

Date: 30 October 2017

- (1) The English Sports Council
- (2) The Coalfields Regeneration Trust

Contract for Services – SE650/1



This Contract is made this 30 day of October 2017

BETWEEN:

- (1) **THE ENGLISH SPORTS COUNCIL** of First Floor, 21 Bloomsbury Street, London WC1B 3HF with registered company number RC000766 ("**Sport England**"); and
- (2) **THE COALFIELDS REGENERATION TRUST** of 1 Waterside Park Valley Way, Wombwell, Barnsley, South Yorkshire, S73 0BB with registered company number 03738566 ("**Supplier**").

WHEREAS:

- (A) Sport England and the Supplier entered into a Framework Agreement for the Provision of Grant Management Services dated 4 February 2016 ("the Framework Agreement").
- (B) The Framework Agreement identifies the services that the Supplier will provide to Sport England ("the Services").
- (C) Sport England wishes to engage the Supplier to provide the Services and the parties agree to enter into a call-off agreement of the Framework Agreement to record this.

IT IS AGREED as follows:

1 Formation Of Contract

1.1 This Contract comprises:

- 1.1.1 this form of agreement, set out in pages 1 to 3 inclusive (the "**Special Conditions**");
- 1.1.2 the Terms and Conditions, set out in Schedule 1 ("**Conditions**");
- 1.1.3 Sport England's Invitation to Tender, set out in Schedule 2;
- 1.1.4 the Supplier's Tender Response, set out in Schedule 3;
- 1.1.5 the Schedule of Services, set out in Schedule 4; and
- 1.1.6 the Schedule of Payment, set out in Schedule 5.

1.2 If there is conflict between any of the Schedules and the Special Conditions, the Special Conditions will take precedence over the Schedules. Where there is a conflict between Schedule 3 (*Supplier's Tender Response*) and Schedule 1 (*Conditions*), Schedule 1 will take precedence over Schedule 3.

2 Definitions And Interpretation

- 2.1 Words and expressions used in this Contract shall, save as otherwise defined or as the context may require have the same meanings as appear in Schedule 1 (*Conditions*).
- 2.2 The Contract shall be interpreted in the manner set out in Conditions 1.2 to 1.6 of Schedule 1 (*Conditions*).

3 Services and Deliverables

3.1 The Supplier agrees to provide the Services and supply the Deliverables, as described in Schedule 4 (*Schedule of Services*), in accordance with Schedule 3 (*Supplier's Tender Response*) and the terms of this Contract.

3.2 Unless otherwise agreed, the Services shall be performed at the Supplier's offices, at the address identified above (the "**Site**").

4 Contract Period

4.1 The Contract shall commence on the date first written above and, subject to early termination in accordance with this Contract, remains in force up to and including 30 June 2018 ("**Term**"). To the extent that any of the Services have already been performed by the Supplier before the Term, such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of this Contract.

5 Contract Price and Payment

5.1 In consideration of the provision of the Services by the Supplier, Sport England shall pay the charges as set out in Schedule 5 (*Fee Arrangements*) in accordance with the Conditions and the terms of Schedule 5.

6 Reviews

6.1 Sport England and the Supplier shall hold review meetings on a quarterly basis throughout the Term (or as otherwise agreed in writing between the parties), the first such review to be held on a date agreed by the parties in December 2017.

6.2 Sport England shall notify the Supplier in advance of each review meeting of any reports or other documents which the Supplier is required to provide prior to the review meeting.

7 Contract Management

7.1 Sport England and the Supplier shall each appoint a Contract Manager. The Contract Manager for each party shall be responsible for the overall relationship and performance of the respective contractual obligations of their represented party to this Contract.

7.2 Sport England may change its Contract Manager at any time on providing notice to the Supplier of such change. The Supplier shall not change its Contract Manager without the prior written approval of Sport England, such approval not to be unreasonably withheld or delayed.

7.3 The Contract Manager for Sport England shall be [REDACTED] or such individual as is notified to the Supplier in accordance with this Clause 7. The Contract Manager for the Supplier shall be Andy Lock or such other individual as is notified to Sport England in accordance with Clause 7.

Execution

The parties hereto have caused this Contract to be executed as of the date first written above.

Signed for and on behalf of
The English Sports Council



Signature

Signed for and on behalf of
The Coalfields Regeneration Trust



Schedule 1
(Sport England Terms and Conditions)

1. Definitions and Interpretation

1.1 In this Contract the following terms shall have the following meanings:

"**Anti-Bribery Requirements**" has the meaning given to it in Clause 24.1.1;

"**Authorised Service Recipient**" means any employee, contractor, agent or representative of Sport England as notified to the Supplier;

"**Change Authorisation Note**" has the meaning given to it in Clause 25.6;

"**Change of Control**" means a change in the identity of the person who has Control;

"**Change Request**" has the meaning given to it in Clause 25.1;

"**Claim**" means any liabilities, regulatory fines, losses, suits, claims, damages, costs and expenses including any legal fees;

"**Confidential Information**" means:

- (a) information, including all Personal Data, which (however it is conveyed) is provided by one party (the "**disclosing party**") to the other (the "**receiving party**") pursuant to or in anticipation of this Contract that relates to the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the disclosing party or:
 - (i) where the disclosing party is the Supplier, any other entity which it directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with; or
 - (ii) where Sport England is the disclosing party, any government department, non-departmental public body or assembly sponsored public body, non-ministerial department or executive agency with which Sport England or the Supplier interacts in connection with this Contract;
- (b) other information provided by the disclosing party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the receiving party's attention or into the receiving party's possession in connection with this Contract;
- (c) discussions, negotiations, and correspondence between a party or any of its directors, officers, employees, consultants or professional advisers and the other party or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(d) information derived from any of the above;

“Contract” means the Order and the Supplier's acceptance of the Order;

“Contract Price” means the price payable by Sport England to the Supplier as specified in the Order;

“Control” means the right to control, directly or indirectly, the activities of a person, whether through ownership or the ability to control the voting powers of shares, the ability to control the board or management of such person or otherwise;

“Custom Materials” means the tailor-made Deliverables (including training documentation and reference manuals, training materials, and other materials in written or electronic form, and discoveries, designs, processes and other work) made or created by the Supplier and/or any member of the Supplier’s Staff, during the course of or in connection with the provision of the Services;

“Data Breach” means any unauthorised and unlawful processing of, accidental loss of, alteration, unauthorized disclosure or access, destruction of or damage to Personal Data;

“Data Processor” shall have the meaning given in the Data Protection Act 1998;

“Data Controller” shall have the meaning given in the Data Protection Act 1998;

“Deliverables” means the documents, products and materials developed or provided by the Supplier or its agents, sub-contractors and employees in relation to the Services;

“Environmental Information Regulations” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

“Equality Act” means the Equality Act 2010;

“FOIA” means the Freedom of Information Act 2000;

“Insolvency Event” means where a person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction;

“Intellectual Property Rights” or **“IPR”** means copyright, patents, trade marks, service marks, design rights, topography rights, database rights, moral rights, rights of confidence, broadcast rights and trades or business names whether registrable or otherwise, (including applications for and the right to apply for registration of any such rights), and any similar rights in any country whether currently existing or created in the future, in each case for their full term, together with any renewals or extensions;

“Non-Custom Materials” means the pre-existing, independently developed, or third party goods and services (including pre-existing, independently developed, or third party prepared courses, training documentation and reference manuals, training materials and other materials

in written or electronic form) provided to Sport England by the Supplier during the course of or in connection with the provision of the Services;

“**Order**” or “**Purchase Order**” means Sport England’s written instruction to buy the Services incorporating these Terms and Conditions and any other written specification detailing the Supplier, the Services, the Contract Price, and where appropriate any Special Conditions;

"**Personal Data**" shall have the meaning given in the Data Protection Act 1998;

"**Process**" shall have the meaning given in the Data Protection Act 1998 and "Processed" and "Processing" shall be construed accordingly;

"**Requests for Information**" a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;

“**Safety Requirements**” means health, safety, fire and environmental requirements (whether legislative or otherwise), codes of practice, guidance and policy;

“**Services**” means the services to be provided by the Supplier under the Contract as set out in the following Schedules:

- (a) Schedule 2 (*Sport England's Invitation to Tender*);
- (b) Schedule 3 (*Supplier's Tender Response*); and
- (c) Schedule 4 (*Schedule of Services*);

“**Special Conditions**” means any amendments or additional conditions specified in the Order;

“**Sport England**” means the English Sports Council of 1st Floor, 21 Bloomsbury Street, London, WC1B 3HF;

"**Sport England Background IPR**" means IPR which is in existence prior to the effective date of this Contract and either owned by or licensed to Sport England;

“**Supplier**” means the person, firm or company identified as such in the Order;

"**Supplier's Staff**" has the meaning given to it in Clause 6.1; and

“**VAT**” means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 In this Contract, unless the context otherwise requires or the contrary intention appears:

1.2.1 headings in this Contract shall not affect their interpretation;

1.2.2 a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.3 a reference to writing or written includes faxes but not e-mail;

- 1.2.4 any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done;
 - 1.2.5 references to Clauses and Schedules are to the clauses of these Terms and Conditions and to schedules of the Contract;
 - 1.2.6 the singular includes the plural and vice versa, and reference to any gender includes the other genders;
 - 1.2.7 references to this Contract or any other agreement or document are to this Contract or such other agreement or document as it may be validly varied, amended, supplemented, restated, renewed, novated or replaced from time to time; and
 - 1.2.8 references to a party to this Contract include a reference to its successors and permitted assigns under this Contract.
- 1.3 If there is any conflict between the Clauses, the Order and the Schedules and/or any annexes to the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- 1.3.1 the Special Conditions;
 - 1.3.2 the Clauses of these Terms and Conditions;
 - 1.3.3 the Schedules (excluding Schedule 3 (*Supplier's Tender Response*) and Schedule 4 (*Schedule of Services*));
 - 1.3.4 Schedule 4 (*Schedule of Services*); and
 - 1.3.5 Schedule 3 (*Supplier's Tender Response*).

2. Application of these Terms and Conditions

- 2.1 Subject to any variation under Clause 25, the terms of the Order shall prevail at all times over all other terms and conditions which the Supplier may purport to apply and to the extent any obligations hereunder have already been performed by either party, then such obligations shall for all purposes be deemed to have been performed in accordance with and subject to the provisions of the terms of the Order.
- 2.2 Each Order shall be deemed to be an offer by Sport England to buy the Services subject to these Terms and Conditions and no Order shall be accepted until the Supplier either expressly, by giving notice of acceptance, or impliedly, by fulfilling the Order in whole or in part, accepts the offer. The Supplier undertakes to deliver the Services in accordance with the Contract. The Supplier shall notify Sport England immediately if it becomes aware of any likely delay in providing the Services.

3. Services

- 3.1 The Supplier shall provide the Services and deliver the Deliverables to Sport England or to any Authorised Service Recipient in accordance with the Order.
- 3.2 The Supplier shall meet any performance dates specified for the Services.

3.3 The Supplier warrants and represents that:

- 3.3.1 it has the experience, qualifications, staff and capability to and will perform the Services with reasonable care and skill to Sport England's satisfaction in accordance with best commercial practices and professional standards and these Terms and Conditions;
- 3.3.2 it has the power to enter into and perform its obligations under the Contract, and its obligations under the Contract constitute its legal, valid and binding obligations enforceable in accordance with its terms;
- 3.3.3 it has, will retain and will keep in force all titles, permits, licences, and certificates necessary for it to perform its obligations and duties under the Contract and shall comply with all applicable laws, rules and regulations relating to the Services including Sport England internal regulations and procedures; and
- 3.3.4 Sport England's receipt, use or possession of the Services or Deliverables or any part of the same in accordance with the terms of the Contract shall not infringe any IPR of any third party.

3.4 The Supplier warrants that:

- 3.4.1 the Services will conform with all descriptions and specifications provided to Sport England by the Supplier;
- 3.4.2 the Services and Deliverables will be provided in accordance with all applicable legislation from time to time in force; and
- 3.4.3 it has, and will continue to have, full legal authority to process the Personal Data and that it will only process the Personal Data strictly in accordance with the terms of this Contract and for the purposes of performing its obligations and exercising its rights under this Contract.

3.5 The Supplier warrants that the Deliverables:

- 3.5.1 shall be Euro Compliant. "Euro Compliant" means that any software, hardware or firmware forming part of the Deliverables will be capable of:
 - (a) performing all functions for more than one currency;
 - (b) complying with all legal requirements now or hereafter (at the time of their becoming law) applicable to the Euro including, but without limitation, the rules on conversion and rounding set out in EC Regulation number 1103/97; and
 - (c) displaying and printing and will (at the time of the enactment of law requiring it to be the case) incorporate in all relevant screen layouts all symbols and codes adopted by any government or any other European Union body or other regulatory authority in relation to the Euro.
- 3.5.2 shall not contain any computer code:

- (a) designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetically disruptions or distortions, the operation of the Services, or any of Sport England's other associated software, firmware, hardware, computer system or network (sometimes referred to as "viruses" or "worms");
- (b) that would disable the Services or impair in any way its operation based on the elapsing of a period of time, exceeding an authorised number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices); or
- (c) that would permit the Supplier or others to access the Services to cause such disablement or impairment (sometimes referred to as "traps", "access codes" or "trap door" devices), or any other similar harmful, malicious or hidden procedures, routines or mechanisms which would cause such programs to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations; and

3.5.3 shall perform in accordance with any relevant specification and/or documentation.

4. Fees and Payment

- 4.1 Sport England shall pay to the Supplier the Contract Price exclusive of VAT (which if applicable shall be applied at the appropriate rate) subject to and in accordance with Clauses 4.2, 4.3, 4.4 and 4.5 below.
- 4.2 The Supplier shall invoice Sport England in accordance with, and at the regularity specified in, Schedule 5 (*Fee Arrangements*) in respect of the Contract Price. The Supplier shall submit invoices to the address specified in the Order and each invoice shall quote the relevant Order number.
- 4.3 Subject to Clause 4.4, Sport England shall pay such sums as are due by 30 days from receipt of the Supplier's invoice, provided that the invoice quotes a valid Purchase Order number and is sent to the address advised on such Purchase Order.
- 4.4 Sport England reserves the right to withhold payment to the extent that the Services have not been provided in accordance with the Contract and shall notify the Supplier accordingly giving reasons for such withholding. Sport England shall only be entitled to withhold that amount indicated as in dispute.
- 4.5 Without prejudice to any other right or remedy, Sport England reserves the right to set off any amount owing at any time from the Supplier to Sport England against any amount payable by Sport England to the Supplier under this contract or any other contract.
- 4.6 Subject to Clause 4.4, if Sport England fails to make an undisputed payment in accordance with Clause 4.2 the Supplier shall be entitled to charge interest from the date specified for payment upon the unpaid amount of the principal sum at the rate of 2 per cent per annum above the Bank of England base rate in force at the time of such failure to make payment until payment of the principal sum is made in full provided that:
 - 4.6.1 the Supplier has given written notice to Sport England that the amount has not been paid, specifying:

- (a) the total amount of interest owed at the date of the notice, and, if the principal sum has not been paid, the daily rate at which the interest will continue to accrue;
- (b) the invoice or invoices to which the interest relates; and
- (c) the addressee to whom and address to which payment should be made; and

4.6.2 in the event that any sum is agreed between the parties or found to be due to the Supplier following the withholding of payment referred to in Clause 4.4 above, Sport England will pay interest on that sum in accordance with Clause 4.6 above from the date on which Sport England should have paid that sum.

4.7 Other than where specifically agreed in the Contract, Sport England shall not be obliged to pay any time or materials charges or expenses to the Supplier in addition to the Contract Price in respect of costs which the Supplier may have incurred in the performance of the Contract. Where the Contract does provide that Sport England shall/may reimburse the Supplier Sport England shall only make such payment to the Supplier if the following conditions are met:

4.7.1 the expenses have been reasonably, properly and necessarily incurred by the Supplier in the performance of the Contract;

4.7.2 the expenses do not exceed those which a Sport England employee of comparable qualifications and position would have been entitled to incur under applicable Sport England staff expense policy guidelines; and

4.7.3 the Supplier has supplied Sport England with proper supporting evidence.

4.8 Where the Supplier is VAT registered the Supplier shall recover VAT on any expenditure incurred in the normal course of its business and shall specify only the net amount of such expenditure in the invoice to Sport England prior to adding VAT thereto at the appropriate rate.

5. Not Used

6. The Supplier's Staff

6.1 The Supplier warrants that it is an independent contractor and that all the personnel it engages to perform the Services shall be deemed to be the Supplier's employees, agents or sub-contractors (or the employees or agents of any sub-contractor as the case may be) (the "Supplier's Staff") and neither the Supplier nor any of the Supplier's Staff shall be employees, agents or partners of Sport England.

6.2 The Supplier shall be solely responsible for all tax liabilities, National Insurance and other contributions or deductions which may be due in respect of himself/herself/itself or the Supplier's Staff and all and any claims which may be made by any member of the Supplier's Staff and the Supplier shall indemnify and keep Sport England indemnified against all and any such liabilities and/or other amounts (including any penalties, costs, expenses and interest) which may be assessed on Sport England by reason of any payment made or Services rendered under or in connection with the Contract.

- 6.3 The Supplier shall ensure that the Supplier's Staff comply with such direction, policies, confidentiality, security, health and safety procedures as are reasonably required by Sport England in relation to the Services provided always that such requirements shall not reduce or amend the Supplier's obligations to supervise, manage, direct and control the Supplier's Staff in accordance with the terms of these Terms and Conditions.
- 6.4 Sport England reserves the right (in addition to its specific rights of exclusion) at any time in its absolute discretion to exclude or remove any of the Supplier's Staff from any Sport England site. In the event of any such removal or exclusion, the Supplier will co-operate with Sport England at its own cost in removing such person and will replace or arrange to replace such person without delay upon the request of, and at no additional cost to, Sport England.

7. Intellectual Property Rights

- 7.1 Any IPR and other rights which may exist in any Custom Material shall automatically vest in Sport England upon creation. The Supplier hereby assigns to Sport England as beneficial owner with full title guarantee free from all encumbrances or (as appropriate) will procure the assignment by any of its employees, agents and sub-contractors, all IPR and other rights in the Custom Material.
- 7.2 The Supplier shall, at its own cost, do everything necessary to assist Sport England in enforcing or protecting any such IPR or other rights in the Custom Material referred to in Clause 7.1, including executing such documents as may be necessary to substantiate, document and protect the rights of Sport England in respect of such IPR.
- 7.3 Sport England grants to the Supplier a fully paid-up, non-exclusive, non-transferable licence during the term of the Contract to copy and modify the Custom Material only to the extent necessary and for the purpose of:
- 7.3.1 providing the Services to Sport England; and
 - 7.3.2 performing the Supplier's other obligations under this Contract,
- and for no other purpose whatsoever.
- 7.4 The Supplier hereby grants to Sport England and its officers, directors, employees, agents and sub-contractors a world-wide, non-exclusive, perpetual, royalty free and irrevocable license to use, reproduce, display, perform, prepare derivative works and distribute copies of Non-Custom Materials for its internal purposes and in the ordinary course of its business in so far as such Non-Custom Materials are incorporated into any Custom Materials or are necessary for the use of the Custom Materials. The Supplier and its licensors shall retain all right, title and interest in IPR in any Non-Custom Materials.
- 7.5 Sport England and its licensors shall retain all right, title and interest in any Sport England Background IPR. Neither the Supplier nor any member of the Supplier's Staff will make any use of Sport England Background IPR except as necessary for the proper provision of the Services and with the prior written consent of Sport England.

8. Intellectual Property Right Indemnity

- 8.1 The Supplier shall defend, hold harmless and indemnify Sport England, its respective officers, directors, employees agents and sub-contractors against all Claims resulting from, arising out of, or in any way connected with its use or possession of the Services, Deliverables or Custom Materials or any part of the same provided by the Supplier in accordance with the Contract

where such possession or use infringes or is alleged to infringe any IPR or contractual rights of any third party or breaches or is alleged to breach any statute or statutory obligation or constitutes or is alleged to constitute a tort actionable by a third party.

ND
8.2
Clause 8.1

In the event that Sport England becomes actually aware of a Claim of the type described in ~~Clause 8.1~~, the parties shall act in accordance with the provisions of Clause 12.2.

8.3 In the event that Sport England's use of the Services, Custom Materials or the Deliverables or any part of the Services, Custom Materials or the Deliverables in accordance with the Contract infringes the IPR or contractual rights of a third party or breaches any statute or statutory obligation or constitutes a tort upon a third party, the Supplier shall, at its own expense:

8.3.1 procure the right for Sport England to continue using the Services, Custom Materials or Deliverables or any part of the same;

8.3.2 make or procure on Sport England's behalf such alterations, modifications, adjustments or substitutions to all or any part or parts of Services, Custom Materials or Deliverables that the same become non-infringing without incurring a diminution in performance or function; or

8.3.3 substitute a non-infringing version of the infringing Services, Custom Materials or Deliverables or the relevant infringing part of the same with versions of equal or better performance as determined by Sport England in its sole discretion.

8.4 Notwithstanding other rights and remedies available to Sport England, in the event that the Supplier is unable to provide any of the alternatives set out in Clause 8.3 within a reasonable time, Sport England may, at its sole option, terminate the Contract immediately whereby the Supplier shall promptly refund to Sport England any prepaid charges or fees relating to the same.

9. Security and Access

9.1 The Supplier shall obtain from Sport England identity cards or entry permits and shall ensure that the Supplier's Staff display these whilst on Sport England premises. The Supplier shall return these cards and/or entry permits to Sport England upon termination or expiry of the Contract.

9.2 Sport England may request and shall be supplied with identification of the Supplier's Staff and may conduct random security checks, including checking the possessions and vehicle(s) of the Supplier and the Supplier's Staff, whilst on Sport England premises.

9.3 Sport England shall at its discretion give to the Supplier by prior arrangement such access to Sport England premises and such general Sport England facilities (for example, catering and sanitary) at Sport England premises as the Supplier may reasonably require to fulfil its obligations under the Contract.

9.4 The Supplier shall upon the request of Sport England grant Sport England such access to the Supplier's premises or such other premises as Sport England may reasonably require for inspection of any Deliverables and/or Sport England equipment and materials provided under the Contract or for any other reason connected with the performance of the Contract.

10. Health and Safety

- 10.1 The Supplier shall comply with all current relevant Safety Requirements including but not limited to those issued by the Health and Safety Executive, the Home Office and those issued by Sport England and notified in writing to the Supplier.
- 10.2 Sport England and the Supplier may agree in writing Safety Requirements in addition to or different from those specified in Clause 10.1. [REDACTED]
- 10.3 Without prejudice to its obligations under Clause 10.1 above, the Supplier shall:
- 10.3.1 upon the request of Sport England, submit and fully co-operate with any safety vetting process required by Sport England and provide a written statement of the Supplier's own Safety Requirements; and
- 10.3.2 assess reasonably foreseeable risks to health and safety (including fire) that may affect Sport England or any third party arising out of or in any way connected with the performance of the Contract, and provide a copy of such assessment to Sport England upon reasonable request, and promptly take all reasonable steps to eliminate or adequately control such risks and shall notify and co-operate with Sport England accordingly.
- 10.4 Sport England shall notify the Supplier of risks to health and safety which are reasonably foreseeable to Sport England and which may affect the Supplier or Sport England arising out of or in any way connected with the activities of Sport England in connection with the Contract, and the Supplier shall have due regard to these.

11. Termination

- 11.1 Sport England may terminate the Contract for any reason by providing 15 days' prior written notice to the Supplier.
- 11.2 Sport England shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract immediately if:
- 11.2.1 the Supplier commits a material breach of any of the provisions of the Contract and:
- (a) the breach is capable of remedy and the Supplier fails to remedy the breach within 30 days (or such shorter period as may be reasonable) of receipt of a written notice specifying the breach and requiring its remedy (in which case Sport England reserves the right to remedy the breach and recover the costs of such breach from the Supplier and terminate the Contract in accordance with this Clause 11); or
- (b) the breach is not capable of remedy;
- 11.2.2 the Supplier undergoes a Change of Control; or
- 11.2.3 the Supplier undergoes an Insolvency Event.
- 11.3 Either party shall have the right at any time by giving notice in writing to the other party to terminate the Contract immediately if the continued performance by one or both of the parties' obligations under this Contract is prevented by reason of any acts, events, omissions or accidents beyond the reasonable control of Sport England or the Supplier, including strikes, lockouts or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental

order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood or storm.

- 11.4 Sport England may only terminate the Contract for a Change of Control pursuant to Clause 11.2.2 within the 6 months following the Change of Control.
- 11.5 The Supplier may terminate this Contract only if Sport England is in material breach of its obligation to pay undisputed fees which are due to the Supplier from Sport England under the Contract following its receipt of a valid invoice in accordance with Clause 4 by giving Sport England at least 90 days' written notice specifying the breach and requiring its remedy.
- 11.6 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Sport England accrued prior to termination.
- 11.7 The following Clauses of this Contract, together with all other provisions of this Contract which are intended to have effect following any expiry or termination of this Contract, shall survive expiry or termination of this Contract to the extent permissible by law: Clause 1 (Definitions and Interpretation), Clause 6.2 (Supplier's Staff), Clause 7 (Intellectual Property Rights), Clause 8 (Intellectual Property Right Indemnity), Clause 11 (Termination), Clause 12 (Indemnities), Clause 13 (Liability), Clause 14 (Insurance), Clause 16 (Confidential Information), and Clause 27 (General).
- 11.8 Upon termination or expiry of the Contract, the Supplier shall promptly deliver up to Sport England at the Supplier's own risk and expense the whole or any part of any Deliverables owned by Sport England, and any Sport England equipment and/or materials, identity cards or entry permits provided or used under the Contract. Sport England shall be deemed to have irrevocably all powers and authority to enter the Supplier's premises or any other premises to recover and remove such items and recover any costs incurred by Sport England in doing so from the Supplier.

12. Indemnities

- 12.1 The Supplier shall defend, hold harmless and indemnify Sport England, its officers, directors, employees, agents and sub-contractors against all Claims resulting from, arising out of, or connected with:
 - 12.1.1 any breach by the Supplier of its obligations under Clauses 3.4.2, 15 and 16;
 - 12.1.2 any breach by the Supplier of the warranty in Clause 22.1.2; and
 - 12.1.3 the Supplier's, or any of the Supplier's Staff or any sub-contractor's breach of the Bribery Act 2010.
- 12.2 Sport England shall give notice in writing to the Supplier of any Claims as soon as reasonably practicable after becoming actually aware of the same and the Supplier shall be given control of such Claim. In the event that the Supplier fails to appoint legal counsel within 10 days after Sport England has notified the Supplier of any such claim, or the legal counsel appointed by the Supplier is in Sport England's reasonable judgement not suitably qualified to represent Sport England, Sport England shall have the right to select and appoint alternative legal counsel and the reasonable cost and expense of the same shall be paid by the Supplier.

13. Liability

- 13.1 Neither party limits or excludes its liability in respect of:
- 13.1.1 any death or personal injury caused by its negligence;
 - 13.1.2 any fraud or fraudulent misrepresentation; or
 - 13.1.3 any statutory or other liability which cannot be excluded under applicable law.
- 13.2 Subject to Clauses 13.1, 13.4 and 13.5, the Supplier's total liability arising under or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to the greater of:
- 13.2.1 £1,000,000; and
 - 13.2.2 150% of the Contract Price.
- 13.3 Subject to Clauses 13.1, 13.4 and 13.5, Sport England's total liability arising under or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence) in contract, tort or otherwise shall be limited to 100% of the Contract Price.
- 13.4 Neither party shall be liable to the other for any indirect or consequential loss arising out of or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).
- 13.5 Neither party shall be liable to the other for:
- 13.5.1 any loss of anticipated savings (whether direct or indirect);
 - 13.5.2 any account of profits (whether a direct or indirect loss); or
 - 13.5.3 any loss of profit or loss of revenue (whether direct or indirect),
- arising out of or in connection with this Contract or any breach or non-performance of it no matter how fundamental (including by reason of that party's negligence).
- 13.6 The parties agree that each of Clauses 13.1, 13.2, 13.3, 13.4 and 13.5 are separate and independent terms of this Contract.

14. Insurance

- 14.1 The Supplier shall arrange and maintain with a reputable insurer adequate public liability insurance and employers' liability insurance which shall each be no less than £5,000,000 and professional indemnity insurance which shall be no less than £2,000,000 with scope of cover appropriate to the Services provided under the Contract in respect of any one claim or incident, for a period of 6 years from the date of this Contract.
- 14.2 The Supplier shall produce to Sport England on demand copies of the insurance policies maintained in accordance with the terms of this Contract, and receipts for premiums required to be paid in relation to such policies.
- 14.3 Where the Supplier engages a sub-contractor, the Supplier shall either ensure that the insurance requirements as specified in Clause 14.1 extend to cover the legal liabilities of the

sub-contractor or that the sub-contractor holds its own insurance of the nature and extent set described in Clause 14.1.

- 14.4 The Supplier shall be responsible for insuring against loss, damage and liabilities to third parties and anyone carried in or on any equipment including without limitation motor vehicles or mobile plant provided by the Supplier to perform the Contract.

15. Data Protection

- 15.1 The Supplier shall and shall ensure that all of its officers, employees, agents and sub-contractors comply and continue to comply in all respects with all current data protection legislation, including the Data Protection Act 1998

- 15.2 If in the reasonable opinion of Sport England, as a result of entering into the Contract, the Supplier becomes a Data Processor and Sport England a Data Controller as defined in the Data Protection Act 1998, then the Supplier shall:

15.2.1 process Personal Data in accordance with the eight Data Protection Principles and, in particular, in order to comply with the Seventh Data Protection Principle, shall, and shall procure that its sub-contractors and any other person within the control of the Supplier, shall:

- (a) process Personal Data only in accordance with lawful instructions from Sport England and will not (i) assume any responsibility for determining the purposes for which and the manner in which the Personal Data is processed or (ii) process the Personal Data for its own purposes;
- (b) at all times: (i) process the Personal Data only for the purpose of providing the Services and in accordance with Sport England's lawful instructions; and (ii) not divulge the whole or any part of the Personal Data to any person, except to the extent necessary for the proper performance of this Contract or otherwise in accordance with Sport England's lawful instructions;
- (c) take reasonable steps to ensure the reliability of any employees who have access to Personal Data;
- (d) take and have in place such technical and organisational security measures against Data Breaches as may be required, having regard to the state of technological development and the cost of any measures, to ensure a level of security appropriate to the harm that might result from such processing, loss, alteration, disclosure, access destruction or damage and the nature of the data to be protected;
- (e) provide an adequate level of protection for Personal Data that it processes on behalf of Sport England in accordance with the requirements of the Data Protection Act 1998. The Supplier will not transfer any Personal Data outside of the European Economic Area unless and until it has taken all such measures and done all such things as Sport England considers necessary to ensure an adequate level of protection for the Personal Data that it will transfer (which may include, without limitation, entering into a data transfer agreement with Sport England on the basis of model contract clauses adopted by the European Commission);

- (f) provide all assistance reasonably required by Sport England to enable Sport England to respond to, comply with or otherwise resolve any request, question or complaint received by Sport England from (i) any living individual whose Personal Data is processed by the Supplier on behalf of Sport England or (ii) any applicable data protection authority;
- (g) immediately notify Sport England in the event of a Data Breach and do all such acts and things as Sport England considers necessary in order to remedy or mitigate the effects of the Data Breach and will continuously update Sport England of developments relating to the Data Breach. In the event that any Personal Data is lost, damaged or destroyed as a consequence of a Data Breach, the Supplier shall promptly restore such Personal Data to the last available backup; and
- (h) grant to Sport England such access as is reasonably necessary to enable Sport England to verify that the Supplier is performing its obligations under this Clause 15; and

15.2.2 only sub-contract processing of Personal Data under this Contract to a third party provided that: (i) the Supplier obtains the prior written consent of Sport England to any such sub-contracting; (ii) the Supplier flows down its obligations under this Clause 14 to protect the Personal Data in full to any sub-contractor it appoints, such that the data processing terms of the sub-contract are no less onerous than the data processing terms set out in this Clause 14; and (iii) the Supplier will remain fully liable to Sport England for the acts, errors and omissions of any sub-contractor it appoints to process the Personal Data.

15.2.3 where applicable, comply with the provisions of the Privacy and Electronic Communications Regulations (EC Directive) (Amendment) Regulations 2011 regarding unsolicited direct marketing.

15.3 If the Deliverables contain Personal Data governed by the Data Protection Act 1998 then the Supplier warrants that such Personal Data was obtained by the Supplier and is supplied to Sport England in compliance with the Data Protection Act 1998 and the Privacy and Electronic Communications Regulations (EC Directive) (Amendment) Regulations 2011.

15.4 Upon termination of this Contract for whatever cause, the Supplier shall return to Sport England upon Sport England's request or destroy upon Sport England's request any copy of the Personal Data in hard copy and/or electronic form.

16. Confidential Information

16.1 Subject to Clause 16.2, each party shall treat all Confidential Information as strictly confidential and shall not disclose Confidential Information to any person.

16.2 A party may disclose Confidential Information if and to the extent:

16.2.1 subject to Clause 17, it is required to be disclosed in accordance with the FOIA;

16.2.2 it is required by law or order of the courts or by any securities exchange or regulatory or governmental body to which such party is subject, wherever situated (whether or not the requirement for information has the force of law);

- 16.2.3 it is disclosed on a necessary basis to the insurers, professional advisers, auditors and bankers of such party;
 - 16.2.4 the Confidential Information has come into the public domain other than by a breach of any obligation of confidentiality; or
 - 16.2.5 with the prior written approval of the other party.
- 16.3 The restrictions contained in this Clause 16 shall continue to apply after the termination or expiry of this Contract (however arising).

17. Freedom of Information

- 17.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information.
- 17.2 The Supplier acknowledges that Sport England is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with Sport England to enable Sport England to comply with its information disclosure obligations.
- 17.3 The Supplier shall and shall procure that any of its sub-contractors involved in the provision of the Services shall:
- 17.3.1 transfer to Sport England all Requests for Information that it receives as soon as practicable and in any event within 2 working days of receiving a Request for Information;
 - 17.3.2 provide Sport England with a copy of all information in its possession or power, in the form that Sport England requires within 5 working days (or such other period as Sport England may specify) of Sport England's request; and
 - 17.3.3 provide all necessary assistance as reasonably requested by Sport England to enable Sport England to respond to the Request for Information within the time for compliance in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 17.4 Where the Supplier considers that any information it has provided to Sport England is exempt from disclosure under the FOIA, it must tell Sport England and refer to the relevant exemption and give reasons why it is so exempt.
- 17.5 Notwithstanding Clause 17.4, Sport England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA and/or the Environmental Information Regulations.
- 17.6 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for Sport England to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the contract, to the general public.
- 17.7 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by Sport England.

18. Assignment and Sub-contracting

- 18.1 The Supplier shall not without the prior written consent of Sport England assign or sub-contract any of its rights or obligations under the Contract to any third party.
- 18.2 The Supplier shall remain fully responsible and liable to Sport England for all acts and omissions of its sub-contractors.

19. Good Faith

- 19.1 The Supplier shall act in good faith at all times and shall neither bring Sport England into disrepute or offend the community or public morals and shall at all times throughout the Contract respect public conventions and morals. The Supplier shall not make any reference to Sport England in any advertising, promotional or published material, nor speak in public about Sport England or its affairs without the prior written consent of Sport England.

20. Information Provision

- 20.1 If requested by Sport England, the Supplier shall provide evidence of compliance with any of its obligations under the Contract.

21. Equal Opportunities Requirements

- 21.1 The Supplier shall:

21.1.1 comply with all current relevant anti-discriminatory legislation (including all legislation relating to race relations, equal pay, fair employment and disabled persons employment and the minimum wage);

21.1.2 at Sport England's option, where the Supplier employs more than 100 individuals and its registered office is in the United Kingdom, the Supplier shall provide a written statement of the Supplier's equal opportunities policy and an adequate explanation of how the policy will be effected over time upon written request from Sport England;

21.1.3 use all reasonable endeavours to adhere to the current relevant codes of practice published by the Equality and Human Rights Commission, the Department for Work and Pensions and the Equality Commission for Northern Ireland.

22. Disability Discrimination

- 22.1 Where the Supplier provides Deliverables directly to the public or a section of the public and is therefore a "provider of services" for the purposes of Part III of the Equality Act, the Supplier, with respect to the Deliverables:

22.1.1 shall comply with all the relevant provisions of the Equality Act; and

22.1.2 warrants that the Deliverables shall comply with the Equality Act at no additional expense to disabled persons or Sport England.

23. Prevention of Corruption and Fraud

- 23.1 The Supplier shall not offer or give, or agree to give, to Sport England or any other public body or any person employed by or on behalf of Sport England or any other public body any

gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with Sport England or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

- 23.2 The Supplier warrants that it has not paid commission or agreed to pay commission to Sport England or any other public body or any person employed by or on behalf of Sport England or any other public body in connection with the Contract.
- 23.3 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors in connection with receipt of monies from Sport England.
- 23.4 If the Supplier, its officers (including its shareholders, members and directors), employees, agents, suppliers and sub-contractors or anyone acting on behalf of the Supplier engages in conduct prohibited by Clauses 23.1 and 23.3 Sport England may terminate the Contract.

24. Anti-Bribery

24.1 The Supplier undertakes to Sport England that it:

24.1.1 will fully comply with, and will procure that all sub-contractors and the Supplier's Staff fully comply with:

- (a) the Bribery Act 2010; and
- (b) Sport England's fraud and anti-bribery policy so far as it relates to the Supplier (as amended from time to time).

(the "**Anti-Bribery Requirements**");

24.1.2 will not do, or omit to do, any act that will cause Sport England to be in breach of the Anti Bribery Requirements;

24.1.3 has in place, and shall maintain in place throughout the term of this Contract, policies and procedures to ensure compliance with the Anti-Bribery Requirements and will enforce them where appropriate. At Sport England's request, the Supplier will disclose such policies and procedures to Sport England;

24.1.4 will make it clear to those providing services for the Supplier, including the Supplier's Staff and sub-contractors, that the Supplier does not accept or condone the payment of bribes on the Supplier's behalf.

25. Change Control

25.1 At any time, Sport England or the Supplier may request changes to any part of the Contract or the Schedules, including additions, deletions or other amendments by way of written notice specifying the nature of such changes to the other party (a "**Change Request**").

- 25.2 Following the receipt of a Change Request by either party, the Supplier shall submit a written estimate to Sport England as soon as reasonably practicable (and in any event within 10 working days) specifying:
- 25.2.1 the impact of implementing the proposed change or changes on the Services;
 - 25.2.2 whether any new third party contracts would need to be entered into by the Supplier as part of the proposed change or changes;
 - 25.2.3 any material changes which will be required to the Contract as part of the proposed change or changes;
 - 25.2.4 any impact on the Contract Price;
 - 25.2.5 its reasonable additional costs required to implement the proposed change or changes; and
 - 25.2.6 the cost savings or cost reductions resulting from the proposed change or changes, (the "**Impact Notice**")
- 25.3 The Supplier shall investigate the impact of implementing the proposed change or changes and prepare the Impact Notice at no charge to Sport England.
- 25.4 After receipt of an Impact Notice by Sport England, it shall decide in its absolute discretion whether to:
- 25.4.1 accept the Impact Notice, in which case the parties shall follow the procedure set out in 25.6; or
 - 25.4.2 withdraw or reject the proposed change in which case the Contract shall continue in force unchanged.
- 25.5 The Supplier shall, acting reasonably, have the right to reject a change requested by Sport England, in which case the Supplier shall notify Sport England specifying the reasons for its rejection within 10 working days of receiving a Change Request.
- 25.6 If Sport England accepts the Supplier's Impact Notice pursuant to Clause 25.4.1, the Supplier shall prepare two copies of a document setting out the agreed changes in full (the "**Change Authorisation Note**") as soon as practicable after receiving notice of Sport England's approval of the Impact Notice, which it shall sign and deliver to Sport England for its signature. Following receipt by Sport England of a valid and accurate Change Authorisation Note, Sport England shall sign both copies and return one copy to the Supplier.
- 25.7 Following signature of a Change Authorisation Note by both parties, the Contract shall be deemed to be varied accordingly.
- 25.8 Until a change is formally agreed in writing and signed by the parties in accordance with this Clause 25, the Supplier shall continue to perform its obligations under the Contract as if the change had not been proposed.

26. Notices

- 26.1 Any notice required to be given pursuant to the Contract shall be in writing, addressed to:

26.1.1 where such notice is sent by the Supplier, the nominated individual as notified by Sport England to the Supplier from time to time or in the absence of Sport England nominating such an individual, Sport England's Head of Legal Services; or

26.1.2 an authorised official of the Supplier (as notified by the Supplier to Sport England) where such notice is sent by Sport England.

26.2 Notices shall be sent either by hand, by prepaid recorded delivery or registered post or by prepaid first class post to the relevant address specified in the Order, or by fax confirmed by first class post to Sport England or the Supplier at the relevant address specified in the Order, and any such notice shall be deemed to have been received by the addressee at the time of delivery or, in the case of prepaid first class post, two days after posting.

27. General

27.1 The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement of any such right at any time(s) thereafter, as a waiver of another or constitute a continuing waiver. Each right or remedy of a party under this Contract is without prejudice to any other right or remedy of that party under this Contract or at law.

27.2 Nothing in the Contract shall be deemed to constitute either party as the agent of the other or create a partnership or joint venture between the parties and the Supplier shall have no power to bind Sport England or to contract in the name of or create a liability against Sport England in any matter whatsoever.

27.3 Any amendment or variation to the Contract shall have no effect unless expressly agreed in writing and duly executed by or on behalf of both parties.

27.4 If any provision of this Contract is declared by any competent court or body to be illegal, invalid or unenforceable under the law of any jurisdiction, or if any enactment is passed that renders any provision of this Contract illegal, invalid or unenforceable under the law of any jurisdiction this shall not affect or impair the legality, validity or enforceability of the remaining provisions of this Contract.

27.5 Without prejudice to the rights of either party in respect of actions relating to fraud (including fraudulent misrepresentation) the Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.

27.6 This Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to the Contract.

27.7 This Contract and any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Schedule 2
(Sport England's Invitation to Tender)





Invitation To Tender (ITT)

For

Grants Programme Assessment Support

Via

Grant Management Support Framework: SE650

Table of Contents

Section 1: Introduction	3
Section 2: Sport England.....	3
Section 3: Instructions to Tenderers	3
Section 4: Evaluation Approach	9
Section 5: Award of Contract	11
Section 6: Specification	11
Section 6: Specification Compliance.....	17
Section 7: Technical Response Requirements.....	18
Section 8: Commercial Response Requirements.....	20
Schedule 1: Form of Tender.....	21
Schedule 2: Collusive Tendering	22
Schedule 3: Canvassing	23

Section 1: Introduction

Sport England as the contracting authority is tendering for the supply of Grants Programme Assessment Support via the Grant Management Support Framework (SE650). Sport England is seeking through this tendering process to award a contract to provide these Services for a term of 6 months with a possible 2 month extension.

This invitation to tender does not form a contract between Sport England and the Bidder. Sport England reserves the right to accept or reject any tender and to annul the tender process and reject all Bidders at any time prior to award of contract without incurring any liability to the affected Bidders. Sport England reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

Section 2: Sport England

We're striving for an active nation where everyone can take part in sport or activity, regardless of age, background or ability.

That might be through traditional team sports like rugby and netball. But it could just as easily be a gym workout or going for a run. Being active is a key part of maintaining physical and mental wellbeing. And it also benefits local communities through economic and social regeneration.

As well as supporting people who already enjoy regular sport, we're also fighting to get people who are less active exercising more regularly. Groups that are traditionally less active – disabled people, some ethnic groups, women and parts of the LGBTQ community – are a core focus of our work.

We also support talented athletes who show elite potential in their chosen sport, and our ambition is to open up these opportunities to people from all background.

As a government body, we also invest in and provide expertise in creating superb sporting facilities across the nation.

Find out more at www.sportengland.org.

Section 3: Instructions to Tenderers

1. General

- 1.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 1.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
- 1.3. All material issued in connection with this ITT shall remain the property of Sport England and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Sport England or securely destroyed by the Tenderer (at Sport England's option) at the conclusion of the procurement exercise.
- 1.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5. The Tenderer shall not make contact with any other employee, agent or consultant of Sport England who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Sport England.
- 1.6. Sport England shall not be committed to any course of action as a result of:
 - 1.6.1. Issuing this ITT or any invitation to participate in this procurement exercise

- 1.6.2. An invitation to submit any Response in respect of this procurement exercise
- 1.6.3. Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise
- 1.7. Tenderers shall accept and acknowledge that by issuing this ITT Sport England shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 1.8. Sport England reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

2. Presentations

- 2.1. As part of the tender evaluation process Tenderers may be invited to a meeting or to give a presentation in support of their bid. Please be advised that Sport England is intending to hold these meetings or presentations on the 27th January 2017. Tenderers are required to confirm their attendance in their response.

3. Confidentiality

- 3.1. Tenderers shall at all times treat the contents of the ITT and any related as confidential, save in so far as they are already in the public domain.
- 3.2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
- 3.3. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
- 3.4. Tenderers shall not undertake any publicity activity within any section of the media.
- 3.5. Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that one or more of the following applies:
 - 3.5.1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer
 - 3.5.2. The Tenderer obtains the prior written consent of Sport England in relation to such disclosure, distribution or passing of Information
 - 3.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement
 - 3.5.4. The Tenderer is legally required to make such a disclosure
- 3.6. In paragraph 3.5, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.7. Sport England may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. Sport England also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

4. Freedom of Information

- 4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), Sport England may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Sport England.

- 4.2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
- 4.2.1. Explain the potential implications of disclosure of such information
 - 4.2.2. Clearly identify such information as commercially sensitive
 - 4.2.3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.3. Where a Tenderer identifies information as commercially sensitive, Sport England will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, Sport England may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Sport England is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, Sport England cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.4. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Sport England and the Tenderer should not attempt to answer the request without first consulting with Sport England.

5. Tender Validity

- 5.1. Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

6. Timetable

- 6.1. Set out below is the proposed procurement timetable. This is intended as a guide and whilst Sport England does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
10 th January 2017	ITT to be issued
13 th January 2017	Closing Dates for Questions: to be submitted by 12:00 midday.
20 th January 2017	Closing date and time for receipt of responses to ITT: by 12:00.
24 th January 2017	Evaluation of ITT responses completed
26 th January 2017	Provisional date for supplier presentations
27 th January 2017	Notification of award

7. Contact Details

The person responsible for this procurement and their contact details are:

Procurement Contact	
Telephone Number	
Email Address	
Postal Address	

- 7.1. All communications should, in the first instance, be transmitted via email to



8. Preparation of Tender

- 8.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Sport England, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 8.2. Tenderers are required to complete and provide all information required by Sport England in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead Sport England to reject a Tender Response.
- 8.3. Sport England relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 8.4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by Sport England or their advisers and representatives. Tenderers should notify Sport England promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

9. Submission of Tenders

- 9.1. Tenders must be submitted in the form specified in the Form of Tender instructions at Schedule 1. Failure to do so may render the Response non-compliant and it may be rejected.
- 9.2. Sport England may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.
- 9.3. Tenderers must send their tender responses via email to [REDACTED] no later than no later than 12:00 noon on 20th January 2017. Tenders received after that time may not be accepted.
- 9.4. The Tender and any documents accompanying it must be in the English language.

10. Canvassing

- 10.1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Sport England concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

11. Disclaimers

- 11.1. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 11.2. Neither Sport England, nor their advisers, nor their directors, officers, members, partners, employees, other staff or agents:
 - 11.2.1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT
 - 11.2.2. Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them 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

11.3. Any persons considering making a decision to enter into contractual relationships with Sport England following receipt of the ITT should make their own investigations and their own independent assessment of Sport England and its requirements for the services and should seek their own professional financial and legal advice.

11.4. Any Contract concluded as a result of this ITT shall be governed by English law.

12. Collusive Behaviour

Any Tenderer who:

- 12.1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party
- 12.2. Communicates to any party other than Sport England the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security)
- 12.3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender
- 12.4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted
- 12.5. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission

shall (without prejudice to any other civil remedies available to Sport England and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

13. No Inducement or Incentive

- 13.1. The 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 a contractual agreement.

14. Queries Relating to Tender

- 14.1. All requests for clarification about the requirements or the process of this procurement exercise should be made via email to [REDACTED]
- 14.2. Sport England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 14.3. In order to ensure equality of treatment of Tenderers, Sport England may publish the questions and clarifications raised by Tenderers together with Sport England's responses (but not the source of the questions) to all participants.
- 14.4. Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if Sport England at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and Sport England's response, Sport England will:
 - 14.4.1. Invite the Tenderer submitting the query to either declassify the query and allow the query along with Sport England's response to be circulated to all Tenderers
 - 14.4.2. Request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 14.5. Sport England reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

15. Amendments to Tender Documents

- 15.1. At any time prior to the deadline for the receipt of Tenders, Sport England may modify the ITT by amendment. Any such amendment will be issued by Sport England to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tenders, Sport England may, at its discretion, extend the Deadline for receipt of Tenders.

16. Late Tenders

- 16.1. Any Tender received at the designated point after 12:00 noon on 20th January 2017 may be rejected.

17. Proposed Amendments to the Contract by the Tenderer

- 17.1. The form of Contract will be in accordance with the terms and conditions of the Grant Management Support Framework (SE650).

18. Modification and Withdrawal

- 18.1. Tenderers may modify their Tender prior to the Deadline by giving notice to Sport England in writing or via electronic submission via email to [REDACTED]
- 18.2. No Tender may be modified subsequent to the Deadline for receipt.
- 18.3. The modification notice must state clearly how Sport England should implement the modification.
- 18.4. Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing and sent to Sport England via email to [REDACTED]

19. Right to Reject/Disqualify

Sport England reserves the right to reject or disqualify a Tenderer where:

- 19.1. The Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of a serious misrepresentation in supplying any information required in this document
- 19.2. The Tenderer is guilty of serious misrepresentation in relation to its Tender
- 19.3. There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

20. Right to Cancel, Clarify or Vary the Process

Sport England reserves the right to:

- 20.1. Amend the terms and conditions of the Invitation to Tender process
- 20.2. Cancel the evaluation process at any stage
- 20.3. Require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

Section 4: Evaluation Approach

1. Introduction

- 1.1. The Tender process will be conducted to ensure that Tenders are evaluated fairly. Sport England will award a contract to the Bidder whose tender has been determined as the Most Economically Advantageous Tender (MEAT) based upon the requirements as set out in the specification and scored in accordance with the award criteria. All proposals will be subject to an evaluation on the basis of the award criteria and weightings set out in this ITT.

2. Tender Evaluation

2.1. Tenders received that are deemed complete will be evaluated according to the following parts. Tenderers' responses and presentations will be evaluated against the Technical and Commercial criteria and weightings shown in the table below:

Scoring Criteria		
Criterion		Weighting
Section 7	Technical	60%
Section 8	Commercial	40%

Technical Evaluation

2.2. Responses to each criterion (Except Commercial) above will be allocated a score based on the methodology contained below.

Assessment	Score	Interpretation
Added Value	100%	Evidence fully meets the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	The evidence demonstrates that the requirement(s) is fully met to an acceptable standard
Minor Reservations	50%	Evidence provided shows that the requirement(s) is met but MINOR reservations exist about the quality or extent of the evidence provided
Major Reservations	20%	Evidence provided shows that the requirement(s) is partially met but MAJOR reservations exist about the quality or extent of the evidence provided. The response lacked detail with regard to how all requirement(s) will be delivered to an acceptable standard.
Unacceptable	0%	Failed to demonstrate or provide evidence of an ability to meet the requirement(s).

2.3. Each member of the evaluation team will allocate a score between 0-100% for each answer. The scores will then be subjected to a moderation process to reach a final score for each Tender response.

2.4. The scoring weightings for each question in the Technical Response are shown below:

Ref No.	Question	Weighting %
7.1	Your approach to the provision of the services	20 %
7.2	Experience in application assessment and grant management	10 %
7.3	Ability to apply sector knowledge to assessment recommendations	20 %
7.4	Ability to work flexibly to achieve challenging deadlines	10 %
Total	Technical Response	60%

Commercial Evaluation

2.5. Priced submissions to Section 8 should be fully inclusive (Ex VAT & in GBP), fixed, current and not subject to variation. Price is defined as the total contract value, which includes the cost of the services over the term of the contract plus any transition costs including TUPE and associated delivery/collection costs. [Please delete as necessary].

2.6. Arithmetic in tenders will be checked and if any errors are found, the Tenderer will be notified and requested to confirm or withdraw the tender. If rates, rather than an overall price, are stated within the tender, an amended tender price may be requested to accord with the rates.

2.7. Price elements of Tender responses will be evaluated against the lowest tender price. The method for calculating the final weighted score for price is as follows:

2.8. Best (lowest) price receives the maximum score available as per 3.2; the remaining submissions receive a score pro-rata to the best price using the following calculation:

$$\text{Price Score} = (\text{TL} / \text{TT}) \times 100$$

Where: TL = Lowest Tender Price

TT = Actual Tender Price

3. Post Tender Clarification

3.1. The Authority may at its discretion seek (or choose not to seek) clarification of any information contained in Tenders from bidders during the evaluation period. It is the responsibility of the bidder(s) from which clarification is sought to provide the requested information within the time specified by the Authority when the request for clarification is made. If a bidder does not supply the requested information within the time specified, the Authority may:

3.1.1. Disqualify the bidder's Tender (for example, where it relates to a 'pass-fail' question, or other information essential to the integrity of the overall Tender is omitted); or

3.1.2. Otherwise disadvantage it (e.g. award a lower score).

3.2. Post Tender clarification will be via the email address [REDACTED]

3.3. A decision by Sport England not to seek clarification from a bidder on a particular matter in its Tender should not be inferred by that bidder that Sport England are satisfied with the Tender.

4. Final Evaluation Score

4.1. The final weighted score obtained by each Tenderer for Technical and Commercial questions will be added to achieve the bidder's overall Final Evaluation Score. Tenderers will be ranked in respect of their evaluation score from highest to lowest. The Tenderer with the highest final evaluation score will be identified as the most economically advantageous.

Section 5: Award of Contract

1. Notification

1.1. All Tenderers will be notified of Sport England's award decision as soon as possible after the decision is made. Notifications will include details of:

1.1.1. The score of the Tenderer

1.1.2. The name of the successful Tenderer

1.1.3. The score for the successful Tenderer

Section 6: Specification

1. Introduction

- 1.1. Following the launch of Sport England's new strategy in June 2016, there is now a high level of activity in the preparation of the funding programmes that will drive the strategy forward. Sport England wishes to contract external resource to undertake Programme Assessment and Project Management services on three of the current work areas, specifically to underpin grants management activity.

2. Objectives

- 2.1. To provide assessment and individual project development support to the Community Asset Fund, led by the Facilities and Planning Directorate, which launches January 2017. The fund will initially make available £7.5m and expects to make awards of £5,000-£150,000 to community organisations for facility development. It is expected to attract a high volume of applications and many projects will go on to receive greater development support than our previous Inspired and Protecting Playing Field programmes. Resource is required for the assessment of applications and potentially project development support visits. .
- 2.2. To provide stage 1 assessment and peer review support for the Active Ageing open funding programme opening 14 December 2016, The fund will invest £10m into projects in a range from £50,000-£500,000 that look to tackle inactivity. The programme will look for a balanced portfolio of larger and smaller value projects, as well as some strong concepts in need of development and some ready to deliver.
- 2.3. To provide full assessment and peer review support for the Sport for Development, social outcomes focused funding programme led by the Community Sport Directorate. The programme will take a similar approach to the Active Ageing process described in 2,2 but will invest £3m and is currently scheduled to launch February – March 2017.

3. Approach

- 3.1. Each funding programme is in its final development stage but each will have specific criteria and bespoke applications based on a two-stage process (Expressions of Interest followed by detailed submission) each followed by a peer review and decision communication to applicants. There will also be the possibility of interviews, presentations and project visits incorporated in stage two assessments and project development in some specific cases. At the root of each approach is a simplified application process and desire for genuine customer focus, along with the aim of identifying the strongest projects in achieving each programme's outcomes.

4. Deliverables

- 4.1. The deliverables are likely to include (but not exhaustive)

Active Ageing Fund

- 4.2. Attend an assessment training day at Sport England offices in London on 5th February 2017
- 4.3. Assessment of an anticipated 500 Stage 1 'Expression of Interest' forms between 13th February and 23rd March 2017 and make recommendations against set criteria. (**N.B.** This is a predicted number of applications based on Round one of Get Healthy, Get into Sport which received a similar number of EOI's.)
- 4.4. Present assessments to a peer review panel chaired by Sport England, including representation from industry experts at the end of March 2017

4.5. Communication of stage 1 decisions to applicants in writing

Community Sport Activation Fund (CAF)

- 4.6. To provide overflow assessment support to the Grants Management Team of approximately 400 applications in February and March 2017.
- 4.7. Adhoc project development support to individual applicants as identified as programme develops and for the full term of any contracted period.
- 4.8. Correspondence with applicants, application support, guidance and development (in some cases), portfolio management with accessible records to be specified during the term of the contract.

Sport for Development Fund

- 4.9. Assessment of an anticipated 500 Stage 1 (EOI) applications. This is a predicted number of applications based on Round one of Get Healthy, Get into Sport received a similar number of EOI's
- 4.10. Assessment of an anticipated 30 stage 2 (Detailed) applications. This is a predicted number based on the available budget and likely award value.
- 4.11. Communication of decisions to applicants at each stage
- 4.12. Assessor contribution to Sport England peer review meetings and attendance at one day assessment training session.

Section 7: Technical Response Requirements

Please answer the following questions. Potential providers should attach one document that forms their response to the set questions below, 7.1 to 7.4.

Potential providers should clearly label the response against each of the questions within the attachment and a single document must be submitted as a PDF document.

Responses to the questions 7.1 to 7.4 will be assessed against a grading between 0% and 100%, as per the table below, unless otherwise stated:

Assessment	Score	Interpretation
Excellent	100%	Fully meets the requirement(s) demonstrating relevant experience of all of the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	Demonstrates relevant experience of all of the requirement(s) to an acceptable standard
Minor Reservations	50%	Minor reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard
Major Reservations	20%	Major reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard.
Unacceptable	0%	Does not demonstrate relevant experience of any of the requirement(s) to an acceptable standard and/or insufficient information provided by the potential provider.

Each question has been assigned a % weighting and this is stated in the title of each question. Responses to each question will be assessed against the marking guidelines illustrated above.

By way of example:

An assessment of "Acceptable" (70%) on a question weighted at 10% will result in a weighted score of 7% out of a possible 10%.

Any bidder who fails to meet the requirement (obtains a score of 0) in any one of the assessment questions below listed 7.1 to 7.4 will be disqualified from this tendering process.

7.1	Your approach to the provision of the services (This represents 20% of marks)
	Max 2000 words, Arial font size 12
Please describe how you will provide the services. Responses must include, but not limited to, the number of staff, proposed number of days, how the services will be managed.	

7.2	Experience in application assessment and grant management (This represents 10% of marks)
	Max 1500 words, Arial font size 12
Please identify the programme and project management skills of those providing the services. CVs are acceptable in place of this section.	

7.3	Ability to apply sector knowledge to assessment recommendations (This represents 20% of marks)
	Max 1000 words, Arial font size 12
Please explain your experience and understanding of the markets that these investment funds will reach and how this experience can add value to the assessment process.	

7.4	Ability to work flexibly to achieve challenging deadlines (This question is worth 10% of marks)
	Max 1000 words, Arial font size 12
Please describe your experience of working to challenging deadlines in a pressurised environment and how you are able to be flexible to adapt and respond to changes in an evolving process.	

Section 8: Commercial Response Requirements

8.1	Schedule of Charges - This question represents 40% of marks.
	Max 2000 words, Arial font size 12
Please provide full details of the total cost of the services	

**Schedule 3
(Supplier's Tender Response)**



Invitation To Tender (ITT)

For

Grants Programme Assessment Support

Via

Grant Management Support Framework: SE650

Table of Contents

Section 1: Introduction	3
Section 2: Sport England.....	3
Section 3: Instructions to Tenderers	3
Section 4: Evaluation Approach.....	9
Section 5: Award of Contract	11
Section 6: Specification	11
Section 6: Specification Compliance	17
Section 7: Technical Response Requirements	18
Section 8: Commercial Response Requirements	20
Schedule 1: Form of Tender	21
Schedule 2: Collusive Tendering	22
Schedule 3: Canvassing	23

Section 1: Introduction

Sport England as the contracting authority is tendering for the supply of Grants Programme Assessment Support via the Grant Management Support Framework (SE650). Sport England is seeking through this tendering process to award a contract to provide these Services for a term of 6 months with a possible 2 month extension.

This invitation to tender does not form a contract between Sport England and the Bidder. Sport England reserves the right to accept or reject any tender and to annul the tender process and reject all Bidders at any time prior to award of contract without incurring any liability to the affected Bidders. Sport England reserves the right to accept all or part of an offer, unless the Bidder expressly stipulates to the contrary.

Section 2: Sport England

We're striving for an active nation where everyone can take part in sport or activity, regardless of age, background or ability.

That might be through traditional team sports like rugby and netball. But it could just as easily be a gym workout or going for a run. Being active is a key part of maintaining physical and mental wellbeing. And it also benefits local communities through economic and social regeneration.

As well as supporting people who already enjoy regular sport, we're also fighting to get people who are less active exercising more regularly. Groups that are traditionally less active – disabled people, some ethnic groups, women and parts of the LGBTQ community – are a core focus of our work.

We also support talented athletes who show elite potential in their chosen sport, and our ambition is to open up these opportunities to people from all background.

As a government body, we also invest in and provide expertise in creating superb sporting facilities across the nation.

Find out more at www.sportengland.org.

Section 3: Instructions to Tenderers

1. General

- 1.1. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.
- 1.2. Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services specified and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Participation.
- 1.3. All material issued in connection with this ITT shall remain the property of Sport England and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Sport England or securely destroyed by the Tenderer (at Sport England's option) at the conclusion of the procurement exercise.
- 1.4. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5. The Tenderer shall not make contact with any other employee, agent or consultant of Sport England who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by Sport England.
- 1.6. Sport England shall not be committed to any course of action as a result of:
 - 1.6.1. Issuing this ITT or any invitation to participate in this procurement exercise

- 1.6.2. An invitation to submit any Response in respect of this procurement exercise
- 1.6.3. Communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise
- 1.7. Tenderers shall accept and acknowledge that by issuing this ITT Sport England shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 1.8. Sport England reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

2. Presentations

- 2.1. As part of the tender evaluation process Tenderers may be invited to a meeting or to give a presentation in support of their bid. Please be advised that Sport England is intending to hold these meetings or presentations on the 27th January 2017. Tenderers are required to confirm their attendance in their response.

3. Confidentiality

- 3.1. Tenderers shall at all times treat the contents of the ITT and any related as confidential, save in so far as they are already in the public domain.
- 3.2. Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen.
- 3.3. Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender.
- 3.4. Tenderers shall not undertake any publicity activity within any section of the media.
- 3.5. Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that one or more of the following applies:
 - 3.5.1. This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer
 - 3.5.2. The Tenderer obtains the prior written consent of Sport England in relation to such disclosure, distribution or passing of Information
 - 3.5.3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement
 - 3.5.4. The Tenderer is legally required to make such a disclosure
- 3.6. In paragraph 3.5, the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.7. Sport England may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and may make any of the procurement documents available for private inspection by its officers, employees, agents or advisers. Sport England also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act).

4. Freedom of Information

- 4.1. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the 'FoIA'), Sport England may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Sport England.

- 4.2. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
- 4.2.1. Explain the potential implications of disclosure of such information
 - 4.2.2. Clearly identify such information as commercially sensitive
 - 4.2.3. Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 4.3. Where a Tenderer identifies information as commercially sensitive, Sport England will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, Sport England may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, Sport England is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, Sport England cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 4.4. Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to Sport England and the Tenderer should not attempt to answer the request without first consulting with Sport England.

5. Tender Validity

- 5.1. Your Tender should remain open for acceptance for a period of 60 days. A Tender valid for a shorter period may be rejected.

6. Timetable

- 6.1. Set out below is the proposed procurement timetable. This is intended as a guide and whilst Sport England does not intend to depart from the timetable it reserves the right to do so at any stage.

DATE	STAGE
10 th January 2017	ITT to be issued
13 th January 2017	Closing Dates for Questions: to be submitted by 12:00 midday.
20 th January 2017	Closing date and time for receipt of responses to ITT: by 12:00.
24 th January 2017	Evaluation of ITT responses completed
26 th January 2017	Provisional date for supplier presentations
27 th January 2017	Notification of award

7. Contact Details

The person responsible for this procurement and their contact details are:

Procurement Contact	
Telephone Number	
Email Address	
Postal Address	

- 7.1. All communications should, in the first instance, be transmitted via email to



8. Preparation of Tender

- 8.1. Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will Sport England, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 8.2. Tenderers are required to complete and provide all information required by Sport England in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead Sport England to reject a Tender Response.
- 8.3. Sport England relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 8.4. Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the goods and services and their Tenders, without reliance upon any opinion or other information provided by Sport England or their advisers and representatives. Tenderers should notify Sport England promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

9. Submission of Tenders

- 9.1. Tenders must be submitted in the form specified in the Form of Tender instructions at Schedule 1. Failure to do so may render the Response non-compliant and it may be rejected.
- 9.2. Sport England may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Tenderers.
- 9.3. Tenderers must send their tender responses via email to [REDACTED] no later than no later than 12:00 noon on 20th January 2017. Tenders received after that time may not be accepted.
- 9.4. The Tender and any documents accompanying it must be in the English language.

10. Canvassing

- 10.1. Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of Sport England concerning the letting of this Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

11. Disclaimers

- 11.1. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 11.2. Neither Sport England, nor their advisors, nor their directors, officers, members, partners, employees, other staff or agents:
 - 11.2.1. Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT
 - 11.2.2. Accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them 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

11.3. Any persons considering making a decision to enter into contractual relationships with Sport England following receipt of the ITT should make their own investigations and their own independent assessment of Sport England and its requirements for the services and should seek their own professional financial and legal advice.

11.4. Any Contract concluded as a result of this ITT shall be governed by English law.

12. Collusive Behaviour

Any Tenderer who:

- 12.1. Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party
- 12.2. Communicates to any party other than Sport England the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security)
- 12.3. Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender
- 12.4. Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted
- 12.5. Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission

shall (without prejudice to any other civil remedies available to Sport England and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

13. No Inducement or Incentive

- 13.1. The 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 a contractual agreement.

14. Queries Relating to Tender

- 14.1. All requests for clarification about the requirements or the process of this procurement exercise should be made via email to [REDACTED].
- 14.2. Sport England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.
- 14.3. In order to ensure equality of treatment of Tenderers, Sport England may publish the questions and clarifications raised by Tenderers together with Sport England's responses (but not the source of the questions) to all participants.
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1.1. The Tender process will be conducted to ensure that Tenders are evaluated fairly. Sport England will award a contract to the Bidder whose tender has been determined as the Most Economically Advantageous Tender (MEAT) based upon the requirements as set out in the specification and scored in accordance with the award criteria. All proposals will be subject to an evaluation on the basis of the award criteria and weightings set out in this ITT.

2. Tender Evaluation

- 2.1. Tenders received that are deemed complete will be evaluated according to the following parts. Tenderers' responses and presentations will be evaluated against the Technical and Commercial criteria and weightings shown in the table below:

Scoring Criteria		
Criterion		Weighting
Section 7	Technical	60%
Section 8	Commercial	40%

Technical Evaluation

- 2.2. Responses to each criterion (Except Commercial) above will be allocated a score based on the methodology contained below.

Assessment	Score	Interpretation
Added Value	100%	Evidence fully meets the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	The evidence demonstrates that the requirement(s) is fully met to an acceptable standard
Minor Reservations	50%	Evidence provided shows that the requirement(s) is met but MINOR reservations exist about the quality or extent of the evidence provided
Major Reservations	20%	Evidence provided shows that the requirement(s) is partially met but MAJOR reservations exist about the quality or extent of the evidence provided. The response lacked detail with regard to how all requirement(s) will be delivered to an acceptable standard.
Unacceptable	0%	Failed to demonstrate or provide evidence of an ability to meet the requirement(s).

- 2.3. Each member of the evaluation team will allocate a score between 0-100% for each answer. The scores will then be subjected to a moderation process to reach a final score for each Tender response.
- 2.4. The scoring weightings for each question in the Technical Response are shown below:

Ref No.	Question	Weighting %
7.1	Your approach to the provision of the services	20 %
7.2	Experience in application assessment and grant management	10 %
7.3	Ability to apply sector knowledge to assessment recommendations	20 %
7.4	Ability to work flexibly to achieve challenging deadlines	10 %
Total	Technical Response	60%

Commercial Evaluation

- 2.5. Priced submissions to Section 8 should be fully inclusive (Ex VAT & in GBP), fixed, current and not subject to variation. Price is defined as the total contract value, which includes the cost of the services over the term of the contract plus any transition costs including TUPE and associated delivery/collection costs. [Please delete as necessary].
- 2.6. Arithmetic in tenders will be checked and if any errors are found, the Tenderer will be notified and requested to confirm or withdraw the tender. If rates, rather than an overall price, are stated within the tender, an amended tender price may be requested to accord with the rates.

- 2.7. Price elements of Tender responses will be evaluated against the lowest tender price. The method for calculating the final weighted score for price is as follows:
- 2.8. Best (lowest) price receives the maximum score available as per 3.2; the remaining submissions receive a score pro-rata to the best price using the following calculation:

$$\text{Price Score} = (\text{TL} / \text{TT}) \times 100$$

Where: TL = Lowest Tender Price
TT = Actual Tender Price

3. Post Tender Clarification

- 3.1. The Authority may at its discretion seek (or choose not to seek) clarification of any information contained in Tenders from bidders during the evaluation period. It is the responsibility of the bidder(s) from which clarification is sought to provide the requested information within the time specified by the Authority when the request for clarification is made. If a bidder does not supply the requested information within the time specified, the Authority may:
 - 3.1.1. Disqualify the bidder's Tender (for example, where it relates to a 'pass-fail' question, or other information essential to the integrity of the overall Tender is omitted); or
 - 3.1.2. Otherwise disadvantage it (e.g. award a lower score).
- 3.2. Post Tender clarification will be via the email address [REDACTED]
- 3.3. A decision by Sport England not to seek clarification from a bidder on a particular matter in its Tender should not be inferred by that bidder that Sport England are satisfied with the Tender.

4. Final Evaluation Score

- 4.1. The final weighted score obtained by each Tenderer for Technical and Commercial questions will be added to achieve the bidder's overall Final Evaluation Score. Tenderers will be ranked in respect of their evaluation score from highest to lowest. The Tenderer with the highest final evaluation score will be identified as the most economically advantageous.

Section 5: Award of Contract

1. Notification

- 1.1. All Tenderers will be notified of Sport England's award decision as soon as possible after the decision is made. Notifications will include details of:
 - 1.1.1. The score of the Tenderer
 - 1.1.2. The name of the successful Tenderer
 - 1.1.3. The score for the successful Tenderer

Section 6: Specification

1. Introduction

- 1.1. Following the launch of Sport England's new strategy in June 2016, there is now a high level of activity in the preparation of the funding programmes that will drive the strategy forward. Sport England wishes to contract external resource to undertake Programme Assessment and Project Management services on three of the current work areas, specifically to underpin grants management activity.

2. Objectives

- 2.1. To provide stage 1 assessment and peer review support for the Active Ageing open funding programme that opened to applications on 14 December 2016, The fund will invest £10m into projects in a range from £50,000-£500,000 that look to tackle inactivity. The programme will look for a balanced portfolio of larger and smaller value projects, as well as some strong concepts in need of development and some ready to deliver.
- 2.2. To provide assessment and individual project development support to the Community Asset Fund, led by the Facilities and Planning Directorate, which launches January 2017. The fund will initially make available £7.5m and expects to make awards of £5,000-£150,000 to community organisations for facility development. It is expected to attract a high volume of applications and many projects will go on to receive greater development support than our previous Inspired and Protecting Playing Field programmes. Resource is required for the assessment of applications and potentially project development support visits. .
- 2.3. To provide full assessment and peer review support for the Sport for Development, social outcomes focused funding programme led by the Community Sport Directorate. The programme will take a similar approach to the Active Ageing process described in 2,2 but will invest £3m and is currently scheduled to launch February – March 2017.

3. Approach

- 3.1. Each funding programme is in its final development stage but each will have specific criteria and bespoke applications based on a two-stage process (Expressions of Interest followed by detailed submission) each followed by a peer review and decision communication to applicants. There will also be the possibility of interviews, presentations and project visits incorporated in stage two assessments and project development in some specific cases. At the root of each approach is a simplified application process and desire for genuine customer focus, along with the aim of identifying the strongest projects in achieving each programme's outcomes.

4. Deliverables

- 4.1. The deliverables are likely to include (but not exhaustive)

Active Ageing Fund

- 4.2. Attend an assessment training day at Sport England offices in London on 5th February 2017
- 4.3. Assessment of an anticipated 500 Stage 1 'Expression of Interest' forms between 13th February and 23rd March 2017 and make recommendations against set criteria. (**N.B.** This is a predicted number of applications based on Round one of Get Healthy, Get into Sport which received a similar number of EOI's.). Assessments will focus on the project's ability to meet the programme's criteria and will not require any additional documents to be submitted at this stage. Assessments will be based purely on the submitted EOI form at this initial stage.

4.4. Present assessments to a peer review panel chaired by Sport England, including representation from industry experts at the end of March 2017

4.5. Communication of stage 1 decisions to applicants in writing

Community Asset Fund (CAF)

4.6. To provide overflow assessment support to the Grants Management Team of approximately 400 applications in February and March 2017.

4.7. Adhoc project development support to individual applicants as identified as programme develops and for the full term of any contracted period.

4.8. Correspondence with applicants, application support, guidance and development (in some cases), portfolio management with accessible records to be specified during the term of the contract.

Sport for Development Fund

4.9. Assessment of an anticipated 500 Stage 1 (EOI) applications. This is a predicted number of applications based on Round one of Get Healthy, Get into Sport received a similar number of EOIs

4.10. Assessment of an anticipated 30 stage 2 (Detailed) applications. This is a predicted number based on the available budget and likely award value.

4.11. Communication of decisions to applicants at each stage

4.12. Assessor contribution to Sport England peer review meetings and attendance at one day assessment training session.

Section 7: Technical Response Requirements

Please answer the following questions. Potential providers should attach one document that forms their response to the set questions below, 7.1 to 7.4.

Potential providers should clearly label the response against each of the questions within the attachment and a single document must be submitted as a PDF document.

Responses to the questions 7.1 to 7.4 will be assessed against a grading between 0% and 100%, as per the table below, unless otherwise stated:

Assessment	Score	Interpretation
Excellent	100%	Fully meets the requirement(s) demonstrating relevant experience of all of the requirement(s) to an acceptable standard and demonstrates deliverable added value.
Acceptable	70%	Demonstrates relevant experience of all of the requirement(s) to an acceptable standard
Minor Reservations	50%	Minor reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard
Major Reservations	20%	Major reservations of ability to demonstrate relevant experience of all of the requirement(s) to an acceptable standard.
Unacceptable	0%	Does not demonstrate relevant experience of any of the requirement(s) to an acceptable standard and/or insufficient information provided by the potential provider.

Each question has been assigned a % weighting and this is stated in the title of each question. Responses to each question will be assessed against the marking guidelines illustrated above.

By way of example:

An assessment of "Acceptable" (70%) on a question weighted at 10% will result in a weighted score of 7% out of a possible 10%.

Any bidder who fails to meet the requirement (obtains a score of 0) in any one of the assessment questions below listed 7.1 to 7.4 will be disqualified from this tendering process.

7.1	Your approach to the provision of the services (This represents 20% of marks) Max 2000 words, Arial font size 12
Please describe how you will provide the services. Responses must include, but not limited to, the number of staff, proposed number of days, how the services will be managed.	

The CRT is only tendering for the work associated with the Sport for Development Fund (SDF). It is anticipated that 500 EOI's will be submitted for assessment in a 5 week assessment window in May/June.

The CRT will build on its experience of working with SE on 4 previous programmes and its track record in completing nearly 900 project assessments on time and to a high standard. We will create a dedicated SDF project team consisting of the contract manager (██████████), project manager (██████████) and a team of 10 assessors. The team of assessors will be a mix of CRT staff and a trusted number of assessors who we use on a call off basis. Day to day coordination and liaison with both SE and the assessment team will be undertaken by (██████████). During the EOI assessment window, as before, a spreadsheet will be

maintained which details each project and its status. A weekly report will be prepared for an end of week meeting between [REDACTED]. Prior to peer review the full project team will meet to finalise quality checks and ensure consistency before meeting with SE as part of the peer review process. All members of the team will be involved in the preparation of the decision letters for the projects they have assessed.

Subject to the outcome of the EOI process and SE directed timelines and tasks, it is anticipated the 30 projects moving to second stage assessment will require a more involved and robust assessment. We anticipate allocating projects to the assessors who assessed the EOI application. These assessors will own the project until completion of the decision letters with supporting offer documents and conditions for this stage. This creates consistency of contact, helps build relationships with the applicant and ensures the knowledge gained about each project from the EOI process is not lost.

During stage 2, [REDACTED] will maintain regular contact with each assessor on a day to day basis to deal with any issues that arise, liaise with SE on any questions or challenges, ensure SE deadlines are met and reviewing work for consistency and quality. A weekly update will be provided to [REDACTED] via a face to face meeting.

7.2	Experience in application assessment and grant management (This represents 10% of marks) Max 1500 words, Arial font size 12
Please identify the programme and project management skills of those providing the services. CVs are acceptable in place of this section.	
Empty space for content	

Based upon our experience of managing the £10m R1 Inclusive Sport, £7m R2 Inclusive Sport programmes and our contribution to the £18m Primary Spaces programme and 50% of the Get Healthy Get Active programme, CRT will establish a dedicated assessment team to deliver the Sport for Development Fund (SDF) Programme. This team will be managed by our Head of Operations [REDACTED] and supported by [REDACTED] Development Manager for England. Both of whom have worked effectively together to deliver both Inclusive Sport contracts, the Primary Spaces contract and our involvement with GHGA. The Trust will use a “call-on, call-off” list of external assessors to support with the delivery. The skills and experience of our in-house grant assessment team – and our ability to from trusted external assessors at short notice – ensures applications are scored to high professional standards and in time to meet required deadlines. Our external assessors all have backgrounds in project assessment and appraisal across a diverse range of projects. If awarded the contract CV’s can be provided for the full assessment team.

[REDACTED] has over 16 years’ experience of programme development and programme and project management and has the overall responsibility for the programme management and delivery of the CRT’s Community Investment Programme in England [REDACTED] has over ten years experience in project assessment and monitoring and has been leading on the management of the CRTs’ grant making programmes for the last 3 years.

We have demonstrated the capacity to manage 529 Inclusive Sport applications and monitor in excess of 80 grant awards, 302 Primary Spaces and the subsequent monitoring

arrangements for awards made and assessing 44 GHGA applications. We are experienced in the administration requirements of delivering grant programmes including ensuring supporting documentation is in place, communicating with applicants where necessary, producing offer letters and ensuring terms and conditions are complied with, authorising grant payments and reviewing performance through regular monitoring. We operate a shared service administration function to provide additional support to the assessment team for administrative tasks.

7.3	Ability to apply sector knowledge to assessment recommendations (This represents 20% of marks) Max 1000 words, Arial font size 12
Please explain your experience and understanding of the markets that these investment funds will reach and how this experience can add value to the assessment process.	

This tender is focused solely on the Sport for Development Fund programme. Our understanding is that this programme is currently in development and the prospectus will be available in April 2017 and facilitated with external workshops to communicate the context, requirements and the offer of the programme. The assumption is that whilst the programme will want to achieve the cross cutting ambitions of SE's new 5 year strategy, Towards and Active Nation, the programme name suggests it will fit in either investment programme 4 or 6. We are experienced in developing partnerships and delivering area based initiatives that are targeted at the most deprived coalfield communities. This is often in the context of accessibility to local services and our responses are often driven by gaps in the market. Within our new strategy we have highlighted health as a key strategic focus for the coalfields that suffer higher than average health inequalities. It is within this context that we feel we can add value to the SDF programme. We will ensure all our assessment team have read SE's strategy and familiarize themselves with the current context of getting the nation more active before the planned training event for the programme.

Through the 3 SE programmes we have been involved in we have gained an excellent insight into the work of SE, its strategic focus and how this aligns to government policy. We also have our own track record of supporting sport and healthy lifestyles through both in house programmes and working with partners. We have co-invested with SE on capital projects, supported hundreds of grass roots sports groups and their volunteers, delivered engagement projects with the sole purpose of helping people participate in healthy lifestyle activities using sport as the catalyst, working in partnership with VInspired on their mygames programme, working with EFDS through grants to build capacity in sports clubs to be more inclusive and we have an excellent track record in supporting the VCS who can play a fantastic role in helping engage with people who might not be involved in some of the more traditional sporting networks. Since we were launched in 1999 we have supported over a quarter of a million people to participate in healthy lifestyle activities.

7.4	Ability to work flexibly to achieve challenging deadlines (This question is worth 10% of marks) Max 1000 words, Arial font size 12
Please describe your experience of working to challenging deadlines in a pressurised environment and how you are able to be flexible to adapt and respond to changes in an evolving process.	

Each time the CRT launches a grant programme we experience a high demand from our target communities and a large volume of applications. We have specific turnaround times to ensure we meet our own internal quality standards and have achieved BSI ISO9001

quality mark and following assessment on 18.1.17 we are one of only a few organisations who have been successful in moving to the new standard. To help manage the flow of applications for our internal grant programme we have introduced quarterly grant cycles with specific deadlines to meet our committee cycles.

During our management of R1 and R2 Inclusive Sport, Primary Spaces and GHGA we have processed nearly 900 applications for SE with a combined value well in excess of £100m. We have historically worked with SE on shaping the assessment criteria and are well versed in the use of the ACAC forms and grant assessment templates to be uploaded via GMS Web. This experience helped in the delivery of Primary Spaces and our assessments were completed to an excellent standard in advance of the agreed deadline.

Both IS and Primary Spaces were the most challenging SE programmes to deliver given the volume of applications and the evolving nature of the back office functions for the programmes. The CRT's intimate knowledge of SE processes, quality requirements and aspirations combined with our flexibility demonstrated throughout these intense and demanding processing periods ensured contract requirements were met and assessment work delivered on time.

Given the SDF is still in development we envisage that there will be a similar requirement to adapt to an evolving process. The timelines projected do not pose any problems and the intense period will be in May and June when the EOI's will be processed. The CRT will have a team of 10 assessors working on the EOI's during this period.

Section 8: Commercial Response Requirements

8.1	Schedule of Charges - This question represents 40% of marks. Max 2000 words, Arial font size 12
Please provide full details of the total cost of the services	
Please see table below	

Description	Cost	Detail/charging structure
1. Project Management Staff costs	10% of all costs = £12,685	Project Management fees will be charged at a flat rate of 10%. The CRT Project and Contract Manager for this will be [REDACTED] who will be supported by [REDACTED]. [REDACTED] will be the main contact point with Sport England for the day to day coordination and liaison with SE staff.
Stage – Attending 1 full day training session in (London)	Cost	Detail/charging structure

2. Staff Costs	10 x £360 = £3,600	It is assumed that all Assessors will need to attend assessor training at Sport England's offices in London. The day rate for assessor training will be fixed at £360 per day. It is assumed that each assessor will receive a day's training and a team of 10 assessors will be involved.
3. Other costs (please detail)	10 x £150 = £1,500	Train travel from Yorkshire and sundries for each individual attending the training in London - £150 per person.
Stage – EOI Assessment (500 up to 180mins)	Cost	Detail/charging structure
4. Staff costs	A fixed rate of £180 per assessment will be charged. 500 x £180 = £90,000	We are committed to maintaining a fixed cost per assessment of £180. This fixed fee will include the project EOI assessment and liaison and the administration required plus any liaison required with the applicant to clarify any points of information throughout the EOI assessment process. (2-3hours was provided as an indicative time allocation by SE)
Stage - Preparation for, and attendance of peer review (1 day)	Cost	Detail/charging structure
5. Staff costs	10 x £360 = £3,600	A fixed rate of £360 per day will be charged per assessor for their preparation and attendance at Peer Review.
6. Other costs (please detail)	10 x £75 = £750	It is assumed the peer review will take place in Loughborough and travel and sundries costs have been calculated on the same basis as the training session.
EOI Decision letter writing (500 - 15 minutes per letter)	Cost	Detail/charging
7. Staff costs	500 x £15 = £7,500	Decision letters will be written by assessors to ensure the highest quality customer care. The CRT anticipates a fixed 15 minute allocation for each letter and a fixed cost of £15 will apply per letter.
Stage 2 Assessment	Cost	Detail/charging
8. Staff costs	30 x £480 = £14,400	This is an assumption without having a clear guide on the anticipated scrutiny required by Sport England. However, as only 30 projects will be taken into stage 2, the level of scrutiny for large sums of investment is deemed significant. A full working day (8 hours) per project has been ascribed to this task and a fixed cost per assessment will be £480.
Stage 2 Decision Letters (30 – 60 minutes per letter)	Cost	Detail/charging
9. Staff costs	30 x £60 = £1,800	More detailed letters anticipated setting out grant terms and conditions for those successful, and rejection reasons for those who are not. As part of CRT's offer all stage 2 projects will receive a phone call to talk through the outcome and next steps. 60 minutes per project has been ascribed to this task.
Other costs		
10. Office costs and overheads	3% = £3,695	Office costs and overheads will cover the costs of our shared services administrative support, printing, postage, packaging, telephone calls, internet access and other programme specific expenses. Calculated as a flat rate of

		3% across the delivery costs.
11. Sub Total	£139,530	Total of all delivery costs excluding VAT (LESS THAN 5% OF PROGRAMME BUDGET FOR SPORT FOR DEVELOPMENT FUND)
12. VAT	£27,906	VAT will be charged at the standard rate (currently 20%) of the overall fees and expenses.
TOTAL	£167,436	

Schedule 4 (Schedule of Services)

Additional Terms

Provide to Sport England assessment and peer review support for Stages 1 and 2 of the Tackling Inactivity and Economic Disadvantage open funding programme ("Stage 1" and "Stage 2"). The Supplier will, to the satisfaction of Sport England:

1. Attend an assessment training day run by Sport England at the Supplier's offices
2. Carry out assessment of:
 - a. 500 (or as otherwise agreed by Sport England in writing) Stage 1 'Expression of Interest' and 'Small Award' application forms; and
 - b. 30 (or as otherwise agreed by Sport England in writing) Stage 2 (Detailed) applications.
3. The Supplier will make recommendations from its assessments against set criteria.
4. Attend a review panel meeting for Stage 1 and Stage 2, at which the Supplier will support its assessment and recommendation, and answer questions. The review panel meeting will be chaired by Sport England and the panel may include industry experts.
5. Communicate Stage 1 and Stage 2 decisions to applicants in writing.

**Schedule 5
(Fee Arrangements)**

Part 1 - Price

1. Contract Price

Description	Contract Price (excluding VAT)
1. Project Management Staff costs	£12,685
2. Assessment training	£5,100
3. Completion of Stage 1 project assessments	Not to exceed £90,000
4. Peer review panel attendance	£4,350
5. Communicating Stage 1 decisions	Not to exceed £7,500
6. Completion of Stage 2 project assessments	Not to exceed £14,400
7. Communicating Stage 2 decisions	Not to exceed £1,800
8. Office costs and overheads	£3,695
Total:	Not to exceed £139,530

2. Expenses

Travel

Subject to agreement, travel costs to and from the agreed Site shall be at the Supplier's expense. Travel time shall be at the Supplier's expense.

Train fares to anywhere other than to the Site shall be at Sport England's expense. Sport England shall only reimburse expenses for 2nd Class travel only unless otherwise agreed.

Any flights which the Supplier requires will need to be approved in writing in advance by Sport England and where such written authority has been provided shall be at Sport England's expense.

Mileage to anywhere other than to the Site shall be charged at £0.40 per mile.

Telephone Charges

Telephone Charges shall be deemed to be included in the Supplier's charges.

Hotels

All bookings shall be at the Supplier's expense unless otherwise agreed with Sport England and the Supplier's Staff shall settle all bills on departure.

Parking

Parking shall be at the Supplier's expense.

Subsistence Allowance

Subsistence allowances are the responsibility of the Supplier.

Part 2 – Payment

1. Payment Schedule

Payment will be made, in arrears, in two instalments:

1. The first instalment will be due after completion (that is, notification to all applicants) of the Stage 1 decisions to Sport England's satisfaction. The Stage 1 decisions are to be completed by 31 January 2018.
2. The second instalment will be due after completion (that is, notification to all applicants) of the Stage 2 decisions to Sport England's satisfaction. The Stage 2 decisions are to be completed by 31 May 2018.

(each an 'Instalment Date')

At each Instalment Date, the Supplier will provide Sport England with an invoice for the work carried out up to that Instalment Date. The invoices will not in total exceed the Contract Price.

2. Invoices

Accurate invoices and all supporting documentation shall be addressed as follows:

Finance Department
Sport England
First Floor
21 Bloomsbury Street
London WC1B 3HF

For the attention of: Accounts Payable

3. Information to be included on Invoices

Invoices must include all of the following information:

- (i) Your name and address;
- (ii) Invoice Number;
- (iii) Invoice Date;
- (iv) Name of Sport England's Representative;
- (v) Title of the event as specified by Sport England's Representative;
- (vi) Suppliers name;
- (vii) Total Invoice cost;
- (viii) VAT Number (if VAT registered); and
- (ix) Sport England Contract Reference Number.