

UNIVERSITY OF YORK  
INVITATION TO TENDER (ITT)  
FOR  
THE PROVISION OF **XYZ GOODS AND SERVICES**  
REFERENCE UY/PROC/**XXX**

Tenders to be submitted by noon on **XX<sup>th</sup> Month** 2015 to:

<https://in-tendhost.co.uk/york/asp/Home>

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## 1. INTRODUCTION AND INSTRUCTIONS TO TENDERERS

### 1.1. INTRODUCTION AND BACKGROUND TO THE UNIVERSITY

- 1.1.1. Founded on principles of excellence, equality and opportunity for all, the University of York opened in 1963 with just 230 students. In just over 50 years it has become one of the world's leading universities. A member of the Russell Group of universities, it is a dynamic, research-intensive university committed to the development of life-saving discoveries and new technologies to tackle some of the most pressing global challenges. There are now over 30 academic departments and research centres and the student body has expanded to nearly 16,000. The University was ranked 11<sup>th</sup> in *The Times* and *Sunday Times* university league table in 2014 and 113<sup>th</sup> in the *Times Higher Education World University Rankings* for 2014-15.
- 1.1.1.1. Located within walking distance of York city centre, the Heslington campus is home to eight colleges and most departments, with several others located in the city centre at the historic King's Manor. In recent years, a £750m campus expansion (Heslington East) has seen the opening of seven new buildings, increasing capacity for student numbers and providing more world-class facilities for the 21st century. Further information about the University is available at: <http://www.york.ac.uk/about/>.
- 1.1.2. The University of York ("the University") is pleased to invite tenders for the provision of **XX goods and services for a period of X years** in accordance with this Invitation to Tender (ITT).

### 1.2. TERMS OF INVITATION TO TENDER

- 1.2.1. This ITT has been issued by the University in connection with a competitive procurement conducted in accordance with the Restricted Procedure under the Public Contracts Regulations 2015.
- 1.2.2. The information contained within this ITT is confidential and is not to be used for any purpose other than tendering for the **goods and services** described.
- 1.2.3. The intention of this ITT is to enable the University to evaluate the submitted responses ("Completed Tenders") from tenderers ("Potential Providers") and, **following presentations/interviews (if required)**, to appoint a winner **or Preferred Bidder**. Contract Award shall follow, once a "standstill" period of 10 days has elapsed and final terms and conditions agreed.
- 1.2.4. The University reserves the right, subject to the appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate the process at any time.
- 1.2.5. Direct or indirect canvassing of any University employee or agent by any Potential Provider concerning this ITT may result in the disqualification of the Potential Provider from this procurement process. Any actions that may be construed as an attempt to bribe a University employee or agent shall result in disqualification. Potential Providers shall adhere to the requirements of the Bribery Act 2010.

1.2.6. The University expressly reserves the right to require a Potential Provider to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT. The University may seek independent professional advice to help validate Completed Tenders or to assist in the evaluation of Completed Tenders. Should the University seek such advice, the University's advisors shall be subject to a confidentiality agreement.

1.2.7. The University reserves the right:

- To cancel or withdraw from this procurement process at any time;
- Not to award a contract following this procurement process;
- Not to accept the lowest price (see paragraph 1.8.1 for details of evaluation criteria);
- To accept the whole or any specified part of the Completed Tender unless the Potential Provider expressly stipulates otherwise.

1.2.8. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the "FoIA"), all information submitted to the University may be disclosed in response to a request made pursuant to the FoIA.

1.2.9. In respect of any information submitted by a Potential Provider that it considers commercially sensitive, the Potential Provider shall:

- 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 Potential Provider believes that such information will remain commercially sensitive.

1.2.10. Information falling into the above categories shall be submitted as part of the Completed Tender using the blank format at Section 6.

1.2.11. Where a Potential Provider identifies information as commercially sensitive, the University shall endeavour to maintain confidentiality. Potential Providers should note, however, that even where information is identified as commercially sensitive, the University might be required to disclose such information in accordance with the FoIA. Accordingly, the University cannot guarantee that any information marked "commercially sensitive" will not be disclosed.

1.2.12. The University shall not be liable for, or reimburse, any costs incurred by Potential Providers in connection with preparation and submission of Completed Tenders.

### 1.3. **TENDER TIMETABLE**

1.3.1. Set out below is the proposed timetable for this procurement. This timetable is intended as a guide and, whilst the University does not intend to deviate from this timetable, it reserves the right to do so:

Activity	Proposed Date
Issue ITT	
Site Visit (if required)	10 days from the day after issue of ITT
Last date for Tender Queries	15 days from the day after issue of ITT
Issue of Q&A (if required)	20 days from the day after issue of ITT
Tender Return Date	25 + days from the day after issue of ITT
Announcement of Short-List for Presentations/Interviews	
Presentations/Interviews (if required)	
Award Notification Date	
Contract Awarded	At least 10 days from the day after Award Notification Date
Completion Date/Commencement of Service	

1.3.2. Potential Providers may visit the University site to gain a better understanding of the University's requirement and prior to submitting their Completed Tenders in accordance with the following instructions:

- [Insert details]
- 

#### 1.4. TENDER QUERIES

1.4.1. This ITT is being provided on the same basis to all Potential Providers.

1.4.2. All requests for clarification or further information in respect of this ITT shall be submitted via the University's eTendering portal, In-Tend: <https://in-tendhost.co.uk/york.aspx/Home>.

1.4.3. Should the University consider any question or request for clarification to be of material significance, both the question and the response shall be communicated, in a suitably anonymous form, to all Potential Providers. Any communication from Potential Providers shall be treated in confidence, subject to this paragraph and paragraphs 1.2.8 to 1.2.11.

## 1.5. FORMAT OF TENDER RESPONSE

- 1.5.1. When responding to the Statement of Requirement, Potential Providers shall respond to the questions in *italics*. The electronic version of this ITT may be used with responses provided directly underneath. Alternatively, should Potential Providers wish to use their own template, the same numbering convention shall be followed so that the University understands which question is being answered and can evaluate the response accordingly.
- 1.5.2. When responding to this ITT, Potential Providers shall not assume that the University evaluators will possess any particular knowledge of the Potential Provider or the wider industry. Prior knowledge shall not form part of the evaluation and scores shall be based solely on the Completed Tenders submitted.
- 1.5.3. The tender response shall include the following documents:
- A detailed response to the Statement of Requirement including how a particular requirement is met by the proposed solution;
  - **A detailed Implementation Plan;**
  - **Proposed service levels and KPIs;**
  - A full breakdown of costs excluding VAT **[OR] A completed pricing schedule (blank version at Section 8);**
  - The completed Tender Declaration (blank version at Section 5).
  - A statement of any information provided as part of the Completed Tender that the Potential Provider considers to be commercially sensitive (see paragraphs 1.2.8 to 1.2.11, blank version at Section 6);
  - A statement of any non-compliances with the ITT (blank version at section 7), including any proposed amendments to terms and conditions (note: the University may reject non-compliant tenders).
- 1.5.4. **Subject to the submission of a compliant tender, Potential Providers may also submit an alternative price and/or method for meeting the University's requirement.**
- 1.5.5. Completed Tenders shall consist of the above documents.

## 1.6. COMPLETED TENDERS

- 1.6.1. Completed Tenders shall be submitted via the University's eTendering portal, In-Tend: <https://in-tendhost.co.uk/york/asp/Home>. Any problems with uploading Completed Tenders shall be reported via the Correspondence function in In-Tend or by email to: [procurement@york.ac.uk](mailto:procurement@york.ac.uk) in sufficient time prior to the Tender Return date.
- 1.6.2. Completed Tenders, or any part thereof, shall not be sent to the University email or postal addresses without the prior written agreement of the University. The University shall only accept direct receipt of those parts of Completed Tenders which cannot be uploaded to In-Tend, for example, where it is not possible to provide an electronic copy of a document. In such circumstances and where agreed with the University, the University shall issue specific instructions for submission of those parts of Completed Tenders.

- 1.6.3. Completed Tenders are requested to be submitted in Word, Excel and/or pdf format. Completed Tenders are requested to be submitted in as small a number of separate documents as possible.
- 1.6.4. Completed Tenders shall be uploaded/received by no later than **noon on XX<sup>th</sup> Month Year** (the Tender Return Date). Late tenders shall not be considered. **In addition, two bound copies shall be delivered to:**

Procurement Office  
University of York  
Helix House  
Innovation Way  
York YO10 5BR

**by the Tender Return Date and time. For the avoidance of doubt, the electronic copy uploaded to In-Tend shall represent the official Completed Tender for the purposes of complying with the Tender Return Date and time. [Alternative version to 1.6.2.]**

- 1.6.5. Potential Providers are requested to allow a reasonable amount of time to upload and submit Completed Tenders (upload of large electronic files may take time). It may not be possible to upload file sizes above 20Mb. **The University strongly advises that upload of Completed Tenders commences at least two hours prior to the deadline.**
- 1.6.6. Potential Providers may modify their Completed Tenders prior to the Tender Return Date and time. Completed Tenders may not be modified after the Tender Return Date and time.
- 1.6.7. Potential Providers may withdraw their Completed Tenders at any time by submitting a notice via the Correspondence function in In-Tend. Unless withdrawn, Completed Tenders shall remain valid for **90** days from the Tender Return Date.

## 1.7. CHANGES IN CIRCUMSTANCES

### 1.7.1. The University may:

- Reject a Completed Tender should there be a change of identity, control, financial standing or other factor which may affect the Potential Provider's ability to properly meet the University's requirements;
- Revisit information contained in the Completed Tender at any time to take account of changes in the circumstances of the Potential Provider;
- Require a Potential Provider to certify that there has been no material change to information submitted as part of Completed Tenders and, in the absence of such a certificate, to reject the Completed Tender.

### 1.7.2. Where the members of a consortium change at any time after submission of the Completed Tender, the Potential Provider shall inform the University immediately via the Correspondence function in In-Tend. If the change in membership of the consortium materially affects the University's evaluation of the Tender, the University may reject the Tender.

1.7.3. Consortia may be required to form a legal entity which shall enter into the resulting Contract. This is without prejudice to the University’s right to require a consortium to contract with it by other means, such as through a Lead Contractor or by the consortium members assuming joint and several liability. The Potential Provider shall ensure that each sub-contractor, consortium member and adviser complies with the terms of the ITT.

**1.8. TENDER EVALUATION**

1.8.1. The award of any contract shall be on the basis of the Most Economically Advantageous Tender, as defined by the Award Criteria.

1.8.2. Completed Tenders shall be evaluated against the following Award criteria:

Award Criterion	Weighting	Information Source
Response to the Statement of Requirement	XX%	Response to Section 2
	XX%	
	XX%	
	XX%	
Costs/pricing	XX%	Response to Section 8

1.8.3. Completed Tenders shall be scored against the Award criteria using the following scoring mechanism:

Score	Description of Score
5	Exemplary answer/significantly exceeds requirements
4	Good answer/more than meets requirements
3	Satisfactory answer/meets requirements
2	Partially satisfactory answer/meets some requirements
1	Poor answer/meets few requirements
0	Unsatisfactory answer/does not meet requirements

1.8.4. Where any part of the Statement of Requirement is annotated as a “Pass or Fail” question, a **“Fail” shall mean the Completed Tender shall fail the evaluation and shall not be considered any further.**



- 1.8.5. Financial elements shall be scored by assigning a score of “5” to the Completed Tender offering the lowest cost/best prices. Other Completed Tenders shall be awarded a proportion of “5” based on their relative deviance from the lowest cost/best prices. For example, if three Completed Tenders are received and Potential Provider A has quoted £3,000 as their total price, Potential Provider B has quoted £5,000 and Potential Provider C has quoted £6,000 then the calculation shall be as follows:

Potential Provider A unweighted score = **5.0** (maximum available marks);  
Potential Provider B unweighted score is  $\text{£}3000/\text{£}5000 \times 5 = \mathbf{3.0}$ ;  
Potential Provider C unweighted score is  $\text{£}3000/\text{£}6000 \times 5 = \mathbf{2.5}$ .

- 1.8.6. For all other elements of Completed Tenders, scores from 0-5 shall be allocated for each response.
- 1.8.7. For all elements of Completed Tenders, the total allocated scores for each evaluation criterion shall be calculated as a weighted score in accordance with the weighting stated for that criterion. For example:

[insert calculation based on one of the criterion]

- 1.8.8. Where the University discovers any errors or omissions in Completed Tenders or where the price appears to be abnormally low, Potential Providers shall be notified via In-Tend and given the opportunity to explain/confirm adherence to the Completed Tender price or to correct the error/omission. All explanations/confirmations/corrections shall be submitted via the Correspondence function in In-Tend. Should the University subsequently determine that an abnormally low price has been tendered, the University reserves the right to reject that Completed Tender and re-score remaining Completed Tenders in accordance with paragraph 1.8.5.
- 1.8.9. The University reserves the right (but is not obliged) to seek clarification of any aspect of a Completed Tender and/or provide additional information during the evaluation phase in order to carry out a fair evaluation. Failure to respond adequately may result in the Completed Tender being rejected.
- 1.8.10. The University shall invite the Potential Providers who are ranked first, second and third following the initial evaluation to a presentation/interview. The purpose of the presentation/interview is to clarify any elements of Completed Tenders and to validate scores allocated during the initial evaluation. Presentations/interviews shall not be scored. The University reserves the right to shortlist further Potential Providers should the scores for any Completed Tender be reduced as a result of the presentation/interview.

## 1.9. TENDER DEBRIEFS

- 1.9.1. On the Award Notification Date, those Potential Providers who have been unsuccessful shall be notified of their scores and reasons why they were unsuccessful.

**1.10. TUPE**

1.10.1. Potential Providers shall determine whether or not they believe the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (“TUPE”) apply to this requirement.

1.10.2. Notwithstanding the instruction in paragraph 1.11.1, Potential Providers shall note that it is the University’s view that TUPE [is likely / is not likely] to apply if this requirement results in a contract being awarded, although the University accepts no liability for this opinion. The University will wish to satisfy itself that Completed Tenders are responsibly calculated and take full account of any likely TUPE obligations. If Potential Providers have a contrary view to that of the University on the applicability of TUPE, the University shall be notified, with reasons, via the Correspondence function in In-Tend prior to the Tender Return Date.

1.10.3. Please refer to Section 9 for employee information in respect of TUPE.

**1.11. FORM OF AGREEMENT**

1.11.1. The Form of Agreement in Section 4 sets out the hierarchy of any contract awarded as a result of this ITT.

**2. STATEMENT OF THE REQUIREMENT**

**2.1. BACKGROUND**

2.1.1.

2.1.2.

**2.2. CURRENT ARRANGEMENTS**

2.2.1.

2.2.2.

**2.3. REQUIREMENTS FOR NEW SERVICES**

2.3.1.

**2.4. ETC**

2.4.1.

**3. TERMS AND CONDITIONS OF CONTRACT**

3.1. The University Terms and Conditions of Contract for Goods & Services shall apply to any contract awarded as a result of this ITT (see Appendix 1). OR

The Terms and Conditions of Contract shall be agreed with the Preferred Bidder prior to Contract Award and shall apply to any contract awarded as a result of this ITT.

4. FORM OF AGREEMENT (FOR INFORMATION PURPOSES – NOT TO BE COMPLETED)

This Contract is made this .....day of.....2015 between

The University of York (the University) whose registered office is situated at Heslington, York, YO10 5DD

AND

..... (the Contractor) whose registered office is situated at.....

It is hereby agreed as follows:

The Contractor shall provide to the University XYZ goods and services in accordance with the:

- Form of Agreement
- Agreed Clarifications and Variations to Completed Tender:
  -
- Completed Tender dated
- University of York Terms and Conditions of Contract
- University of York Invitation to Tender issued via In-Tend on

The Contract shall consist of the above documents. The order of precedence of the above documents shall be in the order listed.

Signed for and on behalf of the Contractor

Signed for and on behalf of the University

Signed: .....
Name: .....
Position: .....
Date: .....

Signed: .....
Name: .....
Position: .....
Date: .....

**5. TENDER DECLARATION**

5.1. To: Procurement Office  
University of York  
Helix House  
Innovation Way  
York YO10 5BR

5.2. We undertake to provide the goods and services stated in our Completed Tender, **reference UY/PROC/XXX**.

5.3. We accept the provisions of this Invitation to Tender and offer to supply the services in accordance with the prices, terms and conditions stated herein.

5.4. We understand that the University of York shall disregard any oral agreement or arrangement made by us, and that we have checked our Completed Tender before submission. Any amendments to Completed Tenders, if received by the University's In-Tend portal after the time specified for receipt of tender, may not be considered.

5.5. We undertake, and it shall be a condition of any Contract that:

5.5.1. the following is a bona fide Completed Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Completed Tender by or under or in accordance with any other person. We also certify that we have not done and we undertake that we shall not do any of the following:

5.5.1.1. communicate to any person other than the person calling for these Completed Tenders the rates or approximate rates in the Completed Tender;

5.5.1.2. enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Completed Tender to be submitted;

5.5.1.3. offer to pay or give or to receive, or agree to pay or give or receive, any sum of money or consideration directly or indirectly to or from any person for doing or having done or causing or having caused to be done in relation to this or any other Invitation to Tender or proposed Invitation to Tender for the said services any act or thing of the sort described above. In this context "person" includes any person and any body or association, corporation or incorporate and "any agreement or arrangement" includes any such transaction formal or informal whether legally binding or not.

5.5.2. no variations in, or acceptance of any Invitation to Tender, or Completed Tender shall be binding unless agreed in writing.

5.6. This Completed Tender shall remain open for acceptance for a period of **ninety (90)** days, from the final date for the submission of Completed Tenders.

- 5.7. We also confirm that we have not allowed any amount in our Completed Tender for Value Added Tax.
- 5.8. We undertake that any of our employees, agents or servants providing the services under this Contract, where so required by the University of York shall enter into and abide by a Confidentiality Agreement to be in a form acceptable to the University of York.
- 5.9. We understand and it is agreed that the University of York shall retain the right to reject any and all Completed Tenders, in whole or in part. It is furthermore agreed that the University of York shall be under no obligation to select the lowest or any other Completed Tender.
- 5.10. We have taken all necessary steps to inform ourselves regarding this requirement and we understand and agree that the University of York shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Invitation to Tender.

Dated: .....

Signed: .....

Name (Capitals): .....

Position: .....

On behalf of: .....

Address: .....

.....

.....

**6. COMMERCIAL SENSITIVE INFORMATION**

We request that the University of York withholds the following commercially sensitive information from release under the Freedom of Information Act 2000:

**Completed Tender for:**

**Reference: UY/PROC/XXX**

Information <u>not</u> to be Disclosed	Reason it should <u>not</u> be disclosed	Proposed Time the Restriction Should Apply For

Signature:	
Name:	<b>(BLOCK CAPITALS)</b>
Position:	

Duly authorised to sign Tenders for and on behalf of:

Name of Tenderer:	
Date:	



**7. NON-COMPLIANCE STATEMENT**

**NOTE TO TENDERER:**

Please list below all matters (Technical, Commercial or Contractual) in which your Tender response does not comply with the requirements laid down in the Invitation to Tender documentation. If required, take copies of this blank form for additional points of non-compliance. Cross reference to any supporting information provided separately.

Tenderer: \_\_\_\_\_

Date: \_\_\_\_\_ Page: \_\_\_\_\_ of \_\_\_\_\_

Clause / Reference	Area of Non-Compliance and Alternative Proposal	Cost Adjustment (£)

**Note:**

The University may reject a Tender which is non-compliant with the proposed Contract documents. Tenderers should therefore give explicit justification and reasoning for any non-compliance and or any relevant adjustments to the tendered rates / prices.

## 8. PRICING SCHEDULE

The University shall apply a **whole life costing** approach to this purchase. Please complete this schedule, using the headings provided to enable the University to calculate the total costs for the system over its lifetime. Failure to do so may prevent your proposal from being considered.

<b>Equipment-related costs</b>	<b>Total Price (GBP ex VAT)</b>
Purchase cost of equipment (please itemise all components):	
Delivery, installation and commissioning cost:	
Initial training for four staff:	
Software and licences:	
<b>Ongoing maintenance / support</b>	<b>Per Annum (GBP ex VAT)</b>
Warranty / support contract (response within 8 working hours) for hardware and software support. This should be inclusive of travel, labour and parts:	Year 1: Mnfr. warranty Year 2: Year 3: Year 4: Year 5:
Cost of programme of software upgrades and/or patches, where these are <b>not</b> covered by the warranty / support contract:	Year 1: Year 2: Year 3: Year 4: Year 5:
<b>Extra Training</b>	<b>Per Session (GBP ex VAT)</b>
Additional training (if required by client after initial session):	
<b>End of life disposal cost</b>	<b>Lump sum (GBP ex VAT)</b>
Cost to remove equipment from site and dispose of in accordance with WEEE regulations.	

<b>Additional discounts that may be offered (e.g. for prompt invoice payment, educational / research discount, etc.)</b>	<b>Percentage %</b>

Signature		Status	
Name of Tenderer		Date	

**9. TUPE INFORMATION**

[To be inserted]