**The University of London Senate House Library**

Tender for Service Development & Change Management Consultancy Services

For Delivery of the Senate House Library Modernisation Project

**Invitation to Tender**

1.0 Introduction

2.0 Instructions to Tenderers

3.0 Tender Evaluation Guidance

4.0 Supplier Prequalification Form

5.0 Specification & Response Document for Consultancy Services to Deliver the Senate House Library Modernisation Project

6.0 Contract Pricing Schedule

7.0 University of London Standard Terms & Conditions of Contract

8.0 Tender Confirmation

University of London

Senate House Library

Senate House

Malet Street

London WC1E 7HU

Phone: +44 (0)20 7862 8500

Mail: [procurement@london.ac.uk](mailto:procurement@london.ac.uk)

Disclaimer: this document is proprietary to the University of London and the Information contained herein is confidential. Without the University of London’s prior written permission, this document, either in whole or part, must not be reproduced in any form or by any means or disclosed to others or used for the purposes other than its evaluation by the Supplier. It may not be disclosed to any third party outside of the agreed Confidentiality Agreement with regard to ‘Permitted Recipients’

1.0 Introduction

1.1 The Senate House Library Modernisation Programme

1.1.1 Senate House Library is embarking on a modernisation programme over the next three years. The first phase is to introduce a new service model by 30 September 2018. This will require a realignment of the current space on the fourth floor of the building, with impact on floors five through seven, and the potential to redevelop the entire seventh floor as a separate phase.

1.1.2 The purpose of this tender is to recruit an individual consultant architect or architectural consultancy who can help the library draw up a client brief for a programme of redevelopment work on floors four through seven where the new service model will primarily be delivered, and create an early stage design for the potential use of the seventh floor.

1.1.3 Please note that we have advertised separate tenders for Space Realignment Consultancy Services and Service Development & Change Management Consultancy Services. However, we would be interested in receiving applications from organisations that can provide both services.

1.2 Context & Background

1.2.1 Senate House Library has developed four strategic ambitions:

1. To re-establish Senate House Library as a nationally recognised library for arts and humanities scholars
2. To facilitate greater engagement with our collections
3. To provide world class research facilities and a premier researcher experience
4. To create an internal culture of excellence and support staff development

1.2.2 This tender addresses the third of these ambitions and will primarily be delivered via a library modernisation programme (LMP) comprising several phases. The first phase will be to introduce a new service model that provides a qualitative uplift in the user experience. Contingent on successful delivery of the first phase, the second phase will be to redevelop library space on the seventh floor to provide additional study space in line with user requirements.

1.2.3 The new service model will introduce automated self-service technology which frees staff from routine transactional tasks so that they can participate in enhanced student-focused user support. This will enable the introduction of ‘roving support’ across all floors and spaces where library staff proactively engage in front-line interaction with library users, rather than the current model where they are restricted to a service desk on the fourth floor. This change in service model will be achieved by the introduction of Radio Frequency Identification (RFID) tagging and self-service transactions, as well as a reconfiguration of fourth floor space to support the new service model and any modifications to floors five through seven.

1.2.4 The successful Contractor will be required to draw up an innovative and exciting client brief for the redevelopment of the fourth floor, taking account of the new service model requirements. The client brief will include plans for:

1. Location of the new RFID self-service equipment (with the potential for installing self-service enquiry points beyond the fourth floor)
2. The best position for a welcome / membership first point of contact desk (including an assessment of locating a service outside the library
3. An appraisal of the current alignment of reading rooms (with particular focus on special collections and the periodicals reading room)
4. Staff accommodation
5. Potential future uses of seventh floor

1.2.5 Senate House Library has established an internal service development group, which has started to review current processes and service delivery, and identify our existing customer requirements. A series of milestones has been established, and is attached to this document with the terms of reference for the service development group for information.

The University anticipates the successful Contractor would play an active role within the group, attending monthly meetings and coordinating the workflows with the overall LMP Project Manager. In addition, we would like to the contactor to establish a series of focus groups with staff, internal stakeholders and users to ascertain what requirements on space will be; workshops with staff to begin the process of co-designing the new spaces; and providing support around the process of implementing the agreed designs. The Contractor will also be required to conduct a piece of work benchmarking best practice in external organisations both within the academic library sector, and drawing upon other examples of interior design and potential use of space outside the sector.

1.2.6 We would also like to the Contractor to return to the library after the launch of the service in November 2018 to review how the newly designed space is functioning, if necessary providing support in snagging or facilitating further improvements.

1.2.7 Since the development of a client brief for realigning space on the fourth floor, and any work on floors five through seven, will necessarily be influenced by the development of a new service model, we would require the successful Contractor to work closely with another Contractor with responsibility for overseeing the service development and change management process, who will be appointed at the same time. We would therefore welcome submissions of interest from Contractors who can supply both services as part of a package.

1.3 Contract Overview

The University of London is advertising two tenders for the delivery of this part of the modernisation programme. One Contract will be awarded for the provision of Space Realignment Consultancy Services and another for Service Development & Change Management Consultancy Services. However, if a Supplier is able to deliver both Contracts, they can submit bids for both tenders. The University will score all tenders returned by the due date following and will award the Contract or Contracts to the bidders providing the highest scores for quality and price. Following are the Contract details for this tender:

|  |  |
| --- | --- |
| **Contract Element** | **Details** |
| **Contract Term:** | 12 months |
| **Contract Dates:** | 11 December 2017 to 11 December 2018 |
| **Contract Extension:** | Not Available |
| **Contract Type:** | Consultancy |
| **Contract Options:** | 1. Service Development & Change Management Consultancy Services |
|  | 1. Space Realignment Consultancy Services |
|  | 1. Service Development & Space Realignment Combined |
| **Contract Values\*:** | 1. Service Development & Change Management: £40,000 |
|  | 1. Space Realignment Consultancy Services: £20,000 |
|  | 1. Service Development & Space Realignment Combined: £60,000 |
|  | \* These values are estimated aggregate figures but the University is keen to make savings on these values |
| **Contract Owner:** | Nick Barratt, Acting Librarian |
| **Project Manager:** | Chris Foreman, Associate Director of Operations and Services |
| **Procurement Manager:** | Stephen Regalado, Procurement Manager |

1.4 Key Deliverables

The Library Modernisation Project Consultancy Service is expected to deliver the following key elements:

1.4.1 **Service Development & Change Management Consultancy Services**

Delivery of a new operating plan for the LMP with SLAs, KPIs and a resource rota

1.4.2 **Space Realignment Consultancy Services**

Development of an effective client brief for the Library’s space management requirements

1.5.1 One Stage Procurement Process

The tender for this Contract is run in 1 single stage which comprises of a set of documents that Suppliers are required to complete and return at the same time. The first document is for Supplier prequalification to establish Supplier capability to carry out the Contract. The second document is the tender document where Suppliers propose to the University how they will provide the service and at what price.

1.5.2 Supplier Prequalification

All Suppliers must complete the Supplier Prequalification Form in section 4.0. The Form asks Suppliers to provide business information that establishes their experience, knowledge, resources and overall capability regarding the provision of the Consultancy Services. All Forms returned will be evaluated; those that meet the required capability criteria will then have their relevant tender documents evaluated and scored. Where a Supplier has not passed the Prequalification Form stage their submitted tender will not be evaluated.

1.5.3 Tender Documents

1. All Suppliers must submit responses for the following tender documents:

* Successful completion of section 4.0 of this ITT, the Supplier Prequalification Form
* Completion of Section 5.0, the Specification & Response Document
* Completion of section 6.0, the Contract Pricing Schedule
* Signing of the Tender Confirmation form

1. All the Supplier Prequalification Forms in the returned tenders will be reviewed on a pass or fail basis. Suppliers who pass this stage will then have their tenders evaluated and scored.
2. Supplier tender responses will be evaluated and scored and the 3 highest scoring tenders will be shortlisted to attend a presentation and clarification meeting with the University. Presentations will be scored and these scores added to the overall tender score.
3. The highest scoring tender will be awarded the Contract.

1.6 Key Dates in the Procurement Exercise

See the procurement schedule below for key dates in this exercise:

|  |  |  |
| --- | --- | --- |
| **#** | **Project Activity** | **Date(s)** |
| **1** | Tender documents advertised | 30 October 2017 |
| **2** | Supplier Engagement Day & Senate House Library site visit | 9 November 2017 |
| **3** | Deadline for the submission of tender queries | 14 November 2017 |
| **4** | **Tender return date** | **17 November 2017** |
| **5** | Tender evaluation | 20-23 November 2017 |
| **6** | Top 3 scoring Suppliers shortlisted and notified. Shortlisted Suppliers sent presentation guidance | 24 November 2017 |
| **7** | Supplier Presentations | 1 December 2017 |
| **8** | Final evaluation of tenders & presentations | 4-7 December 2017 |
| **9** | Winning Supplier notified | 8 December 2017 |
| **10** | Contracts signed. Contract start date | 11 December 2017 |
| **11** | Tender debriefing for unsuccessful Suppliers | 12-15 December 2017 |
| **12** | Service go live | 30 September 2018 |
| **13** | Contract terminates | 11 December 2018 |

1.7 Confidentiality

1.7.1 The University of London will at all times treat the contents of the tender and any related documents as confidential, save in so far as they become part of the public domain upon submission. The University will not use any of the tender information for any purpose other than for the purposes of the procurement exercise.

1.7.2 The University of London may disclose detailed information relating to Suppliers to its officers, employees, agents or advisers and the University of London may make any of the tender documents available for private inspection by its officers, employees, agents or advisers.

1.7.3 The University of London also reserves the right to disseminate information that is materially relevant to the procurement to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect each Supplier's commercial confidentiality in relation to its response. This is unless there is a requirement for disclosure under the Freedom of Information Act, as explained in 1.8 below.

1.7.4 Suppliers may disclose, distribute or pass any of the tender information to their advisers, sub-Contractors or to another person provided that:

1. This is done for the sole purpose of enabling a response to be submitted and the person receiving the information undertakes in writing to keep the information confidential on the same terms as if that person were the Supplier
2. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Contract arising from it

1.8 Freedom of Information

1.8.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’), the University of London may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Supplier to the University of London.

1.8.2 In respect of any information submitted by a Supplier that it considers to be commercially sensitive the Supplier should:

1. Clearly identify such information as commercially sensitive
2. Explain the potential implications of disclosure of such information
3. Provide an estimate of the period of time during which the Supplier believes that such information will remain commercially sensitive

1.8.3 Where a Supplier identifies information as commercially sensitive, the University of London will endeavour to maintain confidentiality. Suppliers should note, however, that, even where information is identified as commercially sensitive, the University of London may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. In particular, the University of London is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the University of London cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.

1.8.4 Where a Supplier receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the University of London and the Supplier should not attempt to answer the request without first consulting with the University of London.

2.0 Instructions to Tenderers

**2.1 Instructions for Completing the Tender Response Documents**

Suppliers should read these instructions carefully before completing the documents in this tender pack. Failure to complete all sections of the documents may result in the rejection of the tender.

**2.2 General Instructions**

2.2.1 The Contract to be awarded is for Consultancy Services for the University of London.

2.2.2 The Contract term is for 12 months, from 11 December 2017 to 11 December 2018.

2.2.3 Where a Supplier has been successful in the tendering exercise and are awarded a Contract, all submitted tender documents will become the Contract documents for the Consultancy Services Contract. All tender documents submitted by unsuccessful tenderers will remain the property of the University for 12 months after the award date of the relevant Contract. This is for audit purposes only and after 12 months is passed they will be destroyed.

2.2.4 Suppliers must ensure that they are familiar with the content of and the extent and nature of the obligations as outlined in the tender documents and shall in any event be deemed to have done so before submitting a tender.

2.2.5 Suppliers are solely responsible for any costs and expenses incurred in connection with the preparation and submission of their tender response.

2.2.6 The University of London reserves the right not to award a Contract as a result of this procurement process.

2.2.7 Where a Contract is awarded for the Consultancy Services, the Contract will be made between the Supplier and the UNIVERSITY OF LONDON, an exempt charity and a statutory corporation (RC 000661). Headquarters are at Senate House, Malet Street, London WC1E 7HU, United Kingdom (the "University").

2.2.8 The University is currently not an organisation within the definition of a “Contracting authority” under Regulation 2(1) of the Public Contracts Regulations 2015 and is not obliged to adhere to the EU Public Procurement Directives.

2.2.9 The University does not believe any employees are eligible for transfer under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), or “TUPE”.

2.2.10 The University of London reserves the right to amend, add to or withdraw all or any part of this tender at any time during the procurement exercise. Notification of such an event will be provided to all Suppliers.

**2.3 Tender Preparation**

2.3.1 Suppliers shall nominate a lead staff member to submit the tender documents and serve as the single point of contact. Where the responding business is a partnership or consortia, responses should include contributions from all partners, consolidated into 1 tender response.

2.3.2 All submitted tender responses must be in the English language. All financial values within any of the submitted documentation must be provided in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. All prices submitted must be exclusive of VAT.

2.3.3 If any submitted information is unclear Suppliers may be asked to clarify their responses or provide additional information.

2.3.4 All Suppliers must complete and submit the following tender documents:

1. 4.0 Supplier Prequalification Form
2. 5.0 Specification & Response Document
3. 6.0 Contract Pricing Schedule
4. Signed Tender Confirmation form

2.3.5 Suppliers must enter their tender responses directly into the Word documents provided. Responses must not include links to policy documents (unless otherwise requested in the tender instruction) or hyperlinks to websites; these will not be reviewed or evaluated.

2.3.6 Tender prices will be scored as 30% of the total tender score and as such more competitively priced bids will be scored higher. Quality elements submitted in the response document will be scored as 70% of the total tender score. Supplier presentations (see below) will be scored and these scores will be added to the overall tender score. The highest scoring tender will be awarded the Contract. See the tender evaluation section of this guidance for more information.

2.3.7 In the tender response document there is no limit on the amount of text Suppliers can submit for these questions. All responses must be included in the Word document.

2.3.8 In the Contract Pricing Schedule, all prices submitted must be entered exclusive of VAT.

2.3.9 The Tender Confirmation Form in this pack must be completed and signed. If this is not signed the tender will not be evaluated and will be withdrawn from competition.

**2.4 Tender Return**

2.4.1 For audit purposes all queries regarding the tender must be submitted to [procurement@london.ac.uk](mailto:procurement@london.ac.uk). Queries sent in through e mail to individual University staff members or by telephone will not receive a response.

2.4.2 **Tender queries will be taken up to 12:00pm on 14 November 2017.**

2.4.3 Supplier tender responses must be submitted to[procurement@london.ac.uk](mailto:procurement@london.ac.uk) before **12:00pm on 17 November 2017. No late tenders will be considered for this procurement exercise.**

2.4.4 Bidding Suppliers are requested to keep their respective tender offers open and valid for acceptance by the University for 6 months after the return date of **17 November 2017**.

**2.5 Supplier Presentations**

2.5.1 Suppliers will be required to prepare and deliver a short presentation as part of their tender submission. Supplier presentation guidance will be created by the Senate House Library and Procurement teams and provided to Suppliers by **24 November 2017**.

2.5.2 The presentations are scheduled for **1 December 2017**. This is the only date available for the presentations and Suppliers must plan on being available on this date.

2.5.3 The presentation will be scored as the rest of the tender response, based upon a 0-5 scoring system. Due to the importance of the presentation in the tender submission, the weighting is set at the higher level of 8.

**2.6 Supplier Engagement Day & Senate House Library Site Visit**

2.6.1 Suppliers who are interested in bidding for either or both of the advertised tenders are invited to attend a Supplier engagement day to learn more about the Contract and the tender:

Tender for Consultancy Services for Space Realignment & Service Development & Change Management

For Delivery of the Senate House Library Modernisation Project

**Supplier Engagement Day**

**9 November 2017**

**9:00am – 12:00pm**

University of London

Seng Tee Lee Room

First Floor Senate House

Malet Street

London

WC1E 7HU

2.6.2 Suppliers can meet the Library and Procurement teams who can provide more information about the services required and the tender process to award the Contract. They will also take a tour of the Senate House Library to gain a better understanding of the space involved in the delivery of the Services. This is the only date and time this engagement day will be held so Suppliers are strongly advised to attend if they are considering submitting a bid.

2.6.3 Suppliers who would like to attend must confirm this by e mailing [procurement@london.ac.uk](mailto:procurement@london.ac.uk) before **7 November 2017.**

**2.7 The Tender Confirmation Form**

2.7.1 The Tender Confirmation Form must be read and signed by the Supplier and returned as part of the tender response. The Form includes a declaration that tenderers have read, understood and accept the University of London’s Terms and Conditions of Contract.

2.7.2 Tenders that are submitted without a signed Tender Confirmation Form will be removed from further competition.

**2.8 Rejection of Tenders**

2.8.1 Tender submitted by Suppliers will not be accepted in respect of the following conditions:

1. If, in connection with its tender or the award of the Contract, the Supplier commits an offence under the Public Bodies Corrupt Practices Act 1887, Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010
2. Tender responses received after 12:00pm on 10 November 2017 will not be accepted
3. If the Supplier fails to sign the Tender Confirmation Form
4. If the Supplier has directly or indirectly canvassed any employee or official of the University of London concerning the acceptance of any tender or who has obtained or attempted to obtain information from any such employee or official concerning any other tender submitted by any other tenderer
5. If the Supplier makes or attempts to make any variation or alteration to the Terms and Conditions of Contract except where the variation or alteration is expressly permitted therein by the University
6. If the Supplier fails to use the English language

**2.9 Tender Debriefing**

2.9.1 Following the conclusion of the tendering process unsuccessful Suppliers will be offered debriefing to learn where their tender responses could have been better.

2.9.2 Unsuccessful Suppliers should notify the University of London in writing if they wish debriefing information; requests must be made within 15 days of the announcement of the tender shortlist. The University of London will aim to debrief unsuccessful Suppliers within 15 days of receiving the request.

**3.0 Tender Evaluation Guidance**

**3.1 Introduction**

This section of guidance explains how tenders will be scored. The University of London Library and Procurement teams will evaluate and score all returned tenders and the highest scoring tender submitted by the 3 shortlisted Suppliers will be awarded the Contract. Suppliers are strongly advised to read this section thoroughly so they will understand the evaluation methodology employed. This section also includes a worked example of how a tender could be scored in this procurement exercise. Note the following key points:

3.1.1 The first element of evaluation will be the review of all Supplier Prequalification Forms. The business information, credit ratings and experience-based case studies will be reviewed and assessed based upon a “pass or fail” methodology. The 3 most experienced or qualified bids will be selected and those tenders will then be evaluated further. Unsuccessful Suppliers at this stage will be notified by the University.

3.1.2 All tenders will be evaluated on both price and quality, to award the Contract to the Most Economically Advantageous Tender submitted. The evaluation criteria is based upon a 70% / 30% matrix; 30% will be scored towards price and 70% towards quality.

3.1.3 Tender responses provided in the Response Document will be scored based upon a weighted and scored methodology. Criteria will be scored as Weight X Score = Final Score. All scores in this section will be added together to reach a total quality score for the tender.

3.1.4 Suppliers must complete the attached Contract Pricing Schedule to submit their Contract prices for the Consultancy Services. The prices submitted must be exclusive of VAT and will be fixed for the Contract term. Pricing will be scored using the formula in the worked example following.

3.1.5 The estimated aggregate value of each Consultancy Services Contract is below. Suppliers should use this information in pricing their bids and remember that whilst these are estimated values the University is keen to improve on these and make savings wherever possible:

1. Service Development & Change Management £40,000
2. Space Realignment Consultancy Services £20,000
3. Service Development & Space Realignment Combined £60,000

3.1.6 Pricing scores and quality scores will be added together to create a final score. The tender with the highest score will be awarded the Contract. See the worked example below to see how the scoring methodology works in practice.

**3.2 Tender Scoring Methodology**

3.2.1 Tender responses will be scored on a numerically weighted and scored system. All numerically scored sections will have criteria weighted in importance using a 1-5 matrix; 1 being of low importance and 5 being highest in importance for most criteria. However, due to the importance of the Supplier presentation element of the evaluation the weighting is set at 8:

|  |  |
| --- | --- |
| **1** | Low Importance |
| **2** | Not Very Important |
| **3** | Important |
| **4** | Very Important |
| **5** | Extremely Important |
| **8** | Supplier Presentation – Extremely Important |

3.2.2 Tender scoring will be based on a 0-5 scoring scale; 0 is the lowest possible score and 5 is the highest. Each criterion will be scored based upon the descriptions in the table below. Criteria will be scored as Weight X Score = Final Score. All scores will be added together to create a final score:

3.2.3 The table below shows the scoring matrix used for evaluating tenders, based on a 0-5 scoring system:

|  |  |  |
| --- | --- | --- |
| **Score** | **Description** | **Definition** |
| **0** | Failure | Failed to provide a response to the question. |
| **1** | Unacceptable | An unacceptable response. There is poor evidence of the skill and experience sought; a high risk that relevant skills will not be available. |
| **2** | Less Than Acceptable | The response lacks convincing evidence of the skill and experience sought and a lack of real understanding of the requirement or evidence of ability to deliver. A medium risk that relevant skills or requirement will not be available. |
| **3** | Acceptable | 3 is an acceptable response and information presented by the Supplier provides evidence that they have the required level of skill and experience sought. |
| **4** | Above Acceptable | The response demonstrates real understanding of the requirement and evidence of ability to meet it. Good experience of the specific provision required or relevant experience of comparable service or supply provision is shown. |
| **5** | Excellent | The response provides real confidence based on experience of the service or supply provision required. The response indicates that the Supplier will add real value to the organisation with excellent skills and a deep understanding of the service or supply requested. |

**3.3 Tender Evaluation Worked Example**

3.3.1 This section provides Suppliers with a worked example of how a tender could be scored in this tendering exercise. For the purposes of this example the subjects are the following 3 Consultancy Services providers:

1. ABC Consultancy Services
2. SpacePlace Planning & Design
3. Smith & Smythe Architects

3.3.2 The above 3 Suppliers were shortlisted for the Space Realignment Consultancy Services Contract and were invited to submit a tender. All completed their responses and returned them before the tender due date.

**3.4 Price Evaluation Example**

All shortlisted Suppliers completed the Contract Pricing Schedule, offering their best prices for the term of the Contract. The Contract price totals submitted by ABC Consultancy Services, SpacePlace Planning & Design and Smith & Smythe Architects are shown below. ABC have submitted the lowest price and are given 30 points. Points are allocated to the remaining tender prices as a percentage of the lowest price and then converted to a point score to reflect this 30% of the total score:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Supplier** | **Price £** | **Calculation** | **Convert to 30%** | **Points** |
| **ABC Consultancy Services** | **£18,500.00** | **N/A** | **N/A** | **30.00** |
| SpacePlace Planning & Design | £22,000.00 | 18500÷22000x100=84.09 | 30x84.09÷100 | 25.22 |
| Smith & Smythe Architects | £19,800.00 | 18500÷19800x100=93.43 | 30x93.43÷100 | 28.02 |

**3.5 Quality Evaluation Example**

The quality criteria in section are evaluated using the weighting indicated with each criterion. The quality elements for the Consultancy Services Contract and their weightings are listed in the table below, along with the highest possible score that each Supplier can attain in the evaluation; this number is the benchmark for all the quality evaluations.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule** | **Criteria** | **Weight** | **Score** | **Total Score** |
| 1.0 | Service Delivery Methodology | 5 | 5 | 25 |
| 2.0 | Implementation & Delivery Plan | 4 | 5 | 20 |
| 3.0 | Customer Engagement | 5 | 5 | 25 |
| 4.0 | Delivering a Sustainable Service | 3 | 5 | 15 |
| 5.0 | Internship & Work Experience Programmes | 2 | 5 | 10 |
| 6.0 | Equalities In Practice | 2 | 5 | 10 |
| 7.0 | The Supplier Presentation | 8 | 5 | 40 |
| **Highest Possible Score for Quality Responses** | | | | **145** |

As the scoring is based on a 0-5 methodology, 5 is entered against each criterion to show the highest possible score; the highest possible total score that any tenderer can get for quality is 145. ABC Consultancy Services’ tender is evaluated and scored with the following scores:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Schedule** | **Criteria** | **Weight** | **Score** | **Total Score** |
| 1.0 | Service Delivery Methodology | 5 | 4 | 20 |
| 2.0 | Implementation & Delivery Plan | 4 | 4 | 16 |
| 3.0 | Customer Engagement | 5 | 5 | 25 |
| 4.0 | Delivering a Sustainable Service | 3 | 3 | 9 |
| 5.0 | Internship & Work Experience Programmes | 2 | 2 | 4 |
| 6.0 | Equalities In Practice | 2 | 4 | 8 |
| 7.0 | The Supplier Presentation | 8 | 4 | 32 |
| **ABC Consultancy Services Quality Score** | | | | **114** |

ABC’s score for the quality aspects of the tender is 114. In order to convert that quality score into a numerical score based on 100%, the formula below is used for ABC and all tenders evaluated:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **114** | **÷** | **145** | **×** | **70** | **=** | **55.03** |
| ABC Consultancy Services Quality Score |  | Highest Possible Score for Quality |  | For the 70% Set For Quality |  | ABC Consultancy Services Final Quality Score |

SpacePlace Planning & Design and Smith & Smythe Architects receive quality scores of 60.25 and 49.35 respectively. Their scores are converted and shown in the summary table below, along with their scores for price:

|  |  |  |  |
| --- | --- | --- | --- |
| **Supplier** | **Final Price Score** | **Final Quality Score** | **Total Score** |
| ABC Consultancy Services | 30.00 | 55.03 | 85.03 |
| **SpacePlace Planning & Design** | **25.22** | **60.25** | **85.47** |
| Smith & Smythe Architects | 28.02 | 49.35 | 77.37 |

The total scores for both quality and price are added together and the company and the highest scoring tender wins the Contract. SpacePlace Planning & Design is duly awarded the Contract for Consultancy Services. Using this methodology, the Most Economically Advantageous Tender is selected using a transparent, weighted and scored process to evaluate the quality and price of all tenders. This process provides a firm basis for an objective and auditable evaluation of whether a tender meets the University’s essential requirements and the importance of qualitative differences between tenders.

4.0 Supplier Prequalification Form

Introduction

The purpose of this form is for Suppliers to provide the business information that will show they are a sustainable business with the experience required to deliver the Consultancy Services. This form also confirms the Supplier’s credit status, business references and required insurances. The case study section provides the Supplier with the opportunity to show that they have carried out similar work in the past. Upon completion of this form, Suppliers do not need to provide supporting documents such as accounts, certificates, statements or policies but these may be requested at a later stage. Every question on this form must be answered; incomplete forms will not be accepted.

|  |
| --- |
| 1. **Supplier Details** |

|  |  |  |
| --- | --- | --- |
| **a.** | Full name of your business or organisation - or of the business or organisation acting as lead contact where a consortium bid is being submitted |  |
| **b.** | Contact name (contact person for this tender): |  |
| **c.** | Address: |  |
| **d.** | Post code: |  |
| **e.** | Country: |  |
| **f.** | Phone: |  |
| **g.** | Mobile: |  |
| **h.** | Email: |  |
| **i.** | Registered office address (if different from above) |  |
| **j.** | Company or charity registration number |  |
| **k.** | VAT registration number |  |
| **l.** | Name of immediate parent company |  |
| **m.** | Name of ultimate parent company |  |
| **n.** | Please indicate your business structure: | |
|  | Self Employed Individual  Private Limited Company  Public Limited Company  Partnership | [Personal Services Company (PSC)](https://www.gov.uk/guidance/off-payroll-working-in-the-public-sector-personal-service-companies)  Social Enterprise or Voluntary Sector Business  Charity  Other |
| **o.** | If “Other” please provide details in the space below: | |
|  |  | |
| **p.** | Does [IR35 legislation](https://www.gov.uk/guidance/ir35-find-out-if-it-applies) apply to you or your company? | Yes  No |
|  | **The University will only accept bids from commercial businesses for this Contract. This Contract is not available as a secondment position at the University or for University interns or temporary staff members.** | |
| 1. **Financial Sustainability** | | | |

Supplier responses to this section will be used to undertake an assessment of your firm’s economic and financial standing.

1. **Credit Rating**

|  |  |  |
| --- | --- | --- |
| **i** | Does your firm have a good credit rating? All Suppliers will be credit checked using the Creditsafe system. A Supplier’s credit rating should be scored at a minimum of 60 out of 100 to be considered a financially sustainable business | Yes  No |
| **ii** | [Credit Safe](http://www2.creditsafeuk.com/) Report Score: |  |
| **iii** | If your credit rating is below 60 please provide a reason for this in the space below: | |
|  |  | |

1. **Insurance**

|  |  |  |
| --- | --- | --- |
|  | Public liability insurance is required and the minimum amount the Supplier must hold is £5 million. Please confirm that you have this in place: | Yes  No |
|  | Employer’s liability insurance is required and the minimum amount the Supplier must hold is £5 million. Please confirm that you have this in place: | Yes  No |
|  | Indemnity insurance is required and the minimum amount the Supplier must hold is £2 million. Please confirm that you have this in place: | Yes  No |
|  | If you do not have the above insurances in place, confirm here that you will obtain them if you are awarded the Contract: | Yes  No |

|  |
| --- |
| 1. **Professional References** |

Please provide details of 3 commercial Contracts that are relevant to the requirements in this tender. These will be used to undertake an assessment of the Supplier’s technical and professional ability to provide the services required in this tender.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | 1. **Referee 1** | 1. **Referee 2** | 1. **Referee 3** |
| **i** | Customer business or organisation (name): |  |  |  |
| **ii** | Customer contact name, phone number and email: |  |  |  |
| **iii** | Contract start date: |  |  |  |
| **iv** | Contract completion date: |  |  |  |
| **v** | Total Contract value: |  |  |  |
| **vi** | Brief description of the Contract (max 150 words) including evidence as to your capability in this market: |  |  |  |
| **vii** | If you cannot provide three references, please briefly explain why (100 words max) | | | |
|  | | | | |

|  |
| --- |
| 1. **Supplier Case Study** |

Suppliers must prepare a case study for this form that demonstrates their past or current knowledge, skill and experience in developing, implementing and delivering similar Consultancy Services. The case study must be written directly into this Word document using the heading below; case studies submitted as separate documents will not be reviewed. Please limit the text to no more than 3000 words.

|  |
| --- |
| 1. **Project Summary**   *(Include the name of Contract or project, the customer business name, phone number and email. Include the Contract start and completion dates and the final or estimated Contract value)*   1. **Planning and Development** 2. **Project Implementation** 3. **Support and Maintenance** 4. **Benefits Realised and Project Successes** 5. **What Could Have Gone Better** |

|  |
| --- |
|  |
| 1. **Declaration** |

I declare that to the best of my knowledge the answers submitted in this Supplier Prequalification Form are correct. I understand that the information will be used in the process to assess my firm’s suitability to be invited to tender for the University’s requirement and I am signing on behalf of my business. I understand that the University will review this form based on a “pass or fail” methodology and may reject it if all relevant questions are not answered fully and as required or if I provide false or misleading information.

Form Completed By

**Name:**

**Company Name:**

**Date:**

**Signature:**

5.0 Specification & Response Document for Consultancy Services to Deliver the Senate House Library Modernisation Project

5.1 The Requirement

5.1.1 The University is seeking an individual consultant architect or architect consultancy with the capability of developing a client brief for realigning space on the fourth floor, and drawing up options for repurposing space on the seventh floor, which are required for the first phase of the Senate House Library Modernisation Programme. In this tender Suppliers are required to provide responses on how they will deliver the service in respect of the project’s key performance indicators:

1. Proven track record of developing innovative and exciting client briefs within the library sector, with clear evidence of an understanding of the challenges of working with listed / heritage buildings
2. Good communication skills with both internal and external stakeholders in the higher education sector
3. A clear understanding of what various stakeholders require from library spaces
4. Experience of helping organisations to embed the elements required to successfully repurpose space

5.2 Tender Response Document

5.2.1 The section following is the quality specification of requirements for this Contract, with space for bidding Suppliers to provide their responses to this tender. All sections must be completed in full and typed directly onto the tables; no points will be given for blank spaces or where the tenderer has typed only "please see attached" with reference to a company document or where a separate document has been embedded in this form. The cells in the table will expand to accommodate the response and there is no word limit per section.

5.2.2 Adjacent to each criterion is its evaluation weighting, from 1-5. Each criterion will be scored on a scale of 0-5 and for both weighting and scoring: 0 or 1 is low and 5 is high. The final score will be the result of the multiplication of the weighting by score to produce a final score for each criterion. The total score for the tender will be this quality score plus the score for price and the highest scoring tender will be awarded the Contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1.0 Service Delivery Methodology | | | | |
| How would your firm deliver this service for the Library Modernisation Programme? In your response please provide details on each of the following points:   1. The name(s) and job title(s) of the person(s) who will be responsible for the project delivery and quality management of the services 2. The methodology that you will employ for quality assessment during the project delivery. Include details on time scales, monitoring procedures and resources you will use 3. How your permanent and temporary staff members and any sub Contracted providers will be involved in delivering the service 4. Describe the benchmarking you will carry out at the planning stages and throughout the project delivery 5. The generation of quality control and activity reports | | | | **Weighting: 5** |
| **Score:** |
| **Total:** |
|  | | | | |
| 2.0 Implementation & Delivery Plan | | | | |
| In the table below provide a high level implementation and delivery plan for the Consultancy Services. In your plan include all the actions that will be taken from the start of the Contract to the go live date and add as many rows to the table as required. Include the following elements as a minimum:   1. Risk analysis 2. Identification and achievement of milestones 3. Performance management 4. Stakeholder management and communications 5. Include actions your firm will take as well as those of partners or sub-contractors | | | | **Weighting: 4** |
| **Score:** |
| **Total:** |
|  | | | | |
| **#** | **Date** | **Activity or Action** | **Outcome or Deliverable** | |
| **1** | 11/12/17 | Contract start date |  | |
| **2** |  |  |  | |
| **3** |  |  |  | |
| **4** |  |  |  | |
| **5** |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  |  |  |  | |
|  | 11/12/18 | Contract end date |  | |
| 3.0 Customer Engagement | | | | |
| In the space below, provide details on how you will engage with the programme’s internal and external customers. In your response please provide details on each of the following points:   1. The methodology that you will employ for managing the project’s stakeholders 2. Delivery of monthly meetings with the Library's internal service development group 3. How your permanent and temporary staff members and any sub Contracted providers will be involved in customer service delivery 4. How you will set up focus groups for different stakeholders (staff, internal stakeholders, external users) 5. How you will develop workshops for Library staff that focus on potential use of space | | | | **Weighting: 5** |
| **Score:** |
| **Total:** |
|  | | | | |
| 4.0 Delivering a Sustainable Service | | | | |
| For the term of the Contract the Supplier will be responsible for managing the sustainability elements of the Services. In your response below provide details on how you will do this, including the following elements:   1. How you will deliver upon the key points of the [University’s Corporate Social Responsibility policy](http://www.london.ac.uk/5634.html?&no_cache=1&sword_list%5B%5D=responsibility) 2. The name(s) and job title(s) of the person(s) in your firm who will be responsible for sustainability during the Contract term 3. Details on how your firm will report on your sustainability achievements in delivering the Consultancy Services to the University | | | | **Weighting: 3** |
| **Score:** |
| **Total:** |
|  | | | | |
| 5.0 Internship & Work Experience Programmes | | | | |
| The University of London encourages all Suppliers to support an internship, apprenticeship or work experience programme that benefits University of London students. In your response below provide details on the following elements:   1. How you can use your firm’s existing programmes to deliver an internship or work experience programme for this Contract, for the benefit of the University of London 2. How you can set up a new internship or work experience programme for the duration of the Contract, for the benefit of the University of London | | | | **Weighting: 2** |
| **Score:** |
| **Total:** |
|  | | | | |
| 6.0 Equalities In Practice | | | | |
| Throughout the term of this Contract, Suppliers will be responsible for delivering the Services with full regard to the [UK Equalities Act 2010](http://www.legislation.gov.uk/ukpga/2010/15/contents). Suppliers must respond to all the requirements in the Specification and provide details on:   1. How you will deliver the key points of your equalities policy. Do not submit your policy as a response. Suppliers must provide details on how they will deliver upon their policy in respect of the Consultancy Services they will provide 2. The name(s) and job title(s) of the person(s) in your firm who will be responsible for equalities during the Contract term 3. Equalities training provided to the staff members who will be directly involved in delivering the Consultancy Services to the University | | | | **Weighting: 2** |
| **Score:** |
| **Total:** |
|  | | | | |
| 7.0 Supplier Presentation | | | | |
| 1. 3 shortlisted Suppliers will be selected to prepare and deliver a short presentation as part of their tender submission. Supplier presentation guidance will be coordinated by the Senate House Library and Procurement teams and provided to Suppliers at a time shortly before the presentation. 2. The presentations are scheduled for **1 December 2017**. This is the only date available for the presentations and Suppliers must plan on being available on this date. 3. The presentation will be scored as the rest of the tender response, based upon a 0-5 scoring system. Due to the importance of the presentation in the tender submission, the weighting is set at the higher level of 8. | | | | **Weighting: 8** |
| **Score:** |
| **Total:** |

**Shortlisted Suppliers are not required to submit a response for their tender presentation in this space. Suppliers will be sent presentation instructions about 1 week before their presentation date and scoring will be based on the presentation delivered on the day.**

6.0 Contract Pricing Schedule

6.1 The Contract Pricing Table

6.1.1 Suppliers must submit their Contract pricing proposal in relation to the Implementation & Delivery Plan submitted in section 5.0, 2.0 above.

6.1.2 Using the Implementation & Delivery Plan as a model, submit prices for all relevant activities and actions that will be undertaken, from the Contract award to termination. The activities and actions may be estimated and the final plan will be revised by the successful Supplier, working with the Library Team.

6.1.3 The final row of the table must be the Supplier’s total proposed price to deliver the Consultancy Services for the 12 month term. This is the price that will be evaluated in the scoring process and should not exceed the advertised Contract values:

1. Service Development & Change Management £40,000
2. Space Realignment Consultancy Services £20,000
3. Service Development & Space Realignment Combined £60,000

6.1.4 Enter pricing information into the table below and add as many additional rows to the table as required:

|  |  |  |  |
| --- | --- | --- | --- |
| **#** | **Date** | **Activity or Action** | **Price** |
| **1** | 11/12/17 | Contract start date |  |
| **2** |  |  |  |
| **3** |  |  |  |
| **4** |  |  |  |
| **5** |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | 11/12/18 | Contract end date |  |
|  | | | |
| **Contract Price:** | | | **£** |

6.2 Pricing Points to Remember

6.2.1 The University is keen to improve upon the value of the Contract and Suppliers are strongly advised to consider the best possible pricing they can offer for the Contract term.

6.2.2 Prices will remain static for the duration of the Contract and may not be increased. Submitted prices must be expressed in pounds Sterling and be exclusive of VAT.

6.2.3 In the “Activity or Action” column include the daily rate fee that will be used to compute the consultancy price.

6.2.4 Include information for anticipated expenses during the 12 month term. The price should be an “all in” price and no additional payments outside of the contract price will be paid for expenses during the Contract term.

6.2.5 The lower price a Supplier submits, the higher their tender score for pricing will be.

7.0 University of London Standard Terms & Conditions of Contract

These standard terms and conditions of Contract are incorporated as an inherent part of this Contract and must be accepted as the basis of this agreement to sell and purchase. They may not be varied, except as described below, and conditions published in any form by the person, firm or company to whom the purchase order is addressed shall neither annul nor alter them unless specifically agreed in writing by an authorised officer of the University of London.

1.0 INTERPRETATION

1.1 In these Conditions:

1. "Conditions" means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
2. "Contract" means the Contract for the sale and purchase of the Goods and the supply and acquisition of the Services on the Conditions;
3. "Delivery Address" means the address stated on the Order;
4. "Goods" means the goods (including any instalment of the goods or any part of them) described in the Order;
5. "Order" means the Buyer's purchase order to which these Conditions are annexed;
6. "Price" means the price of the Goods and/or the charge for the Services;
7. "Seller" means the person so described in the Order;
8. "Services" means the services described in the Order;
9. "Specification" includes any plans, drawings, data or other information relating to the Goods or Services; and
10. "Writing" includes telex, facsimile transmission, email and compatible means of communication.

1.2 Any reference in these Conditions to a statute or a provision of statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2.0 BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to the Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 The Buyer reserves the right to cancel the Order unless unconditionally accepted by the Seller in writing within 28 days of its date.

2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

3.0 SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer and the Seller.

3.2 Any Specification supplied by the Buyer to the Seller or specifically by the Seller for the Buyer in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4.0 PRICE OF GOODS AND SERVICES

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated shall be:

1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice);
2. Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax;

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller.

5.0 TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 The Seller will invoice the University electronically by sending invoices to [einvoice@london.ac.uk](mailto:einvoice@london.ac.uk). Each invoice will include all supporting information required by the University to verify the accuracy of the invoice, including any purchase order number supplied by the University and, where applicable, a breakdown of the Services, products or works in the invoice period.

5.3 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the services within 30 days after the end of the month of receipt by the Buyer of a valid invoice or after acceptance of the Goods or Services in question by the Buyer whichever is the latter.

5.4 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6.0 DELIVERY

6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Where the date of delivery of the Goods or performance of the Services is to be specified after placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single Contract and not severable.

6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.

6.7 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.

6.8 The Buyer shall not be obliged to return to the Seller any packing or packing materials for the goods, whether or not any Goods are accepted by the Buyer.

7.0 RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8.0 WARRANTIES AND LIABILITY

8.1 The Seller warrants to the Buyer that the Goods and Services:

1. Will be of satisfactory quality and fit for the purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;
2. Will be free from defects in design, material and workmanship;
3. Will correspond with any relevant Specification or sample; and
4. Will comply with all statutory requirements and regulations relating to the Sale of the Goods.

8.2 The Seller warrants to the Buyer that their Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

8.3 Without prejudice to any other remedy, if the Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

1. To require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contact within 7 days; or
2. At the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damage costs, claims and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

1. Breach of any warranty given by the Seller in relation to the Goods or Services;
2. any claim that the Goods infringe, or their use or resale infringes the patent, copyright, design right or trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
3. Any liability under the Consumer Protection Act 1987 in respect of the Goods;
4. Any act or omission of the Seller or its employees, agents or sub-Contractors in supplying, delivering and installing the Goods; and
5. Any act or omission of any of the Seller's personnel in connection with the performance of the Services.

8.5 In respect of any injury, damage or loss caused to third parties or their property by the Goods there shall be no automatic right of indemnity due from the Buyer to the Seller.

8.6 The Seller shall hold sufficient insurance cover with a reputable insurer to fulfil the Sellers insurance obligations for the duration of this Contract including public liability insurance cover. The Seller shall effect insurance against all those risks arising from the Sellers indemnity.

9.0 TERMINATION

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance in which event the Buyer's sole liability shall be to pay the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less that Seller's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

1. The Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
2. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller; or
3. The Seller ceases, or threatens to cease, to carry on business; or
4. The Buyer reasonably apprehends that any of the above events is about to occur in relation to the Seller and notifies the Seller accordingly.

10.0 GENERAL

10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-Contract any of its obligations under the Contract.

10.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision shall not be affected thereby.

10.5 In connection with this or any other Contract the Seller shall not give, provide or offer the Buyer's staff or Agents any loan, fee, reward, gift or any emolument or advantage whatsoever. If the Seller acts in breach of this clause, the Buyer shall, without prejudice to any other rights the Buyer may possess, be at liberty to terminate this and any other Contract, and to recover from the Seller any loss or damage resulting from such termination.

10.6 All information obtained in the course of completing this Contract is confidential, and shall not be divulged by the Seller, the Seller's servants or agents without specific approval from the University Publishing Office. This obligation shall continue after the order is complete. The Seller acknowledges that the Buyer is a public authority or the purposes of the Freedom of Information Act 2000 and may be required to disclose information about the Contract to enquirers in accordance with the provisions of that Act.

11.0 HEALTH AND SAFETY

11.1 The Seller shall comply with the requirements of UK and international legislation and agreements relating to the supply, packaging, labelling and carriage of hazardous goods.

11.2 The Seller shall ensure the Goods comply with current health and safety legislation and the legislation implementing any relevant EC Directive. The Buyer may require the Seller to show that the Goods bear a CE mark and may ask for a copy of the EC Declaration of Conformity.

12.0 LAW

12.1 The construction, validity and performance of the Contract shall be governed by the Law of England. The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the exclusive jurisdiction of the English Courts.

8.0 Tender Confirmation

Unconditional and Irrevocable Offer to the University of London for the

Contract for Consultancy Services

**This tender confirmation form must be signed by the Supplier before submission of their tender documents. If this form is incomplete or unsigned the tender will not be accepted and will not be evaluated for Contract award.**

1.0 Tender Confirmation to the University of London

1.1 I/We the undersigned, hereby offer to undertake on the acceptance of this tender to perform, execute or otherwise carry out the Consultancy Services for the University of London in accordance with the service specifications, terms and conditions of Contract and all other tender documentation.

1.2 I/We, the undersigned, having examined the tender documents hereby undertake to perform the services required for the following price, inclusive of VAT: prices and rates quoted shall be deemed to include the cost of inter alia, all vehicles, expenses, materials, equipment including computer systems, overheads, labour, travel expenses, waiting, personal attendance including evening meetings, data processing, statistical information, reports, accounts, and the Supplier’s general obligations under the terms and conditions of Contract and the schedules and other items of work to complete the services to all statutory requirements, professional codes of practice, the Contractor's policies and codes, the reasonable satisfaction of the authorised officers of the University of London, to the Contract standard, together with all liabilities whether express or implied incurred or incumbent upon the Supplier pursuant to the Contract.

1.3 I / We hereby submit my/our service specification response as required by the Instructions for Tenderers and the Terms and Conditions of Contract:

YES  NO

2.0 Supplier Warrantee

I/We hereby warrant and represent to undertake with the University that:

2.1 I/We have complied in all respects with and understand all parts of this Invitation to Tender.

2.2 I/We have read and accept in full the University’s Standard Terms and Conditions of Contract.

2.3 All information, representations and other matters of fact communicated (whether in writing or otherwise) to the University by me/us or my/our employees concerning this tender are true, complete and accurate in all respects.

2.4 I/We have not submitted a tender or entered into the Contract in reliance upon any representation or statement that may have been made by the University.

2.5 I/We have full power and authority to enter into the Contract and carry out this service.

YES  NO

3.0 TOTAL PRICE: (Enter price details here)

|  |  |
| --- | --- |
|  |  |
|  |  |

4.0 Signed for the Tenderer

|  |  |
| --- | --- |
| **Signature:** |  |
| **Print Name:** |  |
| **Position Held By Signatory:** |  |
| **Date of Signature:** |  |

If the Supplier’s business is a partnership, the partner must also sign in the space below:

|  |  |
| --- | --- |
| **Signature:** |  |
| **Print Name:** |  |
| **Position Held By Signatory:** |  |
| **Date of Signature:** |  |