

**National Fire Chiefs Council**

**Invitation to Tender**

** For **

Human Resources Managed Services

DN557073

###### Definitions

The following expressions shall have the meanings ascribed to them in relation to the entire Contract:

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| **“Contract”** means the formal signed contract of supply between the parties |
| **“Documentation”** means any document issued by either party that is pertinent to the procurement process and the Contract.  |
| **“Goods”** means the goods to be provided by the Tenderer in accordance with the terms of the Contract. |
| **“Invitation to Tender”** or **“ITT**” means this document and all its attachments and appendices.  |
| **“The Chief Fire Officers’ Association”, “CFOA”** or **“The Authority”** means the Contracting Authority that will be the formal contracting party.  |
| **“Order”** means the order for the Goods, Services and/or Works that are made between The Chief Fire Officers’ Association and the Tenderer under this Contract and that shall abide by the terms, conditions and requirement of the Contract. |
| **“Services”** means the services to be provided by the Supplier in accordance with the terms of the Contract. |
| **“Specification” and “Requirements”** means the description of the Authority’s requirements which shall be delivered by the Supplier. |
| **“Supplier” or “Contractor”** means the organisation contracted to carry out the Services, Works or to deliver the Goods. |
| **“Tenderer”** means an organisation submitting a Tender offering to supply the requirements in accordance with the terms, conditions and requirements. |
| **“Works”** means the works to be provided by the Supplier / Contractor in accordance with the terms of the Contract. |

Section 1 - Introduction & Background

This document includes all of the information necessary to enable Tenderers to participate in the procurement process to fulfil these requirements.

**About Us**

The Chief Fire Officers’ Association and the National Fire Chiefs Council.

Under its Articles of Association, The Chief Fire Officers’ Association (CFOA) established the National Fire Chiefs Council (NFCC). The NFCC drives improvement and development throughout the UK Fire and Rescue Services (FRS) and supports strong leadership of the UK FRS including the devolved administrations.

The NFCC has a representative Council which enables locally accountable Chief Fire Officers (CFO), Chief Officers, Chief Executives or their representatives to coordinate the work of the UK FRS to protect the public and improve community safety.

The Council replaced the CFOA Fire and Rescue Service Council and all other CFOA council and committee structures.

The NFCC is represented by the NFCC Chair who also chairs the Council.

The NFCC is not a legal entity in its own right. The NFCC operating model is described below.

**NFCC Operating Model**

**Background**

CFOA is an association which is both a charity and limited company, it has a committee known as the Council to bring together the UK FRS to provide co-ordinated leadership to the UK FRS.

**CFOA Trustees**

The CFOA Trustees provide governance of the charity and are responsible for the financial management arrangements of both the charity and the NFCC. Through the Performance Committee, the Trustees are also responsible for overseeing the performance management of the Chair.

**About National Fire Chiefs Council (NFCC)**

The National Fire Chiefs Council (NFCC) has a unique role in representing fire and rescue services on the national stage with one voice for maximum impact and harnessing the knowledge and expertise across the country, bringing it together for the benefit of all. We want our members to understand what we can do to support and help their own fire and rescue service on a day-to-day basis, but also in times of crisis. We describe the three key benefits of the NFCC’s role below.

Within the new strategy, NFCC Chair Roy Wilsher states: "I know that we are stronger together. The NFCC has a vital and unique role in bringing its members together, co-ordinating national work for local benefit, driving improvement across the fire and rescue services to face the challenges we recognise now and those yet to come".

**Our vision**

“The vision of the NFCC is to improve safety in communities by working collaboratively with fire and rescue services, promoting national approaches where they work best.”

**Our mission**

“All fire and rescue services have local priorities and by working together through the NFCC on the issues that affect us all, we can achieve solutions efficiently and effectively.

The collective voice of the NFCC allows us to shape our reform agenda with our stakeholders and co-create the fire and rescue service needed for current and future generations.”

**Our values**

We think it is important to articulate our values as a member organisation. Our members expect us to operate in a way that fits with their own personal and organisational values. We have identified six values that underpin our approach.

NFCC is:

• Open in how we carry out our work for our members

• Transparent in our decision-making

• Actively listening to all views

• Recognising differences in how fire and rescue services are run and governed

• Consultative in our approach

• Supportive of our members’ needs

**Our strategic commitments:**

As an organisation, we want to focus on areas that best reflect the needs of our members and that bring greatest benefits in terms of improvement for all. We express this through our strategic commitments.

Three of these commitments form the NFCC’s improvement programme and a fourth commitment focuses on efficiency, finance and collaboration.

The first strategic commitment is to reduce **community risk** and vulnerability through a number of programmes that will support fire and rescue services in the improvement of their deployment and service delivery through their risk management plans.

The second commitment is focused on **people**. The greatest asset in fire and rescue services is people. We are working with members on a wide range of projects related to improving the way services recruit, train, lead, manage and support their employees.

The third commitment is to lead digital and data solutions to drive transformation. This will enable services to improve the way they collect, store, use and present data, manage information, and make best use of digital technology.

The fourth strategic commitment is for the NFCC to be an efficient and financially sustainable organisation that is collaborative and works in partnership with others for the benefit of all members. We are committed to running a lean organisation that ensures the professional partnership fee paid by all our members is used to deliver the greatest benefit to all.

**Our Requirement**

**Framework Services**

The Authority is putting in place a Framework Agreement, for the duration of 2 years plus 1, for the provision of managed human resources (HR) services.

The Authority have a need to appointment a single prime contractor, or a consortium with a lead supplier acting as prime contractor, to work in effective partnership by providing access to a range of high-quality HR services and solutions on a managed service basis.

The solution will range from enabling the full managed service of the entire HR function, just a single element of it (e.g., administration and support function), or a bespoke solution tailored to complement the Authority’s in-house resources.

The Supplier shall offer as a minimum the following specialisms listed below to the Required Standard:

• Project Management – The management and delivery of programs and projects designed to enhance the effectiveness of the organisations HR management and planning and of its HR function and strategy

• Cultural transformation

• Dispute management

• Employee relations and communications

• Human resource functions, process and design

• Human resource terms and conditions and policies including health and safety, employment contracts and company handbook

• Advice on managing agency and temporary staff; and review of IR35 governance

• Organisational training and development

• Performance management (including pay, reward and benchmarking)

• Recruitment policy (internal and external) and strategy (not delivery of staffing and recruitment services)

• Staffing

• Talent management

**Call-Off Contract - Phase 1 Organisational Transformation Project**

On award and establishment of the Framework Agreement, there will be an immediate call-off requirement to manage a project of organisational transformation towards a new operating model which will include the TUPE of workforce. This requirement is more fully described in Appendix A - SPECIFICATION FOR HR PROJECT MANAGED SERVICES

**The call-off contract is expected to commence 1st September and will end on completion of all project deliverables**.

**Structure & Content of this Invitation to Tender (ITT)**

The table below summarises the documents included within the procurement documentation set, together with an overview of the actions Tenderers are required to take when responding to the ITT. Tenderers are advised to read this document and each subsequent section carefully to ensure that they fully comply with the instructions associated with each section and submit a compliant Tender.

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| **Section** | **Action Required - Overview** |
| Section 1 – Introduction & Background | For information on the structure & scope of the ITT and background on the Authority and its key policies which suppliers are expected to comply with.  |
| Section 2 – Instructions to Tenderers | For information on how Tenderers must respond to the ITT. |
| Section 3 - Statement of Requirements  | For information on the full scope of requirements which Tenderers must respond to in their Tender, and the template for completion and submission by the Tenderer as part of the Tender.  |
| Section 4- Evaluation Methodology & Criteria | For information on how the Tender will be evaluated by the Authority, and also the Evaluation Questions for the response of Tenderers.  |
| Section 5 – Pricing & Invoicing | For information on how the Authority requires price to be confirmed, and a template for completion and submission by the Tenderer as part of the Tender. |
| Section 6 – Contract & Performance Management | For information on the Key Performance Indicators that will apply and the contract management and governance structure.  |
| Section 7 - Form of Agreement | For information, the Form of Agreement that the appointed supplier will be required to sign.  |
| Section 8 - Terms & Conditions | For information, the Authority's Terms & Conditions that shall apply to the Contract. |
| Section 9 – Form of Tender  | For completion and submission by the Tenderer as part of the Tender.  |
| Section 10 - Register of Interests and Managing Conflicts of Interests Declaration | For completion and submission by the Tenderer as part of the Tender. |
| Section 11 – Insurance Statement | For information on the minimum levels of insurance required for this contract and completion & submission by the Tenderer as part of the Tender.  |
| Section 12 – Equalities and Diversity Statement | For completion and submission by the Tenderer as part of the Tender.  |
| Section 13 – Company Information | For completion and submission by the Tenderer as part of the Tender. |
| Section 14 – Financial Information | For completion and submission as part of the Tender |
| Section 15 – Confidential & Commercially Sensitive Information | For completion and submission by the Tenderer as part of the Tender. |

**Our Corporate Policies & Recognition in Tenders**

The Authority is committed to observing its obligations and ethical stance (whether founded in legislation or best practice) across a range of subject areas. Those which have an implication on the procurement process are set out below. Tenderers are required to conform with the following requirements.

Equalities Statement

The Authority is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, sex, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Authority expects its suppliers and other people who deliver its goods, services or works to comply with its Equality Policy and share this vision and these values. All organisations that want to provide goods, works and/or services to the Authority must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

Environment Statement

The Authority is committed to reducing its impact on the Environment and the Authority expects its suppliers and other people who deliver goods, services or works to it to comply with all current legislation relating to Environmental matters.

Ethical Code of Conduct

###### As part of the agreement between the parties to this Contract an Ethical Code of Conduct will be required. This code will reflect the commitment of the parties to deliver continued value and wellbeing throughout the Contract period that benefits the contractual parties.

###### During the Contract term all parties agree to retain relative information as confidential unless a need to release is confirmed by a request for information through the Freedom of Information Act 2000.

At no point during the Contract will any contractual parties bring any other contractual parties into disrepute. These areas of disrepute will include, but not exclude, any other legitimate associated action:

* Sharing of information specific to the Contract with those not a party to the contract
* Demonstrating a disregard for Contract prices and users
* Becoming involved with any external contract organisation, party or individual with the intention of disrupting the supply of goods or services being delivered from the Contract
* The intention to cause damage to a contractual party whether by verbal, written or physical action involving reputation, monetary, loss of existing or future identified business.

###### If any claims for unethical behaviour or physical action are reported to the Authority an investigation will be undertaken. In the event of a claim being unsubstantiated the plaintiff and accused will be advised. In the event of a substantial claim being identified the accused will be removed from the Contract with immediate effect.

At any point during the investigation neither party should undertake any actions that can be deemed as influencing the process. Continued associate actions will result in the process being halted and where appropriate the Contract terminated.

Bribery, Corruption and Collusion

The Authority and its suppliers are bound by the Bribery Act 2010.

Members of the public expect the highest standards of conduct and integrity from employees of a public service. The Authority therefore requires that suppliers and staff conduct themselves in a manner reflective of the Authority’s core values.

If any employee, director or owner of any Tenderer or incumbent supplier has been previously or is later convicted for the offence of bribery, where the offence relates to active corruption bribery within the meaning of section 1 or 6 of the Bribery Act 2010 then the Authority will immediately cancel any current contract or purchase order without cost or obligation to the Authority.

**Freedom of Information and Transparency**

**Freedom of Information Act (FOIA) 2000**

The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 (“the FOIA”) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. It may be required to disclose information concerning the procurement process and/or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with valid reason in support of the information being exempt from disclosure under the FOIA.

Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Authority’s decision on these issues shall be final and that the Authority shall incur no liability to any Tenderer by reason of having disclosed any information which the Authority reasonably concludes was required to be disclosed in accordance with the FOIA.

**Section 2 Instructions to Tenderers**

**Tender Documents**

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this Tender process. Copyright of all Tender documents, including any amendments or further instructions, shall remain with the Authority.

In this section the words and expressions contained therein shall have the same meaning ascribed to them in the Terms & Conditions and the Specification.

The Tender documents must be submitted electronically using the ProContract e-Tendering system, using the link provided [www.kentbusinessportal.org.uk](http://www.kentbusinessportal.org.uk).

During this Tender process, all communication (including contact and questions in connection with this Tender) must be submitted using the Messaging link on ProContract. The responses will be distributed where appropriate to all Tenderers via ProContract. All correspondence shall clearly state the Tender reference number – DN557073

Tenderers should ensure that they visit the Messaging link on the ProContract e-Tendering system to view any questions and answers that have already been raised, together with any additional information that might have been posted.

###### Use of Kent Business Portal – ProContract

This procurement opportunity will be completed via the Kent Business Portal - ProContract electronic Tendering suite, a site run by ProActis. The site can be accessed by visiting [www.kentbusinessportal.org.uk](http://www.kentbusinessportal.org.uk)

Tenderers should note that final submissions must be ‘uploaded’ via ProContract. Failure to follow this path may result in the Tender submission being disregarded.

Instructions on how to submit your response can be found within the ‘Help’ facility in ProContract. These instructions should be consulted in order to ensure that your response is submitted correctly.

To submit a response, the ‘Submit Response’ button must be used and an e-mail of confirmation will be provided when a submission is successful. Tenderers should retain this e-mail of confirmation.

The ProContract System maintains a strict audit trail, part of which gives detail as to the exact time that a response was uploaded. This audit trail will be used to determine if a Tender response is late. There will be no exceptions unless the Tenderer can provide evidence to the contrary.

If, at any time, you experience difficulty accessing ProContract, please contact the support desk by using the HELP link on the website.

NB: Tenderers should note the following when uploading documents to the ProContract portal prior to submission:

* A 10MB file will take approximately 8 minutes on average to upload on a standard Broadband connection (256Kbps upload speed). Please take this into consideration when uploading larger files and ensure that you leave sufficient time to complete your submission before the deadline.

###### Preparation of Tender

The information contained within this document should be regarded as a statement of the current requirement as far as the Authority is able to determine at this time. Tenderers must carefully examine and consider the Tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a Tender, Tenderers shall be deemed to have read and understood all of the Tender documents.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. The authority will not accept marketing materials, or web links as a response to questions or a response which points the evaluator to another part of the document, all questions should be answered within the relevant response boxes provided. Evaluators will not cross-reference responses and will only evaluate the information provided directly in response to each question. Answers must remain within stated word or page limits. Advertising, other promotional or generic materials must not be provided and will not be evaluated.

If any points in the Tender documents are unclear, Tenderers may seek clarification via ProContract using the Messaging facility.

Tenderers may only propose alternative solutions to meet the Authority’s requirement where the Authority specifically confirms that alternative solutions may be submitted. Should alternatives be invited and proposed, the alternatives must, as a minimum, fulfil the requirement described in the Invitation to Tender documents otherwise the Tender will be rejected.

Unless agreed in writing by a duly authorised member of the Authority’s Procurement & Commercial Team, no amendment or modification can be made by Tenderers to the Tender Documentation.

**Submission of Tender**

Tenderers must sign and date the Form of Tender provided without qualification, and return it together with their Tender submission to confirm that all Terms, Conditions and clarifications specified by the Authority during the Tender period have been understood and accepted. **Failure to submit a signed Form of Tender document may result in the rejection of the Tender submission.**

**All documents requiring a signature must be signed:-**

* **where the Tenderer is an individual by that individual;**
* **where the Tenderer is a partnership, by at least two duly authorised**

**Partners;**

* **where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.**

Tender responses must be submitted electronically via ProContract, **no later than Monday 16th August 12pm.**

Tenderers are required to submit one copy of their bid in *Microsoft®* Word format. All pricing must be submitted using *Microsoft®* Excel format when appropriate. The Authority accepts that some appendices may not be available in a Microsoft® Word format. In such circumstances PDF format only will be accepted. [If any other specific document formats are required, specify them here].

**NB: To ensure on-time submissions, Tenderers are strongly advised to complete uploading their responses at least 24 hours prior to the deadline to avoid possible disappointment.**

**Late Tenders**

Any Tenders submitted to the ProContract Kent Business Portal after **16th August at 12pm** will not be accepted unless the Tenderer can provide irrefutable evidence that the Tender was incapable of being received by the due date and time.

**Clarifications during the Tender Process**

During the Tender process, Tenderers and/or the Authority may find it necessary to request and/or issue Tender clarifications. These requests will be addressed within five (5) working days from request. The process will require a cut off period prior to submission of Tenders for all requests, this cut off date is detailed in the procurement timetable below. The Authoritycannot accept, at point of submission, any Tender change requests, as this would be deemed a counter offer and therefore the Tender will be rejected and not evaluated.

**Page / Word Limits**

Tenders must not exceed the maximum page or word limits stated. Any material supplied in excess of the stated page or word limits (including any generic corporate or promotional materials or other material not directly responding to the information requested in the Tender, in the format requested) will not be read or evaluated.

Tenders must be written with a font size not less than 11pt and the preferred font style is Arial.

**Tender Validity**

Your Tender should remain open for acceptance for a period of 3 months. Any Tender submitted showing a shorter validity period may be rejected.

###### Conditional Tenders

Any Tenderer submitting a Tender that contains a condition that is deemed as unacceptable by the Authority shall be given the opportunity to withdraw the condition without any other amendment to the Tender. If the Tenderer fails to remove the condition upon which its Tender relies then the Authority reserves the right to reject the Tender.

**Tie Break**

In the event of a tie (where two or more top scoring Tenderers have the same total weighted score, i.e. the aggregate score including both quality and price), the Authority will award the Contract to the Tenderer offering the lowest price.

**Abnormally Low Tenders**

If a Tenderer submits a bid which the Authority considers is abnormally low in price, the Authority may require the Tenderer (but is not obliged to do so) to provide an explanation with evidence as to why the price is so low. If the Authority considers that the evidence or explanation supplied does not satisfactorily account for the price proposed, the Authority may reject the Tender (but shall not be obliged to do so).

**Evaluation Process – Pass/Fail Criteria**

In the event that no Tenderer passes the Pass/Fail criteria outlined in Section 4, the Authority reserves the right, at its discretion, to continue the procurement process as if all Tenderers had satisfactorily met the applicable requirement(s). Thereafter the Authority may seek further clarification regarding the minimum standards which can be met. In such circumstances all Tenderers will be treated equally.

**Contract Award and Termination**

The Authority, at its sole discretion, reserves the right to withdraw all or any part of this Invitation to Tender at any time during the procurement exercise, or to not Award a Contract at all without liability.  In all circumstances, the Authority reserves the right to terminate a contract in accordance with the Terms & Conditions of Contract.

**Procurement Timetable**

Set out below is the proposed procurement timetable.

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| **Indicative Procurement Timetable** |
| **Date** | **No. Days** | **Stage** |
| 16th July 2021\* |  | Date ITT issued |
| 4th August 2021 | 20 days | Final Date for Submission of Tender Clarifications |
| 16th August 2021 Midday | 32 days | Deadline for Tender Submission |
| Week Commencing16th August 2021 | 5 days | Notice of recommendation for Award of Contract |
| Week Commencing16th August | 10 days | Standstill Period |
| 1st September |  | Contract Commencement |

With the exception of the dates marked with a \* (in the table above) these dates are provided for information purposes only. The Authority does not guarantee to complete each phase by the date stated above.

###### Authority Not Bound

The Authority does not bind itself to accept any Tender in whole or in part.

**Right to Disqualify and Exclude**

The Authority makes no commitment to accept any of the Tenders or any subsequent document issued in connection with this Procurement, or enter into a contract with regard to the Goods, Works and/or Services.

The Authority may disqualify a Tender from this Procurement if a Tenderer fails to provide to the Authority:

* The information requested, in the form requested;
* A full and satisfactory response to any question;
* Documentation referred to in a Tender;
* A response, or respond to the Authority's query(ies), within any specified timescales;
* A compliant Tender.

The Authority may exclude a Tenderer from any participation in this Procurement at any stage, if:

* The Tenderer fails to comply fully with the requirements of this Procurement.
* It becomes aware that the Tenderer has breached these terms of participation.
* It becomes aware of a wilful omission or misrepresentation in a Tender. In such events, the Authority reserves the right to recoup fair and reasonable costs from a Tenderer.

The Authority may exclude a Tenderer from participation in this Procurement where there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

The Authority's rights above are without prejudice to any other rights or remedies that the Authority may have in connection with a breach of these terms of participation. To the extent permitted by law, Tenderers will have no claim against the Authority arising out of the Authority's exercise, or failure to exercise, these rights.

**Tenderer’s Costs**

Under no circumstances shall the Authority accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the Tender.

Under no circumstances shall the Authority incur any liability or costs in respect of this ITT in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this ITT to be ineffective and is subsequently set aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension and/or termination. Additionally it should be noted that in the event of a legal challenge being received against this Contract under the Remedies Directive 2010 the following additional terms will take precedence:

* The Authority reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive Tendering process or to terminate or suspend the process at any time at its absolute discretion.

* All other existing terms and conditions will remain in effect until notice is received of any revised Contract

**Authority not Bound**

Any discussions or correspondence between the Authority and Tenderers shall be conducted without any obligation whatsoever by the Authority to enter into or become bound by any Contract.

The Authority will not be bound by any Contract until the Contract is embodied in a formal document and signed by all parties.

**Canvassing**

Direct or indirect canvassing of any officer, Member or agent of the Authority by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this ITT may result in the disqualification of the potential Tenderer from consideration for this requirement.

**Confidentiality & Publicity Statement**

The contents of this ITT and of any other documentation made available in respect of this process are provided on the basis that they remain the property of the Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT process or to the Contract without the prior written agreement of the Authority and this includes the format and content of any publicity.

**Contract Award**

It is anticipated that the Authority will award a Contract to one supplier.

**Section 3 Statement of Requirements**

**Framework for HR Managed Services**

The Authority is putting in place a Framework Agreement, for the duration of 2 years plus 1, for the provision of managed human resources (HR) services.

The Authority have a need to appointment a single prime contractor, or a consortium with a lead supplier acting as prime contractor, to work in effective partnership by providing access to a range of high-quality HR services and solutions on a managed service basis.

The solution will range from enabling the full managed service of the entire HR function, just a single element of it (e.g., administration and support function), or a bespoke solution tailored to complement the Authority’s in-house resources.

The Supplier shall offer as a minimum the following specialisms listed below to the Required Standard:

• Project Management – The management and delivery of programs and projects designed to enhance the effectiveness of the organisations HR management and planning and of its HR function and strategy

• Cultural transformation

• Dispute management

• Employee relations and communications

• Human resource functions, process and design

• Human resource terms and conditions and policies including health and safety, employment contracts and company handbook

• Advice on managing agency and temporary staff; and review of IR35 governance

• Organisational training and development

• Performance management (including pay, reward and benchmarking)

• Recruitment policy (internal and external) and strategy (not delivery of staffing and recruitment services)

• Staffing

• Talent management

**Call-Off Contract - Phase 1 Organisational Transformation Project**

On award and establishment of the Framework Agreement, there will be an immediate call-off requirement to manage a project of organisational transformation towards a new operating model which will include the TUPE of workforce.

The call-off contract is expected to commence 1st September and will end on completion of all project deliverables.

**The full detailed specification can be found in Appendix A - SPECIFICATION FOR HR PROJECT MANAGED SERVICES (“The Specification”).**

**EVALUATION QUESTIONS:**

**3.1** **Technical & Delivery Evaluation**

Tenderers are required to confirm, in detail, how they will meet each of the Authority’s technical and delivery requirements (within the stated page or word limits). Tenderers may submit their answers in separate documents in word, excel or PowerPoint, However, Tenderers must complete the “Tenderers Response” box below each question to cross reference to the relevant answer document. Please do not submit standard marketing / corporate documentation – you must provide direct, specific and bespoke answers to the questions.

Tenderers must not cross refer between responses – the Authority will only evaluate the content of each individual question response.

Each Response must relate to a single evaluation question.

**EVALUATION QUESTIONS**

**TECHNICAL EVALUATION – MINIMUM SCORE REQUIRED**

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| **Q1- Case study** Tenderer to provide an example, supported with evidence of previous relevant experience successfully delivering a similar project as described under Phase 1 Organisational Transformation in Appendix A, within a comparable organisation. The case study should include examples of all aspects of the activities outlined in the Specification.There is a desire that the experience will have been for a public sector organisation.**Maximum number of pages: 5** |
| **Q2 – Works Undertaken**Tenderer to provide a list of the works carried out over the past five years, accompanied by evidence of satisfactory execution for the most important works and indicating the value, date and site of the works.**Maximum number of pages: 2** |
| **Q3 - Capacity & Capability**Tenderers must ensure sufficiently trained & experienced personnel are provided to support and deliver the full scope of services under the Framework Agreement. In particular, Tenderers should provide details of the proposed resources to be utilised in delivering the requirements in the Specification relating to Phase 1 Organisation Transformation. These resources should be aligned with the project tasks and activities, including roles and responsibilities & skills and experience (including but not limited to specialist resources relating to TUPE and secondment regulations, pensions & benefits equality and employment legislation, etc), linked to the requirement to produce an indicative project plan in Question 3 below.**Maximum number of pages: 3** |
| **Q4: Statement of Understanding** Tenderer must review thoroughly all of the ITT documentation, including the Appendix A Specification document, the draft Framework Agreement and Schedules and provide a statement of understanding about the contract, what it needs to achieve and the key elements of the Phase 1 Organisational Transformation project outcomes and deliverables **Maximum number of pages: 1** |

**DELIVERY EVALUATION**

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| **Q5: Outline Service Offering** |
| Tenderer must outline their proposed service offering, taking consideration of the requirements outlined in this ITT and in the attached services specification, this will include, but is not limited to details such as team capabilities, locations where your team or specialist is available to work, specialist roles you offer. Please also refer to the requirements of the Framework Agreement in relation to activities such as:Schedule 2 Services & KPI’s, Schedule 7 Management Information, Schedule 9 Continuous Improvement and Benchmarking, Schedule 15 Exit Management**Maximum number of pages: 5** |
| **Q6: Delivery Methodology and Project Plan** Tenderer must outline their proposed approach to deliver the Phase 1 Organisational Transformation project alongside an indicative project timetable (including all tasks and activities, with roles and responsibilities, specific skill sets required and any constraints and dependencies) and an indicative project and corporate risk and issues log.**Maximum number of pages: 3** |
| **Q7: Communications & Engagement**The Tenderer will be required to engage with project executives, the project managers, technical working groups, and project boards as well as staff, to achieve the requirements of projects. Please detail your proposed methods for engaging with each of these stakeholder groups in the delivery of the Phase 1 Organisational Transformation project and how you propose to keep them informed of the progress being made during the project and the frequency of these updates.NB: Our organisation’s priority is to deliver this change with our workforce with the development of an inclusive and collaborative culture at the heart of it. **Maximum number of pages: 1** |

###### If Tenderers plan to use sub-contractors to deliver the requirements the following template must be completed and returned with the Tender.

|  |  |  |  |
| --- | --- | --- | --- |
| Sub Contractor Name | Role / Area of expertise  | Qualifications / experience  | Approximate % of contractual obligations assigned |
| Tenderer to complete & add further lines as required |  |  |  |
|  |  |  |  |

###### Section 4 Evaluation Methodology & Criteria

The following details describe how the Authority will assess all Tenderers and Tender submissions in relation to this requirement.

All Tenders received will be considered only on the information contained in the Tender or obtained by the Authority as a direct result of the Tender process. Each response will be evaluated individually and no consideration will be given to information included in other responses. Tenderers should not cross-reference to information provided in other responses.

Submissions will be assessed on the basis of the most economically advantageous Tender (MEAT).

The evaluation methodology and criteria are set out below.

Evaluation will be divided into three stages:

* Stage One – Evaluation of Pass/Fail questions
* Stage Two – Evaluation of Technical response (minimum score)
* Stage Three – Evaluation of the full Tender response

**Pass / Fail Evaluation Questions**

Before the full Tender is evaluated, the Authority will evaluate the Tenderers response to the Pass/Fail questions. Tenderers must be judged to have passed all of the Pass/Fail criteria. These questions will carry no evaluation score. However, if a **FAIL** is allocated to any single response then the Authority may reject the Tender (and in such circumstances no further evaluation will be undertaken).

Tenderers must complete the “Tenderers Response” column in the table below and return this template to the Authority as part of their Tender. The Pass / Fail questions for this requirement are as follows.

|  |  |  |
| --- | --- | --- |
| **Question Number** | **Pass / Fail Questions** | **Tenderers Response****(please respond either Yes or No)** |
|  | **Insurance**Do you hereby confirm that your organisation either already has or, if successful undertake to have (before contract commencement), the required minimum levels of insurance at no additional cost to the Authority? If “No”, then the Tender will not be taken forward for the rest of the evaluation. |  |
|  | **Form of Tender**Has the Tenderer completed & returned the signed Form of Tender? If “No”, then the Tender will not be taken forward for the rest of the evaluation. In doing so the Tenderer accepts all aspects of the Contract as stated or subsequently agreed amendments including the terms and conditions and requirements of the Contract. |  |
|  | **Equalities & Diversity Statement**Have you completed & returned the Statement of Equalities and Diversity? If Tenderer has answered “No” to any of the Equalities & Diversity questions, or if the Tenderer has answered “Yes” to any of the questions and not provided adequate explanation, then the Tender may not be taken forward for the rest of the evaluation (at the discretion of the Authority). |  |
|  | **Register of Interests and Managing Conflicts of Interest Declaration**Have you completed & returned the Declaration? |  |

**Minimum Technical Requirement Evaluation Questions**

Stage two will involve the technical evaluation and has a minimum threshold score. The technical evaluation has a weighting of 40%. Any bid which does not achieve the threshold score of 150 out of 200 at stage two will not proceed to stage three. The technical scores awarded in stage two will form part of the overall assessment, for example, a bidder who scored 150 for technical, 125 for delivery and 300 for price would achieve a total score of 575.

**Evaluation Weightings**

The Authority’s evaluation of Tenders will consider quality and price. The weighting of available marks will be as follows:

|  |
| --- |
| **TOTAL WEIGHTING = 100%** |
| **Criterion** | **Weighting** |
| Technical | 40% |
| Delivery | 30% |
| Price | 30% |

**Scored Evaluation Questions – Technical (with minimum threshold score)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Question Number** | **Evaluation Question** | **Response Page Limit** | **Evaluation Weighting** |
| **Q1** | Case Study | 5 pages | 10 |
| **Q2** | Works Undertaken | 2 pages | 5 |
| **Q3** | Capacity & Capability | 3 pages | 20 |
| **Q4** | Statement of Understanding | 1 page | 5 |
| *Max. Score 200***Scored Evaluation Questions - Delivery** |
| **Question Number** | **Evaluation Question** | **Response Page Limit** | **Evaluation Weighting** |
| **Q5** | Outline Service Offering | 5 pages  | 10 |
| **Q6** | Delivery Methodology & Project Plan | 3 pages | 10 |
| **Q7** | Communications & Engagement | 1 page | 10 |

*Max. Score 150*

Responses to weighted quality evaluation questions will be evaluated and scored on the basis of the marking scheme set out in Appendix B - Evaluation criteria. The available scores in the spreadsheet are referred to as “raw” scores.

**Calculating the Weighted Scores for the Technical & Delivery Criteria**

Raw scores awarded to each applicable response will be converted into a weighted score according to the stated individual weightings for each applicable evaluation question. Weighted scores will be calculated using the following formula.

The specific evaluation question weighting will be divided by the maximum raw score available and is then multiplied by the raw score awarded:

 Evaluation question weighting

 Maximum raw score available

XRaw score awarded = Weighted Score

**Calculating the Overall Score for Technical & Delivery Criteria**

The weighted scores for each applicable response will be converted into an overall score for the Technical & Delivery Criteria. The overall Technical & Delivery score will be calculated by adding together all of the individual weighted scores.

**Scored Evaluation Questions – Price**

Responses to price evaluation will be based on the **Table 3 Fixed Price for Phase 1**, including the breakdown by project task, deliverables and timelines, linked to the Day Rates in Table 1 Schedule of Rates

**Calculating the Weighted Scores for the Price Criteria**

Responses to weighted price evaluation questions will be evaluated and scored on the basis that lowest price is optimal. Weighted scores will be calculated using the following formula.

The lowest proposed price (bid by any Tenderer) will be divided by the Tenderer’s proposed price and then multiplied by the evaluation question weighting.

X Evaluation question weighting = Weighted score

 Lowest proposed price

 Tenderer’s proposed price

**Calculating the Overall Score for Price**

The weighted scores for each applicable response will be converted into an overall score for the price criteria. The overall price score will be calculated by adding together all of the individual weighted price scores.

**Calculating the Overall Tender Score**

Providing Tenders have passed all Yes/No (Pass/Fail) evaluation questions, Tenders will be assessed on the basis of the Most Economically Advantageous Tender (MEAT). This will be determined by adding the quality and price overall scores together. The MEAT will be the Tender which achieves the highest overall score.

**Section 5 Pricing & Invoicing**

**Price**

Tenderers must submit their Tender pricing using the Appendix C - Pricing Schedule, in the format prescribed. The price spreadsheet must not be submitted as an embedded document.

Any prices not disclosed within the pricing information in the Tender will be not be considered or applied to the contract retrospectively (except where the contract allows for a price uplift and any such uplift is agreed by the Authority).

Prices must be submitted in pounds sterling exclusive of VAT.

The pricing will remain fixed for the duration of the contract. With the exception of firm price contracts (which shall not be subject to any variation whatsoever), price variation requests must be submitted to the Authority for consideration and written approval. Variations to price shall only be applicable with the written approval of the Authority. Unless otherwise provided for in legislation (e.g. changes to the VAT rate or national minimum wage), the Contract or associated Terms & Conditions, the Authority does not guarantee that a proposal from a Supplier for price variations will be accepted. Independent benchmarking data and/or market trend information may also be sought and considered when reviewing a proposal for price variation.

Tenderers are required to identify any pricing for risk included within their Tender. The Authority reserves the right to clarify the position with Tenderers regarding inclusion of risk premiums so that any such costs are fully understood and transparent, and that there is an opportunity for such costs to be reduced or eliminated based on a shared understanding between the Tenderer and the Authority. Where the Authority agrees to the inclusion of a risk premium, it will only become payable in the event that the identified risk materialises and costs are incurred (up to but not exceeding the risk premium included in the Tender).

**Invoicing**

The Authority requires that all suppliers submit invoices by electronic means ie enclosed in an e-mail or posted to a dedicated web server. This must be in a consistently structured file eg XML, CSV and EDI which contains all data necessary to process the invoice and meets statutory requirements. This data will cover the following areas as a minimum:

* Unit prices, quantities supplied and total costs
* Product references (eg unique part numbers)
* Description of goods, services or works supplied
* The Authority’s Purchase Order number
* Invoice references (eg number and date)
* Delivery/Invoice addresses
* Statutory information (eg Supplier’s VAT number)
* Supplier identification

The Authority operates a “No PO, No Pay” policy. The Authority is unable to pay any invoice unless it has issued a Purchase Order in advance of a Supplier commencing service or delivering goods.

Invoices must be sent electronically to Finance@nationalfirechiefs.org.uk.

Incorrect invoices, those not quoting a purchase order number or sent to any other email address will not be processed. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice.

The Supplier is required to issue an invoice within 15 days of the goods, services or works being delivered/completed.

Invoices will normally be paid in arrears within 30 days of receipt of a correct and valid invoice unless early settlement discounts are agreed. The Authority will not be held liable for nor accept any surcharges for late payments where the Supplier fails to comply with the Authority’s invoice terms.

**Payment to sub-contractors**

The Authority requires that the Supplier observes payment terms with its sub-contractors that are the same (or no less favourable) as those terms which apply between the Authority and Supplier. The Supplier will make payments to its sub-contractors within 30 days of receipt of a correct and valid invoice.

**Section 6 Contract & Performance Management**

**Key Performance Indicators**

Tenderer may propose Key Performance Indicators in the table below, in addition to those listed.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **No.** | **KPI** | **Target Score** | **Definition** | **Scoring Method** |
| 1 | Weekly Progress Reporting | 100% | **Weekly** update meetings on progress against plan with the NFCC Project Manager must be held and review of project plan/rag reports will take place at these update meetings |  |
| 2 | Planning | 100% | **Project plan and timelines** must be agreed with the NFCC project manager at the start of the project |  |
| 3 | Project Management | 100% | **Project must progress to the timelines and plan** agreed with the NFCC project manager, any projected deviation to plan must be raised with the NFCC project manager during the weekly update |  |
| 4 | Change Control | 100% | Scope will be agreed at the start of the project and no changes to scope are to be made outside of an agreed **change process** with the Authority |  |
| 5 | Risk Management | 100% | **Risks, issues and actions must be discussed and agreed** with the NFCC project manager during the weekly update meeting, where a significant issue (causes more than one week delay to delivery or puts delivery of project deliverables at risk) is identified to the NFCC **Project manager and the Authority’s procurement representative must be informed within 24 hours** |  |
| 6 | Communication 1 | 100% | **Responses to queries** and communications from the Authority and NFCC project team must be received **within 24 hours** of the communication |  |
| 7 | Communication 2 | 100% | **Communications** regarding the project may only be published with **prior approval** by the NFCC project team |  |

If the Supplier fails to meet the KPIs the following approach and consequences may apply (without prejudice to the Authority’s rights of termination):

**Management Information**

The supplier is required to provide regular quarterly Management Information. The Authority will specify the information required a minimum of 1 week prior to the contract management meeting.

**Contract Governance**

The contract will be actively managed and governed throughout its term. The contract governance hierarchy will be as follows:

|  |
| --- |
| **CONTRACT GOVERNANCE** |
| **FORUM** | **ATTENDEES** | **FREQUENCY OF MEETING** |
| Quarterly Performance Review | TBC | Quarterly |

**Management**

The Tenderer is required to confirm the names of its personnel that will perform contract management functions, as follows:

|  |
| --- |
| **TENDERER CONTRACT MANAGEMENT PERSONNEL** |
| **ROLE** | **ROLE HOLDER** |
| Senior Contract Oversight / Point of Escalation | [insert name] |
| Contract Manager | [insert name] |
| [insert additional roles as required] | [insert name] |

Contract Management responsibility for the Authority will be managed by the following Authority personnel:

|  |
| --- |
| **AUTHORITY CONTRACT MANAGEMENT PERSONNEL** |
| **ROLE** | **ROLE HOLDER** |
| Contract Liaison | Project Manager  |
| Contract Manager | Procurement & Commercial Manager  |

**Section 8 Terms & Conditions**

The Framework Terms & Conditions Appendix D and all Schedules shall apply to any call-off contract that is awarded under the Framework.

Tenderers should familiarise themselves with these Conditions prior to submission of Tender.

**Tenderers are required to confirm (by completing the Declaration at Section 9) that they agree to the Terms & Conditions without material amendment.**

Minor changes to the Terms & Conditions may be considered. A minor change is considered to be something which is administrative in nature, or which does not materially change the Authority’s requirements or Terms & Conditions. Any such request for minor changes **must** be submitted with the Tender for consideration by the Authority. The Authority does not undertake to accept any changes to the Terms & Conditions.

Requests for minor changes to the Terms & Conditions must be made in the format of the table below:

|  |  |  |  |
| --- | --- | --- | --- |
| **Provision number (Contract Clause)** | **Primary reason for proposed amendment**  | **Comments**  | **Proposed amendment** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

In the event that the successful Tenderer receives a Purchase Order from the Authority before the contract is signed (and goods and/or services are delivered/commenced prior to contract signature), the Terms & Conditions of Contract set out in this Invitation to Tender shall apply (NOT the Terms & Conditions referred to on the Authority’s Purchase Order).

The successful Tenderer is required to execute the contract document within 15 calendar days of being called upon to do so by the Authority. The Authority may rescind the contract if it is not executed by the successful Tenderer within the deadline specified above.

**Section 9 Form of Tender**

Tender Reference: DN557073 HR Managed Services Framework

I/We the undersigned offer to supply the following goods/services/works relating to the provision of HR Managed Services as detailed in this Invitation to Tender document to on the terms and conditions stated in Section 8 of this Invitation to Tender document.

I/We understand that only minor changes to the Terms & Conditions may be considered. I/We have/have not\*[delete as appropriate] requested minor changes to the Terms & Conditions, and understand that the Authority is not bound to accept any such changes to the Terms & Conditions.

I/We understand that the Authority is not bound to accept in whole or in part the lowest or indeed any Tender it may receive.

I/We certify that I/we have not fixed or adjusted the amount of the Tender with any agreement or arrangement with any other person, nor entered into any agreement or arrangement with any person that he shall refrain from Tendering, nor have I/we paid, given or offered to pay or give any sum of money, inducement or other valuable consideration directly or indirectly to any other person relating to this Tender

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tendering Organisation and Registration Number if applicable:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-Mail

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\*Where the Tenderer is seeking the Authority’s agreement to make minor changes to the Terms & Conditions, details of the proposed changes must be appended to this declaration in the format of the table included in Section 8.

**Section 10 Register of Interests & Managing Conflicts of Interest Declaration**

 The declaration below must be completed by an authorised signatory, in his / her own name on behalf of the Tendering organisation, and either option 1 or option 2 must be selected for your response.

 Where a relevant interest is considered by the Authority to present a conflict of interest (or the risk of a perception of a conflict of interest), the Authority will seek to understand whether the matter is capable of being remedied. However, the Authority reserves the right (at its sole discretion) to exclude a Tenderer from further participation in this Procurement where the Authority feels that any relevant interest or conflict of interest (actual or perceived) is not capable of being avoided.

|  |  |
| --- | --- |
| **Tenderer Company Name:** |  |
| **Name of authorised representative:** |
| **Position:**  |  | **E-mail:** |  |
| **Tel:** |  | **Date:**  |  |

Please identify any relevant interests that your organisation and (if applicable to this Tender) Sub-Contractors, or any person employed or engaged by, or otherwise connected to the Tenderer and/or its Sub-Contractors, which may present a conflict of interest.

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by the Authority (although Tenderers are requested to disclose such relationships for information purposes only).

**Option 1:**

**“There are no relevant interests that the Authority should consider** that prevent full and unprejudiced participation in any procurement process and delivery of the Contract or may present ethical and reputational risk to the Authority.

The Authority will be informed as soon as is practicable should circumstances change in any way that effects this declaration.”

|  |
| --- |
| **Signature** |
| **Title** |
| **On behalf of** | **Date** |

**Option 2:**

 **“The following interests are for the Authority to consider as to whether they constitute a conflict of interest** that may prevent my full and unprejudiced participation in this procurement process and delivery of the Contract or may present ethical and reputational risk to the Authority. A list of relevant interests is set out below:

|  |
| --- |
| [Tenderer to insert details here] |

The Authority will be informed as soon as is practicable, should circumstances change in any way that effects this declaration.”

|  |
| --- |
| **Signature** |
| **Title** |
| **On behalf of** | **Date** |

**Section 11 Insurance Statement**

Tenderers are required to confirm that they hold the following insurance and minimum levels of cover (and if successful will maintain cover for the duration of the Agreement):

* Employer’s £5 million for each and every claim
* Public Liability £10 million for each and every claim
* Professional Indemnity £1 million for each and every claim

In the event that the required insurance and minimum levels of cover are not held by the Tenderer at the time the Tender is submitted to the Authority, the Tenderer is required to provide a declaration that the necessary insurance (at the minimum levels described above) will be in place before the contract commences. The Authority requires proof of insurance prior to a contract being awarded.

Tenderers are required to confirm that, if successful, they will provide the Authority with copies of the required insurance certificates and policies (on each policy renewal anniversary) for the duration of the contract.

Tenderers are required to complete & submit the declaration (below) with their Tender.

|  |
| --- |
| **TENDERERS INSURANCE DECLARATION** |
| **Tenderer Company Name:** |
| **Tender for the provision of Definition of Risk Project – Phase 2**  |
| **Name of authorised representative:** |
| **Position:**  |  | **E-mail:** |  |
| **Tel:** |  | **Date:**  |  |
| **Required insurance policies and minimum levels of cover:*** Employer’s £5 million for each and every claim
* Public Liability £10 million for each and every claim
* Professional Indemnity £1 million for each and every claim
 |
| [Tenderer to delete one of the following statements as applicable]I hereby confirm that we hold the required insurance policies (identified above) and that the required insurance policies and minimum levels of cover will be maintained for the duration of the contract. I also confirm that we will provide proof (on each policy renewal anniversary) that the required insurance policies and minimum levels of cover are being maintained for the full duration of the contract. Copies of our insurance policies are attached with this declaration.OrI hereby confirm that we do not currently hold the required insurance policies (identified above). However, if we are successful in this competition we hereby undertake to put in place the required insurance policies and minimum levels of cover prior to contract commencement. I also confirm that we will provide copies of our insurance policies prior to contract award (and on each policy renewal anniversary thereafter) and that the required insurance policies and minimum levels of cover will be maintained for the full duration of the contract. |
| **Signature:** |
| **Title:** |
| **On behalf of:** | **Date:** |

**Section 12 Equalities and Diversity Statement**

Tenderers must complete the “Tenderers Response” column in the template (below) and return the template to the Authority as part of their Tender.

The following question and answers (and the description in the Equalities and Diversity Statement of how Tenderers responses will be evaluated) seek to help inform Tenderers how this policy will be applied to the procurement.

Organisations providing goods, works or services to, or on behalf of, the Authority must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics. Failure to comply with this policy could make the Authority, and in some cases, individuals, liable to action and prevent organisations from being allowed to Tender.

Tenderers do not necessarily have to demonstrate they have a written policies relating to these matters.Whilst the Authority would normally prefer to see a written policy, it will consider other evidence or representations of what the Tenderer is doing to meet the equality commitment and other obligations.

**Questions for Tenderers**

The Authority takes a proactive approach to its obligations arising from Equal Opportunities legislation, including the Equality Act 2010.

The Authority therefore considers it essential that all organisations wishing to provide goods or services are able to demonstrate that all reasonably practicable steps are taken to allow equal access and equal treatment in employment and service delivery for all in accordance with the above legislation or where your company is resident in a jurisdiction other than the UK, the equivalent legislation in that jurisdiction.

Tenderers are required to complete the “Tenderer’s Response” column of the template below, (and return the completed template to the Authority as part of their Tender).

|  |
| --- |
| **EQUALITIES, DIVERSITY & MODERN SLAVERY STATEMENT** |
| **Description** | **Requirement/****Scoring Mechanism** | **Tenderer’s Response** |
| Does your organisation have a written equal opportunities policy aimed at avoiding discrimination? | Answer “Yes” or “No” in column on the right. If yes, please provide a copy.Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy.No = the Authority will consider a statement setting out how the Tenderer avoids discrimination. If (in the judgement of the Authority) appropriate and sufficient action is demonstrated the Tenderer will pass. Where the Authority is not convinced that sufficient or appropriate action is undertaken by the Tenderer (or that sufficient appropriate action is unlikely to be demonstrated in the future), the Authority may Fail the Tender (and in such circumstances the Tender may not be further considered and may be excluded from the process).  |  |
| Is it your policy as an employer to comply with your statutory obligations under the current legislation relating to Equal Opportunities and is it your practice not to treat one group less favourably than others because they are in a group with protected characteristics, including but not limited to their colour, race, nationality, ethnic origin, sex, disability, sexual orientation, religion, belief or age in relation to decisions to recruit, train or promote employees? | Answer “Yes” or “No” in column on the right.If you answer Yes, please provide a copy of your relevant policy (if written) or describe the actions that your organisation takes to comply with its statutory obligations.Yes = Pass, where the Tenderer provides a copy of a satisfactory written policy or otherwise assures the Authority via a written statement. If the Tenderer is unable to provide full assurance the Authority reserves the right to consider the response to be a “Fail”. In such circumstances the Tender may not be further considered and may be excluded from the process, at the Authority’s discretion.No = Fail |  |
| In the last three years, has any finding of discrimination been made against your organisation by any court or employment tribunal (in any jurisdiction)?  | Answer “Yes” or “No” in column on the right. If “Yes” please provide details and the action taken to prevent recurrence.**Pass** = “No”, or “Yes” with satisfactory evidence of steps taken to avoid repetition of the same or similar offence(s); or “Yes”, with little or no evidence of steps taken to avoid repetition of the same or similar offence(s) but The Authority does not consider the offence justifies elimination from this procurement exercise; or**Fail** = “Yes” with little or no evidence of steps taken to avoid repetition of the same or similar offences and The Authority considers that the offence(s) justifies elimination from this procurement exercise |  |
| In the last three years has your company been the subject of a formal investigation or judicial proceedings by the Equality and Human Rights Commission (or such equivalent body in the jurisdiction in which you are incorporated or resident) on grounds of alleged unlawful discrimination? If “Yes” please provide details. Organisations providing goods, works or services to, or on behalf of, the Authority must carry out their duties in accordance with UK legislation and take appropriate action to combat discrimination based on the protected characteristics.Information on the Equality Act and Specifically the Public Sector Equality Duty can be found here. <http://www.c2e.co.uk/downloads/Suppliers%20Guide%201_6%20DK%20Print%20C2E%20Jan%202012.pdf> | **Pass** = “No” or “Yes” but The Authority does not consider it appropriate to eliminate the organisation from this procurement exercise on the basis of the evidence presented; or**Fail** = “Yes” and The Authority considers it justifiable to eliminate the organisation from this procurement exercise on the basis of the evidence presented. |  |
| Does your organisation have a policy aimed at avoiding modern slavery in your organisation and your supply chains?  | **Pass** = “Yes”, where a satisfactory written policy is provided to the Authority, or if a policy document is not available but a satisfactory explanation is given describing the approach taken to avoid modern slavery.**Fail** = No policy or satisfactory statement is given and the Authority considers it justifiable to eliminate the organisation from this procurement exercise. |  |

###### Section 13 Company Information

The following questions are **mandatory** and so must be completed by ALL Tendering organisations. NB: Failure to do so may result in the Tender being excluded from the process.

This section is required for information purposes only and will not be scored but completion is required to ensure compliance with the Tender Instructions.

Tenderers are required to complete the following table:

|  |  |
| --- | --- |
| **Description** | **To be completed by the Tenderer** |
| Company Name |  |
| Address (for correspondence) to include telephone and e-mail address together with web site details |  |
| (Where a limited company) Date of registration and registration number  |  |
| Registered Office (if different) |  |
| Address of Head Office  |  |
| If applicant is a member of a group of companies, provide the name and address of Holding Company and enclose a structure diagram to show relationship |  |
| Please indicate Organisation type from the following list and confirm date of registration and company number |  |
| * Public Limited Company
 |  |
| * Limited Company
 |  |
| * Partnership
 |  |
| * Sole Trader
 |  |
| * Charity
 |  |
| * Public Sector
 |  |
| * SME (Small Medium sized Enterprise) ie fewer than 250 employees (please state number of employees)
 |  |
| * Voluntary/Community Sector
 |  |
| * Social Enterprise
 |  |
| * Other (please specify)
 |  |
| Name, position and email address of company representative  |  |
| How long has your Organisation been established? |  |
| Is the Organisation a formal member of a larger trading group of companies? |  |
| Are you applying as the lead part of a consortium? | Yes / No (delete as appropriate. If Yes, please provide further details of the proposed consortium) |
| Name and Address of Bankers |  |

**Section 14 Financial Information**

Tenderers are required to confirm a response to each of the questions set out below. At this stage Tenderers should self-declare (rather than providing the relevant evidence within Tenders).

The winning supplier (and any organisations relied upon to meet the winning supplier's selection criteria) will be required to submit evidence before a contract is awarded.

|  |  |
| --- | --- |
| Question | Response |
| Are you able to provide a copy of your audited accounts for the last two years, if requested?If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes ☐No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes ☐No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐No ☐ |
| (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes ☐No ☐ |
| Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes ☐No ☐ |

|  |
| --- |
| **If you are Tendering as part of a wider group, please provide further details of members of the group below:**  |
| **Name of organisation** |  |
| **Relationship to the Supplier completing these questions** |  |
| Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

Tenderers should note that the Authority will only request a full financial/credit check **in respect of the successful Tenderer** prior to making the contract award decision. The check will be requested from an independent source (e.g. Dun and Bradstreet). In addition the Authority may decide to carry out its own financial analysis based on the information provided and/or seek assurances/clarifications from the potential supplier regarding financial stability.

If after assessment of financial information the finances show an unacceptable level of risk (in the opinion of the Authority), the Authority may decide not to proceed to award the award to the winning Tenderer. In such circumstances, the Authority may decide to award a contract to the next highest scoring Tenderer (or not to award a contract).

**Tenderers are advised to check that the financial information held in respect of their company by Dun and Bradstreet is accurate and up-to-date.**

New companies or non Limited Companies with less than 3 years available figures may be asked to provide further information. The Authority reserves the right to request any other additional financial information as necessary.

**Section 15 Confidential and Commercially Sensitive Information**

Confidential and Commercially Sensitive Information means information that is of a confidential and/or commercially sensitive nature relating to the Tenderer, its IPR or its business or which the Tenderer has indicated to the Authority that, if disclosed by the Authority, would cause the Tenderer significant commercial disadvantage or material financial loss.

If a Tenderer considers any part of its Tender or any other information it submits to be confidential or commercially sensitive, the Tenderer should:

* Clearly identify such information as confidential or commercially sensitive.
* Explain the potential implications of disclosure of such information.
* Provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.

Tenderers should identify (in a table in the format shown below) any information that they believe to be confidential or commercially sensitive and return it with their Tender.

|  |  |  |  |
| --- | --- | --- | --- |
| **Reference to relevant section, page and paragraph numbers in the Tender** | **Why does the Tenderer consider this information to be confidential and/or commercially sensitive?** | **What does the Tenderer consider to be the potential implications of disclosure of such information** | **Estimate of the period of time such information should remain confidential or commercially sensitive** |
|  |  |  |  |
|  |  |  |  |

If a Tenderer identifies that part of its Tender or other information it submits is confidential or commercially sensitive, the Authority will consider withholding this information from publication at its own discretion. Tenderers should note that, even where information is identified as confidential or commercially sensitive, the Authority may be required to disclose such information in accordance with the Freedom of Information Act (FoIA) or the Environmental Information Regulations (EIR).

If a Tenderer receives a request for information under the FoIA or the EIR during the Procurement process, it should be referred to the Authority immediately.