



REQUEST FOR PROPOSAL (RFP)

RSSB_2452 – Creating a customer service ethos in RSSB

SECTION A – TENDER DOCUMENTS

1. TENDER INSTRUCTIONS

- 1.1 Tenders shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information RSSB has requested within the tender pack, RSSB may reject the tender as non-compliant.
- 1.2 Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will RSSB, or its advisors, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisors incur in this process, including if this tendering process is terminated or amended by RSSB.
- 1.3 Tenderers are solely responsible for obtaining the information that they consider is necessary in order to prepare the content of their tender and to undertake any investigations they consider necessary in order to verify any information RSSB provides during the procurement process.
- 1.4 All pages and responses to the questions of the tender submission must be sequentially numbered (including any forms to be completed and returned).
- 1.5 All specifications, plans, drawings, samples and patterns and anything else that RSSB issues in connection with this ITT, remains the property of RSSB and are to be used solely for the purpose of tendering.
- 1.6 At any time prior to the deadline for receipt of questions, RSSB may modify the tender documents by amendments in writing.
- 1.7 RSSB (at its sole discretion) may extend the deadline for receipt of Tenders.
RSSB reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time and accepts no obligation whatsoever to award a contract.

2. GENERAL LEGAL & COMMERCIAL COMPLIANCE

- 2.1 RSSB will check each tender for completeness and compliance with the tender instructions. RSSB reserves the right to reject any tenders it considers substantially incomplete, or non-compliant (each tender will be assessed on its own merit, according to the level/importance of omitted or non-compliant content).

3. TENDER REQUIREMENTS

- 3.1 “RSSB” means the contracting authority, seeking to invite suppliers to participate in the procurement process.

“You” or “Supplier” means the legal entity completing these questions, submitting a response to this request for proposal.

- 3.2 Please ensure all questions are completed in full and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply you need to clearly state N/A.
- 3.3 If it is necessary for you to provide additional information this should be provided as an appendix and clearly referenced as part of your declaration.

BACKGROUND INTRODUCTION

- 3.4 RSSB was established in April 2003. The Company’s primary objective is to facilitate the railway industry’s work to achieve continuous improvement in the health and safety performance of the railways in Great Britain, and thus to facilitate the reduction of risk to passengers, employees and the affected public. The railway is a complex system with multiple interfaces delivered by many different organisations. At RSSB we bring these different organisations together to make collective decisions. We help the rail industry carry out research, understand risk, set standards and improve performance. We provide a constant point of reference in a changing environment.

We support rail in the areas of safety standards, knowledge and innovation and a wide range of cross- industry schemes requiring our knowledge and independence. Our work involves close collaboration, but as technical experts we also appoint suppliers in the wider market to provide an informed view.

Key elements of the company’s remit are to:

- Manage Railway Group Standards on behalf of the industry
- Lead the development of long-term safety strategy for the industry, including the publication of annual Railway Strategic Safety Plans
- Propose change through facilitation of the research and development programme, education and awareness
- Measure, report and inform on health and safety performance, safety intelligence, trends, data and risk
- Support cross-industry groups in national programmes which address major areas of safety concern
- Facilitate the effective representation of the UK rail industry in the development of European legislation and standards that impact on the rail system

Core Portfolios:

- Industry standards (development & administration deviations, guidance, influencing Europe)
- Safety information analysis and reporting (Precursor Indicator Model, annual Safety Performance Report, Safety Management Information System, health & wellbeing)
- Research & Development (human factors, system interface)

Current Discretionary Portfolios:

- Technology & sustainability (support Rail Technical Strategy, sustainability)
- Innovation (Innovation In Franchising, TOC 15, TOC 16, Future Railway supporting Rail Technical Strategy)
- Industry schemes (Assurance schemes)
- Cyber security

RSSB is a not-for-profit company owned by major industry stakeholders. The company is limited by guarantee and is governed by its members, a board and an advisory committee. It is independent of any single railway company and of their commercial interests. RSSB currently has 79 members.

RSSB REPRESENTATIVE

Your main point of contact is Samdeesh Kathuria shareditt@rssb.co.uk

RSSB OVERVIEW

If you wish to find out more about RSSB, please visit our website at www.rssb.co.uk

TIMELINE

Project Objective	Start Date	End Date
RFP issued	15/02/2017	15/03/2017 (15:00)
Supplier clarification questions deadline	16/02/2017	09/03/2017

Deadline for Submitting Tenders	15/03/2017 at 15:00	
Post Tender Clarification	16/03/2017	30/03/2017
Estimated notification of award decision	05/04/2017	
Target contract commencement date	10/04/2017	

Note: RSSB reserves the right to amend these dates as business requirements demand and will communicate any changes to tenderers.

- 3.6 Should you have any supplier clarification questions relating to the project, please email these six days before the deadline detailed in the project timeline above to ensure that these questions can be addressed. To ensure equal and fair treatment to all suppliers who have submitted a bid, RSSB will circulate all questions and responses anonymously.

Questions should be emailed to: Samdeesh Kathuria shareditt@rssb.co.uk

4. TENDER EVALUATION

4.1 EVALUATION METHODOLOGY

- 4.1 In the interests of an open, fair and transparent assessment, this document sets out how RSSB intends to evaluate tender responses. It outlines the evaluation criteria and respective weightings, as well as the evaluation methodology to be applied.

4.2 EVALUATION PROCESS AND MINIMUM REQUIREMENTS

- 4.2.1 The process that will be used to select an appropriate Tenderer and award the contract for this procurement is to **check for suitability of the tenderer**. If the tenderer does not conform to the minimum requirements Tenders will not be marked.
- 4.2.2 It should be noted that pricing at the evaluation stage, is only taken into consideration should the technical / quality evaluation result achieve the threshold. The minimum score is 48 out of 80 weighted score or 60% out of 100.
- 4.2.3 The tender will be evaluated on 80% technical/quality criteria and 20% price basis.
- 4.2.4 An evaluation panel consisting of representatives of key stakeholders within RSSB will carry out the evaluation. The procurement team will only act as moderator during the suitability and proposal assessment phases of the evaluation.

4.3 TENDER EVALUATION CRITERIA

- 4.3.1 Tenderers must pass all of the Suitability questions in section five, for their RFP to be marked. A fail will automatically result in a non-compliant bid. The Award Criteria relates to the scoring for the specification in this tender, which is used to assess the project specific questions in the tender.
- 4.3.2 In evaluating tenders, the most economically advantageous tender(s) will be sought. This will be using the evaluation criteria in section 7 and relates to the attached specification which detail the specified requirements.
- 4.3.3 Tenderers are advised to carefully consider the attached specifications (section 8), ask clarification questions to ensure these are understood

5. Suitability Criteria:

Suitability Evaluation Area	Evaluation Question	Selection Criteria
<p>S.1 Experience of the Organisation</p> <p>The Tenderer should explain and demonstrate the organisation's experience of delivering similar projects relating to the Specification within the rail industry or for membership/NGO type organisations.</p>	<p>Please provide a real case study demonstrating how you have:</p> <ul style="list-style-type: none"> mapped member/customer engagement in an organisation and identified improvements/tools measured and demonstrated the success of any change transferred learning to users within organisation on maintaining and increasing customer service and engagement identified key risks, mitigated and monitored them challenges faced by the tenderer while delivering the project and how they were dealt with 	<p>Pass/Fail</p> <p>1 case study provided by clearly identifying the description of the project and overview of the client's needs and deliverables. Highlighted successfully delivered outcomes by identifying and mitigating any risks.</p> <p>The response shall give RSSB full confidence in the supplier's experience and capability in effectively and insightfully understanding and organisation and mapping its key customer relationships.</p>
<p>S.2 Availability to perform the work within the timescales</p>	<p>Confirm availability of key resources within the organisation to start the project and deliver the given objectives within 3 months from the contract award/commencement date.</p>	<p>Pass/Fail</p> <p>The response should clearly highlight key resources and their availability to meet the</p>

	RSSB expects the work to be mobilised within 1 week on award of contract.	required deadlines and achieve the objectives.
S.3 Insurance requirements	<p>Confirm that you are willing to self-certify whether if the tenderer already has or can commit to obtain, prior to the commencement of the contract.</p> <p>Employer's (Compulsory) Liability Insurance = £2M</p> <p>Public Liability Insurance = £1M</p> <p>Professional Indemnity Insurance = £1M</p>	Pass/Fail

6. AWARD CRITERIA SCORING TABLE (For Information Only)

Grade label	Grade	Definition of grade
Unacceptable	0	The response has been omitted, or the Tenderer proposal evidences inadequate (or insufficient) capacity or capability to deliver the requirement(s)
Weak	1	The Tenderer has demonstrated merit, although there is weakness evident in its capacity or capability for the purposes of the procurement.
Satisfactory	2	The Tenderer has evidenced a level of capacity and capability suitable for the purposes of the procurement.
Good	3	The Tenderer has evidenced a significant level of capability and capacity for the purposes of the procurement.

7. EVALUATION CRITERIA MATRIX

Please provide no more than 20 pages including images in response to these questions. Please ensure all responses are clearly marked in line with the numbers given in the Evaluation Matrix below.

Evaluation Matrix Evaluation Area	Evaluation Question	Evaluation Criteria	Weight
A1 Summary of the Proposal	The Tenderer must provide a concise summary highlighting the key aspects of the proposal.	This response is not evaluated and is used to contextualise the Tenderer's response.	N/a
A.2 Method Statement to Provide the Key Deliverables	<p>The Tenderers must provide a method statement and a brief project plan detailing your approach to meet the objectives of this project (as described in the Specification) within the given timeframe.</p> <p>The Tenderer should demonstrate how they will achieve the following:</p> <ol style="list-style-type: none"> I. Key objectives of the requirement II. Mitigate any risks arising 	<p>The Tenderer's response shows that it:</p> <ul style="list-style-type: none"> - Has a credible work plan/solution - Has a defined and achievable timeline 	15%
A.3 Resource Management & Project Delivery	<p>Please identify key roles and responsibilities that are essential for the delivery of this project. The tenderer should provide CV's/Career Summary, and confirm the availability of the individuals highlighted.</p> <p>This should highlight that sufficient resource is available to deliver the objectives of the project in line with the method statement and approach proposed above.</p>	<p>The Tenderer's response shows that it</p> <ul style="list-style-type: none"> - Has assigned suitably qualified and experienced resource for service delivery - Has identified appropriate management of these resources - Manages risk appropriately in terms of unavailability of these resources 	15%

<p>A.4</p> <p>Performance and Budget Management</p>	<p>Based on the information provided about RSSB’s structure, size, and number of members, propose the number of employees and members that you believe should be interviewed and the number of employees you could interview considering the budget/target value constraints of this project. Please also propose the interview techniques used for staff and members. Please provide your rationale behind the selection of the proposed interview techniques and the proposed sample of RSSB employees and members that would be interviewed and how long each interview would last.</p> <p>The Tenderer must outline the processes and resources it proposes to use to fulfil RSSB requirements:</p> <p>The Tenderer should demonstrate how it will:</p> <ul style="list-style-type: none"> (i) Apply the correct resources for tasks with different complexities (ii) Conduct interviews with internal and external stakeholders to ensure that the right information is gathered to deliver the objectives of the project without the need for major revisions and scope creep 	<p>The Tenderer’s response shows that it</p> <ul style="list-style-type: none"> - has identified appropriate resource management - has provided appropriate evidence to support the proposed number of employees and members the supplier intends to interview. The number of interviews will show that the sample size is representative and will yield credible data - has identified a suitable interview technique which will assist in achieving the desired objectives of the project - has a resource plan that integrates with the method statement(s) - identifies and manages any performance risks 	<p>25%</p>
<p>A.6 Contract Transfer and Exit Strategy</p>	<p>The Tenderer must indicate plans for the transfer of knowledge and skills from this activity back to RSSB or to a new provider during and at the end of the contract.</p>	<p>The Tenderer knowledge transfer arrangements and exit strategy are credible and can achieve the required outputs and seamless transition.</p>	<p>15%</p>

	The Tenderer should provide illustrative plans they have used previously when implementing an exit strategy and/or contract transfer.		
A.7 RSSB responsibilities	The Tenderer must identify any areas of RSSB responsibility NOT already detailed within the Specification.	This section is not scored but may be used to clarify roles and responsibilities of both parties.	N/A
A.8 Presentation (Tenderers who pass the suitability criteria stage will be invited to present at a presentation day)	The Tenderer shall demonstrate that they have considered their stage 1 proposal and how they will approach the evaluation of RSSB's current customer service culture.	The Tenderer's presentation shows the following: An overview of their approach to understanding customer service culture at RSSB with high level timescales. An overview of research they have done on RSSB to identify the issues it could face in improving customer service to its members. A detailed example of a similar exercise undertaken for a comparable company.	10%

8.0 SPECIFICATION

Project Overview/Background

- 8.1 RSSB employs approximately 290 technical experts in all railway disciplines and business professionals.
- 8.2 RSSB recognised in 2015 that it needed to improve its approach to member understanding, engagement and communication and has taken initial steps to strengthen internal capability. In November 2016, the Office of Rail and Road (ORR) published their report into independent review of RSSB (<http://orr.gov.uk/consultations/closed-consultations/railway-safety-consultations/orrs-independent-review-of-rssb-in-2016>) and made several recommendations including:
 - 8.2.1 Put member needs explicitly at the heart of its (RSSB) objectives and every activity.
 - 8.2.2 Agree with members' specific standards of service they expect and similarly clarify RSSB expectations of members.
 - 8.2.3 Identify new ways of reaching out to stakeholders who depend on or should contribute to RSSB's work, setting targets to improve engagement and visibility with particular groups.
- 8.3 A work programme to improve all aspects of RSSB engagement and communications to members/stakeholders has been established and some key proposals are currently being consulted with members and key stakeholders in "Your RSSB: Fit for the future" document. [www.rssbconsultations.co.uk]
- 8.4 **Scope of Work – Stage 1**
 - 8.4.1 In accordance with the background given above, RSSB is seeking an experienced and independent provider to recommend how to create, embed, maintain and improve customer service behaviour and culture within the company. The outcomes of the work package that we are tendering are:
 - 8.4.1.1 Evaluation of current customer service approach,
 - 8.4.1.2 A definition of what excellent would look and feel like in the context of RSSB and the railway industry,
 - 8.4.1.3 Options on how to develop, embed, improve and measure the effectiveness of a customer service culture,
 - 8.4.1.4 Recommendations in priority order on how to implement along with suggested timescales and likely resource requirements for a successful implementation,
 - 8.4.1.5 A draft report for review by the RSSB contract manager,
 - 8.4.1.6 A report and a presentation summarising the above

8.4.1.6.1 The report should be clearly structured and highlight the relationship between the findings and associated recommendations.

8.4.2 The successful Tenderer will be expected to review the RSSB approach to role definition, recruitment, induction, objective setting, training and development in the context of customer service. The successful Tenderer will also consider the current culture, behaviour and company values before developing options and proposals for a transformation programme to engage employees and equip them to provide a high-quality and empowered customer service.

8.4.3 To gather the required information and deliver the above-mentioned tasks, RSSB will give access to the supplier to interview staff members. Please see the organisation chart/structure for further details (Annex 1). RSSB will also assist the successful Tenderer in gaining access to members who would be happy to participate in the interview process. Please see the list of members for further details (Annex2).

8.4.4 All Tenderers will treat the information in regards to organisation structure and membership as confidential.

8.4.5 As part of the request for proposal process Tenderers will have to attend at a presentation day. Please refer to section 7 question A8 for further details. This day will be organised after the submission of tenders and only suppliers who have passed the suitability criteria (section 5) will be invited. The purpose of this presentation day is for RSSB to understand the supplier's proposal effectually, especially around proposed approach and issues that RSSB could face considering the industry we are operating in. The presentation day will take place between 16th March and 30th March 2017 at RSSB offices The Helicon, 1 South Place, London EC2M 2RB. A date and allocated time will be confirmed after the tender submission deadline has passed. The presentation should not be longer than 45 minutes out of which final 15 minutes should be allocated for any questions and answers that RSSB might have.

8.5 **Potential Scope of Further Work – Stage 2**

8.5.1 Following on from proposed recommendations and findings of stage 1, in stage 2 supplier should work with RSSB to prepare a programme of work in order to effectively implement the recommendations, which will consequently increase the level of customer service ethos within the organisation and also increase member engagement. This programme of work will also clearly identify KPIs/Member Benefits measurements and advise on tools to track and monitor success of any change.

8.5.2 This stage is only added in this request for proposal as an option which could be exercised in the future if the need arises. RSSB is not committed to exercise this option or bound to use it and could evaluate other options or go back out to the market if the need arises.

8.6 Potential Scope of Further Work – Stage 3

8.6.1 Following on from outcomes of stage 1 and stage 2, in stage 3 the supplier will work according to the agreed programme of works prepared in stage 2 to implement the recommendations and findings from stage 1. The supplier will transfer the learning to the RSSB staff to embed excellent customer service ethos, which will subsequently increase member engagement and customer satisfaction. The supplier will also implement clear KPIs/Member benefit measurements which were developed and agreed in stage 2. This should give RSSB effective tools to continuously measure member engagement and improvement in customer service offered by RSSB to the members. At the end of stage 3, the supplier should endeavour to make the organisation self-sufficient by handing over any other lessons learnt or insights developed to the RSSB Contract Manager.

8.6.2 This stage is only added in this request for proposal as an option which could be exercised in the future if the requirement arises. RSSB is not committed to exercise this option or bound to use it and could evaluate other options or go back out to the market if the need arises.

8.7 Remedies

8.7.1 Performance will be monitored as part of the scope of works and payment will be made on successful completion of each stage and appropriate sign off by the RSSB contract manager.

8.7.2 Non-satisfactory performance will be flagged as soon as under performance is made known and a corrective action plan should be put in place with a formal resolution to be proposed within 5 days of the problem arising.

8.7.3 Unsatisfactory performance identified during the project will require remedial action, and will be followed through and monitored according to a plan agreed by the RSSB Contract Manager and the Tenderer's Contract Manager.

8.8 Target Value and Timescales

8.8.1 The target value range for this piece of work is between £35,000 and £50,000. The bid of £35,000 will receive the maximum score available (15%) and an offer of £50,000 shall receive no marks, the rest of the offers shall be evaluated on a pro rata basis. Any offers submitted above the target value of £50,000 will be disqualified.

8.8.2 The work is expected to commence within 1 week of the contract award date and must be completed within 3 months.

8.9 Pricing schedule:

Please fill in the excel sheet Appendix 4, Pricing Schedule for stage 1, 2 and 3, and return with the Tender response.

1. The rates contained with the pricing schedule are, unless otherwise expressly agreed between the parties are firm and will not increase with inflation or any other index.
2. The rates entered shall be deemed to include complete provision for full compliance with the requirements of the Contract.
3. The rates exclude VAT.
4. A full and comprehensive breakdown of all costs and expenses to provide the goods, services or works requested in this invitation to quote must be provided and all assumptions must be clearly stated.
5. Failure to provide adequate detail may cause your tender to be judged non-compliant.
6. We envisage there are three main tasks in **stage 1** of this project; interviews of employees and members, preparation of the report to incorporate findings and proposed recommendations, and presentation to RSSB.
 - 6.0.1 We require the following information:
 - 6.0.1.1 A breakdown by grade and named individual, indicating the number of days to be worked on each task, a brief description of their role in the task, and the daily rate to be charged.
 - 6.0.1.2 Details of any travel and subsistence to be incurred.
7. In **stage 2** we envisage that there will be 2 key tasks; development of programme of works and KPI/Member Benefit Measurements Development. Please note that you will only be scored on day rates and not the estimated number of days. Estimated number of days requested in stage 2 are for indicative purposes only.
8. For **stage 3**, please use tab named "stage 3 rate card definitions" to understand the different levels of skills and submit day rates accordingly in tab named "Stage 3" of the Appendix 4.
9. Tenderers must include in the pricing schedules any discounts or any reduced pricing they are proposing to offer to RSSB in delivery of this requirement.
10. RSSB requires Tenderers to competitively tender against the requirements of the Specification. Payments to the Contractor for service delivery will be in accordance with the terms and conditions.
11. All payments will be made after the completion of the work (each stage) and sign off by the RSSB Contract Manager.

9.0 PROCESS AND PREPARATION OF RESPONSES

- 9.1 Provide a response to answer the requirements to explain how you will meet the needs of RSSB. Provide evidence to support your response on how you will meet the requirements in the **Suitability criteria in section five.**
- 9.2 Provide a response to answer the requirements to explain how you will meet the needs of RSSB and provide evidence to support your response on how you intend to meet the requirements in the **Award Criteria in section seven.**
- 9.3 The Supplier shall not enter in any agreement or arrangement with any third party which would in any way cause RSSB or its members to incur any financial obligations to the Supplier or any third party.
- 9.4 The Supplier shall not approach any RSSB employee, the RSSB representative or its agents to discuss any aspects of the Tender. All communication should be conducted via the nominated representative.
- 9.5 The Supplier shall not canvass support for the award of the contract by approaching any employee of RSSB, its representative or its agents.
- 9.6 The documents as enclosed are to be accepted in their entirety. No alteration will be allowed, unless notified and confirmed in writing by RSSB procurement before the date stated for the receipt of tenders. If any alteration is made or these instructions to Suppliers are not fully complied with the tender may be invalidated.
- 9.7 The conditions of contract included in this Request for Proposal apply. The Suppliers standard terms of business or trade will not be accepted.
- 9.8 Any requested changes for minor amendments to the conditions of contract must be sent in as a part of contract issues memo (Appendix 3) for consideration. If this is not completed, it is assumed that the Supplier has accepted all terms and conditions detailed and no further changes will be accepted.
- 9.9 The Supplier shall be deemed to have satisfied itself as to the nature, extent and the content of the goods, services or works to be provided, the extent of staff required and all other matters, which may affect the tender.
- 9.10 All prices quoted to be GBP (unless otherwise requested in the Request for Proposal) exclusive Value Added Tax and firm

- 9.11 It is the Suppliers responsibility to ensure the tender is correct at the time of submission. No amendment to the tender will be allowed after the due date.
- 9.12 Any questions must be emailed to the main point of contact no less than six days before the return date. Note: questions/responses will be circulated anonymously to all Suppliers invited to tender.
- 9.13 Tenders received after the closing date and time will not be considered.
- 9.14 RSSB reserves the right to correct any omissions or inaccuracies in the Request for Proposal and to clarify and/or amend any of RSSBs' requirements, up to seven days before the return of tenders.
- 9.15 All information supplied by RSSB must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or tenders required during the preparation of the Tender. All information provided by Suppliers will be treated in confidence except in stances where references may be sought.
- 9.16 RSSB reserves the right to cancel this Tender at any point and any cost incurred in the preparation of this Tender is at the Bidder's expense.
- 9.17 Tenders must remain open for acceptance for a period of 180 calendar days from the submission date.
- 9.18 Offers submitted in relation to stage 2 and 3 must remain open for acceptance for a period of 365 days from the contract commencement date of stage 1.

10.0 TENDER RESPONSE INSTRUCTIONS

Please fill in the tender response in the format below:

9.1 Legal entity name of Tenderer

9.2 Contact person's name, email address, telephone number and postal address for enquiries relating to this procurement

Name:
Postal address:
Telephone number:
Email address:

9.3 Tenderer's registered address

9.4 Tenderer's website address (if available)

9.5 Please tick the box for the legal form of the Tenderer

<ul style="list-style-type: none">• Sole Trader <input type="checkbox"/>• Partnership <input type="checkbox"/>• Limited Liability Partnership <input type="checkbox"/>• Private Limited Company <input type="checkbox"/>• Public Limited Company <input type="checkbox"/>• Local Council <input type="checkbox"/>• Voluntary/ charitable/ not for profit organisation <input type="checkbox"/>• Other (please specify below) <input type="checkbox"/>
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If 'Other' has been selected from the question above please provide details.

If your business is a registered company, charity or any other registered organisation (including limited, non-limited or Industrial and Provident Society), please state your registration number. This must be the registration number of the Tenderer, providing the country and date of incorporation / registration if other than the UK.

9.6 Name of ultimate parent company (if this applies)

Companies House Registration number of ultimate parent company (if this applies)

11.0 CONDITIONS OF CONTRACT

11.1 Attached **in Appendix 2** is the terms and conditions in relation to the proposed contract award.

11.2 Qualification of the Contract

Where Tenderers have any queries or concerns with any specific condition of the terms and conditions of the contract, these should be submitted in writing to shareditt@rssb.co.uk as soon as possible, and in any case no later than 10 days prior to the deadline for submission of tenders. Please ensure the specific condition(s) and proposed amendment(s) are provided in the contract issues memo (Appendix 3). These will be reviewed by RSSB on a case by case basis, and, if accepted, revised terms and conditions will be issued to all Tenderers. Failure to accept the terms and conditions of the contract or to qualify the tender in any way, may result in the tender being rejected by RSSB.

APPENDIX 1 CONFLICT OF INTEREST DECLARATION

Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of itself, its named sub-contractors and / or consortia members.

Please describe any (potential) conflicts of interest that the Tenderer has identified and how these will be managed*:

If you **DO NOT** have any conflicts to declare, please tick this box:

Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

Guidance to Tenderers:

Tenderers should describe in the detail the perceived conflict (how it could be perceived in the context of this procurement) and the measures it will take to mitigate the conflict through the procurement life-cycle and service delivery.



APPENDIX 2 FORM OF TENDER

DECLARATION PROPOSAL FOR THE PROVISION OF **RSSB2452** Creating a customer service ethos in RSSB

Having examined the proposed Contract comprising of:

- (a) The Specification
- (b) The Pricing Schedule
- (c) The Evaluation Criteria
- (d) The Tender Response

As enclosed in the RFP response dated **(INSERT DATE)**. We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by RSSB for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely 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 prior to award of this Contract:

- (a) Collude with any third party to fix the price of any number of tenders for this Contract;
- (b) Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

Unless and until the Tenderer and RSSB have executed a formal agreement, RSSB acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date:

Signed:

in the capacity of:

duly authorised to sign tenders for and on behalf of:

.....By completing this Declaration and submitting your tender, you have agreed that the statements in this Form of Tender.