**Tendering Instructions, Terms and Conditions**

Tendering is required by RCVDA’s procurement processes that ensure that RCVDA is adhering to Managing Public Money guidelines. The Bidder is requested to propose a solution that will meet the current and future requirements of the Tees Valley Volunteering Consortium, as detailed within this tender pack.

**General**

RCVDA reserves the right, without prior notice, to change, modify, or withdraw the basis of its request and/or to reject all proposals and terminate negotiations at any time. In no circumstance will RCVDA incur any liability in respect of time, effort or costs incurred in regard to either discussions, meetings or time spent in respect of reviewing and/or responding to this document or any subsequent material.

This tender is not a purchase order or an offer to contract and does not constitute an offer capable of acceptance. This tender does not commit RCVDA or any official of it to any specific course of action. The issue of this tender does not bind RCVDA or any official of it to accept any proposal, in whole, or in part, whether it includes the lowest priced proposal, nor does it bind any officials of RCVDA to provide any explanation or reason for its’ decision to accept or reject any proposal. Moreover, while it is the intention of RCVDA to enter contract negotiations with the selected bidder, the fact that RCVDA has given acceptance to a specific bidder does not bind it or any official of it in any manner to the bidder. Acceptance of a proposal neither commits RCVDA to award a contract to any bidder, even if all requirements stated in this tender are satisfied, nor does it limit RCVDA’s right to negotiate in their best interest. RCVDA reserves the right to contract with a bidder for reasons other than the lowest price. Contract award will be post the tender process and may be awarded without discussions or negotiations.

The bidder shall be deemed to have examined before the submission of their bid submission, all the provisions in this tender as well as regulations and other information relevant to your bid submission, and to have fully considered the risks, contingencies, and other circumstances, which could affect the bid submission. The bidder shall be responsible for obtaining all information by the making of reasonable and prudent inquiries and, by prior arrangement.

By submitting a bid submission the bidder represents that it has read and understood the tender. The bidder will consider the contents of any submitted bid submission as an offer to contract.

Any attempt by bidders or their advisors to influence the contract award process in any way may result in the bidder being disqualified. Specifically, bidders shall not directly or indirectly, at any time:

* Revise or amend the content of their tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner or bidder;
* Enter into any agreement or arrangement with any other person as to the form or content of any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other tender;
* Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a tender;
* Canvass RCVDA or any employees or agents of RCVDA in relation to this procurement; or
* Attempt to obtain information from any of the employees or agents of RCVDA or its advisors concerning another bidder or tender; or
* Offer, pay, promise to pay, or authorise the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct themselves in a manner contrary to any anti-bribery or anti-money laundering legislation and/or regulations in the broadest sense (whether issued by the EU, the US, the UN or any other body) or any other such rule or legislation that may apply from time to time.

Bidders are responsible for ensuring that no conflicts of interest exist between the bidder and its advisors, and RCVDA and its advisors and partners.

RCVDA also reserves the right to cease discussions with any bidder from the date of submission of bidder tender.

Failure to meet a qualification or requirement in this tender will not necessarily subject a proposal to disqualification but may do so.

**Confidentiality and Non-Disclosure**

The information contained in this tender (or accumulated through other written or verbal communication) is confidential. It is for proposal purposes only and is not to be disclosed or used for any other purpose.

Information received by RCVDA in this tender will be held in strict confidence and will not be disclosed to any party, other than within RCVDA and their engaged consultants if appropriate, without the express written consent of the bidder.

RCVDA undertakes not to publicise any information obtained during this tender process, either generally or to any other bidders involved in the tender. Additionally, there will be no obligation on the part of RCVDA to share any of the results or conclusions of the tender process with any bidder.

As a responder to this tender, you are reminded of the need for confidentiality and the need not to divulge your actual or intended tender price or an approximation of that price to any other person or body until we notify you that the contract has been awarded.

**Accuracy of information and liability of RCVDA**

The information contained in this tender has been prepared by RCVDA in good faith but does not purport to be comprehensive or to have been independently verified. RCVDA does not accept any liability or responsibility for the adequacy, accuracy, or completeness of, or make any representation or warranty (express or implied) with respect to the information contained in the tender, or with respect to any written or oral information made or to be made available to any bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with RCVDA should make their own enquiries and investigations of RCVDA 's requirements. The subject matter of this tender shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this tender is, or should be, relied upon as a promise or representation as to the future, and RCVDA does not undertake to provide bidders with access to any additional information, or to update the information in this tender, or to correct any inaccuracies that may become apparent. RCVDA reserves the right, without prior notice, to change the procedures outlined in this tender or to terminate discussions and the delivery of information at any time before entering into an agreement.

Should there be any obvious typographical errors or misunderstandings in the tender documentation then clarification should be sought. However, if the response is found to misrepresent facts, the documents will be deemed void. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and costs incurred by us as a result of the determination shall be recoverable from the bidder under the contract.

**Cost of Preparation**

RCVDA will not accept any liability or responsibility for any costs incurred by the bidder in preparing this tender document or any associated work effort.

**Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by the bidder with any RCVDA agent or employee will be disregarded in any proposal evaluation or associated award.

**Independent Price Determinations**

The bidder shall warrant, represent, and certify that the following requirements have been met in connection with their proposal for this tender:

* The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organisation or with any competitor;
* Unless otherwise required by law, the pricing proposed has not been knowingly disclosed by the bidder on a prior basis directly or indirectly to any other organisation or to any competitor; and no attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

**Payments Against a Contract Award**

Under no circumstances shall the successful bidder begin to perform under the contract prior to the effective date of the contract. RCVDA shall assume no liability for payment of services under the terms of the contract until the successful bidder is notified that the contract has been agreed by both parties.

**Bidder Misrepresentation or Default**

RCVDA may reject the proposal and void any award resulting from this tender to a bidder who makes any material misrepresentation in their proposal or other submittal in connection with this tender.

**Amendments to the Tender**

RCVDA reserves the right to issue amendments or modifications to this tender during the tender stage. These will be amended on the RCVDA Website where the tender was originally advertised, and bids will be assumed to take account of any such modifications and amendments.

**Responding to the Tender**

In responding to this tender, the bidder you specifically agrees to the following:

* Having examined all parts of the tender that the supply of the Goods and/or Services to RCVDA will be at the rates/prices as provided. All prices must be quoted on the basis indicated in the accompanying documents, except where the bidder proposes alternative priced procedures, and should exclusive of VAT. Discounts for prompt payment should be stated. The basis of the price shall be inclusive of all costs and delivery to RCVDA.
* That any contract whatsoever that may result from this tender shall be subject to the laws of England and Wales as interpreted in an English Court.
* The prices quoted and all other information supplied in this tender are valid and open to acceptance by RCVDA for a period three calendar months from the tender return date specified in the tender.
* The essence of competitive tendering is that RCVDA shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, any response is declared to be a bona fide tender, intended to be competitive and that the bidder (or representatives) have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person.

The bidder declares that you have not done and undertake that you will not do any of the following acts:

* communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.
* enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted.
* offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

**Tender Timing, Scoring and Process**

The bidder must provide a full submission by email. Bids should be in Microsoft Word, Excel or PDF format.

The submission must be made to: peter.neal@RCVDA.org.uk

Emails should be titled “Tender brief for the creation of a technical specification for the Tees Valley Volunteering Platform”.

If multiple emails are sent the header should indicate, they are “Part x of xx”.

Bid submissions must be received no later than 9am 15th May**.** Any response received after this date and time may be discounted from further consideration. Any requirement that the bidder might have for proof of delivery is at the bidder’s discretion and cost.

No bid submission will be opened until the deadline as specified above**.**

To enable an efficient and fair evaluation process this process must be strictly adhered to. If a bidder does not comply with the requirements contained in this Section, RCVDA may (in its sole discretion) disqualify the bidder from the competition.

Bidders should send another email to request receipt of submission. RCVDA accept no responsibility for receipt of submissions and subsequent inclusion in review and evaluation, until RCVDA have confirmed receipt by sending a confirmation email (non-auto generated).

**Compliance**

The bid submissions will be checked initially for compliance with this tender and for completeness. Responses that are not substantially complete and/or compliant will be rejected.

The compliance criteria are as follows:

* Tender documentation received by specified deadline
* All relevant questions answered
* All relevant information provided
* Compliance with any specified timescales
* Signed Form of Tender

**Evaluation**

Bid submissions that pass the compliance checks will then be evaluated against the criteria specified below. During the evaluation period, RCVDA reserves the right to call for further information from bidder(s).

The bid submissions will be evaluated according to the following criteria, to determine the highest scoring responses:

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Element of Evaluation** | **Max Score Available** |
| **Quality** | Fit for purpose and meeting all points on the technical specification. | 35 |
|  | A track record of successful technical specification development leading to project development and implementation. | 20 |
|  | Suitability of the team to provide the required technical specification | 15 |
| **Cost** | Initial technical specification cost | 30 |
|  |  |  |
|  | **Total** | **100** |
|  |  |  |
|  | **Minimum Quality Score threshold (60%)** |  |

Only information provided as a direct response to this tender will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Supplementary documentation may be attached where you have been directed to do so. All sections must be answered unless advised otherwise.

In order to protect the quality of any procurement, any tender response that scores below the minimum quality score threshold will not be considered.

**Bidder Interviews**

Following the deadline for bid submission, RCVDA will evaluate and score each bidder’s submission against the evaluation criteria. Bidders may be invited to attend an interview to discuss the content of their written bid. A maximum of 3 bidders will be invited to interviews. Any bidder with a submission score greater than 20% behind the highest score will not be interviewed.

The post tender interviews will be held on the date as agreed with relevant bidders. Notification will be sent to those bidders invited to interview.

**Bid Requirements**

This section provides bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which bidders must comply when submitting bids in order for their bids to be considered by RCVDA. The process is intended to:

* assist RCVDA in choosing the most economically advantageous bid;
* make clear the requirements with which bidders must comply and the basis on which the bids will be evaluated; and
* maintain competition throughout.

If a bidder does not comply with the requirements contained in this Section, RCVDA may (in its sole discretion) disqualify the bidder from the competition. Bids should be as concise as possible, whilst providing sufficient information to enable RCVDA to evaluate bids in accordance with this tender.

The bidder is required to prepare the proposal and pricing based on the requirements specification detailed in this document. Any assumptions that the bidder makes must be clearly stated in the appropriate section.

The costs must be fully itemised and transparent.

If the bidder has additional information that is directly relevant to the stated requirements but not explicitly requested, this may be added to the end of the most appropriate section under the heading “Additional Information” or referenced out to appendices.

Failure to return all of the requested documentation may result in your tender not being considered further.

This document details baseline requirements for the solution. This is not meant to be an exhaustive list of requirements, but it will however serve to identify suitable solutions and bidders. RCVDA reserves the right to modify its requirements at any time.

## **Management Summary**

The bidder must provide a concise management summary of their offering, including the following:

1. A brief overview of the proposed solution including reference to any partners and third parties.
2. Reasons why RCVDA should choose the proposed bidder and solution.
3. Summary of the bidder’s commercial offer.

## **Company Background**

### **Company Details**

The bidder must provide the following information:

1. The registered name and address of the company
2. Details of any holding companies
3. The date the company was established
4. The main activities of the company
5. Insurance details (Professional Indemnity cover, Employers Liability cover, IPR cover)
6. Company accreditations (professional body accreditations and trade body accreditations but excluding awards)
7. Certifications and last audit dates, e.g. ISO9000 / 9001
8. Details of the team involved in the delivery of the tender and their relevant experience.
9. Quality assurance mechanisms employed by the bidder
10. Any third-party involvement and the nature of that involvement related to the deliver of the technical specification.

### **Relevant Experience & Performance**

The bidder must provide evidence of previous experience in relation to expertise required and performance in completing past projects to the required standards. Provision of one referee that may be contacted to evidence your work:

1. Client name and address
2. Description of solution provided
3. Key contact name, title, and contact information
4. Length of the supply relationship
5. Relevance to this tender
6. Size and duration of project
7. Role of the tenderer
8. Performance, in relation to time, budget, claims, project management and value of the solution.

RCVDA undertakes not to contact any reference company without arranging such contact via the bidder’s lead contact first.

### **RCVDA Procurement Protocol**

As part of the RCVDA Procurement protocol and procedures, RCVDA expect suppliers to uphold similar business standards, particularly in relation to sustainability, ethics and the Modern Slavery Act.

### **Timetable**

Please note that the project must be completed by 31st July 2024 at the latest.

Bidders should present a detailed timetable for planning, installation and completion for the project as a whole, indicating how this date will be achieved.

## **Contractual Considerations**

The bidder must provide a copy of their standard Terms and Conditions for the proposed services.

**Costs**

A full breakdown of all costs is to be provided. Please provide details of any potential extra costs. We anticipate that this work should take between 5-10 days to complete.

**Summary of Documents to be returned as part of Submission**

Bidders are required to provide the following completed documents as part of their tender return, if a bidder fails to return the below items the tender submission will be considered invalid:

* + 1. Pricing document - cost breakdown
    2. Management summary answers
    3. Confirmation of delivery dates/Programme
    4. Detailed specification of proposed brief
    5. Standard terms and conditions