

An Open Framework for Skills Development for Hampshire 2023-2033

Award Stage Guide



Tender Procedure

1. Tendering Procedure

- 1.1 Suppliers must read and abide by the Tendering Rules set out in this document and those of the Open Framework under which this tender is run. Failure to do so may result in the Supplier's submission being disqualified.
- 1.2 Tenders must be completed and submitted via the Authority's online tendering portal In-Tend as per the deadlines stated in the Tendering Timetable set out in the tender documents.
- 1.3 The Authority will endeavour to adhere to the Tendering Timetable published for the call-offs but will not incur any liability whatsoever for any changes that become necessary. Any changes to the Tendering Timetable shall be notified to Suppliers as soon as is practicable.
- 1.4 Tender submissions should consist of the completed and properly signed documents requested in the mini-competition documents. These may include documents such as the following listed below. However, the required return documents will be listed in the tender documents for each opportunity.
 - 1) Price Information
 - 2) Other Standard Forms where applicable
 - a. Form of Tender
 - b. Non-Collusion Certificate
 - c. Sub-contractors form
 - d. Freedom of Information Declaration
 - 3) ITT Award Stage Questionnaire (if applicable)
- 1.5 Tenders which do not include all of the requested and completed documentation, may be disqualified.
- 1.6 Where issued the required Standards Forms (Form of Tender, Non-Collusion Certificate, Sub-Contractor form, FOI Form and Data Protection form) should be uploaded as part of your tender submission. If you are bidding as a Consortium, these documents should be completed and signed by the lead Consortium Party on behalf of the Consortium.
- 1.7 Suppliers are advised to read all the call-off documents thoroughly to ensure that all the Authority's requirements are addressed. The Supplier must obtain for themselves all the information necessary for making a tender submission and entering into a Contract by

considering all the tender documents with regard to the nature of the Authority's requirement. Suppliers will be deemed to have fully acquainted themselves with the extent, nature of the Services and any minimum requirements before submitting a tender.

2. Tender Clarifications

- 2.1 All clarification questions relating to this tender must be submitted via In-Tend no later than the deadline set out in the Tendering Timetable. Questions submitted and their responses will be published as soon as possible to all Suppliers.
- 2.2 The Authority reserves the right (but shall not be obliged) to seek clarification of any aspect of a tender during the evaluation phase. Any such requests must be responded to promptly.
- 2.3 All clarification questions must be communicated through the In-Tend portal. Any clarification questions received by other means will not be responded to.
- 2.4 The Authority will issue its response to each question to all Suppliers via a Clarification Log published on the In-Tend portal.
- 2.5 If a Supplier wishes the Authority to treat a clarification question as confidential and not provide a response to all Suppliers it must state this when submitting the clarification question. If, in the Authority's opinion, the clarification is not confidential then the Authority will inform the Supplier and give the Supplier the opportunity to withdraw it. If the clarification is not withdrawn then the response will be published to all Suppliers.
- 2.6 Suppliers must not rely on any communication from the Authority in respect of this tender unless they are made in accordance with this ITT guidance.

3. Tender Evaluation

- 3.1 The outcome of the tender will be decided using the evaluation methodology and scoring approach as detailed in the tender documents.

4. Completion Instructions

- 4.1. When completing the In-tend ITT Award Stage Questionnaire only provide information which relates to the supplier/organisation which, if successful, would contract with the organisation seeking the services 'the Authority'.
- 4.2. 'Supplier' means the body completing these questions i.e. the legal entity who is responsible for the information provided in the tender submission. The 'Supplier' is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 or successor legislation and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

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- 4.3. With regard to completion of this Questionnaire on behalf of a Consortium, please ensure you refer to the section Consortia Arrangements below.
 - 4.4. Please consider and answer all appropriate questions. Each procurement project can generate a great deal of interest from potential suppliers, so please ensure that you follow the requirements of the mini-competition/e-auction and complete and submit the required information. Failure to do so may result in your application either being excluded for not meeting the stated requirements/standards or not achieving as high a score as possible.
 - 4.5. Suppliers are reminded that the eligibility requirements apply to the procurement process at all times. In particular, these include the provisions set out in Regulations 57 and 58 of the Public Contracts Regulations 2015 and any equivalent successor legislation and the minimum standards set out in the DPS ITT Selection Questionnaire that was completed when applying to the DPS.
 - 4.6. Any change in the eligibility of a Supplier as set out above must be notified immediately to the Authority in writing and may result in that Supplier being disqualified from any further participation in the mini-competition/e-Auction process or the Framework. The Authority will consider the nature of the change and compliance with the Public Contract Regulations 2015 and any successor legislation before determining whether the Supplier may continue to participate in the procurement process.

5. Subcontractors

- 5.1 If allowable as part of the requirements for the tender, the names of all sub-contractors which the Supplier(s) proposes to employ shall be made known to the Authority and included in the sub-contractor form (Annex 4c). Please note, in some instances, sub-contracting may not be permitted – this will be confirmed in the tender documents.

6. Consortia Arrangements

- 6.1 The Authority recognises the opportunity for organisations/businesses to form consortia for the purposes of tendering. In all cases a single ITT submission on behalf of the consortium is required. The Authority does not require separate submissions from each consortium member.
- 6.2 The Authority is unable to provide any advice to organisations/businesses on the forming and setting up of consortia and therefore your business/organisation should instead seek (where appropriate) its own independent advice on this matter.
- 6.3 The Authority may require further evidence regarding the structure and operation of your proposed consortium arrangements. This may include but not necessarily be limited to joint working agreements, memorandum of understanding, and governance

arrangements. Failure to provide this evidence may lead to your submission being excluded.

- 6.4 In the case of a consortium which is intended to be jointly and severally liable (e.g. a new legal entity) the Authority will consider evidence/information from any of the relevant consortium members to any of the questions, within the single submission.
- 6.5 In the case of all other forms of consortia which are not jointly and severally liable, the Authority may consider evidence/information from each of the relevant consortium members relating to all questions in this Award Stage competition.
- 6.6 It is recognised that arrangements in relation to consortia may be subject to future change. Your response should reflect the arrangements as they are currently envisaged. You must immediately notify the Authority of any proposed changes to your consortium membership or structure. The Authority will review and consider the changes and will assess what impact this has on your tender submission. Please note that the Authority reserves the right to exclude your tender submission at any point during a tender process based on these changes.

7. Order of Evaluation

- 7.1. Evaluation of ITT Mini-competition submissions will take place in the following order:
 - 1) Evaluation of any Pass/Fail elements. If a Supplier scores a Fail on any Pass/Fail elements (this will include all relevant minimum standards including financial standing), then that Tender will be excluded and no further evaluation of it will take place. If your Tender receives a Pass score on all Pass/Fail elements; then
 - 2) Evaluation of responses of the ITT Mini-competition quality responses (if any) and any Pricing Schedule will take place. Evaluation of these responses will be undertaken in accordance with the relevant methodology set out in the mini-competition documents; then
 - 3) Determination of the winning Supplier in accordance with the relevant methodology set out in the mini-competition documents.
- 7.2. If at any stage a Tender is excluded based on the methodologies set out in the mini-competition documents, then that Tender will not be evaluated further and will not be considered when determining the winning Supplier.
- 7.3. At any stage of the evaluation process the Authority reserves the right to, but is not obliged to:

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- a) Clarify any response or any part of any response with the relevant Supplier in line with regulation 56(4) of the Public Contracts Regulations 2015 or its successor equivalent.
 - b) Take steps to satisfy itself as to the sustainability of any Tender which appears, in the Authority's sole opinion, to be Abnormally Low, as per Regulation 69 of the Public Contracts Regulations 2015 (for further details see Abnormally Low section further below).

8. Due Diligence Process

- 8.1. Prior to any award of contract, the Authority reserves the right to undertake a due diligence process on the potential winning Supplier and their Tender. The purpose of this process is to enable the Authority to satisfy itself that the Supplier has the necessary capacity and capability to deliver as per their tender submission.
- 8.2. Where a due diligence process identifies that a Supplier is not able to substantiate commitments made in their tender submission, the Tender may be re-scored accordingly.
- 8.3. Should the new score result in that Tender no longer being the winning score, the Supplier will be notified and a new potential winning Supplier identified.
- 8.4. The Authority is not obliged to undertake this process but where it chooses to do so with the first potential winning Supplier it will do so with any and all subsequent potential winning Suppliers.

9. Evaluation

- 9.1. The full evaluation methodology will be set out in the mini-competition documents.
- 9.2. The winning Supplier will be the Supplier who:
 - a) Submits appropriately signed Standard Forms (in Appendix); and
 - b) Obtains a Pass for all Pass/Fail Mini-Competition elements; and
 - c) Has the highest overall tender score and/or lowest price (or lowest price per quality point) depending on which award stage evaluation methodology is being used at the time. This will be fully explained in the mini-competition at the time.
- 9.3. As set out above, the Authority reserves the right to undertake a due diligence process on the winning Supplier's tender submission prior to the award of any contract.

10. Submission of Tenders

- 10.1. Tenders must meet the minimum requirements, operate as a standalone bid and must not be dependent on any other bid or any factors external to the Supplier itself - the Tender must be capable of acceptance in its own right.

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- 10.2. Tenders must be submitted via the electronic tendering portal at <https://intendhost.co.uk/hampshire/>
- 10.3. Suppliers should note that the Authority's IT systems are not capable of opening and handling all types of files. To avoid any compatibility issues it is recommended that only the following file types are submitted:
- a) Microsoft Office (e.g. .doc, .docx, .xls, .xlsx, etc), or an equivalent file type capable of being opened by Microsoft Office.
 - b) PDF files (.pdf)
 - c) Web files (.htm, .html)
 - d) Images (.gif, .jpg, .png, .bmp, etc)
- 10.4. Suppliers should also note that at certain times of day, especially between 12:00pm and 2:00pm, the portal can become busy, potentially resulting in slow upload times.

11. Call-off Contract Terms

The Call-off Terms and Conditions applicable to opportunities through the framework are provided in Annex 3b of the Framework documents published. Additional terms and conditions, as required by the nature of the requirements/funding source, may also apply at individual call-off stage and these will be noted in the call-off documents where appropriate.

- 11.1. Suppliers are strongly advised to satisfy themselves as to the content and nature of the Terms and Conditions of Contract and satisfy themselves as to their acceptability to their organisation. If necessary, Suppliers are advised to seek their own independent legal advice. The Authority is not able to provide such advice.
- 11.2. By submitting a tender, Suppliers are agreeing to be bound by the terms of the ITT and the contract without further negotiation or amendment. There will be no negotiations on the Terms and Conditions of Contract either as part of the negotiation stage or post-tender. Suppliers are advised to seek their own independent legal advice if there is anything in the contract terms and conditions which they are unsure of.
- 11.3. This Invitation to Tender including the Call-off Terms and Conditions together with the Supplier's submission and any other special terms and conditions (e.g. Grant funding conditions as applicable) will form the basis of the agreement which is entered into between the Authority and the Supplier if it is successful. Therefore before responding a Supplier should satisfy itself by legal and managerial review at the appropriate level that the form and content of the documents including its responses are suitable for incorporation into a legally binding document.

12. Warnings & Disclaimers

- 12.1. Neither the issue of an ITT nor any of the information contained therein should be regarded as a commitment or representation on the part of the Authority (or any other person or organisation) to enter into a contractual arrangement.
- 12.2. Suppliers are advised to carefully read all the documentation contained in each Invitation to Tender, to ensure they are fully aware of the nature and extent of the obligations to be accepted by a Supplier if its tender is successful. No later claim for alleged lack of knowledge of the conditions, specifications and documentation will be considered.
- 12.3. While the Authority believes the information contained in the ITT and Appendices to be correct at the time of issue, neither the Authority nor its advisors will accept any liability for its accuracy, adequacy or completeness. No express or implied warranty as to such is provided.
- 12.4. This exclusion of liability extends to any statement, opinion or conclusion contained in or any omission from the ITT (including its Appendices) and in respect of any other written or oral communications transmitted to any Supplier.
- 12.5. The Supplier's organisation shall be deemed to have satisfied itself before submitting a tender as to the correctness and sufficiency of its tender, including all rates and prices which shall (except as otherwise provided for) cover all its obligations under the contract.

13. Confidentiality & Freedom of Information

- 13.1. The ITT is made available on the condition that its contents (including the fact that the Supplier has received the ITT) is kept confidential by the Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Supplier to submit a tender.
- 13.2. The Authority is subject to the provisions of the Freedom of Information Act 2000 ("FOIA"). The Act, as from 1 January 2005, provides that anyone can ask the Authority for any information held by it, or on its behalf and, unless an exemption applies, the information must be supplied. This means that all the information which a contractor has provided and may provide in future to the Authority will be subject to the Freedom of Information Act 2000.

14. Identification of Commercially Sensitive Information within a tender – FOI Appendix

- 14.1. Where the Authority is required to consider whether any information contained therein should be disclosed further to the FOIA, it will be necessary to consider whether any exemption applies. Where the Supplier considers that any specific parts of the

information contained in its Tender is subject to any exemption, this shall be stated in the FOI Appendix which should be submitted as part of the Tender. The Authority will consider, but not be bound by, the information contained within this form, when responding to any related FOI request.

- 14.2. The attention of Suppliers is drawn to Section 43 of the FOIA which provides that information is exempt information if it constitutes a trade secret, or if its disclosure would, or would be likely to, prejudice the commercial interests of any person (including the Authority). Suppliers are further advised that, if this exemption applies, it will then be necessary for the Authority to determine whether the public interest in maintaining the exemption outweighs the public interest in disclosing the information.
- 14.3. If the Authority receives a request under the Act, which involves information provided in an application the Authority may, consult with you. However, the Authority has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the Authority has up-to-date contact details and that the contact is able to respond to a request quickly. If a quick response cannot be provided, the Authority may have to make a decision without your input.
- 14.4. Further information about the Act and a copy of the code of practice are available from the Information Commissioner's website at:

http://ico.org.uk/for_organisations/freedom_of_information

Tender Rules

All Suppliers must read and abide by the following rules. Failure to do so may result in your tender being excluded.

15. The Authority's Rights

- 15.1. The Authority may waive or change the requirements set out in the ITT at any time without prior (or any) notice being given.
- 15.2. The Authority may disqualify any Supplier who does not submit a compliant tender in accordance with the instructions contained in the ITT.
- 15.3. The Authority may disqualify any Supplier who, in the Authority's reasonable opinion, has committed material misrepresentation in relation to this tender.
- 15.4. The Authority may make whatever changes it sees fit to the timetable, structure or content of the procurement process.
- 15.5. The Authority may withdraw the ITT at any time, or re-invite Suppliers on the same or any alternative basis.
- 15.6. The Authority may terminate the procurement process at any time and for any reason without awarding a contract.
- 15.7. The Authority may reject and disqualify any Supplier at any time prior to a contract being entered into where there has been a change in identity or control of the Supplier such that in the Authority's reasonable opinion the Supplier is no longer the same entity as was originally selected to participate in the tender process.

16. Tender Submission Deadline

- 16.1. Responses to the ITT must be submitted through In-Tend by the deadline date shown in the call-off mini-competition documents.
- 16.2. Without exception, any tender received after the stated deadline will not be opened or considered.
- 16.3. The Authority may, in its absolute discretion, extend the deadline for submission prior to the date for tender return. In such circumstances the Authority will notify all Suppliers of the change.
- 16.4. In the event of an unexpected issue or event having an impact on the tender deadline, the Authority may in its absolute discretion extend the deadline by such time as it sees fit and will inform Suppliers accordingly.

17. In-Tend Communication

- 17.1. All correspondence/communication regarding any tender via this framework must be conducted via the In-Tend portal.

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- 17.2. If any supplier makes contact with an officer or agent of the Authority relating to the tender, outside of the In-tend portal, the Authority reserves the right to disqualify the supplier from the tender process.
 - 17.3. The Authority recommends Suppliers ensure their In-Tend accounts are kept up to date and suitably monitored for communication at all times, particularly during the tender submission and evaluation periods.
 - 17.4. The Authority will not extend any deadline, accept any late submission or any form of liability due to a failure of a supplier to monitor In-Tend correspondence or maintain correct contact information.

18. Word Limits & Attachments

- 18.1. Where a word/character limit has been indicated for a specific response, the system will not allow you to exceed this limit so please be careful where cutting and pasting information into the response box.
- 18.2. Where word limits apply, the use of the forward, back slash, dash or hyphen (/,\ or -) symbols should be kept to an appropriate minimum (i.e. words that are commonly hyphenated only). The use of symbols should not be used to join words together and reduce word count. Where Suppliers consider they need to use one of these symbols they are required to insert a space before and after the symbol used (e.g. 'big/small' would be noted as 'big / small'). Where Suppliers do not use the described format in their submission, the Authority will add spaces before and after the symbols used before carrying out any word count and any words subsequently found to be over the limit will be disregarded from the evaluation.
- 18.3. Where a word limit is stated for a question response, Suppliers must keep to the stated limit. Any additional text in excess of the stated word limit will be removed from the submission prior to evaluation and will not be considered.
- 18.4. Any additional material necessary to support a tender which has been requested must be included as clearly labelled attachments and referred to in the main body of the Supplier's response. Please refer to In-Tend guidance about browsing to, and adding, documents to your tender return. Any such schedules or attachments must be kept to the minimum required to support the Tender.
- 18.5. Any schedules or attachments which contain additional portions of a Supplier's main response to a Tender Questionnaire question (not an evidence document) will be included in the word count for that question. Where such a schedule or attachment or part of it, takes the Supplier's response over the word limit for that question, then the excess text will be removed from the submission prior to evaluation and as such will not be considered or scored.
- 18.6. Evidence documents and attachments such as licences or insurance etc. will not be included within a word count for a question.
- 18.7. Suppliers must not include with their submission any additional material which has not been requested. This includes (but is not limited to) standard policies, marketing materials, publicity materials, etc. Such information will not be evaluated.
- 18.8. Suppliers must not make cross-references between questions in order to include additional points in the response to one question which have already been made in another. Any such cross- references will not be considered. Suppliers are advised to

ensure that all the points they wish to make in response to a particular question are made within the response to that question.

19. Abnormally Low Tenders

- 19.1. Tenders which include a price or prices which appear, in the Authority's opinion, to be abnormally low given the requirements in question will be investigated.
- 19.2. The Authority will approach any Supplier submitting an abnormally low tender to ensure that the Supplier is aware that their pricing is abnormally low and to establish if the Supplier is nevertheless confident that they are still able to deliver the requirements for the price submitted.
- 19.3. The Authority reserves the right to disqualify any abnormally low tender where the Supplier either does not respond to clarification or is unable to provide reassurance as to the sustainability of their prices as tendered.

20. Language & Currency

- 20.1. Your submission, including all responses and supporting documentation, must be completed in English and drafted in accordance with the ITT.
- 20.2. All currency amounts, including on insurance documents, must be expressed in Pounds Sterling and be **exclusive of VAT**.

21. Tender Format

- 21.1. All tenders must be submitted electronically via the In-tend system. The Authority will not accept submissions by any other method unless expressly requested in exceptional circumstances.

22. Tender Acceptance Period

- 22.1. Tenders should remain valid for acceptance for 90 days unless a specific period has been stated in the mini-competition documents which overrides this section.

23. Qualified & Variant Tenders

- 23.1. Unless otherwise expressly stated in the mini-competition documents, the Authority will not accept qualified tenders.
- 23.2. Any tenders which contain qualifications of any sort, particularly those relating to price, performance or the Authority's requirements as set out in the mini-competition documents, may be disqualified unless the Supplier agrees to withdraw the qualifications.
- 23.3. Any Supplier who has submitted a qualified tender will be contacted via the In-Tend portal and given a strict deadline by which time they must agree to withdraw the qualification(s) in the tender. If the Supplier does not respond by the stated deadline this

will be taken as a refusal to withdraw the qualification(s) and the tender may be disqualified.

- 23.4. Variant tenders which do not conform to the Authority's requirements and the terms of the mini-competition may be disqualified.

24. Signatures

- 24.1. Where the Supplier is a company, signature requirements are as set out in the Companies Act 2006, whereby two signatures are preferred from duly authorised representatives of that company.
- 24.2. Where the Supplier is a partnership all partners should sign. Alternatively, a single partner may sign if that partner has the Authority to sign on behalf of his/her partners, which must be stated with the signature. The trading name of the partnership must be provided.
- 24.3. Where the Supplier is a sole trader, s/he should sign and give his/her name in full with the name under which s/he is trading.
- 24.4. Where the Supplier is not a company, partnership or sole trader then signatures must be provided by a person or persons who have the Authority to legally bind their organisation and must state that they have such Authority with the signature(s).

25. Conflicts of Interest

- 25.1. Any attempt by any Supplier or its advisors, employees or representatives to influence a tender process in any way may result in the Supplier being disqualified.
- 25.2. Suppliers are responsible for ensuring no conflict of interest arises between itself and its advisors and the Authority and its advisors. Where such a conflict may arise the Supplier must draw the Authority's attention to it.
- 25.3. Where the Supplier fails to draw the Authority's attention to a potential conflict of interest the Supplier may be disqualified.
- 25.4. Where a conflict of interest cannot be resolved the Supplier may be disqualified.

26. Costs

- 26.1. The Authority shall not be liable for any costs incurred by the Supplier in connection with their participation in any procurement process via this framework, including where the process is terminated or amended by the Authority.

27. Canvassing

- 27.1. Any Supplier who directly or indirectly canvasses any member, officer, employee or representative of the Authority concerning the procurement of the Contract for the provision of services or who directly or indirectly obtains or attempts to obtain information from any such member, officer, employee or representative concerning this or any other tender shall be disqualified.

28. Effect of Disqualification

- 28.1. The Supplier will be informed of the disqualification at any stage of the procurement process and the reason(s) for it at the earliest opportunity.

29. Acceptance of Tenders and Voluntary Standstill

- 29.1 Following each call-off, where a number of tenders were received, and not all suppliers were successful, those who were unsuccessful will receive a system notification of this. Detailed feedback as to why the supplier was not successful is not required to be provided, but the Authority, at its sole discretion, may choose to do this at any time to assist suppliers in improving their future bids, however it is not required to do so.
- 29.2 A Standstill period is not required for call-offs via a framework. However the Authority, at its discretion, may choose to implement a standstill/award notification period for any call-off between notification to Suppliers of that decision and the date when the acceptance is issued.
- 29.3 If followed, notification of the decision will be issued on behalf of the Authority to all Suppliers. The notification will include those criteria associated with notification (standstill) letter requirements as set out in the Public Contract Regulations or an equivalent successor provision.
- 29.4 At the end of the standstill period, provided that there has been no judicial Interruption of the decision in the form of an order from a court of competent jurisdiction, that either the decision should be set aside or its implementation suspended pending a hearing on the matter, the Authority may proceed to issue a letter of acceptance to the successful Supplier(s)