



**INVITATION
TO
TENDER
INSTRUCTIONS
(Low Value Services)**

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INTRODUCTION

1. DFID Mission & Values

DFID's mission is to help eradicate poverty in the world's poorest countries and this is underpinned by our set of values:

- Ambition and determination to eliminate poverty
- Ability to work effectively with others
- Desire to listen, learn and be creative
- Diversity and the need to balance work and private life
- Professionalism and knowledge

2. Structure of ITT Pack

The Invitation to Tender (ITT) Pack consists of a Covering Letter and 3 Volumes as detailed below:

Volume 1. - Instructions, Scoring Methodology and Evaluation Criteria

Volume 2. - Terms of Reference

Volume 3. - Commercial Pro Forms for the Commercial Tender

Any additional information documents will be listed in the Covering Letter

3. Tender Acceptability

This ITT Pack is designed to help you produce a Tender that is acceptable to DFID and to ensure that Tenders are given equal consideration. It is essential you provide information in the format requested. The Tenderer shall be responsible for any breach of the Conditions of Tender by anyone they have involved in their response to this ITT.

ELIGIBILITY TO SUBMIT A TENDER

4. Untying Aid

UK Development Assistance has been fully untied allowing suppliers from anywhere in the world to tender for DFID contracts.

5. Corporate Social Responsibility

DFID wishes to work with suppliers who embrace the above values, and also demonstrate Corporate Social Responsibility (CSR) by taking account of economic, social and environmental factors. These practices, whether operated locally, regionally or internationally, should also comply with International Labour Organisation (ILO) core standards on labour and social matters.

6. Security Clearance

If the contract requires the provision of personnel to work in a DFID office or have access to DFID IT systems, the successful Tenderer must ensure that related personnel are cleared to the minimum Baseline Security Standard.

DFID will provide a copy of the required forms to the successful Tenderer only, prior to award of contract.

7. Duty of Care

All Supplier Personnel (including their employees, sub-contractors or agents) engaged under a DFID contract will come under the Duty of Care of the lead Supplier. The Supplier is responsible for the safety and well-being of their Personnel and any Third Parties affected by their activities, including appropriate security arrangements. The Supplier will also be responsible for the provision of suitable security arrangements for their domestic and business property.

Suppliers must comply with the general responsibilities and duties under relevant health and safety law including appropriate risk assessments, adequate information, instruction, training and supervision, and appropriate emergency procedures. These responsibilities must be applied in the context of the specific requirements the Supplier has been contracted to deliver (if successful in being awarded the contract).

INSTRUCTIONS FOR SUBMITTING A TENDER

8. Tenderer Contact Point

Tenderers must provide a single point of contact in their organisation for all correspondence relating to this Competition.

9. Format of Your Tender

Your Tender should be submitted in English and be set out in 2 main parts (A & B) as outlined below.

Part A - Technical

- Your proposed methodology for implementation and Names & CVs (showing previous experience) of proposed personnel. **[Amend as appropriate and relative to Evaluation Criteria]**
- A table of Personnel Inputs (person days).

Part B – Commercial

- All prices must be for the duration of the contract and priced in **[Amend as appropriate -**

Sterling / local currency] [To note : Refer to Smart Rule 29 - The SRO must ensure that all commitments are made in Sterling, for commitments made in local currency only those over £50k need to be agreed by the Financial Accounting and Control Team, FCPD.] using the Commercial Proformas provided in Volume 3.

- Please note that Government Policy places the burden of exchange rate fluctuations on the supplier, who will be expected to absorb the impact of these within and across the contract.

10. Digital Spend [where appropriate]

[The Government Digital Service (GDS), on behalf of Cabinet Office, monitors all digital spend across government. DFID is required to report all spend and show that what we have approved meets with the GDS principles and is good value for money. Our planned digital activity should also be in line with the DFID digital strategy.

Digital applies to any external facing service delivered through the internet to citizens, businesses, civil society or non-governmental organisations. This includes, but is not limited to: information services, websites, transactional services, web applications, mobile apps and extranets.

Suppliers must clearly outline within the commercial proposals costs which fall within this criteria. You must also confirm that this adheres to the GDS principles. Approval must be given from DFID's Digital Panel before any spend can be included within contract, regardless of value.]

11. Government Tax

Please note that Tenderers are responsible for establishing the status of this Requirement for the purpose of any government tax in the UK or Overseas. Any applicable taxes must be shown on Commercial Pro Forma 3 (ITT Volume 3).

12. Nominated Personnel

You must:

Confirm that all personnel will be available to provide the required services for the duration of the contract.

- a) Give the name of their employer, clearly state if self-employed or if any of the personnel is not a member of the Tenderer's staff.
- b) If nominating a member of DFID staff who is in service, or on leave of absence, or has been a staff member of DFID within the past 2 years, the individual should obtain prior written agreement from DFID's Human Resources Department. A copy of this agreement must be provided to the Contract Officer.
- c) If nominating an ex-UK Crown Servant who has left the service within the past 2 years, include a letter from their Crown Service employer granting permission for them to undertake the services.

13. Conditions of Tender and Rejection of Non-Compliant Tenders

The instructions contained in this ITT Pack constitute the Conditions of Tender. Participation in the tender process confirms that the Tenderer accepts these Conditions of Tender. Non-compliant Tenders may be rejected by DFID.

14. Letter to Accompany Tenders

Your Tender must be accompanied by a letter on Company headed paper showing the full registered and trading name(s), trading and registered office address of the Tenderer and, in the case of a Company, the place of incorporation. It should be signed by a person of suitable authority to commit the Tenderers to a binding contract. The original signed version of this Letter should be scanned and included within your Tender. You must quote the ITT Title, (as provided on the ITT Covering Letter) and include the following declarations:

1. We have examined the information provided in your Invitation to Tender (ITT) and offer to undertake the work described in accordance with the requirements as set out in the ITT. This Tender is valid for acceptance for **[3]** months and we confirm that this Tender will remain binding upon us and may be accepted by you at any time before this expiry date.
2. (if applicable) Certain information included in this Tender would, if disclosed, prejudice our commercial interests. The particular information, together with an explanation and the period this information should be withheld, is attached to this letter. You have requested this information in relation to the Freedom of Information Act 2000.
3. We accept that any Contract that may result will a) comprise the Contract Documents issued with the ITT and be based upon the documents submitted as part of our Tender; and b) be placed by the Secretary of State for International Development.
4. The Tender (Commercial & Technical) has been arrived at independently and without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any other supplier invited to tender for this contract.
5. We confirm that the enclosed electronic version of the technical and Commercial Tender is a true and complete copy of our Tender
6. **Delete as Appropriate:**

We understand the obligations in Paragraph 17. Disclosures of the ITT Instructions and confirm we have no declarations to make.

OR

We have included the necessary declarations within our Commercial proposal.

7. We confirm that all personnel and/or sub-contractors named in the tender will be available to undertake the services.
8. We agree to bear all costs incurred by us in connection with the preparation and

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submission of this Tender and to bear any further pre-contract costs.

9. I confirm that we accept DFID's Standard Terms and Conditions of Contract.
10. I confirm that I have the authority of [name of organisation] to submit this Tender and to clarify any details on its behalf.

15. Submission of Tenders

Your tender **must be submitted electronically only**. This should be submitted in PDF format in one Electronic File by e-mail (the Electronic File must not exceed 10MB in size)

Tenders must be sent to the e-mail address of the Responsible Officer as detailed in the ITT Covering Letter. The Tender covering e-mail must state the following:

- ITT Title
- Due Date of Tender
- Name of Tenderer

The Tender must be received by the due date and time indicated in the ITT Covering Letter. **Late Tenders will not be accepted in any circumstances.**

16. Conflict of Interest

Tenderers must disclose in their Tender any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest by taking part in this competition or if awarded the contract. This also applies to any sub-contractors proposed by the Tenderer. Where Tenderers identify any potential conflicts they should state how they intend to avoid such conflicts. DFID reserves the right to reject any Tender which, in DFID's opinion, gives rise, or could potentially give rise to, a conflict of interest.

17. Disclosures

The Tenderer must disclose:

a) If they or any of the Tenderer's sub-contractors:

- are or have been the subject of any proceedings or other arrangements relating to bankruptcy, insolvency or financial standing.
- has been convicted of any offence concerning professional misconduct.
- has not fulfilled any obligations relating to the payment of social security contributions.

b) If they or any of the Tenderer's sub-contractors have been convicted of, or are the subject of any proceedings, relating to:

- participation in criminal organisation.
- corruption including the offence of bribery.
- fraud including theft, and not fulfilling any obligations relating to payment of taxes.

- money laundering.
- c) If they or any of the Tenderer's sub-contractors are, or have reason to believe that they may have been, or are subject of any proceedings, that may be listed by the World Bank in its 'Listings of Ineligible Firms' or "Listings of Firms, Letters of Reprimand' posted at <http://www.worldbank.org> or on any similar list maintained by any other donor of development funding, or any contracting authority.

Disclosure extends to any company in the same group of the Tenderer (including but not limited to parent, subsidiary and sister companies, and companies with common shareholders whether direct or indirect and parties with whom the Tenderer is associated in respect of this Tender).

Where any misconduct or complaint is disclosed, it will be assessed by DFID as to whether the Tenderer should be excluded from this ITT.

18. Distribution of Tenders and Freedom of Information

DFID may disclose Tender information to its officers, employees, agents or partners for the purposes of conducting this competitive exercise and subsequent contract management.

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), DFID may (acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR) be required to disclose information submitted by the Tenderer.

In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:

- clearly identify such information as commercially sensitive;
- explain the potential implications of disclosure of such information; and
- provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

Where a Tenderer identifies information as commercially sensitive, DFID will endeavour to maintain confidentiality.

Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to DFID and the Tenderer should not attempt to answer the request without first consulting with DFID.

19. Collusive Behaviour

Any Tenderer who:

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- a. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- b. communicates to any party other than DFID or, the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- c. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- d. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- e. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to DFID and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

20. Sustainable Development

DFID endorses UK Government policy on sustainable development produced by the Department for Environment, Food and Rural Affairs ([Encouraging businesses to manage their impact on the environment - Policies - Inside Government - GOV.UK](#))

DFID principles and approaches are covered in more detail in the 'Our procurement policies and initiatives' section on the DFID website ([Procurement at DFID - Inside Government - GOV.UK](#))

21. Confidentiality

All material issued in connection with this ITT shall remain the property of DFID and shall be used only for the purpose of this procurement exercise. All information provided shall be either returned to DFID or securely destroyed by unsuccessful Tenderer's at the conclusion of the procurement exercise.

The contents of this ITT are being made available by DFID on condition that:

- a) Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
- b) Tenderers shall not disclose any information supplied as part of this procurement process, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

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- c) Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
- d) Tenderers shall not undertake any publicity activity in connection with this ITT within any section of the media.
- e) Tenderers should not disclose or make available to the press, or in any other way make public, any information in respect of this ITT without the express written permission of DFID.

Tenderers may disclose, distribute or pass any of the information to the Tenderer's advisers, sub-contractors or to another person provided that either:

- a) This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
- b) The Tenderer obtains the prior written consent of DFID in relation to such disclosure, distribution or passing of information; or
- c) The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or the Tenderer is legally required to make such a disclosure.

In this section the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

22. Right to Cancel, Clarify or Vary the Process

By taking part in this competitive exercise, Tenderers accept that DFID shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.

DFID reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

23. Costs of the ITT

Tenderers will remain responsible for all costs and expenses incurred by them, their staff, and their advisors or by any third party acting under their instructions in connection with this ITT. , DFID shall have no liability whatsoever to Respondents for the costs of any amendments, changes, discussions or communications.

Scoring Methodology and Evaluation Criteria

24. Technical Evaluation

The Technical Evaluation places emphasis on the degree of confidence the Evaluation Team have in the Tender content and the Tenderer’s capability to deliver the outputs effectively.

25. Commercial Evaluation

Tenderers should aim to demonstrate within the Commercial Tender that their overall Tender offers the best mix of quality and effectiveness for the least outlay over the period of using the goods or services required.

26. Scoring Methodology

The Evaluation Team will apply the following scoring methodology:

6	Excellent, addresses the requirements of the ToR and all ITT issues, and where relevant demonstrates fine tuning, to make a match with Client expectations, and is of a quality and level of detail and understanding that provides confidence in certainty of delivery and permits full contractual reliance (where applicable)
5	High degree of confidence that they can meet the requirements of the ToR (and where relevant strong evidence they have tailored their response to meet these). Demonstrates they have a thorough understanding of what is being asked for and that they can do what they say they will; translates well into contractual terms (where applicable)
4	An understanding of all issues relating to delivery of the ToR and tailoring the response to demonstrate that proposals are feasible so that there is a good level of confidence that they will deliver; can be transposed into contractual terms (where applicable)
3	Understands most of the issues relating to delivery of the ToR and addresses them appropriately with sufficient information, but only some relevant tailoring and so only some confidence that they will be able deliver in line with expectations
2	Some misunderstandings of the issues relating to delivery of the ToR and a generally low level of quality information and detail. Poor appetite to tailor when asked and so fails to meet expectations in many ways and provides insufficient confidence.
1	ToR issues are scantily understood and flimsy on quality information, with minimal tailoring if any where relevant. Provides no confidence that the issues will be addressed and managed at all in line with expectations
0	Complete failure to address the requirements of the ToR.