

**INVITATION TO QUOTE**

**UK Mayors Devolution Impact Report and event.**

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**INTRODUCTION TO UK MAYORS**

**UK Mayors Network**

The UK Mayors Network (formerly M10 Network) is a network of the Mayoral Combined Authorities and the GLA. The Network seeks to share best practice amongst its members and to promote further devolution to key stakeholders including politicians, government ministers, civil servants and key think tanks.

There are currently 12 members of the network (listed below). The network holds regular meetings of key officers, Chief Executives and Mayors. The West of England Mayoral Combined Authority provides the secretariat services on behalf of the Network, with West Yorkshire acting as the chair of the Mayors and CEOs groups. The terms of reference for the group has been provided alongside this document.

Members of the network:

* Cambridgeshire and Peterborough Combined Authority
* East Midlands Mayoral Combined Authority
* Greater London Authority
* Greater Manchester Combined Authority
* Liverpool City Region Combined Authority
* North of Tyne Combined Authority
* South Yorkshire Mayoral Combined Authority
* Tees Valley Combined Authority
* West of England Combined Authority
* West Midlands Combined Authority
* West Yorkshire Combined Authority
* York and North Yorkshire Combined Authority

**SECTION 1 – THE REQUIREMENT**

* 1. Context:

The UK Mayors Network have agreed a set of priorities for 2024, including:

* 1. Creating the conditions to strengthen regional growth and improve productivity, helping people develop their skills; strengthen health and wellbeing; addressing the climate and nature emergencies and delivering improved quality of life for people across our regions.
  2. Making the case for sustainable funding settlements to MCAs and local councils, enabling our institutions to deliver for our regions; and for the transformational funding required to improve public services and make them sustainable well into the future.
  3. Building the case for further devolution and the single funding settlement that will have a positive impact for our regions.

Ahead of an anticipated national election, there is also a growing national debate on the role of Mayors and devolution. However, this narrative is predominantly controlled by think tanks, lobbyists or other political commentators. To date, the UK Mayors network (as a collective) has not directly contributed towards this.

Over the past 18 months, there has been some progression in devolution policy. The agreement of level four of the devolution framework and trailblazer deals in West Midlands and Greater Manchester has seen further devolution rolled out in some policy and geographical areas. However, the devolution offer from different government departments is inconsistent and does not always go as far as the Network may wish to see.

There is also an increased focus on accountability and outcomes for devolved areas, with the introduction of Oflog (and subsequent development of metrics) and the introduction of the Scrutiny Protocol.

Against this context, the UK Mayor network wish to develop a report setting out the impact of devolution to date and potential areas for further devolution in future that will help strengthen the operation and impact of devolution across England. There is also potential for a launch event later in the year. We are looking for a partner to lead on the development of the report and to help design and manage the potential launch event in September this year.

* 1. **Project Summary**

A detailed description of the commission is provided below. For ease of reference, we have separated out the development of the impact report and the proposed launch event. We are open to partnership bids where organisations may wish to deliver one part of the commission. However, partnership bids must be able to evidence how they will work together to ensure consistency of approach and messaging between the development of the report and the launch.

The network is seeking to release a devolution impact report and is proposing to hold an event to launch the report in the Autumn this year. The intention of the report and event is to:

* Celebrate the impact that devolution has had to date
* Clearly articulate the network’s medium and long term ambitions for devolution
* Have clear asks of government for further devolution (and the positive impact this could have for the country). Both the report and the event will need to have clear and consistent messaging, with a view to influencing political parties, Ministers, shadow cabinets and key stakeholders such as think tanks and civil servants.
  1. **Detailed Description of Commission:**

A detailed commission for both the devolution impact report and proposed event are provided below.

**Devolution impact report:**

There is no set format for the devolution impact report but in discussion with Mayors and CEOs it has been agreed that that the final report should include the below broad themes. Providers are asked to suggest any additional themes that should be included as part of their tender response. Given that there is a growing amount of commentary on devolution, it is important the final report does not merely duplicate existing commentary but rather adds value to the debate and the unique perspective Mayors can bring. The point of difference between the network and our partners is that we can offer the ‘lived experience’ point of view of devolution and this should be highlighted and emphasised throughout the report.

**Broad themes for inclusion in the devolution report:**

**Introduction from Chair of Network**

**Devolution context:**

* Brief overview of the network – who we are, who we represent, purpose of the network
* Putting devolution within national context and context of this year – general election
* brief overview of development of MCAs, how they are continuing to expand, opportunity to continue to expand and develop
* ambition for the next phase of devolution

**Impact evidence**

* Drawing on impact evidence previously developed (and commissioning additional material, quantitative and qualitative) to articulate positive impact of devolution to date.
* Emphasis should be in key policy areas – infrastructure to enable growth (e.g transport, housing, skills), growing the economy (Investment Zones, innovation, jobs/skills), reform of public services (supporting more residents to contribute to and benefit from regional growth); community cohesion and improving lives (convening role, working with partners).
* Evidence should include quantitative data where possible, working with MCA evaluation teams or leads to highlight best practice and working with MCAs to gather anecdotal evidence to support the impact of devolution and presenting this back in a coherent and credible way.

**Ambition for future devolution**

* Cementing delivery of Level 4 of the devolution framework and trailblazer deals (highlighting any barriers and how we propose to tackle these)
* Priorities for next update to devolution framework. (This section could potentially be supplemented by short articles authored by individual Mayors setting out their specific priorities for their place or in a particular policy area.)
* Longer-term ambition for devolution (5 – 10 year horizon). This section can include medium-term ambition for greater fiscal devolution

**Creating the conditions for success**

* Overview of the practical steps required to better embed devolution into the national governance landscape (government relations, accountability systems, etc)

**Key work packages in developing the devolution report:**

The appointed partner will be expected to undertake the following roles:

* Data analysis – ability to evidence the quantitative impact of devolution to date both on a regional and national basis and across key policy areas including economic growth, transport and net zero using key national data sources or local evidence where necessary
* Information gathering and evidence building from MCAs – incl. possibly holding interviews or workshops with policy officers, CEOs and Mayors. This should build on the existing evidence work already compiled by the network and include:
  + seeking out evidence from each MCA and their respective evidence teams to support the impact of devolution
  + Gathering anecdotal evidence from interviews or surveys to supplement the quantitative impact from the data analysis or information from MCAs (either through interviews, surveys or meetings with MCAs)
  + Building case studies to evidence of impact
* Clearly and concisely present data and evidence gathered from across the network and across the key national data sets. Any data or evidence impact should be presented and analysed within the context of an emerging Oflog set of metrics and desire to show the impact of accountability of the MCAs and the GLA.
* Consensus building – working across key stakeholders in the network to gain consensus on key messages within the report.
* Drafting and report writing – ability to synthesise the findings from the data analysis, information gathering and consensus building into a concise and politically balanced way
* Meeting and diary co-ordination – supporting the secretariat to co-ordinate and host meetings, setting agendas for meetings, taking notes as necessary, preparing papers for meetings ahead of key meetings (particular CEO and Mayors meetings)
* Regular progress updates and communication with the Secretariat – holding regular meetings with the secretariate to update on progress and identify and resolve issues at an early stage.

**Expected outputs:**

The following list outlines the key outputs required from the project:

* Draft report for circulation and feedback
* Final report agreed by network. The final report should be designed to a high standard and be ready to publish online. It is envisaged that the UK Mayors will develop a website that the final report will be published on but it is also anticipated that the report will be published on network partners websites.
* Content for website – including introduction to the report and key points/narrative to highlight.

**Resources available to support the provider:**

* Support in co-ordinating input across the network from the UK Mayors Secretariat.
* Support from Urban Transport Group in evidencing impact of devolution to date and future transport policy devolution asks

**Project Management requirements for devolution impact report:**

The minimum requirements for Client and stakeholder meetings are as follows:

* Project inception meeting with the officer steering group
* Monthly Client/UKMayor update meetings (in person or by Teams with the Supplier’s project manager and key project team (where relevant)
* Workshop with Mayors (and prep-work with CEOs) to explore medium-term ambitions for devolution
* Fortnightly updates by telephone, Teams, or email
* Presentation of draft final report at CEO meeting and then to Mayors

**Detailed commission for the proposed Devolution event:**

The Network is minded to hold an in person event to launch the report in Autumn. Given that the there are Mayoral elections in May and an anticipated general election this year, the network is seeking expressions of interest for a provider to support the co-ordination of the event at this stage but will not be in a position to confirm that the event will be held until later in the summer. Under certain circumstances the Combined Authority may elect not to proceed with the event.

In recognition that the devolution event will need to reflect the themes and key messages of the devolution report, the Network would like to keep the format of the event fluid and work with the provider to develop this alongside the report and as the timings of the general election become clearer.

However, there are key parameters for the event that have been agreed by the network. Ideally, the event will:

* Have all of the Mayors attending in person
* Be held in a location outside of London (and relevant to devolution)
* Support hybrid participation where necessary
* Reach an audience of politicians, Ministers and industry specialists
* Be politically balanced

**Key work packages in developing the devolution report event:**

* Event management and co-ordination – ability to set an agenda, find a location, manage invites and co-ordinate all on the day requirements for the event
* Working with the network to agree a proposed list of speakers fot the event. Booking guest speakers of national importance and co-ordinating the pre-briefs, travel arrangements etc necessary for their successful attendance.
* PR – draft press releases and secure national and industry press coverage for the event (in collaboration with network colleagues)
* Meeting and diary co-ordination – supporting the secretariat to co-ordinate and host meetings, setting agendas for meetings, taking notes as necessary, preparing papers for meetings ahead of key meetings (particular CEO and Mayors meetings)
* Regular progress updates and communication with the Secretariat – holding regular meetings with the secretariate to update on progress and identify and resolve issues at an early stage.

**Expected outputs:**

The following list outlines the key outputs required from the project:

* Draft agenda agreed by network
* Pre-briefing of Mayors and CEOs ahead of network event
* Key messages document for media.
  1. **Additional information and specifications**

1.4.1 Project Management Requirements

The Client’s proposed project management structure and core team is:

For both the development of the report and the event, steering groups will be created to ease the decisions making processes and facilitate input across the network. These will consist of:

Officer Steering Group

* Helen Iles – Senior Policy Manager – UK Mayors Secretariat
* Monta Drozdova – Urban Transport Group
* Alice Padbury – Policy Manager – West Yorkshire

Senior Officer Steering Group

* Rachel Pykett – Head of UK Mayors Secretariat
* Ben Still – CEO of West Yorkshire Combined Authority and Chair of CEO Group of UK Mayors Secretariat

The officer steering group will oversee the day to day operation of the contract, with the Senior Officer Group receiving regular progress updates and being used to resolve any potential disputes.

Further work relevant to the devolution impact report and proposed event

* Network Terms of Reference
* Network priorities and narrative
* Evidence impact work
* Manifesto for the North

**SECTION 2 – INSTRUCTIONS TO QUOTE.**

2.1 **E-Quote System**

The Authority uses Atamis as its e-procurement system. Assistance in relation to the e-procurement system is available to suppliers via the Supplier Help Icon within the system. Supplier Guidance documents are also available to view and download.

2.2 **Preparation of Quote**

Suppliers must obtain for themselves all information necessary for the preparation of their Quote response and all costs, expenses, and liabilities incurred by the supplier in connection with the preparation and submission of the Quote shall be borne by the supplier, whether or not their offer is successful.

Information supplied to the supplier by Authority staff or contained in Authority publications is supplied only for general guidance in the preparation of the Quote. It shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise.

Suppliers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Authority for any loss or damage of whatever kind and howsoever caused arising from the use by suppliers of such information.

2.3 **Price Schedule/s**

The Authority requires suppliers to complete and upload Price Schedule(s) where requested to do so within the e-procurement system.

All prices shall be in Pounds Sterling.

2.4 **Other Documents or Supporting Evidence**

If instructed to do so within the e-procurement system, the supplier must complete and upload other documentation that may be provided with this Invitation to Quote, or upload evidence to support their submission.

Documentation: Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages*. If you are uploading multiple documents, it is recommended that you zip them using WinZipor WinRAR.

Quotes must not be qualified or conditional. Only Quotes submitted without qualification will be accepted for consideration. If a Quote is excluded from consideration, the supplier will be notified.

2.5 **Submission deadline**

Suppliers are required to submit their Quote within the e-procurement system by 29th **March 2024** and should allow sufficient time to complete questions and upload documentation where requested to do so. Quotes received after the closing date will not be considered and will result in the Authority rejecting the Quote as a Fail/Non-compliant Quote. Emailed or hard copy Tenders will not be accepted.

If the Authority issues an amendment to the original Quote and if it regards that amendment as significant, an extension of the closing date may, at the discretion of the Authority, be given to all Organisations.

The Authority expressly reserves the right to require a supplier to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Quote. However, the Authority is not obliged to make such requests.

Suppliers shall accept and acknowledge that by issuing this ITQ the Authority shall not be bound to accept any Quote and reserves the right not to conclude a Contract for some or all of the services for which Quotes are invited.

2.6 **Quote Validity**

The Quote should remain open for acceptance for a period of 60 days. A Quote valid for a shorter period may be rejected.

2.7 **Communication**

All contact and communication during this procurement should be submitted in writing through the e-procurement system including any clarification questions in sufficient time before the closing date, to enable to the Authority to respond to all suppliers. It is not acceptable for suppliers to seek clarifications via telephone or e-mail outside of the e-procurement system.

2.8 **Confidentiality**

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an ‘In Confidence’ basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Quote shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

2.9 **Disclaimer**

Neither the Authority, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

* make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITQ; or
* accepts any responsibility for the information contained in the ITQ or for their fairness, accuracy or completeness of that information nor shall any of then be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any resulting Contract shall be governed by English law.

2.10 **Freedom of Information Act**

Suppliers should note that the Authority is subject to the ‘Freedom of Information Act 2000’. Suppliers are requested to state which part, if any, of the information supplied with their Quote is confidential or commercially sensitive or should not be disclosed in response to a request for information and why. Suppliers’ statements will be considered however the Authority is unable to give any guarantee that the information in question will not be disclosed.

2.11 **Transparency**

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Authority will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at [Local Government Transparency code 2015](file:///S:/Corporate%20Procurement%20Team/Procurement/Transparency%20Code%202014/Local%20Government%20Transparency%20code%202015.pdf).

The Authority is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Authority’s website and the government’s transparency website (Data.gov.uk) and Contracts Finder.

2.12 **Procurement Timetable**

The work is expected to be completed within a 4-6 month period with indicative timescales provided below. These will be subject to change if a General Election is called and the network needs to enter a pre-election period.

If a general election is called, we will work with the chosen provider to amend the timescales and narrative of the report. Even if a general election is called, it is not envisaged that the report launch and supporting event will be held any earlier than w/c 9th Sept, rather it would be more likely that the timescales are pushed back. 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 time.

|  |  |
| --- | --- |
| **Description** | **Indicative Date** |
| ITQ Issued | 15th March 2024 |
| Deadline for questions and clarifications | 22nd March 2024 |
| Response to clarifications | 25th March 2024 |
| Deadline for submission of Quotes | 29th March 2024 |
| Evaluation of the tender responses by panel | 8th April 2024 |
| Tender award issued | 15th April 2024 |
| Contract start date | 15th April 2024 |
| Inception meeting | w/c 22nd April 2024 |
| Development of report | April – July |
| Draft final report submitted to secretariat | 25 July 2024 |
| Presentation CEOs to discuss draft report | 8th August 2024 |
| Final report | 22nd August 2024 |
| Event | w/c 9th Sept 2024 |

**Table 5:** Study Timetable

2.13 **Required documents**

Within this process suppliers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-procurement system.

|  |  |
| --- | --- |
| **DOCUMENT TITLE** | **COMPLETE AND UPLOAD** |
| Section 1 – The Requirement including Specification | û |
| Section 2 – Instructions to Suppliers | û |
| Section 3 – Questionnaire | ü |
| Section 4 – Pricing Schedule | ü |
| Section 5 – Evaluation and Award | û |
| Appendix 1 – Non-Collusion Certificate | ü |
| Appendix 2 - Terms and Conditions of Contract | û |

**Table 6:** Required documents

Please Note: The completion and electronic return of all the documents ticked above is mandatory

**SECTION 3 - QUESTIONNAIRE**

The purpose of the Questionnaire is to enable the Authority to assess supplier suitability for providing goods and services.

**Notes for completion**

i. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If it does not apply to you, please state clearly ‘N/A’.

ii Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.

iii. Please return a completed version of this document with your Quote submission using the e-procurement system.

**Verification of Information Provided**

iv. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. The Authority will request evidence from the winning Contractor only after the final Quote evaluation decision.

**Sub-contracting arrangements**

v. The Supplier should advise in a separate appendix the names of sub-contractors, the percentage of work being delivered by each sub-contractor, and the key contract deliverables each sub-contractor will be responsible for.

**Confidentiality**

vi. The Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

vii. The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the Public Contract Regulations.

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| --- | --- | --- | --- | --- |
| **Supplier details** | **Answer** | | | |
| Full name and address of the Supplier |  | | | |
| Registered company/charity number |  | | | |
| Registered VAT number |  | | | |
| Name of parent company |  | | | |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company | ▢ Yes | | |
| ii) a limited company | ▢ Yes | | |
| iii) a limited liability partnership | ▢ Yes | | |
| iv) other partnership | ▢ Yes | | |
| v) sole trader | ▢ Yes | | |
| vi) other (please specify) | ▢ Yes | | |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | ▢ Yes | | |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-2) | ▢ Yes | | |
| iii) Sheltered workshop | ▢ Yes | | |
| iv) Public service mutual | ▢ Yes | | |
| **Bidding model** | | | |  |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** | | | |  |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | | | ▢ Yes |  |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the services | | | ▢ Yes |  |

|  |  |
| --- | --- |
| **Contact details** | |
| Supplier contact details for enquiries | |
| Name |  |
| Postal address |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |
| --- |
| **Technical and Professional Ability** |
| Please submit a proposal detailing how you will meet the specification and deliver the expected outcomes, answering the following questions: | | |
| | **No.** | **Question** | **Evaluation Criteria** | **Weighting** | | --- | --- | --- | --- | | **1** | **Methodology:** Please detail your proposed methodology to developing the report and event, including:   * Identifying and prioritising potential data sources or evidence bases to show the impact of devolution * How data and evidence would be collated across the network * Approach to building consensus on key messages amongst the network * Suggested agenda for the proposed agenda   **Response Limit: 4 sides of A4** | Provision of a detailed, robust, and credible methodology  Methodology demonstrates a clear understanding of the aims, objectives, and scope of work  Provision of robust, credible information demonstrating recent and relevant experience delivering at least 3 similar projects over the last 3 years to timescale, budget, and Client requirements  Proposed approach demonstrates an understanding of the network’s specific local circumstances and background | 15%  5%  15%  10% | | **2** | **Relevant expertise and experience**  Named staff members should have direct experience of working on Energy Mapping & Masterplanning  Demonstrable expertise in developing the case for heat networks  Experience of combined heat/cooling schemes  Experience in how to develop residential schemes  **Response Limit: CVs 3 sides of A4.** | Details of named staff who will be allocated to deliver the scope of works, including name, position, full CVs (not summaries), specific project roles, key assigned tasks, hours, cost rates, costs and specific relevant experience. The number of hours and charge-out rates shall be provided for each staff member working on the project.  **(NB: the allocated hours/costs per individual staff member may vary during the delivery of the project, but the overall cost submitted and the assessment of individual staff allocations is at the Supplier’s risk if subsequently deemed by the Supplier to be insufficient to meet this specification. For the avoidance of doubt the Suppliers fee will not exceed the tendered amount under any circumstance except where the Client instructs a variation to this scope of works).**  Credible contingency proposals to ensure deliverability of the proposed programme to timescale and budget in the event of loss or absence of staff | 15%  5% | | **3** | **Project Plan:** Please provide an indicative timeline/project plan for completing the work by the indicated deadline, including:   * milestones * staff allocation including days allocated across team members and associated costings. * information on your intended approach to engaging required parties * An indication of presentation of the final Plan   **Response Limit: 2 sides of A4. Project plan / programme – 1 side of A3.** | Provision of clear, robust, and credible proposals for the project management and quality assurance approach to be adopted, including a response to dealing with Client’s issues and concerns  Provision of a credible and acceptable project programme and associated Gantt chart  Provision of allocated costs for key work packages | 5%  5% | | | |

**SECTION 4 – PRICING SCHEDULE**

**Pricing**

Suppliers must complete the price schedule below.

All charges/prices must be in pounds sterling and should be exclusive of VAT but include all costs. All pricing information will form the basis of any resulting Contract.

The maximum available budget is £70,000.00 for production of the report and event as detailed this invitation to tender document.

Bidders should provide a break down of costs for activities by consultant by rate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Activity | Consultant Grade / Name | Days per activity | Day rate / Charge | Price |
| Production of Devolution Impact Report |  |  |  |  |
| Production and management of Devolution event |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |
| Total Price |  |  |  |  |

**SECTION 5 – EVALUATION AND AWARD**

5.1 **Evaluation**

Quotes will be evaluated to find the most suitable supplier who can meet the Specification and provide competitiveness of price. The award will be based on the evaluation criteria as outlined in the table below.

Upon acceptance of the Quote, the Contract shall be formed and become binding on both parties. Suppliers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Suppliers should note that the Authority reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by suppliers in developing their quote.

Suppliers should also note that, should they be successful the Authority reserves the right to terminate the Contract, if at any time it is discovered that the Supplier made any material misrepresentation and/or have not notified to the Authority about any material changes in relation to the information provided in the Quote.

|  |  |  |
| --- | --- | --- |
| **AWARD CRITERIA & WEIGHTINGS** | | |
| **Price** | **20%** | **Total Price on the pricing schedule.** |
| **Quality** | **80%** | **Question 1** (Methodology)  **– 45%**  **Question 2** (Relevant expertise and experience) **– 25%**  **Question 3** (project plan)  **– 10%** |

**All the individual questions are mandatory therefore Bidders are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.**

**Pass / Fail:** Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender not proceeding to full evaluation.

**Quality Scoring**

Where responses to questions are to be scored, the following scores are applied by Evaluators to a Bidder’s submitted responses.

The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence.

0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Authority does not have any confidence in the Bidder’s experience, capacity and ability to meet its requirements.

1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Authority has a low level of confidence in the Bidder’s experience, capacity and capability to meet its requirements.

2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Authority has limited confidence in the Bidder’s experience, capacity and capability to meet its requirements.

3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Authority is satisfied with the Bidder’s experience, capacity and capability to meet its requirements.

4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Authority with a good standard of confidence in the Bidder’s experience, capacity and capability to meet its requirements.

5 – The standard of the response is very high, and the relevance of the response and the supporting evidence is very comprehensive and provides the Authority with a very high level of confidence in the Bidder’s experience, capacity and capability to meet the Authority’s requirements.

**Applying weightings to scores**

The weighting for the overall tender between quality and price is listed in the table above. The quality and price criteria are given sub-weightings (also listed above).

The total score will depend on the number of questions for that criterion. So, if there are 20 questions for Contract Management, for example, then the maximum marks will be 100 (20 x 5) because each question is scored out of 5.

The weighted score is the total score represented as a percentage of the sub-weighting. So if the sub-weighting for Contract Management was 20%, then scoring 100 would achieve the full 20%, 50 would achieve 10% out of 20% etc.

All sub-criteria weighted scores are added together to achieve a total weighted score out of the main quality weighting.

See the attached blank score sheet for further details.

**Price Evaluations:** The scoring is carried out within an Excel spread sheet outside of the e-tender system.

All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.

Example with price weighting 40%, the calculation is:

(40\* lowest price)/bid price

The lowest price bid would receive the full 40 points.

The price weighting applicable to this tender is in the table above.

5.2 **Recommendation**

An evaluation will be produced by the panel and recommendation made to award to the winning Contractor.

5.3 **Contract Award**

The approval of the award will be made by the appropriate Authority representative.

**SECTION 6 - APPENDICES**

**Appendices**

1. Non-Collusion Certificate
2. Terms and Conditions of Contract

**APPENDIX 1**

**NON-COLLUSION CERTIFICATE**

I, the undersigned, in submitting the accompanying Quote to

(Name of Client)………………………………………………

………………………………………………………………………………………………

in relation to (details of Quote and reference)……………………………............

……………………………………………………………………………………………….

certify on behalf of (name of supplier)………………………………………………

that, with the exception of any information attached hereto (see \* below):

1) this Quote is made in good faith, and is intended to be genuinely competitive;

2) the amount of this Quote has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;

3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this Quote;

4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word ‘competitor’ includes any undertaking who has been requested to submit a Quote or who is qualified to submit a Quote in response to this request for Quote, and the words ‘any agreement or arrangement’ include any such transaction, whether or not legally binding, formal or informal, written or oral.

\* Information is/is not attached hereto (delete as appropriate)

SIGNED:....................................................

FOR AND ON BEHALF OF:........................................

DATE:.........................................

**APPENDIX 2 – Terms and Conditions.**

**CONTRACT FOR THE PROVISION OF SERVICE(S) TO**

**WEST OF ENGLAND COMBINED AUTHORITY**

**TITLE OF SERVICE: Support for completing Energy Mapping & Masterplanning for South Gloucestershire Council Energy from Mines**

**PARTIES:** **(1) West of England Combined Authority**

**3 Rivergate**

**Temple Quay**

**Bristol**

**BS1 6ER**

**(2) To be decided.**

1. DEFINITIONS

In these conditions defined terms have capital initials.

1.1 “Business Day” means any day other than a Saturday, Sunday or a public or bank holiday in England and Wales.

1.2 “Authority” means the Authority issuing and named on the Purchase Order.

1.3 “Authority Representative” means the person issuing the Purchase Order on behalf of the Authority or subsequently advised in writing by the Authority.

1.4 “Clause” means the clause referred to under these Conditions of Contract for the Supply of Goods and/or Services.

1.5 “Defect” means a part of the Goods and/or services that are not in accordance with the Purchase Order.

1.6 “Delivery” is when the Supplier has done all of the work the Purchase Order requires it to do.

1.7 “Delivery Date” is the date stated in the Purchase Order for Delivery or, where the Purchase Order requires Delivery within a stated period, the date when the period has elapsed following the date of the Purchase Order.

1.8 “Delivery Address” means the place or places stated in the Purchase Order for provision of the Goods and/or Services.

1.9 “Force Majeure” means any unforeseeable circumstance preventing either Party from performing any or all of its obligations under this Purchase Order which arises from or is attributable to acts or events beyond the control of the Party so prevented including, without limitation, acts of war, civil war, strikes, lockouts (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the employees of the Party so prevented or by any default on the part of the Party’s suppliers or subcontractors) riot, civil commotion, compliance with any Applicable Law or governmental order, rule, regulation or direction that was not in force at the time the Purchase Order was placed, nuclear and radioactive explosion and contamination from any nuclear utility or nuclear weapon and the effects of which a Party could not have avoided and could not have been overcome by the use of reasonable diligence.

1.10 “Goods and/or Services” means the Goods and/or Services including works described in the Purchase Order and ‘Goods’ or ‘Services’ shall be construed accordingly.

1.11 “Guarantee Period” means a period of eighteen months following Delivery or, in respect of work to remedy a Defect, eighteen months following the remedy or as stated in the Purchase Order or in any Authority agreement under which the Purchase Order is issued.

1.12 ”Intellectual Property Rights” means rights in any patent, copyright, registered or unregistered design, trade mark and any application for any of the foregoing, any rights in respect of confidential information and any other intellectual property right.

1.13 “Order Value” means the price of the Goods and/or Services as stated in the Purchase Order.

1.14 “Party” or “Parties” means the Authority and/or the Supplier.

1.15 “Provide the Goods and/or Services” or “Providing the Goods and/or Services” means to do the work necessary to discharge the Supplier’s obligations under the Purchase Order.

1.16 ”Purchase Order” means a contract made between the Authority and the Supplier for the provision of Goods and/or Services stated in the ‘Purchase Order’ and includes the Purchase Order Conditions, the Specification and any documents to which they refer.

1.17 “Purchase Order Conditions” are these Conditions of Contract for the Supply of Goods and/or Services.

1.18 “Specification” means the drawings, patterns, specification, samples (if any) and the description of the Goods and/or Services contained or referred to in the Purchase Order.

1.19 “Supplier” means the person, firm, Authority or other organisation with whom the Purchase Order is made, including its subcontractors, suppliers or persons engaged to provide the Goods and/or Services.

1.20 The headings in these Purchase Order Conditions shall not affect the interpretation thereof.

1.21 Words in the singular also mean the plural and vice versa.

1. SUPPLIER’S OBLIGATIONS
   1. The Supplier shall:-
      1. Provide the Goods and/or Services in accordance with the requirements, dates and periods shown in the Purchase Order;
      2. achieve Delivery of Goods and/or Services by the Delivery Date;
      3. ensure that the quantity and description of the Goods and/or Services will be as set out in the Purchase Order;
      4. comply with the Authority’s written instructions and reasonable directions relating to the Goods and/or Services or otherwise to the Purchase Order;
      5. mark any consignment of Goods with the Supplier’s name and address, the Purchase Order number and the Delivery Address shown in the Purchase Order and include a packing note with a description of the Goods and the weight, number or volume of the Goods;
      6. be deemed to have made all necessary enquiries and ascertained the technical, logistic and operational requirements for Providing the Goods and/or Services at the Delivery Address prior to Delivery;
      7. warrant that it has full clear and unencumbered title to all Goods provided under the Purchase Order;
      8. unless otherwise stated in the Purchase Order, submit any design it undertakes to the Authority for acceptance, which will not be unreasonably delayed by the Authority, prior to proceeding further with Providing the Goods and/or Services.
   2. The Supplier acknowledges that precise conformity of the Goods and/or Services with the Purchase Order is of the essence of the contract and the Authority will be entitled to reject the Goods and/or Services or terminate the Purchase Order if the Goods and/or Services are not in conformance with the Purchase Order.
2. HEALTH AND SAFETY
   1. Where the Purchase Order requires the Supplier to provide Services at the Delivery Address, the Supplier shall:-
      1. ensure that a competent supervisor is in attendance for the duration of the Services;
      2. ensure that a safe system of work (including risk assessments and method statements) has been submitted to the Authority Representative for agreement prior to the commencement of the Services;
      3. ensure that all operatives under its control are competent and have received a site specific induction which include the Authority’s site rules and procedures;
      4. ensure suitable and sufficient welfare and first aid arrangements are in place prior to commencement of the Services;
      5. provide the Authority Representative with emergency arrangements and contacts prior to commencement of the Services;
      6. report all incidents to the Authority Representative in accordance with the relevant Authority procedure, a copy of which will be provided on request;
      7. inform the Authority Representative of any changes in method of working or changes in design which must be agreed with a revised safe system of work recorded and communicated accordingly.
3. CONFIDENTIALITY
   1. The Supplier shall keep confidential and shall not disclose or reproduce any information or data (including without limitation personal data) processed, collected, obtained, created or developed by the Supplier for the Authority or otherwise made available to the Supplier by the Authority in connection with the Purchase Order or which otherwise becomes known to the Supplier through the Supplier’s performance of the Purchase Order. The Supplier shall not mention the Authority’s name in connection with the Purchase Order or disclose the existence of the Purchase Order in any publicity material or other similar communication without prior written consent of the Authority’s Communications Department.
   2. The Supplier is only permitted to use confidential information and data described in Clause 4.1 internally for the purpose of providing the Goods and/or Services and shall disclose it only to its employees, consultants or professional advisors who have a need to know the same for this purpose. The Supplier shall procure that any person receiving confidential information shall observe the provisions of this Clause 4.0 (Confidentiality).
   3. The Supplier shall ensure it complies with the Data Protection Act 1998 and shall use appropriate technical and organisational measures to protect confidential information and data against unauthorised or unlawful processing and against accidental loss, destruction, damage, theft, use and/or disclosure. The Supplier shall indemnify the Authority against all liabilities, claims, damages, costs, expenses or proceedings whatsoever incurred by the Authority as a result of the Supplier breaching any provision of this Clause 4.
4. FREEDOM OF INFORMATION

5.1 The Contractor acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

6. PROTECTION OF PUBLIC FUNDS

6.1 The Contractor acknowledges that the Authority is under a duty to protect the public funds it administers and that it may use information provided by the Contractor for the purpose of prevention and detection of fraud. The Authority may be obliged to share this information with bodies responsible for auditing or administering public funds, for example, the National Fraud Initiative.

1. QUALITY AND MARKING
   1. The Goods and/or Services shall be of satisfactory quality and fit for the purpose for which they are required and shall meet the quality, description and performance stated or referred to in the Purchase Order and shall be equal in all respects to submitted and accepted designs, samples and patterns.
   2. The Goods and/or Services shall comply with all applicable standards, regulations and other legal requirements and with the Specification.
   3. The Supplier shall maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of the Authority, its customs, relevant EU Standards and statutory and regulatory bodies;
   4. Goods shall be suitably and sufficiently marked and labelled with information and advice necessary to instruct and warn of any hazards to health and/or safety.
   5. Services will be carried out with all reasonable skill, care and diligence, utilising appropriate equipment and materials and following good industry practice.
2. INTERPRETATION OF SPECIFICATIONS
   1. Any discrepancies or difference between the Parties as to the intent or meaning of anything within the Purchase Order shall be subject to the decision of the Authority which shall be binding on both Parties.
   2. The Supplier shall provide all labour, designs, patterns, implements, carriage and all minor details whether or not described in the Specification or shown on the drawings, but which may be necessary in order to provide the Goods and/or Services.
3. INTELLECTUAL PROPERTY
   1. The Supplier grants to the Authority a non-exclusive, royalty-free, perpetual, irrevocable, world-wide licence (with the right to sub-license) to use, copy, modify, adapt and otherwise exploit the materials produced for the purposes of delivery of this contract in order to use the Goods and/or Services or undertake other work at the Delivery Address.
   2. The Supplier shall indemnify the Authority against all actions, claims, damages, liabilities, losses, costs, expenses or proceedings arising from any infringement or alleged infringement of any Intellectual Property Right, by the use or possession of any part of the Goods and/or Services.
4. COMMUNICATION AND NOTICES
   1. Each instruction, submission, notification, reply and other communication which the Purchase Order requires is communicated in English and in a form which can be read, copied and recorded.
   2. Notices from the Supplier in relation to Clause 20.0 (Termination and Cancellation) and Clause 21.0 (Force Majeure) shall be sent by recorded delivery post, addressed to the Authority, at the Authority’s registered address and a copy sent immediately to the Authority Representative by either email or fax and followed up with a signed copy by first class post. Notices relating to other matters shall be sent to the Authority Representative by first class post or email. Unless stated otherwise, notices from the Authority to the Supplier shall be sent by first class post to the other Party’s last known place of abode or principal place of business or registered office or by email. Notices posted by either Party shall be deemed to have been received three Business Days after the date of posting.
5. VARIATIONS
   1. The Authority Representative may instruct written variations to the Purchase Order changing the Goods and/or Services, the Delivery Date and the Delivery Address giving reasonable notice to the Supplier where possible. The Supplier shall comply with such instructions.
   2. The Order Value shall be amended by the value of variations. Variations shall be valued by the Authority with reference to the Order Value and any prices within it or, if no suitable prices exist, at reasonable market rates or the Authority may invite the Supplier to provide a quotation for the cost of the variation.
   3. Should the Authority prevent the Supplier from meeting the Delivery Date, by virtue of a variation or for any other cause, the Authority shall make a suitable adjustment to the Delivery Date and notify the Supplier accordingly.
   4. No variation to the Purchase Order shall have effect unless it has been agreed and confirmed in writing by the Authority Representative.
6. PAYMENT
   1. Unless otherwise stated in the Purchase Order, the Supplier shall send to the Authority, following Delivery, a detailed priced invoice for the Order Value, stating the Purchase Order number and item numbers.
   2. The Authority shall pay the Order Value to the Supplier in the manner stated in the Purchase Order or if no manner is stated, following Delivery and against the Supplier’s correctly submitted invoice. Unless otherwise stated in the Purchase Order, payment will be made within 30 days from the date of an undisputed invoice.
   3. Payment by the Authority to the Supplier will be made by Bank Automated Cleaning System (BACS) transfer
   4. Unless otherwise stated in the Purchase Order, the Order Value and any prices forming part of it are exclusive of Value Added Tax.
7. RECOVERY OF SUMS DUE AND SET OFF
   1. The Authority may set off any sum of money or obligation due to the Supplier under this Purchase Order or any other order against any sum of money or obligation owed by the Supplier to the Authority under this Purchase Order or any other order or other agreement between the Parties.
   2. Where no sum of money or obligation is due to the Supplier under this Purchase Order or any other order the Authority may invoice the Supplier for any sum of money or obligation owed by the Supplier to the Authority under this Purchase Order or any other order or other agreement between the Parties.
8. INSPECTION AND TESTING
   1. The Supplier shall carefully inspect and test the Goods and/or Services for compliance with the Specification. The Supplier shall, if requested by the Authority, give the Authority reasonable notice of such tests and allow the Authority to witness the tests. If requested, the Supplier shall supply the Authority with certificates of inspections and tests.
   2. The Authority may inspect and test the Goods and/or Services during manufacture, processing, transit, storage or installation and the Supplier shall provide facilities as may reasonably be required by the Authority.
   3. Where site tests are required by the Specification they shall be carried out after installation and at least seven day’s notice in writing shall be given to the Authority Representative inviting a delegate of the Authority to witness the tests. Where any site test is failed, any necessary adjustments shall be carried out by the Supplier and the tests shall be repeated in the presence of the Authority delegate at a time agreed with the Authority.
   4. The Authority may use other suppliers to carry out the necessary adjustments and/or modifications if the site tests are not repeated and passed in a reasonable time. The Authority may recover the additional cost of using such other suppliers from the Supplier.
   5. Upon request by the Authority, the Supplier shall, at the Supplier’s sole expense, grant the Authority and/or any of the Authority’s nominated sub-contractors free and unrestricted access to the Supplier's premises and records as the Authority may reasonably require without limitation for the purposes of inspection of storage, plant, equipment, transport, data, accounts and other records and assets relating to the Goods and/or Services for the purposes of verifying the Supplier's compliance or ability to comply with its obligations under the Purchase Order.  Such records shall be maintained for a minimum of 6 (six) years following the performance of the obligation under the terms of the Purchase Order.
9. DELAY AND DAMAGES
   1. The Authority may recover from the Supplier all additional cost, loss and expense reasonably incurred by the Authority which is properly attributable to the Supplier’s failure to meet the Delivery Date (save where Clause 15.3 applies) or its breach of the Purchase Order or arises from termination of the Purchase Order pursuant to Clause 20.3 including, without limitation, all additional costs incurred by the Authority in obtaining the Goods and/or Services (or any part of them) in substitution from an alternative supplier.
   2. Failure by the Supplier to provide the Goods and/or Services within the required time will constitute a breach of contract under Clause 20.1.1 of the Purchase Order Conditions.
   3. Where liquidated damages for delay are stated in the Purchase Order to be applicable and an amount payable in respect of liquidated damages is included, in the event that the Supplier fails to meet the Delivery Date, the Supplier shall pay to the Authority the liquidated damages at the rate stated in the Purchase Order for the period from the Delivery Date until Delivery.
10. SUPPLIER’S RESPONSIBILITY FOR THE GOODS AND/OR SERVICES
    1. Until Delivery, risk in the Goods and/or Services shall rest with the Supplier.
    2. Unless otherwise agreed in writing all tools, patterns, drawings, designs and other documents or equipment supplied by, or on behalf of, the Authority shall be and remain the property of the Authority and the Supplier shall be responsible for their safe custody and return upon request of the Authority or immediately upon termination. They shall not be disposed of by the Supplier to any third party or used except for the purpose of Providing the Goods and/or Services.
    3. Property in the Goods shall pass to the Authority when they are delivered to the Delivery Address and the Goods are found by the Authority to be in accordance with the Purchase Order.
    4. In the Provision of Goods and/or Services the Parties do not intend on creating any relationship of employer and employee or otherwise between the Supplier personnel and the Authority. The Supplier shall at all times remain responsible for effecting all statutory deductions, insurances and accruals in respect of the Suppliers’ personnel.
11. DEFECTS
    1. Defects arising prior to the end of the Guarantee Period shall be remedied by the Supplier at the Supplier’s cost in accordance with the Authority’s reasonable instructions, or if not instructed, as soon as reasonably practicable and in any event within one month of notification of Defect. The Authority may elect whether the remedy is achieved by repair, replacement or rework.
    2. Other than at the Authority’s discretion, defective Goods will only be returned to the Supplier once replacement Goods have been provided. Goods returned shall be sent carriage forward to the Supplier at the risk and cost of the Supplier. Repair or replacement Goods shall themselves be subject to the provisions of the Guarantee Period.
    3. If the Supplier fails to remedy a Defect in accordance with this Clause 16, the Authority may, having given written notice to the Supplier, assess the cost of having the Defect remedied by another supplier and recover the reasonable costs incurred from the Supplier.
    4. The Parties may agree that a Defect will not be remedied in return for a reduction in the Order Value. A variation shall be made confirming the agreement and the reduction to the Order Value.
12. ASSIGNMENT
    1. The Authority may assign or transfer the Purchase Order or any part of it at will.
    2. The Supplier may not sub-contract, assign or transfer the Purchase Order or any part of it without the consent in writing of the Authority. Such consent shall not relieve the Supplier from any liability or obligation under the Purchase Order. The Supplier acknowledges and agrees that the Authority may reasonably withhold its consent to such a proposal if it, acting in good faith, considers that the Suppliers proposal to sub-contract, assign or transfer its obligations under this Purchase Order is to such number of sub-contractors, or to such a degree or in such a manner as might jeopardise the efficient or effective performance of the Suppliers obligations or delivery of the Goods and/or Services.
13. INDEMNITY AND INSURANCE
    1. Unless otherwise stated in the Purchase Order, the Supplier shall effect and maintain insurance for:
       1. Public liability insurance in respect of loss of or damage to property, including property owned by the Authority, (other than the Goods and/or Services) and for bodily injury to or death of a person (other than an employee of the Supplier) arising from or in connection with the provision of the Goods and/or Services. The minimum limit of indemnity shall be £5,000,000 for any one occurrence and unlimited as to the number of occurrences and the insurance shall be maintained until the end of the Guarantee Period.
       2. Employer’s liability insurance in respect of death of or bodily injury to employees of the Supplier arising out of and in the course of their employment in connection with the Purchase Order. The minimum level of indemnity shall be £5,000,000 and the insurance shall be provided until the end of the Guarantee Period.
       3. Professional indemnity insurance covering the liability of the Supplier in respect of the design and specification of the Goods and/or Services where liability on the part of the Supplier for design and specification of the Goods and/or Services applies under the Purchase Order. The minimum level of indemnity shall be £5,000,000 each and every claim and shall be provided until 6 years after Delivery.
    2. The Supplier shall ensure that the interests of the Authority are indemnified under the insurances to be effected and maintained by the Supplier under Clause 19.1 in the following manner:
       1. Under the provisions of an indemnity to principals clause in respect of public liability and employer’s liability insurance
       2. As an additional insured in respect of property damage insurance
    3. The insurances shall be affected with well- established insurance companies or underwriters of repute (i.e. with a Standard and Poor’s rating of A- or above). When required by the Authority, the Supplier shall supply to the Authority documentary evidence that the Insurances required under Clause 18 have been taken out and are being maintained.
    4. The Supplier shall be liable for and shall indemnify the Authority against any expense, liability, loss, claim, damages, costs or proceedings arising under any statute or at common law in respect of personal injury to or the death of any person arising out of or caused by the Provision of the Goods and/or Service, except to the extent that the same is due to any negligence or default on the part of the Authority or of any person for whom the Authority is responsible (including other contractors and their servants or agents employed by the Authority).
    5. The Supplier shall be liable for, and shall indemnify the Authority against, any expense, liability, loss, claim, damages, costs or proceedings in respect of any injury or damage to any property real or personal (including injury or damage to property of the Authority) insofar as such injury or damage arises out of or is caused by the carrying out of the Provision of Goods and/or Services by the Supplier and to the extent that the same is due to any act, omission, negligence, breach of statutory duty or default of the Supplier, its servants or agents or any of the Supplier’s sub-contractors or their servants or agents.
    6. Nothing in any Authority agreement or Purchase Order excludes or limits the liability of a Party for death or personal injury caused by its own negligence, for fraudulent misrepresentation by it, for fraud or for any matter for which it would be illegal for that Party to exclude or to attempt to exclude its liability.
    7. The Supplier shall indemnify, and keep indemnified, the Authority against any expense, liability, loss, claim, costs or proceedings the Authority may suffer or incur as a result of any claims made against it in respect of TUPE, National Insurance contributions, income tax and other statutory charges arising out of any Supplier personnel being found or considered to be an employee of the Authority.
    8. Save in respect of the provisions of Clause 19.6, the Authority’s liability to the Supplier under or in connection with the Purchase Order, or any Authority agreement with the Supplier under which the Purchase Order is made, howsoever arising including, without limitation, negligence, breach of contract or breach of statutory duty shall be limited to the Order Value.
14. TERMINATION AND CANCELLATION
    1. The Authority may terminate the Purchase Order immediately in whole or in part, by giving written notice to the Supplier if the Supplier has failed, or in the opinion of the Authority is likely to fail to:-
       1. provide all or part of the Goods and/or Services or remedy a Defect (in whole or in part) upon being required to do so in writing by the Authority; and/or
       2. achieve Delivery by the Delivery Date; and/or
       3. comply with an instruction of the Authority relating to the Goods and/or Services or otherwise relating to the Purchase Order

19.2 Either Party shall be entitled to terminate this Purchase Order immediately by giving written notice to the other if:-

19.2.1 an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the other Party;

19.2.2 the other Party makes any composition or voluntary arrangement with its creditors or enters into administration or a moratorium comes into force in respect of the other party (within the meaning of the Insolvency Act 1986);

19.2.3 the other Party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and so that the Authority resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on the other party under this Purchase Order);

19.2.4 an insolvency practitioner has been appointed by the other Party; or

19.2.5 the other Party ceases or threatens to cease to carry on business.

19.3 If the Authority terminates the Purchase Order or cancels any part of it, under Sub-Clauses 20.1 and 20.2 above, the Authority may recover from the Supplier the forecast additional cost to the Authority of procuring the Goods and/or Services from an alternative supplier.

19.4 The Authority may terminate the Purchase Order immediately by written notice or cancel any part of it for any other reason in which case, subject to Clause 21.7, the Authority shall pay the Supplier his reasonable and substantiated costs incurred up to the date of termination or cancellation in order to provide the Goods and/or Services in whole or part as the case may be.

19.5 The conditions of contract that expressly or by implication have effect after termination of the Purchase Order including, without limitation, Clause 4 (Confidentiality), Clause 10 (Communication and Notices), Clause 13 (Recovery of Sums Due and Set Off), Clause 17 (Defects), Clause 18 (Assignment), Clause 19 (Indemnity and Insurance) and Clause 23 (Waiver) will continue to be enforceable notwithstanding termination.

1. FORCE MAJEURE
   1. Subject to Clause 21.4, neither Party shall be liable for any failure to perform, or delay in performing, an obligation (other than indemnity obligations) if and to the extent that the failure or delay is caused by Force Majeure.
   2. Where the Supplier is unable to perform it obligations by reason of Force Majeure the Supplier shall immediately notify the Authority Representative in writing of its wish to claim relief under Clause 21.1 and provide an estimate of its duration, details of the obligations which are affected by Force Majeure and the way in which and the extent to which the Party considers that the performance of its obligations is likely to be affected.
   3. Where the Supplier is unable to provide the Goods and/or Services by reason of Force Majeure the Authority shall assess the information provided under Clause 21.2 and either alter the Delivery Date accordingly, or cancel any part of or terminate the Purchase Order.
   4. For the period of the Force Majeure each Party shall:

19.4.1 take all reasonable steps available to minimise the effects of the Force Majeure on the performance of its obligations and to resume full performance of the Purchase Order without reasonably avoidable delay;

19.4.2 permit, and use all reasonable efforts to facilitate, any efforts that the other Party may make to obtain alternative supplies or services;

19.4.3 update the information provided in the notice under Clause 21.2 at least once a week throughout the period during which the performance of its obligations is affected.

* 1. For the avoidance of doubt, if the Supplier is relieved from performing any obligation affected by Force Majeure it shall not be entitled to payment for the performance of that obligation in respect of the period for which relief is obtained.
  2. If the Party claiming relief under Clause 21.1 is prevented by the Force Majeure from wholly or substantially performing its obligations under the Purchase Order for a period of more than 1 month either Party may terminate the Purchase Order by written notice to the other Party.
  3. Clause 20.4 does not apply if the Authority terminates or cancels any part of the Purchase Order under Clause 21.3, Clause 21.6 or Clause 4 (Severance).

1. BONA FIDES OF WORKPEOPLE
   1. The Supplier shall, if required, provide accreditations and permits for the labour and staff it uses, with a form of authority acceptable to the Authority for each person whom it requires to have access to the Authority’s property and shall keep a record of all forms provided. Forms and passes shall be surrendered as soon as access is no longer required.
   2. The Authority shall be entitled, at its discretion, to request that an individual under the control of the Supplier be removed from its property and, in the event of any such request the Supplier shall forthwith remove such individual and arrange for their replacement, if required, to provide the Goods and/or Services.
   3. The Supplier shall at all times ensure its business and supply chains meet their obligations under the Modern Slavery Act 2015, and shall demonstrate the steps it takes to monitor compliance at the request of the Authority.
2. WAIVER
   1. No failure or delay by a Party to exercise any right or remedy provided under this Purchase Order or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
3. RIGHTS OF THIRD PARTIES
   1. Neither the Authority nor Supplier confers or purports to confer on any Third Party any benefit or right to enforce any term of the Purchase Order under the Contracts (Rights of Third Parties) Act 1999.
4. SEVERANCE
   1. If a provision of the Purchase Order is held to be illegal, invalid or unenforceable, in whole or in part the provision will be severed from this Purchase Order and rendered ineffective and the Parties intend that the legality, validity and enforceability of the remainder of the Purchase Order shall not be affected.
   2. In the case of any discrepancy or ambiguity or conflict between any of the documents forming the Purchase Order, the order of precedence shall follow:
      * the Purchase Order
      * the Purchase Order Conditions
      * the Specification

**25.** **ANTI-CORRUPTION**

25.1 The Authority may terminate the Purchase Order forthwith by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss resulting from such termination if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Purchase Order or any other contract with the Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Purchase Order or any other contract with the Authority or if the like acts shall have been done by any person employed by the Supplier or acting on its behalf (whether with or without the knowledge of the Supplier) or if in relation to any contract with the Authority the Supplier or any person employed by the Supplier or acting on its behalf shall have committed any offence under the Bribery Act 2010.

25.2 Any clause in the Purchase Order limiting the Supplier's liability does not apply to this Clause 25 (Anti-Corruption).

**26.** **ENTIRE AGREEMENT**

26.1 The Purchase Order, and any Authority agreement with the Supplier under which the Purchase Order is made, is the entire agreement between the Parties and supersedes all prior proposals, promises, agreements, arrangements, representation, misrepresentation, understandings and misunderstandings between the Parties and relating to its subject matter (whether oral or in writing). For the avoidance of doubt these Purchase Order Conditions shall prevail over the Supplier’s terms and conditions which, whether or not notified to the Authority on any invoice, other document or otherwise, shall not form part of the Purchase Order. The terms of the Purchase Order may only be varied in accordance with Clause 11 (Variations).

26.2 Each Party acknowledges that in entering into the Purchase Order it does not rely on any representation, warranty, collateral contract or other assurance of any person (whether a Party to the Purchase Order or not) that is not set out in the Purchase Order or the documents referred to in it. Subject to Clause 28.2, each Party waives all rights and remedies which, but for this Clause 26, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance. The only remedy available to any Party in respect of any representation, warranty, collateral contract or other assurance that is set out in this Purchase Order (or any document referred to in it) is for breach of contract under the terms of the Purchase Order. Nothing in the Purchase Order shall, however, limit or exclude any liability for fraud.

**27.** **DISPUTE RESOLUTION**

27.1 Any dispute arising out of or in respect of the Purchase Order may be referred in writing by either Party to a dispute resolution committee comprising the Authority Representative and the Supplier Representative. Failing resolution of the dispute by the dispute resolution committee within a period of 10 (ten) Business Days of the reference to them the dispute may immediately be referred in writing by either Party for determination to the Authority’s procurement team and Supplier sales manager who shall seek to reach agreement of the dispute within 1 (one) calendar month.

**28.** **LAW AND JURISDICTION**

28.1 Each party irrevocably submits to the exclusive jurisdiction of the English and Welsh Courts in relation to all matters arising out of or in connection with the Purchase Order which shall be governed by the laws of England and Wales.

28.2 For the avoidance of doubt, nothing in the Purchase Order shall relieve the Supplier and its sub-contractors and agents of their statutory or common law responsibilities or obligations in relation to the Goods and/or Services (or any part of it).

Signed on behalf of the supplier:

Name:

Job title:

Signature:

Date:

Signed on behalf of the West of England Combined Authority

Name:

Job title:

Signature:

Date:

1. [↑](#footnote-ref-2)