**ESPO reference 664-21   
Consultancy Services**

**Framework Period   
19 April 2021 to 19 April 2023**

**INVITATION TO TENDER  
(Part A)**

**Closing date for submission of tender**

**12 noon, 27 October 2020**

**PLEASE SUBMIT YOUR COMPLETED TENDER** **SUBMISSION – PART B –   
IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED**

|  |  |
| --- | --- |
| ESPO Framework Reference 664-21 | September 2020 |

**Contents**

This document is in two parts.

**PART A**

Part A is the Invitation to Tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document. **Note: Part A does not need to be returned to ESPO.**

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**PART B**

Part B is the tender submission document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for Completing and Submitting a Tender).

# **Glossary of Key Terms**

A detailed description of the Framework is provided in the following sections of this document. Full and formal definitions are provided within the Framework Agreement, and Tenderers are advised to refer to the Framework Agreement to ensure they have a full understanding of the requirement.

For Tenderers’ convenience however, the following key terms, which are used throughout this document, are defined as follows:

|  |  |
| --- | --- |
| Call-Off Terms  **Consultant(s)** | means the terms on which the Service Provider shall provide the ordered Goods and/or Services to the Customer as set out in Schedule 3 of the Framework Agreement but subject to any variations agreed by the Customer and the Service Provider  an individual, agency or organisation who is employed, usually on a fee basis, to facilitate Customer decision making |
| Customer | or plural, means the particular public body/contracting authority (for example, a Council, a School, etc) which is eligible to access the Goods and/or Services and elects to do so |
| Contract or Call-off Contract  eProcurement Portal or the Portal | means a specific contract for Consultancy Services for a specific Customer entered into under the Framework  means the EastMidsTenders eProcurement portal at [www.eastmidstenders.org](http://www.eastmidstenders.org) |
| ESPO | means Leicestershire County Council, trading as ESPO |
| Framework | means the framework arrangements established by ESPO for the provision of Consultancy Services to Customers by Framework Service Providers |
| Framework Agreement | means the Clauses of the Framework Agreement together with the Framework Schedules and annexes |
|  |  |
| Invitation to Tender | means this document, inviting Tenderers to submit a tender |
| Lead Organisation | means the Tenderer |
| Lot or Sub-Lot | means any of the 10 lots or 22 sub-lots specified in section 2 of this document, Requirement |
| Service Provider(s) | means a Service Provider appointed onto the Framework to provide consultancy services |
| Retrospective Rebate | means the sum payable by the Service Provider to ESPO in accordance with the provisions of Clause 16 of the Framework Agreement |
| Services | means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in section 2 of this document, Requirement. |
| Social Value | means the wider financial and non-financial impacts of programmes, organisations and interventions, including the wellbeing of individuals and communities, social capital and the environment as outlined within The Public Service (Social Value) Act 2012; |
| Social Value Portal | means the portal (https://socialvalueportal.com/) used by Customers at further competition stage to evaluate Social Value; |
| Supplier Code of Conduct | means the code of conduct described in Section 1. Introduction of this Invitation to Tender (Part A) |
| Supporting Partner | means potential collaborative partner(s), an organisation or organisations upon whom the Lead Organisation is relying to satisfy the selection criteria |
| Tender | means the tender submitted by the Service Provider to ESPO |
| Tenderer | means an organisation that submits a completed Tender in response to this Invitation to Tender document. |
| YPO | means Yorkshire Purchasing Organisation. |

# **INTRODUCTION**

This is an Invitation to Tender (ITT) with information, instructions and guidance provided in Part A, following consideration of which the tender submission (Part B) should be completed and submitted online by all service providers who wish to tender for the Framework described in the following pages.

**Leicestershire County Council, trading as ESPO**

ESPO is a trading department of Leicestershire County Council. It is a non-profit making body owned and operated jointly by six local authorities. ESPO’s key objective is to help its member authorities achieve optimum value for money when buying goods and services. The ESPO Member authorities are Cambridgeshire County Council, Leicestershire County Council, Lincolnshire County Council, Norfolk County Council, Peterborough City Council, and Warwickshire County Council.

**eProcurement Portal**

ESPO use an eProcurement system called ProContract, powered by Proactis Limited. The system is available for service providers via the eProcurement Portal and can be visited at <https://www.eastmidstender.org/>. All contract opportunities are advertised via the Portal and service providers will have registered to participate in this process via the Portal in order to have access to this document.

All correspondence should be conducted through the eProcurement Portal and the named contact registered for your organisation will receive all correspondence. All service providers must regularly check the Portal for updates and have sole responsibility for doing so.

**Overview**

In this instance, ESPO is working with YPO to undertake a procurement process to identify and appoint a number of Service Providers to provide consultancy services.

To reflect the different types of consultancy services required, the Framework will be divided into the following Lots and Sub-Lots:

* Lot 1 Business Services
* Lot 2 Finance and Governance
  + 2a Audit Consultancy
  + 2b Internal Audit Services
  + 2c External Audit Services
  + 2d General Finance
  + 2e Procurement
  + 2f Revenues and Benefits
  + 2g Tax
  + 2h Treasury Management
* Lot 3 Food and Catering
* Lot 4 Health and Social Care
  + 4a Public Health
  + 4b Social Care (Adults)
  + 4c Social Care (Children)
* Lot 5 Highways, Traffic and Transport
* Lot 6 IT
  + 6a Operational IT
  + 6b Strategic IT
* Lot 7 Leisure, Culture and Tourism
* Lot 8 Property and Environment
  + 8a Asset Management and Delivery
  + 8b Environmental and Sustainability
  + 8c Facilities Management
  + 8d Health and Safety
  + 8e Housing and Housing Support
  + 8f Planning, Valuation and Structure
  + 8g Regeneration and Regional Development
  + 8h Waste and Recycling
* Lot 9 Research and Marketing
  + 9a Community Research and Engagement
  + 9b Marketing, Communications and PR
* Lot 10 Strategic Projects

The number of Service Providers offered a place on the Framework will depend in part upon the number and nature of bids received.  This number is not fixed, however, and the final composition of the Framework will be as decided by ESPO, whose aim will be to ensure adequate service provision, geographical coverage and diversity is offered, whilst avoiding diluting the economies of scale which the Framework should bring about.

Tenderers are invited to bid for one, several or all of the Lots as they wish, and should make clear which Lots they are bidding for in their Tender document.

The Framework requires Service Providers to supply consultancy services throughout all regions of the United Kingdom.

Further detailed information can be found in the next section – Requirement.

**Objectives**

The objectives of the procurement are:

* To provide public sector Customers with a suitable and easily accessible route to procuring a range of consultancy services, ensuring compliance with the Public Procurement Regulations;
* To offer access to a range of pre-approved Service Providers; and
* To secure value for money consultancy services for Customers.
* To provide access to easy and generic further competitions designed to provide bespoke solutions for Customers
* To enable Social Value to be delivered

**Scope**

The high profile of procurement within local government and the national drive to aggregate and collaborate means that there is a large potential group of customers who may choose to access this Framework.

Whilst initially for use by local authorities served by ESPO – being a Central Purchasing Body as defined by the Public Contracts Regulations 2015, the Framework may also be open for use by any “public body”, defined in the Local Authorities (Goods and Services) Act 1970 that also falls within one of the following classifications of user throughout all administrative regions of the UK:

* Local Authorities, and certain
  + Central government agencies and ministries
  + NHS and emergency (blue light) services
  + Schools, academies, colleges and universities
  + Registered charities
  + Registered social landlords

Full details of the classification of end user establishments and their geographical areas are available on <http://www.espo.org/FAQs/Legal>. These classifications of user will be referred to as the Customers.

The Framework structure will be based upon the government’s nine defined regions of England, in order to include smaller and more specialised service providers:North East

* North West
* Yorkshire and Humber
* East Midlands
* West Midlands
* East of England
* London
* South East
* South West
* Northern Ireland
* Scotland
* Wales

Tenderers must be able to supply all regions as specified above.

**Estimated Value**

Interested Tenderers should note that the Framework value is estimated to be £50,000,000 per annum. Tenderers must note that this figure is only an estimation and could fluctuate up or down, depending on budgets and Customer demands.

It should be noted that there will be no compulsion on the part of potential Customers to use the Framework. For this reason, no guarantee of business value or volume can be given.

**Duration**

The Framework will be established for an initial period of 2 years with an option to extend for a further period or periods up to a total of 2 years taking the contract term to a maximum of 4 years. The Framework is intended to start on 19 April 2021or as otherwise agreed.

Individual Call-Off Contracts awarded under the Framework may be of any reasonable duration regardless of when they commenced (i.e. an individual Call-Off Contract may expire beyond the Framework expiry date). Typically, the individual Call-Off Contracts are unlikely to exceed four years’ duration except where justifiable on operational or commercial grounds. The duration of the individual Call-Off Contracts should be appropriate to the requirements in question and should reflect the value for money considerations. It may be the case the individual contracts extend beyond the four-year term of the Framework itself.

Any subsequent extension to the Framework will be agreed between ESPO and the Service Provider. It is likely that ESPO will seek the Service Provider to demonstrate improvements to the Framework and/or price reductions before considering an extension. It is possible that a further competition exercise (and/or eAuction) prior to the extension being invoked may be conducted to ensure best value for the Customers. For any extension(s) to the Framework, discussions with Service Providers shall be conducted sufficiently far in advance of the Framework expiry date to arrive at an agreed position.

The new Framework will be publicised amongst potential Customers, using a diverse range of methods, including, but not limited to catalogues and websites published by ESPO (for more information see Marketing below).

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The new Framework will be publicised amongst potential Customers, using a diverse range of methods, including, but not limited to catalogues and websites published by ESPO (for more information see Marketing below).

**Contract Management and Management Information**

The Framework will be managed by ESPO on behalf of both ESPO and YPO and ESPO shall hold review meetings as and when required. The review meetings will enable ESPO and the Service Provider to review performance of the Framework, discussing matters which may include but not be limited to;

* a review of the amount of business transacted under the Framework as per the management information (see more below)
* feedback from Customers
* discussion regarding any complaints of poor performance and agreement of actions to address
* consideration of any improvements or developments
* any changes in key personnel, processes, or delivery
* plans for marketing or promotional activity

The Provider will be expected to field the appropriate personnel to a review meeting accordingly.

Management information shall be supplied in the format specified – please see clause 15 and schedule 7 of the terms and conditions of the Framework Agreement. The Service Provider shall send the management information to ESPO on a quarterly basis on dates agreed at the commencement of the Framework.

**ESPO Supplier Code of Conduct**

As part of ESPO’s continuous improvement to strengthen operational controls in procurement and contract management, an ethical Supplier Code of Conduct has been developed which sets out the requirement for organisations that do business with ESPO, and their supply chains, to operate in full compliance with laws, rules and regulations of the countries within which they operate. The Supplier Code of Conduct can be found on the ESPO website – <https://www.espo.org/Supplier-Code-of-Conduct>

The Supplier Code of Conduct sets out principles to help Service Providers to understand the standards and behaviours that are expected of them when working with ESPO. This includes the principles of international conventions (e.g. United Nations Universal Declaration of Human Rights), UK specific legislation (e.g. Modern Slavery Act 2015) and Leicestershire County Council Policy (e.g. Receipt of Gifts and Hospitality).

Service Providers should ensure they are familiar with the Supplier Code of Conduct. Section 5 of the Supplier Code of Conduct specifically requires suppliers to support the principles contained in the document and to actively communicate and promote these principles in their own supply chains.

Compliance with the Supplier Code of Conduct will be checked within ESPO’s contract management mechanisms, and failure to adhere to the principles will be managed through the contract if necessary.

**Marketing and Promotion**

This Framework will be marketed by ESPO through a variety of channels, such as its own website, social media, PR, catalogues and by its account management team.

Following award, the Service Provider will receive an implementation letter from ESPO, advising next steps and required actions. A document produced by the ESPO Communications Team titled Supplier Marketing Information and Guidance will accompany the letter. This document provides an overview of the kinds of marketing activities ESPO encourage Service Providers to undertake and the ESPO guidance in relation to how these activities should be carried out.

Notwithstanding the receipt of the Supplier Marketing Information and Guidance Service Providers shall obtain written prior approval from ESPO before any marketing material is distributed to the public, this includes all press releases, leaflets, flyers, adverts, online marketing etc. using and/or mentioning ESPO’s name, using ESPO’s logo or the name of the Framework. All marketing and publicity material shall be produced free of charge unless expressly agreed otherwise. All Service Providers featured on this Framework may also be invited to participate in joint marketing activity.

**Operation of the Framework**

It should be noted that the Framework may be used in a number of ways. Customers may require the services across the one site or multiple sites, or for one small requirement, one large requirement or indeed a number of requirements over a set period. Customers wishing to buy services via the Framework will normally do so in either of the following ways in accordance with Regulation 33 of the Public Contracts Regulations 2015 (and any subsequent amendment or re-enactment thereof):

* **Calling-off** – Customers will normally access the Framework by ‘calling-off’ services from a Service Provider identified who is a) included in the Framework and b) suitable for meeting the Customer’s specific needs.

Customers will identify the most suitable Service Provider for provision of their needs, making their selection on the basis of who is best suited to the needs of their organisation. Customers will review the Framework pricing and user guide in aiding their decision.

* **Further competition -** Customers will also be able to conduct a further competition from amongst those Service Providers identified in the Framework as being able to supply the required services. This means that not all further competition exercises will necessarily include all the Service Providers – a Customer will only invite those Service Providers that are included in the Framework for the particular Lot or Lots required.

**Please note that Lot 10 Strategic Projects will be accessed by Customers via further competition only. All remaining Lots (Lots 1-9) may be accessed by calling-off or further competition.**

Further competitions may be conducted directly by the Customer, or by ESPO, or by any other appropriate third party on the Customer’s behalf. Please note that once this Framework is established, the right is reserved by the Customer when running a further competition, to invite the Service Providers to participate in an eAuction. Meetings with Service Providers, interviews, presentations and/or site visits may be required as part of the process at further competition stage.

IMPORTANT: Service Providers will not be compelled to tender for all business offered via further competition, and so declining to bid in such instances will not therefore affect a Service Provider’s position on the Framework; however, it should be noted that persistent and repeated failure to bid may lead to a review of a Service Provider’s continued inclusion.

When evaluating a further competition, customers may adopt a scheme similar to that used by ESPO in establishing the framework, or may advise bidders that a revised scheme will be used, in order to suit the specific requirements. This may involve, for example, using the same criteria, but varying the weightings assigned to them. It is anticipated that as ‘non-price’ factors will have been assessed when the framework was established, increased weighting may be given to ‘price’ and/ or ‘social value’ element at further competition stage.

At further competition where social value is one of the award criteria, bidders’ responses to the social value criterion may be evaluated directly by the Customer or by the Social Value Portal (<https://socialvalueportal.com/>) on behalf of the Customer.

If a Customer appoints the Social Value Portal to assess bidders’ responses to social value the bidders will be required to submit their quantitative and qualitative proposals on to the Social Value Portal (instructions on how to do this will be given to bidders by the Customer at the time of the further competition). Service Providers’ Social Value qualitative and quantitative proposals will be assessed by reference to the national TOMS (themes, outputs and measures) framework developed by the Social Value Portal. Details on the national TOMS framework can be found on the Social Value Portal <https://socialvalueportal.com/national-toms/>

In committing to certain social value targets, bidders will need to provide realistic and convincing method statements of how these will be achieved in practice. For example, if a bidder commits to employing 10 long-term unemployed people, they should explain the partnerships / plans in place to identify those potential employees.

The Customer and/or the Social Portal on behalf of the Customer will measure the output of the Service Provider’s commitments during the Customer’s contract period.

Please note that if a Customer uses the Social Value Portal at further competition stage to evaluate bidders’ social value submissions there is a fee payable by the Service Provider (if successfully awarded a contract) to the Social Value Portal.

**Please refer to Appendix B of this document for more information about Social Value, the Social Value Portal and the fees payable to the Social Value Portal.**

All services provided under the Framework will be provided and delivered directly to the Customers, in accordance with instructions given to the Service Provider at the time of placing the order. Liability for payment of the Service Provider’s invoices will rest solely with the Customer, as appropriate in each case.

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BENEFITS OF THE FRAMEWORK – FOR CUSTOMERS

For Customers, there will be several benefits in using the Framework to secure their consultancy services. Key amongst these are:

* Service providers included in the Framework will effectively have been ‘pre-qualified’ as to their general suitability; this means that in buying services from them, Customers may be assured that are financially stable, and have demonstrated a solid track record of supply to the sector, and an understanding of its needs and that they possess sound policies relevant to the Framework. These will include such policies as health and safety, sustainability and environmental.
* There will be no need for Customers to undertake lengthy and costly EU-compliant procurement processes; all these necessary formalities will have been carried out by ESPO when the Framework was set up, which means that Customers may simply approach the nominated Framework Service Providers, without the need to advertise the requirement or to pre-qualify Service Providers.
* Customers will normally access the Framework by ‘Calling-Off’ services from a Service Provider that is identified as being included in the Framework and suitable for meeting the Customer’s specific service requirements.
* Alternatively, Customers may wish to run a ‘further competition’ (also known as ‘mini competition’ or ‘secondary competition’) to identify and appoint their Service Provider by inviting quotations from those suitable Service Providers included in the Framework. To assist them in this task, core specifications and template documentation will be freely available.  
  Please note that once this Framework is established, the right is also reserved by the Customer when running a further competition, to invite the Service Providers to participate in an eAuction.
* By establishing relationships with Service Providers, the Framework may promote opportunities for beneficial collaborative working – joint procurement – between Customers, with potential economies of scale and operational efficiencies.
* Enable Social Value benefits via further competition and the use of Social Value Portal to systematically measure Social Value outcomes.

BENEFITS OF THE FRAMEWORK – FOR SERVICE PROVIDERS

For Service Providers who are included in the Framework, we anticipate a number of benefits too. These will include:

* The Framework will be actively publicised by ESPO. It is expected that the Framework will therefore acquire a high profile amongst potential Customers.
* Inclusion in the Framework is likely to offer Service Provider(s) new business opportunities, and in each case, competition will be limited to just those Service Provider(s) who are included in the Framework and suitable for meeting the Customer’s specific needs. Service Provider(s) will not have to rely upon leads in OJEU or the trade press.
* Because Service Providers will have been ‘pre-qualified’ in order to gain inclusion in the Framework, further vetting of Service Provider(s) should be largely eliminated, so reducing the effort required to prepare and submit bids.
* Moreover, with template documentation available to Customers, Service Provider(s) should see a reduction in the diversity of documentation they are asked to respond to.
* Tenderers should note that in establishing the Framework, ESPO recognises that many Tenderers exist within the small and medium enterprise (SME) sector; these may be specialist Service Providers, or ones with limited geographical scope. In establishing the Framework, and provided that the appropriate standards and overall Framework objectives are met, SMEs will be considered for inclusion in the relevant section of the new Framework.

**Retrospective Rebate**

As a public body, ESPO have a statutory obligation to recover the costs incurred in the management of this Framework. This obligation is met by means of a Retrospective Rebate which will be payable by the Service Providers to ESPO based on the total turnover of business conducted by them under the Framework.

This rebate will be at a rate of **1%** and shall be payable **every three months**. ESPO will request management information from the Service Providers prior to raising an invoice for payment.

The value of the rebate fee shall be calculated as a percentage of the total value of business conducted by the Service Provider under the Framework. Rebate payments will be plus VAT at the prevailing rate.

Please refer to clause 16 of the terms and conditions of the Framework Agreement.

**Questions and Contact Details**

All requests for clarification (whether in relation to this document, the requirement, the terms and conditions or the tender submission document) should be submitted as soon as possible using the Messages section on the eProcurement Portal.

A copy of all questions and answers, known as the clarification log, will be maintained and distributed periodically to all organisations that have registered an expression of interest in this Invitation to Tender. It is the responsibility of Tenderers to regularly check the eProcurement Portal for updates to the clarification log at regular intervals. If the Tenderer expresses that the question is confidential and ESPO agree that it is then the response will be sent only to the Tenderer raising the question.

The clarification log is an integral part of the tender process and forms part of the tender documentation. When evaluating your Tender, it will be assumed that the clarification log has been read and the information provided within it has been considered in the submitted responses.

The last date for submitting clarification question submission is 2 October 2020 (5pm). Questions received after this date may not be answered.

Please note that any questions relating to the operation of the Portal itself should be submitted to Proactis (please see contact details in section 5 Instructions for completing and submitting a tender).

**Please note that any correspondence issued to you from ESPO, via the eProcurement Portal, will be sent to the person who is the named registered person on the Portal for your organisation.** If your organisation has registered multiple contacts, communication will be directed to the person who expressed an interest in this specific Framework. You are advised to make sure that this named person shares correspondence with all colleagues who are participating in this tender exercise.

If having expressed an interest you do not wish to submit a tender, please “Opt Out” on the eProcurement Portal. Under no circumstances should you pass this document on to a third party.

Tenderers are responsible for regularly checking the portal for messages, information or documentation sent by ESPO and should not rely on prompts as a reminder to do this.

# **REQUIREMENT (including Specification)**

This section provides Tenderers with as much detail as possible regarding the requirements and will help Tenderers to compile their Tender submission, and provides a specification for the Services.

The general specification and Lot specific specifications detailed below make up the requirement under this Framework Agreement.

Whilst the specification set out below is intended to provide a broad indication of the Services required as part of the Framework, it should be considered as being sufficiently flexible to Customers’ needs, provided that such variation does not conflict with the requirements of the Public Contract Regulations 2015. This means that Customer requirements may be more precisely formulated but should not be substantially amended from the terms set out in the Framework Agreement and the context of this specification.

Therefore, any such localised variation reflected in a Customer Call-Off Contract must remain broadly within the reasonable bounds of the Services described herein.

**INTRODUCTION**

This Specification sets out the general provisions that shall apply to all contracts awarded under the Framework (across all Lots). Since the range of requirements which will arise from potential Customers is very wide, no individual elements of work are singled out under each Lot (or Sub-Lot where relevant). However, as an indication, typical requirements where Customers may seek consultancy input and support within each Lot (or Sub-Lot) are outlined after the ‘General Requirements (All Lots)’ section within the specification below.

While Tenderers are not expected to specialise in all of the Services listed within the description for each Lot or Sub-Lot, Tenderers must be able to offer a broad base of Consultancy advice within each Lot or Sub-Lot as follows:

* Lot 1 Business Services
* Lot 2 Finance and Governance
  + 2a Audit Consultancy
  + 2b Internal Audit Services
  + 2c External Audit Services
  + 2d General Finance
  + 2e Procurement
  + 2f Revenues and Benefits
  + 2g Tax
  + 2h Treasury Management
* Lot 3 Food and Catering
* Lot 4 Health and Social Care
  + 4a Public Health
  + 4b Social Care (Adults)
  + 4c Social Care (Children)
* Lot 5 Highways, Traffic and Transport
* Lot 6 IT
  + 6a Operational IT
  + 6b Strategic IT
* Lot 7 Leisure, Culture and Tourism
* Lot 8 Property and Environment
  + 8a Asset Management and Delivery
  + 8b Environmental and Sustainability
  + 8c Facilities Management
  + 8d Health and Safety
  + 8e Housing and Housing Support
  + 8f Planning, Valuation and Structure
  + 8g Regeneration and Regional Development
  + 8h Waste and Recycling
* Lot 9 Research and Marketing
  + 9a Community Research and Engagement
  + 9b Marketing, Communications and PR
* Lot 10 Strategic Projects

**DEFINITION OF A CONSULTANT**

For the purpose of this Framework and Specification, a “Consultant” is defined as an individual, agency or organisation who is employed, usually on a fee basis, to facilitate decision making by providing:

* Expert analysis/design and advice; and/or
* Performing a specific task/s; and/or
* Involving skills or perspectives

all of which falls outside of a Customer organisation’s expertise, knowledge or experience and should only be arranged for a defined period of time to carry out specific, finite or ‘one-off’ projects.

A Consultant is not:

* A contracted-out service, essentially routine, for a specified duration;
* A staff substitute to be used when insufficient staff are available to complete day to day works;
* To have any form of delegated authority or to manage any employees;
* To be employed under a contract of employment.

“Consultancy” furthermore is defined as the provision of advice relating to strategy, structure, management or operations of an organisation in pursuit of its purposes and objectives. Such advice is provided outside the ‘business-as-usual’ environment when in-house skills are not available and will be time-limited. Consultancy may include the identification of options with recommendations, or assistance with (but not the delivery of) the implementation of solutions.

**DEFINITION OF A PROJECT**

A “Project” is defined as a temporary and unique piece of planned work or activity over a defined period of time, intending to achieve a particular purpose or to accomplish a singular objective or multiple objectives.

The Customer will establish their Project details based around their requirement and desired objective/s at that time. The Customer will then call upon a Service Provider to help and assist in mobilising both internal and external resources to achieve their desired objective/s accordingly.

**SOCIAL VALUE**

ESPO are committed to the ongoing aspect of social value and sustainability within the UK Public Sector. ESPO will look to work with Service Providers in respect of continuously supporting and driving social value and sustainability outputs from this Framework.

The Service Provider shall work with ESPO and Customers to support social value and sustainability targets and improvements within local economies.

The Service Provider shall work proactively with their supply chains to promote and support social value and sustainability targets and improvements within local economies.

The Service Provider shall report to ESPO and the Customer details of the Social Value delivered to each Customer as part of the quarterly management information in accordance with Framework schedule 7 and Framework schedule 10 of Appendix A -Framework Agreement.

The Service Providers shall, as and when reasonably requested by ESPO, provide reports to ESPO to outline the social value achieved with Customers and via the Framework. The detail, scope and frequency of such reporting is to be agreed between ESPO and the Service Provider.

The Service Provider shall be expected to carefully assess the financial, environmental and social impact of the provision of services at all times throughout the life of the Framework (and subsequent Customer contracts where this may extend beyond the life of the Framework).

**GENERAL REQUIREMENTS (ALL LOTS)**

The following general provisions shall apply to all Call-Off Contracts via the Framework. The Customer may expressly specify that one or more of these provisions does not apply to their particular Call-Off Contract at that time. Unless such express exclusion is documented, however, the following will prevail.

1. **COMMISSIONING PROJECTS**
   1. In response to the Customer’s Project brief, the Service Provider shall:

1.1.1 Submit a project plan, outlining:

* + 1. Methodology(s) to be used;
    2. Project management and work planning techniques to be employed;
    3. Anticipated timescales for delivery of the Project;
    4. Resources, materials and personnel to be deployed on the Project;
    5. How risks will be managed;
    6. How the Project will be reviewed, knowledge transferred and lessons learnt; and
    7. The overall price based on the above.

1.1.2 Provide a communication plan detailing their proposed engagement with the Customer throughout the Project. This should encompass:

* + 1. Updates on the Project status and review meetings as necessary;
    2. Identification of stakeholders and how they will be kept informed; and
    3. Method and frequency of communication with these stakeholders.

1.1.3 Demonstrate appropriate experience, capabilities and knowledge to meet the specific requirements of the Project, including sound knowledge of policy and legislative background relating to local government and the wider public sector.

1.1.4 Agree with the Customer criteria and deadlines for final completion of the Project where applicable.

1. **PROJECT DELIVERY** 
   1. The Service Provider and Consultant shall carry out their duties in compliance with the terms of the Customer’s Project brief and provisions made in their Tender submission and all subsequent instructions of the Customer which shall be confirmed in writing so far as such instructions are applicable to the Services hereunder agreed to be performed by them. In case of conflict between the terms of the Customer’s Project brief and any subsequent instructions, the subsequent instructions shall prevail.
   2. The Service Provider and Consultant shall exercise reasonable skill, care and diligence in performance of all duties agreed to be performed by them.
   3. The Service Provider shall obtain the written prior approval of the Customer to any modification of any instruction earlier approved by the Customer.
   4. If requested to do so by the Customer, the Service Provider shall undertake any additional work (not covered by the Customer’s Project brief) as may be necessary in connection with the Project. Prior to undertaking any additional work, the Customer and the Service Provider must complete and sign a change order form to avoid any scope creep to the Project.
   5. The Consultant shall in connection with the Project:

2.5.1 Undertake all necessary enquiries, surveys and investigations;

2.5.2 Submit reports to the Customer on the Project no later than the dates specified by the Customer unless otherwise agreed in writing;

2.5.3 Deliver presentations to senior management, the general public or other stakeholders, as agreed at Project outset or as reasonably required during the course of the Project; and

2.5.4 Deliver the Project outcomes and objectives within any timescales agreed at the Project outset.

* 1. The Service Provider and Consultant shall provide their own administrative and technology support and consumables when undertaking Services on behalf of the Customer.
  2. The Service Provider and Consultant shall comply with the Customer’s policy Framework and Constitution.

1. **SERVICE PROVIDER’S STAFF**
   1. The Service Provider will ensure that it is has a suitable structure and level of resource in place to deliver the Services called for under the Framework.
   2. Once operational, significant changes in the assigned personnel will not be made without prior written consent of the Customer, such consent will not be refused unreasonably.
   3. The Service Provider shall advise the Customer as soon as reasonably practicable in the event of a change in personnel during the delivery of Services.
   4. The Service Provider shall ensure that all personnel and other persons providing the Services are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the Services and in particular to ensure adequate discharge of the Service Provider’s obligation in relation to:

3.4.1 The task or tasks such a person has to perform;

3.4.2 All relevant provisions of the agreement; and

3.4.3 All relevant policies, rules, procedures and standards of the Customer.

* 1. The Service Provider shall have processes and procedures to manage business continuity and ensure effective recruitment and retention of Consultants.
  2. The Customer may request the removal of any of the Service Provider’s staff whom the Customer reasonably believes to be unsuitable. Such request may be made if the Customer considers the staff member to be insufficiently skilled or competent, or to be guilty of misconduct (for example, but not limited to, assault, abuse or harassment).
  3. For each member of staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty, the Service Provider shall ensure that a police check and such other checks as may be carried out through the Disclosure and Barring Service are completed. The Service Provider shall not (and shall ensure that any sub-contractor shall not) engage or continue to employ in the provision of the Services any person who has a relevant conviction or inappropriate record.

1. **LOCATION OF SERVICES**
   1. The Service Provider shall deliver Services in any reasonable location as specified by the Customer. This may be the Customer’s base location or another location as may be required.
   2. Elements of the Services may also be delivered remotely at the Consultant’s base location where agreed.
   3. Known locations of required service delivery should be highlighted by the Customer to the Service Provider and Consultant at the outset of the Project. Any changes or additional locations as may be required should be shared with the Service Provider and Consultant by the Customer as soon as reasonably possible.
2. **PAYMENT OF SERVICES**

**Day Rates**

* 1. Unless otherwise agreed, the Service Provider shall charge the Customer for their Services based on a standard economic unit of a rate per day per grade of Consultant.
  2. The rates specified by the Service Provider as part of this Tender shall prevail in the event the Customer decides to place a direct award under the Framework. These rates are to be capped throughout the Customer Contract.
  3. Where the Customer seeks to conduct a further competition under the Framework, the Service Provider may offer more competitive rates to suit the specifics of the Customers Call-Off Contract. The rates quoted in comparable further competitions must not however exceed the equivalent rates quoted in this Tender.
  4. The Service Provider shall not permit the day rates charged to the Customer, or the day rates charged in respect of any constituent element of the Services, to exceed the relevant sums set out in the Service Provider’s Tender without the prior approval in writing of the Customer.
  5. Customers may elect to invite bids during the further competition process using a range of other commercial models such as (but not limited to):

5.5.1 Fixed payment;

5.5.2 Staged-payment;

5.5.3 Contingency payment;

5.5.4 Return on investment (ROI); and

5.5.5 Any other reasonable model as specified by the Customer

Such models however should be based on the day rates tendered within this Framework Agreement.

**Standard Working Day**

* 1. The standard working day shall be agreed between the Service Provider and the Customer; however, in any event, the minimum number of hours within a standard working day shall be eight (8) hours (exclusive of breaks). No overtime or other enhancement to the Maximum Day Rates shall be paid by the Customer to the Service Provider, regardless of how many hours are worked during the day.

**Expenses**

* 1. Where the Consultant is required to deliver Services beyond the Consultant’s base location, the Service Provider may charge the Customer for any reasonable expenses incurred. All expenses charged shall be in accordance with, and shall not exceed the Customer’s travel and subsistence policy.
  2. It will be the Service Provider’s responsibility to make themselves aware of the Customer’s travel and subsistence policy prior to incurring travel and subsistence costs.
  3. Where a travel and subsistence policy does not exist, the Service Provider and the Customer shall agree a mechanism as to how expenses will be reasonably charged.
  4. Claims for payment are to be accompanied by VAT receipts.
  5. For the avoidance of doubt, no expenses shall be paid by the Customer to the Service Provider in relation to the cost of providing resources to work at the Consultant’s base location.

**Payment and Invoicing**

* 1. Unless otherwise agreed with the Customer and subject to clause 5.15 below, the Customer shall pay the Service Provider all invoices that are not in dispute within thirty (30) days of receipt.
  2. It is envisaged that the Customer will require a single consolidated invoice, although, where specified, the Customer may require a small number of departmental invoices.
  3. The Service Provider shall in their accounts provide information as may be required by the Customer to enable financial control over the Project to be exercised by the Customer. Where accounts are submitted these shall indicate expenditure in respect of work completed on individual tasks. The Service Provider shall afford facilities at all reasonable times for their books of accounts, vouchers and records relevant to the Project to be inspected by a person to be agreed between the Service Provider and the Customer for the purposes of verifying the Service Provider’s claims for payment. Where required by the Customer claims for fees and reimbursable expenses shall be supported by the auditor’s certificates.
  4. The Service Provider will provide the Customer with a range of methods in which invoices can be raised and paid. Such payment methods and options will be agreed with the Customer prior to the commencement of their Call-Off Contract.
  5. Should there be a dispute regarding the fee or expenses payable to the Service Provider, the Customer reserves the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Service Provider will ensure that any consolidated invoices do not include such amounts so as not to delay payment of the remaining authorised sums.
  6. The Service Provider and Consultant shall follow the Contract Procedure Rules of the Customer, and the Customer’s Standard Financial Instructions where required.

1. **PROJECT DOCUMENTS**
   1. The Customer shall be entitled to the copyright of all documentation and other material produced for the purpose of the Project by the Service Provider or Consultant under their direction or supervision.
   2. The Service Provider or Consultant shall not use any such documents or material for any purpose other than the Project without the written prior agreement of the Customer.
2. **CONTRACT MANAGEMENT**
   1. The Service Provider shall nominate an account manager to manage the Framework who shall be the primary and single point of contact for Customers accessing the Framework. The Service Provider shall immediately notify ESPO and the Customer if the nominated account manager is to change.
   2. The Service Provider and/or Consultant shall, as the Project proceeds, consult the Customer and keep them informed in all matters connected with the Project, in such manners required by the Customer or any person, bodies or authority having statutory powers or rights in connection with the Project.
   3. The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives and targets with the Customer prior to the start of the Project, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives and targets.
   4. The Service Provider shall send the appropriate Consultant or personnel to all meetings convened by the Customer in connection with the Project to which they may be invited, including regular progress meetings. The Customer reserves the right to request any additional meetings where necessary to address any matters between the review meetings. Attendance at such meetings will be at no additional cost to the Customer.
   5. The Service Provider will be proactive when managing contracts under the Framework including but not limited to:

7.5.1 Dealing with and resolving complaints; and

7.5.2 Dealing with slippages in performance or Project deliverables.

The Service Provider and/or Consultant shall also be proactive in raising with the Customer any opportunities and/or issues (potential or actual) that are affecting or may affect the above.

1. **COMPLAINTS**
   1. The Service Provider will have in place a comprehensive and accessible procedure for dealing with complaints or problems raised or experienced by the Customer or its service users. A copy of the Service Provider’s complaints procedure will be provided to the Customer on the implementation/commencement of Services.
   2. The Service Provider’s complaints procedure shall ensure that all complaints are logged, investigated and resolved accordingly in a timely manner with:

8.2.1 Verbal complaints responded to with a written response within 3 working days; and

8.2.2 Written complaints acknowledged and responded to with a written response within 5 working days.

* 1. In the event the Service Provider is not able to provide a written response within the timescales specified in Clause 8.2 above, the Service Provider and/or Consultant shall advise the Customer of this and will provide a realistic timescale of when a response is likely to be provided. The Service Provider and/or Consultant will provide the Customer with regular updates as may be agreed between the parties.
  2. In event the Customer is not satisfied with the response provided by the Service Provider to a complaint made, the Service Provider will execute an appropriate escalation procedure with defined timescales and respond to the Customer by no later than 5 working days after Customer contact.
  3. Where the Customer makes a complaint during a Project (i.e. because the Consultant has not arrived on time or is inadequately qualified, etc.) the Service Provider shall ensure that the complaint is dealt with a matter of urgency and will attempt to resolve the complaint straightaway where possible.
  4. The Service Provider will provide the Customer with regular management information as per Clause 10 below on the number of complaints made under their Call-Off Contract. Where requested by the Customer, the Service Provider will provide more in-depth details of complaints, including (but not limited to): date the complaint was made, nature of the complaint and the date/actions taken to resolve the complaint, etc.
  5. In the event that similar complaints continue to occur throughout the Customer’s Call-Off Contract and/or the number of complaints has reached an unacceptable level, the Customer reserves the right to hold additional meetings with the Service Provider at no extra cost in order to review and discuss the complaints made. Where appropriate, the Customer may decide to implement a performance improvement plan with the Service Provider until such time that all concerns have been satisfied.
  6. The Service Provider will also provide its staff members and Sub-Contractors with an adequate complaint’s procedure and an appropriate means of contacting them, in order to raise any complaints and resolve any issues. Such means of contact shall be by telephone and/or email.

1. **PERFORMANCE MANAGEMENT**
   1. The Service Provider will internally monitor the quality and performance of Services delivered by them.
   2. The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives, key performance indicators and service levels with the Customer prior to the start of their Call-Off Contract, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives, key performance indicators and service levels.
   3. In the event the Service Provider and/or Consultant fails to meet the key performance indicators and service levels, the Customer will be entitled to execute the remedies contained in Clause 9 of the Customer Call-Off Terms and Conditions.
   4. The Service Provider shall carry out reviews and/or spot checks on their Consultant and/or relevant staff performance in order to ensure Services are delivered in accordance with any relevant and applicable legislation, industry best practice and the requirements of the Customer’s Call-Off Contract. The Service Provider shall operate a process for addressing different levels of poor performance, including the implementation of a plan to address the issues, project suspension or employment termination for serious breaches.
   5. The Consultant or Service Provider will ensure that any feedback received from the Customer is shared with the Service Provider staff members concerned so that the Service Provider and/or Consultant can learn from the feedback given and act upon it. The Service Provider will also seek feedback from their staff members to identify any issues with the Service Provider or Consultant which are or may affect the Services being delivered.
2. **MANAGEMENT INFORMATION**

**For the Customer:**

* 1. The Service Provider shall provide management information on a periodic basis relative to all activity undertaken by the Service Provider as requested by the Customer.
  2. The content and frequency of management information will be agreed with the Customer at the point of awarding a contract under a further competition, or before commissioning Services from the Service Provider.
  3. Management information will be presented in a format which can be exported into MS Office Applications or other similar packages used by the Customer that can be used to manipulate data.
  4. The Service Provider will provide management information to the Customer within a reasonable timescale (ideally within forty-eight (48) hours) and at no additional cost to the Customer.

**For ESPO:**

* 1. The Service Provider agrees to provide ESPO with information relating to the Services procured and any payments made under the Framework.
  2. The Service Provider shall supply management information to ESPO in accordance with Schedule 7 of the Framework Agreement.
  3. The Service Provider shall also supply ad-hoc management information to ESPO when they are appointed by a Customer to provide Services.
  4. ESPO may be required to share management information with YPO. Sharing of such information will be on a strictly confidential basis.
  5. Upon receipt of management information supplied by the Service Provider to ESPO, the Customer and the Service Provider hereby consent to ESPO and YPO:

10.9.1 storing and analysing the management information and producing statistics;

10.9.2 sharing management information or any statistics produced using the management information, with any other Customer. Any Customer receiving management information shall be informed of the confidential nature of that information and shall be requested not to disclose it to any body who is not a Customer (unless required by law).

* 1. ESPO may, but not unreasonably, make changes to the management information which the Service Provider is required to supply and shall give the Service Provider reasonable notice of any such changes.
  2. The Service Provider shall provide ESPO with their books of account in support of trading reports if requested to do so.

1. **CONTINUOUS IMPROVEMENT**
   1. The Service Provider will ensure that Service delivery is continually reviewed and addressed so that improvements are continuously incorporated into the Customer’s Call-Off Contract.
2. **ADDITIONAL CUSTOMER SPECIFIC REQUIREMENTS**
   1. The Customer will specify prior to entering into a formal Call-Off Contract with the Service Provider any additional requirements they require the Service Provider to meet and/or provide.
3. **SCOPE OF REQUIREMENTS (BY LOT)**

This section of the Specification outlines the general scope of requirements within each Lot (or Sub-Lot) of the Framework Agreement.

It is important to note that whilst the Services listed under each Lot (or Sub-Lot) are designed to be indicative of the types of Consultancy advice and support Customers using the Framework may require, these lists are not intended to be exhaustive. Similarly, in utilising the Lots (or Sub-Lot), Customers will not be restricted to seeking advice on specific Services listed under each Lot (providing that the advice they are seeking is relevant to the broad heading of the Lot).

It is the nature of Customers’ requirements that will determine the Lot most appropriate to deliver the business need.

* 1. **LOT 1 BUSINESS SERVICES**

13.1.1 This Lot is for Customers seeking a broad range of consultancy in in relation to business services.

13.1.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Alternative delivery models
    - Brexit preparedness, response and contingency planning
    - Business continuity and resilience
    - Business transformation
    - Change management
    - Corporate social responsibility
    - Disaster recovery systems and testing
    - HR and Payroll
    - Improvement programmes
    - Legislation compliance
    - Organisational design and policy
    - Pandemic preparedness, response and contingency planning
    - Process mapping
    - Programme management
    - Project management
    - Quality management
    - Risk management and mitigation
    - Service improvement
    - Strategy development
    - Supply chain management
  1. **LOT 2 FINANCE AND GOVERNANCE**

13.2.1 This Lot is for Customers seeking a broad range of consultancy in relation to finance and governance.

31.2.2 This Lot is divided in to six Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 2a Audit Consultancy**

* + - Audit assessments
    - Audit consultancy
    - Audit services
    - Audit strategies and methodologies
    - Benchmarking and quality assurance
    - External audits
    - Financial audits
    - Governance, risk and internal control
    - Internal audits
    - **Lot 2b Internal Audit Services**
    - Benchmarking and quality assurance
    - Compliance reviewing
    - Corporate governance
    - Fraud investigation
    - Internal control reviewing
    - Internal audits
    - Operational reviewing
    - Risk management
    - Specified purpose audits

**Lot 2c External Audit Services**

* + - Benchmarking and quality assurance
    - Compliance reviewing
    - Corporate governance
    - External assurance services
    - External audits
    - Financial audit
    - Fraud investigation
    - Risk management
    - Specified purpose audits
    - Statutory audit

**Lot 2d General Finance**

* + - Actuary, investments and pensions
    - Banking
    - External funding
    - Financial analysis and reporting
    - Financial modelling and model reviews
    - Financial options
    - Financial reviews, evaluations and feasibility studies
    - Financial policies and strategies
    - Financial procedures and processes
    - Funding applications and grants

**Lot 2e Procurement**

* + - Category management
    - Contract management
    - Corporate Social Responsibility
    - E-sourcing
    - Efficiencies and savings
    - European and global sourcing
    - Process mapping and optimisation
    - Procurement strategy development and implementation
    - Social Value
    - Supplier integration
    - Supplier relationship management
    - Supply chain resilience

**Lot 2f Revenues and Benefits**

* + - Efficiency reviews
    - Government returns
    - Heath check programmes
    - Model adoptions
    - Payment arrears

**Lot 2g Tax**

* + - CIS (Construction Industry Scheme)
    - Compliance and advisory
    - Corporation tax
    - Efficiency schemes
    - Employment tax
    - Land tax
    - NICs
    - PAYE
    - Policy development
    - Stamp duty
    - Tax accounting services
    - Tax planning
    - Tax technologies
    - VAT

**Lot 2h Treasury Management**

* + - Accounting treatment
    - Credit ratings
    - Codes of practice
    - Debt management
    - External loan portfolios
    - Investment reviews and strategies
    - Legislation
    - Market conditions
    - Prudential indicators
    - Treasury management risks
  1. **LOT 3 FOOD AND CATERING**

13.3.1 This Lot is for Customers seeking a broad range of consultancy in relation to food and catering.

13.3.2 Service Providers included

within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Commercial feasibility and technical reviews
    - Equipment and facilities
    - Food and drink menus
    - Food hygiene
    - Healthy eating programmes
    - Legislation compliance
    - Nutrition
    - Options appraisals
  1. **LOT 4 HEALTH AND SOCIAL CARE**

13.4.1 This Lot is for Customers seeking a broad range of consultancy in relation to health and social care.

13.4.2 This Lot is divided in to three Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 4a Public Health**

* + - Behavioural science
    - Biostatistics
    - Developing and implementing of public health schemes
    - Environmental health
    - Epidemiology
    - Health education
    - Health services administration
    - Pandemic contingency

**Lot 4b Social Care (Adults)**

* + - Care toolkits
    - Clinical evaluations
    - Collaborative working arrangements
    - Commissioning models
    - Departmental and service reviews
    - Demand management
    - Health and social care integration
    - Outreach programmes
    - New service business cases
    - Personalisation
    - Safeguarding
    - Service efficiency plans and improvements
    - Service user pathways
    - Technology developments

**Lot 4c Social Care (Children)**

* + - Care toolkits
    - Clinical evaluations
    - Collaborative working arrangements
    - Commissioning models
    - Demand management
    - Departmental and service reviews
    - New service business cases
    - Outreach programmes
    - Personalisation
    - Safeguarding
    - Service efficiency plans and improvements
    - Service user pathways
    - Technology developments
  1. **LOT 5 HIGHWAYS, TRAFFIC AND TRANSPORT**

13.5.1 This Lot is for Customers seeking a broad range of consultancy in relation to highways, traffic and transport.

13.5.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Cycle route planning or improvements
    - Demand management
    - Highways asset management strategies
    - Impact assessments
    - Intelligent transport systems
    - Junction planning or improvements
    - Pedestrian route planning or improvements
    - Public transport route planning or improvements
    - Road/Route safety
    - Street and traffic management
    - Transport and transport links
    - Travel initiatives
    - Travel plans and planning
    - Transport planning and modelling
  1. **LOT 6 IT**

13.6.1 This Lot is for Customers seeking a broad range of consultancy in relation to IT.

13.6.2 This Lot is divided in to two Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 6a Operational IT**

* + - Cloud Solutions
    - Server solutions
    - Software assurance
    - Systems development and analysis
    - Telecommunications
    - Wireless solutions
    - Cyber security solutions

**Lot 6b Strategic IT**

* + - Capability assessment, review and development
    - Cost analysis and projection
    - Data Protection and cyber security
    - Digital Strategy Development
    - Disaster recovery
    - Forecast, planning and strategy
    - IT project and programme management
    - Policy development, maintenance and review
    - Process mapping and optimisation
    - Risk assessment and risk management (specific to IT)
  1. **Lot 7 LEISURE, CULTURE AND TOURISM**

13.7.1 This Lot is for Customers seeking a broad range of consultancy in relation to leisure, culture and tourism.

13.7.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Commercial and efficiency reviews
    - Funding and funding applications
    - Increasing public use of services
    - Management improvement programmes
    - Outsourcing of services
    - Service strategy design
    - Sport and Library service studies
    - Technical reviews
    - Trusts and joint ventures
  1. **LOT 8 PROPERTY AND ENVIRONMENT**

13.8.1 This Lot is for Customers seeking a broad range of consultancy in relation to property and environment.

13.8.2 This Lot is divided in to eight Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 8a Asset Management and Delivery**

* + - Acquisitions
    - Evaluations and reviews
    - Liability
    - Maintenance
    - Management and delivery
    - Mapping
    - Rationalisation
    - Remodelling
    - Sale and disposal

**Lot 8b Environmental and Sustainability**

* + - Assessments and appraisals
    - Alternative energy
    - Archaeology studies
    - Biodiversity
    - Carbon foot-printing and reduction
    - Carbon reduction and climate change adaptation
    - Climate change adaptation and mitigation
    - Eco-towns
    - Environmental audits
    - Environmental initiatives
    - Environmental legislation
    - Energy efficiency and targets
    - Flood alleviation and drainage
    - Green technologies
    - Heat networks
    - Landscape management
    - Mapping
    - Modelling
    - Pollution
    - Resource efficiency behaviour change programmes
    - Smart cities
    - Sustainability
    - Water management
    - Waste auditing

**Lot 8c Facilities Management**

* + - Delivery models
    - Fire risk
    - Hard FM consultancy
    - Outsourcing of FM services
    - Premises, caretaking and cleaning
    - Property security
    - Reorganisation of FM services
    - Soft FM consultancy

**Lot 8d Health and Safety**

* + - Accident statistics
    - Assurance reports and model documentation
    - COSHH and REACH
    - H&S legislation
    - H&S policies and management
    - Inspections and audits
    - Notices and corrective action plans
    - Risk assessments and controls
    - Safe working procedures

**Lot 8e Housing and Housing Support**

* + - Benchmarking
    - Development project management
    - Governance
    - Homelessness
    - Housing needs and assessments
    - Investment programmes
    - Management and support
    - Quality assurance
    - Process mapping
    - Regeneration project management
    - Revenue optimisation and funding
    - Risk and internal control
    - Service improvement and performance
    - Supported housing
    - Tenant participation schemes
    - Tenant scrutiny
    - Transfers and de-commissioning

**Lot 8f Planning, Valuation and Infrastructure**

* + - Agricultural and retail planning
    - Employment land reviews
    - Local economic assessments
    - Planning applications and appeals
    - Planning legislation
    - Planning taxes and levies
    - Spatial planning
    - Specialist planning

**Lot 8g Regeneration and Regional Development**

* + - Business case development
    - Employment land reviews
    - Government policy and awareness
    - Income generation schemes
    - Local business development
    - Local economic assessments
    - Regeneration and economic development
    - Supply chain development
    - Sustainable community strategies
    - Sustainable economic growth plans

**Lot 8h Waste and Recycling**

* + - Auditing services
    - Alternative waste treatment
    - Business cases
    - Campaigns
    - Carbon assessments
    - Commercial waste
    - Domestic waste
    - Legislation
    - Management investment programmes
    - New waste sites
    - Options appraisals
    - Permits and accreditations
    - Policies and strategies
    - Service reviews
    - Street cleansing support services
  1. **LOT 9 RESEARCH AND MARKETING**

13.9.1 This Lot is for Customers seeking a broad range of consultancy in relation to research, engagement, marketing communications and PR.

13.9.2 This Lot is divided in to two Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 9a Community Research and Engagement**

* + - Academic research
    - Communication
    - Community research and strategies
    - Customer insight information
    - Demand management
    - Feedback facilitation
    - Public dialogue, engagement and consultation
    - Soft market testing
    - Stakeholder engagement

**Lot 9b Marketing, Communications and PR**

* + - Branding
    - Creative communications
    - Communication and marketing materials
    - Crisis management
    - Digital communications
    - Events management
    - Market research
    - Marketing campaigns, plans and strategies
    - Media relations
    - Social media
    - Targeting strategies
    - Website design
  1. **LOT 10 STRATEGIC PROJECTS**

13.10.1 This Lot will be for Customers seeking advice and support across a broad range of disciplines in relation to high value and/or complex, strategic Projects. It is anticipated that such Projects will require a combination of the Consultancy Services outlined under Lots 1-9, although the scope of the requirement is not limited to these Services.

13.10.2 Examples of such Projects may include, but not limited to, the following:

* + - Infrastructure Projects
    - Organisations reviews and re-design
    - Outsourcing Projects
    - Shared Services implementations
    - Business start-ups and joint partnerships

13.10.3 This Lot is limited to Projects that require multi-specialism Consultancy. Where the Customer’s requirements are covered under another Lot of the Framework (i.e. a specific discipline of Consultancy is required) this Lot should not be used.

# **PROCUREMENT PROCESS**

**Overview**

The procurement process adopted by ESPO is based upon the ‘open’ tendering procedure as defined by the Public Contracts Regulations 2015, Regulation 27.

All Tenderers that have registered, expressed an interest and who have downloaded this Invitation to Tender from the [eProcurement](http://www.eastmidstenders.org) Portal will be eligible to tender. All Tenders subsequently received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.

Tenders should be prepared and submitted (using Part B of this Invitation to Tender) in accordance with section 5, Instructions for Completing and Submitting a Tender.

At ESPO’s discretion, and in line with the Public Contracts Regulations 2015, Tenderers may be invited to clarify their Tender at any stage of the procurement process, as an aid for evaluators to fully understand their offers. All Tenderers should nonetheless take care to fully explain their offering in their Tender Submission.

It is unlikely that presentations or interviews will be held as part of the evaluation process. As stated above however, the right is nonetheless reserved to seek additional information or clarification at any stage, which may include requesting meetings with Tenderers if appropriate.

No electronic reverse auction or ‘best and final offer’ stage will be conducted in respect of this tender process – however, Tenderers that are subsequently included in the Framework may be invited to participate in an eAuction as part of a further competition exercise that may be conducted.

The Framework will be awarded to the Tenderers which score the highest marks following the evaluation of all Tenders (in accordance with the scheme described below).

**Indicative Procurement Timetable**

The following indicative timetable is provided for Tenderers’ benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of ESPO and YPO (as applicable).

|  |  |
| --- | --- |
| **Stage / Activity** | **Indicative Date** |
| **Invitation to Tender document issued** | **From 18 September 2020** |
| **Closing date for clarification questions** | **2 October 2020** |
| **Closing date for submission of Tenders** | **Midday 27 October 2020** |
| Contract award | February 2020 |
| Contract start date | 19 April 2021 |

# **EVALUATION OF TENDERS**

**Overview**

All completed Tenders received will be evaluated by officers of ESPO and YPO (as appropriate).

At ESPO’s discretion, and in line with the Public Contracts Regulations 2015, Tenderers may be invited to clarify their Tender at any stage of the procurement process.

The evaluation will be conducted in two stages. The objective of the first stage will be to assess all Tenders against a number of selection criteria, designed to assess Tenderers’ general suitability as a potential Service Provider. This is done by means of a Selection Questionnaire.

Tenderers must complete the Selection Questionnaire online via the eProcurement Portal ([www.eastmidtenders.org](http://www.eastmidtenders.org)). Tenderers should refer to the ‘Supplier Guide for Completing the Response (Questionnaires) within ProContract’ document, which can be found on the eProcurement Portal.

All Tenderers which pass the selection stage will proceed to the second stage of the process, where Tender submissions shall be evaluated against the award criteria; designed to identify the most economically advantageous Tenderer.

**Stage 1 – Selection Criteria**

The Selection Questionnaire which must be completed online, is based upon the standard selection questionnaire as drafted and issued by the Crown Commercial Service. All contracting authorities, bound by the Public Contract Regulations 2015, must use a standard selection questionnaire as part of any procurement exercise which exceeds the EU thresholds. The Crown Commercial Service publishes such a questionnaire and ESPO has included it within this document as part of this particular procurement exercise.

The selection questionnaire seeks to confirm that the service provider does not meet any of the grounds for exclusion (mandatory or discretionary) as required by the Public Contracts Regulations 2015. More information is given later in this section.

Selection criteria questions are designed to check that potential Service Providers meet or exceed ESPO’s minimum standards. Selection criteria are of a ‘pass/fail’ nature, and if a Tenderer fails against any one or more selection criteria, then grounds will exist to exclude that Tenderer from any further consideration.

Compliance with the minimum standards will be checked by reference to the information given by Tenderers in the Selection Questionnaire section of the tender response document (Part B), as submitted via the eProcurement Portal. The minimum standards themselves are summarised in the table set out below.

Please be mindful when completing your questionnaire that if you answer ‘yes’ to any of the questions in Part 2 of the questionnaire (Grounds for Exclusion) your Tender submission will be rejected, unless satisfactory evidence of self-cleaning can be provided.

Tenderers are advised that wherever in this document reference is made to any external assessment body or external accreditation standard, such reference shall be deemed to include reference to any equivalent body or standard established in other member states of the European Union.

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce ESPO (or any contracting authority) to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a Contract has been entered into you may be sued for damages and the Contract may be rescinded. If fraud, or fraudulent intent, can be proven, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

ESPO confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named Customer Contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where ESPO is under a legal or regulatory obligation to make such a disclosure.

**Part 1 – Potential Service Provider Information**

These questions are asked for information purposes only and the responses will not be scored. The answers do however give the evaluation panel an overview of the organisation and its structure so it is important these are completed in full.

| **Q No** | **Information** | **Assessment** |
| --- | --- | --- |
| 1.1 | **Potential Service Provider information** | For information |
| 1.2 | **Bidding Model** | For information |

**Part 2 – Exclusion Grounds**

Please be mindful when completing your questionnaire that if you answer ‘yes’ to any of the questions in Part 2 of the questionnaire (Grounds for Exclusion) your tender submission will be rejected, unless satisfactory evidence of self-cleaning can be provided. The measures taken to self-clean shall be evaluated by ESPO and our decision regarding your ability to proceed in the process shall be final. If your evidence of self-cleaning is not acceptable to us, you will be notified and provided with a statement of the reasons for that decision.

| **Ref** | **Selection Criteria** | |
| --- | --- | --- |
| Part 2 – 2.1-2.3 and 3.1-3.2 | Compliance with Contract Regulations; **mandatory and discretionary exclusions** | The Public Contracts Regulations 2015 (Regulation 57) impose specific obligations on public bodies in with regards to with whom they can and cannot trade.  **Mandatory Exclusions**  The Public Contract Regulations 2015 do not allow public bodies to trade with organisations who have been found guilty of any of the breaches of the law (for up to five years after the conviction) as identified in question 2.1 of the Selection Questionnaire.  **Non-payment of tax/social security**  The Public Contract Regulations 2015 do not allow public bodies to trade with organisations who have been found to be in breach regarding payment of taxes and/or social security contributions (for up to five years after the conviction), unless the organisation has fulfilled obligations by paying, or entering into a binding commitment to pay, any tax and/or social security contributions due, see question 2.3.  ESPO must exclude organisations from the procurement process if any of the mandatory exclusion grounds for rejection apply, unless the Tenderer can provide satisfactory evidence of measures taken to rectify the situation (we call this self-cleaning).  **Discretionary Exclusions**  The Public Contract Regulations 2015 allow public bodies to choose not to do business with organisations in a number of other situations as defined by Regulation 57(8) concerning violation of environmental, social and labour laws, bankruptcy, grave professional misconduct, distorting competition, conflict of interest, significant or persistent deficiencies in performing contracts, and misrepresentation (for up to three years after the event), see 3.1.  ESPO may exclude organisations from the procurement process if any of the discretionary exclusion grounds for rejection apply, unless the Tenderer can provide satisfactory evidence of measures taken to rectify the situation (we call this self-cleaning).  Where evidence of self-cleaning is provided, it shall be considered by ESPO (whose decision shall be final) as to whether or not it is sufficient and if sufficient the Tenderer shall be allowed to continue in this procurement process. |

**Part 3 - Selection Questions**

Instructions are provided below, regarding Part 3 and what and how you need to respond to those questions. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or sub-contractors.

These Selection criteria questions are of a ‘pass/fail’ nature. A ‘fail’ for one or more of these will provide grounds for excluding the tender from further consideration. These criteria are explained in more detail below.

|  |  |  |
| --- | --- | --- |
| Part 3 -  4.1-4.2 and 5.1-5.3 | **Economic & Financial standing** | Companies or organisations that have been trading for 2 years or more should have ‘positive net assets’ and have been profitable overall, as determined from their published financial accounts for 2 out of the last 3 years. These 2 years do not need to be consecutive years.  Companies or organisations that have been trading for less than 2 years should have ‘positive net assets’ and provide both (a) a positive bank reference and (b) copies of their published financial accounts showing that, from inception, they have been profitable overall.  Partnerships or sole traders should provide their Partnership accounts or Sole Trader accounts in the same way that Companies are required to provide their published financial accounts otherwise the above provisions will also apply in the same way.  For the purposes of the conditions described above, Tenderers will be required to meet the following:  For net assets: - Total Net Assets or Shareholder’s Funds lifted straight from the balance sheet should be positive.  For profitability: - From 2 out of the latest 3 years accounts, the retained profit before exceptional items should cumulatively be positive overall.  It is important that the financial information provided relates specifically to the company registration number of the Tenderer completing the ITT. If a Tenderer is part of a larger group and information provided related to the group accounts and the group passes the financial tests, a parent company guarantee or bond will be required provided the Tenderer is a 100% wholly owned subsidiary within the group.  If ESPO has cause for concern in relation to the financial information or financial stability of the Tenderer this will give rise to the Tender being rejected.ESPO reserves the right to request further clarification from the Tenderer should they require it.  **Note:** Tenderers are referred to Clause 26.8 of the Framework Agreement which allows ESPO to terminate the Framework in the event of a material detrimental change in the financial standing and/or rating of a Service Provider. In particular, Service Providers will need to ensure that their organisation operates with a rating of 30 or more as shall be determined by use of the credit rating agency, Creditsafe Business Solutions Limited.  Where a Tenderer will be submitting unaudited accounts, the Tenderer must satisfy themselves that they qualify for an audit exemption in line with the latest regulation. The latest regulation is set by the government and can be found on [www.gov.uk](http://www.gov.uk) under “audit exemptions”. If the Tenderer has any queries on this, please raise a question via the messaging tool as per the instructions in Section 1. Introduction – Questions and Contact Details. |
| Part 3 – 6.1-6.3 | **Technical & Professional Ability; Relevant Experience and Contract Examples** | Tenderers should ideally possess relevant experience, demonstrated by on-going and historical contract information. However, it is recognised that this may not be possible for Tenderers new to the field, or for small providers whose customer base is limited, in which case the information given should relate as closely as possible to this ideal. Tenderers who are unable to demonstrate this will fail. |
| Part 3 – 7.1-7.2 | **Modern Slavery Act** | Tenderers who are subject to the Modern Slavery Act 2015, who are not compliant with the annual reporting requirements of Section 54 of the Modern Slavery Act 2015 will fail |
| Part 3 – 8.1 | **Insurance** | For insurance cover, the requirement is £10m for public liability, £10m employers’ liability (compulsory insurance), £5m professional indemnity insurance and £2m Cyber Indemnity insurance. Tenderers that do not currently hold these levels of insurance will need to do so prior to award, at no extra cost to ESPO. Any Tenderer who does not satisfy ESPO that they hold the required levels specified for the framework or agree to increase to these levels will fail. Please note, if you agree to increase you will need to provide the supporting evidence requested prior to award. |
| 9.1-9.5 | **Quality & Contract Management** | Tenderers must confirm that they have formal quality assurance processes in place or must provide evidence that their processes are clear, practicable and accessible. In any event they should address how they:   * Monitor contract performance * Operate a suitable approach to contract dispute resolution * Manage and respond to complaints   Any Tenderer who does not have formal quality assurance processes in place and/or does not appropriately address the points outlined above will fail. |
| 10.1 | **Health and Safety** -  compliance | Any Tenderer that fails to provide satisfactory proof of compliance with current health and safety legislative requirements will fail. |
| 10.2 | **Health and Safety** –  enforcing Action | Any Tenderer against which enforcing action has been taken in the last three years, who cannot satisfy the evaluation panel by explanation the actions taken to prevent similar occurrences in the future will fail. |
| 10.3 | **Health & Safety –** sub-contractors | Tenderers who use sub-contractors but do not have processes in place to check whether any of the circumstances listed at question 10.1 and 10.2 will fail. |
| 11.1 | **Environmental Management** - Legal Action | Any Tenderer against which action has been taken in the last three years, who cannot satisfy the evaluation panel by explanation the remedial action taken to prevent similar breaches/occurrences in the future, will fail. |
| 11.2 | **Environmental Management –**sub-contractors | Tenderers who use sub-contractors but do not have processes in place to check whether those organisations have been convicted or had a notice served upon them for infringement of environmental legislation will fail. |
| 12.1-12.2 | **Compliance with Equality Legislation** – unlawful discrimination findings | Any Tenderer which has answered YES to either question 12.1 or 12.2 or both and is unable to demonstrate to ESPO’s satisfaction that appropriate remedial action has been taken to prevent similar discrimination reoccurring will fail. |
| 13.1-13.4 | **Business Continuity** | Tenderers should have a documented approach to managing the risks likely to impact upon their business continuity. Any Tenderers who cannot demonstrate an appropriate, documented approach to business continuity will fail. |
| Section 2 | **Minimum/Core specification** | Tenderers must confirm that they can meet the minimum/core specification requirements. Failure to confirm will result in the Tenderer being excluded from further consideration. |
| Section 7 | **Terms and Conditions** | Tenderers must confirm that they agree to the terms and conditions as provided in this Invitation to Tender. Signing the Tendering Declaration in the tender submission document will confirm their agreement. Tenderers are referred to section 7, Terms and Conditions, should they have any queries or clarifications regarding the terms and conditions.  Failure to confirm will result in the Tenderer being excluded from further consideration.  Please note that no amendments or proposed amendments to the Terms and Conditions will be accepted. |

**Stage 2 – Award Criteria**

For the avoidance of doubt only those Tenderers that pass the selection criteria will proceed to have their Tender submissions evaluated against the award criteria for the Lot(s)they have indicated within the Lot Selection.

The award criteria are shown below, and alongside them are their respective weightings

|  |  |  |
| --- | --- | --- |
|  | **Lots 1-9** | **Lot 10** |
| **Non-Price** | 60% | 80% |
| **Price** | 30% | 10% |
| **Social Value** | 10% | 10% |

Each lot is awarded and evaluated independently of each other. ESPO reserves the right to Award all lots or any combination.

The methodology for evaluating Tender submissions against these criteria is as follows:

**Price**

Lots 1 – 9:

A score out of 30% (or points) will be awarded for the ‘price’ element of the evaluation.

As part of this assessment, Tenderers are required to outline their day rates for each category of consultant included in **Section 4** of **Part B** (**Tender Submission – Price Schedule**). Definitions for each of the categories are provided in the Tender submission document (Part B).

To reflect the amount of time each category of Consultant is generally deployed on a consultancy contract, the following weighting points have been assigned to each category:

|  |  |
| --- | --- |
| **Lots 1 – 9 Category of Consultant** | **Weighting points** |
| Junior or Graduate Consultant | 5 |
| Consultant | 5 |
| Senior Consultant | 10 |
| Principal Consultant | 5 |
| Managing Consultant | 10 |
| Director Level Consultant | 5 |
| **TOTAL** | **40** |

Tenderers should note that in the event that their organisation does not employ each category of consultant, or their consultants are classified differently, they should map to the framework categories of consultant using the consultant descriptions provided in Section 4 of Part B. For example, should your organisation only employ a Director Level Consultant, this individual may also be able to work as any of the consultant levels below.

Price scores (for each category of Consultant) will be calculated based on the lowest day rate submitted by Tenderers. The Tenderer with the lowest day rate will be awarded the full amount of points available for that category of Consultant, with the remaining Tenderers gaining pro-rata scores in relation to how much higher their day rates are when compared to the lowest day rate.

Finally, individual consultant category scores will be totalled for each Tenderer (Total Price Score) and these totals will then be converted to reflect the overall price weighting of 30% by dividing each Tenderer’s Total Price Score by the total number of points available (40) and multiplying the subsequent figure by 30.

The below example illustrates how this methodology will work in principle for a managing consultant, where the amount of price points available is 10 points and how the price scores are converted to the price weighting of 30% (please note the rates used as for illustration purposes only and not in any way indicative of the rates expected to be submitted by the Tenderer).

**Worked Example**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Day Rate** | **Formula**  = Managing Consultant Lowest Day Rate / Tenderers Managing Consultant Day Rate x Price Score | **Price Score** |
| A | £400 | = £400 / £400 x 10 | 10.00 |
| B | £800 | = £400 / £800 x 10 | 5.00 |
| C | £1000 | = £400 / £1000 x 10 | 4.00 |

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Total Price Score** | **Formula**  = Total Price Score (total score for all categories of consultant) / Total Number of Points Available x Price weighting | **Total Weighted Price Score** |
| A | 35 | = 35 / 40 x 30 | 26.25 |
| B | 28 | = 28 / 40 x 30 | 21.00 |
| C | 20 | = 20 / 40 x 30 | 15.00 |

**Lot 10:**

A score of 10% (or points) will be awarded for the ‘price’ element of the evaluation.

As part of this assessment, Tenderers are required to submit their maximum day rates for each category of consultant included in **Section 4** of **Part B** (**Tender Submission – Price Schedule**). This should be based on consultants within the market areas which may be involved in a multidisciplinary strategic Consultancy Project. Definitions for each of the categories are provided in the Tender submission document (Part B).

Although pricing information for Lot 10 will not be provided to the Customer (as will be established at further competition stage), an average of the day rates provided for the above day rates will be evaluated. This method is demonstrated below (please note the rates used as for illustration purposes only and not in any way indicative of the rates expected to be submitted by the Tenderer):

**Worked Example**

|  |  |
| --- | --- |
| **Category of Consultant** | **Maximum Day Rate** |
| Junior or Graduate Consultant | £300 |
| Consultant | £400 |
| Senior Consultant | £500 |
| Principal Consultant | £600 |
| Managing Consultant | £700 |
| Director Level Consultant | £800 |
| **Average Consultant Day Rate** | ((300+400+500+600+700+800)/6) = **£550** |

Price scores (for the average consultant day rate) will be calculated based on the lowest average day rate submitted by Tenderers. The Tenderer with the lowest average day rate will be awarded the full amount of points available, with the remaining Tenderers gaining pro-rata scores in relation to how much higher their day rates are when compared to the lowest average day rate.

The below example illustrates how this methodology will work in principle, where the amount of price points available is 10 points.

**Worked Example:**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Average Maximum Day Rate** | **Formula**  = Consultant Average Lowest Day Rate / Tenderers Average Consultant Day Rate x Price Score | **Price Score** |
| A | £400 | = £400 / £400 x 10 | 10.00 |
| B | £500 | = £400 / £500 x 10 | 8.00 |
| C | £600 | = £400 / £600 x 10 | 6.67 |

All Lots:

Consultants may be required to charge for expenses in accordance with Customers’ travel and subsistence policies. Consequently, for the purposes of evaluation Tenderers should **not** include expenses in the day rates provided.

Day rates **must** be provided per category of Consultant and **should not be entered as a range**. Should a Tenderer submit a range, their bid for this lot will be excluded from consideration. All rates must be specified in sterling.

Tenderers must take care to ensure they provide a price for each Consultant category they are able to provide under the Framework (for Lots 1-9) when completing the Pricing Schedule accompanying this Invitation to Tender. **Tenderers must take care to ensure that they provide a price for each and every item/element within the Pricing Schedule as required. Failure to complete the Pricing Schedule in full will result in the tender being rejected.** Therefore, if a Tenderer has a query regarding completion of this Pricing Schedule these must be raised during the clarification process.

Tenderers should note that the rates specified as part of this tender exercise shall prevail in the event a Customer decides to place a direct award under the Framework (excluding Lot 10 Strategic Projects where Customer awards will be via further competition only). Where a Customer seeks to conduct a further competition under the Framework, Tenderers may offer more competitive rates to suit the specifics of Customers’ Call-Off Contracts. The rates quoted in Customer further competitions must not however exceed the equivalent rates quoted in this Tender. Customers may also elect to use a range of other pricing models and structures within their Call-Off Contract depending on their exact requirements. Such models and structures however should be based on the rates tendered within the Framework.

Price scoring for Lot 10 has been assigned a relatively low weighting in the assessment of Tenders for inclusion on the framework. However, it is anticipated that pricing will be established under Customer further competitions and may be allocated a higher proportion of the points available.

**Quality**

Quality accounts for 60% of the total Tender score for Lots 1-9 and 80% for Lot 10 and will be assessed by reference to a number of method statements prepared by the Tenderer, in response to questions posed in this Invitation to Tender.

There are three generic method statement questions that apply to all Lots and Sub-Lots under the framework, with a further two Lot/Sub-Lot specific method statement questions within the Quality section (see section 1, Response to the Requirement & Specification, of the tender submission document, Part B), and each has an individual weighting as shown (more information is provided below). Tenderers must ensure that they provide a response to questions 1-3 in the Generic Method Statements section. In addition, Tenderers must submit a response to every question in the Lot Specific Method Statements section relating to the Lots or Sub-Lots for which they are submitting a Tender.

All tenders must complete the Generic method statements and the Lot specific method statements for the lots they are bidding for.

Anything that is not directly relevant to the particular question should not be included. Some guidance on the areas that are required to be covered for each question is given in Part B.

Tenderers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples and/or provide evidence to support your responses. Tenderers are encouraged to use the word count allowed to answer each question as fully as possible. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture. The word count for each method statements varies depending on the question, please refer to the method statement table below for further details; **any text over the word limit will not be assessed by evaluators.**

Additional documents should only be appended in support of your response i.e. to provide a supporting diagram or table, and should not be used in order to avoid breaching the word limit. Supporting diagrams and tables should only be appended and not included within the body of the response. To ensure any appendices can be properly considered, please do not embed documents into your response as evaluators may be unable to open them.

Each method statement will be evaluated individually. When scoring each statement, no consideration is given to responses to other questions so please **do not cross refer** to responses provided elsewhere in your Tender.

For each method statement there is a maximum word limit of 500 words. Please adjust the size of the response box to accommodate your response.

**Scoring Scale**

Quality questions will be assessed on a scale of 0 to 3 points, as detailed in the table below:

| In the context of the specific question concerned; | |
| --- | --- |
| **0** | the response raises major concerns about understanding or approach which are potentially highly detrimental to satisfactory service delivery or contract performance. |
| **1** | the response suggests significant shortcomings of understanding or approach which is likely to impact on service delivery or contract performance. |
| **2** | the response suggests minor shortcomings of understanding or approach which may impact to a limited extent on service delivery or contract performance. |
| **3** | the response raises no concerns about understanding or approach to service delivery or contract performance. |

For clarity, no fractional scoring will be utilised in the evaluation of this tender.

Scoring ‘0’ for any one or more method statements or ‘1’ for any two or more method statements will exclude the Tender from further consideration. For any Tenders so excluded, that Tenderer’s price shall be excluded from the ‘price’ evaluation.

A minimum overall quality score of 40% will be required for Lots 1-9 and 60% for Lot 10. Any Tenders not achieving this minimum quality score will be excluded from further consideration and that Tenderer’s price shall be excluded from the `price’ evaluation.

**Weightings**

Tenderers’ scores for each method statement will be multiplied by the relevant weighting to result in a ‘weighted score’ for that method statement. The weighted scores will then be totalled, with the total expressed as an overall score out of 60 for Lots 1-9 and out of 80 for Lot 10.

This is detailed in the tables below:

**Lots 1-9**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Method Statement** | | **Weighting** | **Max Weighted Score Available** | **Example Tenderer Score** | **Example Tenderer Weighted Score** |
| **Generic Questions** | | | | | |
| Q1 | Management | 2 | 6 | 2 | 4 |
| Q2 | Stakeholders | 1 | 3 | 2 | 2 |
| Q3 | Project Completion | 1 | 3 | 3 | 3 |
| **Lot Specific Questions** | | | | | |
| Q4 | Scope of Work | 4 | 12 | 2 | 8 |
| Q5 | Staff | 4 | 12 | 1 | 4 |
| **Total Weighted Score:** | | | 36 |  | **21** |
| **Total Weighted Score expressed out of 60 ((21/36) \*60)** | | | 35 | | |

**Lot 10**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Method Statement** | | **Weighting** | **Max Weighted Score Available** | **Example Tenderer Score** | **Example Tenderer Weighted Score** |
| **Generic Questions** | | | | | |
| Q1 | Management | 2 | 6 | 3 | 6 |
| Q2 | Stakeholders | 1 | 3 | 2 | 2 |
| Q3 | Project Completion | 1 | 3 | 3 | 3 |
| **Lot Specific Questions** | | | | | |
| Q4 | Scope of Work | 4 | 12 | 3 | 12 |
| Q5 | Staff | 4 | 12 | 1 | 4 |
| **Total Weighted Score:** | | | 36 |  | **27** |
| **Total Weighted Score expressed out of 80 ((27/36) \*80)** | | | 60 | | |

**Social Value 10%**

Social Value accounts for 10% of the total Tender score and will be assessed by reference to a number of statements prepared by the Tenderer in response to the Social Value questions posed in the Invitation to Tender Part B document.

Tenderers will be required to demonstrate a commitment to supporting ESPO and Customers with the improvement of economic, social and environmental well-being in accordance with the Public Services (Social Value) Act 2012.

**Social Value Questions**

Tenderers are required to provide responses to 2 Social Value questions demonstrating their ability to deliver Social Value to Customers. When answering the questions Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the questions should not be included.

Tenderers should also make sure that their answers inform not just what they do, but how they do it. It is useful to give examples and/or provide evidence to support your response. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

Please note that Social Value is about ‘additionality’, i.e. what you will provide over and above the core contract requirements as specified in section 2 - Requirement of this document. services or actions that the Service Provider will be required to provide as part of the core Customer Contract requirements cannot also be counted as Social Value.

**Scoring Scale**

Quality questions will be assessed on a scale of 0 to 2 points, as detailed in the table below:

| In the context of the specific question concerned; | |
| --- | --- |
| **0** | The response raises major concerns about the Tenderer’s ability to offer Social Value to ESPO and Customers. |
| **1** | The response suggests that the Tenderer is capable of delivering Social Value to ESPO and its Customers but more supporting evidence is required. |
| **2** | The response raises no concerns about the Tenderer being capable of delivering Social Value to ESPO and Customers. |

Tenderers’ scores for the Social Value criterion will be calculated as detailed in the table below.

|  |  |
| --- | --- |
| **Social Value Questions** | **Maximum Score** |
| SV1 – Social Value Commitment | 2 |
| SV2 – Social Value Examples | 2 |
| Maximum available score | 4 |
| **Tenderer’s Social Value Score out of 10 points** | **(Tenderer’s score / 4) x 10%** |

**Social Value Percentage for Direct Call-off Arrangements (for information only)**

It is envisaged that most Customers who intend to seek Social Value from a Service Provider will conduct a further competition. The Customer has two options in respect of Social Value evaluation (as described in section 1 – Introduction of the Invitation to Tender Part A document):

1. Utilise the Social Value Portal to evaluate Tenderers’ Social Value responses.
2. Conduct evaluation of Tenderers’ Social Value responses themselves.

However, where a Customer and their chosen Service Provider can agree a deliverable Social Value based on the Social Value percentage (please see below) and the Service Provider’s responses to the Social Value questions (submitted by Tenderers’ in the Invitation to Tender Part B) then the Customer has the option to call-off without re-opening the competition. Customers may also choose to refer to the Social Value Portal’s National TOMs Social Value Calculator (<https://socialvalueportal.com/national-toms/>) for the measurement of Social Value proposed by the Service Provider.

Tenderers are required to indicate in section 3 of the Invitation to Tender Part B how much Social Value (expressed as a percentage of the total contract value) they will deliver to Customers during the life of their Contracts. An example is illustrated below.

*Total Contract Value £150,000*

*Duration of Contract 4 years*

*% Social Value offered 10%*

*Social Value in £ £15,000*

*In this example, the Service Provider offers to deliver £15,000 worth of Social Value to the Customer over 4 years.*

In the Invitation to Tender Part B, the Customer Contract values are split into five contract value bands. Tenderers are asked to indicate the typical Social Value percentage they would offer for contracts of those values. This section will not be evaluated but must be completed by the Tenderers. Upon the award of the Framework the successful Tenderers’ submissions for the Social Value percentage will be published in a user guide as an indicator of likely Social Value deliverable by each Service Provider as part of a call-off Contract.

As part of the contract management and measurement against the Framework KPI’s, ESPO will monitor how much Social Value the successful Service Provider has delivered to Customers during the life of the Framework and compare it with the Social Value percentages submitted by the Service Provider in the Social Value percentage table in the Invitation to Tender Part B document at the Framework stage.

**Moderation of Scores for Quality and Social Value Criteria**

The evaluation panel will be made up of officers from ESPO and YPO (as appropriate). The evaluation panel will separately evaluate all of the method statements submitted by Tenderers using the scoring scale above and their reasoned professional judgement. All responses that score a 0 or a 1 cores will then be moderated by a moderation team.

As outlined in Section 3 of the Invitation to Tender, it is unlikely that presentations or interviews will be held as part of the evaluation process. However, the right is nonetheless reserved to seek additional information or clarification at any stage, which may include requesting meetings with Tenderers if appropriate.

**Award of Framework**

Upon conclusion of the evaluation of Tenders those Tenderers whom it is agreed should be included in the Framework will be advised accordingly via a Notification of Intention to Award letter. Such inclusion offered pursuant to this Invitation to Tender, will be on the basis of the best Tender(s), based on the evaluation criteria described above.

Each Lot is awarded and evaluated independently of each other. ESPO reserves the right to Award all Lots or any combination. The Lots may be awarded independently and at different times.

Tenderers whom it is proposed should not be included in the Framework will also be advised of this in writing via a Notification of Intention Not to Award letter which will contain feedback on their Tender submission compared with those of the accepted Tender(s).

ESPO does not bind itself to accept any Tender.

In accordance with the Public Contracts Regulations 2015, the award of the Framework will be subject to a mandatory standstill period of at least 10 days between the Notification of Intention to Award letter and Acceptance of Tender letter. If representations are received during the standstill period, ESPO may be required to suspend the making of the Framework and extend the standstill period until any issues have been resolved; Tenderers will be advised accordingly.

Evidence required will be called for and must be received before the Acceptance of Tender letter can be issued and the Framework can be entered into. **Tenderers are reminded that until ESPO has received and approved this documentation ESPO is unable to accept your Tender or complete the award and your position on the Framework cannot commence.**

All Tenderers are advised that they should not take any action for example commencing the implementation of Services, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, Tenderers must seek prior approval from ESPO, before undertaking any marketing activity. Please see section 1, Introduction, for further guidance.

Upon conclusion of all the above stages, a formal Framework Agreement will be entered into between ESPO and the successful Service Provider(s). A copy of the Framework Agreement can be found in section 7 Terms and Conditions. Unless and until a formal Framework Agreement is prepared and executed, the Tenderer’s Tender submission, together with ESPO’s written acceptance thereof, shall constitute a binding contract between the parties.

# **INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER**

This Invitation to Tender documentation should only have been downloaded from the **eProcurement Portal** ([**www.eastmidstenders.org**](http://www.eastmidstenders.org)) which ishosted by Proactis. It is important that every organisation submitting a Tender is registered on the Portal as it will be the single route through which any clarifications and questions will be managed. Please note that you will only need to register once to do business with any organisation that currently, or in the future, is using eProcurement portals powered by Proactis.

You must not share this tender documentation with other potential bidders; they should register and download their own copies to ensure that they receive all the information relevant to this tender process.

The Selection Questionnaire should be completed online, please refer to the ‘Supplier Guide for Completing the Response (Questionnaires) within ProContract’ document, which can be found on the eProcurement Portal.

The Invite to Tender (Part B) document and Pricing Schedule should be downloaded from the eProcurement Portal and completed offline. These documents must be uploaded to the Portal as a document or documents (either word or pdf).

You will not be able to submit your final Tender submission if you have not completed the Selection Questionnaire online and uploaded the Invite to Tender document and Pricing Schedule.

Note: you will only receive email notifications regarding your expression of interest or other important actions on the system. Email alerts may be blocked by your company’s SPAM filter. We recommend that you contact your ICT department to ensure that emails from the domain “@due-north.com’’ are excluded from the SPAM filter “blocked addresses’’. We also recommend that you log onto the eProcurement Portal at regular intervals during the tender process, particularly as deadlines approach, to ensure that you are aware of all emails concerning the tender process that have been sent through the Portal. It is the sole responsibility of the service provider to do so.

**Portal Technical support**

Full instructions on how to bid for contract opportunities can be found on the eProcurement Portal and can be accessed in the help section by clicking on the question mark icon located in the top right-hand corner of the home page. If you are unable to resolve your issue by this method and require additional assistance, please contact the Technical Support Team.

**Email for Non-Emergency issues and General Technical Support**

For all non-emergency issues and general support, please contact Proactis Technical Support Team via email, [ProContractSuppliers@proactis.com](mailto:ProContractSuppliers@proactis.com). This will auto-log you a support ticket in the PROACTIS Supplier Support Helpdesk, <http://proactis.kayako.com/default>

The very first time that you log a ticket in the PROACTIS Supplier Support Helpdesk you will be issued with a registration email. This will give instructions on how to log in, review and update your tickets effectively, as well as having full audit records.

**Phone number for Time-Sensitive or Emergency Contact only**

Telephone +44 (0)330 005 0352

(lines open 8.30am – 5. 30pm Monday to Friday excluding bank holidays)

General, routine enquiries should be dealt with through the PROACTIS Supplier Support Helpdesk. If you have a time sensitive/emergency situation the help desk may be contacted via this phone number. Prior to doing so you should already have logged a support ticket via the method outlined above.

Note: questions relating to the tender content should be submitted to ESPO by accessing the Messages section for each tender – please see the introduction pages of this Invitation to Tender for details.

**Completing your submission**

To enable evaluating officers to assess fully the Tenderer’s suitability all of the information requested in this Invitation to Tender must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your Tender being rejected. Questions should be answered as instructed:

1. Please answer every question.
2. Questions must be answered in English.
3. When posed with Yes / No questions, please either circle your answer or delete as applicable.
4. All other questions will require you to input text or numbers, or to tick boxes.
5. Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
6. If the question does not apply to you please write N/A; if you don’t know the answer please write N/K.
7. Should you need to provide additional information in response to the questions, please submit a clearly referenced appendix.

Only the information contained within this Invitation to Tender or otherwise communicated in writing by ESPO to the Tenderer should be considered when submitting your Tender.

**References**

References are not sought from Tenderers at this stage, but ESPO reserves the right to take up references as part of any due diligence exercise undertaken prior to contract award.

**Certificates and Policy documents**

You are not required to submit supporting evidence e.g. certificates and copies of policies at the time you submit your Tender but you will be required to submit the information should you be successful. If so, you will be required to provide the information within **three working days** from the date of request.

Evidence required will be called for and must be received before the Acceptance of Tender letter can be issued and the Framework can be entered into. Tenderers are reminded that until ESPO has received and approved this documentation ESPO is unable to accept your Tender or complete the award and your position on the Framework cannot commence.

Any Tenderer wishing to send their information at the point of submitting their Tender may do so but it will have no bearing on the evaluation of the Tenders submitted.

**Tender submissions**

Any information and/or documents submitted with or in the Tender submitted must relate to the Tenderer only - the Tenderer being the organisation which it is proposed will enter into a formal contract should their Tender be successful. All responses and submissions provided by the Tenderer will form part of that contract. ESPO may seek further clarification from the Tenderer following submission of completed forms where required.

In the event that two or more organisations are acting together to apply to tender for the Framework, then the lead organisation must complete the Tender, making clear the members of the consortium and the role each party will fulfil. However, ESPO reserves the right to require the other members of the consortium to provide additional information as requested. In the event a consortium Tender is successful ESPO will enter into a formal contract with the lead organisation (on behalf of all of the consortium partners).

**Format of Tender submission**

Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in Part B of this document, namely:

1. Selection Questionnaire – complete online and submit online
2. Annex 1, Supporting Organisation Selection Questionnaire (if applicable) – complete offline and upload as part of your tender submission.
3. Response to Requirement and Specification - complete offline and upload as part of your Tender submission
4. Quality – Method Statements – complete offline and upload as part of your Tender submission
5. Pricing Schedule - complete offline and upload as part of your Tender submission
6. Supplementary Supplier Information – complete offline and upload as part of your Tender submission
7. Freedom of Information Exclusion Schedule - complete offline and upload as part of your Tender submission
8. Tendering Declaration - complete offline and upload as part of your Tender submission
9. Submission Checklist - complete offline and upload as part of your Tender submission

The declaration must be signed by a director, partner or other senior authorised representative in her / his own name and on behalf of the organisation. The details contained in each Tenderer’s response may be specified in any contract or may form an appendix thereof.  Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.

**Submitting your Tender**

In order to submit a Tender for this procurement, you are required to **complete the Selection Questionnaire online, upload your Tender electronically through the eProcurement Portal and ensure you click to ‘submit response’,** prior to the tender closing date and time (note - you do not need to upload a copy of this Part A - Invitation to Tender, but we strongly recommend you keep a copy of your electronic upload for your own records).

**Please allow plenty of time to submit your Tender and do not leave it until the day of the tender submission deadline.**

Tenders cannot be considered if they are submitted outside of the Portal (i.e. by email or via the messaging tool on the Portal). Failure to follow this path will result in the Tender submission being disregarded.

**Tenderers are reminded that Tender submissions on the Portal can be edited up until the tender submission deadline.**

In the event that you encounter technical difficulties with submitting your Tender then you must report this immediately to Proactis via their Helpdesk (contact details earlier in this section), keeping a record of all of the communications that take place.

**Completed Tenders must be uploaded and submitted by 27 October 2020 (12:00).** Any amendments to the submission deadline will be communicated through the Portal. Tenders submitted after the designated time and date will be rejected. **Tenders and/or any documentation supporting a Tender must NOT be submitted by fax or email.**

# **CONDITIONS OF TENDER**

In submitting a response to this Invitation to Tender, Tenderers do so on the conditions set out below. In the event of any breach of the conditions ESPO shall be entitled to terminate any arrangement made (e.g. Framework Agreement) as a result of such tender and to claim damages accordingly.

**Warnings and disclaimers**

* + Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when preparing their Tender.
  + Information supplied by ESPO (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. ESPO cannot accept responsibility for any inaccurate information obtained by Tenderers.

**Tenderer conduct and conflicts of interest**

* + Tenderers shall not, before the date and time specified for return of the Tender, communicate to any person the amount or approximate amount of the Tender or proposed Tender, except where the disclosure in confidence of the approximate amount of Tender is necessary to obtain insurance cover.
  + The Tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
  + Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.
  + Tenderers must not, in connection with the proposed Framework:
* offer any inducement, fee or reward to any member or officer of ESPO, or any of the member authorities/Customers of ESPO/collaborative partners.
* do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
* canvass any of the persons referred to above in connection with the Framework; or contact any member or officer of ESPO and YPO or any person acting as an advisor to ESPO (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the Framework) about any aspect of the proposed Framework or for soliciting information in connection therewith.
  + Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and ESPO and YPO and their advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of ESPO.

**Tenderer’s responsibility to submit a complete tender**

* + It is the Tenderer’s responsibility to ensure that their submitted Tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. ESPO are not obliged to consider any Tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion ESPO may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the Tender takes place, provided that in the judgement of ESPO this does not adversely affect the integrity and fairness of the tender exercise.
  + Unless specifically withdrawn in writing, Tenders shall remain open for acceptance for a period of 210 days from the return date.

**Bid costs**

* Neither ESPO nor YPO will not be liable for any Tender costs, expenditure, work, or effort incurred by a Tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by ESPO and YPO.

**ESPO’s rights**

ESPO reserves the right to:

* + seek additional information or clarification from Tenderers at any time during the tender process.
  + disqualify any Tenderer that does not submit a compliant Tender, in accordance with the instructions given in this Invitation to Tender.
  + disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the application form or the procurement process.
  + withdraw this Invitation to Tender at any time, and to re-invite tenders on the same or any alternative basis.
  + choose to part award or not to award any framework as a result of the procurement process.
  + make whatever changes it sees fit to the timetable, structure or content of the procurement process
  + retain copies of all Tender submissions to satisfy its audit obligations and for other purposes.

**Confidentiality and Freedom of Information Act**

* This Invitation to Tender is made available on condition that its contents (including the fact that the Tenderer has received this Invitation to Tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.
* As a public body, ESPO is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
* ESPO shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
* While ESPO aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to ESPO in the template provided in section 6 of Part B – Tender Submission, the Freedom of Information Exclusion Schedule.
* Tenderers should be aware that, in compliance with its transparency obligations, ESPO may publish details of its contract(s), including the contract values and the identities of its suppliers on its website.
  + More information is available on [www.ico.org.uk](http://www.ico.org.uk)

**Publicity**

* + No publicity regarding the Framework or the award of any framework will be permitted unless and until ESPO has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of ESPO.

# **TERMS AND CONDITIONS OF FRAMEWORK AGREEMENT**

**Framework Agreement**

The following documents shall form part of the Framework Agreement between ESPO and its potential collaborative partner(s) and the successful Tenderer(s) which shall be legally binding on both parties:

1. The Framework Agreement terms (see attached as Appendix A)
2. Specification
3. Schedules
4. Pricing model (as completed by the successful Tenderer(s))
5. Response to requirements/method statement questions (as completed by the successful Tenderer(s))
6. A list of commercially sensitive information (as completed by the successful Tenderer(s))

**Agreement to terms and conditions**

By submitting a bid, Tenderers are agreeing to be bound by the terms of this Invitation to Tender and the Framework Agreement without further negotiation or amendment, and must sign the Tendering Declaration accordingly.

If the terms of the Framework Agreement render the proposals of the Tenderer’s bid unworkable, the Tenderer should submit a clarification using the Messages section on the eProcurement Portal. ESPO will consider the clarification and whether the amendment to the Framework is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers.

**Should Tenderers wish to clarify any elements of the terms and conditions, this should be done so during the clarification process.** Please note, ESPO are not prepared to consider material changes to the terms and conditions or proposals containing multiple changes.

For the avoidance of doubt therefore, if Tenderers submit a Tender which is subject to a qualification which ESPO deem ‘material’ and unacceptable, the Tenderer will be invited to withdraw the qualification and the Tender submission will be evaluated without it. Should the Tenderer not wish to withdraw the qualification, the Tenderer will be disqualified and deemed to be non-compliant. The Tender shall not be considered further.

# **APPENDIX A - TERMS AND CONDITIONS OF FRAMEWORK AGREEMENT**

The Framework Agreement is attached as a separate document, for ease of reference.

# **APPENDIX B – INTRODUCTION TO SOCIAL VALUE**

The National Procurement Strategy 2018 defines Social Value as the wider financial and non-financial impacts of programmes, organisations and interventions, including the wellbeing of individuals and communities, social capital and the environment. From a business perspective it may be summarised as the net social and environmental benefits (and value) generated by an organisation to society through its corporate and community activities reported either as financial or non-financial (or both) performance.

Social Value is about improving economic, social and environmental wellbeing from public sector contracts over and above the delivery of the Services directly required at no extra cost. Used properly, additional Social Value can be beneficial to both suppliers and local authorities and represent a joint effort to exploit maximum value from procurement.

Local authorities are encouraged through The National Procurement Strategy 2018 to consider using national themes, outputs and measures (TOMs) in their procurement activity, as the basis of measuring Social Value. More information about TOMs can be found on the Social Value Portal <https://socialvalueportal.com/national-toms> .

**Examples of Social Value Offers**

Social Value that local authorities and other public sector bodies seek from their suppliers can vary, depending on their business strategy and the needs of their local areas. When suppliers submit Social Value offers to customers they should seek to match their offers with the customer’s desired Social Value deliverables.

The below are examples of Social Value offers that customers may seek:

* + Employment or training opportunities
  + Apprenticeships
  + Work experience placements
  + Employing a local workforce for the customer’s contract
  + Reducing impact on the environment
  + Engagement with schools to promote sustainability
  + Ethical supply chain, including supporting SMEs
  + Helping disadvantaged people to access employment or training
  + Supporting community projects
  + Volunteering in the community
  + Hosting community events at your business
  + Charitable donations
  + Mentoring and providing career advice to young people
  + Spending with local suppliers to customer
  + Supporting improvements to public spaces and parks
  + Flexible working policies for staff
  + Mentoring and providing career advice to young people
  + Using sustainable products and materials

**Social Value Portal**

ESPO’s aim, as a public sector procurement organisation, is to put in place solutions that will support local authorities and other public sector organisations in achieving their Social Value goals. Therefore, ESPO has partnered with the Social Value Portal to offer Customers a solution for evaluating Framework Service Providers’ Social Value offers at the further competition stage for a specific Contract and measuring outcomes of the Social Value offers during the life of the Contract.

Customers accessing ESPO Framework 664 Consultancy Services will have the option to seek Social Value from their chosen Framework Service Provider(s) at the further competition stage (as described in section 1 – Introduction of the Invitation to Tender Part A document). It is envisaged that most Customers who intend to seek Social Value from a Framework Service Provider will conduct a further competition. However, where a Customer and their chosen Service Provider can agree deliverable Social Value based on the Social Value percentage and their responses to the Social Value questions (submitted by Tenderers’ in Invitation to Tender Part B) then the Customer has the option to do a call-off without re-opening the competition.

If at further competition stage the Customer chooses to use the services of the Social Value Portal for the evaluation of Framework Service Providers’ Social Value Tender submissions and subsequent contract management of the Social Value offered by the awarded Service Provider, the Framework Service Providers will be required to submit their Social Value proposal via the Social Value Portal <https://socialvalueportal.com/supplier-registration/> .

Details on how to register and submit your Tender via the Social Value Portal will be provided by the Customer and/or the Social Value Portal at the time of the further competition exercise.

**Social Value Portal Management Fees**

Following a further competition where Customers utilises the Social Value Portal, the awarded Service Provider will be required to contract directly with the Social Value Portal who will provide the following services to the successful Service Provider:

* Online account with Social Value Portal to allow contract management and project reporting account
* Technical support with data entry (e.g. access and functionality issues)
* Confirmation of evidence required to satisfy requirements
* Quarterly reports showing progress against targets
* End of project summary report and case study

The successful Service Provider will be invoiced directly by the Social Value Portal upon award of the further competition and will be responsible under the terms of the contract for payment directly to Social Value Portal. The terms of such contract are provided as a separate Appendix C – Social Value Portal Terms.

Please note: The successful Service Provider will be charged ongoing management fees at 0.2% up to a maximum of £7,500/contract/year for access to the Social Value Portal. Fees will be invoiced directly from the Social Value Portal to the successful Service Provider and this payment will provide the Service Provider with quarterly reports and support in each Social Value submission and access to a project management dashboard.

A minimum fee of £750/year/project and a maximum fee of £7,500 will be chargeable depending on the Customer’s Contract value. Further details are within the below table **(N.B.** **There is no charge for Framework Service Providers** **unless they are successful in winning the Customer’s tender at further competition stage)**.

|  |  |
| --- | --- |
| **Contract Value** | **Annual Fee** |
| >£7.5m | £7,500 |
| £5m - £7.5m | £7,500 |
| £500k - £5m | 0.20% |
| £100k - £500k | £750 |
| Below £100k | Excluded |

**Please note:** Service Providers should note that the 0.2% management fee payable to Social Value Portal (if successful in winning business at a further competition stage) is separate to the 1% Retrospective Rebate payable to ESPO under clause 16 of the Framework Agreement.

# **APPENDIX C – SOCIAL VALUE PORTAL TERMS**

The Social Value Portal terms are attached as a separate document, for ease of reference.