**[MINISTRY OF JUSTICE / NAME OF PARTICIPATING BODY]**

|  |
| --- |
| **PROBATION SERVICES DYNAMIC FRAMEWORK**  **CALL-OFF COMPETITION Invitation to tender FOR [ insert framework                 ]** |

**CONTENTS**

1 INTRODUCTION 3

2 INDICATIVE CALL-OFF COMPETITION TIMETABLE 4

3 THE CALL-OFF COMPETITION PROCESS 5

4 OVERVIEW OF APPROACH TO EVALUATION 6

5 RULES ON [TENDER RESPONSE SUBMISSIONS] 11

6 GENERAL INFORMATION 13

7 GENERAL TERMS AND CONDITIONS 14

APPENDIX 1 - GLOSSARY 22

APPENDIX 2 - FURTHER QUALIFICATION QUESTIONNAIRE AND EVALUATION METHODOLOGY 24

APPENDIX 3 - ITT QUESTIONNAIRE AND EVALUATION METHODOLOGY 25

APPENDIX 4 - FEE PROPOSAL 29

APPENDIX 5 - CONFLICT OF INTEREST DECLARATION 30

APPENDIX 6 - FORM OF TENDER 31

APPENDIX 7- FORM OF BAFO INVITATION 34

1. Introduction
   1. The [Ministry of Justice (MoJ) on behalf of the Secretary of State for Justice] [name of the Participating Body] (the "Authority") is issuing this Call-Off Invitation to Tender ("Call-Off ITT") to all Providers admitted to the Dynamic Framework Agreement (the "Framework Agreement") under [Insert Framework Services Category] within [Insert Geographical Location].
   2. The Authority is conducting this Call-Off Competition under the [One Stage Procurement Route / Two Stage Procurement Route / Four Stage Procurement Route] in accordance with Schedule 5 (Call-Off Procedure) of the Framework Agreement. The Authority shall conduct this Call-Off Competition in accordance with the rules of the "Light Touch Regime" (LTR) as set out in the Regulations. This ITT is issued to Providers who have been successful in one or more of the Framework Service Categories covered by this Call-Off ITT at the selection stage of the procurement of the Framework Agreement, and have indicated that they can or would be able to provide Services in the Geographical Location(s) covered by this Call-Off ITT.
   3. Should Providers wish to raise any clarifications in relation to this Call-Off Competition, they must follow the process outlined at paragraph 7.8 below. All capitalised terms used within this document shall have the meanings ascribed to them in Schedule 1 (Definitions) of the Framework Agreement, unless otherwise stated in this Call-Off ITT.
   4. The Authority intends to award a Call-Off Contract to the Provider who is identified to have submitted the most economically advantageous tender in accordance with the requirements of the Call-Off Competition.
   5. **Please see Paragraphs 1.17 to 1.21 below and ensure that you are able to participate in this Call-Off Competition before you complete your Call-Off ITT response, noting the timetable requirements of this Call-Off Competition**.
   6. **Background**
   7. The Ministry of Justice, acting on behalf of the Secretary of State for Justice advertised the Dynamic Framework in June 2020, for the ongoing appointment of Providers to deliver Rehabilitation and Resettlement services (the "**Services**") to meet Service Users' needs. Further detail is provided in the Invitation to Participate Part A document.
   8. [**Drafting Note: This section is to provide some context to Providers. The relevant Participating Body that is the "Authority" under this Call-Off ITT should add in any relevant background information about itself, plus any relevant background to this requirement, noting that the section below will set out some detail on the call-off opportunity itself**.]
   9. The Opportunity
   10. This Call-Off Competition covers [**Drafting Note: Authority to insert the relevant information on Service Categories /combination of Service Categories**] in the following Geographical Locations [**Authority to insert the relevant information, which can be set out here or in an Annex if more appropriate and cross referred to**]
   11. The Services are set out in more detail in Schedule 2.1 (Service Description) of the Draft Call-Off Contract issued with this Call-Off ITT and the Provider should familiarise itself with these in responding to this Call-Off ITT. [**Drafting Note: Relevant Participating Body ensure sufficient detail is provided in Schedule 2.1 of the Draft Call-Off Contract so as to allow for a supplier on the DF to make a decision as to whether to bid**.]
   12. **Purpose of this Call-Off ITT**
   13. This Call-Off ITT sets out the process the Authority will follow to conduct the Call-Off Competition together with the award criteria which will apply to the assessment of [the Further Qualification Response and/or] the Tender Response.
   14. This Call-Off ITT provides details on how to submit your [Further Qualification Response [and]] Tender Response [and BAFO]. The [Tender Response/BAFO] is the Provider's solution on which they will be evaluated and the basis upon which the Authority will identify the Preferred Provider.
   15. [This Call-Off ITT should be read in conjunction with the Framework Agreement and the Draft Call-Off Contract (which comprises the Call-Off Order Form and relevant accompanying Schedules) [and [**Authority to insert any relevant documentation**]].
   16. The form of agreement to be awarded as a result of this Call-Off Competition will be a Call-Off Contract as defined in the Framework Agreement.
   17. **Important note on bidding**
   18. Providers can respond to this Call-Off ITT where they have qualified onto the Framework Agreement under the Service Categories relevant to this Call-Off Competition, and have indicated that they can provide Services in the applicable Geographical Location(s).
   19. In relation to multi-Service Category Call-Off Competitions, where a group of Providers is a party to the Framework Agreement as an SPV, and the SPV is qualified (and able to provide all of the Service Categories in the applicable Geographical Location(s)), the SPV can respond to this Call-Off ITT without further SQ retesting, subject to Paragraph 4.2 below.
   20. Where a Provider wishes to rely on a Key Sub-contractor to provide the Services, and the Key Sub-contractor has already qualified onto the Framework Agreement, or the Provider has already qualified onto the Framework Agreement in reliance on the Key Sub-contractor, the Provider can name the Key Sub-contractor on its Call-Off ITT response, and complete the Call-Off ITT response as necessary without further SQ retesting, subject to Paragraph 4.2 below. Such Key Sub-contractor would be listed for those Service Categories within Schedule 4.3 (Call-Off Notified Key Sub-contractors) in the Call-Off Contract, and be subject to the restrictions on changing such Key Sub-contractor in accordance with the terms and conditions.
   21. Providers must also note the rules on multiple Tenders and conflicts of interest, set out at Paragraph 7.3 below.
2. Indicative CALL-OFF COMPETITION TIMETABLE
   1. This Call-Off Competition will follow a clear, structured and transparent process to ensure equal treatment of all Providers. At present, it is currently envisaged that the Call-Off Competition will be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue Call-Off ITT via the eSourcing System |  |
| Deadline for receipt of queries/clarifications from Providers |  |
| **Deadline for receipt of [Qualification Responses and] Tender Responses** |  |
| [Notification of shortlisted Providers] |  |
| [Clarification Meetings] |  |
| [Publish BAFO Invitation] |  |
| [Deadline for Providers to submit clarification questions on the BAFO] |  |
| Deadline for receipt of BAFO] |  |
| Notification of Preferred Provider |  |
| [End of standstill period if used] |  |
| [Contract] start date |  |
| [Implementation period (if any)] |  |

* 1. The above timetable is approximate only and may be subject to change at the discretion of the Authority. Any revisions to the timetable (if required) throughout the remaining stages of the process will be communicated to Providers as soon as reasonably possible.
  2. The Authority requires [Further Qualification Responses and] Tender Responses to be uploaded to the eSourcing System by no later than [                    ] (the "**Tender Response Deadline**"). However, the Authority reserves the right to change the Tender Response Deadline at its absolute discretion.

1. THE CALL-OFF COMPETITION PROCESS
   1. **Outline of Call-Off Competition and Procurement Route** 
      1. If One Stage Procurement Route: [The purpose of this document is to set out the objectives and arrangements concerning the Tender Response stage of this procurement. During this stage, Providers will be asked to submit their Tender Response which will be formally evaluated and moderated by the Authority in accordance with the process set out in this Call-Off ITT. Thereafter, Providers will be notified of the outcome of the Call-Off Competition [and the Authority will observe a standstill period of at least ten (10) calendar days as envisaged in the timetable provided in paragraph 2.1 above prior to entering into the Call-Off Contract with the Preferred Provider.]. [**Drafting Note: standstill period is optional. If you wish to use a standstill period then your award decision notification to Providers must contain feedback on tenders when informing Providers about the standstill rules**]
      2. If Two or Four Stage Procurement Route: [**Drafting Note: If the Four Stage Procurement Route is the most appropriate, MOJ or the Participating Body shall be required to justify that decision, and seek approval of the Authority as framework administrator as appropriate prior to proceeding.**] [The purpose of this document is to set out the objectives and arrangements concerning the Further Qualification and Tender Response Stages of this Call-Off Competition. The Further Qualification and Tender Response shall be submitted concurrently by the Supplier. Upon receipt of the Further Qualification and the Tender Response the Authority or relevant Participating Body shall evaluate the response to the Further Qualification and if the Supplier passes this step then the Authority shall evaluate the response to the Tender Response. For the avoidance of doubt, the Authority shall be under no obligation to evaluate the Supplier's response to the Tender Response or provide any feedback in relation to the same if the Supplier fails to pass the Further Qualification stage.
      3. If Two Stage Procurement Route: [Thereafter, Providers will be notified of the outcome of the Call-Off Competition [and the Authority will observe a standstill period of at least ten (10) calendar days as envisaged in the timetable provided in paragraph below prior to entering into the Call-Off Contract with the Preferred Provider.][**Drafting Note: the standstill period is optional. If you wish to use a standstill period then your award decision notification to Providers must contain feedback on tenders when informing Providers about the standstill rules**]
      4. If Four Stage Procurement Route: [Thereafter, the Authority shall invite the top [five (5) [Authority can opt for a minimum of 3] Providers (provided that those Providers meet the minimum threshold detailed in Appendix 2 of this Call-Off ITT) to a series of clarification meetings. The Clarification Meetings shall be used by the Authority to clarify the Provider's Tender Response and to give the Provider feedback on its Tender Response, ensuring that the Provider has an opportunity to improve its Tender Response at BAFO Stage.]
      5. If Four Stage Procurement Route: [The areas of discussion will be fixed by the Authority (and will not to be used to discuss any other areas of technical or non-technical requirements other than those which are stated) and will not to be used to negotiate aspects of the Draft Call-Off Contract. The Authority will identify the areas for discussion prior to the Clarification Meetings.]
      6. If Four Stage Procurement Route: [The Clarification Meetings will not be evaluated or scored, and therefore, all Providers invited to will also be invited to proceed to the BAFO Stage. The content of the Clarification Meetings will be confirmed closer to the time, and may involve feedback on Initial Tenders. In the event that Provider queries arise during those meetings, the Authority will share responses more widely where appropriate.]
      7. If Four Stage Procurement Route [Following closure of the Clarification Stage by the Authority, the Providers who participated in the Clarification Stage shall be invited to submit a Best and Final Offer ("BAFO"). The BAFO shall be evaluated and moderated on the same basis as the Tender Response.]
      8. If Four Stage Procurement Route [Thereafter, Providers will be notified of the outcome of the Call-Off Competition [and the Authority will observe a standstill period of at least ten (10) calendar days as envisaged in the timetable provided in paragraph above prior to entering into the Call-Off Contract with the Preferred Provider.]][**Drafting Note: the standstill period is optional. If you wish to use a standstill period then your award decision notification to Providers must contain feedback on tenders when informing Providers about the standstill rules**]
   2. The Authority will notify Providers of the outcome of the Call-Off Competition via the eSourcing System. Providers should note there is no obligation for the Authority to provide feedback to Providers on final Tender Responses as part of the contract award notification.
   3. If a Provider requires feedback, it should request this via the eSourcing System. Where feedback is requested via the eSourcing System, the Authority will provide this within a reasonable timeframe.
2. OVERVIEW OF Approach to evaluation
   1. The underlying principle of the evaluation methodology is to identify the most economically advantageous Tender Response [/BAFO] that meets the Authority's requirements as further detailed in the Draft Call-Off Contract. The Authority will appoint an appropriate evaluation panel within its project team to carry out the evaluation and moderation process as applicable.
   2. The Authority reserves the right to retest a Provider on any aspect of its SQ response, at any time during the Call-Off Competition and/or during the term of the Call-Off Contract in accordance with the terms of the Draft Call-Off Contract, and as part of the Call-Off Competition, it will retest certain aspects of a Providers SQ response including in the event that:
      1. more than two years has elapsed since the Provider was appointed to the Framework Agreement in respect of the relevant Service Category;
      2. a Provider has previously qualified to participate in Call-Off Competitions with a specific Call-Off Contract value, and the value of this Call-Off Competition (when combined with any Call-Off Contracts the Provider is currently a party to pursuant the Framework Agreement with the Authority now requires retesting at a higher threshold in accordance with the original SQ;
      3. a change has been identified in relation to a Provider such as but not limited to a change in Key Sub-contractor); and
      4. a Provider has Call-Off Contracts with multiple Participating Bodies.

If, after retesting, the Provider no longer meets the requirements of the SQ, the Authority may, in its absolute discretion, disqualify the Provider from the Call-Off Competition or otherwise act as in accordance with the terms of the Call-Off Contract.

* 1. The ITT questions may involve any aspect of the retesting noted in 4.2 above or this may be tested separately as required on a case by case basis. **[Drafting note: Authorities must retest economic and financial standing (EFS) of a Provider if: (a) more than two years has elapsed since the Provider was appointed to the Framework Agreement; (b) where a Provider or Key Sub-Contractor has previously qualified at SQ stage for Call-Off Contracts valued in aggregate at less than £100,000, or between £100,000 and £999,999, and where the value of this Call-Off now requires retesting at a higher threshold; and (c) in any situation where a change has been identified in relation to a Provider (e.g. a change in Key Sub-contractor). Authorities may retest EFS at their discretion in other circumstances.]**
  2. Initial Assessment
  3. On receipt of [Further Qualification Responses and] Tender Responses, the submissions will first be reviewed to ensure that:-
     1. the submission has been submitted on time and meets the Authority's submission requirements/instructions which have been notified to Providers;
     2. the submission is sufficiently complete to enable it to be evaluated in accordance with the evaluation methodology (the Authority may, at its discretion, request additional information in relation to a submission where this requirement has not been substantially met); and
     3. the Provider has not contravened any of the terms and conditions of the Call-Off ITT or any associated procurement documents.
  4. The Authority reserves the right to disqualify Tender Responses that do not meet the above requirements at this stage and the Provider concerned shall be excluded from the Call-Off Competition.
  5. [Further Qualification Stage
  6. Following the initial assessment, an evaluation of the Further Qualification Responses will be conducted. Further Qualification Responses will be scored against [the criteria [and weightings] in Appendix 2]. If the Provider's Further Qualification Response passes the Further Qualification Stage, the Authority shall evaluate the Tender Response as set out at paragraph 4.10 below. If the Provider's Further Qualification Response fails to pass the Further Qualification Stage, the Authority reserves the right to disqualify the Provider from the Call-Off Competition. The Authority shall be under no obligation to evaluate a Tender Response or provide any feedback in relation to the same where a Provider fails to pass the Further Qualification stage.]
  7. [**Drafting Note: Participating Bodies should only use the Further Qualification stage where specific qualification criteria/accreditations are required which were not tested in the original SQ e.g. security requirements or financial ratios in relation to turnover where appropriate and proportionate. It should not include the requirement to re-test a Provider's ongoing compliance with the original SQ requirements, which should be done separately, or as part of an ITT question set as required**]
  8. Evaluation of the Tender Response
     1. The objective of the evaluation process is to identify the most economically advantageous tender as determined by the Authority in accordance with this Invitation to Tender.
     2. Each Tender shall be assessed in respect of:

(a) Quality Criteria: the Tender shall be evaluated against Evaluation Criteria as set out in [**DN:** include appropriate reference]. A Quality Threshold shall apply to the Quality Criteria as set out in [**DN:** amend highlighted section(s) as appropriate and include appropriate reference];

(b) Financial Criteria: the Tender shall be evaluated based on the Financial Model to provide an overall Evaluation Price for evaluation purposes. The Price Range shall apply to the Financial Criteria as set out in [**DN:** the Price Range is optional, although advisable to include. please see the Buyer's Guide for further detail. Amend highlighted section(s) as appropriate and include appropriate reference. Purpose of financial model may vary depending on selected evaluation option/paymech].

* + 1. Tenders that do not meet the Price Range and/or the Quality Threshold shall be subject to exclusion from the Procurement in accordance with this ITT. [**DN:** amend as appropriate, noting that this drafting does not currently give discretion to the Authority in terms of exclusion.]
  1. Financial Criteria Evaluation
     1. **Evaluation Price Calculation** [**DN:** applicable unless using HQC with customer-set fixed price]

The Customer will provide a blank Financial Model [**DN:** describe main features of financial model, *for example volume bands, service elements, mobilisation etc. and attach at Appendix 4*] Providers will populate the Financial Model in line with the instructions as set out in [**DN:** insert appropriate reference to guidance]. The Customer shall use the populated Financial Model to determine the Evaluation Price.

The price to be evaluated (Evaluation Price) will be calculated as follows:

[**DN:** set out formula (in words) to explain how the Evaluation Price will be calculated. *For example:*

For a Fixed Price Pricing Methodology – the fixed price for the call-off

For a Fixed Price with Volume Bands Pricing Methodology – the average price of all volume bands / the price at a given volume band / weightings applied to volume bands

For a Unit Price Pricing Methodology – the unit price]

* + 1. Price Range Threshold

The Authority shall apply a Price Range for [**DN:** state whether it is a lower limit, upper limit or both (price range); and what it applies to e.g. whole life of contract, particular contract year, which service element(s) it applies to]

The Providers’ Price to the checked against the Price Range is calculated as follows:

[**DN:** set out formula (in words) to explain what part of the Providers’ price will be checked against the price range threshold. It could be the Evaluation Price, or be a separate calculation]

The Price Ranges are as follows (and set out in the Financial Model) [**DN:** amend as appropriate]

|  |  |  |  |
| --- | --- | --- | --- |
| **Service Category** | **Geographical Location** | **Lower Price Threshold** | **Upper Price Threshold** |
|  |  |  |  |
|  |  |  |  |

* + 1. The relevant Volume Bands for the Price Range Threshold test are as follows: [**DN:** if price range threshold is applying to a pricing element other than Evaluation Price, specify here any information about which element it does apply to – this example is for volume bands for a specific service element within the Fixed Price with Volume Bands paymech]

|  |  |  |
| --- | --- | --- |
| **Service Category** | **Geographical Location** | Volume Band for [Service Element] |
|  |  |  |

The Anticipated Supplier Profit/Surplus for the Call-Off Contract shall be as set out in the Financial Model. The Customer may review the actual Supplier Profit/Surplus during the call-off term in accordance with paragraph 16 of Schedule 7.1 (Charges and Invoicing).

[Drafting note: The Authority can select the following evaluation approaches and must clearly explain the approach in this section]

* 1. Price per Quality Point (PQP)
     1. Once the all the Quality Scores and the Evaluation Price have been calculated in accordance with this Invitation to Tender, the PQP shall be calculated by dividing the Evaluation Price by the Quality Score:

**Evaluation Price / Quality Score = PQP**

* + 1. The PQP shall be calculated to four decimal places (applying standard rounding rules). The lower the PQP, the better value for money the Tender. The Tender with the lowest PQP represents the most economically advantageous tender and will be ranked first in that Call-Off Competition.
    2. In the instance that two (2) Providers within the same Call-Off Competition achieve the same PQP, the Customer will review the Quality Scores of the two (2) Providers and will select the Provider with the highest Quality Score/lowest Evaluation Price [**DN:** review tiebreak criteria and amend as appropriate].
    3. In the instance that two (2) Providers within the same Call-Off Competition achieve the same PQP and Quality Score/Evaluation Price the Customer will [**DN:** review secondary tiebreak criteria if applicable *e.g. review the total Quality Scores awarded for the Quality Questions that have a Quality Threshold set for them and shall use these to select the first (1st) ranked Provider for that Call-Off Competition*].
    4. The following illustration provides an example where five Tenders have been evaluated and given an indicative ranking, using PQP. Please note, the figures within the table are provided for illustrative purposes only **[DN:** this example can be amended by the Authority as relevant to the Call-Off Competition]:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Bidder** | Quality Score | Evaluation Price | PQP Score calculation | Ranking |
| Bidder A | 60 | 1,010,000 | (1,010,000 / 60) = £16,833.3333 | 2nd |
| Bidder B | 62 | 1,200,000 | (1,200,000 / 62) = £19,354.8387 | 5th |
| Bidder C | 70 | 1,230,000 | (1,230,000 / 70) = £17,571.4286 | 4th |
| Bidder D | 74 | 1,250,000 | (1,250,000 / 74) = £16,891.8919 | 3rd |
| Bidder E | 65 | 1,000,000 | (1,000,000 / 65) = £15,384.6154 | 1st |

* 1. Lowest Price Conforming
     1. The Evaluation Price shall be calculated in accordance with this Invitation to Tender. The Tender with the lowest Evaluation Price represents the most economically advantageous tender and will be ranked first in that Call-Off Competition.
     2. In the instance that two (2) Providers within the same Call-Off Competition achieve the same lowest Evaluation Price, the Customer will [**DN:** insert tiebreak criteria, for example awarding to higher quality score].
     3. The following illustration provides an example where five Tenders have been evaluated and given an indicative ranking, using Lowest Price Conforming. Please note, the figures within the table are provided for illustrative purposes only:

|  |  |  |  |
| --- | --- | --- | --- |
| **Provider** | Quality Score | Evaluation Price | Ranking |
| Bidder A | 60 | 1,010,000 | 2nd |
| Bidder B | 62 | 1,200,000 | 3rd |
| Bidder C | 70 | 1,230,000 | 4th |
| Bidder D | 74 | 1,250,000 | 5th |
| Bidder E | 65 | 1,000,000 | 1st |

* 1. Highest Quality Conforming
     1. The Quality Score shall be calculated in accordance with this Invitation to Tender. The Tender with the highest Quality Score represents the most economically advantageous tender and will be ranked first in that Call-Off Competition. [**DN:** this option shall only be used in conjunction with the fixed price payment mechanism where the fixed price is set by the customer].
     2. In the instance that two (2) Providers within the same Call-Off Competition achieve the same highest Quality Score, the Customer will [**DN:** insert tiebreak criteria, for example awarding to higher quality score for a particular question]
     3. The following illustration provides an example where five Tenders have been evaluated and given an indicative ranking, using highest quality conforming. Please note, the figures within the table are provided for illustrative purposes only:

|  |  |  |
| --- | --- | --- |
| **Provider** | Quality Score | Ranking |
| Bidder A | 60 | 5th |
| Bidder B | 62 | 4th |
| Bidder C | 70 | 2nd |
| Bidder D | 74 | 1st |
| Bidder E | 65 | 3rd |

* 1. Technical Evaluation:
     + 1. The technical evaluation will be split into [X] sections:

[Drafting Note: list and explain all elements of the technical evaluation, e.g. forward looking scenarios, quality questions, demonstrations]

* + - 1. The weightings of these sections will total 100% for ‘Quality’ as outlined in Annex 3 – Part A. [each question shall be scored separately based on either:

1. a weighted score with a minimum quality threshold per question;
2. a weighted score without a minimum quality threshold per question; or
3. a pass/fail basis;

as outlined in Annex 3 – Part A.

* + - 1. Individual question minimum quality thresholds have been outlined in Annex 3 – Part A.

An overall minimum Quality Threshold will also apply:

[40% at ITT and 60% and BAFO]

[60% at ITT]

The Authority reserves the right to disqualify Tender Responses that do not meet the minimum Quality Thresholds at this stage and the Provider concerned shall be excluded from the Call-Off Competition.

* + - 1. The questions in Annex 3 – Part A will be evaluated against the scoring matrix in Annex 3 – Part B

1. RULES ON [TENDER RESPONSE SUBMISSIONS]
   1. Providers:
      * 1. should read these instructions carefully and note all of the information contained therein before submitting a Tender Response. Providers are responsible for ensuring they have submitted a complete and accurate Tender Response and that numbers quoted are arithmetically correct;
        2. shall address in writing all of the requirements set out within this document. It is important that all the information requested is provided in adherence with word counts or page limits specified, and in the format and order specified. Failure by Providers to provide all of the information the Authority has requested may result in a Tender Response being non-compliant and an automatic disqualification. Information provided in excess of the stipulated word count or page limit may not be evaluated by the Authority;
        3. are expected to examine, and where necessary respond to, all of the documents that comprise the Call-Off ITT. Providers should acquaint themselves fully with the extent and nature of the requirements and the Draft Call-Off Contract;
        4. are solely responsible for obtaining the information which they consider is necessary in order to prepare the content of their Tender Responses and to undertake any investigations they consider necessary in order to verify any information the Authority provides to them during the Procurement;
        5. must complete their Tender Responses, together with any requested supporting information in English and pricing in pounds (sterling);
        6. must ensure that their eSourcing System registration is up-to-date and reflects the correct entity which will be entering into the Call Off Contract (i.e. the entity which qualified onto the Framework Agreement);
        7. should try to avoid submitting their Tender Responses in the last few minutes before the deadline in case there are connection problems which may mean the deadline is missed;
        8. when using the eSourcing System, Providers should save progress frequently;
        9. should ensure that 'pop ups' are not blocked on the browser because the eSourcing System may issue notifications via 'pop ups';
        10. should ensure Tender Responses are "submitted" when complete because they will not be visible to the Authority if not;
        11. should not use the 'Back' or 'Forward' buttons on the browser because work could be lost. Use the links in the eSourcing System to navigate;
        12. should allow sufficient time to submit their Tender Response, allowing time for a final check to be undertaken prior to the submission deadline because it is not possible to upload any further information afterwards. IT problems with a Provider's systems will not be considered reasonable grounds for late submission;
        13. Providers must comply with the word and/or side count limits specified in the evaluation questions as detailed in Annex 3 – Part A. If a response exceeds the specified limit only the information within the limit will be evaluated, and the remaining information may be disregarded for the purposes of evaluation; and
        14. may submit, modify and resubmit Tender Responses in the eSourcing System at any time prior to the submission deadline but Tender Responses cannot be modified after the submission deadline.
   2. The Authority may issue to Providers by way of addenda amendments and additions to this ITT.
   3. Tender Responses must be submitted strictly in accordance with the requirements and conditions set out in the ITT. Tender Responses must not be accompanied by statements that could be construed as rendering the Tender Response equivocal, conditional and/or placing it on a different footing from other Tender Responses.
   4. The Authority reserves the right to reject any Tender Response which is submitted on a conditional basis or which appears to be equivocal. The Authority reserves the right to reject any Tender Responses that are not submitted strictly in accordance with the ITT documentation as issued (or subsequently amended by the Authority). The Authority's decision on whether or not a Tender Response is acceptable will be final and the Provider concerned may not be consulted.
   5. Each Tender Response must be accompanied by a completed and properly signed list of all uploaded attachments and the Form of Tender. These must be signed by an authorised signatory of the Provider.
   6. Tender Responses must be uploaded electronically, via the eSourcing System Tender Responses submitted by any other means will not be accepted.
   7. All Tender Responses must be received by the Authority by the submission deadline shown in the Timetable.
   8. Tender Responses received after the submission deadline will usually be rejected by the Authority. The decision whether to reject a Tender Response received after the deadline is entirely at the Authority's discretion.
   9. Any queries regarding eSourcing tool should be sent to [the Authority's Central Support Team (Mon – Fri 08:30 – 17:00) by calling 0845 0100 132 or by emailing: [esourcing@justice.gov.uk](mailto:esourcing@justice.gov.uk)]. [**Drafting Note: Authority to verify that these details are correct / amend these details as required per Call-Off Competition**]
   10. **[Data Room**
   11. Providers have been provided with a user guide relating to the Data Room. Providers are required to comply with the user guide at all times.] [Drafting Note: this section is optional and more detail should be included]

Submission Checklist

* 1. Providers are required to submit the following:
     1. [                    ]
     2. [Further Qualification Questionnaire response;]
     3. Tender Response (including pricing response);
     4. a signed and completed Conflicts of Interest Declaration; and
     5. a signed and completed Form of Tender Appendix 6.]

1. General Information
   1. The Authority is using the eSourcing System, Jaggaer, for this Procurement which means the ITT is available only in electronic form, located at <https://ministryofjusticecommercial.bravosolution.co.uk> (“eSourcing System”). To gain access to the sourcing event on the eSourcing System, Providers must register for the eSourcing System once as an organisation, but will be permitted to have multiple user accounts for all contacts requiring access to the sourcing event. Once admitted to the Framework Agreement. Providers will be invited to Call-Off Competitions where they have qualified for one or more Service Categories (in relation to those Geographical Areas that they have indicated at SQ stage that they can provide the Services within). The Authority will not contact Providers through any route other than the eSourcing System.
   2. The main subject matter of the services to be provided under the Framework Agreement is classified as health, social and other services within Schedule 3 of the Regulations, meaning the Authority is not obliged to comply with the full requirements of the Regulations. The Authority shall conduct this procurement in accordance with the "Light Touch Regime" (LTR), whilst complying with the overall principles of an open and transparent competition, equal treatment, non-discrimination and proportionality.
   3. These instructions, together with Draft Call-Off Contract, and all other information and documents to which they refer, are designed to ensure that all Providers are given equal and fair consideration. It is important, therefore, that Providers provide all information required in the format and order specified.
   4. Providers should read these instructions carefully to ensure they understand them and the conditions of participation before submitting Tender Responses.
   5. Additional documents and/or updated versions of the ITT or any part of it may be issued by the Authority to all Providers as deemed appropriate by the Authority at any stage during the Procurement. Any additional documents and/or updated versions of the ITT shall be issued via the eSourcing System.
   6. The Authority reserves the right to share further information with regard to the ITT, the Procurement and any other aspect of the award process only to registered Providers (i.e. those Providers who successfully submitted an SQ response and were admitted to the Framework Agreement).
2. General Terms and Conditions
   1. Disclosure of information
   2. The Authority may disclose detailed information relating to the procurement exercise to the Authority's key stakeholders, directors, officers, employees, agents or advisers and may make Providers’ written responses available for private inspection by those persons.
   3. **Conflicts of Interest and Multiple Tenders**
   4. The Authority requires that all actual or potential conflicts of interest are resolved to the satisfaction of the Authority prior to the submission of the [Further Qualification and] Tender Responses. To this end, Providers should complete the conflict of interest document attached in Appendix 5. In the event that any actual, potential or perceived conflict of interest comes to a Provider’s attention following the submission of its [Further Qualification and] Tender Response, the Provider should immediately notify the Authority via [insert details of route for contact]. The Authority reserves the right to exclude a Provider from the Call-Off Competition where an identified conflict of interest cannot be remedied to its satisfaction.
   5. With the exception of Key Sub-contractors, Providers can only bid once in each Call-Off Competition.
   6. Key Sub-contractors may participate in (i.e. be "connected" with) more than one response by Providers for the same Call-Off Competition, however this must be declared to the Authority or Participating Body in writing as part of the Conflict of Interest declaration (Appendix 5) . Where a Key Sub-contractor is connected to more than one Call-Off ITT response, the Authority reserves the right to make further enquiries in order to ensure that this does not cause actual, potential or perceived conflict of interest, capacity problems, issues with EFS, and/or restrictions or distortions in competition.
   7. The Authority may require a Provider to amend or withdraw all or part of a Tender Response if, in its reasonable opinion, the participation of a Key Sub-Contractor in multiple Tender Responses for the same Call-Off Competition creates any of the issues identified in paragraph 7.6 above.
   8. Provider Clarification Questions
   9. Any queries/clarifications regarding this Call-Off ITT must be directed via the messaging facility on the eSourcing System. Clarifications should be clearly marked with the: subject of the clarification; document name the clarification refers to (if applicable); and the document reference/paragraph (if applicable). No approach or communication of any kind in connection with this ITT should be made to any other person within, or associated with, the Authority.
   10. All information/responses to correspondence or clarifications will be anonymised and supplied to all Providers on a uniform basis (unless expressly stated otherwise). If a Provider wishes the Authority to treat a clarification as confidential, then this must be clearly communicated. The Authority will consider such requests and will contact the relevant Provider concerned if it is unable to comply with the request. However, the Authority reserves the right to issue a general response to any clarification (whether marked "commercially sensitive", "confidential" or otherwise), if:
       1. the Authority, in its sole discretion, takes the view that issuing a response to the clarification on a uniform basis to all Providers will not impart any confidential information concerning the business, tender offering or any other information which will cause loss or harm to the Provider which has raised the clarification;
       2. the Authority considers that the matter is relevant to all Providers taking part in the process; and/or
       3. responding to the clarification on a uniform basis is in the interests of ensuring the Authority is continuing to comply with its obligations under the Regulations.
   11. The Authority may seek clarification on any aspect of a submission at any time throughout the procurement process.
   12. Freedom of Information and Confidentiality
   13. If a Provider considers part of its Tender is commercially sensitive, it should inform the Authority via the eSourcing System and:
       1. clearly identify such information as commercially sensitive;
       2. explain the potential implications of disclosure of such information; and
       3. provide an estimate of the period of time during which the Provider believes that such information will remain commercially sensitive.
   14. If a Provider identifies information as commercially sensitive in accordance with Paragraph 7.13, the Authority will try to maintain confidentiality over it. However, notwithstanding the Provider has identified information as commercially sensitive, the Authority:
       1. is subject to the FOIA and the EIR and all information supplied to it may be disclosed in response to a request made pursuant to the FOIA or the EIR, Accordingly, the Authority cannot guarantee that any information marked "commercially sensitive" will not be disclosed;
       2. may be required to publish information in the OJEU in accordance with EU Directives or elsewhere in accordance with the requirements of Government policy on the disclosure of information relating to government contracts;
       3. as part of the debriefing process following the procurement, shall disclose the characteristics and relative advantages of the successful Provider, in addition to the qualitative evaluation scores achieved by the successful Provider;
       4. may disclose the content of any references sought from banks, existing or past clients, or other referees submitted by the Provider to the Crown Commercial Service and/or other contracting authorities (as defined in the Regulations); and
       5. may disclose within Government any Tender documents or information contained in them.
   15. All information supplied by the Authority to Providers must be treated in confidence (unless already in the public domain) and must not be disclosed, copied, reproduced, distributed or passed to third parties other than as is necessary for the purposes of preparing a Tender (for example disclosure by a Provider to its insurers who are directly involved in the Tender provided that such person has given an undertaking at the time of receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
   16. Subject to the provisions of the Call-Off ITT, the Authority will ensure that each Tender is treated as commercially sensitive and is not shared with any other Provider.
   17. The Government requires that contracts with a total value exceeding £10,000 (ten thousand pounds) are published online at www.gov.uk/contracts-finder. Solely in order to reduce the administration burden the Authority and any Participating Body may, where appropriate based on volume, decide to publish contract award notices on a quarterly basis. The Authority may, at its sole discretion, redact some sections to protect commercially sensitive information or other information which it considers inappropriate to publish. The successful Provider should clearly specify information it wishes to be redacted in the Commercially Sensitive Information schedule of the Call-Off Contract.
   18. This could include key commercial interests, would-be trade secrets and commercial interests which would be prejudiced by publication, all following the test in section 43 of the Freedom of Information Act 2000.
   19. The published grounds for redaction are:
       1. national security;
       2. personal data;
       3. information protected by intellectual property rights;
       4. information which is not in the public interest to disclose (following tests under the Freedom of Information Act 2000);
       5. third party confidential information;
       6. IT security; and
       7. prevention of fraud.
   20. The Authority is not obliged to accept the Provider's submission and the decision as to what will be published will be at the Authority's sole discretion.
   21. Only documentation relating to the award will be published.
   22. Where a Provider receives a request for information under the FOIA or the EIR connected to this procurement process, the Authority requires the Provider to consult it immediately to establish if the request is for the Authority.
   23. Security Classifications
   24. Providers should be aware of the Government Security Classifications (GSC) scheme and identify any potential effects in their Tender because the protective marking and applicable protection of any material passed to, or generated by, Providers during the procurement or pursuant to a Contract awarded as a result of the procurement will be subject to the GSC. The link below to the Gov.uk website provides information on the GSC:
   25. https://www.gov.uk/government/publications/government-security-classifications
   26. Order of Precedence
   27. Unless otherwise stated, if there is any conflict between previously issued documents and this Call-Off ITT the previously issued documents take precedence.
   28. Data Protection
       1. At all times Providers shall (and shall procure that their employees, staff, agents and sub-contractors involved in the Procurement) and will duly observe all their obligations under the Data Protection Act 2018 (DPA) which arise in relation to this Procurement.
       2. In this Paragraph capitalised terms shall have the meanings given to them, and like terms shall be interpreted in accordance with the General Data Protection Regulation 2016/679, the Data Protection Act 2018 and the guidance of a competent supervisory authority (together the "Data Protection Laws"). References to Personal Data include Special Categories of Personal Data and information regarding actual or potential criminal convictions and/or offences.
       3. The Provider  and the Authority each acknowledge and agree that they may need to Process Personal Data (in the form of contact details) relating to each party's representatives (in their respective capacities as Controllers) in order to (as appropriate): (a) administer and perform the obligations set out in this ITT; (b) request and receive information in relation to the Procurement and any Tender; (c) resolve any dispute relating to the Call-Off Competition; (d) respond and/or raise general queries relating to the Call-Off Competition; and (f) otherwise comply with their respective obligations.
       4. The Provider and the Authority shall Process such Personal Data relating to each party's representatives for the purposes set out in Paragraph 7.28.3 in accordance with their respective privacy policies.  The Provider and the Authority acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties in order to carry out the activities listed in Paragraph 7.28.3, and in doing so the Provider and the Authority will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.
       5. Notwithstanding any other term, the Provider must not Process any Authority Personal Data outside of the UK without the prior written consent of the Customer and where approval is given, subject to such further conditions as the Authority may require.
       6. In addition, the Provider will:
          1. only Process Personal Data made available (including as provided and contained within the Data Room or otherwise provided by the Authority or its representatives during the Call-off Competition) and otherwise reproduced in any form in connection with the Call-off Competition, (the "**Authority Personal Data**"), solely for the purpose of submitting a Tender and participating in the Call-off Competition;
          2. act as an independent Controller of any Authority Personal Data, complying at all times with the Data Protection Laws;
          3. treat the Authority Personal Data with strict confidence and treat it as confidential information as defined in the Non-Disclosure Agreement entered into between the Provider and the Authority;
          4. except in relation to its professional advisers, not disclose or grant access to any Authority Personal Data;
          5. implement and maintain appropriate measures to protect against a Personal Data Breach incident;
          6. immediately notify the Authority of any correspondence: (i) exercising the rights of a Data Subject or (ii) of a competent Supervisory Authority, in relation to the Authority Personal Data;
          7. ensure that any authorised adviser or service provider that may Process Authority Personal Data agrees in writing to terms equivalent to those in this Paragraph (g); and
          8. as soon as reasonably practical (and in any event no later than within seven (7) days) following a written demand from the Authority, permanently and securely delete all or any of the Authority Personal Data as specified by the Authority.
   29. Costs and Expenses
   30. Providers remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Provider in connection with taking part in this Call-Off Competition, regardless of whether such costs arise as a consequence direct or indirect of any amendments made to the procurement documents issued in connection with this Call-Off Competition by the Authority at any time.
   31. Under no circumstances will the Authority or any of its respective advisors be liable for any costs or expenses incurred by Providers, funders and/or its respective advisors arising directly or indirectly from the Call-Off Competition or termination thereof, including, without limitation, any changes or adjustments made to the procurement documentation, the exclusion/disqualification of a Provider.
   32. For the avoidance of doubt, where a Provider is disqualified or excluded from the Call-Off Competition process, or where a Provider decides to withdraw from the Call-Off Competition exercise, under no circumstances will the Authority or its advisors be liable for any costs or expenses howsoever incurred by such Providers.
   33. Intellectual Property
   34. This Call-Off ITT, any documents referred to in it and all information within it is the intellectual property of the Authority. Providers shall not reproduce, copy, distribute or otherwise make available to any third party the whole or any part of such information in any form (including photocopying it or storing it in any medium including electronic means) without the prior written permission of the Authority, other than for use strictly for the purpose of submitting a submission.
   35. This Call-Off ITT and all copies thereof are and shall remain the property of the Authority and must be returned or destroyed on demand.
   36. All specifications, diagrams, drawings, samples and patterns and any further material issued in connection with this Call-Off Competition, remain the property of the Authority and are to be used solely for the purpose of this Call-Off Competition.
   37. Confidentiality
   38. The information provided in this Call-Off ITT (and in connection with this Call-Off ITT) is made available on the condition that its contents are kept confidential by the Provider (except to the extent that such information may already be in the public domain or may come into the public domain otherwise than by reason of a breach of a confidentiality obligation). Providers (including their directors, officers, employees, agents or advisers) must not disclose, copy, reproduce, distribute or pass to any other person at any time any information or documentation concerning the procurement (except for the purposes of enabling a response to this opportunity). In any case any disclosure to any person shall only be made to a person who needs to receive the same and who has given an undertaking at the time of receipt to keep such information confidential.
   39. Non-Collusion and Canvassing
   40. Any attempt by any Provider to collude with any other person to influence the Call-Off Competition in any way will result in disqualification from further participation in the Call-Off Competition. In particular, Providers shall not:
       1. canvass, solicit or offer any gift or consideration whatsoever as an inducement, fee or reward to any officer, employee or contractor the Authority, or any person acting as an adviser to it in connection with this Call-Off Competition;
       2. commit any act or omission which would constitute a breach of the Bribery Act 2010;
       3. fix or adjust the amount or content of any submission in accordance with any agreement or arrangement with any other person, other than in good faith where such other person is a proposed consortium member, or a supplier, adviser or provider of finance to the Provider;
       4. communicate to any person other than the Authority, or seek or obtain from such other person, information about the amount or content of any tender submission, other than in good faith to obtain quotations for supplies, services or finance;
       5. enter into any agreement or arrangement with any other person that will result in such a person refraining from submitting a submission; and
       6. offer or pay a sum of money, incentive or valuable consideration to any person proposing to effect changes in or omissions from any other tender submission.
   41. Other than where specifically permitted as described in this Call-Off ITT, no attempt should be made to contact any of the Authority's staff or advisors in connection with this procurement. Any enquiries made concerning this Call-Off Competition other than in accordance with the instructions in this Call-Off ITT may be regarded as prima facie evidence of canvassing.
   42. Right to Confirm or Request Updated Information
       1. The Authority may require Providers to confirm that their Tender remains accurate at any stage of the Procurement and/or to request updated SQ information in order to confirm that Providers remain qualified and to take the appropriate action should that no longer be the case.
       2. The Authority reserves the right to require a Provider to provide additional information to clarify any of the information provided in response to the requests set out in this ITT. In those instances, the Authority will send any questions using the eSourcing System messaging facility to the named contact person, who must respond by the deadline that will be given. The responses given may be used by the Authority to assist in its tender evaluation. The Authority reserves the right to exclude a Provider from further participation in the Procurement where they do not respond by the deadline given.
       3. The Authority may seek independent financial legal, market or other financial advice to validate information declared, or to assist in the tender evaluation by the Authority.
   43. Change Of Control and Information Provided In Tenders
       1. Notwithstanding any other provision of this ITT or the Call-Off Contract, if, at any time:
          1. a change in the structure, control, composition or membership of a Provider occurs; or
          2. a change to the Provider's Key Sub-contractor or supply chain; or
          3. a change in economic and financial standing occurs,

or any other changes to the information provided in the SQ have occurred since the Provider responded to the SQ, the Provider must inform the Authority via the eSourcing System immediately, and the Authority at its sole discretion, may re-evaluate the relevant SQ response or Tender or disqualify the Provider from the Call-Off Competition based on an assessment of the new information.

* 1. The Provider must confirm as part of its Tender Response whether there are any grounds which exist that would alter any of its responses in relation to the SQ, including, but not limited to: any of the mandatory or discretionary grounds for exclusion pursuant to the Regulations, the financial capacity of the Provider or (where relevant) any changes to the composition of the Provider/SPV of Key Sub-contractors, other than any changes which have already been disclosed to the Authority.
  2. The Authority reserves the right to disqualify the Provider from the Call-Off Competition in relation to any changes which the Provider informs it of (or which the Authority otherwise becomes aware of) and which the Authority deems to be unacceptable, at any stage of the Call-Off Competition.
  3. Modification and Withdrawal of Submission
  4. Providers may modify their Further Qualification Response and/or Tender Response prior to the Tender Response Deadline. Any Provider wishing to submit a new Further Qualification Response and/or Tender Response is able to delete their previous response and replace with a revised version.
  5. No Further Qualification Response and/or Tender Response may be modified after the Tender Response Deadline. Providers may withdraw their Further Qualification Response and/or Tender Response after the Tender Response Deadline by notifying the Authority via the correspondence function available via the eSourcing System.
  6. Warranties
  7. In submitting a Further Qualification Response or Tender Response, the Provider warrants, represents and undertakes that:
     1. all information, representations and matters of fact communicated (whether in writing or otherwise) to the Authority in connection with its response are true and accurate at the time of submission and shall remain so throughout the procurement process (subject to any further changes which may occur and which should be disclosed to the Authority promptly);
     2. it has complied with the conditions set out in this Call-Off ITT in all respects; and
     3. it has not submitted a response in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Authority or the Authority’ officers, employees, or agents, or appointed advisers.
  8. Publicity
  9. No publicity in relation to the selection of the long or short list of Providers, the appointment of the Preferred Provider(s), the execution of any contractual documents or the Call-Off Competition in general will be permitted unless and until the Authority has given its express prior consent to the relevant communication. In particular, no statements should be made to the press or other similar organisations regarding the nature of any solution/proposals of Providers in connection with this procurement without the express prior written consent of the Authority.
  10. The Authority retains the right to publicise or otherwise disclose to any third party, information in relation to the procurement, the selection of the long or short list of Providers (including details of their respective members, subcontractors, representatives, advisers, consultants, servants or agents), the procurement in general or the execution of any contractual documents at any time.
  11. Communications
  12. All documents and correspondence relating to the procurement will be communicated in the English language. All Further Qualification Response and Tender Response should also be written in the English language.
  13. It is the responsibility of Providers to monitor all email messages and clarifications issued by the Authority. The Authority accepts no liability for any Provider's failure to consistently monitor its inbox, the eSourcing System or keep abreast of clarifications issued. All electronic communication sent by the Authority will be deemed to have been received by the Provider at the time of transmission.
  14. It is the sole responsibility of each Provider to ensure that they are able to monitor and issue responses to any requests issued by the Authority within the specified time period. The Provider is solely responsible for ensuring that it is able to keep abreast of any communications issued by the Authority, and should have particular regard to internal staff changes/staff holidays and update/amend contact details as appropriate.
  15. DISCLAIMER
  16. Without prejudice to any warranties given, the submission of any response to any of the procurement documents issued in connection with this procurement will not form a separate, collateral or implied contract between the Provider and/or the Authority.
  17. Neither the issue of this Call-Off ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement. Nothing in this document should be interpreted as a commitment by the Authority to award a contract to a Provider as a result of this Call-Off Competition, nor to accept the lowest price or any tender.
  18. Whilst prepared in good faith and the information contained in this Call-Off ITT is believed to be correct at the time of issue, the Call-Off ITT and any ancillary documents issued to Providers in conjunction with the Call-Off ITT are intended to provide preliminary background to the Authority's objectives and requirements and the Authority (including its advisors), will accept any liability for their accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, the Call-Off ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Provider.
  19. Only the express terms of the contractual documents, if and when executed shall have any contractual effect in connection with the matters to which this Call-Off Competition relates.
  20. The Authority reserves the right at any time to:
      1. reject any or all Further Qualification Response or Tender Response and to cancel or withdraw the Call-Off Competition at any stage;
      2. award a contract without prior notice;
      3. change the basis, the procedures and the timescales set out or referred to in this Call-Off ITT;
      4. require a Provider to clarify its Further Qualification Response or Tender Response in writing and/or provide additional information (failure to respond adequately may result in disqualification);
      5. terminate the Call-Off Competition process; and
      6. amend the terms and conditions of the selection and evaluation process.
  21. Interpretation
  22. In respect of any documentation issued as part of this Call-Off Competition (except where indicated otherwise):
      1. words importing one gender include all other genders and words importing the singular include the plural and vice versa;
      2. enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by section 21(1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;
      3. a reference to any enactment shall be construed as including a reference to:
         1. any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and
         2. that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the document.
  23. The terms of this procurement shall be governed by and construed in accordance with English law and the Authority and the Provider agree to submit to the exclusive jurisdiction of the Courts of England in relation to any matter or dispute arising out of or in connection with this Call-Off Competition.



1. Glossary

|  |  |
| --- | --- |
| "**Authority**" | shall have the meaning set out in Paragraph 1.1 of this Call-Off ITT |
| **"Best and Final Offer"** or **"BAFO"** | means a submission made by a Provider as part of the Four Stage Procurement Route, submitted after a Tender Response; |
| **"Call-Off Competition"** | means a mini-competition run in accordance with the Call-Off Procedure; |
| "**Call-Off Contract**" | means the contract to be entered into by the Authority and the Preferred Provider |
| "**Call-Off ITT**" | means this call-off invitation to tender which is based on the ITT Template in the Framework Agreement; |
| **"Economic and Financial Standing" or "EFS"** | means the Provider's financial strength, tested via minimum requirements applied in the Selection Questionnaire and used to qualify providers and admit them to the Framework Agreement; |
| "**eSourcing System** " | means the Authority's e-sourcing tool; |
| "**Evaluation Price**" | means the pricing figure produced as a result of the Provider's completion of the Financial Model, to be used by the Authority for the purposes of evaluation; |
| "**Evaluation Criteria**" | means the information, requirements or standards on which Tender Responses will be evaluated by the Authority and consists of Quality Criteria (in respect of service delivery solutions) and Financial Criteria (in respect of pricing); |
| "**Financial Criteria**" | See "**Evaluation Criteria**" |
| "**Financial Model**" | means the model appended at Appendix 4 which is used by the Authority in respect of the Financial Criteria to evaluate the Provider's financial proposal; |
| "**Key Sub-contractor**" | shall have the same meaning as set out in the Draft Call Off Contract; |
| "**ITP**" | means the Invitation to Participate which Providers completed to be awarded a position on the Framework Agreement; |
| "**ITT Stage**" | means the period from the date of issue of this Call-Off ITT up to and including the Tender Response Deadline |
| "**Personal Data**" | means Personal Data as defined in the GDPR and the Data Protection Act 2018; |
| "**Price Range**" | means [the range as more particularly described in Paragraph 4.10] in relation to the evaluation of Financial Criteria; |
| "**Provider(s**"**)** | means any person or organisation that has qualified onto the Framework Agreement in accordance with the ITP and to which this Call-Off ITT has been issued; |
| **"Quality Criteria"** | See "**Evaluation Criteria**" |
| **"Quality Threshold"** | means the minimum threshold set by the Authority in relation to a quality question or quality requirement, below which a Provider may fail the question (and be excluded from the Call-Off Competition where indicated); |
| "**Regulations**" | means the Public Contracts Regulations 2015; |
| "**Selection Questionnaire**" | means the ITP Part B document Providers completed to be awarded a position on the Framework Agreement; |
| "**Specification**" | means the Call-Off Specification at [DN: Authority to insert]; |
| **"Tender Response"** | means a response submitted by a Provider as a result of a Call-Off Competition as further defined in Paragraph 1.14 and may include a BAFO as the context requires; |
| "**Tender Response** **Deadline**" | means the deadline for submission of Tenders Responses as stated in the table at paragraph 2.1; |



1. FURTHER QUALIFICATION QUESTIONNAIRE and evaluation methodology
2. questions
   1. [                    ]
3. Evaluation of tender response
   1. [                    ]

[**Drafting Note: It is likely that these questions will relate to matters such as specific accreditations/IT requirements etc and usually assessed on a pass/fail basis**.]



1. ITT QUESTIONNAIRE
   1. PART A – TEChNICAL REsponse

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| REF | CRITERIA / QUESTION | RESPONSE GUIDANCE | WEIGHTING | QUALITY THRESHOLD APPLICABLE? | RESPONSE LIMITATIONS |
| [XX] | [State the criteria the Provider is required to meet or the question to respond to] | [State to the Supplier how to respond to the Criteria / Question.] | [XX%  or NA if pass/fail is applicable  or NA if for information only] | [Y/N] | [List any restrictions, e.g. word/page limits, templates to complete] |

PART B – SCORING METHODOLOGY

[Drafting note: the below matrix is an illustrative example of what scoring methodology may look like, it may not be appropriate for every Call-Off Competition. Please insert a scoring methodology which is designed alongside your specification and ITT questions for this specific Call-Off Competition]

|  |  |  |
| --- | --- | --- |
| **SCORE (%)** | **ASSESSMENT** | **INTERPRETATION** |
| 100 | Exceptional | The Supplier's response:  (a) meets the minimum requirement in an **exceptional manner** with a robust proposal that provides full confidence of an overall **extremely effective solution**, including the relevant commitment, understanding, resources and/or quality measures *AND/OR* (b) meets the minimum requirement in at least an **acceptable manner** with a proposal that provides full confidence of an effective solution, including the relevant commitment, understanding, resources and/or quality measures, *AND* provides evidence of factor(s) that will add **exceptional value** which is beneficial to the authority and relevant to its requirements beyond what is described in the criteria (for example quantified service improvements and reduced risks). |
| 86.6 | Very Good | The Supplier's response:   (a) meets the minimum requirement in a **very good manner** with a robust proposal that provides full confidence of an overall **very** **effective solution**, including the relevant commitment, understanding, resources and/or quality measures *AND/OR* (b) meets the minimum requirement in at least an **acceptable manner** with a proposal that provides full confidence effective solution, including the relevant commitment, understanding, resources and/or quality measures, *AND* provides evidence of factor(s) that will add **significant value** beyond what is described in the criteria, (for example quantified service improvements and reduced risks). |
| 73.3 | Good | The Supplier's response:   (a) meets the minimum requirement in a **good manner** with a robust proposal that provides full confidence of an overall **effective solution**, including the relevant commitment, understanding, resources and/or quality measures *AND/OR* (b) meets the minimum requirement in at least an **acceptable manner** with a proposal that provides full confidence effective solution, including the relevant commitment, understanding, resources and/or quality measures, *AND* provides evidence of factor(s) that will add **some value** beyond what is described in the criteria. |
| 60 | Acceptable | The Supplier's response:  meets the minimum requirement in at least an **acceptable manner** with a proposal that provides full confidence in an acceptable solution, including the relevant commitment, understanding, resources and/or quality measures. There may be **minor concerns** which are **easily resolvable** and in any event which **do not have a material impact** on the overall acceptability of the proposal. |
| 40 | Minor Reservations | The Supplier's response:  does not fully meet the minimum requirement in an acceptable manner and/or meets the minimum requirement in at least an acceptable manner and does not provide full confidence in an acceptable solution including the relevant commitment, understanding, resources and/or quality measures causing some **minor reservations** in one or more areas which **may be resolvable** but, if not, **may have a material impact** on the overall acceptability of the proposal |
| 20 | Major Reservations | The Supplier's response:  does not fully meet the minimum requirement in an acceptable manner and/or meets the minimum requirement in at least an acceptable manner and does not provide full confidence in an acceptable solution, including the relevant commitment, understanding, resources and/or quality measures, causing one or more **major reservations** in one or more areas are **unlikely to be resolvable** but and **may have a material impact** on the overall acceptability of the proposal. |
| 0 | Unacceptable | The Supplier's response:  does not meet the minimum requirement in at least an acceptable manner and/or contains insufficient information to provide full confidence in an acceptable solution, including the relevant commitment, understanding, resources and/or quality measures, causing **major reservations** in one or more areas that are **not resolvable** and **will have an impact** on the overall acceptability of the proposal. |

# Dynamic Framework insurance response table and evaluation criteria

The Tenderer must evidence how the Tenderer will meet the minimum insurance requirements as set out in the Framework Agreement Schedule 2.5 by fully completing the Insurance Requirements Table below **[Drafting Note: this is required information]:**

| **Class of insurance** | **Insurer(s) identity (including any excess layer insurers)** | **Proposed maximum deductible threshold (each and every occurrence)** |
| --- | --- | --- |
| Third Party Public and Products Liability Insurance |  |  |
| Professional Indemnity Insurance |  |  |
| Compulsory Insurances (Employers Liability Insurance and Motor Third Party Liability Insurance) |  |  |

Marking scheme for insurer identity

The insurer or insurers proposed by the Tenderer against each class of insurance in the column headed “Insurer identity (including any excess layer insurers)” in the Insurance Response Table are considered by the Authority based on its professional judgement to be a reputable insurer(s) of sufficient standing for the class of insurance and the location of the services in question taking into consideration matters including, but not limited to, ownership, management, operating environment, reinsurance protection, lines of business, profitability and business philosophy (a “Reputable Insurer”). This will be evaluated on a Pass/Fail basis and the insurer proposed by the Tenderer in the Insurance Response Table for each category of insurance must be a Reputable Insurer to constitute a Pass.

Proposed maximum deductible threshold

The maximum deductible threshold proposed by the Tenderer for each and every occurrence for each class of insurance in the column headed “Proposed maximum deductible threshold” of the Insurance Response Table is considered by the Authority based on its the professional judgement to be reasonable in the insurance market prevailing at the point of the submission by the Tenderer of its response (a “Reasonable Maximum Deductible Threshold”). This will be evaluated on a Pass/Fail basis and each proposed maximum deductible threshold must be a Reasonable Maximum Deductible Threshold to constitute a Pass.



1. FEE PROPOSAL

PART A – FINANCIAL RESPONSE

[Drafting note: Insert Financial Response Template]

**PART B – FINANCIAL RESPONSE GUIDANCE**

[Drafting note: Insert guidance]



1. CONFLICT OF INTEREST DECLARATION

To be completed by an authorised signatory, in his/her own name, on behalf of the Provider:

|  |  |
| --- | --- |
| **Provider Name:** |  |
| **Name of authorised representative:** |  |
| **Position:** |  |
| **Date:** |  |

Please identify any potential conflicts of interest that could arise, and how these will be dealt with. Examples of circumstances in which potential conflicts could arise include (but are not limited to) where:

(a) any partner or subcontractor or any person employed or engaged by or otherwise connected with that organisation has carried or is carrying out any work for the Authority in the last six months; or

(b) a partner or subcontractor is providing services for more than one Provider in respect of this project or procurement process

If no potential conflict of interest is identified, please state this in the response.

|  |
| --- |
| **Response** |
|  |

In the event that a Key Sub-contractor is connected to more than one Call-Off ITT response in the same Call-Off Competition (as described at Paragraphs 7.3 to 7.7 of this ITT), please also set out the relevant information below:

|  |  |
| --- | --- |
| **Key Subcontractor Name:** |  |
| **Name of Lead Bidder in connected Call-Off Competition** |  |
| **[Name of Lead Bidder in connected Call-Off Competition** |  |
| **Name of Lead Bidder in connected Call-Off Competition]** |  |



1. FORM OF TENDER

Provider

|  |  |
| --- | --- |
| **Bidding Organisation:** | (Provider to insert) |
| **Call-Off Contract:** |  |

Details of the Provider:

|  |  |
| --- | --- |
| **Organisation Details** | |
| 1. Enter the full name of Provider: | (Provider to insert) |
| 1. Registered office address: | (Provider to insert) |
| 1. Company number: | (Provider to insert) |
| 1. VAT registration number: | (Provider to insert) |

|  |  |
| --- | --- |
| **Contact Details** | |
| 1. Contact details for enquiries about this Tender Response *(one contact point only)* | |
| (A) Name: | (Provider to insert) |
| (B) Address: | (Provider to insert) |
| (C) Postcode: | (Provider to insert) |
| (D) Country: | (Provider to insert) |
| (E) Phone: | (Provider to insert) |
| (F) Mobile: | (Provider to insert) |
| (G) Email: | (Provider to insert) |

|  |  |
| --- | --- |
| **Declaration** | |
| I/we have acknowledged, fully understood and I/we accept the contents of:   * the ITT including its annexes and appendices; and * all amendments and updates to the ITT issued by the Authority.   I/we understand that non-compliance with the requirements of the ITT or with the instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the award procedure.  I/we declare that this Tender Response is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender Response by or under or in accordance with any agreement or arrangement with any other person.  I/we declare that I/we are not aware of any connection with any member of the Authority’s personnel which could affect the outcome of the competition.  I/we declare that neither I/we nor our employees or agents have done, and I/we undertake that neither I/we nor our employees or agents will, at any time done any of the following:   * communicate to any person, other than those persons and agents of the Authority responsible for procuring the Services, the amount or approximate amount of our proposed Tender Response (other than in confidence in order to prepare our Tender Response, for insurance or for a guarantee or other security); * enter into any agreement or arrangement with any other person to refrain from submitting a Tender Response or as to the amount of any Tender Response or the conditions on which any Tender Response is made; * enter into any agreement or arrangement with any other person that I/we will refrain from bidding on any future occasion; * participate in or undertake behaviour which is or apparently is intended or has the consequence of significantly restricting competition; and * offer or pay or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or causing to be done in relation to any other Tender Response for the Services any act of the kind described above.   I/we certify that I/we have not canvassed any other person in connection with the procurement of the Services or this Tender Response or any proposed Tender Response and that no person employed by us has done or will do any such act.  I/we understand that any instances or suspected instances of illegal cartels or market sharing arrangements will be referred to the Competition and Markets Authority for investigation and may be subject to an action under the Competition Act 1998 or similar legislation.  I/we confirm that the validity period of this Tender Response expires twelve (12) months after the final date for submission of that Tender Response.  I/we certify that, if this Tender Response is accepted, we will enter into the Call-Off Contract on the terms set out in the ITT.  I/we confirm that at the time of submission of this Tender Response, there are no grounds which exist that would alter any of our responses in relation to our SQ response, including, but not limited to: any of the mandatory or discretionary grounds for exclusion pursuant to the Regulations, our financial capacity or (where relevant) any changes to the composition of the consortium/identity of Key Sub-contractors, other than any changes which are either disclosed to the Authority by way of an annex appended to this declaration, or which have already been disclosed to the Authority.  I/we declare that to the best of my/our knowledge the information submitted in this Tender Response is correct.    I/we understand that the information will be used in the process to evaluate my/our organisation's Tender Response and I/we am/are signing on behalf of my/our organisation.  I/we understand that the Authority may reject this Tender Response if there is a failure to provide all required information fully or if I/we provide false/misleading information.  In this Form of Tender:  “person” includes any person, body, association, corporate or incorporate; and  “agreement or arrangement” includes any transaction, private or open, or collusion, formal or informal and whether or not legally binding. | |
| Signed: | (Provider to insert) |
| Name: | (Provider to insert) |
| Role/Position: | (Provider to insert) |
| Authorised to sign Tender Responses on behalf of: | (Provider to insert) |
| Date: | (Provider to insert) |

* 1. - FORM OF BAFO INVITATION

[**Drafting note: It is anticipated that Best and Final Offers (BAFOs) will be evaluated on the same basis as Tenders. Authorities can therefore simply issue a letter to Providers to invite BAFOs, on the same basis as under this Call Off ITT**]

[Authority letter head]

Re: Best and Final Offer - [Tender reference details]

Dear [Provider contact]

Thank you for submitting your Tender in respect of the above Call Off Competition.

The Authority now invites you to submit your Best and Final Offer (BAFO) by [insert time and deadline].

The terms and conditions of the Call Off ITT apply to the submission of BAFOs. For the avoidance of doubt, BAFOs will be evaluated by the Authority on the same basis as Tenders, as set out in the Call Off ITT.

[Clarification questions from Providers in respect of their BAFO submission must be submitted by [insert date and deadline]]

We look forward to receiving your BAFO. We will be in contact to notify you of the outcome of this Call Off Competition once we have evaluated all BAFOs.

Yours sincerely

[Authority contact/job title]