

Invitation to Tender for the provision of Computerised Facility Aided Management (CAFM) Service Provision.

BCU Project Ref:FM241

Deadline for response: 17:00 hours GMT 2nd May 2025

This document and your responses to this document will form part of the contract between the Birmingham City University and any successful Bidder

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# Definitions

* “Act” means the Procurement Act 2023.
* “Address” means the delivery address stated in an Order or such other address as the Authority may subsequently notify in writing.
* “Associated Person” means a person that the supplier is relying on in order to satisfy the conditions of participation.
* “Authority” means Contracting Authority.
* “BCU” means Birmingham City University, as the Contracting Authority.
* “Bidder” means a company entering a competitive tender for the provision of Services to the Authority at the Premises.
* “Conditions” means the standard Conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Authority and the Supplier.
* “Contracting Authority” means the first party to this Contract, Birmingham City University, and shall include the Authority’s permitted assignees and any of its subsidiaries or associated companies.
* “Data” means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs, software or any other similar items.
* “Debarment List” means the list published by Cabinet Office that lists excluded or excludable Suppliers.
* “Delivery” means the receipt by the Authority of the Services.
* “Goods” means all products, articles or materials specified in an Order to be supplied in accordance with the Contract.
* “Premises” means the location(s) where the Goods are to be delivered or Services are to be performed.
* “Procurement” means this procurement exercise, seeking tenders for Goods/Services/Works.
* “Services” means the Services or work specified in an Order to be supplied in accordance with the Contract.
* “Specification” means the standards and requirements of the Goods or Services.
* “Sub-Contractors” means any person (other than the Supplier or his direct employees) to whom any part of the Contract has been sub-let.
* “Supplier” means the Bidder, and any potential second party to the resultant Contract.
* “University” means Birmingham City University, as the Contracting Authority.
* “Working Day” means any day other than a Saturday or Sunday or a public or bank holiday in England

# Introduction

## Birmingham City University

Birmingham City University (BCU) is an institution with a proud heritage and a hugely ambitious future. It’s also a University like no other.

Each year, BCU helps more than 31,000 students from over 100 countries achieve their ambitions.

Just as we were founded to shape the needs of the industry around us in 1843, today we are shaping the society and economy of the future. Our strategy for 2030, ‘*Rooted in Birmingham, Reaching Beyond*’ sets the blueprint for the road ahead: one that will see us become an exemplar anchor institution. Our three strategic pillars will be fundamental to our success:

* Develop talent for tomorrow
* Create knowledge for good
* Power prosperity

Please see below link for more information about the BCU 2030 Strategy:

<https://www.bcu.ac.uk/2030>

Achieving our aims will depend on collective professionalism and commitment across the institution, as we reinforce our position as one of the city’s leading universities. For us to be fully set up to succeed, we will focus on the following core enablers:

* People and culture
* Infrastructure
* Size and shape
* Environmental sustainability

To realise our ambitions, we will adapt to reflect the changing needs of our communities. We must continue to attract students from a diverse range of backgrounds. And we will make a difference, physically and educationally, in our city, region and beyond.

Having the right teams and businesses on board will be crucial if we are to deliver on our goals. It is why we are excited to offer this opportunity to become a supplier for our forward-thinking and fast-growing University. If you would like to find out more about Birmingham City University, please click on the following links:

* <http://www.bcu.ac.uk/>
* <http://www.bcu.ac.uk/about-us/corporate-information>
* <https://www.bcu.ac.uk/about-us/corporate-information/environment-sustainability>

(including sustainable travel and clean air zone)

* <https://www.bcu.ac.uk/about-us/corporate-information/equality-and-diversity>
* <https://www.bcu.ac.uk/about-us/corporate-information/social-responsibility>

## Project Background

BCU has used Computer Aided Facilities Management Software (CAFM) for the last five years within its Estate.

BCU currently has approximately 50,000 live assets it needs to manage and maintain.

To assist in managing an ever growing and changing property estate, BCU is now looking to renew its Computerised Aided Facilities Management System (CAFM) service provision, to enable facility managers to effectively manage their buildings in one centralized system. Future CAFM system service provisions should allow for facilities managers to plan, execute, and monitor all activities involved in areas including, but not limited to, the following:

 Space and workplace management

 Asset management

 Reactive and planned preventative maintenance

 Operational facility services

 Room reservations

 FM Help Desk solutions

### Key Dependencies

The current CAFM service provision expires on 30th September 2025.

The Contracting Authority is therefore looking to ensure it maintains its CAFM service provision by renewing provision of its CAFM requirement before this date, in readiness to ensure full continuity of CAFM service provision from 1st October 2025.

The system offered by suppliers should therefore be fit for purpose and ideally fit for warranty meeting the Customers requirement at implementation and fully operational following the implementation phase in August 2025 in readiness for Go-live from 1st September 2025.

### Key KPIs

### 

The Supplier shall provide its service within a Service Level Agreement agreed with the customer and aspire to achieve Key Performance Indicators (KPI’s) agreed with the Customer before contract award.

As this contract is envisaged to be less than £5m inc vat in contract value the KPI’s for this contract will not be published on the Central Digital Platform or Find a Tender service.

### Contract Risks

Potential Bidders should have the commensurate experience of similar sized CAFM service provision delivery; and CAFM implementations within the available timescale in order to fulfil the service provision over the lifetime of the contract and ensure continuity of CAFM service provision post 1st October 2025.

Business Critical requirements of the system post 1st October 2025 suppliers need to attain are contained in Appendix 1 contained within Annex 1 of this ITT document.

# Procurement Process

## Introduction to the Process

This Procurement is being conducted in accordance with the Act using the above threshold Open Procedure route to market. This document describes how the Procurement will be conducted, including details of the associated Procurement timetable, selection and award criteria and how to respond to this opportunity. Suppliers are strongly encouraged to read this document before preparing their submission.

This document has been prepared to assist Suppliers in deciding whether to submit a tender in this Procurement. 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.

This document should be read in conjunction with the Tender Notice and any other Procurement documents which have been made available at this stage of the Procurement.

The Authority reserves the right to issue updated versions of this document to Suppliers as and when the need arises, together with any changes to the Procurement or any other new information.

Common terms and expressions shall have the meanings ascribed to them in the glossary in Section 1 Definitions for this Invitation to Tender.

All references to a ‘section’ are to a section in the Act unless otherwise stated.

All references to a ‘paragraph’, ‘appendix’ or ‘annex’ are to a paragraph, appendix or annex of this document unless otherwise stated.

All references to 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).

The General Specification of Requirements for this Invitation to Tender are contained in Annex 1 of this ITT document, and in more detail within Appendix 1 contained as an embedded document within Annex 1 of this ITT Document, for bidder reference.

Annex 1 of this ITT document also contains the following appendices as embedded documents for bidder reference in completing their ITT submission bids:

Appendix 1 BCU CAFM Specific Specification of Requirements.

Appendix 2 Locations List – BCU Locations where assets are contained and maintained.

Appendix 3 Buildings List – Current List of BCU Buildings.

Appendix 4 User Profiles – List of User Profiles required within the CAFM System

Appenidx 5 Task Categories – Category Coding requirements of the CAFM System

Appendix 6 Discipline List – List of Contractor Disciplines’ the CAFM System will need to utilize.

Appendix 7 Asset Types – Asset types across BCU the CAFM system will need to capture.

Appendix 8 Asset Classifications - Asset Classifications across BCU the CAFM system will need to capture and record.

Appendix 9 CAFM Instruction Set – Instruction Set the CAFM system will need to utilize.

Appendix 10 Master Cleaning Trends Data – for bidder reference the requirement will be encapsulated within CAFM system service provision.

Appendix 11 BCU Permit to Work Process – Illustrates the Permit to Work process as a flowchart and its interrelationship with CAFM and CAFM recording requirement.

Appendix 12 Hard FM Work Flow Process – Illustrates the PPM & Reactive Maintenance Process the CAFM System needs to capture and record for bidder reference.

Appendix 13 – BCU API Standards.

## Preliminary Market Engagement

Not undertaken.

## Queries & Clarifications

The Invitation to Participate is issued using Birmingham City University e-tendering system Delta and the remainder of the procurement process will be managed using the system. Therefore, all formal communications (Including, but not limited to, clarifications and submissions) to Birmingham City University are to be made in writing using the Birmingham City University’s e-tendering system Delta:

<https://www.delta-esourcing.com/delta/login.html>

## Commitment

The issue of this document does not commit the University to awarding any contract. Any expenditure, work or effort undertaken prior to contract award is a matter solely for the commercial judgment of Bidders. The University reserves the right to withdraw this document at any time or to re-invite proposals or tenders on the same or any alternative basis.

## Procurement Stages

The below provides information regarding the stages of the procurement process:

### Procurement Specific Questionnaire (PSQ)

Suppliers must submit a completed Procurement Specific questionnaire (PSQ) with their ITT submission return. The PSQ to complete is enclosed at schedule 1 of this Invitation to Tender (ITT). Where a Supplier is a consortium, all members of the consortium must complete a PSQ. The part of the PSQ concerning conditions of participation only requires to be completed by the lead member of the consortium.

Guidance on how to complete a Procurement Specific Questionnaire (PSQ) is contained in Annex 2 of this ITT Document.

Bidders are advised to allow themselves sufficient time to complete the PSQ form and register as a Supplier on the Central Digital Platform as part of the PSQ process when completing and returning their ITT submissions.

Failure to supply a completed PSQ document with the ITT return will result in the bidders submission being regarded as an incomplete submission and will not be considered for evaluation or award.

### Presentations

Presentations may be held and will serve as clarification to the submission, they will not be separately scored. They will be an opportunity for Bidders to bring to life their submission and answer any questions from the evaluation panel.

If required, bidders will be notified. Only bidders submissions requiring clarification will be invited to present their information.

The contracting authority will use presentations to confirm aspects of the suppliers bid to assist in ratifying the scoring given under the evaluation on the information submitted by the supplier. This may then result in adjustments to the Quality (technical) scoring of bidders submissions on this basis.

## Procurement Timetable

The timetable for the Procurement is set out in the following table (the Procurement Timetable). 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.

|  |  |
| --- | --- |
| Event | Date |
| ITT issued | Thursday 3rd April 2025. |
| Deadline for the receipt of clarification questions | 12:00 (midday) GMT. Wednesday 23rd April 2025. |
| Deadline for receipt of Tenders | Tender returns to be submitted by 5pm GMT. Friday 2nd May 2025. |
| Evaluation Period | 6th May 2025 to 30th May 2025. |
| Notification of contract award decision and Agreement award. | 2nd June 2025. |
| Standstill Period | 3rd June 2025 to midnight (GMT) on 11th June 2025. |
| Contract Award: | 12th June 2025. |
| Contract Mobilisation: | 1st July 2025. |
| Contract Service Go-Live: | 1st August 2025. |

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.

This timetable assumes that the approval report recommending contract award is approved as required within the University. There is the potential for the report to not be approved resulting in the procurement process being cancelled, or to be approved with a delay and therefore with delayed notifications and a delayed contract start date.

## Evaluation

The University reserves the right to reject or disqualify a Bidder:

* Where the Tender is submitted late, is completed incorrectly, or is incomplete.
* Who is deemed to be ineligible to participate in accordance with the provisions as set out in The Public Contracts Regulations.
* Who does not meet the Pass / Fail participation criteria.

The University will review the submissions utilising objective selection criteria and award criteria and formal models of evaluation.

The University will offer award of the contract to the Most Advantageous Tender (MAT) based on the Criteria detailed below.

Quality will carry an overall weighting of 64.5% and Price will be 35.5%.

Bidders should also note there are pass/fail questions in Schedule 2 included in this tender that are unscored within the quality evaluation that bidders must complete and pass as part of the tender process.

The Most Advantageous Tender (MAT) will be said to be the tender which:

* Has passed all selection criteria within the PSQ Documents Submission (Schedule 1). Completed & Returned all information required within this document by the Contracting Authority.
* Passed all business critical pass/fail requirements of the unscored questions contained in Schedule 2 (System Specific Requirements Questionnaire) of this ITT document. Part of the Award Criteria for Quality.
* Scored the highest percentage % for its combined scoring for quality and pricing as part of the evaluation process.

### Selection Criteria

The breakdown of the Selection Criteria are shown in section 9 of this ITT document.

Suppliers must pass all the Selection Criteria before the award criteria will be considered. Failure to pass all the Selection Criteria will result in bids not being considered further.

The University may disregard any tender in accordance with Section 19 of the Act, including but not limited to:

* Not satisfying the Conditions of Participation.
* Where a Supplier, or Supplier with intention to sub-contract to a supplier, is not a United Kingdom Supplier or treaty state supplier.
* Where the tender offers a price that the University considers abnormally low.

### Award Criteria

|  |  |
| --- | --- |
| **Award Criteria** | |
| **QUALITY (TECHNICAL) CRITERIA** | **OVERALL WEIGHTING 64.5%** |
| **System Specific Requirements Questionnaire (Schedule 2):** |  |
|  |  |
| Business Critical Questions (all sections) | Pass/Fail |
| System Specific Requirements: Asset Management | 8% |
| System Specific Requirements: Customer Usage | 1% |
| System Specific Requirements: System Reporting | 6% |
| System Specific Requirements: Space Management | 1% |
| System Specific Requirements: FM Contracts | 2% |
| System Specific Requirements: System Requirements & Performance | 10% |
| System Specific Requirements: Work Order Management | 2% |
| System Specific Requirements: Compliance | 2% |
|  |  |
| Total | 32% |
|  |  |
| **Quality Questionnaire (Schedule 3)** |  |
|  |  |
| Q1 Implementation | 6% |
| Q2 Asset Management Strategy | 6% |
| Q3 Customer Experience | 4% |
| Q4 Future Development and Innovation | 2% |
| Q5 Reporting | 6% |
| Q6 Reference Sites | 2% |
| Q7 Social Value | 6.5% |
|  |  |
| Total | 32.5% |
| **PRICE CRITERIA** | **OVERALL WEIGHTING 35.5%** |
| **Pricing Schedule (Schedule 4)** |  |
|  |  |
| Total price from system and service provision | 30% |
| Rate Card Pricing | 5.5% |
| **Overall Total (Price & Quality)** | **100%** |

The University reserves the right to refine any specific award criteria during the Procurement Process (in accordance with section 24 of the Act).

The University 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 University reserves the right to request the Supplier to submit, supplement, clarify or complete the information or documentation provided in connection with the response to this invitation.

### Scoring Methodology

**System Specific Requirements Questionnaire (Schedule 2):**

This document contains 8 sections for completion which are:

Asset Management

Customer Usage

System Reporting

Space Management

FM Contracts

System Requirements & Performance

Work Order Management

Compliance

Each section contains pass/fail questions, as we all scored questions as detailed below:

Asset Management

Contains 4 pass/fail questions and 15 scored questions.

Customer Usage

Contains 1 pass/fail questions and 2 scored questions.

System Reporting

Contains 8 pass/fail questions and 11 scored questions.

Space Management

Contains 12 pass/fail questions and 3 scored questions.

FM Contracts

Contains 4 pass/fail questions and 4 scored questions.

System Requirements & Performance

Contains 15 pass/fail questions and 29 scored questions.

Work Order Management

Contains 35 pass/fail questions and 5 scored questions.

Compliance

Contains 4 pass/fail questions and 4 scored questions.

Bidders are advised to allow sufficient time to answer all 151 questions with this questionnaire (schedule 2). Instructions on how to complete this questionnaire are contained within Schedule 2 for bidder reference.

**System Specific Requirements Questionnaire (Schedule 2): Pass/Fail Questions**

The Bidders response to pass/fail questions in schedule 2 will be evaluated on the below scoring methodology which the evaluators will use to determine how the bidder(s) will provide the business critical requirements of the CAFM system needed by the contracting authority.

|  |  |  |  |
| --- | --- | --- | --- |
| **Score** | **Performance** | **Scoring Methodology** | **Weighting %** |
| **0** | Unsatisfactory | No response or not relevant to the requirements.  The response gives no confidence that the Bidders CAFM system has the capability to meet the business critical requirement needed by the Authorities CAFM system service provision. | 0 |
| **1** | Weak | Contains gaps within the information, does not cover all the keys aspects of the requirements, has only few synergies with the requirements.  The response gives little confidence that the Bidders CAFM system has the capability to meet the business critical requirement needed by the Authorities CAFM system service provision. | 25% |
| **2** | Satisfactory | Covers all the key elements as a minimum, basic response.  The response gives a degree confidence that the Bidders CAFM system has the capability to meet the business critical requirement needed by the Authorities CAFM system service provision. | 50% |
| **3** | Good | Covers all the key elements as a minimum response.  The response gives a reasonable degree confidence that the Bidders CAFM system has the capability to meet the business critical requirement needed by the Authorities CAFM system service provision. . | 75% |
| **5** | Excellent | Covers all the key aspects of the requirements, provides a depth of relevant detail that supports the response.  The response gives a high degree of confidence that the Bidders CAFM system has the capability to meet the business critical requirement needed by the Authorities CAFM system service provision. | 100% |

Pass/Fail

A minimum score of 2 (50%) per question is required to achieve a Pass. Only responses that have a **“Pass”** will progress to full evaluation.

A failure to complete a Business Critical (Must Have) pass/fail response question will be considered an incomplete bid unable to be evaluated.

**System Specific Requirements Questionnaire (Schedule 2): Scored Questions**

Required (SHOULD) have questions are system elements or functionality the contracting authority believe the CAFM system should contain but are not considered business critical elements.

Nice to have (COULD) have questions are system elements or functionality the contracting authority would like a CAFM system to have but are neither seen as business critical nor what a CAFM system should offer.

Both Required (SHOULD) have questions, and Nice to have (COULD) have questions are scored using the below scoring methodology:

| **Score** | **Explanation of reasons for award of points** |
| --- | --- |
| 2 | Good/Excellent – Response fully meets/exceeds criteria of the question. |
| 1 | Satisfactory – Response partially meets criteria of the question. |
| 0 | Very Poor – Response does not meet criteria of the question or unanswered. |

Bidders who do not provide a response to these scored questions will not be excluded from further evaluation but will not receive scores for the questions they have not answered.

Worked Example:

Asset Management in Schedule 2 has 15 scored questions and carries a maximum award scoring of 8%.

If a bidders response to each of the 15 questions attained a scoring of 1 for each question, then the bidder would score 4% for the Asset Management section.

If a bidders response to each of the 15 questions attained a scoring of 2 for each question, then the bidder would score 8% for the Asset Management section.

If a bidders response to each of the 15 questions attained a scoring mix of 1 and 2 for each question, across the 15 questions, then the bidder would score between 4% and 8% accordingly for the Asset Management section based on the scoring it attained for each question.

If a bidders response to each of the 15 questions attained a scoring of 0 for each question, then the bidder would score 0% for the Asset Management section.

**Quality Questionnaire (Schedule 3)**

Technical questions in Schedule 3 will be assessed using the standard scoring mechanism 0-5 as below:

|  |  |  |
| --- | --- | --- |
| **Score** | **Performance** | **Judgement** |
| **5** | **Meets the standard exactly as specified**  The response demonstrates a thorough understanding of the question and specification and addresses the requirements as completely as specified. The examples given sufficiently demonstrate ability to deliver and the detail provided is relevant. | **Excellent** |
| **4** | **Meets the standard well, but not exactly**  The response demonstrates a good general understanding of the question and specification but there is not enough evidence to justify full marks. Examples given mostly demonstrate the ability to deliver and the detail provided mostly relevant. | **Good** |
| **3** | **Meets standard in most aspects, fails in some**  The response demonstrates a satisfactory understanding of the question and specification. The evidence provided is partial and the examples and details provided are partially relevant. | **Satisfactory** |
| **2** | **Fails standard in most aspects, meets it in some**  The response does not always demonstrate an understanding of the question and specification. The evidence provided falls short of achieving expected standard in a number of identifiable respects. The examples provided are mostly irrelevant. | **Doubtful** |
| **1** | **Significantly fails to meet the standard**  The response does not demonstrate an understanding of the question and specification. The evidence provided significantly fails to meet the standards required, contains significant shortcomings or significant inconsistency with other parts of the proposal. The examples and details provided are irrelevant. | **Poor** |
| **0** | **No response submitted**  Completely fails to meet required standard or no response submitted | **Cannot Assess** |
| Pass/Fail Questions where indicated. Suppliers must provide the required response. | | **Pass/Fail** |

The University reserves the right to dismiss the entire submission from a Bidder that scores below 50% of the total available marks overall for Quality.

Schedule 3 offers Bidders further instructions on how to complete the Quality Questionnaire return.

### Quality Assessment

Quality will account for a percent of the total available for the tender evaluation, as per the Award Criteria . The Bidder shall receive a weighted score for each sub-criteria which shall be added together to result in a score out of 100%. To this score, the overall weighting for quality shall be applied for each tender response to arrive at a final weighted (adjusted) overall score for quality for each tender. The Award Criteria provides detail of the percentage split of the evaluation for quality and price, with a break down for the quality sub-criteria.

The evaluation panel will consist of a number of key personnel within the University, and may include personnel external to the University as appointed.

### Price Assessment

The lowest price will be allocated 100% of the available marks for price. Other tender prices will then be expressed as a proportion of the lowest price. This gives the adjusted Price score. The percent weighting for Price is then applied to each adjusted Price score to give the Weighted Price Scores. The Award Criteria provides detail of the percentage split of the evaluation for quality and price.

Tender prices will be scored on a comparative basis, with the lowest price per scored question (excluding any Tenders that the Authority rejects as being abnormally low or non-compliant) receiving 100% of the available marks ([percentage] % following weighting). All other Tender pricing will be compared against that lowest price using the formula:

## (A / B) x100

## A = price of lowest compliant Tender

## B = price of the Tender being scored

### Overall Assessment

The Weighted Quality Score and Price Score for each tender will be added to produce a total score. The scores for each tender will be compared and the Bidder with the highest score offering the most economically advantageous tender will be recommended for acceptance.

Please be aware that the University is not required to accept the lowest priced or any tender submitted.

### Clarifications of Submissions

If further clarification is required the Bidders may be invited to discuss in more detail their tender with the evaluation panel, and/or to submit responses to specific questions from the evaluation panel at any time during the process.

## Procurement Terms and Conditions

### Conditions of Contract

Conditions of contract shall be in accordance with the Terms and Conditions, with relevant schedules, provided with this Invitation to Tender.

A tender submission constitutes an offer by a bidder and an intention to create legal relations and shall form part of any contract offered by the contracting authority to the successful bidder for acceptance.

Any document submitted by a Supplier shall only have contractual effect when it is contained within an executed written contract.

The Supplier’s final tender submission must remain valid for acceptance for a period of [90 days] from the date of its submission or until any procurement challenge/s have been resolved.

The submission of a supplier bid does not constitute acceptance of the tender submission of any supplier as an award of contract.

The contracting authority reserves the right to not award a contract as a result of this Invitation to Tender at any stage of the process to any supplier and withdraw this Invitation to Tender at any point prior to the deadline for receipt of tenders.

Any contract issued pursuant to this Invitation to Tender will be considered as a contract made in England and be subject to English Law. 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.

Any Award of contract to the bidder attaining the Most Advantageous Tender (MAT) is subject to the Supplier Reference provisions contained in section 9.8.2 of this document.

**3.8.1.1 Duration of Contract**

This contract shall be offered as a 3 year contract, with 2 additional optional 1 year contract extension period making a total potential duration of contract of 5 years in total.

**3.8.1.2. Estimated Contract Value**

The total estimated value of contract for a 5 year provision of service is £3.8 million including vat.

**3.8.1.3. Contract Management**

The Supplier shall provide its service within a Service Level Agreement agreed with the customer and aspire to achieve Key Performance Indicators (KPI’s) agreed with the Customer before contract award.

**3.8.1.4. Form of Contract**

BCU will look to contract with the successful bidder using the BCU Standard Terms & Conditions Contract for Services, contained in annex 4 of this ITT document.

### Acceptance of Tender

Accepting a request for tender or award of contract does not imply any representation by the University as to the supplier’s financial stability, technical competence or ability to provide the goods or carry out the services.

### Tender Costs

The University will not be liable for any costs, expenses or losses, whatsoever which may be incurred in the preparation or submission of tenders or for those which arise out of any consequent presentation/demonstration etc. requested by the University.

The Bidder shall be responsible for obtaining at their own expense; all information necessary for the preparation of the Tender, and will be deemed to have satisfied itself as to the size, scope and complexity of the tasks required to be performed, under any Contract awarded as a result of this Tender. Claims arising from any neglect on the part of the Bidder in this respect will not be considered.

### Variant Tender Offers

Variant or counter offers, and hedged bids, will not be accepted or evaluated.

### Award

Bidders should be aware that the University may take the option to notify unsuccessful Bidders eight working days in advance of entering into a contract arising from this Tender, serving as a standstill period. This communication will advise the following:

1. The name of the successful Bidder.
2. A reminder of the award criteria followed.
3. The overall scores awarded to the preferred Bidder.
4. The overall scores awarded to your organisation, allowing a comparison to the preferred Bidder’s scores and demonstrating the reason for the decision.
5. Characteristics and relative advantages of the successful tender.

### Procedural requirements

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 University’s sole discretion.

### Mistakes in information

The University shall not be responsible for any additional costs incurred by the successful Bidder as a result of any misinterpretation of the University’s requirements or arising from any discrepancies, errors and omissions from the Bidder’s submission.

### Pricing

Prices must be in Pounds Sterling. Selection of a tender and the placing of a contract shall be determined by the most economically advantageous tender. The University shall not be bound to accept the lowest price tender or any tender.

### Central Digital Platform

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.

The Central Digital platform is available at [www.gov.uk/find-tender](https://www.gov.uk/find-tender)

Suppliers must be registered with the Central Digital Platform registering as a supplier and also registering their Supplier Core Information on the platform. Any sub-contractors involved in delivering the contract as part of any suppliers bid must be registered on the Central Digital Platform also.

The Supplier registration unique reference number and supplier core information reference number or PDF file of Supplier Core Information is required as part of the PSQ completion Schedule 1 of this ITT document. Schedule 1 should be included as part of the ITT return with the tender submission.

Guidance on registering on the central digital platform and completing the PSQ return is contained in Annex 2 of this ITT document and also available at [Central Digital Platform Factsheet](https://url.uk.m.mimecastprotect.com/s/5wNCCwRpnhp6Kw9CqhlUJH8sV?domain=gov.uk)

### Supplier withdrawal

Suppliers may withdraw from the Procurement at any time before the final tender submission deadline by providing written notification to the Authority [via the Delta E-Sourcing Portal].

In the event that a Supplier withdraws from the Procurement prior to the submission deadline for initial tenders, the Authority reserves the right (but shall not be obliged) to invite the next highest ranked Supplier that submitted a valid response to the invitation to participate but which attained a score that was not sufficiently high for it to be shortlisted, to be re-instated in the Procurement and invited to submit an initial tender.

### Transparency

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).

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.

The Supplier should note that the final decision on what information is published will rest will the University.

### Freedom Of Information

The University is committed to open government and to meeting their legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The University may also decide to include certain information in the publication scheme, which the University maintains under the Act.

If a Bidder considers that any of the information included in their tender is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. 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.

### Confidentiality and Publicity

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 to a third party except where that third party is a party to the tender, and/or 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.

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.

### Equality Act 2010

Suppliers will be expected to comply with the Equality Act 2010. The Act places a general duty to eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act, to advance equality of opportunity between people who share protected characteristics and those who do not and to foster good relations between people who share protected characteristics and those who do not.

### Bribery Act 2010

Suppliers shall comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.

### Young People and Vulnerable Adults

The University is committed to safeguarding children and vulnerable adults that come within its sphere of influence. By responding to this request for tender you agree, if successful, to fully comply with University policy and procedure in this regard.

### Modern Slavery Act 2015

Suppliers shall comply with all applicable laws, statutes, regulations relating to modern slavery including but not limited to the Modern Slavery Act 2015. The University reserves the right to undertake unannounced audits and inspections in order to fully satisfy itself the supplier is in compliance with the legislation.

### Modifying the Procurement

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.

The Authority reserves the right to cancel the Procurement at any point and/or to choose not to award any contract [or lot] as a result of this Procurement. Where applicable, any decision by the Authority not to award a lot does not prevent the Authority from awarding the remaining lots.

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.

The Authority reserves the right at any time:

* + 1. to issue amendments, modifications or additional information to any documentation which forms part of this Procurement, including the Procurement terms and conditions
    2. 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
    3. to alter the Procurement Timetable for this Procurement [including the right to award different lots at different times]
    4. to rewind and re-run any part of the Procurement on the same or alternative basis
    5. to amend the Procurement as described herein, including the number of stages and the number of Suppliers to be selected at any stage

### Disclaimer

The information contained in this document is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither the University, nor any of their advisers, accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any potential Bidder, Bidder, Provider, Bidder Member, financiers or any of their advisers, orally or in writing or in whatever media.

Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant. They must not, and are not entitled to, rely on any statement or representation made by the University, or any of their advisers.

The University reserves the right to change the basis of, or the procedures (including the timetable) relating to, the bidding process, to reject any, or all, of the submissions/bids, not to invite a potential Bidder to proceed further, not to furnish a potential Bidder with additional information nor otherwise to negotiate with a potential Bidder in respect of the procurement.

The University shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the procurement, or any part thereof, at any time.

Nothing in this document is, nor shall be relied upon as, a promise or representation as to any decision by the University in relation to this process. No person has been authorised by the University or its advisers or consultants to give any information or make any representation not contained in this document and, if given or made, any such information or representation shall not be relied upon as having been so authorised.

Nothing in this document or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to the bidding process, nor shall such documentation/information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of this document or other pre-contract documentation.

References to this document include all information contained in it and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the University or any of their advisers or consultants in connection with this document or any other pre-contract documentation.

### Resultant Contract

BCU reserves the right not to award a contract including any contract as part of this procurement process, however, should a contract be awarded, Bidders are to be aware that their response to this procurement exercise (including but not limited to the tender submission and any subsequent clarifications), will constitute part of the resulting contract.

### Option to Direct Award

The University reserves the right to directly award additional or repeat, goods, works or services in accordance with Schedule 5, paragraph 8 of the Act.

### Requirements on sub-contractors and consortium

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

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.

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.

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

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.

Specifically, Suppliers must not directly or indirectly at any time:

* + 1. 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
    2. 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
    3. 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
    4. canvass any employees, members or agents of the Authority in relation to this Procurement
    5. attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Supplier or submission
    6. carry out any other co-operation or collusion with another Supplier or any other person which the Authority considers capable of undermining fair competition

Suppliers are required to complete and return Section 15 (Certificate of non-collusion and non-canvassing) noting that the Authority will be entitled to rely on the information provided in the certificate.

### Conflicts of interest

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.

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:

* + 1. 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
    2. 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

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

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

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

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.

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.

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.

### Supplier eligibility

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.

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 ITT 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.

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.

The Supplier will be required to review the Debarment List and ensured they (the Supplier) and any Associated Persons are not excluded, or excludable in relation to this particular Procurement. The Supplier will be responsible to ensure they and any Associated Persons are eligible to bid; if the Supplier or any Associated Persons are later found to be ineligible during the Procurement, the Supplier and their tender may be dismissed.

## Supplier warranties

In responding to this invitation, the Supplier warrants, represents and undertakes to the Authority that:

* + 1. it understands and has complied with the conditions set out in this document
    2. 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
    3. 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)
    4. 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

Suppliers should note that the potential consequences of providing incomplete, inaccurate or misleading information include that:

1. the Authority may exclude the Supplier from participating in this Procurement
2. the Supplier may be excluded from bidding for contracts under Schedule 7, Paragraph 13 of the Act
3. the Authority may rescind any resulting contract under the Misrepresentation Act 1967 and may sue the Supplier for damages
4. 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

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.

# How to Respond to this Opportunity

## Tender Submission

Please format your tender in accordance with the instructions below. Your proposal should contain your response to all of the specific questions and include any documentation requested in this document. Failure to include attachments could result in your tender being rejected. Please do not include promotional material, company annual reports or general marketing material for your company.

Ensure that tender responses, pricing schedule and supporting documents are clearly referenced and labelled.

The University reserves the right not to consider tenders if any of the information requested is not supplied or tenders are otherwise non-compliant or incomplete.

The deadline for the receipt of tenders is 17:00 Hours GMT 2nd May 2025.

You must submit one copy of your tender in electronic format. All tenders must be uploaded via the Delta supplier portal. DO NOT MAKE YOUR RETURN BY ANY OTHER METHOD. Tenders may be submitted at any time before the closing date. Please note that tenders received after the closing date will be rejected.

Please upload your submission using the 'Attach documents' and 'Submit Return' buttons – please do not use the correspondence function as this will not be accepted.

We advise that you log-on to commence your upload process at least 1 hour prior to the deadline however tenders may be submitted at any time before the closing date. Please note that tenders received after the closing date will be rejected.

## Clarifications of Invitation

Where there is uncertainty with any element of this Invitation, the University will endeavour to provide any additional information required as soon as possible. Bidders must not contact the University directly with any request for clarification or further information, all requests for clarification or further information must be submitted to the University through the messaging function via the Delta Portal no later than the deadline in the Procurement Timetable to allow the University sufficient time to respond prior to the closing date for receipt of submissions. The University reserves the right not to answer any requests for clarification submitted after the deadline set out in the Procurement Timetable.

If the University considers any clarification question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Bidders. This will usually be provided within a clarification update via the Delta Portal.

It is the responsibility of each Supplier to monitor all clarifications issued by the University. The University accepts no liability for any Supplier's failure to keep abreast of clarifications issued.

## Submission: Content & Structure

Hard copies of your written tender submission are not required and or permitted.

## Submission Checklist

This information is only for Bidder reference, should it help serve as a reminder of what to consider as part of the submission. It is the responsibility of the bidder to ensure it returns all required documentation via the Delta e-Sourcing portal before the submission deadline. Please refer to the below supplier checklist to ensure that all documents have been considered as part of your response, completed and returned as required.

* Answered all questions appropriate to your application.
* Enclosed any relevant supporting documentation to which you may have referred.
* Read and understood the declaration.

**Submission Checklist**

|  |  |  |
| --- | --- | --- |
| **Document** | **Description** | **Requirement** |
| Schedule 1 Procurement Specific Questionnaire (PSQ) | Pass/Fail Selection (Participation) Criteria, ensuring Bidders meet the standards required for competition participation. | Supplier to complete & return |
| Schedule 2 System Specific Requirements Questionnaire (SSR) | Award Criteria including pass/fail questions and scored questions to assess the quality of the CAFM system offered by Bidders. | Supplier to complete & return |
| Schedule 3 Quality Questionnaire | Scored Award Criteria assessing the quality and added value of service the bidder can provide in delivering their service. | Supplier to complete & return |
| Schedule 4 Pricing Document | Pricing document illustrating the costs of service the bidder will charge for delivery of service over the lifetime of any contract. | Supplier to complete & return |
| Invitation to Tender Document (this document) | Section 12 - Certificate of non-collusion and non-canvassing and Conflicts of Interest declaration. | Supplier to complete & return |
| Invitation to Tender Document (this document) | Section 11 - Declaration  Declaration and Supplier Details, as form of offer. | Supplier to complete & return |
| Invitation to Tender Document (this document) | Section 12 - Certificate of non-collusion and non-canvassing and Conflicts of Interest declaration. | Supplier to complete & return |

If Suppliers do not provide all of the items in the checklist, this may result in the response being treated as non-compliant and therefore rejected.

# Pricing

Please complete the attached Excel pricing schedule – Schedule 4.

Pricing Schedules must be completed in full, in Pounds Sterling and submitted as “Live” Excel Spreadsheets.

## Pricing Schedule Guidance

Where costs do not apply; please simply enter a 0 (zero) and provide commentary to confirm. Where indicated you may amend line items / add rows if needed, however, please ensure that this does not fundamentally alter the format of the schedules and does not compromise any formulas which calculate totals. Please provide a breakdown where suitable.

Please refer to the pricing schedule for additional pricing guidance and requirements.

### VAT

Pricing within the pricing schedule is to be input as pricing including VAT.

### Layout

The Pricing Schedule contains 3 sheets:

* Tab 1 - Instructions, for completion of the Pricing Schedule and captures the Bidders Company name .
* Tab 2 – Overall System Costs
* Tab 3 - Key Staffing Rate card
* Tab 4 – Out of Hours Rate Card Pricing

### Price for Evaluation

For the purposes of evaluation, the total cost of the approach of each tender will be used to evaluate the pricing for each tender. Bidders should be aware that BCU may take into account for evaluation relevant dependent costs to deliver each solution. This allows BCU to compare the total cost of each solution that would be incurred by BCU, whether from the Bidder alone or in addition any applicable additional costs, to achieve the objectives of the project. If required, additional dependent costs will be added or adjusted, beyond those specifically detailed by the Bidder within their Pricing Schedule.

## Payments

The University endeavours to pay all suppliers within 30 days of an undisputed invoice. The University will require Suppliers to ensure their subcontractors (if any) are subject to the same payment terms and that they are also paid within 30 days of invoice. This may be included as a KPI of the resulting contract.

# Contract Terms

BCU will look to contract with the successful bidder using the BCU Standard Terms & Conditions Contract for Services, contained in annex 4 of this ITT document.

## Insurance Requirements and Liability

Suppliers are to note, the insurance and liability requirements for this contract are set out below and will be placed within the resulting contract.

The minimum level of insurance required for this contract is detailed below:

|  |  |
| --- | --- |
| **Insurance** | **Minimum Level of Insurance** |
| Public Liability Insurance | £5M for each and every incident |
| Professional Indemnity Insurance | £5M for each and every incident |
| Employer’s Liability Insurance | Minimum statutory limit (£5M) as laid down by legislation |
| Product Liability Insurance | £5m per incident |

This information is requested within the Procurement Specific Questionnaire (PSQ) within Schedule 1 of this ITT Document.

## Special Terms

The below Special Terms will be used during contract formation to update the contract and relevant schedules, including replacement of the information within relevant schedules.

### Data Protection

Regarding Data Protection, the below DPA will form part of the contract:



### Staff Transfer

Both parties agree, no staff transfer will occur in relation to this Invitation and any subsequent contract.

# Schedules, Annexes and Appendices.

## Schedule 1 Procurement Specific Questionnaire (PSQ) for completion and Bidder return.

Bidders must ensure they are registered on the Central Digital Platform (CDP) when completing this PSQ document.



## Schedule 2 – System Specific Requirements (SSR) for completion and Bidder return.



## Schedule 3 – Quality Questionnaire for completion and Bidder return.



## Schedule 4– Pricing Schedule for completion and Bidder return.



## Annex 1 – General Specification of CAFM System Requirements for bidder reference. Includes also the following embedded Appendices for bidder reference:

Appendix 1 BCU CAFM Specific Specification of Requirements.

Appendix 2 Locations List – BCU Locations where assets are contained and maintained.

Appendix 3 Buildings List – Current List of BCU Buildings.

Appendix 4 User Profiles – List of User Profiles required within the CAFM System

Appenidx 5 Task Categories – Category Coding requirements of the CAFM System

Appendix 6 Discipline List – List of Contractor Disciplines’ the CAFM System will need to utilize.

Appendix 7 Asset Types – Asset types across BCU the CAFM system will need to capture.

Appendix 8 Asset Classifications - Asset Classifications across BCU the CAFM system will need to capture and record.

Appendix 9 CAFM Instruction Set – Instruction Set the CAFM system will need to utilize.

Appendix 10 Master Cleaning Trends Data – for bidder reference the requirement will be encapsulated within CAFM system service provision.

Appendix 11 BCU Permit to Work Process – Illustrates the Permit to Work process as a flowchart and its interrelationship with CAFM and CAFM recording requirement.

Appendix 12 Hard FM Work Flow Process – Illustrates the PPM & Reactive Maintenance Process the CAFM System needs to capture and record for bidder reference.

Appendix 13 – BCU API Standards.



## 

## Annex 2 Procurement Specific Questionnaire (PSQ) Completion Guidance Document for Bidder Reference.



## Annex 3 – Sample Supplier References form for Bidder reference.



## Annex 4 – BCU Standard Contract Terms & Conditions for Services for Bidder reference only.



# Mandatory Policies and Processes

The Mandatory Policies of the University which the Supplier and its sub-contractors must comply with are as listed on the below link with key policies listed further below. Any missing Mandatory Policies are available upon request from the University.

<https://www.bcu.ac.uk/about-us/corporate-information/policies-and-procedures>

## List of Policies

Listed below are key policies relating to this procurement and potential resultant contract. Should there be any missing mandatory policies or broken links, they will be available upon request from the University.

### BCU IT – Acceptable Use Policy



### BCU IT – Information Security Policy



### BCU IT – Automatic Screen Lock Policy



### BCU IT – Computer Account and Lifecycle Policy



### BCU IT – Staff Account Management Policy



### BCU IT – API Standards



### BCU IT – iPaaS Integration Patterns



### BCU IT – Change Management Process



### Business Continuity Policy



### Modern Slavery Statement

<https://bcuassets.blob.core.windows.net/docs/modern-slavery-statement-132301342156947022.pdf>

### Safeguarding Policy

<https://bcuassets.blob.core.windows.net/docs/bcu-safeguarding-policy-and-appendices-june-24-133619858264190227.pdf>

### Equality and Diversity in Employment Policy

<https://bcuassets.blob.core.windows.net/docs/equality-and-diversity-in-employment-policy-132272749792765655.pdf>

### Dignity at Work Policy

<https://bcuassets.blob.core.windows.net/docs/policy-for-the-prevention-of-bullying-harassment-and-victimisation-133397663976973445.pdf>

### Data Protection Policy

<https://bcuassets.blob.core.windows.net/docs/data-protection-policy-and-appropriate-policy-document-133734604384316501.pdf>

### Anti Fraud / Anti Bribery Policy

<https://bcuassets.blob.core.windows.net/docs/anti-bribery-policy-133087423729199559.pdf>

### Expenses Policy

*Available from the University upon request*

### Environmental Policy

<https://bcuassets.blob.core.windows.net/docs/csu2023009-environment-policyv2150223-133215466746137555.pdf>

### Safe Guarding Policy

<https://bcuassets.blob.core.windows.net/docs/bcu-safeguarding-policy-and-appendices-june-24-133619858264190227.pdf>

# Pass / Fail Participation Criteria

Suppliers must pass all the selection criteria before the quality criteria will be considered.

Organisations that fail ANY of the ‘pass/fail’ questions will not have the rest of their submission assessed and will be excluded from the procurement process at this stage.

# Selection Criteria Questions Guidance

The Authority will score the Selection Criteria Questions contained in the PSQ on the following basis:

|  |  |  |
| --- | --- | --- |
| **Section** | **Selection criteria** | **Pass or Fail** |
| Preliminary questions | Preliminary questions | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification.  ----------------------------------------  \*Unique identifier number for the Central Digital Platform (Supplier registration number) is required plus confirmation of registration of supplier core information on the Central Digital Platform.  ---------------------------------------  Pertaining to exclusions. Pass/Fail: Subject to the self cleaning provisions contained in paragraph 9.3.  ---------------------------------------  Presence on the debarment list for Mandatory Exclusions will be considered: Fail = Automatic Disqualification |
| Part 1 | Confirmation of core supplier information | Pertaining to exclusions. Pass/Fail: Subject to the self cleaning provisions contained in paragraph 9.3.  ------------------------------------------------  Non completion or incompletion of this section will lead to automatic disqualification. |
| Part 2A – associated persons | Additional exclusions information | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification.  --------------------------------  Pertaining to exclusions. Pass/Fail: Subject to the self cleaning provisions contained in paragraph 9.3.  --------------------------------------  Presence on the debarment list for Mandatory Exclusions will be considered: Fail = Automatic Disqualification |
| Part 2B – list of all intended sub-contractors | Additional exclusions information | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification.  -------------------------------------  Pertaining to exclusions. Pass/Fail: Subject to the self cleaning provisions contained in paragraph 9.3.  --------------------------------------  Presence on the debarment list for Mandatory Exclusions will be considered: Fail = Automatic Disqualification. |
| Part 3a Standard Questions Financial Capacity. Question 13. | Financial Capacity. | **Financial Assessment**  Pass/Fail.  Creditsafe Credit Reference Agency Check.  Pass= 50% or above Creditsafe Score.  Fail = Automatic Disqualification  **Or**  **Alternative Financial Assessment**  Pass/Fail  A minimum score of 12 is required to achieve a Pass  Fail = Automatic Disqualification  **Or**  Guarantor (Question 14). |
| Part 3a Standard Questions Financial Capacity. Question 14.Guarantor. | Financial Capacity. | Pass/Fail.  Non completion or incompletion of this section will lead to automatic disqualification.  Pass/Fail  If yes, Guarantor will need to Pass Question 13.  Fail = Automatic Disqualification |
| Part 3a Standard Questions. Question 15. Insurance. | Insurance. | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification.  Pass/Fail  Fail = Automatic Disqualification if insurance levels requested cannot be met. |
| Part 3a Standard Questions. Question 17. Legal capacity. GDPR Statement. | GDPR Statement. | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification. |
| Part 3a Standard Questions Financial Capacity. Question 18. | Technical Ability | A minimum score of 7 is required to achieve a Pass |
| Part 3a Standard Questions. Question 19. Subcontractor Management | Subcontractor Management | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification. |
| Part 3a Standard Questions. Question 20. Organisational standards | Organisational standards | Pass/Fail  Fail = Automatic Disqualification if one of the three certifications/accreditations requested cannot be met. |
| Part 3a Standard Questions. Question 21. | Health & Safety Statement. | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification. |
| Part 3a Standard Questions. Question 21a. | Accreditations & Certifications | Bidder to advise yes or no to questions. Response for Information Only. |
| Part 3b Tackling Modern Slavery in Supply Chains (PPN 009). Question 30. | Modern Slavery Statement (or equivalent statement/document) | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification. |
| Part 3b. Question 32. | Confirmations | Pass/Fail  Non completion or incompletion of this section will lead to automatic disqualification. |

* 1. To score a "pass", the Tender must adequately address all Selection Criteria key points and include adequate supporting evidence / examples / information within the Procurement Specific Questionnaire (PSQ). It must give a reasonable degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract if given contract award.
  2. The Selection Criteria information (above) must be returned within the Procurement Specific Questionnaire (PSQ) document Schedule 1 with the tender submission. Failure to return by the tender deadline with the completed PSQ will be regarded as an incomplete bid for evaluation.
  3. If a Bidder answers “Yes” to an excluded or excludable supplier question under sections: Preliminary Questions, Parts 2a & 2b of the PSQ, but provides evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion and, if the Authorities consider such evidence to be sufficient, the Authority shall allocate a “Pass” to that Bidder in relation to that question in accordance with Regulation 58(1-3) (inclusive) of the Procurement Act 2023.
  4. Bidders present on the debarment list for discretionary exclusions are said to be considered excludable bidders and the process of self-cleaning expressed in 9.3 above applies. Bidders present on the debarment list for Mandatory Exclusions are said to be excluded suppliers and ineligible for participation within this ITT process.
  5. All of the information requested in the Preliminary Questions, Parts 2a & 2b of the PSQ is requested for return in the Bidders completed PSQ document. Failure to return the completed PSQ by the tender deadline will be regarded a fail and as an incomplete bid for evaluation.

9.6 Financial Capacity.

In this stage the Bidder’s economic and financial standing will be assessed to verify the Bidder’s economic and financial standing.

**You are required, if requested, to provide one of the following listed below via the e-Tendering system as applicable to your circumstances;**

* A copy of your audited accounts for the most recent two years
* A statement of your turnover, profit & loss account and cash flow for the most recent year of trading, if option 1 cannot be provided
* A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position, if option 2 cannot be provided
* Alternative means of demonstrating financial status if trading for less than 12 months, if option 3 cannot be provided.

The Bidder is required to complete Ratio Analysis if requested.

If you are bidding on behalf of a Consortium, each Consortium member must provide the above financial information and complete a Ratio Analysis for assessment if requested

Your economic and financial standing will be assessed in the following way;

**Step 1 – Credit Reference Agency Report**

The Authority will determine a financial risk rating using a credit reference agency (currently Creditsafe) based on the information provided in your response.

**Step 2 – Ratio Analysis**

If required, the Ratio Analysis submitted with your Tender will be evaluated.

**Step 3 – Guarantor**

If required, financial assessment of the nominated Guarantor will be undertaken.

|  |  |  |
| --- | --- | --- |
| **Step 1 – Credit Reference Agency Report** | **Step 2 – Ratio Analysis** | **Step 3 – Guarantor\*** |
| Creditsafe Score of >51 = Pass | Ratio Analysis green indicator = Pass | Experian Score of >51 = Pass |
| Creditsafe Score of <51 = **Proceed to Step 2** | Ratio Analysis amber or red indicator = **Proceed to Step 3** | Ratio Analysis green indicator = Pass |
| If no Creditsafe report is available = Alternative financial assessment undertaken | If no ratio analysis is available = Alternative financial assessment undertaken | Ratio Analysis amber or red indicator = Fail |
|  |  | No Guarantor is provided = Fail |

*\*If the Bidder received a Pass at Step 3, the Authority will contact the nominated Guarantor to obtain written confirmation.*

**Alternative Financial Assessment**

If a Creditsafe report is unavailable and/or the Bidder is unable to complete the Ratio Analysis, the financial information provided will be assessed according to the criteria below.

Pass/Fail

A minimum score of 12 or above is required to achieve a “Pass”

|  |  |  |
| --- | --- | --- |
| **Score** | **Performance** | **Scoring Methodology** |
| **0** | Unsatisfactory | Failed to provide information |
| **4** | Weak | Statement of cash flow forecast, bank letter information, alternative means to demonstrate financial status failed to demonstrate a positive credit position and/or positive cash flow and/or sufficient cash reserves to support the requirements. |
| **12** | Good | Statement of cash flow forecast, bank letter information, alternative means to demonstrate financial status demonstrated a stable basis regarding a positive credit position and/or positive cash flow and/or sufficient cash reserves to support the requirements. |
| **20** | Excellent | Statement of cash flow forecast, bank letter information, alternative means to demonstrate financial status demonstrated a very positive in profit and/or cash flow and/or sufficient cash reserves to support the requirements. |

* 1. Financial Capacity. Guarantor

If a bidder requires a financial guarantor after undertaking the financial due diligence checks outlined in 9.5 above then the Bidders Guarantor will need to undertake these due diligence checks as a Guarantor outlined in 9.5 above.

* 1. Part 3a Standard Questions. Question 15. Insurance.

Bidders are required to confirm they have the requisite insurance within their PSQ return in Schedule 1:

Employer’s Liability Insurance = £5m per claim cover

Public Liability Insurance = £5m per claim cover

Professional Indemnity Insurance = £5m per claim cover

Product Indemnity Insurance = £5m per claim cover

All minimum insurance levels need to be met to receive a “Pass”. Only responses that have a **“Pass”** will progress to full evaluation.

Suppliers should return copies of their insurance paperwork if offered award of contract.

* 1. Technical Ability

In this stage the Bidder’s expertise/experience to undertake the contract will be evaluated. The Authority will employ the scoring criteria below.

You are required to provide details of 3 contracts to demonstrate that your organisation has a proven track record of providing similar types of services. Each contract is scored separately.

|  |  |  |
| --- | --- | --- |
| **Previous Contracts** | **Score** | **Weighting** |
| Contract Example 1 | Score 0-5 | Pass/Fail |
| Contract Example 2 | Score 0-5 | Pass/Fail |
| Contract Example 3 | Score 0-5 | Pass/Fail |

|  |  |  |
| --- | --- | --- |
| **Score** | **Performance** | **Scoring Methodology** |
| **0** | Unsatisfactory | No response or not relevant to the requirements.  The response gives no confidence that the Bidder has the capability, resource and experience to deliver a contract to the required standard. |
| **1** | Weak | Contains gaps within the information, does not cover all the keys aspects of the requirements, has only few synergies with our requirements.  The response gives little confidence that the Bidder has the capability, resource and experience to deliver a contract to the required standard. |
| **3** | Good | Covers all the key elements as a minimum, basic response.  The response gives a reasonable degree of confidence that the Bidder has the capability, resource and experience to deliver a contract to the required standard. |
| **5** | Excellent | Covers all the key aspects of the requirements, provides a depth of relevant detail that supports the response.  The response gives a high degree of confidence that the Bidder has the capability, resource and experience to deliver a contract to the required standard. |

Pass/Fail

A minimum score of 7 overall is required to achieve a Pass. Only responses that have a **“Pass”** will progress to quality evaluation.

Pass/Fail

If you cannot provide at least one Contract example for question 18 of the PSQ in Schedule 1 of the ITT, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

|  |  |
| --- | --- |
| **Score** | **Scoring Methodology** |
| **Fail** | No response or response not relevant to the requirements.  The response gives no confidence that the Candidate has the capability, resource and experience to deliver a contract to the required standard. |
| **Pass** | Covers all the key elements as a minimum, basic response.  The response gives a reasonable degree of confidence that the Candidate has the capability, resource and experience to deliver a contract to the required standard. |

9.8.1. Supplier References

Supplier references will be sought at this stage. Bidders should advise their referees in readiness that references will be sought so that referees can turn around reference requests in a timely manner.

References will be used to confirm validity of the information provided by bidders within the 3 contract examples they have provided as part of their PSQ return.

For the purpose of evaluating Technical Ability Scoring, any Supplier performance of contract evaluation information provided by referees will not be considered as relevant for scoring the suppliers technical ability.

9.8.2. Supplier References relating to Previous Contractual Performance and Award of Contract.

References received that are supplied as giving the Bidder a Poor Overall rating in terms of Satisfaction with the Organisation’s performance of contract may see the Bidder’s ITT submission as excludable on discretionary grounds under section 57 (7) of the procurement Act 2023, schedule 7 (11&12) and ineligible therefore for award of contract. The Contracting Authority reserves the right to consider exclusion on this basis and supplier non award for the supplier providing the Most Advantageous Tender (MAT).

Bidders would need supplier references received to be considered as poor for 2 out of the 3 Contract Examples supplied on Overall Performance of Contract, or for the majority of references provided if the bidder cannot provide 3 contract examples as references, for the contracting authority to consider a suppliers bid as excludable on the grounds of previous poor contractual performance.

In accordance with Regulation 58(1-3) (inclusive) of the Procurement Act 2023. If the bidder provides evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion and, if the Authority considers such evidence to be sufficient, the Authority shall not exclude a bidder on the grounds of previous poor contractual performance for award of contract.

In the instance that a Bidder is unable to provide at least contract examples, for example, is a new start-up or has provided services in the past but not under a contract.

Bidders should look to provide the contracting authority with references for the services undertaken not under a contract for 3 referees relevant to the service provision. Please provide this within the in 500 word statement requested in Q18 of schedule 1. Referee address information is considered additional to the 500 word limit within this area.

References received that are supplied as giving the Bidder a Poor Overall rating in terms of Satisfaction with the Organisation’s performance of contract may see the Bidder’s ITT submission as excludable on discretionary grounds under section 57 (7) of the procurement Act 2023, schedule 7 (11&12) and ineligible therefore for award of contract. The Contracting Authority reserves the right to consider exclusion on this basis and supplier non award for the supplier providing the Most Advantageous Tender (MAT).

Bidders would need supplier references received to be considered as poor for 2 out of the 3 Contract Examples supplied, or for the majority of references provided if the bidder cannot provide 3 contract examples as references, for the contracting authority to consider a suppliers bid as excludable on the grounds of previous poor contractual performance.

In accordance with Regulation 58(1-3) (inclusive) of the Procurement Act 2023.If the bidder provides evidence to the effect that measures taken by it are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion and, if the Authority considers such evidence to be sufficient, the Authority shall not exclude a bidder on the grounds of previous poor contractual performance for award of contract.

In instances where a supplier is unable to provide at least one contract example, such as a start up, without a work history then considerations of previous poor contractual performance does not apply.

In the event that a Bidder providing the Most Advantageous Tender (MAT) is excluded on the grounds of previous contractual performance, then the supplier providing the next for the supplier providing the next Most Advantageous Tender (MAT) will be offered award of contract, subject to satisfactory previous contractual performance.

A copy of the Supplier Reference sent to Bidder referees’ is contained for information purposes in Annex 3 of this ITT Document.

9.9 Part 3a Standard Questions. Question 20. Organisational standards

Cyber Essentials is the minimum accreditation the BCU accepts as a Cyber Security accreditation. Your organisation **must** hold one of the below certifications. Successful bidders(s) will be asked to supply copies of the appropriate accreditations or certifications they hold on contract award.

|  |  |
| --- | --- |
| Is your Organisation Cyber Essentials Certified? | Yes ☐ No☐ |
|  |  |
| Is your Organisation Cyber Essentials Plus Certified? | Yes ☐ No☐ |
|  |  |
| Is your Organisation ISO27001 accredited? | Yes ☐ No☐ |
|  |  |

Failure to hold one of the above certifications will result in the Suppliers bid being rejected.

9.10 All of the information requested in Questions, 17, 19, 21, 30 & 32 of the PSQ is requested for completion & return in the Bidders completed PSQ document. Failure to return this information in the completed PSQ (schedule 1) by the tender deadline will be regarded a fail and as an incomplete bid for evaluation.

9.11 Part 3a Standard Questions. Question 21a. Accreditations & Certifications.

Bidders are asked to confirm if they possess any of the following certifications as part of their PSQ (Schedule 1) return:

ISO55001

ISO9001

ISO14001

This information is not assessed and is for the Contracting Authorities information only. Successful bidders(s) may be asked to supply copies of any accreditations or certifications on contract award.

# Supplier Information and Declaration

## Supplier Information

Please complete company information below:

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| SUPPLIER NAME: |  | | | | | | | | |
| COMPANY REG. NUMBER: |  | | VAT NUMBER: |  | | | | | |
| TEL NUMBER: |  | | FAX NUMBER: |  | | | | | |
| E-MAIL (address for receipt of purchase orders) | | | E-MAIL (address for remittance if different to PO e-mail) | | | | | | |
|  | | |  | | | | | | |
| HEAD OFFICE ADDRESS: | | | ORDER DEPT. ADDRESS (if different): | | | | | | |
|  | | |  | | | | | | |
| BANK ACCOUNT NUMBER: | |  | BANK SORT CODE: |  |  |  |  |  |  |
| IBAN NUMBER: | |  | SWIFT CODE: |  | | | | | |
| BANK NAME & ADDRESS: | | | FACTOR NAME & ADDRESS (if applicable): | | | | | | |
|  | | |  | | | | | | |

## Declaration

By submitting this tender you are certifying that the information supplied is accurate to the best of your knowledge.

I/We agree to provide BCU with contact details for referees upon request or as requested.

I/We agree to arrange, with the insurers to provide a Statement to Birmingham City University that valid Insurance is held in accordance with the requirements of conditions of contract.

I/We confirm that adequate health and safety procedures are in place and shall be made available upon request.

I/We, the undersigned, tender and offer to provide the Contract as listed below, which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and on the terms and conditions.

I/We confirm that I/we can supply the contract as specified in our response to the Invitation to Tender and in accordance with the financial model response submitted.

I/We confirm that we accept the terms and conditions as issued with the Invitation to submit final tenders.

I/We understand that the Authority reserves the right to accept or refuse this tender in accordance with the Procurement Act 2023 and/or the Invitation to Tender terms & conditions of participation.

I/We confirm that all information supplied to the Authority and forming part of this Invitation to Tender response submission is true and accurate.

I/We confirm that the Supplier, together with all Associated Suppliers:

* are registered on the Central Digital Platform
* have ensured their information contained on the Central Digital Platform is true and accurate
* is not an excluded Supplier, or excludable in relation to this Procurement, following review of the Debarment List. The Supplier is responsible for any Associated Persons and has reviewed the Debarment List to ensure any Associated Persons are not excluded.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Authority immediately and update such information should this be required.

I/We confirm that I/we are authorised to commit the Supplier to the contractual obligations contained in the Invitation to Tender] and the resultant Contract.

I/We understand that non-compliance with the requirements of the Invitation to Tender or with any other instructions given by the Authority may lead to me/us being excluded by the Authority from (further) participation in the Procurement.

I/We agree that the Authority may disclose the Supplier’s information/documentation (submitted to the Authority during this Procurement) more widely within government for the purpose of ensuring effective cross-government procurement processes, including value for money and related purposes.

|  |  |
| --- | --- |
| Date: |  |
| Signature: |  |
| Name: |  |
| Position: |  |
| Telephone No: |  |
| Email: |  |

# Certificate of non-collusion, non-canvassing and Conflicts of Interest

## Statement of non-canvassing

I/we hereby certify that I/we have not canvassed any minister, official, representative or adviser of the Authority in connection with this Procurement and the proposed award of the contract by the Authority, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act. I/we agree that the Authority may, in consideration of our tender, and in any subsequent actions, rely on the statements made in this certificate.

I/we further hereby undertake that I/we will not canvass any minister, official, representative or adviser of the Authority in connection with the Procurement and/or award of the contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

## Statement of non-collusion

The Authority must receive bona fide competitive tenders from all Suppliers.

In recognition of this requirement, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer or the price in accordance with any agreement or arrangement with any other person (except any Associated Supplier identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time during the Procurement or, in the event of my/our final tender being successful, during the term of the contract, any of the following acts:

1. communicate to any person, other than the Authority, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence was essential to obtain insurance premium quotations required for its preparation
2. enter into any agreement or agreements with any other person that they shall refrain from participating in the tendering process carried out by the Authority or as to the amount of any offer submitted by them during the course of this process
3. cause or induce any person to enter into such an agreement as is mentioned in paragraph 2 above or to inform us of the amount or the approximate amount of any other tender for the contract
4. commit any offence under the Bribery Act 2010
5. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other tender or proposed tender for the performance of the contract

In this certificate, the word ’person’ includes any person, body or association, corporate or incorporate and ‘agreement’ includes any arrangement whether formal or informal and whether legally binding or not.

I/we agree that the Authority may, in its consideration of the tender and in any subsequent actions, rely on the statements made in this Certificate.

**12.3** **Conflicts of interest**

I/We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Contracting Authority.

So far as any possible conflict of interest has arisen, we have notified the Contracting Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority/Contracting Authority.

Signature

Name (print)

Position

Supplier name

Date