

**Children’s Commissioner**

**Invitation to Tender**

**Internal Audit Service**

22nd May 2015

About the Children’s Commissioner

The Children’s Commissioner is a national organisation led by Anne Longfield, OBE. The post of Children’s Commissioner for England was established by the Children Act 2004. The United Nations Convention on the Rights of the Child (UNCRC) underpins and frames all of our work.

The Children’s Commissioner has a duty to promote the views and interests of all children in England, in particular those whose voices are least likely to be heard, to the people who make decisions about their lives. She also has a duty to speak on behalf of all children in the UK on non-devolved issues which include immigration, for the whole of the UK, and youth justice, for England and Wales. One of the Children’s Commissioner’s key functions is encouraging organisations that provide services for children always to operate from the child’s perspective.

Under the Children Act 2004 the Children’s Commissioner is required both to publish what she finds from talking and listening to children and young people, and to draw national policymakers’ and agencies’ attention to the particular circumstances of a child or small group of children which should inform both policy and practice.

The Children’s Commissioner has a statutory duty to highlight where we believe vulnerable children are not being treated appropriately in accordance with duties established under international and domestic legislation.

**Our vision**

A society where children and young people’s rights are realised, where their views shape decisions made about their lives and they respect the rights of others.

**Our mission**

We will promote and protect the rights of children in England. We will do this by involving children and young people in our work and ensuring their voices are heard. We will use our statutory powers to undertake inquiries, and our position to engage, advise and influence those making decisions that affect children and young people.

# Glossary

## This invitation to tender document regulates the conduct of the Potential Provider and the Authority throughout the Procurement.

## Except for the words and expressions set out below, the capitalised words and expressions used in this invitation to tender shall have the following meanings given to them:

##  “Authority” means the Children’s Commissioner;

## “Contract” means the contract and schedules for the delivery of the services and as set out in Contract terms and conditions and contract schedules. Please visit the CHILDREN’S COMMISSIONER website to view the standard contract terms and conditions referred in this document.

## “Contract Commencement Date” means the date upon which the successful Potential Provider begins to deliver the Services to the Authority;

 **“ITT”** means this Invitation to Tender document incorporating these terms and all related documents published by the Authority in relation to this Procurement;

**“Potential Provider(s)”** means any person or legal entity submitting a response to this ITT that will ultimately enter into the Contract with the Authority and therefore assumes liability for the performance of the Contract;

**“Procurement”** means the process used to establish the contract that facilitates the supply of the services to the Authority as described in this ITT;

**“Services”** means the services to be provided by the Supplier appointed to the Contract and as outlined in Schedule 1 of the Contract (Services);

**“Tender”** means the tender submitted by the potential provider to the Authority in response to this ITT; and

**"Response"** means a submission prepared by a Potential Provider in response to a qualification questionnaire or an invitation to tender (as the context requires).

1. **Introduction**

## Please read the information and instructions carefully before attempting to complete your Tender.

## To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates is accurate at all times.

## This ITT which consists of this document comprises:

### information regarding the Procurement, including the timetable;

### details of the Services that the Potential Providers will be required to supply – Schedule 1 of the Contract (Services);

### instructions explaining how to submit questions and requests for clarification;

### instructions explaining how to complete and submit a Tender;

### details of the evaluation and assurance processes used by the Authority.

1. **Summary of Tender**

**Authority:** Children’s Commissioner

**Description:** the Children’s Commissioner seeks to appoint a suitable independent and experienced Internal Auditor to provide the Audit and Risk Committee and Accounting Officer with assurance on the efficiency, economy and effectiveness of policies, practices and controls at the Office of the Children’s Commissioner

**Contract value:** We anticipate that the total value of the Contract is in the region of £15,000 inclusive of VAT

, per year

**Closing date:** 5th May 2015

**Contact** Michael Coldwell, Planning Performance and Impact Manager

**Telephone number**: 020 7340 7227

**Email:** michael.coldwell@childrenscommissioner.gsi.gov.uk

**3.1 Overview**

**The Requirement:**

The provider will be required to deliver the following services:

* Performance of audit assignments
* Assignments are to be performed in accordance with the Respondent’s procedures for Internal Audit work, as described in the tender proposal, unless specifically agreed otherwise
* All procedures and working papers must be made available on request within one working day, to the Office of the Children’s Commissioner
* Timing of assignments
* The Audit and Risk Committee shall approve the Annual Internal audit plan before implementation. The performance of each assignment that is not in the audit plan shall be agreed to by the Audit and Risk Committee by not later than one month before work is due to commence.
* Quality assurance reviews of the work
* The Successful Bidder shall ensure that all work conforms to relevant UK Institute of Internal Auditors – UK and Ireland Standards and Guidance and HM Treasury Government Internal Audit Standards.
* Independence and objectivity of Audit Staff
* In carrying out the work, the Successful Bidder must ensure that its staff maintains objectivity by remaining independent of the activities they audit.
* Monitoring progress of assignments
* The Successful Bidder shall meet with the Audit and Risk Committee to report on progress of the Work.
* Report of audit results
* The report(s) on findings and recommendations arising from audit work should be sent to the Senior Manager responsible within 21 days of completion of fieldwork for their review and comment. The Senior Manager will either respond to the Internal Auditor within 14 days to agree actions & implementation dates or arrange a meeting to discuss within that time. If the findings have not been addressed these shall then be incorporated into the relevant report.
* Fraud and irregularities
* In planning and conducting its work, Successful Bidder should seek to identify serious irregularities, which might result in possible fraud; any such irregularities must be reported immediately to the Director of Corporate Services and accounting officer as well as the Audit and Risk Committee without disclosing these to any other members of the staff.
* Liaison with incumbent contractor
* In the event of a change from the incumbent contractor, tendering internal auditors should specify what ‘on-site’ and other assistance/support will be provided during the changeover period to ensure that the implementation of change    can be managed as efficiently, expeditiously and economically as possible.
* Any new appointee, if necessary, will be required to co-operate with the incumbent internal auditors to ensure a smooth and cost-effective transition, and run-down of existing work, where appropriate.
* During the final year of the contract, notice will be served about inviting tenders for a new contract.  If the then current contractor does not retain the appointment, the incumbent will be expected to co-operate fully with any new contractor and to maintain relevant services for a reasonable period on the basis of charges applied during the final year of the then current contract.

**3.9 Timeline**

The provisional timeline for the process is outlined below:

| DATE | ACTIVITY |
| --- | --- |
| 5th June 2015 | Tender submission deadline |
| 15th June 2015 | Interviews |
|  16th June 2016 | Notification of successful tender |
| 1st July 2015 | Contract Go-Live |
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1. **COMPLETING & SUBMITTING A TENDER**

**4.1 Tendering arrangements**

The Authority would like to hear from you if you feel you could are able to provide the Services detailed above. We reserve the right not to accept any Tenders or award any contracts as a result of this Tender exercise.

**4.2 Tender requirements**

Tenderers are requested to include in their Tender submission the following information:

**4.3 Details of the organisation**

Information provided in this section is required for back-ground and to enable the Authority to carry out an assessment of the Potential Providers’ economic and financial standing. Details provided here will be used by the Authority to issue any notices should your organisation be successful at this Procurement

Background information on the organisation to include:

* the organisation’s full legal name & address;
* type of organisation;
* the management structure;
* the resource available locally, and in other offices;
* any specialist knowledge available to the firm;
* the organisation’s contact and email address;
* financial statement and solvency information (annual report).
* A commitment to ensuring that supplier staff and managers involved in the project will be DBS checked (where relevant).

Copies of policies (or supporting statements) validating your organisations commitment to:

* sustainable development.
* equal opportunities and diversities.
* risk management.
* business ethics.
	1. **Delivery of services**

Please provide:

* Details of the proposed approach and methodology to be applied in the delivery of the specification.
* An outline project plan.
* A proposal for reporting which will make the information as user-friendly as possible.
* A nominated project manager for the appointment who shall not be changed during the term of the appointment without the consent of the
* **4.5 Value for money**
* Potential Providers are required to quantify their costing, submitting a breakdown of costs to explain the final price calculation
* Details of expenses which are chargeable in addition to fees, including mileage rates, rail fares etc.
* All Tenders must be structured according to the Form of Tender (Annex 1) showing the overall tender sum for the different parts of the specification together with indicative provision for ad hoc work in the future.
* A failure to provide a price where one is required will result in the Tender being deemed non-compliant and shall be disqualified from further participation in this Procurement.

## 4.6 Completion and Return of Tender

* All Responses should be emailed to procurement.mailbox@childrenscommissioner.gsi.gov.uk
* All tenders should be sent as an e-mail attachment not exceeding 19Mb and submitted in PDF format. The main tender document should not exceed 30 pages, exclusive of attached policies. Please note that the Authority shall not accept receipt of hard paper copies unless previous agreement has been reached.
* All Tenders must be received by the Authority, by the Tender Submission Deadline. The Authority reserves the right to revise the Tender Submission Deadline to a later date.
* Any submission received after the Tender Submission Deadline specified above will be disqualified. No exceptions will be made for any reason. However, the Authority may, at its own absolute discretion, extend the closing date and time for receipt of tenders specified above without request. Any such extension will apply to all Tenders.
	1. **Costs and Expenses**

All costs expenses and liabilities incurred by the Potential Providers in connection with preparation and submission of their Tender submissions will be borne by the Potential Providers.

The Potential Providers shall have no claim whatsoever against the Authority in respect of such costs save as expressly provided for in the Contract.

The Authority reserves the right:

* to amend, clarify, cancel, add to or withdraw all or any part of the procurement documentation or the Procurement at any time during the Procurement;
* to vary any timetable or deadlines set out in the procurement documentation; and
* not to conclude a Contract for some or all of the Services (as applicable) for which Responses are invited.
	1. **Tender Documents**

The following requirements must be adhered to when submitting Tenders.

* The Tender must be in English and drafted in accordance with the drafting guidance as set out in this ITT.
* Where documents are embedded within other documents Potential Providers must provide separate electronic copies of the embedded documents.
* Each Tender must be uniquely named or referenced.
* The Tender must be fully cross referenced with a full list of supporting material.
* Pages must be A4 in size or where necessary A3 folded in half, and Potential Providers should use Arial 12 double spaced.
* A Potential Provider may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Potential Providers after the Tender Submission Deadline.
* A Potential Provider may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline
	1. **Tender Validity Period**
* A Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline.
* A Tender with a shorter validity period will be rejected

**4.11 Clarifications and Questions regarding this Procurement**

Any queries in relation to the submission process should be made to:

**Michael Coldwell**

**Planning Performance and Impact Manager**

**Children’s Commissioner**

**Sanctuary Buildings,**

**20 Great Smith Street,
London.
SW1P 3BT**

* Every Tender Response received by the Authority shall be deemed to have been made subject to the conditions of Tender as set out in this ITT. The Authority shall only consider the Tenders that are complaint with the terms of this ITT.

## The Procurement documentation and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to this Procurement exercise nor has it been independently verified. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:

### accept any liability or responsibility for the adequacy, accuracy or completeness of the Procurement documentation,

### make any representation or warranty, express or implied, with respect to the information the Procurement documentation contains nor shall any of them be liable for any loss of damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

## The Potential Provider should form its own conclusions and make its own independent assessment of the Contract requirements and should seek its own financial and legal advice about the methods and resources needed to meet the Authority’s requirements

* Submission of this completed tender constitutes acceptance of the Children’s Commissioner’s standard contract Terms and Conditions, as published on our website and attached to this document as Annex 3
* All potential providers must sign and date the Certificate of Conclusive Tendering (Annex 2) and include it within Section 6 of the tender (“Declarations, Undertakings and Attachments”). No part of the wording of this document may be changed. Unsigned or altered version of this certificate will invalidate a tender.
* The Children’s Commissioner will not enter into dialogue or negotiation with providers over our published contract Terms and Conditions. Please ensure to read Children’s Commissioner’s Terms and Conditions (Annex 3) thoroughly before submitting your tender and submit any questions to the Children’s Commissioner Planning Performance and Impact Manager who will be happy to assist you

**4.12 Acceptance of a Successful Tender**

The Authority is not bound to accept the lowest-priced Tender. The selection criteria, and relative weighting, are as follows:

The successful Potential Provider will be notified in writing and will be required to enter into a formal agreement with the Authority in the form of a Contract.

All unsuccessful Tenders will be notified at contract award stage.

## TECHNICAL COMPETENCY

* + Evidence of competency to undertake internal audit function in an arms length body. This should relate to both the experience of the firm overall and key individual members of the audit team.
	+ Ability to call on specialist auditing skills in the areas of finance, risk, value for money and procurement
	+ Details of key staff to be engaged in the audit programme, including brief CV and seniority
	+ Details of ongoing staff training and development policies and procedures;

## AUDIT APPROACH

* + Brief description of your overall approach to internal audit including proposal for the maximum number of days per annum to meet Internal Audit requirement.
	+ Extent of your reliance on a risk based approach
	+ What is your understanding of the main issues driving arms length bodies and the Office of the Children’s Commissioner in particular.
	+ What is your analysis of the major risks facing the Office of the Children’s Commissioner and how would you configure your audit programme to address these, including an indication of time allocation.

## AUDIT METHODOLOGY

* + Describe your approach to audit assignments
	+ How would you achieve a balance between work on risk management and substantive testing
	+ Procedures for ensuring confidentiality of files and information relating to the audits undertaken;
	+ Proposals for reporting effectively the outcomes of Internal Audit work back to the Office of the Children’s Commissioner
	+ Procedures for involving the Office of the Children’s Commissioner in any staff change regarding the team allocated to the Office of the Children’s Commissioner.

## ECONOMICS

* + A comprehensive budget for the 1 year appointment, showing the service activities proposed, with charge-out rates and budgeted hours, including relevant assumptions.

## CORPORATE GOVERNANCE

* + Scope of support for Audit and Risk Committee and Management including tangible proposals to add value.
	+ Method for effective reporting to the Audit and Risk Committee and Management of the Office of the Children’s Commissioner

The successful Tenderer will be notified in writing and will be required to enter into a formal agreement with the Office of the Children’s Commissioner in the form of a contract as specified in Appendix A. All unsuccessful tenders will be notified at contract award.

The Contractor shall not give, bargain, sell, assign, sub-let (except as it is customary in the normal course of business), or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the consent in writing of the Office of the Children’s Commissioner.

## 4.13 Canvassing

Any Potential Provider who directly or indirectly canvasses any member, official, officer, public sector employee or agent of the Authority concerning the award of the Contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any member, official, officer, public sector employee or agent of the Authority concerning any other tender or proposed tender for the Services described herein, shall be disqualified from this Procurement.

## 4.14 Confidentiality of Tender Information and Documentation

### All information supplied by the Authority in connection with this Tender shall be regarded as confidential at all times, unless it is already in the public domain and the Potential Provider shall only use such information for the purposes of preparing a Response (or deciding whether to respond).

* The ITT and accompanying documentation and publications are and shall remain the property of the Authority and must be returned upon demand to the Authority. The Potential Providers grant the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Response for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority’s business activities.

## A Potential Provider may disclose, distribute or pass any of the information supplied by the Authority to its advisers, agents, subcontractors, consortium members or to another person provided that:

### it is done for the sole purpose of enabling it to submit a Response and the person receiving the information undertakes to keep the information confidential on the same terms imposed by this ITT; or

### it obtains the Authority’s prior written consent 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

### the Potential Provider is legally required to make such a disclosure.

## 4.15 Collusion

Any Potential Provider who:

* Fixes or adjusts the amount of his Tender by or in accordance with any agreement with any party, OR
* Communicates to any other party (other than the Authority) the approximate amount of the proposed value, price or rates set out in the Response Tender, (except where disclosure is made confidentiality and is deemed necessary to obtain quotations for insurance and contract guarantee bond valuation), OR
* Enters into an agreement or arrangement with any other party that they will refrain from tendering or as to the amount of any tender submitted, OR
* Offers or agrees to pay, give, or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, causing or having caused to be done in relation to any other tender or proposed Tender for the Service any act or omission,

SHALL (without prejudice to any civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Provider may attract) be disqualified from further participation in the Procurement.

**4.16 Recycled Paper**

We seek proposals from organisations that use paper from sustainable sources such as the FSC credited paper stock.

# 4.18 Law and Jurisdiction

## Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.

## The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

Annex 1: Form of Tender

Potential Providers should present their proposals in the following format in a document not exceeding 30 pages, excluding annexes/attachments. If a separate Pre-Qualification Questionnaire has been issued for completion, please ensure to complete and include it with your submission.

**Section 1 Table of Contents**

**Section 2 Executive Summary**

**Section 3 Meeting the Specification**

* **Proposed methodology**
* **Project management**
* **Risk assessment**

**Section 4 Cost and Charging Arrangements**

**Section 5 Experience** **and References**

* **Bidding organisation**
* **Individual project manager**

**Section 6 Declarations, Undertakings and Attachments**

Annex 2: Certificate of Conclusive Tendering

**DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER**

The words and expressions set out in this Certificate of Conclusive Tendering have the meanings given to them in the Invitation to Tender.

**Declarations**:

1 ...............................................…………………………….
(Name of Potential Provider)

2. declare that we have not communicated to any other party the amount or approximate amount of the Tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this Tender. The Tender price has not been fixed nor adjusted in collusion with any third party, and

3 declare that the tender will remain valid 120 days following the Tender Submission Deadline and that we are not entitled to claim from the Authority any costs or expenses incurred in preparing the Tender or subsequent negotiations whether or not the Tender is successful.

# 4 declare to provide the Services as specified in the Contract Schedule 1 (Services) in accordance with the terms and conditions of the Contract.

# 5 declare to accept unreservedly the terms and conditional of the Contract, as published at the Authority’s website, without caveats or limitations and execute the Contract (to incorporate relevant aspects of the Tender such as your prices) within 5 calendar days of being called upon to do so by the Authority.

# 6 warrant that all the information contained in the Response to the ITT is accurate and true and you undertake to notify the Authority of any changes as soon as practicable.

7 warrant that you have all the requisite corporate authority to sign this Tender and this Certificate of Conclusive Tendering.

Signed on behalf of the Potential Provider on date

.................................................................. …………………………….

**Undertaking**

The Authority requires all Potential Providers to make full and frank disclosure to the Authority in the form of a signed undertaking in respect of any or all of the following:

a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;

b) any convictions for a criminal offence committed by the Potential Provider (or being a company, by its officers or any representative of the company);

c) any acts of grave misconduct committed by the Potential Provider (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;

d) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and

e) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

**Annex 3: Standard Terms and Condition;**

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**Appendix A**

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| --- |
| **Tenderer’s Commercially Sensitive Information Form** ITT Ref No:  |
| Description of Tenderer’s Commercially Sensitive Information:  |
| Cross Reference(s) to location of sensitive information in Tender:  |
| Explanation of Sensitivity:  |
| Details of potential harm resulting from disclosure:  |
| Date of applicability - Period of Confidence (if applicable):  |
| Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address:  |