[INSERT YOUR ORGANISATION LOGO]

**Invitation to Tender (ITT)**

***[DRAFTING NOTE:]*** *This document should be completed collaboratively by the requirement owner and the person leading on the procurement. It should describe the details of the ITT, and the specified timelines and scoring.*

*The document includes guidance for your organisation. Before sharing the ITT with potential bidders, you should:*

1. *Replace the prompts and square brackets highlighted in yellow with information that is specific to this procurement;*
2. *Delete the guidance and square brackets highlighted in green, once completed; and*
3. *Delete the ‘DRAFT’ watermark.*

[Insert name of your organisation]

[Insert your organisation’s address]

***Name:*** *[Commercial Lead Name]*

***Role Title:*** *[Commercial Lead Title]*

***Email Address:*** *[Tender related email]*

***Date:*** *[ITT Publication Date]*

*To Whom it May Concern,*

***Invitation to Tender (ITT) for [Title]***

1. *You are invited to submit a tender for the [your organisation’s name] (the “Buyer”) and [ITT name] competition.*
2. *Our requirement [Insert Requirement of ITT].*
3. *The proposed contract length is [insert number of months] with possible extension options of [insert number of months], at the sole discretion of the Buyer.*
4. *This procurement is being carried out in accordance with the Public Contracts Regulations 2015. Tenderers can submit a bid as a single legal entity, with other legal entities (to form a consortium) or with named sub-contractors.*
5. *The anticipated date for the contract award decision is [Date of anticipated award]. Please note that this is an indicative date and may change.*

*Yours faithfully,*

*[Commercial Lead Name]*

*[Commercial Lead Title]*

**Instructions and Information on Tendering Procedures**

The following documents, along with this Invitation to Tender, make up the procurement document set:

Attachment 1 - Statement of the Requirement

Attachment 2 - Response Template

Attachment 3 - Pricing Schedule

Attachment 4 - Supplier Self Declaration

Attachment 5 - Terms and Conditions

Please read the instructions on the tendering procedures carefully. Failure to comply with them may invalidate your tender which must be returned by the date and time given below.

One (1) copy of your tender must be received no later than [Tender Submission time in GMT and date]. Late tenders may **not** be accepted.

These instructions are designed to ensure that all tenders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please contact [Tender related email] using subject heading [ITT title], if you have any doubts as to what is required or have difficulty in providing the information requested. Pre-tender negotiations are **not** allowed.

All references to ‘’[Insert name of organisation]’’ and “Buyer” are interchangeable.

**1. Contract Period**

**1.1** The contract period is [insert number of months] with an allowable extension option of [insert number of months].

**2. Incomplete Tender**

**2.1** Tenders may be rejected if the information asked for in the ITT and Specification is not given at the time of tendering.

**3. Returning Tenders**

**3.1** Tenderers should submit complete tenders to [Tender related email] marked [“ITT title”].

**3.2 [DELETE IF TEMPLATES ARE NOT PROVIDED** The tenders should be returned using the provided templates.]

**3.3** As part of their response, tenderers should identify any work they are currently carrying out or competing for which could cause a conflict of interest, and indicate how such a conflict would be avoided.

**4. Receipt of Tenders**

**4.1** Tenders will be received up to the time and date stated. Those received before the due date will be retained unopened until then. It is the responsibility of the tenderer to ensure that their tender is delivered not later than the closing date/time.

**5. Acceptance of Tenders**

**5.1** By issuing this invitation, [Insert name of organisation] is not bound in any way and does not have to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise in their tender.

**6. Inducements**

**6.1** Offering an inducement of any kind in relation to obtaining this or any other contract with [Insert name of organisation] will disqualify your tender from being considered and may constitute a criminal offence.

**7. Confidentiality of Tenders**

**7.1** Please note the following requirements, you must not:

**7.1.1** Tell anyone else what your tender price is or will be, before the time limit for delivery of tenders;

**7.1.2** Try to obtain any information about anyone else's tender or proposed tender before the time limit for delivery of tender;

**7.1.3** Make any arrangements with another organisation about whether or not they should tender, or about their or your tender price; and

**7.1.4** Failure to comply with these conditions may disqualify your tender.

**8. Costs and Expenses**

**8.1** You will not be entitled to claim from [Insert name of organisation] any costs or expenses which you may incur in preparing your tender whether or not your tender is successful.

**9. Debriefing**

**9.1** Following the award of contract, debriefing will be included in the letter sent to unsuccessful tenderers.

**10. Evaluation and Evaluation Criteria**

**10.1** Evaluation of tenders will be carried out by an Evaluation Panel, and the evaluators will, if necessary, contact tenderers to seek clarification of any aspect of a tender;

**10.2** The tender process will be conducted in a manner that ensures tenders are evaluated fairly to ascertain the most economically advantageous tender;

**10.3** Your capability to perform the service will be evaluated using selection questions which are set out in Annex 1; and

**10.4** Tenders will be evaluated using a ratio of [Insert quality: price: social value weighting].

**10.5** For all weighted elements, the following scoring methodology shall be applicable. In the result of a tie, the Tenderer that scored the highest score on the quality evaluation will be identified as the preferred supplier;

***[DRAFTING NOTE:]*** *Below is an example of a scoring methodology. There are other ways of scoring and you may amend this depending on known practice within your organisation. For example, you can mark each response 0-100 or 0-3. The key is to ensure that you explain what each score means as is done in the table below.*

| **Score** | **Quality** | **Description** |
| --- | --- | --- |
| 0 | No Evidence | No evidence provided that the Tender meets the requirement. No confidence that the Tenderer can meet the requirement.   |
| 1 | Poor Response | Very limited evidence provided to support that the Tender meets the requirement, with major concerns leading to the conclusion of a very low level of confidence that the Tenderer can meet the requirement.   |
| 2 | Minimal Response | Limited evidence to support that the Tender meets the requirement, with major concerns leading to the conclusion of a low level of confidence that the Tenderer can meet the requirement.   |
| 3 | Acceptable Response | Acceptable evidence provided to support that the Tenders meets most of the requirement with minor concerns leading to the conclusion of a medium level of confidence that the Tenderer can meet the requirement.   |
| 4 | Good Response | Good evidence provided to support that the Tender meets the entire requirement leading to the conclusion of a high level of confidence that the Tenderer can meet the requirement.   |
| 5 | Excellent Response | Comprehensive evidence provided to support that the Tender fully meets and/or exceeds the requirement, leading to the conclusion of a very high level of confidence that the Tenderer can meet the requirement.   |

**11. Freedom Of Information**

**11.1** [Insert name of organisation] is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to [Insert name of organisation] may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may still be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked ‘confidential’ or equivalent by [Insert name of organisation] should not be taken to mean that we accept any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

**12. Tender Conditions**

**12.1** Tenderers must be aware that the Buyer shall publish notification of the Contract award and shall publish the contents of any resultant Contract. Before publishing the Contract, the Buyer shall redact any information which is exempt from disclosure under the FOIA and/or the EIR. Information exempt from publication could include information which would hinder law enforcement; would otherwise be contrary to the public interest or would prejudice the legitimate commercial interest of any person;

**12.2** No Tenderer shall undertake any publicity activities in relation to this Procurement without the prior written agreement of the Buyer, including the format and content of any publicity. Tenderers should not, before the Buyer has announced the outcome of the Procurement, disclose or make any statement, which confirms that they have submitted a Tender for this Procurement;

**13. Basis of the Contract**

**13.1** Attachment 1 – Statement of Requirements

**13.2** Attachment 2 – Response Template

**13.3** Attachment 3 – Pricing Schedule

**13.4** Attachment 4 – Supplier Self Declaration

**13.5** Attachment 5 – Terms and Conditions

**14. Personnel Security Standard**

**14.1** The successful Provider will need to assure [Insert name of organisation] that staff supplied under the contract to provide this service have, at a minimum, [insert the required level of personnel clearance for this service. See the [National security vetting web page](https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels) for more detail)..

**15. Timetable**

**15.1** This timetable is provisional and may be subject to change, but will be adhered to by [Insert name of organisation] as far as reasonably possible:

| **Stage:** | **Date:** | **Initiated by:** | **Submit to:** |
| --- | --- | --- | --- |
| ITT Publication | [Insert Date] | The Buyer | All Tenderers |
| Deadline for Tender Clarification Questions | [Insert Date] | Tenderers | The Buyer |
| The Buyer issues Final Clarification Questions Answers | [Insert Date] | The Buyer | All Tenderers |
| Tender Submission Deadline | [Insert Date] | Tenderers | The Buyer |
| Tender Evaluation | [Insert Date] | The Buyer | N/A |
| Moderation | [Insert Date] | The Buyer | N/A |
| Demonstrations  | [Insert Date] | The Buyer | N/A |
| Contract Award Notification and Standstill Period | [Insert Date] | The Buyer | The Tenderers |
| Contract Award | [Insert Date] | The Buyer | The Successful Tenderer |

**16. Format of Bids**

**16.1** Tenderers should present their proposals in the following format:

**16.1.1** Attachment 2 - Response Template

**16.1.2** Attachment 3 - Pricing Schedule

**16.1.3** Attachment 4 - Supplier Self Declaration

**[16.1.4** Any supporting attachments **(REMOVE IF NOT REQUIRED)**]

**[16.2** Tenderers will be expected to deliver a virtual presentation. Details of what should be presented is listed in Annex 1.**(REMOVE IF NOT REQUIRED]**]

**[16.3** Tenderers intending to submit a bid must be available to carry out the presentation on [Presentation Date]. As far as possible, tenderers’ staff delivering the presentation should be the same as the proposed team to deliver the service. **(REMOVE IF NOT REQUIRED]]**

**16.4** Whilst every endeavour has been made to give tenderers an accurate description of [insert the name of your organisation]’s requirement, tenderers should make their own assessment about the methods and resources needed to meet those requirements.

**17. Scoring Methodology**

**17.1** The following elements will be weighted as part of the evaluation process;

**17.2** [Insert the name of your organisation] (the “Buyer”) reserves the right to exclude any tenderer who scores below [insert minimum score] in any of the elements of the tender; **[DRAFTING NOTE]** You may wish to stipulate what the minimum acceptable score is for this tender. However, this is not a legal requirement and can be removed if required.

**17.3** Please refer to Annex 1 of this document for the tender questionnaire;

**[DRAFTING NOTE]** When you are completing the table below, ensure that your weightings and word limits reflect and are proportionate to your requirement. You may wish to apply higher weighting to and allow for a higher word limit for questions which are aimed to test the key requirements.

| **1. Quality** |
| --- |
| **#** | **Criteria** | **Weighting** | **Comments** |
| **1.1** | **QX -** *[insert question]* | X% | **World Limit:** X |
| [copy and insert above rows below if there is more questions involved in this response] |
| **2. Presentation [REMOVE IF NOT REQUIRED]** |
| **#** | **Criteria** | **Weighting** | **Comments** |
| **2.1** | **QX -** *[insert question]* | X% | **Time Limit:** Xhrs/mins |
| [copy and insert above rows below if there is more questions involved in this response] |
| **3. Social Value** |
| **#** | **Criteria** | **Weighting** | **Comments** |
| **3.1** | **QX -** *[insert question]* | X% | **World Limit:** X |
| [copy and insert above rows below if there is more questions involved in this response] |
| **4. Price\*** |
| **#** | **Criteria** | **Weighting** | **Comments** |
| **4.1** | **QX -** *[insert question]* | X% | **World Limit:** X |
| [copy and insert above rows below if there is more questions involved in this response] |

\* For the pricing element, the total marks available for price shall be *[insert X% weighting related to Price]*. The marks for price shall be calculated based on the lowest priced compliant Tender gaining the full *[insert X% weighting related to Price]* available with the remaining Tenders being allocated marks using the following formula (rounded to 2 decimal points):

| Score =  | Lowest Tender Price  | **x** % available  |
| --- | --- | --- |
| Tender Price  |

**18. Definitions**

**18.1** Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (ITT) shall have the following meanings (to be interpreted in the singular or the plural as the context requires).

**18.2** Any reference to a statute or statutory provision in this ITT:

**18.2.1** is a reference to such statute or statutory provision as amended, extended, consolidated, or re-enacted from time to time; and

**18.2.2** includes any subordinate legislation made under that statute or statutory provision, as amended, extended, consolidated, or re-enacted from time to time.

| **TERM** | **MEANING** |
| --- | --- |
| **“Buyer”**  | means [insert the name of your organisation]. |
| **“Contract”**   | means the contractually binding terms and conditions to be entered into by the Buyer and the successful Tenderer at the conclusion of this Procurement.  |
| **“Contract Deliverables”**  | means the Goods and Services and any associated technical data which the winning Tenderer is required to provide under the contract.  |
| **“Conflict of Interest (COI)"**  | means any circumstance or situation where relevant staff members of the Tenderer involved in this Procurement have, directly or indirectly, a financial, economic, or other personal interest which might be perceived to compromise their impartiality and independence in the context of the Procurement and/or affect the integrity of Contract award and any resultant Contract.  |
| **“EIR”**  | means the Environmental Information Regulations 2004 including where applicable any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to the EIRs |
| **“FOIA”**  | means the Freedom of Information Act 2000 and any subordinate legislation made under it from time to time including where applicable any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to it; |
| **“Invitation to Tender (ITT)”**   | means the document together with its attachments which the Buyer sends out to potential Tenderers to initiate participation in the competition.  |
| **“Prime Contractor”**  | means the single legal entity who will enter into the Contract as named in the Tender.  |
| **“Procurement”**  | means the procurement exercise detailed in this ITT.  |
| **“Services”**  | means the services to be delivered by the winning Tenderer under the Contract.  |
| **“Specification of Requirements”**  | Detail the technical requirements and acceptance criteria of the Contract Deliverables as set out in Attachment 1 – Statement of Requirements.  |
| **“Tender”**  | means all documentation submitted by the Supplier in response to the Invitation to Tender (including without limitation the Supplier’s response to any prequalification or qualification questionnaire or any clarification by the Supplier);  |
| **“Tender Submission Deadline”**  | means the final date by which Tenderers must submit their Tender as set out in Section 2 of this ITT and as may be amended from time to time by the Buyer.  |
| **“Tenderer”**  | means the economic operator or group of operators in the form of a consortium, including sub-contractors, who have been invited to submit a Tender to this ITT. Where “You” is used this means an action on the Tenderer.  |

**19. Disclaimer**

**19.1** Information contained in this ITT and any supporting information referred to herein or provided to Tenderers by the Buyer have been prepared in good faith. The Buyer does not warrant that this information is comprehensive or that it has been independently verified. Neither the Buyer nor its representatives accept any liability for the information contained in this ITT or shall be liable for any loss or damage arising as a result of this ITT.

**19.2** Any Tenderer considering entering into contractual relationships with the Buyer should make its own investigations and independent assessment of the Buyer.

**19.3** If having read the enclosed specification you decide not to submit a tender, I would be grateful if you could send your reasons (though you are under no obligation to do so) to [Insert buying Buyer email address] marked [Insert required subject for email].

**Annex 1: Evaluation Questions**

[insert all questions from section 17.3 as a summary into this section]