

**INVITATION
TO
TENDER
INSTRUCTIONS**

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*

DFID wishes to work with suppliers who embrace the above, 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.

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Introduction

1. UK Development Assistance has been fully untied allowing suppliers from anywhere in the world to tender for DFID contracts.
2. This Invitation to Tender (ITT) and in particular the *Instructions for Compiling and Submitting Your Tender* are designed to help you produce a tender that is acceptable to DFID and to ensure that tenders are given equal consideration. It is essential, therefore, that you provide the information requested in the specific format.

The instructions should be read in conjunction with information specific to the Project contained in the covering letter and in the accompanying documents.

3. DFID is not bound to accept the lowest, or any, tender. We also reserve the right to request any, or all, of the Tenderers to meet with us to clarify their tender.
4. DFID will publish a list of the Tenderers who have been shortlisted for this contract on our website at <http://www.dfid.gov.uk/> under Procurement.

Instructions for Submitting your Tender

5. Format of Your Tender

Your tender should be submitted in English and be set out in three main parts

- Part A - Executive Summary
- Part B - General and Technical
- Part C – Commercial

Parts A & B may be bound together but part C must be bound separately to enable technical and commercial tenders to be evaluated independently. Please do not include any price information in Part A or B. No publicity material is required.

6. Part A – Executive Summary

This should be a brief overview of your tender covering how you intend to achieve the outputs and your assessment of the resources required.

7. Part B – General and Technical Tender

Your General and Technical Tender should be structured in 6 sections:

Section 1	Any Qualification to Terms of Reference
Section 2	Technical Response (including method of implementation and your proposed quality assurance mechanisms)
Section 3	Names & CVs of personnel to work on this project
Section 4	Personnel Inputs – include person days without any reference to fees
Section 5	Previous Experience
Section 6	Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, Conflict of Interest

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8. Part C – Commercial Tender

All prices should be for the duration of the contract. Your Commercial Tender should be structured in four Sections.

Section 1	Confirmation of acceptance of DFID's Conditions of Contract
Section 2	Pricing, using pro-forma 1, 2 & 3 on a fees and expenses basis, <u>or</u> pro-forma 4 on a milestone basis.
Section 3	A list of the names and designation of all nominated personnel proposed to work on this project
Section 4	Matters not appropriate in any other appendix, e.g. Commercial Aspects of Joint Venture Company, Parent Company Guarantees

Please also refer to Paragraph 13 of the ITT Letter for instructions on the presentation of the financial details.

9. Nominated Personnel

You must:

- a. confirm that all personnel will be available to provide the required services for the duration of the contract
- b. give the name of their employer or state if self-employed if any of the personnel is not a member of the Tenderer's staff
- c. obtain prior written agreement from DFID, via the Contract Officer, before 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
- d. 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

10. Alternative Tenders

If the Tenderer considers that the requirements could be met in a more effective or cost-efficient way the Tenderer may submit a separate Technical and Commercial Tender that is clearly titled 'Alternative Tender'. However, the following instructions should be noted:

- a. the alternative tender should be submitted as a separate offer accompanying the primary tender
- b. it is the responsibility of the Tenderer to provide full technical and commercial details to allow consideration of alternative Tenders

11. Government Tax

Tenders are responsible for establishing the status of the Services for the purpose of any government tax in the UK or Overseas. Any applicable taxes should be shown on pro forma 3, Summary of Fee Rates and Expenses.

12. Alterations to Tenders

Any manuscript or other alteration to the tender must be countersigned and dated by the person submitting the tender. The Tenderer must not alter the ITT documents.

13. Letters and Declaration 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. You must quote the Contract Title, Contract Number 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 requirements as set out in the ITT. This tender is valid for acceptance for 6 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) This tender is a Joint Venture with []. A copy of the agreement is enclosed.
3. (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
4. 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.
5. 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.
6. We confirm that the enclosed electronic versions of the tender documents are true and complete copies of these documents.
7. **Delete As Appropriate**

We understand the obligations in Paragraph 16 of the ITT Instructions and confirm we have no declarations to make.

Or

We have included the necessary declarations within our Commercial proposal.
8. We confirm that all personnel and/or sub-contractors named in the tender will be

available to undertake the services.

9. We agree to bear all costs incurred by us in connection with the preparation and submission of this Tender and to bear any further pre-contract costs.
10. The number of employees in our firm is below 250/above 250. *(Please state which. This is required to measure the trends in line with the Government's commitment to the participation of Small and Medium Size Enterprise (SMEs)).*
11. I confirm that I have the authority of [name of organisation] to submit tenders and to clarify any details on its behalf.

14. Packaging and Delivery of Tenders

Tenders must be delivered in a double sealed envelope clearly labelled with the following:

1. Contract Title
2. Contract Reference Number
3. Tender Due Date
4. Tenderer's Name

and should be addressed to the Contract Officer at the address in the covering letter.

Please also submit an electronic version of your tender. This should be submitted on two CD Roms – one for the technical and another for the commercial proposal. These should each contain a single file, in PDF format, and must not exceed 10MB in size.

DFID accept no responsibility for the premature opening of any incorrectly marked Tenders.

Tenders must be received at DFID's East Kilbride headquarters by 1400 hours, UK time, on the due date unless otherwise indicated in the covering letter. **Late tenders will not be accepted in any circumstance and will be returned unopened.** No special pleadings will be accepted. Faxed or e-mailed tenders will not be accepted.

Other Information

15. Conflict of Interest



Tenderers must disclose in their Tender details of any circumstances, including personal, financial and business activities that will, or might, give rise to a conflict of interest; this includes any sub-contractor, if they were awarded this contract. 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.

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16. Disclosures

16.1. 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.
 - any other offence within the meaning of regulation 23 of the [Public Contracts Regulations](#) 
- 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 developing funding, or any contracting authority.

to Disclosure extends to any company in the same group of the Tenderer (including but not limited 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).

If a Tenderer or related company or any individual discloses details of any misconduct or complaint, DFID will make an assessment as to whether the Tenderer should be excluded, whilst applying the mandatory exclusion for certain categories under the requirements of the Public Contracts Regulations. DFID may seek additional information from the Tenderer or other competent authorities to obtain the further information required to make a decision on eligibility.

16.2. The Successful Tenderer

The successful tenderer, if required under the contract to provide personnel to work in a DFID office or have access to DFID IT systems, must have the personnel cleared to the Baseline Security Standard. For each individual, they will be required to provide supporting information verifying identity, nationality and immigration status, employment history, and completion of a criminal record declaration form and a Disclosure Scotland application form. No personnel will be allowed to work in a DFID office or have access to DFID IT systems until the Baseline Security Standard clearance has been met.

17. Joint Venture (or other form of association) Tenders

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 Tenderers and shall not be a party to the contract.

Tenders submitted by potential Joint Venture partnerships must include in the Tender documents a "Letter of Intent to form a Joint Venture" in the event of being successful and:

- a. be signed by a duly authorised representative of each partner with details of each signatory provided in print below each signature
- b. include an express provision that each partner is jointly and severally liable in respect of the Tenderer's obligations
- c. provide details of the name of the partner nominated to act as manager of the Joint Venture and who is authorized to act for the Joint Venture in terms of committing it to any obligations and liabilities and to receive and act upon instructions from DFID and to make and receive payments
- d. state full details of the proposed structure; the division of technical responsibilities between the partners and intended capitalisation

18. Procurement of Goods and Equipment

18.1 Where the contract includes procurement not exceeding £100,000

If the Tenderer wishes to procure any goods and equipment prior approval must be sought from the Contract Officer. This approval will only be considered when the value of procurement is under £100,000 or 50% of the financial limit whichever is the less.

Where the Contract Officer has given approval the Tenderer will be required to work in full accordance with DFID procurement guidelines, which are available on request. The procurement may be subject to audit by DFID Procurement Group.

The price of this procurement administration and the cost of equipment or goods must be shown as separate lines in Pro forma 2.

18.2 Where the Contract includes procurement exceeding £100,000 or where approval has not been given to the Tenderer to undertake procurement

Procurement will be undertaken by one of DFID's Procurement Agents previously selected by a competitive tender process. The Tenderer will be required to manage the procurement, as part of any contract for services and any management charge must be shown as a separate line in pro forma 2.


Payment for goods or equipment and of the Agent's fees will not normally form part of the contract for services. Tenderers must confirm that they are prepared to work in this way but need not respond in detail.

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19. DFID's Treatment of Your Tender


19.1 DFID are committed to ensuring Value for Money* in complex procurements.

Therefore, when you submit a tender, we will

- a. ensure tenders are registered upon receipt and held securely until after the deadline for receipt of tenders
- b. witness the opening of all tenders after the time and deadline for receipt of tenders and separately register the commercial details of each tender
- c. return, unopened, any tenders received after the deadline of receipt of tenders
- d. disqualify any non-compliant tenders (i.e. tenders failing to meet the terms of these instructions) received. The commercial details of such tenders will be recorded and marked as disqualified
- e. ensure that all tenders are evaluated objectively, in line with the evaluation criteria specified in the covering letter
- f. following evaluation, inform the Tenderers within 10 working days of the decision being made
- g. following evaluation, provide feedback to each Tenderer within 15 calendar days of written request and within the bounds of confidentiality
- h. publish the award of the Contract on our website at www.dfid.gov.uk 

* Value for money is defined as the optimum combination of whole-life cost and quality to meet requirements

19.2 Freedom of Information

DFID is committed to open government and to meeting their responsibilities under the Freedom of Information Act 2000 (www.dfid.gov.uk/aboutdfid/foi.asp ). Accordingly, all information submitted to DFID may need to be disclosed in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act.

Tenderer Obligations


If you consider that any of the information included in your tender would prejudice your legitimate commercial interests, please identify it and explain (in broad terms together with a time period after which the information could be disclosed) what harm may result from disclosure if a request is received. Tenderers must justify why they prefer any information to be withheld. (Please see Section 41 of the Act – Information Provided in Confidence).

DFID Obligations


Tenderers should be aware that, even where it is indicated in the tender that information is prejudicial to tenderers commercial interests, DFID may be required to disclose it under the Act if a request is received. DFID recognises the legitimate commercial concerns of suppliers and DFID will consult with the relevant tenderer before disclosing information. It must be noted that

there is a 20 day deadline on DFID to provide a detailed reply to all requests received under the Act.

20. Sustainable Development

DFID endorses UK Government policy on sustainable development produced by the Department for Environment, Food and Rural Affairs (www.defra.gov.uk )

Where possible, and practicable, Tenders should be produced on recycled paper containing at least 80% post-consumer waste and printed on double-sided paper.

DFID principles and approaches are covered in more detail in the [Environmental Procurement Policy](#). 

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CONTRACT FOR: [CONTRACT TITLE]
CONTRACT NUMBER: [REFERENCE NUMBER]

PERSONNEL INPUTS AND FEE RATES

NAME	Country (Specify	No Days	Daily Fee Rate	Cost £
Long Term*				
Short Term				
TOTALS				£

* Long Term is in excess of 4 months.

Guidance on Fees and Expenses can be found in Paragraphs 17 & 18 respectively in Section 2 of the General Conditions.

CONTRACT FOR: [CONTRACT TITLE]
CONTRACT NUMBER: [REFERENCE NUMBER]

Project Expenses

Costs should be shown separately in the format set out below using separate sheets to provide full details under each heading. Government taxes, if applicable, should be shown separately on the Summary in pro forma 3.

TRAVEL (state country)	NO.	RATE	COST £
FARES International			
Domestic			
Other Travel Costs			
Sub Total			£
DAILY LIVING COSTS (state country) *Long Term			
*Short Term			
Sub Total			£
EQUIPMENT* Items Purchased/Rented (Including vehicles)			
Sub Total			£
Any other expenses (please list)			
Sub Total			£
TOTAL PROJECT EXPENSES: (B)			£

*DFID will not reimburse costs for normal tools of trade (e.g. portable personal computers)

*Long Term expectation is rented accommodation

*Short Term expectation is either rented accommodation or hotel

CONTRACT FOR: [CONTRACT TITLE]
CONTRACT NUMBER: [REFERENCE NUMBER]

SUMMARY OF FEE RATES AND EXPENSES

Total Fees (A)	£
Total Project Expenses (B)	£
Sub Total	£
Government Tax (e.g. x% of £)	£
TOTAL	£

CONTRACT FOR: [CONTRACT TITLE]
CONTRACT NUMBER: [REFERENCE NUMBER]

MILESTONE PAYMENTS

The amount to be paid for the completion of the services is fixed at £

Payment will be made either:

- a) a lump sum on completion of the services
- or
- b) at relevant points throughout the contract period as detailed below

CRITERIA FOR PAYMENT	AMOUNT OF PAYMENT
TOTAL	£

Guidance on Alternative Tenders is listed in Paragraph 10.

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