCRCA reserve the right to purchase any goods or services (including those similar to the services covered by this procurement) from any provider outside of this agreement.

Tenderers shall treat the details of the Tender documents as private and confidential.

**CONTRACT AWARD:**

Merseytravel on behalf of The LCRCA will inform all tenderers via the “The Chest”of any intention to award a contract.

All unsuccessful tenderers will be notified via “The Chest” of the outcome of the evaluation exercise.

Following the conclusion of the procurement process, all unsuccessful tenderers will be afforded the opportunity of a debriefing. Unsuccessful tenderers should notify Merseytravel on behalf of The LCRCA in writing that they wish to be debriefed. Merseytravel on behalf of The LCRCA will formally debrief the unsuccessful tenderer in writing via the discussions page on the chest within 15 days of receiving such a request.

**REJECTION AND DISQUALIFICATION:**

Tenderers will be disqualified in the following circumstances:

• fixes or adjusts the amount of its tender by, or in accordance with, any agreement or arrangement with any other party; or

• communicates to any party other than Merseytravel on behalf of The LCRCA the amount, or approximate amount of its proposed Tender, or information which would enable the amount, or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

• enters into any agreement or arrangement with any other party, that such other party shall refrain from submitting a Tender; or

• enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

• offers, or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omission shall (without prejudice to any other civil remedies available to Merseytravel on behalf of The LCRCA and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

Merseytravel on behalf of The LCRCA reserves the right to reject or disqualify a Tenderer where:

• the Tenderer fails to comply fully with the requirements of this Invitation to Tender or makes a serious misrepresentation in supplying any information required in this document; or expression of interest; and/or

• there is a change in identity, control, financial standing or other factor impacting on the evaluation process affecting the Tenderer.

Merseytravel on behalf of The LCRCA reserves the right to:

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

• Require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being included in the evaluation process).

**FREEDOM OF INFORMATION:**

Tenderers should note that the Freedom of Information Act 2000 is effective from 1 January 2005. Merseytravel on behalf of The LCRCA is a body governed by public law within the terms of the Act. The general presumption is in favour of disclosing information when receiving a valid request. There are exemptions for disclosure, which Merseytravel on behalf of The LCRCA will consider when receiving a request. If a request for information is received from a third party in respect of any information provided by you as part of this tender submission then Merseytravel on behalf of The LCRCA will endeavour to consult with you in respect of such disclosure.

If you consider that any part of your Tender submission contains trade secrets or is “commercially sensitive” then you should indicate the same at the time of your Tender submission. However, the decision as to whether information is a trade secret or commercially sensitive and whether Merseytravel on behalf of The LCRCA is under an obligation to disclose the same under the Freedom of Information Act 2000 will be a matter for Merseytravel on behalf of The LCRCA to determine in accordance with the provision of the Act.

**PUBLICATION OF DATA:**

Merseytravel on behalf of The LCRCA reserves the right to publish any spend information over £500 or any other information in line with Central Government requirements.

**What happens next?**

The questions in this Open Tender are designed to give Merseytravel on behalf of The LCRCA all of the information needed to assess our requirement in terms of:-

• Supplier Information

• Grounds for Mandatory Exclusion

• Grounds for Discretionary exclusion

• Economic & Financial Standing

• Technical & Professional Ability

• Insurance

• Compliance with Equality Legislation

• Environmental Management

• Health & Safety

• Quality Submission

• Price Submission

• Declaration