**Regulated Below Threshold Tender**

Invitation to Tender – Instructions for Bidders

Cultural Awareness Training Programme

2425-0213

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# Instructions for submitting a Response

## The contracting authority is seeking to award a contract for the provision of a ‘Cultural Awareness Training Programme’, as detailed in the Invitation To Tender Statement of Requirement.

Contained within the tender pack are the following documents:

* ITT – Instructions for Bidders
* ITT – Statement of Requirements
* ITT – Response to Tender
* ITT – Pricing Schedule
* ITT – Conditions of Contract

## This procurement is being managed under Part 6 of the Procurement Act (below-threshold contracts). It is essential to observe and comply with the following instructions in the preparation and submission of your Tender.

**The contracting authority reserves the right to reject any Tender that does not fully comply with these instructions.**

## All Tenders must be submitted through The contracting authority’s e-tendering portal [Sell2 (in-tend.co.uk)](https://eur02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fsell2.in-tend.co.uk%2Fblpd%2Fcontracts&data=05%7C02%7CRicky.Vekaria%40northyorkshire.police.uk%7C1932f555e66b4bc114e408dc43ffd11c%7C2c84bc9193af476e9721cdad67cb3ead%7C0%7C0%7C638460013204761750%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=gMzMkzuhPcz8IyV5mQK7z76Eo9mWP1Q8EzqW6ZU8viM%3D&reserved=0)

### For the avoidance of doubt, submissions made by any other method will not be accepted. Failure to submit all completed documents by the Deadline for ITT submissions through the e-tendering portal may result in the submission being rejected.

### Tenders will only be considered submitted when the Bidder has pressed the ‘submit return’ button. We recommend keeping a copy of the Return Receipt as evidence of submission.

### All correspondence in relation to this Tender will be sent electronically via the e-tendering portal. Further instructions on how to use the tender exchange facility are given on the site.

### 1.3.4 In the event of any issues with the portal at any time before during or after submission, you must contact the portal’s technical support team at [support@intend.co.uk](mailto:support@intend.co.uk).

## The following documents for ITT submissions must be submitted by the deadline date:

* ITT – Response to Tender
* ITT – Pricing Schedule
* Optional: Supplier Information (from Central Digital Platform (CDP)) – *see 1.6 below.* Bidders may wish to submit their information via the CDP but may instead complete the relevant section of the ITT Response to Tender.

## The Tender must be completed in English.

## Bidders may choose to complete and provide their core Supplier Information using the CDP. Bidders must share this information (prior to the submission deadline) via the CDP to the e-Tendering Portal by A) Providing a share code or B) Downloading a copy of the Supplier Information and attaching it as a document as part of the submission.

### This is not mandatory, however if Bidders choose to do this, the information provided must be complete and up to date.

### Bidders who don’t provide their information using the CDP must complete the relevant sections of the Response to Tender. Failure to provide all required information - complete and up to date - using either the CDP or the Response to Tender document - will result in your bid being excluded.

## Where any information supplied as part of the tender becomes inaccurate or significantly changes before or after the submission of this ITT the Bidder must notify The contracting authority as soon as possible, together with a full explanation of the changes and reasons for the changes. The contracting authority may decide that the Bidder should not participate further in this Procurement Exercise as a result of any such change in information.

## Bidders must complete and submit all tender information in the format that it has been supplied (such as Word, PDF and Excel) without changing, locking or restructuring any of the questions or the Schedule of Rates. **Bidders should note that recreating these questions in their corporate format could result in an error or omission, which may result in elimination from the process due to an incomplete Tender.**

## Please note that additional documentation, links or references to websites must not be submitted unless specifically requested. Such unrequested documents will be disregarded. Where any specific documentation is required, it will be clearly stated within this document and must be clearly referenced in your response. **Failure to reference additional documentation clearly may result in the information being disregarded**.

## The Bidder must submit details of any Sub-contractor(s) it intends to use to deliver the contract, and the supplies or services that each will provide.

## In the case of Joint Ventures or Partnerships, full details of the proposed agreements shall be provided with the Tender. If identified as the Highest-Scoring Bidder, a statement from both or all parties on their joint and severable liability will be required.

## The Bidder shall be responsible for ensuring that their Tender is complete, clear and unambiguous. The contracting authority shall be under no obligation to seek clarification from a bidder after the submission of a Tender and may, if appropriate, mark down or exclude a Bidder from further consideration if the Tender is ambiguous or lacks clarity.

# Person(s) Responsible for the Tender

## All contact with the named individual(s) in relation to this procurement process should be made through the e-tendering portal. The lead for this procurement process is Ashley Salt.

# Timetable

## At the time of publication, the timetable for this procurement process is as detailed below; however, The contracting authority reserves the right to amend the timetable at any time.

|  |  |
| --- | --- |
| Document/Event | Date |
| ITT publication | Please see e-tendering portal\* |
| Deadline for ITT Clarifications | 16/04/2025 |
| Deadline for ITT Submissions | **23/04/2025** |
| Contract Award | 01/06/2025 |

Please note that the ‘Contract Award’ is an anticipated date which may be subject to revision.

# Tender Process Conditions

## The contracting authority reserves the right:

1. not to enter into an agreement/contract pursuant to the tender process with any bidder or at all;
2. at any time to vary, add to, delete, withdraw from, suspend or terminate the Tender Process, any part of the Tender Process and/or
3. to change the date of any event occurring on or forming part of the Tender Process

## The contracting authority may in its absolute discretion exclude any Bidder from further involvement in the Tender Process that:

1. is subject to one or more of the grounds for mandatory exclusions or grounds for discretionary exclusions, as set out in Schedules 6 and 7 of the Procurement Act.
2. Fails to comply with any instruction, condition or requirement in the Tender or breaches procedural requirements in the Tender Process.
3. is guilty of a material misrepresentation in supplying any information requested in these documents or otherwise in connection with the Tender Process
4. commits a breach of any undertakings in its response
5. if the Bidder (or any holding company of the Bidder) goes into receivership, administration or liquidation (other than on a bona fide restructuring of its business), becomes insolvent or enters into any composition, scheme or arrangement with its creditors or ceases or threatens to cease to carry on its business or does or threatens to do any similar or analogous act in any jurisdiction.
6. if the Bidder (or a subcontractor to who the Bidder intends to sub-contract of all or part of the contract) is not a UK or treaty state supplier.
7. directly or indirectly canvasses any member or representative of The contracting authority or any of the organisations involved in this process concerning the award of the Contract or any other Tender.
8. submits what The contracting authority consider to be an abnormally low-priced tender (in relation to performing the requirements of the contract) and is unable to satisfactorily demonstrate their ability to perform the contract for the sum tendered.
9. is found to have colluded with other Bidders, or any party in relation to this procurement exercise, in order to fix or adjust Tender rates / pricing.
10. There is a conflict of interest that puts a Bidder at an unfair advantage that cannot otherwise be avoided, or the Bidder refuses to take steps to avoid it.
11. There is evidence of corruption or collusion between Bidders or between Bidders and contracting authorities.

## The contracting authority shall not be liable for any costs, fees or expenses (including those of its advisors) incurred by the Bidder in respect of participation in the Tender Process.

## Each Bidder is responsible for ensuring that it is fully aware of all relevant statutory, regulatory and other requirements, guidance and codes of practice concerning or relevant to the specification / Statement of Requirements.

## Bidders shall not communicate, other than to the Person Responsible for the Tender as identified in section 2, the financial details of the bid submission to anyone outside of the Bidders’ organisation, save that such details may be shared with the Bidders’ legal or insurance advisors provided that they are informed of the confidential nature of the information before it is shared.

## By submitting a Response to Tender, Bidders are assumed to accept, in full, the contract terms and conditions and to be fully compliant with all requirements of this Procurement Process. Any non-compliant submissions will be excluded. The contracting authority will not enter into discussions on any of the terms and conditions or requirements for this Tender outside of this process, other than as provided for in Section 7 (Queries About the Procurement) and is under no obligation to accept any proposed changes.

## Prices submitted in the pricing schedule shall remain open for acceptance for a period of no less than 90 days.

## The final contract will be let under English Law and subject to the jurisdiction of the courts of England and Wales.

# Transparency

## Following the publication of the statutory Instrument 2012 – Amendment 2479 [The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012 (legislation.gov.uk)](https://www.legislation.gov.uk/uksi/2012/2479/made), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.

## The contracting authority acts on behalf of Police Forces in England and Wales and therefore Bidders should be aware that Statutory Instrument 2012 – Amendment 2479 applies to this procurement and any contracts entered into as a result of this procurement.

## As part of the transparency agenda, the Government has made the following commitments with regard to procurement and contracting:

* All new contracts over the value of £10,000 to be published in full online.
* All items of spending over £500 per month to be published online;

## to meet this requirement The contracting authority intends to publish all contracts of a value exceeding £10,000 on the e-tendering portal.

## The full list of Criteria for which redactions may be permitted are as follows:

* Exemptions (absolute or qualified) provided for by the Freedom of Information Act 2000 in regard to the disclosure of information.
* Exemptions provided for in the Procurement Act 2023, Procurement Regulations 2024 and as updated and / or amended by any future legislation made under the Procurement Act.
* UK General Data Protection Legislation: (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018
* Protection of Intellectual Property Rights (IPR)
* Third Party confidential information that cannot be disclosed as a matter of law; information and guidance on understanding exemptions and other FOI matters can be accessed from the Information Commissioner’s Office [www.ico.gov.uk](http://www.ico.gov.uk).

## It is our intention to publish the full version of any contract falling within the requirements of this Statutory Instrument unless you provide a redacted contract when requested to do so on award of the contact to you and where the redactions are permissible as set out above.

5.6 **FIRE SERVICE** – Local Government transparency code 2015

[The Local Government Transparency Code 2015](https://www.gov.uk/government/publications/local-government-transparency-code-2015)

The Transparency code requires the publication of details of every contract, commissioned activity, purchase order, framework agreement and any other legally enforceable agreement with a value that exceeds £5,000.

As part of the transparency agenda, Government has made the following commitments with regard to procurement and contracting:

* + - 1. All new contracts over the value of £5,000 to be published in full online;
      2. All items of spending over £500 per month to be published online. To meet this requirement the Employer intends to publish all contracts over a value exceeding £5,000 on it’s website ([Contracts and Tenders - North Yorkshire Fire & Rescue Service (northyorksfire.gov.uk)](https://www.northyorksfire.gov.uk/about-us/financial/contracts-and-tenders/)

# Confidentiality and Freedom of Information

## This Tender and associated information is confidential and shall not be disclosed to any third party without the prior written consent of The contracting authority. Copyright in this Tender is vested in The contracting authority and may not be reproduced, copied or stored on any medium without The contracting authority’s prior written consent.

## The Bidder shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Tender Process in any media without the prior written consent of The contracting authority.

## Subject to The contracting authority’s disclosure policy set out at paragraph 6.4 to 6.6 below, The contracting authority shall protect any confidential information provided by the Bidder in its response to the Tender to the same standard as The contracting authority protects its own confidential information, provided that:

* The information or document is clearly marked as CONFIDENTIAL
* Where applicable, the Bidder has provided a statement of reasons, setting out what harm may result from disclosure and the time period applicable to the sensitivity and the information is:
  + secret, substantial and identifiable; and
  + not in the public domain.

## The contracting authority may disclose the Bidders confidential information to its professional advisers or if it is required to do so:

* by a court or regulatory body; or
* pursuant to a request under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR).

## Any information created by or submitted to The contracting authority in relation to this Tender and the Tender Process (including any confidential information) may need to be disclosed by The contracting authority in response to a Request for Information (as defined in section 8 of FOIA).

## In making any submission in relation to this Tender and the Tender Process, each Bidder (and each Connected Person) acknowledges and accepts that the information contained therein may be disclosed under FOIA or EIR without consulting the Bidder or following consultation with the Bidder and having considered its views.

# Queries about the Procurement

## Bidders may request clarifications relating to this procurement via the e-tendering portal. The deadline for the receipt of clarifications is set out in the timetable in Section 3 of this document.

## The contracting authority will respond to clarifications as soon as practicable. If the response is deemed relevant to other Bidders, it will be made available to them, to ensure equal treatment. Any potential areas of non-compliance should be raised during the clarification period to enable consideration prior to the tender deadline.

# Assessment Process

## Bids will be assessed against the criteria below to determine the Highest Scoring Bidder(s).

|  |  |
| --- | --- |
| Price: | 40% |
| Quality | 50% |
| Social Value | 10% |

## The ITT Technical Response document, Pricing Matrix and any supplementary information requested will be assessed using the following process:

### **Step 1:** The ITT Response to Tender document (and, if relevant, information provided through the Central Digital Platform) will be checked for completeness. If the Bidder has provided incomplete information, they may be excluded from the process (depending on the nature and volume of missing information). Step 1 will also include a check of the Debarment List. If a Bidder is on the Debarment List, they will be excluded from the procurement.

### **Step 2:** Gateway Questions (relating to the specification / requirement i.e. technical or quality questions) in the ITT Response to Tender will then be assessed on a Pass/Fail basis. A Pass indicates you stated you are able to comply with all the requirements, a fail indicates you have stated you are unable to meet the requirements and will be excluded from the process.

## Guidance Note: Gateway questions must not relate to bidder “suitability”, they must be based on contract delivery e.g. quality, technical requirements, etc.

### **Step 3:** On successful completion of the previous steps, Technical / Quality Questions will then be assessed accordance with the scoring matrix in Section 9

### **Step 4:** Price will be evaluated on the overall cost for the whole term of the contract period (including any extensions) and must include all services as detailed in ITT Statement of Requirements. The lowest overall cost will be awarded full marks available for price and all subsequent bids will receive a proportion of the available marks based on the lowest overall submission **(Lowest bid received divided by the bid being evaluated multiplied by 40%)**. Pricing must include VAT.

### **Step 5:** Suitability Questions will be assessed on a Pass/Fail basis alongside the Response to Tender and prior to contact award. The questions and details of the scoring matrix are included the ITT Response to Tender document. Failure to meet any one of the suitability questions will result in your tender being excluded.

### **Step 6:** Due diligence will be undertaken on the Highest Scoring Bidder(s) to ensure that any statements made are true prior to any contract award.The Highest Scoring Bidder(s) will be required to submit any supporting evidence to verify any self-certification responses provided, within 5 working days of the initial request (unless otherwise agreed with The contracting authority). Failure to do so will result in exclusion from award and The contracting authority reserves the right to invite the next highest-ranking Bidder who can demonstrate compliance.

## **Step 7:** The Highest Scoring Bidder(s) will then be awarded the contract which may be subject to an 8-working-day standstill period. All Bidders will receive notification via the e-tendering portal of the outcome. Contract Documentation will be drawn up including documentation already published and received and contract signature.

## In the event of a tie - where two or more bidders receive the same total aggregated price and quality score - the following tie-breaker will determine who will be awarded the contract:

The Bidder who achieved the highest score for quality will be the winning bidder.

# ITT Response to Tender Structure

## The table below provides an overview of the assessment, award and suitability criteria:

|  |  |
| --- | --- |
| **Assessment Criteria** | **Assessment Criteria** |
| Step 1 – Verification of Submission | Pass/Fail |
| Step 2 – Gateway Questions | Pass/Fail |
| Step 3 – Technical Questions TOTAL | **50%** |
| Technical Questions | 46% |
| Business Continuity | 2% |
| Supply Chain Resilience | 1% |
| Risk Management | 1% |
| Social Value | **10%** |
| Step 4 – Price | **40%** |
| Step 5 – Suitability Questions | Pass/Fail |
| Financial Capacity | Pass/Fail |
| Insurance | Pass/Fail |
| Information Governance | Pass/Fail |
| Modern Slavery | Pass/Fail |
| Artificial Intelligence Disclosure | Pass/Fail |
| Relevant Experience and Contract Examples | Pass/Fail |

## Bidders responses to the technical questions in Step 3 – outlined in the ITT Response to Tender - will be assessed in line with the award criteria and the following methodology:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Interpretation** |
| Excellent | 5 | A response that meets the requirement which is detailed, relevant, descriptive and clearly evidenced. Demonstrating comprehensively the ability, understanding, skills, resource and quality measures required. The response clearly explains how outcomes will be achieved that are relevant to the requirement. |
| Good | 4 | A response that meets the requirement and demonstrates the ability, understanding, skills, resource and quality measures required and is evidenced and relevant. |
| Acceptable | 3 | A response that meets the requirement. However, the ability, understanding, skills, resource and quality measures required are not fully evidenced, detailed and relevant. |
| Minor  Reservations | 2 | A response with minor gaps but satisfying a reasonable proportion of the requirement. Minor reservations of the Bidder’s relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services, with some clarification required to support the response. |
| Major Reservations | 1 | A response with major reservations that only satisfies a small part of the requirement. Considerable reservations of the Bidder’s relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services, with little evidence to support the response. |
| Unacceptable | 0 | Does not meet the requirement. Does not comply and/or irrelevant information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with no evidence to support response. |

9.3 The score will be divided by the total score available (5). The total sum in each section will then be multiplied by the weighted criteria to create a total score.

# Commonly Used Terms

|  |  |
| --- | --- |
| Award Criteria | Means the criteria set out in this document in section 10 |
| Bidder(s) | Means any organisation(s) invited by The contracting authority to submit a Tender |
| Central Digital Platform | Means Find a Tender Service |
| Connected Person | Means a legal person within the meaning given in sections 993 and 994, Income Tax Act 2007; and sections 1122 and 1123, Corporation Tax Act 2010 |
| Debarment List | A list of suppliers who, following investigation, have been debarred from taking part in public procurements due to an exclusion ground. |
| FOIA | Means the Freedom of Information Act 2000 as amended from time to time. |
| Highest Scoring Bidder(s) | Bidders with the highest scores following the Assessment Process. |
| ITT | Means Invitation to Tender |
| Procurement Rules | Means the Procurement Act 2023 |
| Requirements | Means the goods, services, works, supplies and / or any associated specifications, objectives and outputs, as detailed in the ITT Statement of Requirements or other ITT document. |
| Sub-contractors | Means a third party organisation the Bidder intends to form a contract with to deliver all or part of the contract. |
| Supplier Information | Means the information that Bidders may complete on the Central Digital Platform and provide as part of their Tender. |
| Suitability Questions | Minimum requirements Bidders must meet to perform the contract, e.g. legal and financial capacity, technical ability etc. |
| Tender | Means any Tender submitted by a Bidder. |
| Tender Return Date | Means the date set out in the Invitation to Tender and the Intend e-Tendering Portal |
| Terms and Conditions | Means the legal contract between one or more suppliers and one or more contracting authorities in the form of a Contract, Framework, Call Off Contract and including any special terms and conditions particular to the Tender. |