



Invitation to Tender/ Quotation Request

PF30

Originator (Name,address)

Please quote this number on all correspondence	

Addressee

Address for delivery of goods/location for consultancy services other services or works

Address queries to (Name, address)

Permission to enter building/site is required from (Name, address)

Dear

You are invited to submit **an original and _____ copies of a sealed tender/a quotation*** for the supply to the DTI of the following goods, consultancy services, other services or works:

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as more fully described, where applicable, in the attached specification and any accompanying documents, patterns and samples listed in the schedule, where appropriate. Details of bids must be valid for a period of _____ calendar days from the **date given below for receipt of tenders/date of the quotation***.

You should complete the Statement on Quality Assurance, Statement on Size of Organisation, Price and Delivery Schedule and the Declaration by Bidder and return them to the originator's address by _____ hours on _____ .

The completed sections and copies of tenders must be returned using the enclosed label marked "Tender" to arrive by the time and date indicated above. You should ensure that tenders are not timed to be received between 1700 and 0800 hours. Late tenders may only be accepted when there is clear evidence of posting in time to arrive by the opening date and time.

Quotations must be given in writing by returning the completed sections by letter or fax. Quotations are not subject to a sealed bid/formal opening process, although details contained in quotations are treated as confidential.

The Department, will offer to purchase, in full or in part, the goods, consultancy services, other services or works representing the best value for money, but it reserves the right to cancel the tendering process and/or not to award a contract.

Before completing the relevant sections, please read the instructions and ensure that the Terms and Conditions indicated below, which are those that will apply, are attached.

PF31 DTI Standard Terms and Conditions of Contract for Services

Supplementary/Special Conditions

PF32 DTI Standard Terms and Conditions of Contract for Supplies

Other *please specify* _____

If you are unable to bid for this work please notify me immediately and return this invitation/quotation* package unmarked.

Yours sincerely

for the Secretary of State for Trade and Industry
Instructions to Bidders

1. Cost of Tendering

1.1 You must bear all the costs associated with the preparation and submission of your bid and any further costs incurred prior to award of contract unless otherwise previously agreed in writing by DTI.

2. Tender Documents

2.1 The goods required or the consultancy services, other services or works to be carried out are described in the specification. In addition, the invitation to tender/quotation request includes, as appropriate:

- these instructions to bidders;
- reference to the relevant terms and conditions of contract (for supplies (goods), consultancy services, other services or works), including any supplementary/special conditions, copies of which will be attached as indicated in the letter;
- the schedule indicating other documents (including any plans or drawings), patterns, samples, etc;
- the Statement on Quality Assurance, Statement on Size of Organisation, Price and Delivery Schedule and Declaration by Bidder.

2.2 You are expected to examine all the tender documents, which indicate what information must be provided. Incomplete bids may be rejected. In the event of conflict between the documents forming the tender/contract, they shall take precedence over each other in the following sequence: Specification, Supplementary/Special Conditions and General Conditions.

2.3 All material issued in connection with the invitation to tender/quotation request remains the property of the Crown and is to be used solely for the purpose of bidding. It must not be copied or seen by unauthorised persons and must be returned to the DTI whether or not a bid is submitted.

3. Amendment to Tender Invitation Documents

3.1 At any time prior to the deadline for the receipt of bids, the DTI may modify the tender documents by amendment.

3.2 Any such amendment will be notified in writing by letter or fax to all prospective bidders who have received the tender documents and will be binding on them. You should acknowledge in the Price and Delivery Schedule that the amendments have been received.

3.3 In order to give you reasonable time in which to take the amendment into account in preparing your bid, the DTI may, at its discretion, extend the deadline for the receipt of tenders/quotations.

4. Language of Bid

4.1 The bid, correspondence and documents relating to the bid and exchanged by you and the DTI shall be written in English. Any printed literature furnished by you may be written in another language, provided that its relevant passages are accompanied by an English translation. In such cases, for the purpose of interpreting the bid, the English translation shall govern.

5. Tender Form

5.1 You should complete Columns 4 to 7 of the Price and Delivery Schedule, the Statement on Quality Assurance, Statement on Size of Organisation and the Declaration by Bidder.

5.2 You may confine your offers to selected goods and/or consultancy services and/or other services and/or works listed in the Price and Delivery Schedule.

6. Bid Prices

6.1 The amount of VAT, where chargeable, must be entered separately in Column 5. The total price excl. VAT recorded in Column 4 will be used for evaluation purposes.

6.2 You must disclose any sum included in your bid for the use of inventions, designs or processes whether made under licence or similar agreement or otherwise. The name(s) of the person(s) to whom payment would be made must be given, with particulars of any pattern or registered design that may be involved.

6.3 The price of goods and/or consultancy services and/or other services and/or works shall be fixed for the duration of the contract and not subject to any variation unless such is called for in the tender documents. A bid submitted with a price variation clause will be treated as failing to meet tender conditions and will be rejected.

6.4 Prices may be varied where this is permitted in any special terms and conditions of contract. A bid submitted with a fixed price will not be rejected but the price adjustment will be treated as zero.

7. Confidentiality of Bid Prices

7.1 You must not disclose your bid prices, or even an approximation, prior to the deadline for receipt of the bids except in confidence to an insurance company or broker requiring such in connection with the bid.

7.2 You must not try to obtain any information about competitors' bids or proposed bids nor make any arrangement with anyone else about whether or not they should bid.

8. Conflict of Interest

8.1 Bidders, for all services where a conflict of interest may exist or arise, must inform the Agency and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to suggest a real danger of bias in the execution of the service. Special attention should be paid to services concerned with the contracting out of administrative decisions relating to public law functions, ie

functions carried out under statutory authority involving powers and duties not generally available to private law bodies.

9. Financial viability enquiries

9.1 The DTI reserves the right to make enquiries into the financial viability of bidders.

10. Bid Currency

10.1 Prices shall be quoted in the following currencies but, where prices are quoted in a currency other than sterling, the pound sterling equivalent must also be recorded:

- for goods, consultancy services, other services and works supplied from within the UK, in pounds sterling;
- for goods, consultancy services, other services and works supplied from within the European Union, in pounds sterling or in Euros;
- for goods, consultancy services, other services and works supplied from outside the European Union, in pounds sterling or other currency as specified in the tender documents.

11. Documents Establishing the Eligibility and Qualifications of Bidders of Goods and Works

11.1 If so requested by the DTI, you should furnish, as part of your bid, documents establishing your eligibility to bid and your qualifications to fulfil the contract if your bid is accepted.

11.2 The documentary evidence shall establish to DTI's satisfaction:

- that, where, under the contract, you are offering to supply goods which you did not manufacture or otherwise produce, you have been duly authorised by the manufacturer or producer of the goods to supply those goods or works to the DTI;
- that you have the financial, technical and production capability necessary to fulfil the contract;
- that, if you do not do business within the UK, you are or will be (if successful) represented by an agent in the UK equipped and able to carry out your maintenance, repair, spare parts stocking and warranty obligations prescribed by the conditions of contract and/or technical specifications; and
- that no conflict of interest exists.

12. Special instructions relating to consultancy services and other services

12.1 The documentary evidence shall establish to the DTI's satisfaction:

- the method to be employed;
- estimated cost including an analysis of man-days, costs and expenses; VAT should always be shown separately;
- timetable for the work;
- names, qualifications and relevant experience of those who would be members of the team, if successful;
- an indication of which team members would be responsible for which part(s) of the project.

12.2 You should include two named referees, including telephone numbers, in respect of the past performance of each of your proposed team member(s). These references should preferably relate to jobs undertaken for the DTI; if not, to jobs undertaken for other Government departments; if not, to work undertaken for either other public sector bodies or for the private sector. You should also nominate a project leader for your team.

12.3 A leaflet setting out the approach and standards adopted by the DTI for the engagement of external consultants may be requested from the originator.

13. Documents and Samples Establishing Eligibility of Goods and Works and Conformity to Tender Documents

13.1 You must provide documentary evidence that goods and works conform to the tender documents, which may be in the form of literature, drawings and data comprising but not limited to:

- a detailed description of the goods and works and, where appropriate, essential technical and performance characteristics;
- a list giving particulars, including available sources and current prices, of all spare parts and special tools necessary for the proper and continuing functioning of the goods for a period of 5 years from being brought into use by the DTI;
- a clause-by-clause commentary on DTI's technical specification, where provided, demonstrating that the goods and works offered are substantially responsive to those specifications or a statement of deviation and exceptions to the technical specifications.

13.2 You should note that, unless otherwise stated, the standards of workmanship, material and equipment and any reference to brand names, model or catalogue numbers included in the DTI technical specification are intended to be descriptive only and not restrictive. You may substitute alternative standards, brands or models providing that it can be demonstrated to the satisfaction of DTI that the substitutions are substantially equivalent in performance terms.

13.3 Where it is indicated that samples of the material or articles or of a component may be required after the opening of bids, you must be prepared to submit samples without charge. Failure to comply within 7 days of the date of demand may prejudice consideration of your bid.

Every sample should be clearly labelled with:

- the DTI ITT number;
- your name and address;
- your bidder reference number and date of submission of bid;
- description and item number as listed on the Price and Delivery Schedule.

14. Period of Validity of Bids

14.1 Bids shall remain valid for the period specified in the letter of invitation/quotation request. A bid valid for a shorter period may be rejected by the DTI as failing to meet the tendering conditions.

14.2 In exceptional circumstances, the DTI may seek your consent to extend the validity period. You may refuse such a request without penalty. If you grant the request you will not be permitted to modify your bid.

15. Formal Signing of Tender

15.1 You should prepare the number of copies of the tender and all supporting documents, as specified in the letter of invitation, clearly marking one "original tender" and others "copy of tender" as appropriate. In the event of any discrepancy between them the original shall prevail.

15.2 The bid shall comprise four sections of the DTI invitation to tender/quotation request:

- the Price and Delivery Schedule;
- the Statement on Quality Assurance;
- the Statement on Size of the Organisation;
- the Declaration by Bidder and Authorised Signatory.

15.3 The original and all copies shall be typed or printed and signed by you or your authorised representative.

15.4 The bid shall contain no inter-lineations, erasures or overwriting except to correct errors made by you. You must initial such corrections.

15.5 You may not amend columns 1 to 3 of the Price and Delivery Schedule. Any comments must be made in a separate accompanying letter.

16. Submission of Bids

16.1 You should seal the original of your bid, together with any copies as specified in the Invitation to tender/quotation request letter, in an envelope and send it to the originator at the DTI. The tender label is for the despatch of tenders only and is not to be used for enquiries relating to the tender or for quotations. Postage is to be paid by you.

16.2 The DTI does not accept responsibility for the premature opening (and therefore rejection) or mishandling of envelopes not sealed or not correctly marked.

17. Deadline for Receipt of Bids

17.1 The bid must be received by the DTI at the address of the originator indicated on the letter of invitation/quotation request no later than the time and date given in the Invitation to tender/quotation request letter.

17.2 The DTI may extend the deadline for receipt of bids by amending the tender documents in accordance with Clause 3.

18. Late Bids

18.1 Late bids may only be accepted when there is clear evidence of posting in time to arrive by the opening date and time.

19. Modification and Withdrawal of Bids

19.1 You may modify your bid prior to the deadline for receipt by giving notice in writing to the DTI.

19.2 Your modification notice must be sealed, identified externally with the ITT number and despatched in accordance with the provisions of Clause 17.1.

19.3 No bid may be modified subsequent to the deadline for the receipt of bids.

19.4 You may withdraw your bid at any time prior to accepting the offer of contract in accordance with Clause 27.3, by sending a withdrawal notice in writing to the DTI.

20. Opening of Bids by the DTI

20.1 The DTI will open and record the bids in accordance with its internal procedures but on occasion may hold a public opening which your representatives may attend.

21. Preliminary Examination of Bids

21.1 The DTI will examine the bids for completeness and signature and may seek clarification where deemed necessary.

21.2 Arithmetical errors will be rectified. If there is a discrepancy between words and figures the amount in words will prevail.

21.3 Prior to detailed evaluation, pursuant to Clause 23, the DTI will determine whether the bid substantially fulfils the conditions in the tender documents.

2 1.4 A bid determined as not substantially fulfilling the conditions in the tender documents will be rejected by the DTI and may not subsequently be changed.

21.5 The DTI may waive any minor non-conformity or irregularity which does not constitute a material deviation.

21.6 After the proposals have been received and examined, bidders of consultancy services may be invited to attend a selection interview by the client division (the division within the DTI commissioning the work) which senior members of the proposed project team should attend.

22. Conversion to Single Currency

22.1 Prices at award will be revalued if the exchange rate published by the UK clearing banks has changed by more than 5% within the validity period (see Clause 14.1).

23. Evaluation and comparison of bids

23.1 The DTI will award the contract to the bidder whose bid has been determined as substantially fulfilling the conditions and representing the best overall value for money.

23.2 The DTI will evaluate and compare the bids previously determined as substantially fulfilling the conditions and will not:

- take into account UK VAT, or
- make any allowance for price variations unless provided for in the tender documents.

23.3 Where appropriate, the DTI will take the following factors into account in addition to price, but the DTI is not restricted to taking only such factors into account and may take into account all factors which it considers relevant:

- import duty where levied;
- cost of inland transport and insurance for imported goods;
- delivery period offered;
- deviations in the payment schedule;
- cost of components, spare parts and servicing;
- availability of spare parts and after sales service;
- the projected "life cycle cost" of equipment;
- the performance and productivity of the equipment and/or services and/or works;
- the quality and adaptability of the goods, services or works.

23.4 Unless it has so satisfied itself prior to the opening of bids, the DTI will determine to its satisfaction that the bidder submitting the bid offering the best value for money is qualified to perform the contract satisfactorily and is financially viable.

24. Contact between DTI and the bidder

24.1 Subject to Clause 21.1, you will not contact the DTI on any matter relating to your bid during the validity period except to notify the withdrawal of your bid (Clause 19.4)

24.2 The DTI reserves the right to undertake post-tender negotiations prior to the offer of contract.

25. DTI's Right to Vary Quantity at Time of Award

25.1 The DTI reserves the right, at the time of the award of contract, to increase or decrease by up to 15% the quantity of goods and/or consultancy services and/or other services and/or works specified in the Price and Delivery Schedule without any change in prices or terms or conditions.

26. DTI's Right to Reject any or all Bids

26.1 The DTI reserves the right to cancel the tendering process and reject all bids at any time prior to award of contract without incurring any liability to the affected bidders.

27. Offer and Acceptance of Contract

27.1 Prior to the expiry of the bid validity period, as defined in Clause 14.1 the DTI will send to the successful bidder an offer of contract/purchase order summarising the requirements of the contractual relationship.

27.2 The DTI will attach to the offer of contract/purchase order the documents incorporated in the letter, unless otherwise specified.

27.3 Within 7 calendar days of receipt of the offer of contract/purchase order, you must sign a copy and return it to the DTI. Your own form of acknowledgement will not be accepted. Your receipt and acceptance of the offer will constitute the formation of the contractual relationship unless you immediately advise the DTI of withdrawal of your bid.

27.4 Once the contractual relationship is agreed, the DTI will notify each unsuccessful bidder as soon as is reasonably practicable.

28. Debriefing

28.1 All unsuccessful bidders will be offered the opportunity to be given a debriefing. The DTI may make available to bidders the main criteria for the evaluation and comparison of bids.

29 Performance Bonds

29.1 Within 14 calendar days of receipt of offer of contract from the DTI, the successful bidder shall furnish the performance bond in accordance with any supplementary/special conditions provided for in the tender documents.

29.2 Failure of the successful bidder to comply with Clauses 27.3 or 29.1 shall constitute sufficient grounds for the annulment of the offer, in which case the DTI may make the offer to the bidder whose tender is ranked second or any call for new tenders as it thinks fit.

Standards on Quality Assurance

Are your quality management systems currently certificated ?

Yes ➔ Please say which Standards, which part and for what activities Certifying Body and Number of Certificate

No

Planned ➔ **By what date**

Statement on Size of Organisation

How many people does your organisation employ ?

What is your organisation's current annual turnover ?

Declaration by Bidder

I _____

Certify that I am a person duly authorised to sign tenders/quotations* for and on behalf of

The bidder, and having read the tender documents, offer to supply the goods, consultancy services, other services or works

As set out in the specification and/or accompanying documents, patterns and samples listed in the schedule, where appropriate;

Authorised Signatory _____

Name in BLOCK LETTERS _____

Address _____

- Under the terms and conditions indicated;
- Subject to the provision of any contract made in writing; and,
- At the price (or prices) and at the delivery time (or times) or by the completion date quoted.

It is agreed that any other terms and condition of contract or any general reservations which may be printed on any correspondence emanating from the bidder in connection with this bid or ant contract resulting from the bid shall not be applicable to this bid or to the contract.

Date _____

Job Title _____

Tel Number _____

Fax Number _____

Please use enclosed label when submitting your tender

* delete as applicable

Price and delivery schedule

DTI Ref _____
ITT No _____

Please complete this schedule if this information is not included in your proposal.

Columns 1-3 to be completed by DTI bidder			Columns 4 and 5 to be completed by	
1	2	3	4	5
Item No.	Description of goods/ Service or see annexed specification	Date required for delivery of goods/services	Total price including VAT	Delivery period

