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**Invitation to Tender Part 1 - Instructions**

Title: **Participatory Democracy**

Reference: **DN676053**

Tender return deadline: **12 noon, 11November 2021**

You are invited to submit a tender for the above contract and the following documents are available on the ProContract system to enable you to submit your tender electronically.

* **Invitation to Tender Part 1 –Instructions (this document, for reference)**
* Invitation to Tender Part 2 - Terms and Conditions (for reference)
* Invitation to Tender Part 3 – Specification (for reference)
* Invitation to Tender Part4 – Tender Submission (to be returned)

Please note hard copy submissions will not be accepted. Tenders shall remain open for acceptance for a minimum of (**90**) days.

Any queries must be raised via ProContract at least **10** days prior to the deadline for submission of Tenders.

The Authority reserves the right to accept or reject any part of any Tender.

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# Contract Details

* 1. The estimated value of the contract, including any extension period(s) is £25,000.
  2. The Authority anticipates that the contract will start Nov 2021 and end March 2022.

# Introduction and General Instructions

* 1. This invitation to tender (ITT) is published by the South Yorkshire Mayoral Combined Authority (the Authority). Further information about the Authority can be found on our website at <https://sheffieldcityregion.org.uk/>
  2. If you have any queries or would like to request further information, please use the messaging facility on ProContract to submit your request.
  3. Information supplied by the Authority is supplied for general guidance only. Tenderers must satisfy themselves by their own investigations as to the accuracy of such information and no responsibility is accepted by the Authority for any loss or damage arising from the use of such information.
  4. If you require any additional information for the preparation of your tender this shall be at your own expense and the Authority shall not be responsible for any expenses that you may incur in any aspect of the procurement process.
  5. This Invitation to Tender does not constitute an offer and the Authority has the right to accept or reject any tender in whole or in part and does not have to accept any particular tender.
  6. The Authority reserves the right to terminate, suspend, amend or vary (to include any timescales or deadlines) this tender process by notice to all Tenderers in writing. Under no circumstances shall the Authority, its staff, agents, members or advisors incur any liability whatsoever in respect of such matters.
  7. Nothing within this invitation to tender or any related correspondence is intended by the Authority to guarantee any quantity or value of the contract between the Authority and the successful Tenderer.
  8. It is the individual Tenderer’s responsibility to ensure that all the tender documents have been received and are complete in all respects.
  9. It is important that you read the documents carefully. The contract will be based on the Specification and the Authority’s Terms and Conditions, combined with the successful Tender submission. If you have any queries regarding the Specification or the Terms and Conditions these must be raised prior to submitting your Tender. Post tender negotiations will not be permitted.

# CLARIFICATION & AMENDMENT TO TENDER DOCUMENTS

* 1. No material changes, alterations or amendments will be allowed to any part of the tender documents unless agreed by the Authority.
  2. If however, a Tenderer has a specific issue with any part of the tender documents they should explain the nature of the problem and propose a reasonable alternative prior to the deadline for clarification questions. The Authority does not bind itself to accept any proposed amendments but will consider any reasonable suggestions.
  3. Any suggestions, questions or requests for clarification must be made electronically through the ProContract system and must be received no later than ten (10) working days before the tender return date and time.
  4. Responses to queries will be provided via ProContract and made available to all tenderers, except answers which are commercially confidential. If you do not want the answer to your question to be copied to all tenderers, you must clearly mark your question ‘in confidence’ and provide reasons for the request for non-disclosure. We will decide, at our discretion, whether the question is confidential. If we do not consider the question to be confidential, we will offer you the option of withdrawing the question.
  5. Where the Authority agrees that a suggested amendment to the original tender documents is appropriate any such amendment will be notified to all prospective Tenderers and an extension of the closing date may at the sole discretion of the Authority be given. Tenderers must take full account of any such amendments in the preparation of their tender.
  6. The Authority will not consider any claims for extra work, variations or adjustments in consequence of any misunderstanding or error on the part of the tenderer.
  7. Any amendment which if accepted would result in (a) transfer of risk; (b) change to the overall financial position; or (c) any other commercial impact may not be accepted.
  8. Tenderers should be aware that the Authority cannot accept any amendment to either the insurance, limitation of liability provision or anything that would result in a material change to the Authority’s requirements.
  9. Tenderers should also note that any tender response, which merely replaces the Authority’s agreement with an alternative agreement, will not be acceptable and the Authority reserves the right to view such an action as a non-compliant bid and exclude the Tenderer from the procurement process.

# Tender Preparation Guidance

* 1. The submission must be completed in English.
  2. All prices must be in Sterling (exclusive of VAT).
  3. All prices quoted should be inclusive of travel and subsistence and exclusive of VAT.
  4. Only documentation specifically requested should be submitted. Any additional documentation received from tenderers will not be considered by the evaluation panel.
  5. You must not make unauthorised alterations or additions to any of the Authority’s documents.
  6. Tenders must not be qualified or accompanied by statements that might render the tender ambiguous or place it on a different basis to other tenders. Only unqualified tenders shall be considered. The Authority’s decision as to whether or not a tender is acceptable will be final.
  7. Tenderers must ensure all documents are completed and note the specified word count for each question. Failure to comply with these instructions may result in your tender being treated as non-compliant and eliminated from the process.
  8. Tenderers must complete and return all documents in the format that has been supplied, specifically Excel documents must not be converted into a PDF document. The tender submission must be compatible with Microsoft Office 365 or a lower version.
  9. If you no longer want to take part in the tender process please notify the Authority via ProContract by using the ‘Opt Out’ & ‘Opt Out All Communication’ function. If you have already uploaded documents to ProContract it is recommended that these are removed before declining to tender.

# Tender Submission

* 1. You must submit Invitation to Tender Part 4 (Tender Submission) via <https://procontract.due-north.com/SupplierPostLoginHome> by or before the tender deadline stated.
  2. Hard copy submissions will not be accepted
  3. Late submissions will not be accepted.
  4. Electronic signatures are not required where tender bids are returned electronically. You should type the authorised director/signatory’s name in the signature area.
  5. It is important to allow enough time to send the Authority your electronic tender document(s). Please check your username and password before returning the document and allow sufficient time for any problems with your security username and password to be resolved before you attempt to submit your tender.
  6. Please Note; the time taken to upload documents may be affected by your connection speed and demand on the internet, therefore you are advised to allow sufficient time to upload your tender submission as no extension to the deadline shall be permitted and you will not be able to upload documents after the deadline.
  7. For each document you return using ProContract you will be provided with a receipt number. This is your evidence that your document was lodged successfully.
  8. A tender may be rejected should the tender not be compliant with the instructions. These instructions are intended to make sure that all tenders are given equal and fair consideration.

# Variant Tenders

* 1. Variant tenders will not be accepted. A tender must be submitted on the basis of the tender instructions, specification, financial information, and contract terms and conditions.
  2. Variant tenders will be disqualified and will not be evaluated.

# Consortium and Subcontracting

* 1. Tender submissions from a consortium should be prepared and submitted by one organisation acting on behalf of the consortium. The Authority will treat this organisation as the consortium’s lead organisation for both contact and formal contractual purposes. However, relevant information relating to the delivery of the contract should also be provided (where indicated) in respect of the consortium members or sub-Suppliers if they will play a significant role.
  2. The Authority will enter into a contract with the lead organisation. It is therefore essential that contracts or service level agreements are in place between the lead organisation and other members of the consortium/supply chain.
  3. The lead organisation must satisfy themselves, and shall be responsible for ensuring that the other organisations making up the consortium/supply chain:
* Have the relevant technical expertise to carry out the contract;
* Holds any appropriate accreditations as referenced in the tender;
* Are of a sound financial standing;
* Have the relevant Health and Safety, Equality, Environmental and Quality Assurance policies and procedures in place; and
* Have adequate insurance limits. These insurance limits need to be equal to those required from the prime (lead) organisation.
  1. Within the tender response, reference should be made to the above information (where appropriate) to enable the Authority to assess the overall supply base that will be delivering the requirements detailed in the tender.

# Procurement timetable

|  |  |
| --- | --- |
| The intended timetable for this procurement is: | |
| **Stage in Procurement Process** | **Date** |
| Suppliers invited to Tender | **14/10/2021** |
| Deadline for clarification questions | **02/11/2021** |
| Deadline for submission of Tender | **11/11/2021** |
| Evaluation to be completed by | **w/c 22/11/2021** |
| Decision Communicated to Tenderers | **w/c 22/11/2021** |
| Anticipated contract start date | **Nov/Dec 2021** |
| Anticipated contract end date | **March 2022** |
| **Please note:** the Authority reserves the right to cancel the Tender process at any point and is not liable for any costs incurred. | |

# Evaluation Process

* 1. Do not assume members of the evaluation panel will have prior knowledge or experience of the work you undertake, indeed if they do this will not be taken into consideration.
  2. The Authority reserves the right to request additional information if it considers, in its sole discretion, that such information is necessary in order to fully understand and properly evaluate the tender submission.
  3. If at any time during the evaluation process, the Authority discovers that any information submitted by a bidder is or appears to be incomplete, erroneous, or missing, the Authority may (but shall not be obliged to) ask you to submit, supplement, clarify or complete the relevant information or documentation.
  4. Such requests must be responded to within 24 hours (not including non-business days) and if the Authority decides to make such a request it shall do so on a fair basis to all bidders so that every bidder will be given the opportunity, where appropriate, to re-submit the information or documentation requested.
  5. During the course of the evaluation process, Tenderers shall be required to make key personnel available who shall be authorised to respond to all matters relating to the tender submission, and respond within 24 hours of receipt of a written query. Tenderers should ensure that the appropriate person is selected as the main point of contact on ProContract as all correspondence will be sent electronically via ProContract to this person.
  6. The evaluation process to be applied to this Tender exercise shall be:

Quality and price evaluation - Tenders will be assessed on the basis of the most economically advantageous Tender with a quality / price split of 80% quality / 20% price.

* 1. The evaluation process will include the following steps.

1. Step 1 - Evaluation of Quality Criteria.
   1. Tenderers are required to submit responses to the Quality Questions. Your response to the Quality Questions should set out how you will meet the relevant requirements of the Specification and your response will form part of the contract.
   2. Tender submissions must not exceed the word count limit specified for each quality criteria. Do not answer questions by referring to other quality responses or documents as these will not be evaluated. You should be aware that any text that exceeds the page limit will be removed from the submission and will not be scored by the evaluation panel.
   3. If more than one organisation will be relied upon to deliver meet the requirements of the contract (for example, through a consortia arrangement), full details should be provided of how those arrangements will operate.
   4. The maximum percentage available for quality is 80%.
   5. Note that failure to achieve 50% of the available points for any one quality criterion may bar a tender from further consideration. Additionally, tenders must achieve an aggregate quality point score of 68% to be considered.
   6. The quality criteria are weighted as illustrated in the table below.

|  |  |
| --- | --- |
| **Question No** | **Weighted** |
| 1 | 35% |
| 2 | 30% |
| 3 | 20% |
| 4 | 15% |

* 1. Any Tender that fails to meet the individual quality thresholds shall be eliminated from the procurement process and not evaluated further.
  2. Scores for quality will be allocated by the evaluation team using the model illustrated below.

|  |  |  |
| --- | --- | --- |
| **Score** | **Score Standards** | **Assessment** |
| 5 | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills and resource and/or quality measures required to meet the requirements of the contract. Full evidence provided where required supporting the response. |
| 4 | Good | A good demonstration of the relevant ability, understanding, experience, skills, and resource and/or quality measures required to meet the requirements of the contract. A small number of omissions of minor importance are contained within the evidence that has been provided to support the response. |
| 3 | Acceptable | An adequate demonstration of the relevant ability, understanding, experience, skills, resource, and / or quality measures required to meet the requirements of the contract. The evidence that has been provided to support the response is lacking in detail and contains a number of omissions of minor importance. |
| 2 | Poor | Some minor reservations of the relevant ability, understanding, experience, skills, resource, and / or quality measures required to meet the requirements of the contract. The evidence that has been provided to support the response is lacking detail in at least one key area. |
| 1 | Very Poor | Considerable reservations of the relevant ability, understanding, experience, skills, resource, and/or quality measures required to meet the requirements of the contract. The information that has been provided to support the response is lacking evidence in one or more key areas. |
| 0 | Unacceptable | An explanation is not provided and/or does not relate to the question asked. |

1. Step 2 - Evaluation of Price
   1. The maximum percentage available for price is 20%.
   2. Price will only be evaluated where tender submissions have met the required quality thresholds following the evaluation of the written quality responses.
   3. All prices, costs or rates must be quoted in British currency to 2 decimal places (i.e. whole pence).
   4. All prices quoted must be inclusive of travel and subsistence and exclusive of VAT.
   5. The Tender with the lowest total price will achieve the highest score available. All other Tenders will receive a reduced score in proportion to how much more expensive that Tender is. An example is provided below:
      1. If a maximum of 50 percentage is available for price and the lowest Tender is £100k, that submission receives the full 50 percentage. If another Tender is £110k (10% more expensive), 10% (five percentage) will be deducted from the maximum percentage available. If another Tender is £200k (100% more expensive), 100% will be deducted from the maximum percentage available as illustrated below.

|  |  |
| --- | --- |
| Tendered Price | Price Percentage Awarded |
| Tender 1 - £200,000 | 50 percentage |
| Tender 2 - £220,000 | 45 percentage |
| Tender 3 - £400,000 | 0 percentage |

* 1. Tenderers should be aware that in evaluating costs, the Authority will consider the credibility of the price submitted for the goods, works or services being procured. If officers believe the cost is abnormally low (e.g. unrealistically low prices for goods/works or resource commitments etc), the Authority will seek clarification from the Tenderer to understand further the basis of the price submitted. If the response is not satisfactory the Tender may be eliminated from the procurement process and not evaluated further. Tenderers should note that prices cannot be altered after final Tenders have been submitted.

1. Award Process
   1. All Tenderers will be notified simultaneously of the decision made by the Authority.
   2. Tenderers must not undertake work until written notification, that they have been awarded the contract and are required to start work, has been received.
   3. Acceptance of the tender by the Authority shall be in writing and shall be communicated to the successful Tenderer. Upon such acceptance, the Contract shall be thereby constituted and become binding on both parties (subject to formalities detailed within the letter) and, notwithstanding that, the Tenderer shall upon request of the Authority execute a formal contract in the form contained in the contract documents.
2. Freedom of Information Act 2000 (FoIA)
   1. The Authority must follow the rules laid down in the Freedom of Information Act 2000. This Act gives anyone the right to ask for information held by the Authority (including tenders received).
   2. If the Authority does not consider it suitable to issue information, it can apply one or more of the exclusions under the Freedom of Information Act. Exclusions that are more likely to apply to contracts and the tendering process are those related to a company’s ‘commercial interests’ and ‘confidentiality’.
   3. The ‘confidentiality’ exclusions can only be used where there is a chance of legal challenge being taken against the Authority for breaking the company’s confidence.
   4. If you consider that any of the information provided to the Authority should be excluded from disclosure under the Freedom of Information Act, you must complete the exclusions schedule as part of the tender process, indicating the sections of your tender you consider should be excluded, the clause to be applied and your reason why. This exempt information will then be held separately as Reserved Information. Information that is agreed by the Authority to be Reserved Information will be contained in a separate schedule to the Contract.
   5. The exclusions schedule that should be completed can be found in Tender Document Part 4 Declarations.
   6. Tenderers should be aware that requests for information under the Freedom of Information Act are considered individually and that the decision as to whether requested information would be disclosed lies solely with the Authority.
3. Confidentiality, Canvassing and Collusion
   1. The tender documentation received shall be treated as private and confidential.
   2. Tenderers shall not disclose that they intend to submit a bid, or discuss the bid that they intend to make, or canvass for its acceptance other than with professional advisors who need to be consulted or any sub-Suppliers as appropriate. In particular bids shall not be canvassed or discussed with any other Tenderer or member or officer of the Authority.
   3. Tenderers shall not at any time release any information concerning the Invitation to Tender or its documentation to the media.
   4. Tenderers shall not enter into any inappropriate agreement with third party fixing or disclosing prices, agreeing to refrain from tendering or offering inducement.
   5. Tenderers shall not commit any offence under the Prevention of Corruption Acts 1880 to 1916 or give any fee or reward, the receipt of which is an offence under Section 117 of the Local Government Act 1972.
   6. If a Tenderer does not observe all confidentiality terms the Authority will reject the tender and may decide not to invite the Tenderer to tender for future work.
   7. The Authority’s rejection of a tender will not prevent it from exercising appropriate civil remedies against a Tenderer nor will it prevent criminal proceedings by the appropriate authorities.
4. TENDERER’S INDIVIDUAL WARRANTIES

In submitting, Tenderers warrant, represent and undertakes to the Authority that:

* 1. All information, representations and other matters of fact are communicated (whether in writing or otherwise) to the Authority by the Tenderer, its staff or agents in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of submission of the tender;
  2. It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the tender and that it has not submitted the tender and will not be entering into the Contract (if the same be awarded to the Tenderer by the Authority) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Authority;
  3. It has the power and authority to enter into the Contract and perform the obligations specified in the Contract documents and will if requested, produce evidence of such to the Authority;
  4. It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to perform the obligations specified in the Contract documents; and
  5. It will not at any time during its appointment under the Contract or at any time thereafter claim or seek to ensure for the purposes of this Contract any lien, charge or other encumbrance over property of whatever nature owned or controlled by the Authority and which is at the time being in possession of the Tenderer.