****

**INVITATION TO TENDER**

**For the provision of facilitation of the Race Equality Panel**

**Contract Ref: DN609770 (GMCA 500)**

Return Time & Date: 12 noon on 1st June 2022

Contract Duration: 12 months

with a provision to extend for 1 x 12 month period

**TABLE OF CONTENTS**

[1. Section One – Instructions & Conditions 3](#_Toc29819703)

[1.1 Introduction 3](#_Toc29819704)

[1.2 Instructions to Tenderers 3](#_Toc29819705)

[1.3 Tender Conditions 6](#_Toc29819706)

[1.4 Evaluation Criteria 9](#_Toc29819707)

[2. Section Two – Background/Overview 12](#_Toc29819708)

[2.1 The Project 12](#_Toc29819709)

[2.2 Social Value 12](#_Toc29819710)

[2.3 Modern Slavery Act 2015 13](#_Toc29819711)

**2.4 SME's 13**

**2.5 Information Governance 13**

[3. Section Three - Company and Policy Information 14](#_Toc29819712)

[3.1 Part 1: Potential supplier Information 15](#_Toc29819713)

[3.2 Part 2: Exclusion Grounds 19](#_Toc29819714)

[3.3 Part 3: Selection Questions 22](#_Toc29819715)

[4. Section Four – Requirements/Specification 28](#_Toc29819716)

[5. Section Five – Finance/Pricing Schedule 31](#_Toc29819718)

[6 Section Six – Tender Checklist & Supporting Documents 33](#_Toc29819719)

[6.1 Tender Checklist 33](#_Toc29819720)

[6.2 Supporting Documentation 33](#_Toc29819721)

[7 Section Seven - Form of Tender 34](#_Toc29819722)

[8 Section Eight – Certificate against Canvassing 35](#_Toc29819723)

[9 Section Nine - Non-Collusive Tendering Certificate 36](#_Toc29819724)

[10 Section Ten – Conditions of Contract 37](#_Toc29819725)

# 1. Section One – Instructions & Conditions

## Introduction

GMCA was established on the 8th May 2017 with the aim of providing local people more control over issues that affect their area. It means the region speaks with one voice and can make a strong case for resources and investment. It helps the entire north of England achieve its full potential.

Greater Manchester is one of the country's most successful city-regions. Our vision is to make it one of the best in the world.

We want the region to be more prosperous, better connected, and greener. By 2020 Greater Manchester should be self-reliant: contributing to national wealth rather than needing government help.

Local people will have more job opportunities, and new skills to contribute to, and benefit from, a stronger economy. They'll enjoy better health and a higher quality of life.

Greater Manchester Combined Authority to be referred to as the GMCA, requires the information sought in this Invitation to Tender (ITT) document from suppliers responding to the invitation.

This is a competitive procurement in accordance with the Open Procedure under EU Procurement Directives and implemented in English Law in the Public Contract Regulations 2015 (SI 2015 No.102) and such other UK regulations implementing its provisions as may be made from time to time.

This Invitation to Tender document is issued via The Chest, the North West Procurement portal, and can be accessed using the following link [www.the-chest.org.uk](http://www.the-chest.org.uk).

## Instructions to Tenderers

**Discrepancies, Omissions and Enquiries concerning the Tender Documents**

**Clarification and Queries**

There will not be any negotiations of any of the substantive terms of the Tender Documents. Only clarification queries relating to the Tender Documents will be answered.

Any questions about the procurement should be submitted via the portal no later than: **25th May 2022**.

Telephone or e-mail enquiries will NOT be accepted.

Any clarifications relating to this ITT must be submitted through The Chest portal.

The GMCA will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the response to them on the procurement portal. If a Tenderer wishes the GMCA to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the GMCA the clarification is not confidential, we will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

Should you find discrepancies in, or omissions from the Tender Documents, the GMCA’s Procurement Officer should immediately be notified via the Questions section of the portal

**Circular Advices**

Any clarification by the GMCA prior to the Tender due date will be issued as a Circular Advice to all Tenderers via the portal.

**Study of Tender Documents**

The Tenderer is required to examine all the Tender Documents included in this information pack to obtain a full and clear understanding of the scope of the opportunity, prior to them to submitting a Tender. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender. No claims whatsoever shall be entertained arising out of the Tenderers failure to study the Tender Documents.

**Tender Submission**

Tenderers must complete and return all Sections of this ITT document.

Tenderers must complete and return all of the required information in the tender by the tender return time and date of **12 noon 1st June 2022.**

An electronic Tender submission must be submitted via The portal. The GMCA reserves the right to reject any Tender that fails to comply with the submission requirements set out in this ITT.

Tenderers are advised to keep a copy of their Tender submission for future reference.

The GMCA expressly reserves the right to require a potential supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT.

Please do **NOT** e-mail your tender submission direct to the GMCA, as only responses via the portal will be accepted.

**Electronic Tender Submission via the Portal**

This ITT documentation has been obtained via The Chest portal. If further information is required or if there are any problems using the portal, please contact the Procurement department on Tel: 0161 608 3577, Email: procurement@manchesterfire.gov.uk

Tenderers must complete an electronic submission via the portal. Details of how to do this will be made available to Tenderers on the portal, the address of which is [www.the-chest.org.uk](http://www.the-chest.org.uk)

Tenderers should note that the uploading process when submitting a Tender via the portal may take some time. Tenderers should therefore start this process in sufficient time to allow for the complete uploading of their Tender submission by the tender return time and date, Tenders submitted after the Tender deadline will NOT be accepted.

**Tender Errors and Omissions**

If the GMCA discovers errors or omissions in the Tender, the Tenderer may be required to justify the price/item(s) concerned. Any price adjustments to the Tender made by agreement between the GMCA and the Tenderer shall be confirmed in writing by the Tenderer to the GMCA before final acceptance by the GMCA.

**Procurement Timetable**

Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the GMCA does not intend to depart from the timetable, it reserves the right to do so at any time.

|  |  |
| --- | --- |
| Activity | Date |
| Dispatch of ITT | 29th April 2022 |
| Deadline for receipt Clarification questions  | 25th May 2022 |
| Return of ITT | 1st June 2022 |
| Finalise evaluation and scores | w/c 13th June 2022 |
| Internal Sign off | w/c 20th June 2022 |
| Issue final contract award letter to successful Tenderer | w/c 27th June 2022 |
| Service commencement  | 12th July 2022 |

The GMCA reserves the right to change the above timetable and Tenderers will be notified accordingly where there is a change in the timetable.

The GMCA intends to award the Contract in line with the above timetable and reserves the right to award the Tender at such date or at a later date, or not at all.

The intended duration of the contract is 12 months, with 1x12 month extension pending budget approval.

**Debriefing Sessions**.

The contract award notification will be sent to each Tenderer following a comprehensive evaluation exercise. The GMCA will then inform all Tenderers of the relative advantages and characteristics of their bids in writing.

All requests for additional feedback should be made through the portal. The GMCA does not propose any debrief sessions until after the 10-day standstill period.

**Freedom of Information Act (2000)**

The GMCA is a public authority under the Freedom of Information Act 2000 (the “Act”).

##

## 1.3 Tender Conditions

**Acceptance of Tender**

The Tender shall constitute an irrevocable offer to perform the Service. The successful Tenderer shall conclude a formal Contract with the GMCA, which shall embody the Tenderer’s offer. No Tenderer may consider itself successful unless and until a formal Contract has been signed by a duly authorised representative of each party.

It is clearly understood that the ITT and the submission of the Tender shall not in any way bind the GMCA to enter into a contract with the Tenderer or involve the GMCA in any financial commitment whatsoever in this respect. The Tenderer is also advised that the GMCA do not bind themselves to accept the lowest, or any Tender but at the GMCA’s sole discretion may accept the whole or part of any Tender.

Any acceptance of a Tender by the GMCA shall be in writing and shall be communicated to the Tenderer. Upon such acceptance the Contract shall become binding on both parties and, notwithstanding that, the appointed contractor shall upon request of the GMCA execute a formal Contract in writing in the form of the Contract provided with the Tender Documents.

The Tender shall remain open for acceptance for a period of 6 months from the closing date for the receipt of Tenders.

All documents comprising the Tender must be completed, uploaded and submitted onto the portal by the deadline. Please ensure that all of the required documents are uploaded as incomplete tenders may be rejected.

The following requirements must be adhered to when submitting Tenders:

• The pages of the Tender documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.

• Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the Tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.

• Where documents are embedded within other documents, Tenderers must upload and submit separate copies of the embedded documents.

• The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.

• A table of contents must be provided.

• The Tender must be fully cross-referenced.

• A list of supporting material must be supplied (if requested by the GMCA).

The Tender must be clear, concise and complete. The GMCA reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.

The Tenderer must upload and submit a duly executed Form of Tender (Schedule 7).

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

**Rejection of Tender**

The GMCA may in its absolute discretion refrain from considering or reject any Tender if

* The Tender is incomplete or vague or is submitted later than the prescribed date and time; or
* It is not in accordance with the ITT and all other provisions of the Tender Documents or is in breach of any condition contained in the ITT;

Any Tender in respect of which the Tenderer:

* Has directly or indirectly canvassed any official of the GMCA or obtained information from any other person who has been contracted to supply goods or provide services or works to the GMCA concerning the award of the framework or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer; or
* Fixes or adjusts the prices shown in the Finance Schedule by or in accordance with any agreement or arrangement with any other person; or
* Communicates to any person other than the GMCA the amount or approximate amount of the prices shown in the Finance Schedule except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing; or
* Enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
* Offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person’s proposed Tender, any act or omission; or

Shall not be considered for acceptance and shall accordingly be rejected by the GMCA provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the GMCA or any criminal liability which such conduct by a Tenderer may attract.

**Amendment to Tender Documents**

Should any additions or deletions to the Tender Documents be considered necessary prior to the date for submission of Tenders, these will be issued by the GMCA to Tenderers and will be deemed to then form part of the Tender Documents; the GMCA reserves the right to extend any date for submission of the Tenders accordingly.

If changes occur in relation to the statements set out in the Tender, the applicable Tenderer must promptly notify the GMCA of them. The GMCA reserves the right to disqualify any Tenderer that fails to duly notify the GMCA. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times.

**Tenderers Responsibilities**

A Tenderer shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices and rates as stated in any Finance Schedule contained in that Tender which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its Tender.

The Tenderer is responsible for obtaining all information necessary for the preparation of its Tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a Tender shall be borne by the Tenderer.

**GMCA Representatives**

No person in the GMCA’s employ or other agent, except as so authorised by the Contract Officer, has any authority to make any representation or explanation to Tenderers as to the meaning of the Contract or any other Tender Document or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind the GMCA.

**Confidentiality**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) 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, or for the purpose of obtaining sureties guarantees and quotations necessary for the preparation and submission of the Tender.

As a public body, the GMCA 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.

The GMCA 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 FOIA.

While the GMCA 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 the GMCA in the template provided

Tenderers should be aware that, in compliance with its transparency obligations, the GMCA routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

**Tender Documents**

The documents which constitute the Tender Documents and all copies thereof are and shall remain the property of the GMCA and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the GMCA upon demand.

**GMCA’s Warranties and Disclaimers**

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the GMCA’s criteria and the GMCA may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against the GMCA in respect of such matters and in particular (but without limitation) the GMCA shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the GMCA to the Tenderer in respect of the Service by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the GMCA does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The GMCA does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into any other contractual agreement. Under no circumstances shall the GMCA be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a Tender.

## Evaluation Criteria

The objective of the selection process is to assess the responses to the tenders submitted and to then select a preferred bidder with the intention to appoint, in line with the timetable indicated at Section 1.2 of this document.

The tender evaluation exercise will seek to balance the issues of quality and price to ensure that the bidder chosen offers the best deal for the GMCA.

Upon receipt of formal tenders, the GMCA will be concerned to ensure that there has been full compliance with the ITT documents, and all necessary information has been supplied. The information supplied will be checked for completeness and compliance before responses are evaluated. The GMCA shall not be bound to accept the lowest price of any bid submitted.

**Site Visits -** We reserve the right to conduct a site visit as part of the evaluation process.

**Section 3** is primarily marked using a pass/fail criteria. We want to verify that your organisation:

* Is a legitimate trading organisation;
* Has the required levels of financial standing to effectively undertake the Contract requirements;
* Promotes good practices in areas of employment, health & safety and environmental care & protection. Where requested, policies must be provided for evaluation.

In addition to the information requested, the GMCA will also undertake an independent financial check using a range of financial reports, these may include (but not limited to), Experian, Dun & Bradstreet.

**Sections 4 & 5** will be evaluated on the basis of the most economically advantageous offer to the GMCA.

The evaluation criteria, and the associated weightings, which will be utilised in this assessment are:

|  |  |  |
| --- | --- | --- |
|  | **Score** | **Comment** |
| **Section 3**Company and Policy InformationQuestion 6.4 – scored question on experience | **PASS/FAIL** | Where requested, policies must be provided for evaluation.A minimum score threshold of 3, (3 being a satisfactory response), has been applied to this question.The GMCA will exclude any bidder who scores below the minimum scoring threshold.  |
| **Section 4****Technical Capacity**(sub-weightings)* Values & Core requirements 20%
* Facilitating Partnerships 20%
* Panel Delivery 20%
* Information Governance 10%
* Performance Management 10%
* Social Value 10%
 | **90% weighting** | A minimum score threshold of 3, (3 being a satisfactory response), has been applied to **all** questions.The GMCA will exclude any bidder who scores below the minimum scoring threshold.  |
| **Section 5** **Finance/Price** | **10% weighting** | **Price** – The budget figure of £50,000 has been allocated per annum.The financial assessment will be made on a lump sum for provision of the services as described within this document. The scores will be awarded on the basis of percentage variation between the highest and lowest price with the lowest financial submission receiving the full marks available.  |

**Scoring**

For questions where a maximum of 5 marks are available, the following will apply;

|  |  |  |
| --- | --- | --- |
| **Score** | **Comment** | **Scoring Guidance** |
| 0 | Unsatisfactory | Unable to assess due to lack of evidence/unsatisfactory level of detail provided. The response is non-compliant and little or no relevant information has been submitted. |
| 1 | Poor | An ambiguous response that is not entirely relevant and which insufficiently addresses essential requirements in regard to GMCA/ project specific detail. |
| 2 | Weak | A response that is not entirely relevant and which only addresses some essential requirements in regard to GMCA/project specific detail. |
| 3 | Satisfactory | An acceptable response that broadly addresses the essential requirements with sufficient GMCA/project specific clarity and examples provided. |
| 4 | Good | A good response that addresses all essential requirements with a good level of GMCA/project specific detail. |
| 5 | Excellent | An excellent response which shows a comprehensive understanding of the requirement and includes significant additional benefits beyond the stated requirement |

Where a question requires a Yes/No answer, an answer of “No” may result in the GMCA taking the tender no further, unless it is demonstrated to the GMCA's satisfaction that any amendments/ qualifications are strictly necessary to give effect to any legal, regulatory or compliancy requirements of any related parties. The GMCA reserves the right to reject any such amendments/qualifications if they are deemed by the GMCA not to be strictly necessary or contrary to the principles of the procurement procedure.

A minimum score threshold of 3, (3 being a satisfactory response), has been applied to all questions.

The GMCA will exclude any bidder who scores below the minimum scoring threshold.

# 2. Section Two – Background/Overview

## 2.1 The Project

The Greater Manchester Combined Authority is seeking to provide contract funding for the facilitation of the Greater Manchester Race Equality Panel.

The Greater Manchester Strategy sets out a clear ambition for a place where all voices are heard and where, working together, we can shape our future, and this is reinforced in the principles underpinning the Greater Manchester Model; doing with not to. Greater Manchester (GM) covers the ten local authority areas of Bolton, Bury, Manchester, Oldham, Rochdale, Salford, Stockport, Tameside, Trafford and Wigan.

The Race Equality Panel is one of seven Equality Panels, established to tackle the structural and organizational prejudice and discrimination that causes inequality and injustice in society, through the advancement of equity, fairness and positive relationships in public organisations and the services they deliver.

The Panels:

* **Champion** Greater Manchester’s cultural heritage and history of community inclusion and social justice
* **Advise** the Mayor of Greater Manchester and the Greater Manchester Lead for Ageing and Equalities of the challenges and opportunities faced by people linked to their identity.
* **Constructively challenge** political and system leaders to tackle prejudice and discrimination within their organisations and structures
* **Proactively support** the Greater Manchester Combined Authority (GMCA) and its public, private and voluntary sector partners to develop effective solutions that tackle inequality and increase equity.

**Greater Manchester Race Equality Panel**

1. **Aims and Objectives**

The Aims and Objectives of the Panel are to:

1. eliminate unlawful discrimination, harassment, victimisation (and any other conduct prohibited by the Equality Act 2010 and the Public Sector Equality Duty)
* Public agencies tackle all forms of racism and discrimination within their organisation and the structure they contribute to.
* Public sector bodies are proactive in their approaches to meet their Public Sector Equality Duty
1. Advance equality of opportunity between people who share a protected characteristic and people who do not share it
* The Greater Manchester Strategy tackles inequality and increases equity for ethnic communities.
* The diversity of the public service workforce, including volunteers and senior leadership, is increased.
* Positive role models, particularly in leadership positions, public services, civic society and with the business community are promoted
1. Foster good relations between people who share a protected characteristic and people who do not share it.
* Greater Manchester’s cultural heritage and history of community inclusion and social justice is championed

**The Panel’s current priority thematic areas are Health and Wellbeing, Employment and Skills, Criminal Justice and Education**.

The Panel's membership aims to reflect the diversity of Greater Manchester, with a broad representation across different races and ethnicities, the ten districts, across sectors and other characteristics such as gender and disability. The Panel takes an intersectional approach where appropriate, collaborating with other GM Equality Panels and networks. The Race Equality Panel meets every other month, with activity in thematic groups in between full Panel meetings.

For more information on the Race Equality Panel, and other Equality Panels, visit <https://www.greatermanchester-ca.gov.uk/what-we-do/equalities/>

The contract duration is 12 months, with an option to extend for a further 12 months.

## 2.2 Social Value

GMCA are committed to acting in a socially responsible way and to influencing others with whom we work with to do the same.  In accordance with the Social Value Act 2012 we must consider social value in all our decisions.

As we rebuild our economy in Greater Manchester during and following the crisis caused by COVID-19, it is increasingly important to secure the maximum possible value from every pound of public money that we spend.

This means GMCA will ensure every contract achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and economy, whilst minimising damage to the environment.

GMCA’s Social Value Framework has six priorities as shown in the diagram below. Further information on how suppliers can contribute to each can be found GMCA’s website:

<https://www.greatermanchester-ca.gov.uk/what-we-do/economy/social-value-can-make-greater-manchester-a-better-place/>



**We are committed to and we expect our suppliers to be committed to:**

* + supporting the local economy, including through any sub-contracting;
	+ reducing demand for public services and including appropriate incentives in contracts, such as contract extension opportunities for suppliers who effectively reduce demand;
	+ supporting the community and voluntary sector through our suppliers and contracts;
	+ robust enforcement in cases where suppliers fail to deliver agreed outcomes;
* working positively with suppliers to deliver the maximum possible social value together (e.g. we might offer a supplier discounted use of our buildings in order to enable district-based delivery of services across the region);
* paying our suppliers promptly;
* endorsing / promoting suppliers who engage successfully and positively with our social value approach to procurement;
* upholding and maintaining our ISO14001 environmental management system accreditation;
* consider formally adopting the **Real** **Living** **Wage** as a minimum.

**Evaluated Question**

In order for the GMCA to be satisfied of any prospective bidder’s commitment to supporting us in implementing our Social Value principles, can you please include within your tender submission, a response to the question(s) on Social Value included in the evaluated section of this ITT at 4.2.6.

## 2.3 Modern Slavery Act 2015

As part of Local Government, the GMCA recognises that it has a responsibility to take a robust approach to slavery and human trafficking. In addition to the GMCA’s responsibility as an employer, it also acknowledges its duty to notify the Secretary of State of suspected victims of slavery or human trafficking as introduced by section 52 of the Modern Slavery Act 2015. The GMCA is absolutely committed to preventing slavery and human trafficking in its corporate activities and to ensuring that its supply chains are free from slavery and human trafficking. The GMCA requires that all direct suppliers, service providers and contractors to the GMCA are absolutely committed themselves to preventing slavery within their own activities and through their supply chain which includes manufacturers, and producers.

**2.4 SMEs**

The GMCA is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. Suppliers are encouraged to work with the GMCA to support the wider SME initiative. The link below to the Cabinet Office website provides information on the Government’s Crown Representative for, a link to the definition of an SME and details on the SME initiative <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>

**2.5 Information Governance**

Since the introduction of the GDPR (General Data Protection Regulation) and the updated Data Protection Act in 2018, organisations are now held more accountable for their technical and organisational measures in relation to their security and protection of data, particularly data that identifies individuals (personal data).

When working with new suppliers/providers, the GMCA have a required Data Protection standard which must be evidenced through relevant policies and procedures. As a minimum we would expect your policies and procedures to be up to date with the changes that were made from the previous Data Protection Act 1998, and reflect the key areas of emphasis GDPR introduced, such as; updated data protection principles, reinforced individual rights, an up to date information security policy, data processing procedures and controls, and staff training on all of the above.

More information about the changes of GDPR and what is required from organisations can be found on the ICO (Information Commissioner’s Office) website: <https://ico.org.uk/for-organisations/>

When in application for a tender/ RFQ, you must provide a copy of your policies/procedures or at least direct references to them to evidence the above. Without this, you will not pass the minimum standard we require to consider the rest of your application

# Section Three - Company and Policy Information

**Notes for completion**

1. The “GMCA” means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. 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’. Should you need to provide additional information in response to the questions, please submit a clearly identified appendix.
4. The GMCA recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the GMCA immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The GMCA will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. All sub-contractors are required to complete Part 1 and Part 2[[1]](#footnote-1).
7. For answers to Part 3 -If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The GMCA confirms that it will keep confidential and will not disclose to any third party 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 the authority is under a legal or regulatory obligation to make such a disclosure.

## 3.1 Part 1: Potential supplier Information

Please answer the following questions in full.

|  |  |
| --- | --- |
| Section 1 | Potential supplier information |
| Question number | Question | Response |
| 1.1(a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status 1. public limited company
2. limited company
3. limited liability partnership
4. other partnership
5. sole trader
6. third sector
7. other (please specify your trading status)
 |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number  |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes ☐No ☐N/A ☐ |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes ☐No ☐ |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)1. Voluntary Community Social Enterprise (VCSE)
2. Sheltered Workshop
3. Public service mutual
 |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[2]](#footnote-2)? | Yes ☐No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[3]](#footnote-3) - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[4]](#footnote-4)(Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company: - Full name of the immediate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable)(Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

|  |  |
| --- | --- |
| **Section 1** | **Bidding model** |
| **Question number** | **Question** | **Response** |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | Yes ☐No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. |
| 1.2(a) - (ii) | Name of group of economic operators (if applicable) |  |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. |  |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | Yes ☐No ☐ |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name |  |  |  |  |  |
| Registered address |  |  |  |  |  |
| Trading status |  |  |  |  |  |
| Company registration number |  |  |  |  |  |
| Head Office DUNS number (if applicable) |  |  |  |  |  |
| Registered VAT number |  |  |  |  |  |
| Type of organisation |  |  |  |  |  |
| SME (Yes/No) |  |  |  |  |  |
| The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables |  |  |  |  |  |
| The approximate % of contractual obligations assigned to each sub-contractor |  |  |  |  |  |

 |

**Contact details and declaration**

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation’s suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

|  |  |
| --- | --- |
| **Section 1** | **Contact details and declaration** |
| **Question number** | **Question** | **Response** |
| 1.3(a) | Contact name |  |
| 1.3(b) | Name of organisation |  |
| 1.3(c) | Role in organisation |  |
| 1.3(d) | Phone number |  |
| 1.3(e) | E-mail address  |  |
| 1.3(f) | Postal address |  |
| 1.3(g) | Signature (electronic is acceptable) |  |
| 1.3(h) | Date |  |

## 3.2 Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

|  |  |
| --- | --- |
| **Section 2** | **Grounds for mandatory exclusion** |
| **Question number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |
|  | Participation in a criminal organisation.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Corruption.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Fraud.  | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐No ☐If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐No ☐If Yes please provide details at 2.1(b)  |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,Identity of who has been convictedIf the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes ☐No ☐ |
| 2.3(a) | **Regulation 57(3)**Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes ☐No ☐ |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The GMCA reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

|  |  |
| --- | --- |
| **Section 3** | **Grounds for discretionary exclusion**  |
|  | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |
| 3.1(a) | Breach of environmental obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations?  | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes ☐No ☐If yes please provide details at 3.2 |
| 3.1(j)3.1(j) - (i)3.1(j) - (ii)3.1(j) –(iii)3.1(j)-(iv) | Please answer the following statementsThe organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.The organisation has withheld such information. The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2Yes ☐No ☐If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning) |  |

## 3.3 Part 3: Selection Questions[[5]](#footnote-5)

|  |  |
| --- | --- |
| **Section 4** | **Economic and Financial Standing**  |
|  | **Question** | **Response** |

|  |  |  |
| --- | --- | --- |
| **4.1** | 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 ☐ |
| **4.2** | 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 below: | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 5** | **If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:**  |

|  |  |
| --- | --- |
| **Name of organisation** |  |
| **Relationship to the Supplier completing these questions** |  |

|  |  |  |
| --- | --- | --- |
| **5.1** | Are you able to provide parent company accounts if requested to at a later stage? | Yes ☐No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?  | Yes ☐No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability**  |

|  |  |
| --- | --- |
| **6.1** | **Relevant experience and contract examples**Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract**  |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

|  |  |
| --- | --- |
| **6.2** | Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries) |
|  |  |

|  |  |
| --- | --- |
| **6.3** | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. |
|  |  |

|  |  |
| --- | --- |
| **6.4** | **Mandatory gateway question**How has your organisation been actively involved in the communities of Greater Manchester (or a district of) over the last three years (500 words maximum)**This question is scored - Maximum Points Available 5 with minimum score criteria of 3.** **Scoring 0, 1 or 2 = Fail** **Scoring 3,4 or 5 = Pass** |
|  |

|  |  |
| --- | --- |
| **Section 7** | **Modern Slavery Act 2015:** **Requirements under Modern Slavery Act 2015** |

|  |  |  |
| --- | --- | --- |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐Please provide the relevant url …No ☐Please provide an explanation |

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this. The contents will be reviewed as part of the evaluation process.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions**  |
| **8.1** | **Insurance** |

|  |  |
| --- | --- |
|  | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: **\*Yes / No** **\***please delete above as appropriate.Employer’s (Compulsory) Liability Insurance = £10 millionPublic Liability Insurance = £10 millionProfessional Indemnity Insurance = £5 million\*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |
| **8.2**  | **Health & Safety** |
| **(a)** | Please certify that your organisation has a Health and Safety Policy that complies with current legislative requirements.**\*Yes / No** **\***please delete above as appropriate.Health and Safety Policy attached?**\*Yes / No** **\***please delete above as appropriate |
| **(b)** | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? **\*Yes / No** If your answer to this question is Yes, in a separate appendix, please provide details of any enforcement / remedial orders served and give details of any remedial action or changes to procedures you have made as a result. The GMCA will exclude Applicant(s) that have been in receipt of enforcement/remedial action orders unless the Applicant(s) can demonstrate to the GMCA’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches. |
| **(c)** | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations?**\*Yes / No** **\***please delete above as appropriate. |
| **(d)** | Along with their Health and Safety Policy document, bidders must provide information regarding how they will ensure the health and safety of participants on this project. This must include details of health and safety assessments, work-place risk assessments, accident recording and reporting, how health and safety will be communicated to all relevant parties and the names of the key staff responsible.Information attached?**\*Yes / No** **\***please delete above as appropriate |

|  |  |
| --- | --- |
| **8.3** | **Safeguarding** |
| **(a)****(b)****(c)** | Does your organisation have a Safeguarding Vulnerable Adults policy and procedure?**\*Yes / No** \*please delete above as appropriateSafeguarding policy and procedures attached?**\*Yes / No** \*please delete above as appropriateDo you ensure all staff, associates and sub-contractors employed or engaged in the provision of services who have access to vulnerable adults have undertaken all the necessary checks with the Disclosure and Barring Service (DBS)?\***Yes / No** \*please delete above as appropriate.Do you ensure all staff, associates and sub-contractors employed or engaged in the provision of services who have access to vulnerable adults have up to date knowledge of your Safeguarding Vulnerable Adults policy and procedure and know how to report a concern about the neglect or abuse of a vulnerable adult?\***Yes / No** \*please delete above as appropriate. |
| **8.4** | **Business Continuity** |
|  | As part of the contract implementation, bidders will be asked to supply details of how business continuity arrangements will be implemented and how these requirements will be covered. As part of the contract, GMCA expects bidders to:* Provide robust Business Continuity Plans and Disaster Recovery arrangements for all services
* Provide GMCA with sufficient evidence to demonstrate these are in place
* Regularly test all contingency arrangements, providing relevant evidence and outcomes of tests to GMCA via Programme Office
* Immediately notify GMCA in the event of a business continuity incident or a significant disaster

Business Continuity Plans attached?**\*Yes / No** **\***please delete above as appropriate |
| **8.5** | **Equality and Diversity** |
|  | The Equality Act 2010 legally protects people from discrimination in the workplace and in wider society. It replaced previous anti-discrimination laws with a single Act, making the law easier to understand and strengthening protection in some situations. It sets out the different ways in which it’s unlawful to treat someone.The Service should have simple, streamlined access routes and communications which may need to vary to meet the needs of all participants. Provision must be flexible and be available at appropriate times and locations so as not to increase absence from work, and to secure maximum engagement.Equality and Diversity Policy attached?**\*Yes / No** **\***please delete above as appropriateDoes your company/organisation have a Diversity and Inclusion strategy?**\*Yes / No** **\***please delete above as appropriateIf **yes**, please provide a copy |
| **8.6** | **Quality** |
|  | Please provide details of:* Your quality policy and procedures OR
* your quality attestation registrations (if any; for example under ISO 9001 or equivalent),
* Please also provide details of the person within your organisation who is responsible for quality standards.

Policy document attached?**\*Yes / No** **\***please delete above as appropriate |
| **8.7** | **Complaints** |
|  | Please provide a copy of* Your complaints policy and procedures

Policy document attached?**\*Yes / No** **\***please delete above as appropriate |
| **8.8** | **Information Governance** |
|  | Applicants must demonstrate their adherence to relevant data protection legislation (in-clouding UK GDPR) and their commitment to meeting information governance controls and assurance around the proper use, management, sharing and storage of data.You should evidence your organisation's relevant policies, procedures and processes for evaluating compliance, including (but not limited to) those associated with the headings listed below.If you are relying on an INTERNAL document delete the External option.All documents confirmed below MUST BE PROVIDED as part of your submission. GMCA reserve the right to fail any Applicant who does not submit their policies which will result in them being excluded from the process.DO NOT provide links to documents. Word or PDF versions of the required documents MUST be supplied. This is for the following reasons, i) If our link does not work and you do not respond to the request quickly enough you may be excluded; ii) If you are successful your documents will be retained for the purposes of the Data Protection Impact Assessment for the project you are involved in.If any of your IT services are outsourced, copies of the requested documents should also be provided by your supplier. This MUST be copies of your Supplier’s documents and not extracts or paragraphs of free text. Your below response should identify you are relying on an EXTERNAL document provided by your supplier. The other option of internal should be deleted.  |
|  | **Relevant Information Governance Required** |  **Please Confirm Attached** | **Please indicate which policy / procedure document this is laid out and if necessary the page and section.** |
| (a) | General Organisational Privacy Notice as required under UK GDPR. |  |  |
| (b) | Network and Device Cryptography  |  |  |
| (c) | Network Monitoring  |  |  |
| (d) | Network Firewalls and Malware |  |  |
| (e) | Pre-employment screening checks/vetting  |  |  |
| (f) | Allocation of user access privileges  |  |  |
| (g) | User induction to Data Protection responsibilities |  |  |
| (h) | Rules governing acceptable use of information assets  |  |  |
| (i) | Retention Schedule for all information use by the organisation and the periods they will be held for. |  |  |
| (j) | Storage and destruction |  |  |
| (k) | Secure transmission of personal data on paper or electronically  |  |  |
| (l) | Removable media controls  |  |  |
| (m) | Home and mobile working  |  |  |
| (n) | Data Subject Rights  |  |  |
| (o) | Information Incident management  |  |  |
| (p) | Business continuity management process, including policy and plan. |  |  |
| (q) | Information Commissioner’s Office certificate of fee payment. This will been attached to your confirmation of fee payment. If this is not available, please provide a screen image of your registration.  |  |  |
| (r) | Is your organisation certified to:Cyber Essentials Scheme – Cyber Essentials Plus – ISO 27001 – Any other accreditation – Please list **Please provide copies of all current accreditation certificates.** |
| (s) | Are any of your ICT Suppliers certified to:Cyber Essentials Scheme – Cyber Essentials Plus –ISO 27001 – Any other accreditation – Please list **Please provide copies of all current accreditation certificates.** |
| (t) | Is your organisation:Solely based in the UK. A subsidiary of an organisation based outside of the UK. Exporting any personal data outside of the UK?  |
| (u) | Please state the Name, Title, Address and Email address for your “Data protection” Officer or the individual responsible for operational Data Protection below. |

# 4. Section Four – Requirements/Specification

**4.1 Specification**

The contracted party will facilitate the Race Equality Panel, enabling it to achieve the overarching aims (as set out above), through its specific workstreams.

The contracted party will facilitate the Race Equality Panel in collaboration with GMCA officers, working together in partnership to achieve our shared ambitions of a strong, effective Race Equality Panel, that acts as a bridge between public services and the wider community and contributes to a broad tackling inequalities agenda.

Core requirements of the contracted party are:

Strategic impact

* Lead the delivery of a work programme based on the strategic priorities of the Panel and the shared vision of the Greater Manchester Strategy
* Maintain action plans that manage, monitor and evidence impact in tackling inequality, using appropriate quantitative and qualitative intelligence
* Undertake research and prepare policy briefings, ensuring the Panel uses data, intelligence and insight to inform priority setting and activity
* Work collaboratively with other Equality Panels and networks to enable effective use of resources, tackle intersectional issues and avoid duplication (enabled through a monthly Panel Facilitators meeting)
* Liaise with key stakeholders including the GMCA and partner agencies to ensure positive collaboration and mutually beneficial relationships
* Champion the involvement of people experiencing racial inequalities in policymaking and promote the work of the Panel
* Explore opportunities to secure additional funding for the work of the Panel

Organisational delivery

* Host the Panel, acting as the main contact
* Facilitate in person and virtual meetings, workshops, focus groups and other sessions involving both panel members and wider stakeholders (including residents)
* Provide secretarial and administrative support to the Panel, including its Thematic Groups and other activity
* Provide appropriate resources to coordinate and facilitate the work of the Panel, including thematic groups or other methods
* Facilitate annual election of the Chair and Deputy Chair
* Prepare effective briefings to the Chair, speakers and panel members, before meetings or events

Communication and engagement

* Working with the GMCA Communication and Engagement team, highlight suitable communication and engagement opportunities from the Panel and its workplan, and where required develop a delivery plan to support this activity
* Ensure all communication materials produced conform to GMCA brand guidelines
* Support promotion of the Panel at city-region, regional and national level
* Liaise with GMCA on all media requests of the Panel and its members
* Support the Panel and its members to undertake effective engagement and communication with their networks and communities, enabling public services to gain greater insight to inform policy making
* Work collaboratively with GMCA and partners to strengthen the engagement of people experiencing racial inequalities, ensuring the Panel remains a key element of a coordinated approach

Panel member development

* Recruit and maintain an inclusive and diverse membership, ensuring it is representative of relevant organisations and/or communities, and their skills, knowledge and experiences, from across the city region
* Provide support to Panel members, ensuring their active involvement and tackling any concerns
* Undertake and maintain a skills audit, enabling most effective use of the members and any gaps to be addressed
* Develop and deliver a training and development programme for members
* Enforce the Code of Conduct

Financial management

* Pay and process reasonable travel and other out of pocket expenses incurred through the work of the Panel to its members
* Pay for any additional support required by panel members to enable them to play an active role, for example childcare or accessible material

Transparency and accountability

* Comply with all relevant data protection legislation and regulations
* Comply with all relevant risk assessment and safeguarding legislation and regulations
* Maintain the Code of Conduct and Terms of Refence
* Maintain a database of panel members details

Evaluation

* Deliver a quarterly report to the GMCA on progress as part of contract management arrangements
* Produce an Annual Report for the Race Equality Panel of achievements and recommendations

**4.2 Evaluation Questions**

**Sections 4 & 5** will be evaluated on the basis of **the most economically advantageous** offer to the GMCA.

**Evaluation Stages**

**The evaluation stages are highlighted below**

1. Desktop evaluation of section 3 – All suppliers are required to complete.
2. Desktop evaluation of section 4 – Please complete the evaluation template
3. Pricing Evaluation - Section 5 Pricing submissions.

The evaluation criteria, and the associated weightings, which will be utilised in the technical assessment are:

|  |  |  |
| --- | --- | --- |
| **Question ref** | **Detail** | **% weighting** |
| **4.2.1** | **Values and Core requirements** | **20%** |
| **4.2.2** | **Facilitating Partnerships**  | **20%** |
| **4.2.3** | **Panel Delivery**  | **20%** |
| **4.2.4** | **Information Governance**  | **10%** |
| **4.2.5** | **Performance Management**  | **10%** |
| **4.2.6** | **Social Value**  | **10%** |

Please **do not** copy large documents from websites or use overly complex documents – these will not be evaluated. No appendices or attachments will be reviewed or marked unless specifically allowed for in the question instructions. All attachments should include the question number in the file name.

## 4.2.1 Values & Core Requirements – 20%

What are the core values and experiences of your organisation and how will you embed these in the facilitation of the Race Equality Panel (as set out in the specification)?

|  |
| --- |
| **RESPONSE** |

Maximum Points Available 5

Maximum word count = 2000 words

**4.2.2 Facilitating Partnerships – 20%**

* Please provide detail on how you would engage, manage and facilitate partnerships with public, private, political and voluntary groups from communities experiencing racial inequalities. What has informed the development of your service delivery model
* What you identify as the main challenges of your proposed delivery model and how you intend to overcome them.

|  |
| --- |
| **RESPONSE** |

Maximum Points Available 5

Maximum word count = 2000 words

## 4.2.3 Panel Delivery – 20%

Please describe what processes and procedures you would put in place to ensure the Race Equality Panel members can fulfil their role and responsibilities and engage effectively with people experiencing racial inequalities in Greater Manchester?

|  |
| --- |
| **RESPONSE** |

Maximum Points Available 5

Maximum word count = 2000 words

## 4.2.4 Information Governance – 10%

Use the following 7 Sections to describe in your own words how your organisation deals with each heading. Use this as an opportunity to expand on the content of the policy/procedure documents. Allowing a more in-depth explanation and understanding of how your organisation deals with its data protection responsibilities.

Please ensure you provide as much relevant detail as possible. Please note bidders have a 750-word maximum limit to complete all sections within the Information Governance Question

**ALL sections must be completed, however if you are unable to then please provide a summary of why and what you have in place**

Notes:Bidders may provide the relevant policies to support their response and therefore only provide a summary of their overall approach.

The inclusion of policies and the relevant sections will not count towards your word count.

**i) Governance.**

Describe assignment of Data Protection responsibilities up to Board/Owner level.

|  |
| --- |
| **RESPONSE** |

Maximum word count = 150 words

**ii) Physical Security.**

Described the physical security controls for the premises that you operate from. This should include the premises that house your servers. (If your IT is outsourced this should be provided by your Supplier).

|  |
| --- |
| **RESPONSE** |

Maximum word count = 150 words

**iii) Staff data protection training.**

This should include the following:

* Number of staff (including volunteers) in the organisation.
* Percentage of staff that have passed training in the last 12 months.
* Process if they do not pass after multiple attempts.
* Induction training and frequency of refresher training.

|  |
| --- |
| **RESPONSE** |

Maximum word count = 150 words

**iv) Network Cryptography.**

This should include servers and devices. If not fully explained in policies you will need to provide further details, e.g. is your encryption FIPS Compliant? (If your IT is outsourced this should be provided by your Supplier).

|  |
| --- |
| **RESPONSE**  |

Maximum word count = 150 words

**v) Network Protection.**

This should include the types of Firewalls and Malware services and process that you have in place. (If your IT is outsourced this should be provided by your Supplier).

|  |
| --- |
| **RESPONSE**  |

Maximum Points Available 5

Maximum word count = 150 words

**vi) Network Access.**

If not fully explained in your policies, this should include the process for staff to obtain access. As well as how access is removed. This should include the allocation of privilege access rights (e.g. local administrator, domain administrator, super-user etc) (If your IT is outsourced this should be provided by your Supplier).

|  |
| --- |
| **RESPONSE**  |

Maximum Points Available 5

Maximum word count = 150 words

**vii) Sub-Contractor selection.**

Describe the process that is undertaken with Sub-Contractors to ensure data protection compliance. This should include selection, contracts, training and audits.

|  |
| --- |
| **RESPONSE** |

Maximum Points Available 5

Maximum word count = 150 words

## 4.2.5 Performance Management – 10%

Please describe how you will manage delivery, monitor performance and evidence impact of the Race Equality Panel?

|  |
| --- |
| **RESPONSE** |

Maximum Points Available 5

Maximum word count = 2000 words

**4.2.6 Social Value – 10%**

What Social Value will be provided as part of this contract, in particular in relation to

· Provide the best employment that you can

· Create the employment and skills opportunities that we need to Build Back Better

|  |
| --- |
| **RESPONSE** |

Maximum Points Available 5

Maximum word count = 2000 words

# Section Five – Finance/Pricing Schedule

* 1. Please read carefully the instructions in this section regarding the completion of the Pricing Schedule
	2. Tenderers should ensure that all required costs are included within the Pricing Schedule.
	3. All costs should be completed in pounds STERLING (£), EXCLUSIVE of VAT.
	4. The terms and conditions of GMCA will apply to all orders placed as a consequence of this process.
	5. Settlement terms are 30 days.
	6. Weighted at 10%

***Pricing Schedule example***

|  |  |  |
| --- | --- | --- |
|  | Description of Goods/Services | UNIT COST (excl. V.A.T) **£ : p** |
| 1. |  | £ |
| **2.** |  | £ |
| **3.** |  | £ |
| **4.** |  | £ |
| **TOTAL**  | **£** |

I/We hereby offer to supply the above mentioned services on the GMCA Conditions of Contract Services and confirm that we have read, understood and agree to be bound by the GMCA Conditions of Contract Services for all orders placed as a result of this process.

|  |  |
| --- | --- |
| Signed |  |
| Name (Block Capitals) |  |
| Designation |  |
| For and on behalf of |  |

# Section Six – Tender Checklist & Supporting Documents

## Tender Checklist

|  |
| --- |
| Please confirm that the following information has been included in your Tender response. If the information has not been included, please ensure that the reason why it is not is provided either by the original questions in the Tender Document or below in the space provided. |
| **Section No.** | Document | **Please tick if enclosed** |
| THREE | Company & Policy Information including all policy documents and certificates requested |  |
| FOUR | Response to questions including all required evidence and completion of all requested appendices |  |
| FIVE | Pricing Schedule |  |
| SEVEN | Form of Tender |  |
| EIGHT | Certificate against Canvassing |  |
| NINE | Non-Collusive Tendering Certificate |  |

## 6.2 Supporting Documentation

|  |
| --- |
| Please detail any supporting documentation provided with the Tender response. Each document **MUST** clearly reference the question it related to. |
| Question Number | Details of Document Attached |
|  |  |
|  |  |

# Section Seven - Form of Tender

|  |
| --- |
| **TENDER - For the provision of:-**  Race Equality Panel Facilitation GMCA 500**TO: GMCA*** Having read the Tender Documents relating to the above I undertake and agree as follows:-
* to deliver the required products and/or services on being notified of acceptance of my/our Tender in whole or in part;
* having examined the Tender Documents for the delivery/performance of the above products/services, we offer to deliver/carry out the said products/services in conformity therewith for the sum/sums enclosed in Section 5 of this Tender response;
* that my/our prices will not be divulged to any person, firm or company before the hour and date specified for the return of Tender submissions;
* not to withdraw the offer contained herein nor to refuse to execute or seal a formal agreement within 28 days of being called upon to do so and I/we clearly understand that any failure on my/our behalf to comply with the foregoing provisions may lead to my/our being disqualified from tendering for a minimum period of three years;
* we understand you are not bound to accept the lowest Tender or any Tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender;
* I/we understand and agree that any breach, non-observance or non-performance of the foregoing or any of these entitles the GMCA to cancel any agreement then existing between me/us and to recover from me/us the amount of any loss sustained by users in consequence thereof;
 |
| Signed: |
| Full Name: |
| Duly authorised to sign for and on behalf of:Company Name: | Position Held: |
| Address: | Company stamp: |
|  |
|  |
|  |
| E-mail: |
| Fax No: |
| Mobile No: |
| Tel No: |
| Date: |

# 8 Section Eight - Certificate against Canvassing

|  |
| --- |
| **TENDER FOR** Race Equality Panel Facilitation GMCA 500**TO: Greater Manchester Combined Authority****WE CERTIFY THAT:**We have not canvassed or solicited any Member, Officer or employee of GMCA, in connection with the award of this Tender or any other Tender or proposed award of the Tender for the supply of Goods or Services and that to the best of our knowledge and belief nor has any person employed by us or acting on our behalf has done any such act.We further hereby undertake that we will not in the future canvass or solicit any Member, Officer or employee of GMCA, in connection with this Tender or any other Tender or proposed Tender for the supply of Goods or Services and that no person employed by us or acting on our behalf will do any such act.**IN THIS CERTIFICATE**‘Person’ includes any person or anybody or association.‘Any canvassing or soliciting’ includes any direct or indirect canvassing or any attempts toobtain information by any means. |
| Signed: |
| Full Name: |
| Duly authorised to sign for and on behalf of:Company Name: | Position Held: |
| Address: | Company stamp: |
|  |
|  |
|  |
| E-mail: |
| Fax No: |
| Mobile No: |
| Tel No: |
| Date: |

# Section Nine - Non-Collusive Tendering Certificate

|  |
| --- |
| **TENDER FOR** **YOUTH COMBINED AUTHORITY GMCA 419****TO: Greater Manchester Combined Authority**In recognition of the principle that the essence of tendering is that GMCA shall receive bona fide competitive tenders from all those tendering.**WE CERTIFY THAT:** The tender submitted herewith is a bona fide tender that is intended to be competitive. We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person. We have not done and we undertake that we will not do at any time before the hour specified for the return of the tender any of the following acts: * communicate to a person other than the person calling for this tender the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations required for the preparation of the tender);
* enter into any agreement with any person that they shall refrain from tendering or as to the amount of any tender to be submitted and;
* offer to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender any act or thing of the sort described above.

**IN THIS CERTIFICATE** ‘Person’ includes any person or anybody or association. ‘Any agreement or arrangement’ includes any transaction of the sort described above, formal or informal and whether legally binding or not. |
| Signed: |
| Full Name: |
| Duly authorised to sign for and on behalf of:Company Name: | Position Held: |
| Address: | Company stamp: |
|  |
|  |
|  |
| E-mail: |
| Fax No: |
| Mobile No: |
| Tel No: |
| Date: |

# Section Ten - Conditions of Contract

Please refer to separate attachment at document reference:

**GMCA 419**

1. See PCR 2015 regulations 71 (8)-(9) [↑](#footnote-ref-1)
2. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
3. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
4. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)
5. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-5)