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**Invitation to Tender:**

GBSLEP EXTERNAL AUDIT AND CORPORATION TAX CALCULATIONS

|  |  |
| --- | --- |
| Contract title | GBSLEP External Audit and Corporation Tax calculations |
| Contract reference | **LR14022021** |
| Date/time for tender return | 12:00pm, on 18th February 2021 |

**The Greater Birmingham and Solihull Local Enterprise Partnership Limited (GBSLEP)**

Baskerville House

2 Centenary Square

Birmingham

B1 2ND

[www.gbslep.co.uk/](http://www.gbslep.co.uk/)

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**1. Guidance for Providers**

1.1 You are invited to submit a tender for GBSLEP External Audit and Corporation Tax calculations**,** **no later than 12:00pm, on 18TH February 2021** as detailed below in accordance with The Greater Birmingham and Solihull Local Enterprise Partnership Limited’s (GBSLEP) Draft terms and conditions of contract, as included as Appendix 3 of this Invitation to Tender (ITT).

1.2 Tender providers (henceforth Potential Providers) are advised to ensure that they are fully familiar with the nature and extent of the contract. It is the responsibility of the Potential Provider to obtain for themselves, at their own expense, all information necessary for the preparation of their tender.

1.3 Tenders must be submitted for the entire service as detailed below and at Appendix 1 – Service Specification; tenders for only part of the service may be rejected.

1.4 GBSLEP may at its own absolute discretion extend the closing date and time specified for the receipt of tenders or invite variations to the terms of the contract.

1.5 GBSLEP will evaluate this tender based on criteria set out in ‘4 - Selection and Evaluation’ of this tender information section.

1.6 GBSLEP does not bind itself to accept the lowest or any tender and reserves the right to accept a tender either in whole or part for the goods and services specified.

1.7 All prices shall in all cases be exclusive of VAT, which will be applied in accordance with legislation. Discounts, trade allowances of any kind must be shown separately.

## 1.8 The **Terms of Participation at Appendix 2** will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and GBSLEP. In submitting your Tender to the GBSLEP you agree to be bound by the Terms of Participation and must sign the Declaration of Compliance at Annex 1 of Appendix 2.

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1.9 The Contract will be let for an initial period from **01/04/2020 to 31/03/2023**. GBSLEP reserves the right to vary the activities and value of this contract via a contract change/variation procedure to include but not limited to the call off of any further additional services offered as part of the Suppliers ITT, or timeframes in accordance with the Public Contract Regulations 2015.

1.10 The Potential Provider with the winning bid will be required to enter an Agreement with GBSLEP based upon the **Draft Contract Terms and Conditions at Appendix 3** of this ITT

1.11 GBSLEPs detailed requirements are defined in the **Service Specification at Appendix1.**

**Note: A potential Provider which changes its legal entity following the submission of a completed tender but prior to Contract Award will need to agree the change with GBSLEP to continue in the process.**

**2. Communications**

2.1 All formal communications (including, but not limited to, clarifications and the submission of Tenders) to GBSLEP are to be made in writing, by email to [procurement@gbslep.co.uk](mailto:procurement@gbslep.co.uk).

2.2 It is the Providers’ responsibility to ensure any verbal queries or clarifications they generate are confirmed in writing by email to [procurement@gbslep.co.uk](mailto:procurement@gbslep.co.uk). In the event of any misunderstandings reliance on verbal communications will not be permissible.

2.3 If a Provider is in doubt as to the interpretation of any part of this document; or if they consider that any of its requirements are ambiguous or conflict with any other requirements, they should contact GBSLEP by email to [procurement@gbslep.co.uk](mailto:procurement@gbslep.co.uk) and we will endeavour to answer enquiries prior to Tenders being submitted. The answer may be circulated to other Providers, where appropriate. This clarification phase is available between 04/02/2021 and 11/02/2021 Note that clarifications outside of these timescales will not be considered.

**3. Research and Investigation**

3.1 The Provider will be deemed for all purposes connected with the Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, and character of the requirements under the Contract (in the context of and as it is described in the Service Specification at Appendix1), the extent of the materials and equipment which may be required and any other matter which may affect its Tender.

3.2 The Provider shall have no claim whatsoever against GBSLEP in respect of such matters and in particular (but without limitation) neither GBSLEP shall make any payments to the Provider save as expressly provided for in the Tender and subsequent Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by any GBSLEP to the Provider in respect of the scope of the Contract being different from that envisaged by the Provider or otherwise.

3.4 The winning Provider(s) shall be required to enter into a Contract with the GBSLEP in respect of Services and/or Goods which shall be based upon the terms set out in Appendix 3 “Draft Contract Terms and Conditions” and the terms and conditions as set out in this ITT, including for the avoidance of doubt the Providers response, shall be deemed to be incorporated into and form part of any Contract entered into between the GBSLEP and the Provider.

**4. Data Protection**

4.1 In order to meet its obligations to comply with Data Protection Legislation issues which arise in connection with this ITT the Provider shall (and shall procure that any of its staff involved in connection with the activities under the ITT shall) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under Data Protection Legislation, which arise in connection with this ITT.

**5. Introduction**

GBSLEP is a partnership of business, public sector, and further and higher education leaders. GBSLEP has a mission to grow the economy of Greater Birmingham and Solihull and was constituted as a company limited by guarantee in May 2011. The LEP covers the geographical boundaries of the Districts of Birmingham, Solihull, East Staffordshire, Lichfield, Tamworth, Cannock Chase, Bromsgrove, Redditch, and Wyre Forest.

GBSLEP’s mission is to drive the economic growth of the Greater Birmingham and Solihull area, creating jobs and increasing the quality of life for all our residents.

GBSLEP is a company limited by guarantee and therefor does not distribute any profits to shareholders.

To this end GBSLEP requires a Provider for the provision of External Audit, in line with the requirements set out in this ITT.

**6. Scope of Tender**

GBSLEP has decided to invite tenders for the provision of external audit service with effect from 01 April 2020. This date coincides with the start of the annual audit cycle and the successful tenderer will undertake the 2020/21 audit with a year ending 31 March 2021 plus 2 years.

GBSLEP works with businesses, local authority partners and education institutions, to drive growth and enterprise in Greater Birmingham & Solihull.

GBSLEP is transforming the economy by securing funds from government to help business grow, through the delivery of ambitious programmes to ensure that businesses have the funding, support, skills and infrastructure needed to flourish, and ensuring the voice of our business community is heard.

GBSLEP achieves economic growth by securing public and private investment and delivering a range of programmes and initiatives with partners to improve infrastructure, skills and business support. The three strategic priorities guide GBSLEP’s ambition to position Greater Birmingham as a leading, global city region by 2030.

The Accountable Body is Birmingham City Council; who manage the finances for, and provide scrutiny over capital programs.

Additional guidance on the framework that underpins the LEP can be found here –

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/768356/National\_Local\_Growth\_Assurance\_Framework.pdfThe appointed provider will audit the accounts of GBSLEP, GBSLEP Growth Hub and all capital transactions held within the Birmingham City Councils financial system as Accountable Body.

**7. Summary of Requirement**

The Provider is expected to deliver the following:

* A high-quality provision of external audit services, whether that be virtual or in person given the current national circumstances due to Covid-19.
* Ensure resources are available in readiness for the review of the financial statement for the year to 31 March 2021.
* Provide excellent value for money.

A detailed Specification of the service required can be found at Appendix 1 of this ITT**.**

**8. Indicative Timetable**

|  |  |
| --- | --- |
| **Phase** | **Date** |
| Advertised on the GBSLEP website **Contracts Finder** and Find It in Birmingham | 04/02/2021 |
| Clarification Q&A Deadline | 11/02/2021 |
| Deadline for submission | 18/02/2021 |
| Evaluation | 25/02/2021 |
| Presentation at Audit and Risk committee (if tied) | 15/03/2021 |
| Anticipated award date | 01/04/2021 |
| Anticipated contract commencement date | 01/04/2021 |

**9. Evaluation Summary**

9.1 The evaluation of tenders will be based on a value assessment approach that enables the GBSLEP to assess tenders in terms of quality and price. All relevant evidence submitted will be assessed against the criteria as set out in paragraphs **9.3 – 9.9** so that each tender is assessed on a fair and consistent basis.

9.2 Following initial assessments to ensure compliance with minimum standards, the GBSLEP will evaluate tenders against the main criteria of Quality and Price.

|  |  |  |
| --- | --- | --- |
| **Initial Due Diligence** | **Evaluation and Award Criteria** | |
| **Stage 1** | **Stage 2A** | **Stage B** |
| General Information | Quality Response | Price Summary |
| **Pass/Fail** | **60%** | **40%** |

**Scoring of Questions**

9.3 After initial due diligence including the assessment of the responses to **ALL** **Pass/Fail** questions (which may be carried out by a centralised team), responses will be distributed to the full evaluation team for assessment of the ‘Evaluation and Award Criteria. The GBSLEP reserves the right to exclude any potential suppliers who do not supply answers at Stage 1, or who submit incomplete paperwork.

9.4 The evaluation team will assess the submissions and award a consensus score between 0 - 5 in accordance to the scoring system detailed below. Note that the option to score any ½ marks is not permissible.

**Clarifications**

9.5 Where necessary and at the sole discretion of the GBSLEP, clarifications may be sought following the submission of a tender. Clarification will be in the form of a series of written questions. Site visits and/or interviews/presentations may be required to facilitate the clarification process.

9.6 Once clarifications have been concluded the evaluation team will then follow the process as detailed in paragraph **9.11**. Note that only clarifications may result in scores remaining the same or being adjusted either up or down.

9.7. Unless otherwise stated, the scoring system to be applied to the evaluation of scored questions will

be as follows.

|  |  |  |
| --- | --- | --- |
| **Score** | **Definition** | **Assessment** |
| 5 | An excellent and comprehensive response submitted in terms of detail and relevance that clearly meets or exceeds requirements with no negative indications or inconsistencies. | **Excellent** |
| 4 | A comprehensive response submitted in terms of detail and relevance, and clearly meets or exceeds requirements with no negative indications or inconsistencies. | **Good** |
| 3 | A satisfactory response submitted in terms of detail and relevance and clearly meets requirements without significant negative indications or inconsistencies. The requirements would be met to an optimum standard without intervention or significant ongoing issues. | **Satisfactory** |
| 2 | A poor response submitted in terms of the level of detail, accuracy and relevance. The response is below standard but there are either some omissions of important factors or negative indications that reduce the extent to which the requirements will be met. | **Poor** |
| 1 | Limited response provided, or a response that is inadequate, inaccurate or only partially addresses the question. There are some significant concerns or omissions which could prevent the requirements being met. The Council may be concerned that services would require intervention or ongoing management. | **Unsatisfactory** |
| 0 | No response to the question or a response that is significantly irrelevant or inaccurate. | **Unacceptable** |

**Achievement of Thresholds**

9.8 The GBSLEP reserves the right to reject any submission which:

* is submitted in whole or in part after the deadline
* fails to provide any of the requested evidence as specified by the ITT
* tenders for only part of the service contained within the ITT
* inadequately or incorrectly completes any question
* fails to achieve a ‘Pass’ in respect of a ‘Pass/Fail’ criteria question.
* achieves a score below a **60%** threshold in terms of quality (i.e. 60 marks out of 100)
* scores Zero in any one section
* zero / no response in any one scored question
* Cannot provide the full service as per the specification

**9.9 Stage 1 – Initial Due Diligence**

| **STAGE 1 Initial Due Diligence** | | **Assessment** |
| --- | --- | --- |
| **Completion of ITT Documents** | Potential Providers must submit a fully complete ITT document including signatures required in all relevant areas and any required additional document submissions.  Any Tender that is not fully complete or without the appropriate signatures or additional document submissions will not progress to the next stage.. | Pass / Fail |
| **1.2 Additional Funding** | Potential Providers must declare any additional funding in this section  Any Failure to Declare Funding or a Declaration of funding which would lead to a notification of State Aid will not progress to the next stage. | Pass/Fail |
| **2 Statement of Insurance Cover** | Potential Providers must self-certify and sign to confirm that they have in place the specified levels of insurance cover.  Any Potential Provider who does not meet the minimum insurance levels and does not sign the declaration will not progress to the next stage. | Pass / Fail |
| **3.1 References** | Potential Providers must submit two relevant references and contact details.  Any Potential Provider who does not complete all information required will not progress to the next stage. | Pass / Fail |
| **3.2 Compliance** | Potential Providers must self-certify that they have in place or agree to have in place at Contract Award the specified policies and processes at 3.4  Any Potential Provider who does not have the relevant policies & processes and is not willing to put them in place if awarded the contract will not progress to the next stage. | Pass / Fail |
| **3.3 Previous Experience** | Potential Providers must demonstrate relevant contract experience and sound contract performance, giving relevant examples of contract experience **or** provide full satisfactory explanation details.  Any Potential Provider who does not demonstrate this will not progress to the next stage. | Pass / Fail |

***Evaluation & Award Criteria***

**9.10 Stage 2A – Quality Response 60%**

|  |  |  |
| --- | --- | --- |
| **Sub-Criteria** | **Sub-Weighting** | **Question Sub Weighting** |
| Experience and Competency | 70% | A1 – 20% |
| A2 – 40% |
| A3 – 40% |
| **TOTAL 100%** |
| Quality Assurance | 30% | B1 – 40% |
| B2 – 30% |
| B3 – 30% |
| **TOTAL 100%** |
| **TOTAL QUALITY** | **TOTAL 100%** |  |

**9.11 Quality Assessment**

**Quality** will account for **60%** in total of the tender evaluation. After rejecting bids that in the opinion of the GBSLEP are unrealistically low (in terms of Quality), the highest Quality score will be given 100% for Quality. Other Quality scores will then be expressed as a proportion of the highest score. This gives the adjusted Quality score.

The % weighting for Quality is then applied to each adjusted Quality score to give the Weighted Quality Scores. After rejecting tenders that fail to meet the quality threshold as detailed in paragraph 9.8 each tender shall be awarded its actual score when calculated using the score for each question multiplied by the weighting of that question.

Potential Providers who score in excess of 60**%** of the quality marks ***may*** be invited to attend a clarification interview in order to discuss points included in the written proposals. The points discussed may result in scores being adjusted either up or down.

Where a response to any question is given a score of nil, (0), the tender may be discounted in its entirety and take no further part in the process.

**9.8 Stage 2B – Price Summary**

|  |  |
| --- | --- |
| **Price criteria 40%** | **Sub-weighting** |
| Price | 100% |

**9.9 Price Assessment**

Price assessment accounts for 40**%** of the tender evaluation. After rejecting bids which in the opinion of GBSLEP are unrealistically high or low (in terms of Price), the lowest price will be given 100%. Other tender prices will then be expressed as a proportion of the lowest price. This gives the adjusted price score. The weighting for Price is then applied to each adjusted Price score to give the weighted price scores.

**9.10 Overall Assessment**

The overall weighted Quality and Price scores for each tender will be added together to produce an overall combined total score. The scores for each tender will be compared and ranked. Subject to the GBSLEP undertaking a final due-diligence assessment the tenderer with the highest combined weighted score will be recommended for acceptance.

**9.11 Final Due Diligence**

Final due diligence assessment will ensure that a consistent approach to the evaluation of tenders has been maintained. The GBSLEP reserves the right to seek affirmation of information provided during the process. Where there has been a material adverse change in such information, the GBSLEP reserves the right to exclude the potential supplier from the process.

Final due diligence will also provide the GBSLEP with an opportunity to make final adjustments to the scoring. The tender with the highest score representing the most economically advantageous submission will be recommended for acceptance.

**9.12 Transparency**

Potential Providers should be aware that, should they be awarded a Contract, the content of the Contract may be published by GBSLEP to the general public in line with transparency requirements. Before publishing any information GBSLEP will consult with the successful Tenderer on any potential exemptions that may be applicable. The successful Tenderer should note that the final decision on what information is published will rest with GBSLEP.

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**Tender Response**

|  |  |
| --- | --- |
| Contract title |  |
| Contract reference |  |
| Tenderer name |  |
| Time / date for tender return |  |

**Stage 1 – General Information (pass / fail)**

1. **Company Information**

|  |  |
| --- | --- |
| Name of Organisation |  |
| Trading Name of Applicant |  |
| Address of Registered Office | *Address 1* |
| *Address 2* |
| *Address 3* |
| *City/Town* |
| *Country* |
| Postcode |  |
| Company/Partnership Registration No. *(if applicable)* |  |
| Date of Registration |  |
| Certificate of Incorporation, and all certificates of change of name issues by the Company Registrar  (Or include reasons if not applicable) | £ Yes  £ No |
| Is the applicant a consortium joint venture or other arrangement? If so, please provide details of the constitution | £ Yes  £ No |
| Contact Name for enquiries about this application |  |
| Telephone Number |  |
| Fax Number |  |
| Email |  |

1.2 The Tenderer must inform GBSLEP if they are receiving funding which could be subject to EU State Aid or UK Subsidy Rules to undertake similar or related activities to that defined in this procurement exercise. Please provide details with your tender in the table below.

|  |  |
| --- | --- |
| Funder |  |
| Funding Activities |  |
| Date |  |
| Period of Funding |  |

1. **Statement of Insurance Cover** 
   1. Details of existing policies which will provide insurance cover for the contract

|  |  |  |
| --- | --- | --- |
| ***Public Liability Insurance***  *(Minimum Cover:* ***£1m*** *for each*  *and every incident)* | Insurer |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Professional Indemnity Insurance***  *(Minimum Cover* ***£1m*** *for each and every incident)* | Insurer |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |
| ***Employers’ Liability Insurance 5m***  *(minimum statutory limit as laid down by legislation)* | Insurer |  |
| Policy Number |  |
| Level of Indemnity |  |
| Limit for Single Event |  |
| Expiry Date |  |

* 1. Details of any new policies or endorsements to existing policies that will be required to comply with the insurance provisions of the contract.

|  |  |
| --- | --- |
| Type of Policy |  |
| Proposed Insurers |  |
| Details |  |

* 1. Details of Insurance Agent/Broker

|  |  |
| --- | --- |
| Name |  |
| Address |  |
| Postcode |  |
| Contact Name |  |
| Telephone No. |  |
| Fax No. |  |
| Email |  |

* 1. I/We confirm that the insurances detailed in paragraph ***2.1*** and ***2.2*** will provide all the Insurance cover required under the Contract.
  2. I/We agree that the details provided in the insurance statement may be checked with the Insurance Agent/Broker named in paragraph ***2.3***

In the event that my/our offer is under consideration I/We agree to arrange, with the insurers the provision of a Statement to GBSLEP:

1. that valid Insurance is held in accordance with the requirements of Conditions of Contract;
2. that all premiums due to the Insurer have been paid including instalment payments;
3. that the Insurer agrees to give notice forthwith to GBSLEP of withdrawal or intention to withdraw insurance cover in connection with the project.

|  |  |
| --- | --- |
| Date |  |
| Signatures of Tender Provider/Agent |  |
| Trade of Business Name |  |
| Address |  |
| Telephone No. |  |
| Email |  |

* 1. This document is to be signed by such persons:

1. where the tenderer is an individual, by that individual;
2. where the tenderer is a partnership, by one duly authorised partner;
3. where the tenderer is a company by one directors or by a director and the secretary of the Company, such persons being duly authorised for that purpose.

**3. Professional Standing**

**3.1 References**

**3.1.1** Please provide two references relevant to this project that will be used to assess the experience, capability and competence of the organisation and the individual(s). GBSLEP reserves the right to verify the authenticity of the references referred to at any time during the procurement process.

* + Use only those references where you have the ability to disclose all the relevant information asked.
  + Use only those references where the contact provided is willing to discuss the contact of the information included.
* Prior to being awarded the contract, GBSLEP will undertake a risk assessment, which will include contacting references.

|  |  |
| --- | --- |
|  | **Reference 1** |
| Organisation (Name): |  |
| Customer Contact Name |  |
| Customer Telephone No: |  |
| Customer Email Address: |  |
| Date Contract Awarded: |  |
| Contract Completion Date: |  |
| Contract Reference and Brief Description: |  |
| Contract Value: |  |
| Contract Outcomes: |  |

|  |  |
| --- | --- |
|  | **Reference 2** |
| Organisation (Name): |  |
| Customer Contact Name |  |
| Customer Telephone No: |  |
| Customer Email Address: |  |
| Date Contract Awarded: |  |
| Contract Completion Date: |  |
| Contract Reference and Brief Description: |  |
| Contract Value: |  |
| Contract Outcomes: |  |

|  |  |
| --- | --- |
| Have you had any contracts terminated for poor performance in the last three years, or any contracts where damages have been claimed by the contracting authority? | £ Yes  £ No |
| If **“Yes”** please give details: | |

**3.2 Compliance:**

**3.2.1** Potential Providers are required to self- certify that they hold or will put in place prior to mobilisation the policies and processes listed in the table below in line with legislation and pursuant to the requirements of the Draft Contract Terms and Conditions at Appendix3

|  |  |  |
| --- | --- | --- |
|  | **Yes** | **No** |
| Data Protection Policy and Processes Compliant with The Data Protection Act 2018 |  |  |
| Health & Safety Management Policy Compliant with The Health & Safety at Work Act 1974 |  |  |
| Environmental Policy with a commitment to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment. |  |  |
| Procurement Policy adopt such policies and procedures that are required in order to ensure that value for money has been obtained in the procurement of goods or services funded by the Contract. |  |  |
| Modern Slavery If applicable to the organisation, Potential Providers must state they are compliant with the annual reporting requirements contained within Section 54 of the Act |  |  |

**3.3 Previous Experience:**

|  |
| --- |
| Please provide relevant experience and quality of your delivery team showing how you can meet the requirements of the brief. |
| Please provide details of up to two contracts/projects/assignments you have delivered within the three years where you have provided similar services to those required by the GBSLEP.  *(Maximum of 500 words)* |

**Stage 2A – Quality Response (60% weighting)**

Potential Providers must respond to and provide relevant information with regard to all matters set out below. The responses and information must be submitted as part of the tender response. Failure to provide such information may result in your submission being rejected.

**Material Misrepresentation**

GBSLEP shall rely on the information provided by the Tenderer in relation to this section of the Tender Document prior to accepting the tender. A material misrepresentation contained therein shall constitute a material breach of contract.

**Questions**

|  |  |
| --- | --- |
| **A** | **Criteria A – EXPERIENCE & COMPETENCY** *(70% Weighting)* |
| A1 | Please outline how you would undertake the requirements of the Specification to achieve the specific objectives of the Audit including methodology; and how you will ensure that information is shared with the Senior Management Team and Directors.  (1000 words) |
|  | *Response* |
| A2 | Please provide details on your capability, knowledge, and resource capacity to demonstrate how you meet the requirements of the tender brief and in particular please provide details of the team that you will use to deliver the services, including the relevant qualifications and experience of the specific staff who will support the External Audit.   (750 words) |
|  | *Response* |
| A3 | Please provide details on the overall approach to audit including –   * Strategy and planning * Scope and materiality * Control and co-ordination * Reporting * Transition * Timetable * Covid-19 impact on audit   (1000 words) |
|  | *Response* |
| **B** | **Criteria B – QUALITY ASSURANCE***(30% Weighting)* |
| B1 | Provide details of any quality and security assurance certification that your company holds (e.g. ISO 9001 or 27001 or equivalent standard).  Please also provide documentary evidence (where available) and a description of your quality assurance methodology for this project. If no accreditation is held, please provide documentary evidence and brief description of your quality assurance capabilities.  (500 words – policies and certification are not included within the word count) |
|  | *Response* |
| B2 | Please describe your approach to potential conflicts of interest (500 words) |
|  | *Response* |
| B3 | Please identify any policies on independence rotation and compliance with regulatory and professional bodies. (500 words) |
|  | *Response* |

**Stage 2B – Price (40% weighting)**

Please complete the pricing schedule as detailed below.

|  |  |
| --- | --- |
| **Description of Services** | **COST ELEMENT** |
|  |  |
| External Audit and production of Statutory Accounts |  |
| Preparation and calculation of Corporation Tax |  |

All prices shall be in all cases exclusive of Value Added Tax, which will be applied in accordance with legislation.

The price(s) are deemed to be inclusive of all costs and expenses incurred in providing the product or service. No costs, other than those detailed will be allowed.

It is expected that the Provider will place no limit on the number of businesses that meet the required criteria accessing the training material.

**Further Information**

***Payment by BACS***

GBSLEP is implementing payments electronically by BACS and should your tender be accepted, you will be paid by BACS. Therefore, please provide the following information:

|  |  |
| --- | --- |
| Name of Bank/Building Society |  |
| Sort Code |  |
| Account Number |  |

***Confirmation Certificate***

[Name of Organisation] confirm that we understand and accept that GBSLEP has in its ITT stated that the terms and conditions are in accordance to those set out in the standard terms and conditions of contract.

[Name of Organisation] confirm that the tender submitted is on the basis as set out in the document and that a relevant consideration for GBSLEP determining to proceed with the evaluation of our tender is that we do not seek to negotiate on the specification or the standard terms and conditions of contract.

If for any reason following the submission of our tender we seek to propose any changes to the specification, standard terms and conditions or to put forward any proposal which conflicts and we do not withdraw that change following a written request to do so by GBSLEP, then we agree that GBSLEP may determine not to evaluate our tender submission any further.

|  |  |
| --- | --- |
| Date |  |
| Tenderer’s signature  (by a director) |  |
| Name of director in block capitals |  |
| Tenderer’s name |  |
| Tenderer’s address |  |
| Tenderer’s telephone number |  |
| Tenderer’s e-mail address |  |

***Thank you for taking the time to respond to this tender.***