Met Police logo

Invitation To Tender Pack

*Open Procedure*

***Instructions for Bidders and Procurement Overview***

Sourcing Event: The Maintenance of Firing Ranges and Firing Equipment Including Statutory Inspections

Tender Notice Reference Number: 2094

Response required by: 17th October 2025

**Bidder Name:**

**Date:**

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Introduction

1. This Procurement is being conducted in accordance with the Procurement Act 2023 using the *Open* Procedure. This document **“Invitation to Tender Pack- Instructions for Bidders and Procurement Overview”** describes:

* how the Procurement will be conducted
* contents of the Tender pack, and how to access the associated documents attached
* details of the associated Procurement timetable
* conditions of participation
* award criteria
* how to respond to this opportunity

**Suppliers are strongly encouraged to read this document in full before preparing their submission.**

1. This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement.
2. Please read this document carefully, as failure to comply with this document may result in exclusion from the Procurement and/or the rejection of any submission.
3. This document should be read in conjunction with the Tender Notice and any other Procurement documents, including appendices/annexes, which have been made available at this stage of the Procurement.
4. **Please read and ensure compliance with the Procurement terms and conditions contained in Appendix A.**
5. Common terms and expressions shall have the meanings ascribed to them in the glossary in **Appendix B**.
6. All references to a ‘section’ are to a section in the Act unless otherwise stated.
7. All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document, or the Tender Pack, unless otherwise stated.
8. All dates and times within this document shall be interpreted in accordance with the United Kingdom time zones applicable at the date of the Procurement (i.e. GMT/BST).

Introduction to the Metropolitan Police Service, a New Met for London

1. The Metropolitan Police Service (MPS) polices 620 square miles and serves more than eight million people across one of the world's most dynamic and diverse cities. Subsequently, the MPS spends over £1billion GBP each year on a diverse range of goods and services and we aim to procure them in the most cost effective and compliant way, whilst often satisfying urgent operational needs.
2. The MPS procures goods and services, in line with Public Contract Regulations (the Procurement Act 2023). The MPS contract awards on behalf of its ultimate contracting “Authority”, the Mayor’s Office for Policing and Crime. Whilst MOPAC is the Contracting Authority, all goods and services as part of the MPS’ contracts, are supplied to the MPS and serve MPS’ operations.
3. The MPS is currently undergoing large-scale transformation, as part of a [New Met for London](https://www.met.police.uk/notices/met/a-new-met-for-london/). This plan embraces the unique and ever-evolving challenge of policing London, with more trust, less crime and high standards.
4. To deliver a New Met for London, there are more opportunities than ever for Suppliers to get involved with making London the safest global city, in a time of unprecedented change within the UK's largest police service.
5. The MPS is committed to delivering social value through its contracts, in order to serve its communities, and as part of working with the MPS, we want Suppliers that will collaborate with us to drive tangible social value outcomes for Londoners. We are committed to ensuring that we work with SMEs and VCSEs across our contracts, and dismantle barriers in our procurement processes, in order to ensure a level playing field for all Suppliers.

Overview and Scope of the Requirement

1. The Authority is tendering for the Maintenance of Firing Ranges and Firing Equipment Including Statutory Inspections to the MPS, with suitably capable Bidder(s), to award a contract via the Open procedure. The table below outlines the high-level overview of the requirement. For the full details of the requirement, please refer to **Annex A- Statement of Requirements.**

Table 1a: Overview of the requirement

|  |  |
| --- | --- |
| **Scope of requirement:** | The Maintenance of Firing Ranges and Firing Equipment Including Statutory Inspections |
| **Contract value (including VAT):** | £2,703,600 |
| **Any applicable extension periods:** | 2+2 Years. |
| **Any options applicable to the contract:** | Optional extension years beyond the initial 3-year term. |
| **Description of any and each applicable lot:** | There are no Lots. |
| **New Met for London objective which this contract supports:** | High Standards for the Metropolitan Police in London. |
| **National Policy Procurement Statement mission which this contract delivers:** | Encouraging innovation and the development of new technologies in line with the Industrial Strategy. |

Preliminary Market Engagement

1. In preparation for taking this requirement to market, the following Preliminary Market Engagement exercises were conducted outlined in Table 1b, prior to the publication of the Tender Notice.

Table 1b: Preliminary Market Engagement Table

|  |  |  |  |
| --- | --- | --- | --- |
| **Preliminary Engagement Exercise Subject and Format** | **Date of Exercise** | **Outputs/Outcomes of Exercise** | **Further Information** |
| UK3: Planned procurement notice - Procurement Act 2023 | 10th April 2025 | N/A | Notice identifier: 2025/S 000-024660 |

1. In accordance with section 18 (2) of the Act, the duty to consider dividing this requirement into lots has been considered.

Procurement Process

1. **This procedure will be conducted in one stage.** This is split into three (3) stages which are described in more detail below.

**Invitation to submit a tender**

1. The procurement process commenced with the issuing of a Tender Notice and the publication of this document.
2. The Supplier must respond to the Invitation to submit a Tender, by submitting all the necessary documents as found in **Annex D- Form of Tender,** by the Procurement Timetable as set out in this document.
3. The Authority will confirm that neither the Supplier, nor any related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors are listed on the Cabinet Office debarment list. To the extent that any such entities are listed on the debarment list, the Authority will consider whether to exclude the Supplier from participating in the Procurement in accordance with its obligations under the Act.
4. In addition, the Authority will consider whether any Supplier or related persons within its corporate group, associated persons relied on to meet the conditions of participation, or proposed sub-contractors are excluded or excludable Suppliers, and before the Authority determines that a Supplier is an excluded or excludable Supplier, it will provide the Supplier reasonable opportunity to make representations and provide evidence as is proportionate in the circumstances. If the Supplier is an excluded or excludable Supplier only by virtue of an associated person or proposed sub-contractor, the Authority will notify the Supplier of its intention to exclude the Supplier and provide the Supplier with reasonable opportunity to replace the associated person or sub-contractor. If as a consequence of this process the Authority excludes the Supplier from participating in the Procurement or is aware of an associated person or sub-contract having been replaced, it will give notice of this fact within 30 days of its decision to the Procurement Review Unit (PRU).
5. The Authority will then consider the Supplier’s response to Part 3- Conditions of Participation, ensuring they meet all the necessitated Conditions of Participation (Legal, Financial and Technical). Responses to any Conditions of Participation will be assessed in accordance with the selection process and any selection criteria as set out in the Tender Notice, Part 3- Conditions of Participation and as described in this document.
6. Following the confirmation that the Supplier meets the Conditions of Participation required, the Authority will assess tenders from Suppliers that meet these conditions in accordance with the assessment process and Award Criteria set out in the Tender Notice and described in this document.
7. The Authority will conduct an assessment of all tenders in order to identify the Supplier which has submitted the most advantageous tender in accordance with the assessment methodology and Award Criteria set out in the Tender Notice and described in this document. In carrying out this assessment, the Authority will disregard any tender from a Supplier that does not satisfy the conditions of participation. The Authority may also disregard a tender:
8. from a Supplier that is not a United Kingdom Supplier or a treaty state Supplier or that intends to sub-contract the performance of all or part of the Contract to a Supplier that is not a United Kingdom Supplier or a treaty state Supplier; or
9. if the tender breaches a procedural requirement set out in the Tender Notice or associated tender documents; or
10. if the tender offers a price that the Authority considers to be abnormally low for the performance of the Contract. Where the Authority considers that a price offered by a Supplier in its tender is abnormally low, the Authority will notify the Supplier and give the Supplier reasonable opportunity to demonstrate that it will be able to perform the contract for the price offered. The Authority will only disregard the tender if the Supplier cannot satisfactorily demonstrate that it will be able to perform the Contract for the price offered.
11. Once the assessment has concluded, the Authority will provide an assessment summary to all Suppliers that submitted tenders to:
12. inform them whether they have been successful in being awarded the Contract
13. provide an explanation of the assessment of the Supplier’s tender against the relevant award criteria, in accordance with the requirements of the Act
14. where different to the Supplier concerned, provide information in respect of the most advantageous tender submitted, including details of the assessment of this tender against the relevant award criteria and the Supplier’s name
15. Once the assessment summaries have been provided to the Suppliers that submitted tenders, the Authority will also publish a contract award notice on the Central Digital Platform to commence the mandatory standstill period.
16. Subject to completion of the mandatory standstill period, the procurement will end with the Authority entering into the Contract with the preferred Supplier and publication of a Contract Details Notice on the Central Digital Platform (within 30 days of the date on which the Contract is entered into). Where appropriate, a copy of the Contract may also be published on the Central Digital Platform.

Procurement Timetable

1. The timetable for the Procurement is set out in the following table (the Procurement Timetable). Deadlines for the submission of responses to the Authority are shown in bold. Failure to meet these deadlines will result in a Supplier’s submission not being considered unless there are exceptional mitigating circumstances such as a technical failure in connection with the Portal.

Table 1c: Procurement Timetable

|  |  |  |
| --- | --- | --- |
| **Event** | **Date** | **Owner** |
| Find a Tender Contract Notice issued | 17/09/25 | MPS/Authorit*y* |
| Issue of ITT | 17/09/25 | MPS/Authority |
| Deadline for submission of ITT requests for information and clarifications | 3/10/25 | Bidders |
| Final responses to ITT questions and clarification requests | 10/10/25 | MPS/Authority |
| ITT responses required | 17/10/25 | Bidders |
| Tender evaluation | 20/10/25 – 31/10/25 | MPS/Authority |
| Notification of results of Tender evaluation to Tenderers and decision to award Contract | 3/11/25 | MPS/Authority |
| End of Standstill | 12/11/25 | MPS/Authority |

1. Please note that the Authority reserves the right, in its absolute discretion, to amend the Procurement Timetable or extend any time period in connection with the Procurement. Any changes to the Procurement Timetable will be notified simultaneously to the Suppliers.

Service Levels, Service Credits and KPIs

1. Full details of the Service Levels, Service Credits and KPIs can be found in **Annex B- Service Levels, Service Credits and KPIs.**

Contract Terms

1. The full draft Contract Terms and Conditions can be found at **Annex C** of the Tender Pack.

How to Respond to this Opportunity

Response Documents

1. A full list of documents that make up the assessed response for this stage of the Procurement can be found at **Annex D – Form of Tender**. All documents must be submitted in full, by the deadline as set out in the Procurement Timetable.

Response Guidance

1. The following guidance should be observed for responses by prospective Bidders, when submitting any component of their Tender. Response guidance is as follows:
2. Responses should be in English, in black colour, 12 point, Arial font.
3. Respond in the format presented, with all responses made within the appropriate space provided, which may be expanded.
4. Bidders are requested to provide responses to all of the questions that are outlined within the Invitation to Tender - Open Procedure Bidder Response Documents.
5. Responses to each question are to be self-contained; cross-referencing should be kept to a minimum. Cross-referencing is permitted to avoid the need for duplication, but the relevant question number(s) should be clearly stated.
6. Responses should be written in statements that make clear commitments to deliver the required outcomes.
7. Avoid vague statements such as "the appropriate number of staff”, “we will endeavour to” or "to be discussed". Statements such as these will be disregarded for evaluation purposes.
8. Avoid using language such as "could" or "may" to describe how you will fulfil requirements; use "will" to demonstrate compliance.
9. The use of diagrams to provide context to the proposals is permitted and does not contribute towards the word count.
10. The use of appendices is permitted however they should be clearly referenced from within the question and their use should be kept to an absolute minimum.
11. Responses to each question should be as concise as possible and must remain with the specified maximum allowable word count for the question. Diagrams and their annotations, and contents of annexed materials do not contribute towards the word count. The Authority retains the right to ignore content that falls outside the maximum allowable word count.
12. Tenders will be first assessed for completeness and compliance with the Invitation to Tender procedural requirements. Tenders will only be accepted as compliant if they:
13. provide the required information as described in the Invitation to Tender;
14. provide a response to all questions, and
15. supply all documentation required by the Invitation to Tender those referred to in their Tender.
16. The Authority reserves the right, acting in accordance with the Act, not to evaluate further a non-compliant Tender.
17. All pricing responses should be expressed exclusive of VAT.
18. Please make every **effort to anonymise your Bid**- removing or redacting information within your qualitative responses which would identify the organisation, i.e. use of the organisation’s name within **the responses to the Award Criteria of Parts 4-10.**

Use of Artificial Intelligence

1. In responding to this Invitation to Tender, Bidders agree NOT to process any information contained within these Tender documents as part of the Invitation to Tender within Artificial Intelligence (AI) systems.
2. This includes any annexes, appendixes or data contained within supporting documents, including any information issued via the Central Digital Platform in a notice or data as part of a Data Room, released to support in a Bidder’s response.
3. Any data, especially including police data that is provided within all Tender documents as part of this Invitation to Tender pack includes both personal data and sensitive data, which the Authority does not consent to Bidders processing further within AI systems. Failure to comply with this instruction may be deemed a breach under the GDPR 2018 and/or the Bidder will be excluded from the Procurement process. Bidders are prohibited from using AI within their responses to this Invitation to Tender/Participate and are required to sign a declaration in good faith, agreeing to these terms, in order to participate within the Procurement Process at **Annex E (Non-Canvassing, Non-Collusion and Use of Artificial Intelligence).**

Communications

1. All communications should, in the first instance, be transmitted in writing through the Procurement Portal: *Coupa*. No direct contact should be made with MPS Commercial Services, Property Services or any other part of the Authority regarding this Invitation to Tender without the prior arrangement or agreement from the MPS’ Commercial Services. Any attempt to communicate regarding this Tender with the Authority outside of the Procurement Portal may result in your Tender being disqualified.
2. All communication should be transmitted by both the Bidder and Authority using the Coupa chat function.
3. The Authority shall not be responsible for contacting the Bidder through any route other than the nominated primary contact. Bidders must immediately notify the Authority of any changes relating to their contact details.
4. Bidders must not disclose their proposed prices to any third party. In addition, they must not try to obtain information about their competitors' Tenders, or proposed prices.
5. Once the deadline to submit Tenders has expired, please do not contact the MPS to enquire about the outcome. All announcements regarding the evaluation outcome shall be sent via the Procurement Portal.
6. A full list of documents that form part of the Invitation to Tender Pack can be found in the Procurement Document Checklist. A full list of documents that need to be submitted as part of the response, can be found at **Annex D- Form of Tender.**

Requests for Clarification

1. Any requests for clarification relating to the Procurement must be submitted via the Portal: *Coupa*, via the chat function, no later than the deadline in the Procurement Timetable within this document, to allow the Authority sufficient time to respond prior to the closing date for receipt of submissions. The Authority will endeavour to respond to requests for clarification submitted in accordance with these requirements as soon as possible.
2. The Authority reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable within this document or submitted via any means other than the Portal.
3. If Suppliers identify a technical issue with the Portal, they should contact the Authority without delay via the following contact point at:

**Contact point:** Commercial Property FM

**Email:** CommercialPropertyFM-REM@met.police.uk

1. Where the Authority considers any requests for clarification to be relevant to the proper functioning of the Procurement, it will transmit to all other Suppliers (without reference to the identity of the Supplier which submitted the clarification question) the clarification question raised and the Authority's response, with the exception of those deemed confidential as provided below.
2. If a Supplier considers that its request for clarification should be treated as confidential and not disclosed to other Suppliers, it must communicate this and the reason why to the Authority at the time of the submission of that clarification request. The Authority will advise the Supplier in advance of providing the clarification response if it considers that all or any part of the request for clarification cannot be treated as confidential and will provide an opportunity for the Supplier to withdraw such aspects of the request for clarification.
3. In such circumstances, the Supplier may either submit an amended request for the clarification to be treated as confidential, which would be considered by the Authority in the same manner as the original request or raise a new request to be treated as a non-confidential request for clarification.
4. It is the responsibility of each Supplier to monitor all clarifications issued by the Authority. The Authority accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

The Assessment Process and Award Criteria

1. The Assessment process and award criteria are outlined below. Please note that the Authority reserves the right to refine any specific award criteria during the Procurement, in accordance with section 24 of the Act, and any refinements will be subsequently communicated to Suppliers at the appropriate stage of the Procurement stage.
2. The Authority reserves the right to seek clarification from Suppliers in connection with their responses where information submitted appears to be incomplete or erroneous or where specific documents are missing. The Authority reserves the right to request a participating or invited Supplier to submit, supplement, clarify or complete the information or documentation provided in connection with the response to this invitation.
3. The assessment questions and Award Criteria can be found in their specific annexes, for ease of use and these form part of the overall Invitation to Tender pack.

Assessment Process [for Invitation to Tender]

1. The Assessment Process for the Invitation to Tender is as follows:
2. Suppliers will submit all documents as listed in **Annex D- Form of Tender** as needed for their submission, as their response to the Invitation to Tender.
3. The Authority will conduct a preliminary check to verify that the submission is complete and compliant with the instructions in the invitation.
4. The Authority will assess the Supplier’s core information in Invitation to Tender Pack- Bidder’s Response- Part 1 confirming that the that the supplier has registered on, submitted and shared their core supplier information via, the CDP.
5. The Authority will assess the Supplier’s additional exclusions information in Invitation to Tender Pack- Bidder’s Response- Part 2.
6. The Authority will assess the Supplier’s response to questions which assess the financial, technical and legal conditions of participation in Invitation to Tender Pack- Bidder’s Response- Part 3. This assessment of the conditions ensures that the Supplier fulfils the conditions of participation and can proceed to have their Bid assessed via their responses to the Award Criteria.
7. The Authority will assess the Supplier’s response to questions which assess the quality and pricing elements of the Tender- as outlined in Invitation to Tender Pack- Bidder’s Response- Parts 4-10.
8. The Authority will calculate the overall score based on the Supplier’s price and quality submission, which is based on the Award Criteria.
9. The Authority will rank the Suppliers in order to identify the most advantageous tender.
10. The Authority will commence the process for notifying Suppliers of the outcome of the assessment, in accordance with Section 50 of the Act
11. The Authority will verify or conduct due diligence steps on the Supplier, prior to entering into the Contract with the successful Supplier.

Award Criteria [for Invitation to Tender]

1. The Award Criteria for this Procurement is outlined as followed. Suppliers must respond to the award criteria, by submitting the relevant document which will include the assessed sections of 1-10 of the Invitation to Tender, as well as any other documents outlined within **Annex D- Form of Tender.**
2. **There is a difference between Conditions of Participation, which are evaluated within Part 3- Bidder’s Response- Technical, Legal and Financial Conditions of Participation.** In any procedure, the responses to the Conditions of Participation must be assessed separately from the assessed Tender response and Award Criteria. Once a supplier has met the Conditions of Participation, their tender must be assessed in relation to the Award Criteria only and not with any reference to any score or ranking determined as part of the assessment of the Conditions of Participation.
3. The below table sets out the assessment methodology for both Conditions of Participation and Award Criteria. The Award Criteria to be assessed for this Tender is set out at Parts 4 – Part 10.

Table 1f – Information and Conditions of Participation

|  |  |  |  |
| --- | --- | --- | --- |
| **Document Title** | **Part** | **Criteria** | **Score Weighting** |
| **Invitation to Tender Pack-** Bidder’s Response- Part 1: Core Supplier Information | 1 | Core Supplier Information | Pass/Fail |
| **Invitation to Tender Pack-** Bidder’s Response- Part 2: Additional Exclusions Information | 2 | Additional Exclusions Information | Pass/Fail |
| **Invitation to Tender Pack-** Bidder’s Response- Part 3: Financial, Legal and Technical Conditions [includes Security Assessment] of Participation | 3 | Financial, Legal and Technical Conditions [includes Security Assessment] of Participation | Pass/Fail |

Table 1g- Award Criteria and Score Weightings of Tender

|  |  |  |  |
| --- | --- | --- | --- |
| **Document Title** | **Part** | **Criteria** | **Score Weighting** |
| **Invitation to Tender Pack-** Bidder’s Response- Part 4: Technical Assessment | 4 | Technical | 45% |
| **Invitation to Tender Pack-** Bidder’s Response- Part 5: Commercial Assessment | 5 | Commercial | Pass/Fail |
| **Invitation to Tender Pack-** Bidder’s Response- Part 6: Social Value Assessment | 6 | Social Value | 10% |
| **Invitation to Tender Pack-** Bidder’s Response- Part 7: Health and Safety Assessment | 7 | Health and Safety | Pass/Fail |
| **Invitation to Tender Pack-** Bidder’s Response- Part 8: Business Continuity and Disaster Recovery | 8 | Business Continuity and Disaster Recovery | Pass/Fail |
| **Invitation to Tender Pack-** Bidder’s Response- Part 9: TUPE and Pensions Assessment | 9 | TUPE and Pensions | 5% |
| **Invitation to Tender Pack-** Bidder’s Response- Part 10: Pricing Assessment | 10 | Pricing | 40% |
| **TOTAL: 100%** | | | |

Assessment Methodology (for Parts 4,6 and 9)

1. All response questions contained within the Invitation to Tender Pack- Bidder’s Response- Parts 4, 6 and 9 will be marked using the below assessment methodology. The assessment methodology for the award criteria is as follows.

Table 1f- Marking Scheme for Award Criteria

|  |  |
| --- | --- |
| **Marking Scheme** | **Grade** |
| **Fully meets the requirement and offers added value**  The evidence demonstrates that the requirement is fully met and provides demonstrable added value. | 10 |
| **Fully meets the requirement**  The evidence demonstrates that the requirement is fully met. | 7.5 |
| **Almost meets the requirement**  Evidence provided shows that the requirement is met but MINOR reservations exist about the quality or extent of the evidence provided. | 5 |
| **Partially meets the requirement**  Evidence provided shows that the requirement is partially met but SIGNIFICANT reservations exist about the quality or extent of the evidence provided. | 2.5 |
| **Fails to meet the requirement**  Failed to demonstrate or provide evidence of an ability to meet the requirement. | 0 |

Assessment Methodology for Award Criteria: Part 7- Health and Safety

1. The below is the marking scheme for the Award Criteria for Health and Safety. The questions that assess this Award Criteria can be found in the document: **Invitation to Tender Pack: Bidder’s Response- Part 7- Health and Safety Assessment.**

Table 1g- Marking Scheme for Health and Safety Assessment

|  |  |
| --- | --- |
| **Questions** | **Scoring Methodology** |
| 7a, 7b, 7f and 7g | Pass= ‘Yes’  Fail= ‘No’ |
| 7c, 7d | Pass= ‘No’; or ‘Yes’ with sufficient evidence of self-cleaning  Fail= ‘Yes’ without sufficient evidence of self-cleaning |
| 7e | Pass= ‘Yes’ or ‘Sub-Contractor(s) will not be used’  Fail= ‘No’. |

**Assessment Methodology for Award Criteria: Part 8:** **Business Continuity and Disaster Recovery**

1. The below is the marking scheme for the Award Criteria for Business Continuity and Disaster Recovery. The questions that assess this Award Criteria can be found in the document: **Invitation to Tender Pack: Bidder’s Response - Part 8- BCDR**

Table 1h- Marking Scheme for Business Continuity and Disaster Recovery

|  |  |
| --- | --- |
| **Questions** | **Scoring Methodology** |
| 8a | Pass= Provide relevant detail as per the four bullet points.  Fail= Fail to provide relevant detail as per the four bullet points. |

Assessment Methodology for Award Criteria: Part 10- Pricing Assessment

1. The below marking scheme will be used within the document: **Invitation to Tender Pack: Bidder’s Response- Part 10- Pricing Assessment.**

The lowest overall cost **will be awarded full marks** available for price and all subsequent bids will receive a proportion of the available marks based on the lowest overall submission.

Price Elements of Tender responses will be evaluated against the lowest tender price. The Bidder who has submitted the lowest price will be awarded a score of 100. All bids will be scored relative to the lowest price using the formula below:

Expressed as

**Price Score = (TL / Tt) x 100**

Where: **TL**= Lowest Tender Price

**Tt**= Actual Tender Price

Appendix A: Procurement terms and conditions

Procedural Requirements

1. This document together with all other associated documents provided to Suppliers in connection with this Procurement contain procedural requirements which Suppliers must follow. Failure to comply with or follow any procedural requirement may result in the exclusion of the Supplier from the Procurement at the Authority’s sole discretion.

Central Digital Platform

1. Suppliers that wish to participate in this Procurement are responsible for ensuring that the Central Digital Platform contains complete, accurate and up-to-date information about their organisation and any Associated Suppliers which are relevant for the purposes of this Procurement. Suppliers must notify the Authority immediately if it is unable to register on the Central Digital Platform and/or provide accurate and up-to-date information via the Central Digital Platform. Registration instructions can be found [here.](https://www.gov.uk/government/publications/procurement-act-2023-short-guides/suppliers-detailed-walkthrough-how-an-administrator-completes-and-updates-supplier-information-html)

Transparency

1. Suppliers should note that, in accordance with general transparency obligations and procurement law obligations under the Act, the Authority routinely publishes details of its procurement processes and awarded contracts. This includes, but is not limited to, the contract value, the identity of the successful Supplier, compliance with payment obligations and contract performance. Compliance with these obligations may involve the Authority taking steps without consultation with Suppliers. Where required under the Act, a copy of the contract will be published (subject to making any reasonable and proportionate redactions permitted under the Act).
2. All central government departments and their executive agencies and non-departmental public bodies are subject to controls and reporting within government. In particular, they report to various government bodies including but not limited to the Cabinet Office and HM Treasury for all expenditure. The Authority reserves its absolute right to share within government any of the documentation/information submitted by Suppliers during this Procurement (including any information that a Supplier considers to be confidential and/or commercially sensitive).
3. Where required, the Authority will disclose on a confidential basis any information it receives from Suppliers during the Procurement to any third party engaged by the Authority for the specific purpose of assessing or assisting the Authority in assessing the Supplier’s submission. In providing such information the Supplier consents to such disclosure.

Modifying the Procurement

1. Neither the Tender Notice, this document nor any information given as part of the Procurement shall be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.
2. The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract as a result of this Procurement.
3. Suppliers will remain responsible for all costs and expenses incurred by them, their staff, and their advisers or by any third party acting under their instructions in connection with this Procurement. For the avoidance of doubt, the Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Procurement.
4. The Authority reserves the right at any time:
5. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions contained in this Appendix A.
6. to require a Supplier to clarify their proposal(s) and/or tender submission in writing and/or provide additional information – failure by a Supplier to respond adequately may result in their tender submission being rejected.
7. to alter the Procurement Timetable for this Procurement.
8. to rewind and re-run any part of the Procurement on the same or alternative basis
9. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage.

Option to Direct Award

1. Should only one bid be submitted or if only one bidder passes the Conditions of Participation then The Authority reserves the right to Direct Award.

Confidentiality and publicity

1. Save to the extent made publicly available by the Authority, the information in this document (together with all attachments and any other information communicated to Suppliers during the Procurement) is made available on the condition that it is treated as confidential information by the Supplier and is not disclosed, copied, reproduced, distributed or passed to any other person at any time except in order to comply with legal obligations or for the purpose of enabling a submission to be made to the Authority, provided that such person has given an undertaking prior to the receipt of the relevant information (and for the benefit of the Authority) to keep such information confidential.
2. Suppliers must not take part in any publicity activities with any part of the media about this Procurement without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Suppliers are required to detail the proposed media coverage including format and content of any publicity.

Freedom of information and environmental information

1. The Authority is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). All information submitted to the Authority may be disclosed in response to a request made pursuant to the FOIA or the EIR.
2. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should:
3. clearly identify which information is considered commercially sensitive and complete the table contained within **Annex F- Commercially Sensitive Information.**
4. explain the potential implications of disclosure of such information
5. provide an estimate of the period of time for which the Supplier considers that such information will remain commercially sensitive
6. The Authority will endeavour to:
7. hold confidential all information submitted by a Supplier that it identifies as being commercially sensitive; and
8. consult with a Supplier about commercially sensitive information before making a decision on any FOIA requests and EIR requests received.
9. Suppliers should note, however, that the final decision on any FOIA request and EIR request rests with the Authority, subject to applicable law. Even where information is identified as commercially sensitive, unless an exemption/exception provided for under the FOIA/EIR is applicable, the Authority will be obliged to disclose that information in response to a request. Accordingly, the Authority cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

Requirements on sub-contractors and consortium

1. If requested to do so by the Authority, a Supplier will be required to enter into a legal arrangement with other members of a consortium or with any parties which are relied on in order to satisfy the conditions of participation relating to this Procurement (in accordance with section 72 of the Act). Acceptance of this request shall be considered a mandatory requirement and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

Parent company guarantee or other securities

1. The Authority reserves the right to require a parent company guarantee or alternative equivalent form of security should the Supplier be successful in this Procurement. A draft guarantee is included in Schedule 23 Guarantee to the draft contract.
2. Where the Supplier’s parent company is incorporated outside the United Kingdom, the Authority will require a legal opinion from an independent firm of lawyers practising in that jurisdiction (at the Supplier’s own cost and expense) as to the capacity/authority of the parent company to enter into the parent company guarantee and the enforceability of the terms of the parent company guarantee in the relevant overseas jurisdiction.
3. Notwithstanding the above, the Authority may specify minimum contractual financial security requirements as appropriate having regard to the financial assessment undertaken during this Procurement. Where the Authority specifies any financial security requirements, acceptance of the requirements shall be considered a mandatory condition and failure to accept the same may result in the Supplier’s exclusion from the Procurement.

Non-collusion, non-canvassing

1. Any attempt by a Supplier or their advisers to influence the Procurement in any way may result in the exclusion of the Supplier, without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability that such conduct by a Supplier may attract.
2. Specifically, Suppliers must not directly or indirectly at any time:
3. devise or amend the content of their submissions in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, subcontractor, consortium member insurance provider or provider of finance
4. enter into any agreement or arrangement with any other person as to the form or content of any other submission 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 submission
5. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a response in this Procurement
6. canvass any employees, members or agents of the Authority in relation to this Procurement
7. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission
8. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition
9. Suppliers are required to complete and return **Annex E (Certificate of Non-Collusion, Non-Canvassing and Prohibited use of AI)** noting that the Authority will be entitled to rely on the information provided in the certificate.

Conflicts of interest

1. Suppliers are responsible for ensuring that no actual, potential or perceived conflicts of interest (within the meaning of the Act) exist between themselves and the Authority or its advisers. Suppliers must notify the Authority immediately of any actual, potential or perceived conflict of interest.
2. In the event of any actual, potential or perceived conflict of interest, the Authority shall in its absolute discretion decide on the appropriate course of action. The Authority reserves the right to:
3. exclude any Supplier that fails to notify the Authority of an actual, potential or perceived conflict of interest, or where an actual conflict of interest exists
4. request further information from any Supplier and require any Supplier to take reasonable steps to mitigate a conflict of interest. This may include requiring any Supplier to enter into a specific conflict of interest agreement with the Authority. Failure to do so may result in the Supplier being excluded from participating in, or progressing as part of, the Procurement process
5. The Authority strongly encourages Suppliers to contact the Authority as soon as possible using the Portal should it have any concerns regarding actual, potential or perceived conflicts of interest.

Conflict assessments

1. The Authority confirms that, prior to the issue of the Tender Notice in this Procurement, a conflict assessment has been prepared in accordance with the Act.

Intellectual property

1. Suppliers are reminded that all intellectual property rights, including copyright, in the documents and materials supplied by the Authority and/or its advisers in this Procurement, in whatever format, belong to the Authority, its advisers or the relevant owner/licensor. Suppliers shall not copy, reproduce, distribute or otherwise make available any part of these documents to any third party (except for the purpose of preparing a submission) without the prior written consent of the Authority. All documentation supplied by the Authority in relation to this Procurement must be returned or destroyed on demand, without any copies being retained by Suppliers.

Anti-competitive behaviour

1. Suppliers are reminded of their obligations under applicable competition laws. The Authority may require evidence from Suppliers that their arrangements are not anti-competitive and reserves the right to require any Supplier to comply with any reasonable measures which may be needed to verify that no anti-competitive arrangements are in place.
2. Any evidence of anti-competitive behaviour may result in a Supplier being disqualified from the Procurement. The Authority also reserves the right to refer any suspected breaches of applicable competition laws to the relevant authorities including, but not limited to, the Competition and Markets Authority and the Serious Fraud Office.
3. Suppliers should note that anti-competitive behaviour may result in the Supplier being excluded from bidding for contracts under Schedule 7, Paragraph 7 of the Act. Where a relevant decision has been made by the Competition and Markets Authority under the Competition Act 1998, the Supplier may also be excluded from bidding for contracts under Schedule 6, paragraph 41 and may be added to the debarment list and/or be liable for civil and/or criminal penalties.

Contract

1. A tender submission is an offer to enter into a contract on the terms of the contents of the submission. Notification of an award decision does not constitute acceptance by the Authority. Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.
2. The Supplier’s final tender submission must remain valid for acceptance for a period of six months from the date of its submission.

Supplier withdrawal

1. Suppliers may withdraw from the Procurement at any time before the submission deadline by providing written notification to the Authority via the Portal.

Supplier eligibility

1. Suppliers are reminded that the eligibility requirements in this document, Tender Notice and all other associated tender documents apply to the Procurement at all times.
2. The Authority reserves the right to require any Supplier to provide such further information as the Authority may require (and for the avoidance of doubt, the Authority may make multiple requests) as to any issue addressed in the tender including, but not limited to, the economic and financial standing of the Supplier at any stage of the Procurement and prior to the notification of the award decision and/or the award of the contract.
3. The Authority must be notified in writing via the Portal promptly of any changes in the information that the Supplier has provided in its response to this Procurement (including but not limited to arrangements in relation to any Associated Suppliers) at any point before the entry into the Contract so that the Authority may assess whether the Supplier continues to satisfy the relevant conditions of participation and should continue to qualify for participation in the Procurement. For the avoidance of doubt, the Authority reserves the right to take such action as it deems appropriate in the light of its assessment of the updated information, including (but not limited to) excluding the Supplier concerned from the Procurement.

Supplier warranties

1. In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:
2. it understands and has complied with the conditions set out in this document
3. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Supplier, its staff or agents in connection with or arising out of the Procurement are true, complete and accurate in all respects, both as at the date communicated and as at the date of the submission of the response to this document
4. it has made its own investigations and undertaken its own research and due diligence, and has satisfied itself in respect of all matters (whether actual or contingent) relating to the invitation and has not submitted its response in reliance on any information, representation or assumption which may have been made by or on behalf of the Authority (with the exception of any information which is expressly warranted by the Authority)
5. it has full power and authority to respond to this document and to perform the obligations in relation to the contract and will, if requested, promptly produce evidence of such to the Authority
6. Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:
7. the Authority may exclude the Supplier from participating in this Procurement
8. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
9. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
10. if fraud or fraudulent intent can be proved, the Supplier may be prosecuted and convicted of the offence of fraud by false representation under section 2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both) – if there is a conviction, then the Supplier may be excluded from bidding for contracts under Schedule 6, Paragraph 15 of the Act and may be added to the debarment list

Third parties

1. Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

Applicable law

1. The law of England is applicable to this Procurement.
2. Suppliers must agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

Appendix B: Glossary of Terms

| **Defined term** | **Definition** |
| --- | --- |
| “Act” | means the Procurement Act 2023. |
| “Award Criteria” | means the criteria used to award the Contract for the assessed response of the Bidder, in order to contract award to the Supplier who provides the most advantageous tender. Award Criteria assesses the Tender submission. |
| “Assessment Summary” | means the feedback letter Suppliers will receive at the appropriate stage of the Procurement, to notify them whether they have been successful or unsuccessful to participate in the next relevant stage of the process or have been successful/unsuccessful in Contract Awards |
| “Associated Suppliers” | means a Supplier who is associated with another Supplier if either (a) the Suppliers are submitting a tender together, or (b) the Authority is satisfied that the Suppliers will enter legally binding arrangements to the effect that the Supplier will sub-contract the performance of all or part of the Contract to the other, or the other Supplier will guarantee the performance of all or part of the Contract by the Supplier (as set out in section 22(9) of the Act). |
| “Authority” | means the Mayor’s Office for Policing and Crime |
| “Bidder” or “Bidders” | means a supplier or suppliers (as the case may be) participating in the Procurement, may be used interchangeably with Supplier or Suppliers |
| “Central Digital Platform” | means the online system defined by regulation 5(2) of the Procurement Regulations 2024 (SI 2024 No. 692). |
| “Conditions of Participation” | means the selection criteria used to assess the Supplier in regards to their legal and financial capacity or technical capacity to perform the contract. |
| “Contract” | means the contract to be entered into by the Authority with the successful Supplier. |
| “Key Performance Indicators or “KPIs” | means the key performance indicators (KPIs) set out in Annex B. |
| “Metropolitan Police Service (MPS)” | means the Police Force, of which the Contract will be supplying the app |
| “Open Procedure” | means the open procedure as defined by section 20 of the Act: a single-stage tendering procedure without a restriction on who can submit tenders. |
| “Portal” | means the Coupa portal used by the Authority for the purposes of this Procurement. |
| “Procurement” | This Open Procedure procurement process. |
| “Procurement Timetable” | The timetable for this Procurement as set out in this document. |
| “Service Credits” | means the service credits set out in Annex B. |
| “Service Levels” | means the service levels set out in Annex B. |
| “Supplier” or “Suppliers” | means a supplier or suppliers (as the case may be) participating in the Procurement, may be used interchangeably with Bidder or Bidders |
| “Tender Notice” | means the tender notice published on the Central Digital Platform |
| “Tender Pack” | means the suite of documents which make up the Tender documentation. A full list can be found in Form of Tender, as to what must be submitted as part of the Supplier’s Tender response, and a full list of documents which make up the Tender Pack can be found in the Procurement Document Checklist |