

## **CAPABILITY ASSESSMENT**

## **FOR**

## **RICS-ACCREDITED (APC) TRAINING**

VOA/2020/002

For the VOA

#### 1. CAPABILITY ASSESSMENT SCOPE

1.1. The VOA are exploring the market for the provision of a RICS-accredited Assessment of Professional Competence (APC) training programme for their 21 APC candidates who are pursuing chartered status in Valuation pathway via specialist assessment route and will be sitting their final assessment in November 2020. These candidates are experienced at ratings valuation and regularly inspect and value commercial properties for rating purposes

#### 2. BACKGROUND TO THE AUTHORITY

- 2.1. The Valuation Office Agency (VOA) is an executive agency of her Majesty's Revenue and Customs (HMRC). As the public sector's property valuation experts, we provide valuations and property advice to the government and local authorities in England, Scotland and Wales to support taxation and targeted financial support for families and individuals. The VOA also provide property valuation and surveying services to public sector bodies. Its work includes:
  - compiling and maintaining lists of council tax bands for approximately 26 million domestic properties;
  - compiling and maintaining lists detailing the rateable value of over 2 million commercial properties for business rates;
  - determining Local Housing Allowance rates across England;
  - advising local authorities of the maximum subsidy level payable for Housing Benefit claims under the local reference rent system;
  - maintaining a register of fair rents for regulated tenancies in England;
  - providing statutory valuations to support taxes administered by HMRC and the administration of benefits by the Department for Work and Pensions;
     and
  - providing a range of independent property advice and valuations across the public sector.

2.2. Please see www.voa.gov.uk for further details.

#### 3. BACKGROUND TO THE REQUIREMENT

3.1. The VOA is the one of the largest employer of professionally qualified valuation surveyors in the country. As part of its succession planning strategy, the VOA sponsors a number of existing members of staff to undertake professional qualifications. In order to achieve an inclusive and balanced offering, the VOA sponsors both academic and vocational qualifications.

#### 4. INFORMATION REQUIRED

4.1. The VOA require organisations to submit responses outlining their expertise in delivering an APC training programme and whether they would bid if this tender goes forward by 5pm on 17<sup>th</sup> January 2020

#### 5. SERVICE REQUIREMENTS

#### Must have

- 5.1. Trainer must be RICS accredited and able to take on 21 students at the same time
- 5.2. Experience in achieving APC-success for learners
- 5.3. The training programme must increase competencies in:
  - Inspection and measurement
  - Valuation
  - Development appraisal
  - Landlord and tenant
- 5.4. A mixture of face to face learning along with web-based e-learning
- 5.5. Learners should have unlimited 24/7 access to the e-learning materials which should be comprehensive until their APC completion in November 2020
- 5.6. Learners should have support throughout the training programme from tutors in the subject area who have experience in achieving APC success for learners.
- 5.7. Adherence to ISO 27001 as a minimum

#### Would be useful to have

- 5.8. Each module to include the following learning components
  - E-learning
  - Quizzes which test technical competencies at the end of each module
  - Reading materials
  - Case studies
  - Web/face to face classes
- 5.9. Learners to receive monthly progress reports detailing their progress on the different modules available
- 5.10. Learners to have a dedicated point of contact who can answer queries about the course during working hours, with email responses being received within 4 working day
- 5.11. The course to be at least 6 months long starting in May 2020 and completed by November 2020
- 5.12. Be able to track the progress and achievement of all candidates in real time via a portal or other method. We will explore the possibility of learners accessing the content via a link from our learning management system, which would enable this monitoring

#### 6. CAPABILITY ASSESSMENT TIMETABLE

6.1. Please see the below for the Capability Assessment timetable

| DATE                          | ACTIVITY                                      |
|-------------------------------|---|
| 13 <sup>th</sup> January 2020 | Publication of the Capability Assessment      |
| 13 <sup>th</sup> January 2020 | Clarification period starts                   |
| 12pm midday                   | Clarification period closes                   |
| 17 <sup>th</sup> January 2020 |   |
| 5pm                           | Deadline for a Capability Assessment Response |
| 17 <sup>th</sup> January 2020 |   |

#### 7. CLARIFICATION PERIOD

7.1. Organisations may raise questions or seek clarification regarding any aspect of this Capability Assessment at any time prior to the Clarification Deadline.

- Questions must be emailed to **tenders@voa.gsi.gov.uk** by email before **midday on 17th January 2020** entitled "RICS Accredited Training Capability Assessment Query"
- 7.2. You should send a PDF or read-only electronic copy of your response by e-mail to tenders@voa.gsi.gov.uk, as an attachment to an e-mail message entitled "RICS Accredited Training".
- 7.3. Capability Assessment response to arrive no later than **5pm on 17th January 2020** (unless the date is subsequently amended in writing by the VOA).
- 7.4. Please note that email messages with this title will not be opened in advance of that deadline. No hard copies of the tender are required.

#### 8. COSTS

- 8.1. The Authority will not reimburse any costs incurred by an Organisation (including the costs or expenses of any members of its Group of Economic Operators (if acting as a Lead Contact), Sub-Contractors or advisors) in connection with the preparation and/or submission of the Organization's Capability Assessment response, including (without limit) where:
- 8.2. The Capability Assessment is cancelled, shortened or delayed for any reason (including without limitation, where such action is necessary due to non-compliance or potential non-compliance with the law, including the Regulations);
- 8.3. All or any part of the Capability Assessment is at any time amended, clarified, added to or withdrawn for any reason;
- 8.4. The Organisation and/or its Respondent is disqualified from participation in this Capability Assessment for any reason, including breach of these Terms of Participation.

#### 9. RIGHT TO CANCEL OR VARY THIS CAPABILITY ASSESSMENT

- 9.1. The Authority reserves the right, subject to the rules set out in the Regulations, to:
- 9.2. Change the basis of or the procedures for this Capability Assessment at any time:

- 9.3. Amend, clarify, add to or withdraw all or any part of the Capability
  Assessment at any time, including varying any timetable or deadlines set out
  in the Capability Assessment; and:
- 9.4. Cancel all or part of this Capability Assessment at any stage and at any time.

# 10. RIGHT TO CONFIRM OR REQUEST UPDATED CAPABILITY ASSESSMENT INFORMATION

- 10.1. The Authority reserves the right to require Organisations to confirm that their Capability Assessment response remains accurate at all stages of the Capability Assessment process and/or to request updated Information.
- 10.2. The Authority also reserves the right to specify additional standards or requirements according to their particular requirements.

#### 11. NOTICES TO ORGANISATIONS

- 11.1. Whilst prepared in good faith, the Capability Assessment documents are intended only as a preliminary background explanation of the Authority's activities and plans. Therefore it isn't intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority.
- 11.2. The Capability Assessment documents do not purport to be all inclusive or to contain all of the information that Organisation's may require.
- 11.3. 10.3 Neither the Authority or its advisors, or the directors, officers, partners, employees, other staff, agents or advisers of any such body or person:
- 11.4. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the Capability Assessment documents;
- 11.5. Accepts any responsibility for the information contained in the Capability Assessment documents or for its fairness, accuracy or completeness; or
- 11.6. Shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 11.7. Nothing in the Capability Assessment documents is, or should be, relied upon as a promissory or a representation as to the Authority's ultimate decisions in relation to the Capability Assessment

11.8. The publication of the Capability Assessment documents in no way commits the Authority to award any contract.

#### 12. FREEDOM OF INFORMATION

- 12.1. In accordance with the obligations and duties placed upon public authorities by the FoIA (Freedom of Information Act 2000) and the EIR (Environmental Information Regulations 2004) and in accordance with any Government Code of Practice on the discharge of public authorities' functions under the FoIA all information submitted to the Authority may be disclosed under a Capability Assessment made pursuant to the FoIA and the EIR.
- 12.2. Organisations should note that the information disclosed pursuant to a FolA or EIR request may include, but is not limited to, the disclosure of its Capability Assessment response (including any attachments or embedded documents).
- 12.3. If the Organisation considers any part of its Response or any other information it submits to be confident or commercially sensitive, the Organisations should:
- 12.4. Clearly identify such information as confidential or commercially sensitive;
- 12.5. Explain the potential implications of disclosure of such information taking into account and specifically addressing the public interest test as set out in the FoIA; and
- 12.6. Provide an estimate of the period of time during which it believes that such information will remain confidential or commercially sensitive.
- 12.7. If the Organisation identifies that part of its Response or other information it submits is confidential or commercially sensitive, the Authority in its sole discretion will consider whether or not to withhold such information from publication. Organisations 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 FoIA or the EIR.
- 12.8. The Authority is required to form an independent judgement of whether the Organisation's information referred to in paragraph 11.4 is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. The Authority cannot guarantee that any information

- indicated as being confidential or commercially sensitive by the Organisation will be withheld from publication.
- 12.9. If the Organisation receives a Capability Assessment under the FoIA or the EIR during and in relation to this Capability Assessment, it should be immediately referred to the Authority.

#### 13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. The Capability Assessment issued shall remain the property of the Authority and shall be used by the Organisation only for the purposes of this Capability Assessment.
- 13.2. The Organisation grants the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within its Response for the purposes of carrying out this Capability Assessment; complying with the law and/or any government guidance; and/or carrying out the Authority's business activities. This licence shall also permit the Authority to sublicense the use of the Organisation's Response to its advisers or sub-contractors or other Contracting Bodies for the same purposes.

#### 14. NO INDUCEMENT OR INCENTIVE

14.1. The Organisation acknowledges and agrees that nothing contained within the Capability Assessment shall constitute an inducement or incentive nor shall have in any other way persuaded an Organisation to submit a Response or enter into any other contractual agreement.

#### 15. LAW AND JURISDICTION

- 15.1. Any dispute (including non-contractual disputes or claims) relating to this Capability Assessment shall be governed by and construed in accordance with the laws of England and Wales.
- 15.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Capability Assessment (including non-contractual disputes or claims).

#### 16. CONTACT INFORMATION

| Procurement Lead |                        |  |
|------------------|------------------------|--|
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