

**C22542 ENVHNL Phase7 Drilling Works**

**FURTHER COMPETITION**

**conducted under ESPO Framework Agreement 664\_21 Consultancy Services**

# INVITATION TO TENDER

(Part A)

**Closing date for submission of tender**

**25 January 2024 (15:00)**

Environment Agency Dec2023



## CONTENTS

This document is in two parts:

### PART A

Part A is the Invitation to Tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document. Note: Part A does not need to be returned to the Customer.

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### PART B

Part B is the Tender Submission Document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for completing and submitting a tender).

**APPENDICES and ADDITIONAL INFORMATION (SUPPLIED SEPARATELY)**

Appendix A Pricing Schedule (Commercial Envelope)

Appendix B Call-Off Terms and Conditions (Bidder Pack)

LIT 12524 - Environmental reporting poster (Contractor) (Bidder Pack)

LIT 12528 - Health and Safety incident and near miss reporting procedure (Bidder Pack)

## GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document. For Tenderers’ convenience however, the following key terms, which are used throughout this document, are defined as follows:

|  |  |
| --- | --- |
| **Contract** | means this specific contract let by the Customer under ESPO Framework 664\_21. |
| **Customer** | Means the Environment Agency (being the public body which has opted to use the Framework to select and appoint a Service Provider to provide Services. |
| **ESPO** | means the Eastern Shires Purchasing Organisation. |
| **Framework** | means the framework agreement established by ESPO for the provision of Consultancy Services to Customers by Framework Service Providers. |
| **Framework Agreement** | means the over-arching agreement number 664\_21 between ESPO and the Service Provider, setting out the general terms and conditions which will apply to all specific Contracts (including this Contract) let under the Framework Agreement. |
| **Further Competition** | means this particular Customer procurement exercise under the Framework, within a specific Framework lot or lots, intended to secure formal quotations from all of the Framework Service Providers within Lot 8b, tailored to suit the Customer’s specific requirements. |
| **Invitation to Tender** | means this document, inviting Tenderers to submit a Tender. |
| **Service Provider(s)** | means the Service Provider appointed by the Customer as a result of this Further Competition under the Framework. |
| **Services** | means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in Section 2 of this document, Requirement. |
| **Social Value** | means the wider financial and non-financial impacts of programmes, organisations and interventions, including the wellbeing of individuals and communities, social capital and the environment as outlined within The Public Service (Social Value) Act 2012. |
| **Tender** | means the Tender submitted by the Service Provider to the Customer. |
| **Tender Submission Document** | means the submission document that should be completed in full by Tenderers and returned in advance of the tender deadline, in accordance with the instructions given (see Section 5, Instructions for completing and submitting a tender). |
| **Tenderer** | means an organisation that submits a completed Tender in response to this Invitation to Tender document. |
| **Terms and Conditions** | means the terms on which the Service Provider shall provide Services to the Customer as set out in Schedule 3 of the Framework Agreement [but subject to any variations agreed by the Customer and the Service Provider. |

## 1. INTRODUCTION

This is an Invitation to Tender with information, instructions and guidance provided in Part A, following consideration of which the Tender Submission Document (Part B) should be completed and returned by all Service Providers who wish to tender for the requirement described in the following pages.

### OVERVIEW

**Who is the Environment Agency?**

We are an Executive Non-departmental Public Body responsible to the Secretary of State for Environment, Food and Rural Affairs. Our principal aims are to protect and improve the environment, and to promote sustainable development.

Further information on our responsibilities, Corporate Plan and how we are structured can be found on our Website.

<https://www.gov.uk/government/organisations/environment-agency/about>

**What do we spend our money on?**

We are a major procurer of goods and services within the UK, spending circa £600M per annum, our major spend areas are:

• Flood and Coastal Risk Management (design, construction and maintenance)

• ICT and Telecommunications

• Vehicles and Plant

• Environmental Consultancy and Monitoring

• Temporary Staff and Contractors

• Facilities Management, Energy and Utilities

• Flood Management and Water Related Services

**What do we need from our suppliers?**

Suppliers are vital in supporting the delivery of our corporate plan. We aim to support the economy and society whilst delivering more environmental outcomes for every pound we spend. In many areas we are leading the way on environmental and technical developments. It is our role to ensure that suppliers clearly understand our corporate aims and objectives and know that we are committed to delivering the best value most sustainable solutions, considering the whole life cost of our procurement decisions. We promote diversity and equality and treat all of our suppliers fairly.

Our procurement strategy may be of interest to you as a potential supplier. It sets out our priorities and key commitments in a range of areas such as delivering our corporate plan, Government policy, supplier management and sustainable procurement:

<https://www.gov.uk/government/organisations/environment-agency/about/procurement#procurement-strategy>

Also, are you up to date on environmental legislation? See links below for further information.

Waste and Environmental Impact - <https://www.gov.uk/browse/business/waste-environment>

Environmental Regulations - <https://www.gov.uk/browse/business/waste-environment/environmental-regulations>’

In this present instance, the Customer is issuing this Invitation to Tender as a Further Competition under Lot 8b Environmental and Sustainability of ESPO Framework 664\_21.

### PROJECT OBJECTIVES

The Environment Agency maintains a strategic Groundwater Level Monitoring Network to ensure we have the necessary information to underpin our abstraction licensing and other groundwater management decisions. Occasionally boreholes are lost in this network for various reasons. To maintain the integrity of the network boreholes that cannot be recovered by any other means need to be replaced to continue to meet our statutory obligations. There is also the need to drill new boreholes in areas where information on the subsurface geology is lacking to enable the development of a good understanding of the aquifer systems we are required to manage.

The overarching objective of this project is to deliver the services within budget and achieve value for money, while observing highest professionalism and sectoral good practice.

The primary objective of the procurement is:

To drill, develop and complete the specified number of groundwater level monitoring boreholes, taking care to:

• Deliver every borehole to the highest professional standard

• Ensure maximum environmental protection

• Achieve value for money within approved budget

### CONTRACT DURATION

The Contract will be established for an initial period of 1 year with an option to extend for a further period or periods up to a total of 1 year taking the Contract term to a maximum of 2 years. The Contract is intended to start on 26 February 2024 or as otherwise agreed.

Any subsequent extension to the Contract will be agreed between the Customer and the Service Provider. It is likely that the Customer will seek the Service Provider to demonstrate improvements and/or price reductions before considering an extension. For any extension(s) to the Contract, discussions with the Service Provider shall be conducted sufficiently far in advance of the Contract expiry date to arrive at an agreed position.

### QUESTIONS AND CONTACT DETAILS

All requests for clarification (whether in relation to this document, the requirement or the Tender Submission Document) should be submitted as soon as possible through the messaging facility for this opportunity in the Defra eSourcing portal.

A copy of all questions and answers raised will be maintained and distributed periodically to all recipients of the Invitation to Tender. If the Tenderer expresses that the question is confidential and the Customer agrees that it is then the response will be sent only to the Tenderer raising the question.

The Customer will circulate a complete list of answers via the Defra eSourcing portal to all questions submitted by (up to and including) 25 January 2024 (15:00).

Questions received after this date may not be answered.

If you do not wish to submit a Tender, please notify the Customer by declining the invitation to tender in the eSourcing portal. Under no circumstances should you pass this document on to a third party.

**Customer’s right to abandon or amend the competition**

The Customer may abandon the procurement at any time prior to the contract award in accordance with the Regulations and any such abandonment will be notified in writing to all Tenderers. It may be necessary for the Customer to make amendments to the content of the Bidder Pack at any time prior to the Deadline for Responses (as set out in the Timetable). In order to give Tenderers reasonable time in which to take such an amendment into account in preparing their Responses, the Customer may extend the deadline for the submission of Responses.

## 2. REQUIREMENT (including Specification)

### Outcome Specification

The primary outcome of this commission is to drill, develop and complete the specified number of groundwater level monitoring boreholes (the works), and taking care to:

• Produce a final specification for the works

• Produce Health and Safety Plan, including undertaking all necessary pre-construction searches and documentations

• Carry out the works as documented and agreed

• Produce a factual report upon completion of the works

• Register each monitoring borehole with the British Geological Survey and provide the Customer with the details

Working with the Customer, the Service Provider shall be responsible for ensuring the design is acceptable to the Customer and will ensure that the cost and quality of the construction work represents value for money and is affordable by the Customer and within the agreed budget.

**Project Management**

It will be the Service Provider’s responsibility under the contract to provide professional services relating to the supervision, drilling and completion of monitoring boreholes at specified locations. The Service Provider will, in particular, pay attention to the specified details of works to be carried out as itemised below:

• Attend start-off meeting and site visit

• Produce final specification for the works

• Manage the Contract and ensure works are carried out as documented and agreed, including the management of sub-contractors if applicable

• Produce a factual report upon completion of the works

• Provide the services in the capacity of planning supervisor and principal contractor to comply with CDM regulations, and in line with agreed health and safety plan.

• Identify and obtain all necessary consents, licences, permits and approvals needed to carry out the work.

• Ensure the works comply with the Customer’s statutory obligations under the Countryside and Rights of Way (CROW) Act 2000 and the Habitats Regulations.

• Agreement and management of change.

• Attendance and on-going management of project risk and programme reviews to achieve the scope.

• Weekly progress updates via email

• The Service Provider’s Project Manager to be responsible for delivery of services and works in line with agreed programme.

* Maintain a lessons learnt/action taken log and disseminate any key lessons learnt to the business via the weekly email progress updates.

**Services Required**

**Tasks**

Task 1: Start Up Meeting & Site Visit

The Service Provider is required to attend a virtual start-up meeting. This will be an opportunity to discuss the requirements of the project and clarify any queries about the project or contract with the Customer. Any further background information will be provided for review. Site visits with the Customer’s officers will be included in this task and will be scheduled to take place as soon as possible after the award of the contract to the successful Tenderer.

Task 2: Producing the final specification for the works

Following the review meeting and site visits, the Service Provider is required to develop a technical design specification for the construction and installation of each borehole, to include the information set out below and submit a draft version, including any supporting documents for the Customer’s approval.

Key considerations for specification and Service Provider’s responsibilities include:

* utility services checks, site surveys including UXO survey
* ground clearance, including access points
* public safety requirements
* provision of secure site compound and welfare facilities
* waste management
* post construction ground remediation; and
* any other foreseeable requirements to carry out the works*.*

Task 3: Carrying out the works

Once approval is given, the Service Provider is required to carry out the works in accordance with the final specification as documented and agreed under Task 2.

Task 4: Producing the factual report

A full factual report on the borehole drilling and completion will be submitted within six weeks of completion of the works to Customer for their review and approval. Any amendments agreed following the Customer’s review will be completed within four weeks and a final report submitted.

Register each monitoring borehole with the British Geological Survey and provide the Customer with the details

**Health and safety and Bio-security requirements**

The Service Provider is required to provide the services in the capacity of Principal Contractor and other necessary tasks to comply with CDM Regulations 2015. Works shall be carried out in accordance with the Health and Safety Plan (HASP) agreed as part of the final design for inspection (see Task 2).

Your proposal should set out how the risks related to undertaking site survey and works will be managed and the H&S and Bio-security procedures that will be applied.

The Service Provider will be responsible for ensuring that all services and works provided under the contract are carried out in a compliant and safe manner. The approach to on site surveys and works shall be agreed with the Customer Project Manager before work is carried out.

The Service Provider will be responsible for ensuring the appropriate Bio-security control measures are put in place to minimise the risk of spreading invasive species or plant/animal disease onto or from the sites.

If you propose the use of sub-contractors, you should outline their competency to conduct the works in a safe and compliant manner and how you will ensure that risk assessments and methods statements are in place and managed for approval by the Customer prior to their appointment.

Any incidents or near misses must be reported to the Customer’s Project Manager in line with RIDDOR reporting timescales.

**Other regulatory requirements**

The Service Provider must identify and ensure all necessary consents, licences, permits and approvals needed to carry out the work are obtained. Furthermore, the Service Provider is responsible for advising the Customer on compliance with any conditions or obligations that may be imposed and amending the specification accordingly.

The Service Provider is also responsible for ensuring that the works comply with the Customer’s statutory duties under both the Countryside and Rights of Way (CROW) Act 2000 and the Habitats Regulations.

The Service Provider is responsible for the compliant management and removal of all waste from the sites in accordance with the Environmental Permitting Regulations 2016, including WAC testing as required, and ensure it is disposed of at an appropriately permitted facility, with the appropriate Waste Transfer Notes obtained and provided to the Customer.

**Definition of completion and defects**

It is an absolute requirement of the contract that Completion is only certified when:

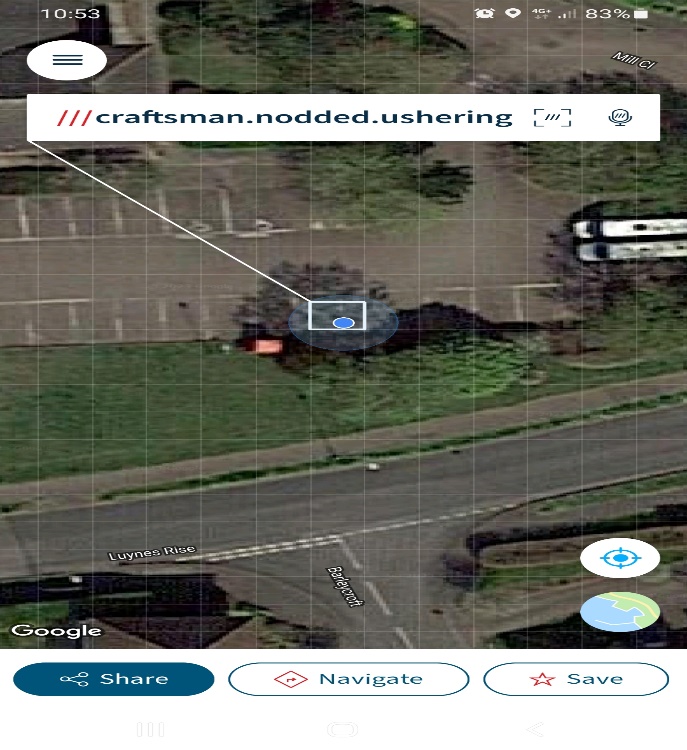
* All of the services have been provided to and accepted by the Customer.
* All reports have been provided to and accepted by the Customer.
* All Defects have been rectified to the satisfaction of the Customer.
* All supporting records, including CDM and Health and safety documentation have been provided to the Customer.
* All GDPR obligations have been fulfilled by the Service Provider.

A Defect is any service provided which is not in accordance with the scope, the law or acceptable good practice in the industry. This includes any service which is not in accordance with the work practices stated as being employed by the Service Provider to ensure the quality of their services is consistent with their quality plan.

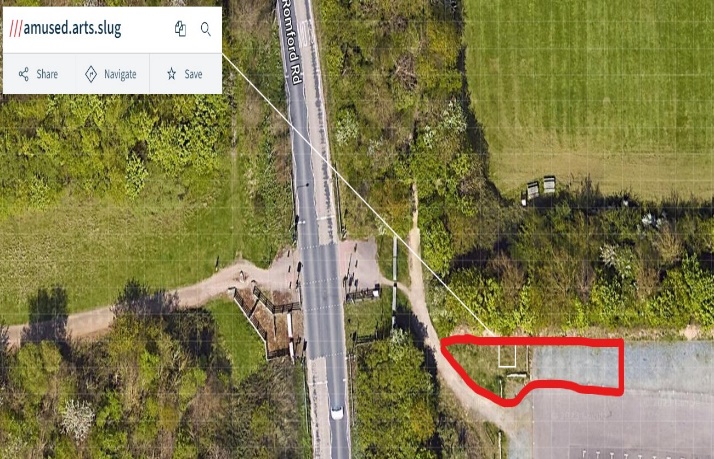
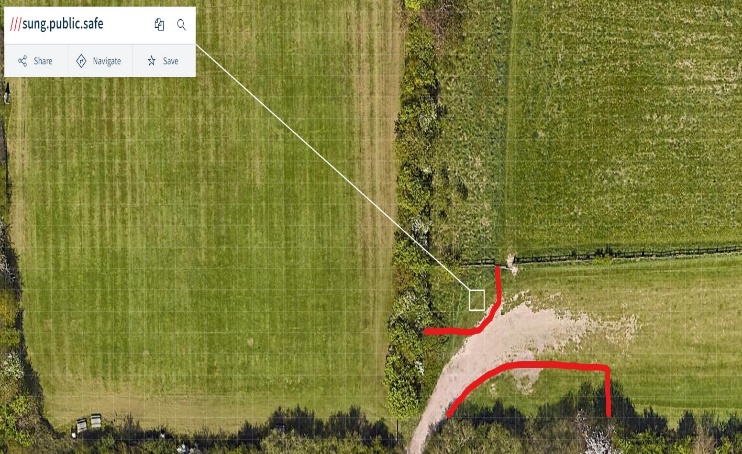
**The key deliverables**

The Service Provider will deliver the monitoring boreholes at the listed locations (What Three Words link provided) in the role of Principal Contractor as specified above:

Seth Ward Community Centre Buntingford - target depth 60m

Belhus Woods Country Park, Ockendon - target depth 90m

\*Lynwood - target depth 70m

\*High Laver House - target depth 70m

\*Sites subject to ongoing Landowner agreement negotiations – more information will be made available once access is agreed. Should Landowner agreement not be received, the Customer will seek a suitable alternative site in the locality.

The target borehole depths given above are indicative, as final depths will be dependent on the actual geology in place. The boreholes should be drilled using the most appropriate drilling technology and in strict adherence to best well drilling practice. Coring will not be required, but small samples should be collected from the arisings at regular intervals for characterisation of the material and WAC testing.

**Casing and Screen Details**

For each monitoring borehole the Service Provider shall provide a proposed design for approval, but drilling should be at a suitable diameter (usually 150mm) to allow the installation of 75mm diameter monitoring well. There should be a permanent blind casing (HDPE preferred) that penetrates at least 3m into the target geological formation (Chalk) and the casing should be grouted in place with a clay/ bentonite cement grout to prevent shrinkage effects around the casing.

The remainder of the borehole should be open hole at the same diameter as the casing as we expect the Chalk to be competent and to remain open after drilling is finished. If this is not the case, a slotted casing of same diameter should be installed. In this situation a gravel pack will also be required to prevent clogging of the slotted casing.

**Accessibility for Monitoring Equipment**

The Customer is responsible for the future monitoring of the boreholes. Groundwater levels will be measured via data logger and also monthly using a dip meter. For this reason, the headworks must have enough space to accommodate monitoring equipment.

**Headworks**

Due to the land use the headworks need to be below ground in a manhole chamber with a lockable manhole cover (fibre glass or reinforced plastic) that can withstand vehicle loads and can be safely lifted by monitoring staff as and when needed. The headworks design should comply with the Environment Agency’s Water supply borehole construction and headworks: guide to good practice.

As a minimum the headworks should include:

• Borehole, located centrally within the chamber, capped with flange plate with central access hole (approx. 75 mm) for sensor cable and two dipping point hole

• Poured concrete base 150 mm thick with down-slope drain running to earth

• A spacing of 300 mm between the concrete base and top of flange

• Brickwork along all four chamber walls 210 mm thick class OBO engineering brick

• Lockable manhole cover (600mm x 600mm Fibrelite manhole cover suitable for vehicle loads of up to 7.5t) suitable for vehicles to drive over it and light enough for monitoring staff to lift.

• Manhole cover support frame to be embedded and hunched in class 1 mortar around and on top of the brick chamber walls

Width and Length of chamber will need to be steered by manhole cover size.

A manhole cover in the ground

Description automatically generated

**Services and diversion plan**

The Service Provider shall check existing services data, identify any further gaps prior to start of drilling and obtain services data from utility companies. The plan shall also include surveys for unexploded ordinance (UXO). Bids should include direct costs of obtaining the data and any additional surveys required.

**Standards to be used**

1. **Health and safety**

Health and Safety is the number one priority of the Customer. The Service Provider will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

All staff employed to carry out works on site shall hold valid CSCS certification and be suitably trained to carry out their roles, including any additional certification or licences required.

1. **Customer standard documents**

The Service Provider should, in addition to their own internal standards, carry out their design being mindful to also comply with the following Customer minimum standards:

Notice for Contractors - Health and Safety incident and near miss reporting procedure (300\_10\_SD26, Version 2, Issued 14/08/2013)

Notice for Contractors - Environmental incident and near miss reporting procedure (300\_10\_SD22, Version 4)

Copies of the above standards are available in the Bidder Pack for information.

**Constraints on how the Service Provider provides the services**

Please note that all drilling locations are subject to land access approvals, so the drilling programme must be sufficiently flexible to accommodate this. The programme will follow land access approvals (first come - first drilled basis).

**Requirements of the programme**

Please note that the Customer expects this programme to be delivered over two financial periods, but the contract may be terminated at the end of the first year if performance is below expectation.

The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

a) Service Provider’s internal review (as per your quality review procedures) and Customer review of all outputs before circulation to the wider project team to ensure high quality of all outputs.

b) Sufficient allowance for internal and external consultation.

c) Submission for approval and time allowance for the Customer’s approval process.

### SPECIFICATION

The general specification and Lot specific specifications detailed below make up the requirement under this Framework Agreement.

Whilst the specification set out below is intended to provide a broad indication of the Services required as part of the Framework, it should be considered as being sufficiently flexible to Customers’ needs, provided that such variation does not conflict with the requirements of the Public Contract Regulations 2015. This means that Customer requirements may be more precisely formulated but should not be substantially amended from the terms set out in the Framework Agreement and the context of this specification.

Therefore, any such localised variation reflected in a Customer Call-Off Contract must remain broadly within the reasonable bounds of the Services described herein.

**INTRODUCTION**

This Specification sets out the general provisions that shall apply to all contracts awarded under the Framework (across all Lots). Since the range of requirements which will arise from potential Customers is very wide, no individual elements of work are singled out under each Lot (or Sub-Lot where relevant). However, as an indication, typical requirements where Customers may seek consultancy input and support within each Lot (or Sub-Lot) are outlined after the ‘General Requirements (All Lots)’ section within the specification below.

While Tenderers are not expected to specialise in all of the Services listed within the description for each Lot or Sub-Lot, Tenderers must be able to offer a broad base of Consultancy advice within each Lot or Sub-Lot as follows:

* Lot 1 Business Services
* Lot 2 Finance and Governance
  + 2a Audit Consultancy
  + 2b Internal Audit Services
  + 2c External Audit Services
  + 2d General Finance
  + 2e Procurement
  + 2f Revenues and Benefits
  + 2g Tax
  + 2h Treasury Management
* Lot 3 Food and Catering
* Lot 4 Health and Social Care
  + 4a Public Health
  + 4b Social Care (Adults)
  + 4c Social Care (Children)
* Lot 5 Highways, Traffic and Transport
* Lot 6 IT
  + 6a Operational IT
  + 6b Strategic IT
* Lot 7 Leisure, Culture and Tourism
* Lot 8 Property and Environment
  + 8a Asset Management and Delivery
  + 8b Environmental and Sustainability
  + 8c Facilities Management
  + 8d Health and Safety
  + 8e Housing and Housing Support
  + 8f Planning, Valuation and Structure
  + 8g Regeneration and Regional Development
  + 8h Waste and Recycling
* Lot 9 Research and Marketing
  + 9a Community Research and Engagement
  + 9b Marketing, Communications and PR
* Lot 10 Strategic Projects

**DEFINITION OF A CONSULTANT**

For the purpose of this Framework and Specification, a “Consultant” is defined as an individual, agency or organisation who is employed, usually on a fee basis, to facilitate decision making by providing:

* Expert analysis/design and advice; and/or
* Performing a specific task/s; and/or
* Involving skills or perspectives

all of which falls outside of a Customer organisation’s expertise, knowledge or experience and should only be arranged for a defined period of time to carry out specific, finite or ‘one-off’ projects.

A Consultant is not:

* A contracted-out service, essentially routine, for a specified duration;
* A staff substitute to be used when insufficient staff are available to complete day to day works;
* To have any form of delegated authority or to manage any employees;
* To be employed under a contract of employment.

“Consultancy” furthermore is defined as the provision of advice relating to strategy, structure, management or operations of an organisation in pursuit of its purposes and objectives. Such advice is provided outside the ‘business-as-usual’ environment when in-house skills are not available and will be time-limited. Consultancy may include the identification of options with recommendations, or assistance with (but not the delivery of) the implementation of solutions.

**DEFINITION OF A PROJECT**

A “Project” is defined as a temporary and unique piece of planned work or activity over a defined period of time, intending to achieve a particular purpose or to accomplish a singular objective or multiple objectives.

The Customer will establish their Project details based around their requirement and desired objective/s at that time. The Customer will then call upon a Service Provider to help and assist in mobilising both internal and external resources to achieve their desired objective/s accordingly.

**SOCIAL VALUE**

ESPO are committed to the ongoing aspect of social value and sustainability within the UK Public Sector. ESPO will look to work with Service Providers in respect of continuously supporting and driving social value and sustainability outputs from this Framework.

The Service Provider shall work with ESPO and Customers to support social value and sustainability targets and improvements within local economies.

The Service Provider shall work proactively with their supply chains to promote and support social value and sustainability targets and improvements within local economies.

The Service Provider shall report to ESPO and the Customer details of the Social Value delivered to each Customer as part of the quarterly management information in accordance with Framework schedule 7 and Framework schedule 10 of Appendix A -Framework Agreement.

The Service Providers shall, as and when reasonably requested by ESPO, provide reports to ESPO to outline the social value achieved with Customers and via the Framework. The detail, scope and frequency of such reporting is to be agreed between ESPO and the Service Provider.

The Service Provider shall be expected to carefully assess the financial, environmental and social impact of the provision of services at all times throughout the life of the Framework (and subsequent Customer contracts where this may extend beyond the life of the Framework).

**GENERAL REQUIREMENTS (ALL LOTS)**

The following general provisions shall apply to all Call-Off Contracts via the Framework. The Customer may expressly specify that one or more of these provisions does not apply to their particular Call-Off Contract at that time. Unless such express exclusion is documented, however, the following will prevail.

1. **COMMISSIONING PROJECTS**
   1. In response to the Customer’s Project brief, the Service Provider shall:

1.1.1 Submit a project plan, outlining:

* + 1. Methodology(s) to be used;
    2. Project management and work planning techniques to be employed;
    3. Anticipated timescales for delivery of the Project;
    4. Resources, materials and personnel to be deployed on the Project;
    5. How risks will be managed;
    6. How the Project will be reviewed, knowledge transferred and lessons learnt; and
    7. The overall price based on the above.

1.1.2 Provide a communication plan detailing their proposed engagement with the Customer throughout the Project. This should encompass:

* + 1. Updates on the Project status and review meetings as necessary;
    2. Identification of stakeholders and how they will be kept informed; and
    3. Method and frequency of communication with these stakeholders.

1.1.3 Demonstrate appropriate experience, capabilities and knowledge to meet the specific requirements of the Project, including sound knowledge of policy and legislative background relating to local government and the wider public sector.

1.1.4 Agree with the Customer criteria and deadlines for final completion of the Project where applicable.

1. **PROJECT DELIVERY** 
   1. The Service Provider and Consultant shall carry out their duties in compliance with the terms of the Customer’s Project brief and provisions made in their Tender submission and all subsequent instructions of the Customer which shall be confirmed in writing so far as such instructions are applicable to the Services hereunder agreed to be performed by them. In case of conflict between the terms of the Customer’s Project brief and any subsequent instructions, the subsequent instructions shall prevail.
   2. The Service Provider and Consultant shall exercise reasonable skill, care and diligence in performance of all duties agreed to be performed by them.
   3. The Service Provider shall obtain the written prior approval of the Customer to any modification of any instruction earlier approved by the Customer.
   4. If requested to do so by the Customer, the Service Provider shall undertake any additional work (not covered by the Customer’s Project brief) as may be necessary in connection with the Project. Prior to undertaking any additional work, the Customer and the Service Provider must complete and sign a change order form to avoid any scope creep to the Project.
   5. The Consultant shall in connection with the Project:

2.5.1 Undertake all necessary enquiries, surveys and investigations;

2.5.2 Submit reports to the Customer on the Project no later than the dates specified by the Customer unless otherwise agreed in writing;

2.5.3 Deliver presentations to senior management, the general public or other stakeholders, as agreed at Project outset or as reasonably required during the course of the Project; and

2.5.4 Deliver the Project outcomes and objectives within any timescales agreed at the Project outset.

* 1. The Service Provider and Consultant shall provide their own administrative and technology support and consumables when undertaking Services on behalf of the Customer.
  2. The Service Provider and Consultant shall comply with the Customer’s policy Framework and Constitution.

1. **SERVICE PROVIDER’S STAFF**
   1. The Service Provider will ensure that it is has a suitable structure and level of resource in place to deliver the Services called for under the Framework.
   2. Once operational, significant changes in the assigned personnel will not be made without prior written consent of the Customer, such consent will not be refused unreasonably.
   3. The Service Provider shall advise the Customer as soon as reasonably practicable in the event of a change in personnel during the delivery of Services.
   4. The Service Provider shall ensure that all personnel and other persons providing the Services are at all times properly and sufficiently qualified, competent, careful, skilled, honest, experienced, instructed and supervised as the case may be with regard to the Services and in particular to ensure adequate discharge of the Service Provider’s obligation in relation to:

3.4.1 The task or tasks such a person has to perform;

3.4.2 All relevant provisions of the agreement; and

3.4.3 All relevant policies, rules, procedures and standards of the Customer.

* 1. The Service Provider shall have processes and procedures to manage business continuity and ensure effective recruitment and retention of Consultants.
  2. The Customer may request the removal of any of the Service Provider’s staff whom the Customer reasonably believes to be unsuitable. Such request may be made if the Customer considers the staff member to be insufficiently skilled or competent, or to be guilty of misconduct (for example, but not limited to, assault, abuse or harassment).
  3. For each member of staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty, the Service Provider shall ensure that a police check and such other checks as may be carried out through the Disclosure and Barring Service are completed. The Service Provider shall not (and shall ensure that any sub-contractor shall not) engage or continue to employ in the provision of the Services any person who has a relevant conviction or inappropriate record.

1. **LOCATION OF SERVICES**
   1. The Service Provider shall deliver Services in any reasonable location as specified by the Customer. This may be the Customer’s base location or another location as may be required.
   2. Elements of the Services may also be delivered remotely at the Consultant’s base location where agreed.
   3. Known locations of required service delivery should be highlighted by the Customer to the Service Provider and Consultant at the outset of the Project. Any changes or additional locations as may be required should be shared with the Service Provider and Consultant by the Customer as soon as reasonably possible.
2. **PAYMENT OF SERVICES**

**Day Rates**

* 1. Unless otherwise agreed, the Service Provider shall charge the Customer for their Services based on a standard economic unit of a rate per day per grade of Consultant.
  2. The rates specified by the Service Provider as part of this Tender shall prevail in the event the Customer decides to place a direct award under the Framework. These rates are to be capped throughout the Customer Contract.
  3. Where the Customer seeks to conduct a further competition under the Framework, the Service Provider may offer more competitive rates to suit the specifics of the Customers Call-Off Contract. The rates quoted in comparable further competitions must not however exceed the equivalent rates quoted in this Tender.
  4. The Service Provider shall not permit the day rates charged to the Customer, or the day rates charged in respect of any constituent element of the Services, to exceed the relevant sums set out in the Service Provider’s Tender without the prior approval in writing of the Customer.
  5. Customers may elect to invite bids during the further competition process using a range of other commercial models such as (but not limited to):

5.5.1 Fixed payment;

5.5.2 Staged-payment;

5.5.3 Contingency payment;

5.5.4 Return on investment (ROI); and

5.5.5 Any other reasonable model as specified by the Customer

Such models however should be based on the day rates tendered within this Framework Agreement.

**Standard Working Day**

* 1. The standard working day shall be agreed between the Service Provider and the Customer; however, in any event, the minimum number of hours within a standard working day shall be eight (8) hours (exclusive of breaks). No overtime or other enhancement to the Maximum Day Rates shall be paid by the Customer to the Service Provider, regardless of how many hours are worked during the day.

**Expenses**

* 1. Where the Consultant is required to deliver Services beyond the Consultant’s base location, the Service Provider may charge the Customer for any reasonable expenses incurred. All expenses charged shall be in accordance with, and shall not exceed the Customer’s travel and subsistence policy.
  2. It will be the Service Provider’s responsibility to make themselves aware of the Customer’s travel and subsistence policy prior to incurring travel and subsistence costs.
  3. Where a travel and subsistence policy does not exist, the Service Provider and the Customer shall agree a mechanism as to how expenses will be reasonably charged.
  4. Claims for payment are to be accompanied by VAT receipts.
  5. For the avoidance of doubt, no expenses shall be paid by the Customer to the Service Provider in relation to the cost of providing resources to work at the Consultant’s base location.

**Payment and Invoicing**

* 1. Unless otherwise agreed with the Customer and subject to clause 5.15 below, the Customer shall pay the Service Provider all invoices that are not in dispute within thirty (30) days of receipt.
  2. It is envisaged that the Customer will require a single consolidated invoice, although, where specified, the Customer may require a small number of departmental invoices.
  3. The Service Provider shall in their accounts provide information as may be required by the Customer to enable financial control over the Project to be exercised by the Customer. Where accounts are submitted these shall indicate expenditure in respect of work completed on individual tasks. The Service Provider shall afford facilities at all reasonable times for their books of accounts, vouchers and records relevant to the Project to be inspected by a person to be agreed between the Service Provider and the Customer for the purposes of verifying the Service Provider’s claims for payment. Where required by the Customer claims for fees and reimbursable expenses shall be supported by the auditor’s certificates.
  4. The Service Provider will provide the Customer with a range of methods in which invoices can be raised and paid. Such payment methods and options will be agreed with the Customer prior to the commencement of their Call-Off Contract.
  5. Should there be a dispute regarding the fee or expenses payable to the Service Provider, the Customer reserves the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Service Provider will ensure that any consolidated invoices do not include such amounts so as not to delay payment of the remaining authorised sums.
  6. The Service Provider and Consultant shall follow the Contract Procedure Rules of the Customer, and the Customer’s Standard Financial Instructions where required.

1. **PROJECT DOCUMENTS**
   1. The Customer shall be entitled to the copyright of all documentation and other material produced for the purpose of the Project by the Service Provider or Consultant under their direction or supervision.
   2. The Service Provider or Consultant shall not use any such documents or material for any purpose other than the Project without the written prior agreement of the Customer.
2. **CONTRACT MANAGEMENT**
   1. The Service Provider shall nominate an account manager to manage the Framework who shall be the primary and single point of contact for Customers accessing the Framework. The Service Provider shall immediately notify ESPO and the Customer if the nominated account manager is to change.
   2. The Service Provider and/or Consultant shall, as the Project proceeds, consult the Customer and keep them informed in all matters connected with the Project, in such manners required by the Customer or any person, bodies or authority having statutory powers or rights in connection with the Project.
   3. The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives and targets with the Customer prior to the start of the Project, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives and targets.
   4. The Service Provider shall send the appropriate Consultant or personnel to all meetings convened by the Customer in connection with the Project to which they may be invited, including regular progress meetings. The Customer reserves the right to request any additional meetings where necessary to address any matters between the review meetings. Attendance at such meetings will be at no additional cost to the Customer.
   5. The Service Provider will be proactive when managing contracts under the Framework including but not limited to:

7.5.1 Dealing with and resolving complaints; and

7.5.2 Dealing with slippages in performance or Project deliverables.

The Service Provider and/or Consultant shall also be proactive in raising with the Customer any opportunities and/or issues (potential or actual) that are affecting or may affect the above.

1. **COMPLAINTS**
   1. The Service Provider will have in place a comprehensive and accessible procedure for dealing with complaints or problems raised or experienced by the Customer or its service users. A copy of the Service Provider’s complaints procedure will be provided to the Customer on the implementation/commencement of Services.
   2. The Service Provider’s complaints procedure shall ensure that all complaints are logged, investigated and resolved accordingly in a timely manner with:

8.2.1 Verbal complaints responded to with a written response within 3 working days; and

8.2.2 Written complaints acknowledged and responded to with a written response within 5 working days.

* 1. In the event the Service Provider is not able to provide a written response within the timescales specified in Clause 8.2 above, the Service Provider and/or Consultant shall advise the Customer of this and will provide a realistic timescale of when a response is likely to be provided. The Service Provider and/or Consultant will provide the Customer with regular updates as may be agreed between the parties.
  2. In event the Customer is not satisfied with the response provided by the Service Provider to a complaint made, the Service Provider will execute an appropriate escalation procedure with defined timescales and respond to the Customer by no later than 5 working days after Customer contact.
  3. Where the Customer makes a complaint during a Project (i.e. because the Consultant has not arrived on time or is inadequately qualified, etc.) the Service Provider shall ensure that the complaint is dealt with a matter of urgency and will attempt to resolve the complaint straightaway where possible.
  4. The Service Provider will provide the Customer with regular management information as per Clause 10 below on the number of complaints made under their Call-Off Contract. Where requested by the Customer, the Service Provider will provide more in-depth details of complaints, including (but not limited to): date the complaint was made, nature of the complaint and the date/actions taken to resolve the complaint, etc.
  5. In the event that similar complaints continue to occur throughout the Customer’s Call-Off Contract and/or the number of complaints has reached an unacceptable level, the Customer reserves the right to hold additional meetings with the Service Provider at no extra cost in order to review and discuss the complaints made. Where appropriate, the Customer may decide to implement a performance improvement plan with the Service Provider until such time that all concerns have been satisfied.
  6. The Service Provider will also provide its staff members and Sub-Contractors with an adequate complaint’s procedure and an appropriate means of contacting them, in order to raise any complaints and resolve any issues. Such means of contact shall be by telephone and/or email.

1. **PERFORMANCE MANAGEMENT**
   1. The Service Provider will internally monitor the quality and performance of Services delivered by them.
   2. The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives, key performance indicators and service levels with the Customer prior to the start of their Call-Off Contract, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives, key performance indicators and service levels.
   3. In the event the Service Provider and/or Consultant fails to meet the key performance indicators and service levels, the Customer will be entitled to execute the remedies contained in Clause 9 of the Customer Call-Off Terms and Conditions.
   4. The Service Provider shall carry out reviews and/or spot checks on their Consultant and/or relevant staff performance in order to ensure Services are delivered in accordance with any relevant and applicable legislation, industry best practice and the requirements of the Customer’s Call-Off Contract. The Service Provider shall operate a process for addressing different levels of poor performance, including the implementation of a plan to address the issues, project suspension or employment termination for serious breaches.
   5. The Consultant or Service Provider will ensure that any feedback received from the Customer is shared with the Service Provider staff members concerned so that the Service Provider and/or Consultant can learn from the feedback given and act upon it. The Service Provider will also seek feedback from their staff members to identify any issues with the Service Provider or Consultant which are or may affect the Services being delivered.
2. **MANAGEMENT INFORMATION**

**For the Customer:**

* 1. The Service Provider shall provide management information on a periodic basis relative to all activity undertaken by the Service Provider as requested by the Customer.
  2. The content and frequency of management information will be agreed with the Customer at the point of awarding a contract under a further competition, or before commissioning Services from the Service Provider.
  3. Management information will be presented in a format which can be exported into MS Office Applications or other similar packages used by the Customer that can be used to manipulate data.
  4. The Service Provider will provide management information to the Customer within a reasonable timescale (ideally within forty-eight (48) hours) and at no additional cost to the Customer.

**For ESPO:**

* 1. The Service Provider agrees to provide ESPO with information relating to the Services procured and any payments made under the Framework.
  2. The Service Provider shall supply management information to ESPO in accordance with Schedule 7 of the Framework Agreement.
  3. The Service Provider shall also supply ad-hoc management information to ESPO when they are appointed by a Customer to provide Services.
  4. ESPO may be required to share management information with YPO. Sharing of such information will be on a strictly confidential basis.
  5. Upon receipt of management information supplied by the Service Provider to ESPO, the Customer and the Service Provider hereby consent to ESPO and YPO:

10.9.1 storing and analysing the management information and producing statistics;

10.9.2 sharing management information or any statistics produced using the management information, with any other Customer. Any Customer receiving management information shall be informed of the confidential nature of that information and shall be requested not to disclose it to anybody who is not a Customer (unless required by law).

* 1. ESPO may, but not unreasonably, make changes to the management information which the Service Provider is required to supply and shall give the Service Provider reasonable notice of any such changes.
  2. The Service Provider shall provide ESPO with their books of account in support of trading reports if requested to do so.

1. **CONTINUOUS IMPROVEMENT**
   1. The Service Provider will ensure that Service delivery is continually reviewed and addressed so that improvements are continuously incorporated into the Customer’s Call-Off Contract.
2. **ADDITIONAL CUSTOMER SPECIFIC REQUIREMENTS**
   1. The Customer will specify prior to entering into a formal Call-Off Contract with the Service Provider any additional requirements they require the Service Provider to meet and/or provide.
3. **SCOPE OF REQUIREMENTS (BY LOT)**

This section of the Specification outlines the general scope of requirements within each Lot (or Sub-Lot) of the Framework Agreement.

It is important to note that whilst the Services listed under each Lot (or Sub-Lot) are designed to be indicative of the types of Consultancy advice and support Customers using the Framework may require, these lists are not intended to be exhaustive. Similarly, in utilising the Lots (or Sub-Lot), Customers will not be restricted to seeking advice on specific Services listed under each Lot (providing that the advice they are seeking is relevant to the broad heading of the Lot).

It is the nature of Customers’ requirements that will determine the Lot most appropriate to deliver the business need.

* 1. **LOT 1 BUSINESS SERVICES**

13.1.1 This Lot is for Customers seeking a broad range of consultancy in in relation to business services.

13.1.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Alternative delivery models
    - Brexit preparedness, response and contingency planning
    - Business continuity and resilience
    - Business transformation
    - Change management
    - Corporate social responsibility
    - Disaster recovery systems and testing
    - HR and Payroll
    - Improvement programmes
    - Legislation compliance
    - Organisational design and policy
    - Pandemic preparedness, response and contingency planning
    - Process mapping
    - Programme management
    - Project management
    - Quality management
    - Risk management and mitigation
    - Service improvement
    - Strategy development
    - Supply chain management
  1. **LOT 2 FINANCE AND GOVERNANCE**

13.2.1 This Lot is for Customers seeking a broad range of consultancy in relation to finance and governance.

31.2.2 This Lot is divided in to six Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 2a Audit Consultancy**

* + - Audit assessments
    - Audit consultancy
    - Audit services
    - Audit strategies and methodologies
    - Benchmarking and quality assurance
    - External audits
    - Financial audits
    - Governance, risk and internal control
    - Internal audits
    - **Lot 2b Internal Audit Services**
    - Benchmarking and quality assurance
    - Compliance reviewing
    - Corporate governance
    - Fraud investigation
    - Internal control reviewing
    - Internal audits
    - Operational reviewing
    - Risk management
    - Specified purpose audits

**Lot 2c External Audit Services**

* + - Benchmarking and quality assurance
    - Compliance reviewing
    - Corporate governance
    - External assurance services
    - External audits
    - Financial audit
    - Fraud investigation
    - Risk management
    - Specified purpose audits
    - Statutory audit

**Lot 2d General Finance**

* + - Actuary, investments and pensions
    - Banking
    - External funding
    - Financial analysis and reporting
    - Financial modelling and model reviews
    - Financial options
    - Financial reviews, evaluations and feasibility studies
    - Financial policies and strategies
    - Financial procedures and processes
    - Funding applications and grants

**Lot 2e Procurement**

* + - Category management
    - Contract management
    - Corporate Social Responsibility
    - E-sourcing
    - Efficiencies and savings
    - European and global sourcing
    - Process mapping and optimisation
    - Procurement strategy development and implementation
    - Social Value
    - Supplier integration
    - Supplier relationship management
    - Supply chain resilience

**Lot 2f Revenues and Benefits**

* + - Efficiency reviews
    - Government returns
    - Heath check programmes
    - Model adoptions
    - Payment arrears

**Lot 2g Tax**

* + - CIS (Construction Industry Scheme)
    - Compliance and advisory
    - Corporation tax
    - Efficiency schemes
    - Employment tax
    - Land tax
    - NICs
    - PAYE
    - Policy development
    - Stamp duty
    - Tax accounting services
    - Tax planning
    - Tax technologies
    - VAT

**Lot 2h Treasury Management**

* + - Accounting treatment
    - Credit ratings
    - Codes of practice
    - Debt management
    - External loan portfolios
    - Investment reviews and strategies
    - Legislation
    - Market conditions
    - Prudential indicators
    - Treasury management risks
  1. **LOT 3 FOOD AND CATERING**

13.3.1 This Lot is for Customers seeking a broad range of consultancy in relation to food and catering.

13.3.2 Service Providers included

within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Commercial feasibility and technical reviews
    - Equipment and facilities
    - Food and drink menus
    - Food hygiene
    - Healthy eating programmes
    - Legislation compliance
    - Nutrition
    - Options appraisals
  1. **LOT 4 HEALTH AND SOCIAL CARE**

13.4.1 This Lot is for Customers seeking a broad range of consultancy in relation to health and social care.

13.4.2 This Lot is divided in to three Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 4a Public Health**

* + - Behavioural science
    - Biostatistics
    - Developing and implementing of public health schemes
    - Environmental health
    - Epidemiology
    - Health education
    - Health services administration
    - Pandemic contingency

**Lot 4b Social Care (Adults)**

* + - Care toolkits
    - Clinical evaluations
    - Collaborative working arrangements
    - Commissioning models
    - Departmental and service reviews
    - Demand management
    - Health and social care integration
    - Outreach programmes
    - New service business cases
    - Personalisation
    - Safeguarding
    - Service efficiency plans and improvements
    - Service user pathways
    - Technology developments

**Lot 4c Social Care (Children)**

* + - Care toolkits
    - Clinical evaluations
    - Collaborative working arrangements
    - Commissioning models
    - Demand management
    - Departmental and service reviews
    - New service business cases
    - Outreach programmes
    - Personalisation
    - Safeguarding
    - Service efficiency plans and improvements
    - Service user pathways
    - Technology developments
  1. **LOT 5 HIGHWAYS, TRAFFIC AND TRANSPORT**

13.5.1 This Lot is for Customers seeking a broad range of consultancy in relation to highways, traffic and transport.

13.5.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Cycle route planning or improvements
    - Demand management
    - Highways asset management strategies
    - Impact assessments
    - Intelligent transport systems
    - Junction planning or improvements
    - Pedestrian route planning or improvements
    - Public transport route planning or improvements
    - Road/Route safety
    - Street and traffic management
    - Transport and transport links
    - Travel initiatives
    - Travel plans and planning
    - Transport planning and modelling
  1. **LOT 6 IT**

13.6.1 This Lot is for Customers seeking a broad range of consultancy in relation to IT.

13.6.2 This Lot is divided in to two Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 6a Operational IT**

* + - Cloud Solutions
    - Server solutions
    - Software assurance
    - Systems development and analysis
    - Telecommunications
    - Wireless solutions
    - Cyber security solutions

**Lot 6b Strategic IT**

* + - Capability assessment, review and development
    - Cost analysis and projection
    - Data Protection and cyber security
    - Digital Strategy Development
    - Disaster recovery
    - Forecast, planning and strategy
    - IT project and programme management
    - Policy development, maintenance and review
    - Process mapping and optimisation
    - Risk assessment and risk management (specific to IT)
  1. **Lot 7 LEISURE, CULTURE AND TOURISM**

13.7.1 This Lot is for Customers seeking a broad range of consultancy in relation to leisure, culture and tourism.

13.7.2 Service Providers included within this Lot will be required (but not limited to) to provide advice and support in the following areas:

* + - Commercial and efficiency reviews
    - Funding and funding applications
    - Increasing public use of services
    - Management improvement programmes
    - Outsourcing of services
    - Service strategy design
    - Sport and Library service studies
    - Technical reviews
    - Trusts and joint ventures
  1. **LOT 8 PROPERTY AND ENVIRONMENT**

13.8.1 This Lot is for Customers seeking a broad range of consultancy in relation to property and environment.

13.8.2 This Lot is divided in to eight Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 8a Asset Management and Delivery**

* + - Acquisitions
    - Evaluations and reviews
    - Liability
    - Maintenance
    - Management and delivery
    - Mapping
    - Rationalisation
    - Remodelling
    - Sale and disposal

**Lot 8b Environmental and Sustainability**

* + - Assessments and appraisals
    - Alternative energy
    - Archaeology studies
    - Biodiversity
    - Carbon foot-printing and reduction
    - Carbon reduction and climate change adaptation
    - Climate change adaptation and mitigation
    - Eco-towns
    - Environmental audits
    - Environmental initiatives
    - Environmental legislation
    - Energy efficiency and targets
    - Flood alleviation and drainage
    - Green technologies
    - Heat networks
    - Landscape management
    - Mapping
    - Modelling
    - Pollution
    - Resource efficiency behaviour change programmes
    - Smart cities
    - Sustainability
    - Water management
    - Waste auditing

**Lot 8c Facilities Management**

* + - Delivery models
    - Fire risk
    - Hard FM consultancy
    - Outsourcing of FM services
    - Premises, caretaking and cleaning
    - Property security
    - Reorganisation of FM services
    - Soft FM consultancy

**Lot 8d Health and Safety**

* + - Accident statistics
    - Assurance reports and model documentation
    - COSHH and REACH
    - H&S legislation
    - H&S policies and management
    - Inspections and audits
    - Notices and corrective action plans
    - Risk assessments and controls
    - Safe working procedures

**Lot 8e Housing and Housing Support**

* + - Benchmarking
    - Development project management
    - Governance
    - Homelessness
    - Housing needs and assessments
    - Investment programmes
    - Management and support
    - Quality assurance
    - Process mapping
    - Regeneration project management
    - Revenue optimisation and funding
    - Risk and internal control
    - Service improvement and performance
    - Supported housing
    - Tenant participation schemes
    - Tenant scrutiny
    - Transfers and de-commissioning

**Lot 8f Planning, Valuation and Infrastructure**

* + - Agricultural and retail planning
    - Employment land reviews
    - Local economic assessments
    - Planning applications and appeals
    - Planning legislation
    - Planning taxes and levies
    - Spatial planning
    - Specialist planning

**Lot 8g Regeneration and Regional Development**

* + - Business case development
    - Employment land reviews
    - Government policy and awareness
    - Income generation schemes
    - Local business development
    - Local economic assessments
    - Regeneration and economic development
    - Supply chain development
    - Sustainable community strategies
    - Sustainable economic growth plans

**Lot 8h Waste and Recycling**

* + - Auditing services
    - Alternative waste treatment
    - Business cases
    - Campaigns
    - Carbon assessments
    - Commercial waste
    - Domestic waste
    - Legislation
    - Management investment programmes
    - New waste sites
    - Options appraisals
    - Permits and accreditations
    - Policies and strategies
    - Service reviews
    - Street cleansing support services
  1. **LOT 9 RESEARCH AND MARKETING**

13.9.1 This Lot is for Customers seeking a broad range of consultancy in relation to research, engagement, marketing communications and PR.

13.9.2 This Lot is divided in to two Sub-Lots. Service Providers included within the Sub-Lots below will be required (but not limited to) to provide advice and support in the following areas:

**Lot 9a Community Research and Engagement**

* + - Academic research
    - Communication
    - Community research and strategies
    - Customer insight information
    - Demand management
    - Feedback facilitation
    - Public dialogue, engagement and consultation
    - Soft market testing
    - Stakeholder engagement

**Lot 9b Marketing, Communications and PR**

* + - Branding
    - Creative communications
    - Communication and marketing materials
    - Crisis management
    - Digital communications
    - Events management
    - Market research
    - Marketing campaigns, plans and strategies
    - Media relations
    - Social media
    - Targeting strategies
    - Website design
  1. **LOT 10 STRATEGIC PROJECTS**

13.10.1 This Lot will be for Customers seeking advice and support across a broad range of disciplines in relation to high value and/or complex, strategic Projects. It is anticipated that such Projects will require a combination of the Consultancy Services outlined under Lots 1-9, although the scope of the requirement is not limited to these Services.

13.10.2 Examples of such Projects may include, but not limited to, the following:

* + - Infrastructure Projects
    - Organisations reviews and re-design
    - Outsourcing Projects
    - Shared Services implementations
    - Business start-ups and joint partnerships

13.10.3 This Lot is limited to Projects that require multi-specialism Consultancy. Where the Customer’s requirements are covered under another Lot of the Framework (i.e. a specific discipline of Consultancy is required) this Lot should not be used.

## 3. PROCUREMENT PROCESS

### OVERVIEW

The Customer is using this Invitation Tender to conduct a Further Competition exercise under ESPO Framework 664\_21.

All Service Providers awarded on Lot 8b Environmental and Sustainability of the Framework are invited to submit a tender. All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.

Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with section 5, Instructions for submitting a tender of this document.

At the Customer’s discretion, Tenderers may be invited to clarify their tender, as an aid for evaluators to fully understand their offers. All Tenderers should nonetheless take care to fully explain their offering in their tender submission.

The Contract will be awarded to the Tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in section 4, Evaluation of Tenders).

### INDICATIVE PROCUREMENT TIMETABLE

The following indicative timetable is provided for Tenderers’ benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Customer.

|  |  |
| --- | --- |
| **Stage / Activity** | **Indicative Date** |
| **Invitation to Tender document issued** | **4 January 2024** |
| **Closing date for clarification questions** | 18 January 2024 (16:00) |
| **Closing date for submission of tenders** | **25 January 2024 (15:00)** |
| Preliminary evaluation of tenders | 5 February 2024 |
| Contract award | 12 February 2024 |
| Contract start date | 26 February 2024 |

## 4. EVALUATION OF TENDERS

### OVERVIEW

All completed tenders received will be evaluated by officers of the Customer (as appropriate).

In order to be transparent, and in order that Tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any Tenderer not understand any element, they should contact the Customer via the Defra eSourcing portal

The following price and quality weightings will be used to determine the most economically advantageous tender:

* Price 40%
* Quality 60%

The methodology for evaluating tender submissions against these criteria is as follows:

**PRICE 40%**

**Information required for the cost criterion:**

Please set out costs using the format in the table provided in the **Appendix A Price Schedule** provided in the Bidder Pack. The form should be completed and returned as an attachment to the Commercial Envelope in the e-sourcing system. Tenderers **must not** include the table or other pricing information within their technical submission, it will not be considered and may result in your tender submission being considered non-compliant.

There are two sections in the Commercial envelope:

C1 - Tenderers must provide total bid cost for the contract (excluding VAT). This value will be used to calculate your commercial score in the evaluation.

C2 – Tenderers must complete the Tables within the Appendix A Pricing Schedule and attach the completed form as your reply as follows:

Staff Cost Breakdown Tab

* Provide day rates for each member of staff
* Provide Staff Grade/Role

Task Cost Evaluated Cost Tab

* For each stage of the project, specify the number of days input for each member of staff and total travel and subsistence costs (if relevant). Please note costs must be in accordance with the rates listed in below section Travel and Subsistence
* Itemise any other costs including costs of materials, plant, machinery and equipment and sundry/consumable items.
* Details of any assumptions when pricing for any aspects of this tender
* Confirm that prices will remain \*fixed and firm for the duration of the contract.

Task Breakdown Tab

* Proposed payment milestones

The Supplier is able to provide their own milestone breakdown if they believe this is more beneficial to the project.

The contract will be awarded on a \*fixed and firm cost basis for all services and bidders must ensure they include all necessary costs in their bid. The Customer will not be liable for any additional costs that were reasonably foreseeable at the time of bidding.

\*It is recognised that final costs for the drilling works will be dependent on the confirmation of the borehole design, therefore Tenderers should use their skill and experience to provide an estimated cost for the works based on the available information.

Similarly, costs for services that cannot be confirmed until a full site visit is completed and or design is agreed, such as additional surveys and waste disposal should be estimated from the information provided. Estimated costs should be clearly identified and your assumptions on how you have calculated these costs clearly stated in your commercial bid.

The estimated costs will be included in the evaluation of your commercial bid. It is the bidder's responsibility assess the available information and to undertake reasonable efforts to assess site conditions from other sources to provide a realistic estimate of costs prior to submitting your bid.

The customer reserves the right to benchmark these costs against similar previous works for reasonableness as part of the evaluation and or prior to agreeing final costs. Following contract award, the estimates will be used by the Customer’s Project Manager to agree a final cost for the site works with the successful bidder prior to works commencing and a contract variation will be issued to reflect any adjustment to pricing required.

**Travel and Subsistence**

All Travel and Subsistence should be in line with the Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rated be exceeded, the Customer reserves the right to reimburse only up to the stated rate.

**Rail Travel**

All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.

**Mileage Allowance**

|  |  |  |
| --- | --- | --- |
| **Mileage Allowance** | **First 10,000 business miles in the tax year** | **Each business mile over 10,000 in the tax year** |
| Private cars and vans – no public transport rate\* | 45p | 25p |
| Private cars and vans – public transport rate | 25p | 25p |
| Private motor cycles | 24p | 24p |
| Passenger supplement | 5p | 5p |
| Equipment supplement\*\* | 3p | 3p |
| Bicycle | 20p | 20p |

\*NB the ‘no public transport rate’ for car and van travel can only be claimed where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the ‘public transport rate’ should be claimed.

\*\* Under HMRC rules this expense is taxable.

**UK Subsistence**

|  |  |
| --- | --- |
| **Location** | **Rate (Upper Limit)** |
| London (Bed and Breakfast) | £140 |
| UK Other (Bed and Breakfast) | £85 |
| |  |  | | --- | --- | | Rates for specific cities (bed and breakfast) |  | | Bristol £100 per night  Cardiff £100 per night  Edinburgh £100 per night  Truro £100 per night  Weybridge £100 per night  Warrington £100 per night  Weymouth £100 per night  Reading £85 per night |

**Commercial Calculated Score**

A black text on a white background

Description automatically generated

|  |
| --- |
| **Example:**  Lowest Bid: £50,000 Score: 100 x 40% Total Score:40  Your Bid: £60,000 Score: £50,000  £60,000 = 83.33 x 40% Total Score:33.33 |

**QUALITY 60%**

The quality aspect of the evaluation accounts for 60% of the total tender score.

Tenderers will be asked to provide a response to the quality questions included in section 2, Response to the Requirement and Specification, of the Tender Submission document, Part B).

There are 4 quality questions, with each of these having an individual weighting as shown alongside each method statement question (more information is provided below).

When responding to the quality questions Tenderers must make sure that they answer what is being asked. Anything that is not directly relevant to the particular question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.

Tenders should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses. Tenderers are encouraged to use the word count allowed to answer each quality question as fully as possible. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.

Each quality method statement will be evaluated individually, one by one in order. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender submission.

**Scoring Scale**

Quality questions will be assessed on a scale of 0-100, as detailed in the table below:

|  |  |
| --- | --- |
| **Score** | **Descriptor** |
| 100 | Excellent - Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a best-in-class thorough understanding of the requirement and provides details of how the requirement will be met in full. |
| 70 | Good - Response is relevant and good. The response demonstrates a good understanding and provides details on how the requirements will be fulfilled. |
| 50 | Acceptable - Response is relevant and acceptable. The response provides sufficient evidence to fulfil basic requirements. |
| 20 | Poor - Response is partially relevant and/or poor. The response addresses some elements of the requirements but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled. If a score of 20 or below is awarded to a response to any question, the Authority may reject the tender. |
| 0 | Unacceptable - Nil or inadequate response; fails to demonstrate an ability to meet the requirement. |

To further ensure the quality of bids the following minimum score thresholds will be applied:

* T2 and T3 minimum score threshold of 50
* T1 and T4 minimum score threshold of 20.

Failure to meet the minimum score threshold stated for one or more of the questions will result in the bid being removed from the process with no further evaluation regardless of other quality or price scores.

**Weightings**

Tenderers scores for each quality criteria will be multiplied by the relevant weighting to result in a ‘weighted score’ for that method statement. The weighted scores will then be totalled. This is detailed in the table below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Requirement** / **Question** | | **Weighting %** | **Max Weighted Score Available**  **(Weighting x 100)** | **Example Tenderer Score**  **(0-100)** | **Example Tenderer Weighted Score** |
| A1 A2 | Additional Mandatory Information | Not scored but all forms/sections must be completed and returned for bids to be considered compliant. | | | |
| T1 | Project Management | 20 | 2000 | 50 | 1000 |
| T2 | Scope of Work / Methodology | 40 | 4000 | 70 | 2800 |
| T3 | Staff | 30 | 3000 | 70 | 2100 |
| T4 | Sustainability | 10 | 1000 | 50 | 500 |
| **Total Weighted Score:** | | | 10,000 |  | **6400** |
| **Total Weighted Score expressed out of 60 ((6400/10,000) \*60)** | | | 38.4 | | |

**AWARD OF CONTRACT**

Upon conclusion of the evaluation, the scores for price and quality will be combined to give a total score and the Tenderer with the highest number of points will be awarded the Contract.

The Tenderer to be offered the Contract will be advised accordingly via Defra’s e-sourcing portal, Atamis (<https://defra-family.force.com/s/Welcome>). Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation criteria described above.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via Defra’s e-sourcing portal, Atamis (<https://defra-family.force.com/s/Welcome>) and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

All Tenderers are advised that they should not take any action for example commencing the delivery of Goods or implementation of Services, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, Tenderers must seek prior approval from the Customer, before undertaking any marketing activity.

**ACCEPTANCE OF TENDER**

The Customer does not bind itself to accept the lowest or any tender, and unless a Tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Customer and the successful Tenderer. The Terms and Conditions governing the Contract will be those agreed between ESPO and the successful Tenderer as part of the overarching Framework Agreement. Unless and until a formal Contract is prepared and executed, the Tenderer’s tender submission, together with the Customer acceptance thereof, shall constitute a binding Contract between the parties. Please see Section 7 for further details on the Terms and Conditions.

**5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER**

### COMPLETING THE INVITATION TO TENDER

To enable evaluating officers to assess fully the Tenderer’s suitability all of the information requested in this Invitation to Tender must be provided. Failure to complete the Tender Submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

* Please answer every question within the stated page limit. Information that exceeds the limit will not be assessed. Where additional attachments are requested e.g. Gantt Charts, CVs etc, these may be appended to the end of your completed Form B for ease of submission and will not count towards the page limit for individual questions.
* Questions must be answered in English.
* When posed with Yes / No questions, please either circle your answer or delete as applicable.
* All other questions will require you to input text or numbers, or to tick boxes.
* Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
* If the question does not apply to you please write N/A; if you don’t know the answer please write N/K.
* Do not include information as additional attachments unless requested to do so or use links to websites or other documents/information in your reply. This information will not be considered.
* Do not attach certificates, evidence of accreditations etc to your reply. Any additional evidence to support your reply will be requested from the successful bidder at award notification stage for verification prior to contract award or during the contract as necessary.
* Do not cross reference information in other replies in your response to questions, any information you wish to be assessed for an individual question must be clearly stated. Please read the questions carefully to understand what information is required and to avoid unnecessary duplication.

Only the information contained within this Invitation to Tender or otherwise communicated in writing by the Customer to the Tenderer should be considered when submitting your tender.

Any information and/or documents submitted on or with this tender must relate to the Tenderer only - the Tenderer being the organisation which it is proposed will enter into a formal Contract should their tender be successful. (All responses and submissions provided by the Tenderer will form part of the Contract). The Customer may seek further clarification from the Tenderer following submission of completed forms where required.

### FORMAT OF TENDER SUBMISSION

Tenderers are required to complete all of the documentation listed below and attach the completed forms (**in Word or Excel Format do not return as PDF**) to the relevant requirement section in the Defra eSourcing portal as directed. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in Part B of this document, namely:

|  |  |  |
| --- | --- | --- |
| **Ref** | **Schedule** | **eSourcing Portal Envelope** |
| A1  A4  A5  A6 | Organisation and Contact Details  Freedom of Information Exclusion Schedule  Tendering Declaration  Enclosures Checklist | Additional Mandatory Information |
| T1-4 | Response to Requirement and Specification | Technical |
| The above sections should be completed in the Part B Document provided in the Bidder Pack. For ease of submission, attach the completed form (in Word Format), in its entirety, to each question as your reply. This document will be used to create the contract with the successful bidder so please do not return in PDF format. | | |
| C1  C2 | Total Contract Price (excl VAT)  Appendix A Pricing Schedule (in excel format) | Commercial |

The declaration must be signed by a director, partner or other senior authorised representative in their own name and on behalf of the organisation. The details contained in each Tenderer’s response may be specified in any Contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding Contract.

### SUBMITTING YOUR TENDER

In order to submit a tender for this procurement, you are required toupload your tender electronically through the Customer’s e-sourcing Portal prior to the tender closing date and time.

**Completed tender submissions must be uploaded by 25 January 2024 (15:00)** Any amendments to the submission deadline will be communicated through the eSourcing Portal. Tenders submitted after the designated time and date will be rejected. Tenders and/or any documentation supporting a tender submission must NOT be submitted by other methods unless there are extenuating circumstances and an alternative method of submission is agreed by the Customer.

## 6. CONDITIONS OF TENDER

In submitting a response to this Invitation to Tender, Tenderers do so on the conditions set out below. In the event of any breach of the conditions the Customer shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

### WARNINGS AND DISCLAIMERS

* Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when preparing their tender.
* Information supplied by the Customer (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Customer cannot accept responsibility for any inaccurate information obtained by Tenderers.

### TENDERER CONDUCT AND CONFLICTS OF INTEREST

* Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.
* The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.
* Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.
* Tenderers must not, in connection with the proposed Contract:
  + offer any inducement, fee or reward to any member or officer of the Customer
  + do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
  + canvass any of the persons referred to above in connection with the Contract; or contact any member or officer of the Customer or any person acting as an advisor to the Customer (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the Contract) about any aspect of the proposed Contract or for soliciting information in connection therewith.
* Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and the Customer and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Customer.

### TENDERER’S RESPONSIBILITY TO SUBMIT A COMPLETE TENDER

* It is the Tenderer’s responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. The Customer are not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Customer may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Customer this does not adversely affect the integrity and fairness of the tender exercise.
* Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 90 days from the return date.

### BID COSTS

* The Customer will not be liable for any tender costs, expenditure, work, or effort incurred by a Tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by the Customer.

### THE CUSTOMER’S RIGHTS

The Customer reserves the right to

* Seek additional information or clarification from Tenderers at any time during the tender process.
* Disqualify any Tenderer that does not submit a compliant tender, in accordance with the instructions given in this Invitation to Tender.
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
* Withdraw this Invitation to Tender at any time, and to re-invite tenders on the same or any alternative basis.
* Choose not to award any Contract as a result of the procurement process.
* Make whatever changes it sees fit to the timetable, structure or content of the procurement process.
* Retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

### CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT

* This Invitation to Tender is made available on condition that its contents (including the fact that the Tenderer has received this Invitation to Tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender.
* As a public body, the Customer is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
* The Customer shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
* While the Customer aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Customer in the form provided in the Tender Submission Document (i.e. the Freedom of Information Exclusion Schedule).
* Tenderers should be aware that, in compliance with its transparency obligations, the Customer may publish details of its Contract(s), including the Contract values and the identities of its Service Providers on its website.
* More information is available on [www.ico.org.uk](http://www.ico.org.uk/)

### PUBLICITY

* No publicity regarding the Contract or the award of any Contract will be permitted unless and until the Customer has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Customer.

## 7. TERMS AND CONDITIONS

The Terms and Conditions that will apply to the awarded Contract of this tender process can be found within Appendix B - Call-Off Terms and Conditions.

By submitting a bid, Tenderers are agreeing to be bound by the Terms and Conditions without further negotiation or amendment, and must sign the Tendering Declaration accordingly.

Should a qualification of offer be made to change the Terms and Conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.

End of Document