



**Tender Ref: LJMU 2222**

**LCR Enhance**

**Institute of Leadership & Management (ILM) Training**

**Level 2 and Level 3**

*Invitation to Tender Return date –* ***Friday 23rd December 2022***

**Contract January 2023 – December 2023**

*Commercial in Confidence*

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Dear Sir/Madam,

***Contract Reference - LJMU 2222***

Invitation to Tender - Agreement for a Learning Provider to deliver at both Level 2 Award and Level 3 Award in Leadership & Management, accredited to Institute of Leadership & Management) as part of the LCR Enhance project which is part-funded by European Social Fund and Liverpool John Moores University.

You are invited to tender for the provision of learning and development of Leadership & Management accredited by ILM (City & Guilds) at both Level 2 Award and Level 3 Award to adult learners across various locations of Liverpool City Region (LCR).

Further details are provided in the following documentation. Please ensure that all relevant tender sections are completed and that you follow the enclosed instructions.

The deadline for submitted tender submissions is at 12 noon on Friday 23rd December 2022. We will not be able to offer any extensions on the submission date. All submissions must be through the In-Tend portal; email submissions will be rejected.

Any question or clarification requests must be made by 12 noon on Friday 16th December 2022. All questions must be directed through the In-Tend system.

LJMU does not undertake to accept the lowest or any offer.

Yours faithfully,



Katherine Orme

Deputy Procurement Manager

# Part One – Tender Details and Procedure

## Background

Liverpool Business School (LBS) at Liverpool John Moores University is now managing and delivering the LCR Enhance project across the Liverpool City Region (LCR) until the end of December 2023.

The aim is to upskill people with leadership skills and management skills currently fulfilling, or with the future potential to undertake higher level management and leadership roles to improve productivity and growth across Halton, Knowsley, Liverpool, Sefton, St. Helens, and Wirral.

The leadership training is especially geared towards adults 18+ and under-represented groups so that they are able to participate in the leadership development programme.

Total project funding of approximately £1.4 million is part funded by the European Social Fund, as part of the 2014-2020 European Structural Investment Funds Growth Programme in England, under Investment Priority Axis 2.1 – Enhancing equal access to lifelong learning for all age groups and Liverpool John Moores University.

LBS requires an organisation to support them on this incredible project to deliver Institute of Leadership & Management training at level 2 and level 3. This will be single ILM units or one day ILM delivery sessions for cohorts arranged across LCR.

The winning bidder for this requirement must have a proven track record of delivering ILM courseware and have similar aspirations to enhance the knowledge and skills of the audiences we are targeting with this project.

## 2. Summary of Requirements

The Contracting Authority requires three suppliers to provide this service. This is due to the predicted demand and the fact that multiple suppliers could be providing training sessions simultaneously in different locations.

*2.1 Location*

* Various locations in LCR based on demand from the organisations that LCR Enhance are working with. This will be mutually agreed with the LCR Enhance project team.

*2.2 Service*

• Ability to deliver ILM Level 2 and 3 training, face to face and online

• Flexible delivery to co-inside with 3rd party needs

* + Deliver a range of business units under ILM 2 and 3

• Ability to assess learner’s work

*2.3 Offer*

* To be able to deliver a single unit and/or several units to achieve a qualification
* Deliver Ad-hoc sessions
* The project will aim to deliver a minimum of 4 sessions a month
* Ad hoc sessions will be needed throughout the contract length, the frequency of which will be dependent on demand
* Experience of delivering to underrepresented groups
* Liaison with the LCR Enhance team to ensure smooth running of training sessions
* All administration associated with delivering the ILM level 2 & 3 training
* Manage the assessment of learners at the appropriate level
* Manage the logistics and expectations of students on a day of delivery for classroom delivery or online delivery

*2.4 Outputs*

* Feedback report from each delivery to ensure the training has been well received and identify any aspects for improvement.
* After each session a report to show the names and number of learners trained and to what level with assessment results
* Recommendations for LJMU to develop other key areas of curriculum
* A member of the LJMU project team may be in attendance to the initial session to ensure compliance to ESF – the Contracting Authority and will work with the winning bidder(s) to fit in with delivery

**3. Tendering Process**

Liverpool John Moores University will from now on be referred to as “LJMU” or the “Authority” for the purpose of these documents.

“Tenderer” is the person, firm or company responding to this Invitation to Tender by submitting a Tender for the consideration of LJMU. The successful Tenderer(s) will be required to work closely with LJMU to ensure the satisfactory supply and management of any resulting Agreement.

The main point of contact for the duration of this exercise is:

Katherine Orme – correspondence regarding this tender exercise should be submitted via In-tend using the “Correspondence” functionality.

### *3.1 Duration and Compliance*

The agreement is for a fixed term until the completion of the requirement. The contract will run from January 2023 to December 2023, subject to fluctuation.

The risk will remain with the supplier(s) until the services have been delivered to LJMU.

Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the Conditions of Tender and meet the mandatory elements contained within the documents. Non-Compliant Tender Responses will be rejected by the Authority. Tender Responses which are deemed by the Authority to be fully compliant will proceed to evaluation.

### *3.2 Completing the ITT documents*

In your response to LJMU questions/requirements, please do not:

* reference your answers from one response to another, even where there is commonality
* include publicity material of any kind in isolation, e.g., brochures and web references (unless requested)
* include any embedded document; or
* Font size should be 12 (Arial or Calibri)

Except where you are required to complete an Annex or attachment, your responses to the questions/requirements must be provided in the box provided alongside/below the question or requirement statement, they must be concise and contain all the key facts you wish to articulate.

### *3.3 The Evaluation Panel*

The evaluation will be undertaken by LJMU staff, the provisional evaluation panel for this agreement is:

|  |  |
| --- | --- |
| Name | Department |
| Katherine Orme | Procurement Services |
| Jon Britten | Senior Client & Project Manager, School of Leadership & Organisational Development |
| Christine Walters | LCR Enhance, Programme and Delivery Manager, Liverpool Business School |
| Adam Shore | Director, School of Business and Management |

Members may evaluate part, all, or none of the submissions.

*3.4 Selection Criteria*

Selection criteria are designed to check that potential service providers meet or exceed the LJMU’s standards. Selection criteria are of a pass / fail nature or have weighted importance; if a tenderer fails against any one pass/fail selection criterion, then grounds may exist to exclude that tender from further consideration.

* Law, Regulation and Systems - as defined within the questionnaire including quality systems, health and safety, corporate responsibility, diversity and equality, invoicing and payment and your environmental systems
* Experience including Existing Agreements
* Applicant Capacity & Capability

*3.5 Supplier Ranking*

The Contracting Authority requires three suppliers to provide this service. Submissions will be scored as detailed within this ITT document, and the three submissions with the highest overall scores will be awarded. The first placed winning bidder (that with the highest overall score) will be approached first to provide each of the sessions. If they are unable to provide this, either due to already holding a session elsewhere at this time, or due to other engagements, the second highest overall scoring bidder will be approached. This process will be repeated should the second highest scoring bidder be unable to provide the session.

The Contracting Authority anticipates that multiple suppliers will be holding sessions simultaneously over the contract length. The Contracting Authority will not appoint more than three bidders for this service.

The Contracting Authority reserves the right to appoint only one supplier, should the other submissions not meet the specification detailed within this ITT document.

### **4. Mandatory Requirements**

Responses will be checked to ensure that all questions have been addressed and that all documents requested have been attached. If a Tenderer does not provide a positive response to one or more of the questions, or a detailed reason as to why a positive response cannot be given; the Authority will either exclude the Tenderer from further participation in the selection process or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification from the selection process. When Tenderers fail to provide documents where requested; the Authority may either exclude the Tenderer from further participation in the selection process or, at its discretion, may make a further request for copies.

The following Mandatory Requirements are treated on a pass or fail basis. Failure to complete these, or complete them satisfactorily, will result in disqualification; these include

|  |  |
| --- | --- |
| Tenderer Selection Criteria -  Mandatory Requirements – Pass / Fail | Total Maximum Points Available |
| Insurances | Please see Selection Questionnaire for confirmation of indemnity limits |
| Specification | Must be able to fully provide all services detailed within the specification as detailed within this ITT document – Section 2 – Summary of Requirements |

### 

### *4.1 Award Criteria*

Tenderers who meet the standards of the Tenderer Selection Criteria and, therefore, have the capacity to serve LJMU, will then be scored against the Award Criteria. It is this criteria that informs the decision for the award of the Agreement. The following award criteria will be used:

|  |  |
| --- | --- |
| **Price** | **50%** |
| **Quality** | **50%** |
| **Total** | **100%** |

LJMU will evaluate all Tenders on the basis of the “most economically advantageous Tender”. The Tenderer with the highest total weighted score will be considered the “most economically advantageous Tender”.

**Price (50% weighting)**

Price will be scored as follows:

(Lowest Total Price Received / Total Price to be Scored) x % Weighting = cost score

Further details on price can be found in Part 3.

### **Quality (50% weighting)**

The tenderers are to respond to all questions specified. The questions shall be scored (as per the table below) and weighted as defined on the specific questions with the total weighted score carried forward to the total.

### The scored questions account for a total of 50% of the total tender score and will be assessed as follows:-

|  |  |
| --- | --- |
| Score | Definition |
| 0 = Unacceptable | No submission. |
| 1 = Poor | Submission provided but meeting minimal elements of criteria. Answer has been copied and pasted from a previous answer. |
| 2 = Fair | Response is partially relevant but poor. The response addresses some elements of the requirement but contains insufficient / limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| 3 = Acceptable | Response is partially relevant and deemed acceptable. The response addresses a broad understanding of the requirement but lacks details of how the requirement will be fulfilled. |
| 4 = Good | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details of how the requirements will be fulfilled. |
| 5 = Excellent | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous, demonstrates a thorough understanding of the requirement, and details how the requirement will be met in full. |

## 5. Instructions to Tenderers

5.1 All communication must be made via the Intend E-tendering portal, there is a help guide on this site.

5.2 Tenders must be based on the Specification contained within this Invitation to Tender Document, failure to meet the minimum specification will result in your bid being rejected as uncompliant.

5.3 You must insert your responses in the appropriate places and must not amend any of the existing text. Any amendment to the existing text of the Agreement will result in the rejection of your Tender.

5.4 All costs incurred in relation to preparing and submitting a Tender are to be borne by the Tenderer

### 5.5 You are advised that nothing herein or in any other communication made between LJMU, on behalf of LJMU, or its Agents and any other Party, or any part thereof, shall be taken as constituting a Contract, Agreement or representation between LJMU and any other Party (save for a formal award of Contract made in writing by or on behalf of LJMU) nor shall they be taken as constituting a Contract, Agreement or representation that a Contract shall be offered in accordance herewith or at all.

### 5.6 Tenders should include all completed documents and appendices (identified with the Tenderer’s Company / Organisation name). In addition, this Tender response document must identify with your Company / Organisation name followed by the document name.

### 5.7 The closing date for this tender is 12 Noon Friday 23rd December 2022.

#### 5.8 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

### 5.9 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Agreement. These instructions constitute the Conditions of Tender. Participation in the Tender process automatically signals that the Tenderer accepts these Conditions of Participation.

### 5.10 Tender submissions should be submitted via the In-Tend portal. Bidders must ensure they read the Help guide on Intend with regard to the submission of bids. To submit a tender the process is as follows:

* Log onto Intend and click on CURRENT TENDERS
* Click on the Tender exercise
* Click on ITT (black box at top of screen)
* Click OPT IN – this box then turns to green
* Attach documents – black box under OPT IN

## Tender Procedure

#### All material issued in connection with this Tender shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Authority or securely destroyed by the Tenderer (at the Authority’s option) at the conclusion of the procurement exercise.

#### The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.

#### The Tenderer shall not contact any other employee, agent or consultant of the Authority who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Authority.

#### The Authority shall not be committed to any course of action as a result of:

##### issuing this ITT or any invitation to participate in this procurement exercise;

##### an invitation to submit any Response in respect of this procurement exercise;

##### communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise; or

##### any other communication between the Authority (whether directly or by its agents or representatives) and any other party.

#### Tenderers shall accept and acknowledge that by issuing this ITT, the Authority shall not be bound to accept any Tender and reserves the right not to conclude an Agreement.

#### The Authority reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.

## Contents of Tender

#### A completed Tender will comprise of the ITT document.

#### The content[s] of the above Sections and Appendices will be used, if your Organisation is successful in this Tender process, to form the Agreement.

## Conditions of Contract

Conditions of Contracts can be found at Appendix E which is a separate document to the ITT.

## Confidentiality

#### The contents of this ITT are being made available by the Authority on condition that:

##### Tenderers shall at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;

##### Tenderers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen;

##### Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

##### Tenderers shall not undertake any publicity activity within any section of the media.

#### Tenderers may disclose, distribute, or pass any of the Information to the Tenderer’s advisers, sub-contractors or to another Person provided that either:

##### This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

##### The Tenderer obtains the prior written consent of the Authority in relation to such disclosure, distribution or passing of Information; or

##### The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or

##### The Tenderer is legally required to make such a disclosure.

#### In paragraphs 9.1 and 9.2 above the definition of ‘Person’ includes but is not limited to any Person, firm, body, or association; corporate or incorporate.

#### The Authority may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Authority may make any of the documents available for private inspection by its officers, employees, agents, or advisers. The Authority also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer.

## Tenderer Conduct

10.1 Any attempt by Tenderers or their advisors to influence tender evaluation or the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

10.1.1 devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier or provider of finance and is not associated with the framework agreement in any way;

10.1.2 enter into any agreement or arrangement with any other person as to the form or content of the tender submission or any other tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of the tender submission or any other tender submission;

10.1.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

10.1.4 canvass LJMU or any employees or agents of LJMU in relation to this procurement; or

10.1.5 attempt to obtain information from any of the employees or agents of the LJMU or their advisors concerning another Tenderer or Tender.

10.2 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and LJMU and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of LJMU.

## LJMU’s Rights

### 11.1 LJMU reserves the right to:

##### waive or change the requirements of this ITT from time to time without prior (or any) notice being given by LJMU;

##### seek clarification or documents in respect of a Tenderer's submission;

##### disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

##### disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of LJMU concerning the award of the Contract will be disqualified. LJMU may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;

##### withdraw this ITT in full or in part, at any time, or to re-invite Tenders on the same or any alternative basis;

##### choose not to award any contract as a result of the current procurement process; and

##### make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## Tender Validity

#### Your Tender should remain open for acceptance for a period of 90 days from the date of submission. A Tender valid for a shorter period may be rejected.

## Timescales (Procurement Timetable)

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

|  |  |
| --- | --- |
| Contracts Finder Advert Placed | Tuesday 29th November 2022 |
| Deadline to raise clarifications | Friday 16th December 2022 |
| Closing date for receipt of tenders | 12 Noon Friday 23rd December 2022 |
| Contract Award | Week commencing 16th January 2022 |

## Authority’s Contact Details

#### Unless otherwise stated in these instructions or in writing from the Authority, all communications from Tenderers (including their sub-contractors, Consortium members, consultants and advisers), during the period of this procurement exercise, must be directed via the ‘In-Tend’ portal.

All communications should be clearly headed LJMU 2222 – LCR Enhance and include the name, contact details and position of the person making the communication.

## Intention to submit a tender

Tenderers must advise LJMU indicating that they intend to submit a Tender and be bound by the conditions of the Tender and return it by 12 Noon Friday 23rd December 2022.

In the event that a Tenderer subsequently does not wish to participate further in this procurement exercise, the Tenderer should advise LJMU via the “In-Tend” system you are registered on.

Preparation of Tender

#### Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority or any of their advisers be liable for any expenses or costs borne by Tenderers, sub-contractors, or advisers in this process.

#### Tenderers are required to complete and provide all information required by the Authority in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Authority to reject a Tender Response.

#### The Authority relies on Tenderers’ own analysis and review of the information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.

#### Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding this

#### Agreement, and their Tenders, without reliance upon any opinion or other information provided by the Authority or their advisers and representatives. Tenderers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/ or any other information issued to them during the procurement process.

## Submission of Tenders

#### The returned bid should contain all the original parts of the Tender together with all the supporting documentation. The Tender documents must not be altered by the Tenderer in any way. The ITT document should be returned as one complete document, including all sections that require signature and or / completion. Any modification considered necessary by the Tenderer should be detailed in a separate letter accompanying the Tender, failure to use the LJMU Tender documents will invalidate the Tender. Tenders may not be considered if the complete information called for is not provided at the time of Tendering. The Tenderer should quote the Tender reference number on any supporting papers submitted with the Tender.

#### If you submit your response through the wrong channels, or submit a late or incomplete response, LJMU may NOT be able to evaluate your Tender.

#### Tenders may be submitted any time before the closing date

#### Tenders received after this time will be rejected

#### The Authority at its absolute own discretion extend the closing date and the time for receipt of Tenders specified.

#### The Tender and any documents accompanying it must be in the English language.

#### Price and any financial data provided must be submitted in or converted into pounds sterling.

#### The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

## Canvassing and Declarations of Interest

#### Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Authority or its members or any of its officers or members concerning the establishment of the Agreement or who indirectly obtains or attempts to obtain further information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

#### All Tenderers must complete Appendix I – Declarations of Interest – LJMU Board of Governors and LJMU Staff.

## Disclaimers

#### Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

#### Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party: or

##### communicates to any party other than the Authority or the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or

##### enters into any agreement or arrangement with any other party shall refrain from submitting a tender; or

##### enters into any agreement or arrangement with any other party as to the amount of any Tender submitted: or

##### offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any part for doing, or having done or causing or having caused to be done in shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by at Tenderer may attract) be disqualified.

## No Inducement or incentive

#### The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the Agreement or any other Contractual Agreement.

## Acceptance and Admission to the Agreement

#### The Authority shall be under no obligation to accept the lowest or any Tender.

## Queries relating to Tender

#### The Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

#### No further requests for clarification will be accepted after Friday 16th December 2022.

#### Clarification requests should be submitted via the “In-Tend” system via the Correspondence functionality.

#### In order to ensure the equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority’s responses (but not the source of the questions) to all participants on a regular basis.

#### Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and the Authority’s response, the Authority will:

##### invite the Tenderer submitting the query, to de-classify the query and allow the query along with the Authority’s response to be circulated to all Tenderers; or

##### request the Tenderer, if it still considers the query to be a commercially confidential nature, to withdraw the query.

#### The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers the answer to that request would or would be likely to prejudice its commercial interests.

#### All those Tenderers who have registered their interest will also receive updates of the clarifications received, along with an answer from the Authority.

## Late Tenders

#### Any Tender received at the designated point after the deadline for receipt of Tenders at 12 noon Friday 23rd December 2022 will be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

## Right to Reject / Disqualify

#### The Authority reserves the right to reject or disqualify a Tenderer where:

##### the Tenderer fails to comply fully with the requirements of this Invitation to Tender or is guilty of serious misrepresentation in supplying any information required in this document; or expression of interest; or Tenderer Selection criteria; and/ or

##### the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the Tenderer Selection criteria and / or the Tender process; and / or

##### there is a change of identity, control, financial standing or other factor impacting on the selection and / or evaluation process affecting the Tenderer.

## Right to Cancel, Clarify or Vary the Process

#### The Authority reserves the right to:

##### amend the terms and conditions of the Invitation to Tender process

##### cancel the evaluation process at any stage and / or:

##### require the Tenderer to clarify its Tender in writing and / or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected)

## Modern Slavery Act 2015

#### The Contractor recognises that LJMU has a legal and moral commitment to ensuring LJMU, through its staff, associates, agents, service providers and suppliers, conducts its business in accordance with the highest standards of ethical behaviours, transparency and probity. The Contractor shall, upon the request of LJMU, provide evidence of the steps the Contractor is taking to ensure that slavery and human trafficking is not taking place in any part of the Contractor’s own business or supply chain in accordance with the provisions of the Modern Slavery Act 2015. Both LJMU and the Contractor agree that, in satisfying the requirements of this clause 25, LJMU shall not accept a statement that the Contractor has taken no such steps as evidence that the Contractor has complied with the obligations of the Modern Slavery Act 2015. (Please refer to Appendix J)

## Tax Liability

28.1 LJMU and its subsidiaries, conducts their activities with integrity, transparency, and fairness.  LJMU are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of students, staff, partner organisations, other customers, and the tax authorities.

28.2 LJMU and its subsidiaries do not, and will not, work with others who do not share their commitment to preventing the facilitation of tax evasion.

# Part Two – Selection Criteria – Supplier Questionnaire

Failure to complete this section will result in the Tenderer being excluded from further participation in the selection process.

Please provide an answer next to each question:

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

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

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

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Section 1 | Bidding model | | | | | | | | |
| Question number | Question | | | | Response | | | | |
| 1.2(a) - (i) | Are you bidding as the lead contact for a group of economic operators? | | | | Yes ☐  No ☐  If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3.  If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3. | | | | |
| 1.2(a) - (ii) | Name of group of economic operators  (if applicable) | | | |  | | | | |
| 1.2(a) - (iii) | Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure. | | | |  | | | | |
| 1.2(b) - (i) | Are you or, if applicable, the group of economic operators proposing to use sub-contractors? | | | | Yes ☐  No ☐ | | | | |
| 1.2(b) - (ii) | If you responded yes to 1.2(b)-(i) please provide additional details for each subcontractor in the following table: we may ask them to complete this form as well. | | | | | | | | |
|  | Name |  |  | |  |  |  |  |
| Registered address |  |  | |  |  |  |
| Trading status |  |  | |  |  |  |
| Company registration number |  |  | |  |  |  |
| Head Office DUNS  number (if applicable) |  |  | |  |  |  |
| Registered VAT  number |  |  | |  |  |  |
| Type of organisation |  |  | |  |  |  |
| SME (Yes/No) |  |  | |  |  |  |
| The role each sub-  contractor will take in providing the works and /or supplies e.g.  key deliverables |  |  | |  |  |  |
| The approximate % of contractual obligations assigned to each sub-  contractor |  |  | |  |  |  |

**Contact details and declaration**

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

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

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

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

I am aware of the consequences of serious misrepresentation.

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

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

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

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

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

|  |  |  |
| --- | --- | --- |
| Section 4 | Economic and Financial Standing | |
|  | Question | Response |
| **4.1** | Are you able to provide a copy of your audited accounts for the last two years, if requested?  If no, can you provide **one** of the following: answer with Y/N in the relevant box. | Yes ☐ No ☐ |
| (a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. | Yes ☐ No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | Yes ☐ No ☐ |
|  | (c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Yes ☐ No ☐ |
| **4.2** | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or  ‘No’ that you meet the requirements set out. | Yes ☐ No ☐ |

|  |  |  |
| --- | --- | --- |
| Section 5 | If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below: | |
| **Name of organisation** | |  |
| **Relationship to the Supplier completing these questions** | |  |

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

|  |  |
| --- | --- |
| Section 6 | Technical and Professional Ability |
| **6.1** | **Relevant experience and contract examples**    Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.    The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.    Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).    Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.    If you cannot provide examples see question 6.3 |

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

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

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

|  |  |  |
| --- | --- | --- |
| Section 7 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | |
| **7.1** | Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")? | Yes ☐  N/A ☐ |
| **7.2** | If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015? | Yes ☐  Please provide the relevant url to view  the statement …    No ☐  Please provide an explanation |

## 8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| a. | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Y/N    Employer’s (Compulsory) Liability Insurance = £5m minimum    Public Liability Insurance = n/a    Professional Indemnity Insurance = £2m minimum    Product Liability Insurance = n/a    \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

# Part Three – Price Submission - 50% overall tender weighting

# Please provide all costings in accordance with the below table.

Cost will be evaluated as follows:

Please note the price must be a single figure and not a range of figures. The lowest Tendered total cost will receive the maximum available percentage score available; the remaining responses will be scored relative to the lowest Tendered total cost in accordance with the following example equation:

(lowest total cost received / price to be scored) x 50% = final score

For example:

|  |  |  |
| --- | --- | --- |
| Example Price | Max Score | Final Score |
| £100 | 50% | 50.00% |
| £105 | 50% | 47.62% |
| £110 | 50% | 45.45% |

Please include your prices below. All prices shall be in pound sterling and exclusive of VAT.

|  |  |
| --- | --- |
| Item | Price (exclude. VAT) |
| Cost of delivering one session face-to-face including assessment | £0.00 (supplier to input) |
| Cost of delivering one session virtually including assessment | £0.00 (supplier to input) |
| Cost for preparation of material (one-off cost for all sessions) | £0.00 (supplier to input) |
| Travel costs per session | £0.00 (supplier to input) |

# Part Four – Quality Criteria – 50% overall tender weighting

The quality and technical merit of each tenderer’s proposal shall be evaluated through their responses to the below questions. The total overall weighting of this section shall account for 50% of the total tender score

Please note that all responses should be inputted into the text box provided. Responses that refer to an attachment will not be evaluated unless specifically requested with zero marks being awarded for that question.

**Method Statement 50% weighting overall for section, split into five questions with percentage scores identified below.**

**Please provide answers for the below questions. Each answer should be no more than two sides of A4 paper in the font Calibri size 12. Additional attachments will not be accepted.**

|  |  |
| --- | --- |
| Q1. | Please provide two examples of experience working with ILM (City & Guilds) to deliver Leadership & Management qualifications to adult learners from small and medium enterprises (SME) organisations since 2018 (20%). |
| A1. |  |
| Q2. | Please provide information that outlines the details of the teacher(s) that will be involved in the delivery including qualifications, experience working with ILM accreditations, as appropriate (10%). |
| A2. |  |
| Q3. | Please detail how you maintain engagement and interactivity within delivery, including examples of how you have innovated in your teaching and learning practice. Details of delivering online workshops to adult learners using platforms such as Zoom, MS Teams, or similar digital platforms would be required (10%). |
| A3. |  |
| Q4. | Please provide an example teaching plan for one workshop delivery (3.5 hours) of a Unit at Level 2 Award in Leadership & Team Skills covering learning outcomes, preparation to support learners from under-represented groups.   * + Understanding Leadership (ILM Ref No. 8600-308) (5%) |
| A4. |  |
| Q5. | Please provide an example of when you have had to deal with a difficult situation with a learner from an underrepresented group. Describe the situation and the actions you took to resolve, including sensitivity of delivery (5%). |
| A5. |  |

# Appendix A - Form of Tender – Declaration by Tenderer

To:

Katherine Orme

Procurement Services

From:

The Tender is to be returned electronically via the ‘In-Tend’ portal.

Dear Katherine,

Having examined all the documents listed below and subject to and upon the terms and conditions contained in the said documents, I/We offer to supply the Service to LJMU on behalf of LJMU at the rates/prices detailed in the Price Schedule enclosed.

I/We agreed that this Tender and any contract which may result from it shall be based upon the documents listed below and/or bearing the contract reference shown at the top of this Tender

1. Invitation to Tender
2. Tender Submission
3. Price Schedule
4. Specification and evaluation criteria
5. Terms and Conditions

I/We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us/me in connection with this Tender or with any Contract resulting from this Tender, shall not be applicable to the Contract.

I/We agree that any Contract that may result from this Tender shall be subject to the law of England and Wales as interpreted in an English Court.

The prices quoted in this Tender are valid and open to acceptance by you for a period of six calendar months from the Tender return date specified in you Invitation to Tender.

Signed: Dated:

Name: Position:

Authorised to sign Tenders for & on behalf of:

# Appendix B – Certificate of Non-Collusion

The essence of selective tendering is that the client shall receive bona fide competitive Tenders from all organisations tendering. In recognition of this principle, we certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable date for this Tender any of the following acts:

a) communicating to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the Tender;

b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;

c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Signed: Dated:

Name: Position:

For and on behalf of:

**Appendix C – Form of Tender – Non – Compliance Statement**

NOTE TO TENDERER:

Detail below all matters (Technical, Commercial or Contractual) in which the Tender does not comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance. Cross reference to any supporting information provided separately.

TENDERER:

DATE: PAGE: OF:

|  |  |  |
| --- | --- | --- |
| Section No. in ITT | Matter not complied with in ITT | Extent of Non-compliance  Alternatives offered  Effect on the Tender Requirement |
|  |  |  |
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**Appendix D – Declaration of Bona Fide Bid**

From:

To:

Katherine Orme

Procurement Services

Dear Katherine,

The essence of competitive tendering is that LJMU on behalf of LJMU shall receive bona fide competitive Tenders from all companies Tendering.

In recognition of this principle, we declare that this is a bona fide Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person.

We further declare that we have not done and we undertake that we will not do any of the following acts:

1. Communicate with a person, other than the person calling for this Tender, the amount or approximate amount of the proposed Tender.
2. Enter into any agreement or arrangement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.
3. Offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing of having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the requirement any act of thing of the sort described above.

In this declaration the word “person” includes any person, body or association, corporate or incorporate. The words “agreement or arrangement” include any such transaction, formal or informal, whether legally binding or not.

Signed: Dated:

Name: Position:

For and on behalf of:

**Appendix E – Contract for Services**

Appendix E is a separate attachment to this ITT document.

# Appendix F - Supply Chain of Conduct

The University is committed to carrying out procurement activities in an environmentally, socially, ethically and economically responsible manner and to entering into agreements and contacts with suppliers that share and adhere to its vision

To demonstrate this commitment, Tenderers are asked to acknowledge their compliance with the principles of the Supply Chain Code of Conduct for this Contract, below, with respect to their organisation and their supply chain:

With respect to Social Compliance Tenderers shall:

(i) Not use forced, involuntary or underage labour

* Employees should be free to choose their employment and leave that employment without hold by financial deposit of personal items
* Forced, bonded or involuntary prison labour shall not be used
* Support the effective abolition of child labour
* Comply with the national minimum age for employment, or minimum age 15, whichever is the higher unless a lower minimum age is permitted under International Labour Organisation (ILO) convention 138
* Where any child is found to be engaged in performing child labour, to provide support for that child to enable them to complete, as a minimum, their compulsory education (even if they shall cease to be involved in child labour) or an equivalent education level, as provided for under the UNI Covenant on Economic, Social and Cultural Rights. Such support by the Tenderer should recognise and not prove detrimental to the conditions of the child or those that their work supports

(ii) Provide suitable working conditions and terms

* At least statutory minimum wages (or if none, a realistic living wage) must be paid without discrimination to all employees and all non-statutory deductions must be with the consent of the employee.
* Working hours must be excessive (not over 48 hours per week, excluding overtime) and must allow for at least 1 day off for each 7 day period on average. Working beyond this should be non-regular and of employees own will
* A safe and hygienic working environment must be provided, including any catering or accommodation areas. Any hazardous working, as defined by ILO, should only be carried by persons aged 18 years or over
* All equipment must be safe for use and processes must allow a safe working environment
* Policies and processes must be in place for recording and eliminating occurrence / reoccurrence of health and safety related incidents.

(iii) Treat employees fairly

* Allow employees the freedom of association to join (but not be forced to join) , or be represented by, a trade union or similar organisation of their choice, and be free to leave organisations
* Not discriminate or unfairly treat any employee for any reason including education, social class/ caste, nationality, trade union membership or any of the 9 Protected Characteristics of the UK Equality Act 2010
* Provide a workplace free from discrimination, harassment, or victimisation
* Treat all employees with respect and dignity, and not accept inequality as justifiable on a basis of culture
* Remunerate all employees equally at the same employment grade, regardless of any characteristics listed above, unless statutory conditions require otherwise.

With respect to Ethical Compliance & Economic Development Tenderers shall:

* As a minimum, comply with all laws and regulations of the countries they are working in, manufacturing in or trading with, as applicable
* Not be involved in any way with acts of corruption or bribery, or support acts of violence or terrorism or abuse of individual people or communities
* Not force unsustainable or unfair contract terms on their suppliers, or throughout their supply chain, nor allow unfair exploitation of a dominant market or customer position
* Support fair trade conditions for producers, where applicable
* As a minimum, comply with all financial regulations and taxations of the countries they are working in, manufacturing or trading with, as applicable
* Include community benefit delivery in the locality of where the contract is performed (including publishing and delivering levels of local training and employment opportunities)
* Appoint sub-contractors through an open and fair process, such as public advertising of such opportunities wherever possible
* Act at all times with respect and integrity, including open and transparent accounting
* Allow staff protection if reporting misconduct or raising concerns with respect to their own, or another organisation, and ensure all affected staff are treated in a fair and transparent manner

With respect to Environmental Compliance Tenderers shall:

* As a minimum, comply with all local and national environmental laws, regulations and directives of the countries they are working in, manufacturing in or trading with, as applicable
* Actively avoid causing environmental damage and / or negative environmental impact through manufacture and supply of the goods or services and disposal of supply chain waste
* Have a business plan in place, and be acting on it, to minimise their environmental impact year on year and adopting or working towards internationally recognised environmental standard and/ or behaviours
* Encourage the development and use of environmentally friendly technologies
* Promote positive environmental impacts (such as reduced carbon emissions, better carbon management, waste management and water management, reduced pollution levels and technological improvements) through their activities wherever possible.

I confirm that I am authorised and have all requisite corporate authority to make this declaration on behalf of the entity referred to below

I hereby confirm that the entity referred to below adheres to this Supply Chain Code of Conduct and, if successful in this procurement exercise, shall ensure its supply chain adheres to the Code of Conduct also in order to enforce and promote sound social, ethical, environmental, and economic practices

|  |  |
| --- | --- |
| Entity | (Enter text here) |
| Name | (Enter text here) |
| Title | (Enter text here) |
| Position in Entity | (Enter text here) |
| Date | (Enter text here) |



# Appendix G – Declaration of Interest – LJMU Board of Governors and LJMU Staff

Organisations in which members of the LJMU Governing body have an interest may be invited to tender. Other parties may be assured that LJMU has in place rigorous procedures, which ensure that the external pecuniary interests of Governors are registered.

These procedures prevent Governors from participating in any discussion or decision or receiving any privileged information relating to the placement of any contract in which they have a potential interest, until that interest is no longer under consideration for that contract.

Similarly, to the role of Governors above, LJMU staff are also bound to declare any personal interest in their dealing with suppliers.

LJMU also requires that new suppliers should indicate below if they are aware of any personal connections between their staff and LJMU

Please complete the Declaration of interest

Does your company have family /social/ financial or other connections that may affect or could be perceived to affect your impartiality when conducting business with LJMU?

YES / NO

If your answer is YES please detail your connection with LJMU in the box below

|  |
| --- |
|  |

Authorised Company Signatory (date) …………………………………………..

Please print your Name and Title ……………………………………………………………………………………

**Appendix H - Modern Slavery Act 2015**

Contractors and Sub-Contractors to LJMU

The winning bidder will be expected to agree to and sign this policy on award of Contract

LJMU requires all, Contractors and Subcontractors to complete and sign this form, and return to Procurement Services – via Intend

It is a requirement of LJMU that, in performing your obligations as part of this [name agreement], you [name of the supplier/subcontractor/contractor] undertake to comply with the relevant provisions of the Modern Slavery Act 2015, as follows:

[name] must not engage in any activity, practice or conduct that could constitute an offence under section 1, 2 or 4 of the Modern Slavery Act 2015, if such activity, practice or conduct were carried out in the UK.

[name] will also ensure that each of its direct subcontractors and suppliers shall comply with the Modern Slavery Act 2015.

For the avoidance of doubt, it is in offence under Section 1 of the Modern Slavery Act 2015 to hold another person in slavery or servitude, or to require a person to perform forced or compulsory labour.

It is an offence under Section 2 of the Modern Slavery Act 2015 to arrange or facilitate the travel of another person with a view to that person being exploited (“human trafficking”).

It is an offence under Section 4 of the Modern Slavery Act 2015 to aid, abet, counsel or procure human trafficking.

Name …………………………………………………………………………………………..

Signature …………………………………………………………………………………………..

Company Address …………………………………………………………………………………………

Date …………………………………………………………………………………………..

1. [↑](#footnote-ref-2)
2. [↑](#footnote-ref-3)
3. [↑](#footnote-ref-4)