Attachment 1

# INVITATION

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# TENDER

# **INSTRUCTIONS**

(Call-down Competition)

### Dear Sir/Madam

You are invited to submit a tender to the Secretary of State for Foreign and Commonwealth Affairs or his representatives in the Foreign and Commonwealth Office (FCO), hereinafter referred to as the "Authority", for the provision of :

# Syria Strategic Operational Support

These requirements will be tendered in accordance with the following attachments:

Attachment 1: Instructions / Information on Tendering Procedures;

Attachment 2: Statement of Requirements/Terms of Reference;

Attachment 3: Pricing Model;

Attachment 4: Call down Contract

I look forward to your response.

Yours Faithfully

Commercial & Procurement Group (CPG)

# **1. INDICATIVE TIMETABLE**

Set out below is an INDICATIVE procurement timetable. This is intended as a guide and, whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
Activity	Date
Issue ITT	24 June
Deadline for ITT Q's	6 July
Deadline for	8 July
Submission of Tenders	
Final Evaluation and	15 July
award	

The Authority reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be dated and issued via the portal. In the event of amendments, the Authority may at its discretion extend the deadline for receipt of tenders.

By issuing this invitation the Authority is not bound in any way and does not have to accept the lowest or any tender and reserves the right not to award any contract or to accept the whole or any specified part of the tender

# 2. AUTHORITY NAMED CONTACT

The Authority's contact point for the procurement is through Bravo. Clarification should be through Bravo.

# **3.** Tenderer Contact Point

Tenderers must provide a single point of contact (and back up) in their organisation for all correspondence relating to this ITT.

# 4. Format of Your Tender

All questions MUST BE answered in English.

Failure to provide the required information or make a satisfactory response to any question, or supply attachments referred to in responses, within the specified timescale, may mean that a bid is rejected at the absolute discretion of the Authority. Bidders must be explicit and comprehensive in their responses to this ITT as this will be the single source of information on which responses will be scored. Bidders are advised neither to make any assumptions about their past or current supplier relationships with the Authority nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

Page and text limits: Where a word or page limit is provided your response should not exceed the limit. Any words/pages over the limit will not be evaluated. Tables and diagrams are included in the page numbers – but graphics and images will not be included in the page limit. A page is one side of A4, with the smallest font size being

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# limited to 10pt.

Document formats: The supported formats for attachment uploads are Microsoft Word (version 97 – 2007), Microsoft Excel (version 97-2007), Microsoft PowerPoint (version 97-2007) and PDF.

Incomplete Tenders: Tenders may be rejected if information requested is not provided in the tender submission.

This ITT is split into 2 main parts:

- General and Technical document (See Para 14)
- Commercial document (See Attachment 3)

Both should be uploaded as through the Bravo Portal/other route as separate documents. No publicity material is required. All prices must be for the duration of the Call-down Contract and priced in Sterling. 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 their contracts.

Your Commercial Tender should be structured to include relevant narrative for **Financial Methodology and planning:** explaining the rationale of the Commercial Tender and how it offers best value in the long term and should clearly link costs to the activities and outputs detailed in General and Technical document. Pricing details should include all aspects of the project demonstrate the cost breakdown of payments. See Attachment 3.

# 5. 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 FCO.

The Tenderer must ensure that each and every employee, sub-contractor, consortium member and any other person / organisation the Tenderer involves in their response to this ITT, abides by the Conditions of Tender. The Tenderer shall be responsible for any breach of the Conditions of Tender by anyone they have involved in their response to this ITT.

# 6. 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 Call-down Contract. This also applies to any sub-contractor proposed by the Tenderer. Where Tenderers identify any potential conflicts they should state how they intend to avoid such conflicts. FCO reserves the right to reject any Tender which, in FCO's opinion, gives rise, or could potentially give rise to, a Conflict of Interest.

# 7. Disclosures

The Tenderer must disclose:

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

- 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-contractor 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.

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). The Tenderer should undertake due diligence in the supply chain to help prevent inclusion of organisations which are linked to terrorist activity.

Where any misconduct or complaint is disclosed, it will be assessed by FCO as to whether the Tenderer should be excluded from this ITT. Mandatory exclusion for certain categories under the requirements of the Public Contracts Regulations will be applied where appropriate. FCO may seek additional information from the Tenderer or other competent authorities where FCO deems it necessary in order to make a decision on eligibility.

# 8. CONSORTIA AND SUB-CONTRACTING

Consortia and Sub-contracting are allowed under this ITT. Details should be included to the Authority of companies that will make up the Consortia, or are being used as sub-contractors. The Authority will be expecting to work with a single Operating Manager, who will take full responsibility for the contract as a whole.

Sub contractors should not be legally tied in to one particular bidder, but have the right to collaborate with other suppliers as necessary. Exceptions will be made to where legal agreements are already in place with the suppliers and the supply chain.

Where the Tender is submitted by the Tenderers in conjunction with one or more associates then, in the absence of a Joint venture agreement, the 'Associate' shall be deemed to be a sub-contractor to the Tenderer and shall not be a party to the Contract.

# Contracting arrangements:

• Proposals from single implementers or consortiums are welcome; however the prime implementer must be on the FCO Syria procurement framework.

Due to the nature of this work, the successful supplier will need to be flexible in their delivery of services. The

contract will be constructed in such a way that allows for changes to be made during the period of implementation, e.g by paying fixed, agreed daily rates for days worked up to a maximum amount.

#### **Ceiling Budget Information**

Indicative Ceiling Budget: up to £2m, but total costs may be significant lower dependant on the situation and actual requirements needed. We expect all costs to be paid in GBP in arrears. However, should operational needs dictate, other currencies may be acceptable in the short term. Payment terms will be agreed with the winning provider when the contract is awarded. Further detail regarding payments may be requested once the ITT is issued.

#### **Duty Of Care**

The Contractor shall bare all Duty of Care for their staff employed under this contract. The Contractor shall maintain and continually monitor effective plans to ensure security and safety and their staff. These plans should include as a minimum, a risk assessment of the immediate work environment. Contractor shall work closely with the Authority to ensure a strict approach to Duty of Care is adhered to.

#### 9. Confidentiality

All material issued in connection with this ITT shall remain the property of FCO and shall be used only for the purpose of this procurement exercise. All information provided shall be either returned to FCO or securely destroyed by unsuccessful Tenderer's at the conclusion of the procurement exercise. The confidentiality of the Framework Agreement shall be reflected in this call down contract.

#### **10.** Right to Cancel, Clarify or Vary the Process

FCO shall not be committed to any course of action as a result of:

- issuing this ITT or any invitation to participate in this procurement exercise;
- communicating with a Tenderer or a Tenderer's representatives in respect of this procurement exercise; or
- any other communication between FCO (whether directly or by its agents or representatives) and any other party.

By taking part in this competitive exercise, Tenderers accept that FCO 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.

FCO reserves the right to explore other options if this ITT does not provide what FCO considers to be the best value option available. FCO reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

# 11. 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. This will be regardless of whether such costs arise as a result of any direct or indirect amendments made to this ITT by FCO at any time. For the avoidance of doubt,

FCO shall have no liability whatsoever to respondents for the costs of any amendments, changes, discussions or communications.

# **Scoring Methodology and Evaluation Criteria**

# **12.** General and Technical Evaluation

The General and 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 programme outputs effectively. A higher degree of confidence is gained where:

- A deep understanding of key issues is clearly demonstrated. Merely providing general statements of information and a can-do attitude will not generate high scores. The proposal should include clear links to performance outcomes and where appropriate should highlight where it continues to add value beyond the life of the Calldown Contract.
- Strong examples demonstrate the proposed methodology has been applied successfully in similar environments relevant to this ITT. Evidence of working in similar/same environments and within the thematic will be important.
- Staff that provide the right level of skills and experience, with assured availability at the right time and with the right number of days.
- How the project is to be managed, including any key subcontractors or partners.

# **13.** 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. The Commercial Tender should therefore be clear on whole life costs over the duration of the Call-down Contract, or over the specified period.

# 14. Scoring Methodology

The Evaluation Team will apply the following scoring methodology:

Score Key			
Assessment	Score	Interpretation	
Good	4	Satisfies the requirement with additional benefits. Above average demonstration by the Tenderer of the understanding and evidence to deliver a solution for the required supplies/services. Response identifies some tailoring and factors that will offer potential added value (both technically and commercially)	
		Satisfies the requirement. Demonstration by the Tenderer of the understanding	
Acceptable	3	and evidence in their ability/proposed methodology to deliver a solution for the required supplies/services (both technically and commercially).	
		Satisfies most requirements with minor reservations. Some minor reservations of	
Minor		the Tenderer's understanding and methodology, and/or staffing ,experience, cost	
Reservations	2	with limited supporting evidence or information.	
		Major reservations of the Tenderer's understanding and proposed methodology	
Serious		and costs, with lack of information and little or no evidence to support the	
Reservations	1	response, with minimal tailoring.	

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		Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the understanding or suitable	
Unacceptable/No		methodology and costs, with little or no evidence to support the response. The	
n compliant	0	Authority reserves the right to disqualify the Tenderer.	

The above scoring methodology will be applied to each of the Sub Criteria detailed in the ITT. The Total Score for each Sub Criteria will comprise of the score awarded (0 to 4) converted against the weighted % of each Sub Criteria. If a supplier does not score above 50% of the technical score they may be disqualified from the tender process

The award Criteria will be 15% on Commercial Criteria and 85% on Technical.

		Max score	Max score 850 (85%)	
	Description	Mandatory (Y/N)	Max score	
	PART A - METHODOLOGY			
1	<ul> <li>Explain in detail your understanding, overall approach and methodology to meeting all the services and requirements as indicated in the <u>statement of requirements</u>. Focussing on Aleppo and Deraa and, while the precise nature of programmatic support offered will vary on the precise needs of Syrian partners, your response should include: <ul> <li>disbursal of cash grants</li> <li>payment of stipends</li> <li>procurement and delivery of equipment</li> <li>remote training and mentoring for partners inside Syria</li> </ul> </li> </ul>	Y	300	
	5 PAGE PDF			
2	<ul> <li>Please confirm, with a short description, that you have:</li> <li>ability to work in Northern and Southern Syria if requested</li> <li>ability to work in Jordan if necessary</li> <li>legal ability to work from Turkey immediately (i.e: registration already in place)</li> <li>a strong track record providing capacity support and managing sub grants</li> <li>a technically robust approach to remote monitoring and evaluation</li> </ul>	Y	150	
2	2 page pdf A close working relationship with the Authority and its representatives is essential. Describe your client liaison arrangements, including communication, dealing with problems and escalation procedures. Provide proposals for monitoring and reporting on delivery of agreed services (Max 1 pages PDF	Y	100	
	PART B - TECHNICAL AND QUALITY DELIVERY			
4	What challenges and risks do you anticipate in fiduciary, cash handling, and equipment security/tracking? How best would you attempt to mitigate, where possible? Max 1 pages PDF	Y	100	
	PART C- RESOURCE			

5	We require a dedicated core project team for this requirement. Please provide a detailed project team chart showing all key personnel and teams who will be responsible for delivering services under this contract. (Max 1 pages PDF.)	Y	100
	Provide CVs (2 page max per CV) for the <u>Project Manager</u> <u>and Team Lead</u> , with an explanation of their proposed input and how they will add value to overall service delivery. Please mention if they are already working under an existing UK funded or Donor project		
6	Do you understand the potential risks and have the knowledge and experience to develop an effective risk plan for your staff? Do you have the capability to manage their Duty of Care responsibilities throughout the life of the contract?	Y/N	Mandatory
7	Are you prepared to work collaboratively with other HMG implementing partners when required?	Y/N	Mandatory
8	Duty of Care (DoC) will sit with the Supplier. a) Explain what systems you have in place to monitor staff risk on a live / on- going basis, or will put in place if you are contracted to deliver services under the Framework Agreement. Include security arrangements as necessary (Max 2 pages PDF).	Y	100
		<mark>Max score</mark> 850 (85%)	

# 15 WARRANTY AND DISCLAIMER

You are advised that nothing herein or in any other communication made between Authority, or its agents and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between Authority and any other party (save for a formal award of contract made in writing by or on behalf of Authority) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or at all. Supplier submissions may be subject to Conflict Pool Board or other Authority approval.