



Tel No: 01296 744 400  
E-mail: [procurement@bucksfire.gov.uk](mailto:procurement@bucksfire.gov.uk)  
Our Ref: BMK2016-043  
Date: 08 February 2017

Dear Sir/Madam

**Invitation to Tender for Operational Training: - Ref BMK2016-043**

Your tender response should reach me by not later than **1400hrs on 10<sup>th</sup> March 2017**.

All tenderers should express their interest to tender via our In-Tend Portal this will ensure all clarifications received will be issued to those interested.

You are advised to read all sections carefully before tendering. Should you have difficulty with the tender or tender process, please make contact via the In-Tend Correspondence option.

Yours faithfully

Jarvis Osborne  
**Assistant Procurement Manager**  
**Buckinghamshire & Milton Keynes Fire & Rescue Service**



**Buckinghamshire and Milton  
Keynes Fire Authority and  
Oxfordshire Fire & Rescue  
Service  
Invitation to Tender  
Document**

For

**Operational Training**

**Date: 08 February 2017 Version: Final**

## **CONTENTS**

<b>Section One</b>	<b>Scope and Context</b>
<b>Section Two</b>	<b>Instructions to Tenderers</b>
<b>Section Three</b>	<b>Selection and Assessment Methodology</b>

### **Schedules**

<b>Schedule One</b>	<b>Definitions</b>
<b>Schedule Two</b>	<b>Company Information</b>
<b>Schedule Three</b>	<b>Specification and Requirement</b>
<b>Schedule Four</b>	<b>Pricing and Invoicing</b>
<b>Schedule Five</b>	<b>Freedom of Information Exemption and Transparency Forms</b>
<b>Schedule Six</b>	<b>Terms and Conditions of Contract, Change Control Notice (CCN)</b>
<b>Schedule Seven</b>	<b>Form of Tender</b>

### **Appendices**

<b>Appendix A Pricing Schedule</b>
------------------------------------

## Section One      Scope and Context

The Operational Competence Guidance (OCG) document launched as part of the Fire Professional Framework (FPF) provides UK Fire and Rescue Services with an operational competence framework for operational firefighters and commanders to ensure that they can safely and effectively apply the necessary skills, knowledge and understanding in an operational environment.

The COFA document titled '**Command Qualifications and Command Training in the UK Fire and Rescue Service**' both supported the OCG and assisted in providing a recognised standard and model by which all UK FRS can train, develop and assess their incident commanders.

The document states:

*'Maintenance of competence will be demonstrated through exposure at incidents, exercises and through other methods of simulation. As incident numbers continue to fall, there will be greater reliance on exercises and simulation. This evidence would then be set against the training framework and stored as portfolio evidence.'*

The qualification needs to be supported by the re-assessment of individuals to ensure they continue to meet the standard; a **minimum two yearly** basis between re-assessments is recommended.

**Operational Training Guidance: Breathing Apparatus 2013** currently provides a framework for the acquisition and maintenance of competence for breathing apparatus wearers, personnel responsible for the command and control of breathing apparatus at operational incidents and the personnel that develop and train others to be able to undertake these roles competently.

The competence of personnel who undertake any of the breathing apparatus roles identified in this guidance, namely Breathing apparatus wearers, Incident Commander(s) \ Incident Monitoring Officer(s) and Breathing Apparatus Trainer(s) \ Instructor(s) should be assessed at least once within a two year period practically applying their knowledge and skills in realistic conditions.

For example, personnel who undertake the operational breathing apparatus wearer role should do so in an environment that exposes them to heat and smoke.'

As a result of contracts coming to an end for Buckinghamshire Fire & Rescue Service (BFRS) and Oxfordshire Fire & Rescue Service (OFRS) the two services have a requirement as per Contract Standing Orders to re-engage with the market.

The two services have therefore decided that as requirements are broadly similar to approach the market collaboratively.

For the avoidance of doubt, Buckinghamshire Fire & Rescue Service is conducting this tender on behalf of Buckinghamshire Fire & Rescue Service and Oxfordshire Fire & Rescue Service.

Both parties will be signatories to the final contractual agreement with the successful supplier(s) dependent upon the lots as detailed within the main specification.

## **Corporate Information**

Buckinghamshire and Milton Keynes Fire Authority and Oxfordshire County Council Fire and Rescue Service (the Contracting Authority's) wish to appoint a contractor to provide the Operational Training needs as detailed within the Invitation to Tender document.

Buckinghamshire and Milton Keynes Fire Authority's service delivery is through service Headquarters, based at Aylesbury, Buckinghamshire, and 20 Fire Stations.

Oxfordshire County Council Fire and Rescue Service delivery is through service Headquarters, based at Kidlington, Oxfordshire, and 24 Fire Stations.

Please Note: The legal entity for contracting and other purposes is Buckinghamshire & Milton Keynes Fire Authority ("The Authority"), it has been referred to as Buckinghamshire & Milton Keynes Fire & Rescue Service to recognise its broader remit.

In accordance with best procurement practice, EU and UK Procurement Directives and Regulations and the Authority's service order, the Authority is seeking to choose a Tenderer(s) by competitive tender for the provision of an Operational Training

The Contracting Authority's will remain the sole participant empowered to deal with major issues of principle which might include (but not exclusively) price variation, default, additional supply requirements etc.

## **Equalities Statement**

The Authority is committed to developing, promoting and delivering its services, information and employment opportunities without discriminating against anyone on the grounds of age, disability, faith, gender, race, sexuality, gender reassignment, marriage and civil partnership, pregnancy or maternity.

The Authority expects its suppliers and other people who deliver its goods, services or works to share this vision and these values. All organisations that want to provide goods, works and/or services to the Authority must be able to show that they are taking steps to allow equal access to the provision of goods, works and services, provide fair treatment and equal opportunity.

## **Ethical Code of Conduct**

As part of the agreement between the parties to this Contract an Ethical Code of Conduct will be required. This code will reflect the commitment of the parties to deliver continued value and wellbeing throughout the Contract period that benefits the contractual parties.

During the Contract term all parties agree to retain relative information as confidential unless a need to release is confirmed by a request for information through the Freedom of Information Act 2000.

At no point during the Contract will any contractual parties bring any other contractual parties into disrepute. These areas of disrepute will include, but not exclude, any other legitimate associated action:

- Slander
- Sharing of information specific to the Contract with those not a party to the contract
- Demonstrating a disregard for Contract prices and users

- Becoming involved with any external contract organisation, party or individual with the intention of disrupting the supply of goods or services being delivered from the Contract
- The intention to cause damage to a contractual party whether by verbal, written or physical action involving reputation, monetary, loss of existing or future identified business.

If any claims for unethical behaviour or physical action are reported to the Authority an investigation will be undertaken. In the event of a claim being unsubstantiated the plaintiff and accused will be advised. In the event of a substantial claim being identified the accused will be removed from the Contract with immediate effect.

At any point during the investigation neither party should undertake any actions that can be deemed as influencing the process. Continued associate actions will result in the process being halted and where appropriate the Contract terminated.

### **Bribery, Corruption and Collusion**

The Authority and its suppliers are bound by the Bribery Act 2010.

Any contract award resulting from this ITT to any Tenderer who is subsequently convicted of the offence bribery within the meaning of section 1 or 6 of the Bribery Act 2010 will be terminated immediately without cost or obligation to the Authority.

### **Financial Standing of Tenderers and Suppliers**

The Authority regularly carries out financial checks on its suppliers.

For the purposes of this ITT, prior to award of contract, financial checks will only be carried out in respect of the recommended successful Tenderer(s) for each Lot. The Authority will use Endole ([www.endole.co.uk](http://www.endole.co.uk)) to perform this check, we would expect successful Tenderer(s) to hold a stable rating or higher. Should the successful Tenderer(s) not achieve this rating, the authority reserves the right to re-evaluate the award.

## Section Two                      Instructions to Tenderers

### 2.1    Tender Documents

The detail of this document and all associated documents is to be treated as private and confidential and for use only in connection with this tender process. Copyright of all tender documents, including any amendments or further instructions, shall remain with the Authority.

In this section the words and expressions contained therein shall have the same meaning ascribed to them in the Conditions and the Specification.

The requirement comprises the appointment of an Operational Training Provider as stated in the Specification.

The tender response must be submitted as per instructions contained within 2.4 Submission of Tender.

During this tender process, all communication (including contact and questions in connection with this tender) must be submitted using the correspondence function of our In-Tend portal. The written responses will be distributed where appropriate to all tenderers via the In-Tend Correspondence function. All correspondence shall clearly state the Tender reference number – BMK2016-043

Tenderers should ensure that they provide an appropriate email contact address to view any questions and answers that have already been raised, together with any additional information that might have been communicated during this process.

### 2.2    Not used in this tender document

### 2.3    Preparation of Tender

The information contained within this document should be regarded as a statement of the current requirement as far as the Authority is able to determine at this time. Tenderers must carefully examine and consider the tender documents and satisfy themselves of the appropriateness and validity of any information provided. In submitting a tender, Tenderers shall be deemed to have read and understood all of the tender documents.

**Tenderers must submit responses to a question or requirement raised in the ‘Tenderer’s Response’ text box provided under each question or requirement. If a Tenderer wishes or is asked to provide additional information, this should be clearly labelled and referenced to the question in the appropriate ‘Tenderer’s Response’ text box.**

If any points in the tender documents are unclear, Tenderers may seek clarification via the correspondence function within our In-Tend Portal.

Tenderers may propose alternative solutions to meet the Authority’s requirement. Should alternatives be proposed, the alternatives must, as a minimum, fulfil the requirement described in the Invitation to Tender documents otherwise the tender will be rejected.

## 2.4 Submission of Tender

Tenderers must sign and date the Form of Tender provided unqualified and return it together with their tender submission to confirm that all Terms, Conditions and Variations specified by the Authority during the tender period have been understood and accepted. **Failure to submit a signed Form of Tender document will result in the rejection of the tender submission.**

**All documents requiring a signature must be signed:-**

- **Where the Tenderer is an individual by that individual;**
- **Where the Tenderer is a partnership, by at least two duly authorised Partners;**
- **Where the Tenderer is a company, by a Company Director, where such person is duly authorised for that purpose.**

Tenderers are required to submit their responses as follows:- completion of all mandatory questions within the In-Tend System. Submission of any required documentation to show their proposal, in addition to signature of the Form of Tender document and Anti-Collusion certificate. These must all be submitted electronically on our In-Tend Portal no later than 1400hrs on 10 March 2017.

No responsibility will be accepted for Tenders incorrectly labelled and therefore opened by accident in advance of the due date.

**NB: To ensure on-time submissions, Tenderers are strongly advised to submit the tender well in advance of the deadline to avoid possible disappointment. Allowances cannot be made for internet connectivity delays.**

## 2.5 Late Tenders

Any tenders received after 1400hrs on **10 March 2017** will not be accepted.

## 2.6 Clarifications during the Tender Process

During the tender process, Tenderers and/or the Authority may find it necessary to request and/or issue tender clarifications. Tenderers requiring additional clarification on any aspect of the Tender Documents must submit questions or requests for further information by sending a communication through the correspondence function within the In-Tend Portal.

All questions and requests may only be made, and will only be considered if made, before close of business (1700hrs) on 2<sup>nd</sup> March 2017. The Authority will respond to all clarification requests no later than 7<sup>th</sup> March 2017. All questions and requests for clarification of further information, and the corresponding responses, will be circulated to all Tenderers.

The Authority cannot accept, at point of submission, any tender change requests, as this would be deemed a counter offer and therefore the tender will be rejected and not evaluated.

## 2.7 Tender Validity

Your Tender should remain open for acceptance for a period of 6 months. Any tender submitted showing a shorter validity period may be rejected.

## 2.8 Conditional Tenders

Any Tenderer submitting a tender that contains a condition that is deemed as unacceptable by the Authority shall be given the opportunity to withdraw the condition without any amendment to the tender. If the tenderer fails to remove the condition upon which its tender relies then the Authority reserves the right to reject the tender.

## 2.9 Project Timetable

Set out below is the proposed procurement timetable.

<b>Indicative Procurement Timetable</b>	
<b>Date</b>	<b>Stage</b>
<b>8<sup>th</sup> February 2017</b>	Issue ITT to suppliers
<b>1700hrs 2<sup>nd</sup> March 2017</b>	Final Date for Submission of Tender Clarifications
<b>7<sup>th</sup> March 2017</b>	Issue Clarification Responses to all Tenderers
<b>No later than 1400hrs 10<sup>th</sup> March 2017</b>	Deadline for Tender Submission
<b>13<sup>th</sup> March 2017</b>	Evaluation of ITT Submissions
<b>15<sup>th</sup> March 2017</b>	Supplier Presentations
<b>20<sup>th</sup> March 2017</b>	Notice of recommendation for Award of Contract
<b>21<sup>st</sup> March 2017</b>	Start of Standstill Period
<b>2359hrs 30<sup>th</sup> March 2017</b>	End of Standstill Period & Contract Award Notice published
<b>4<sup>th</sup> April 2017</b>	Contract Commencement

These dates are provided for information purposes only. The Authority does not guarantee to complete each phase by the date stated above.

## 2.10 Authority Not Bound

The Authority does not bind itself to accept any tender in whole or in part.

## 2.11 Tenderer's Costs

Under no circumstances shall the Authority accept responsibility for any expense or loss which may be incurred by any Tenderer in the preparation of the tender.

Under no circumstances shall the Authority incur any liability or costs in respect of this ITT or any supporting documentation or in respect of any decision to suspend or discontinue this procurement process.

Tenderers should note that if a future court decision deems any Contract resulting from this Invitation to tender to be ineffective and is subsequently put aside, Tenderers for the Contract will not be entitled to claim for direct, indirect or consequential loss due to Contract suspension and/or termination. Additionally it should be noted that in the event of a legal challenge being received against this Contract under the Remedies Directive 2010 the following additional terms will take precedence:

The Authority reserves the right, subject to appropriate procurement regulations, to change without notice the basis of, or the procedures for, the competitive tendering process or to terminate or suspend the process at any time in its absolute discretion.

All other existing terms and conditions will remain in effect until notice is received of any revised Contract

Any discussions or correspondence between the Authority and Tenderers shall be conducted without any obligation whatsoever by the Authority to enter into or become bound by any Contract.

**Unless agreed in writing by a duly authorised member of the Authority's Procurement Team, no amendment or modification can be made to the Tender Documentation.**

The Authority will not be bound by any Contract until the Contract is embodied in a formal document and signed by all parties

## **2.12 Canvassing**

Direct or indirect canvassing of any officer, Member or agent of the Authority by any potential Tenderer concerning this requirement, or any attempt to procure information from any such person concerning this ITT may result in the disqualification of the potential Tenderer from consideration for this requirement.

## **2.13 Confidentiality & Publicity Statement**

The contents of this ITT and of any other documentation made available in respect of this process are provided on the basis that they remain the property of the Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT process or to the Contract without the prior written agreement of the Authority and this includes the format and content of any publicity.

## **2.14 Supplier Presentations**

Tenderers will be invited to attend and conduct a presentation during the supplier presentation date as outlined in the timetable. During this tenderers will be asked to demonstrate how they intend to meet the specification and requirements tendered against. Tenderers will also be asked to talk through their proposal covering all evaluation points, there will also be a period of time for Q&A. The presentation shall last for a maximum of 45 minutes with 15 minutes for Q&A. Supplier presentations will take place on the 15<sup>th</sup> March 2017 with timeslots to be confirmed to successful tenderers nearer the dates. All presentations will take place at a premises of either Contracting Authority. The exact location will be confirmed when invited.

Please Note: In the event that following the evaluation of the submitted tender documents, it is clear a submission would not be successful, it would be unethical to request the bidder to participate further in the process and BMKFA would inform the tenderer accordingly and not invite the tenderer to continue in this process. The Authority will invite a minimum of 5 suppliers to conduct presentations.

## **2.15 Attachments**

All attachments must be clearly marked for which question they relate. Attachments must not be used to solely answer a question, and may only be used to support an answer where required. Any attachment that is not clearly marked for the question that it relates may not be considered.

## Section Three – Selection and Assessment Methodology

In line with public procurement regulations and Crown Commercial Service (CCS) guidance relating to tender evaluation and award, the following details how the Authority will assess all Tenderers and tender submissions in relation to this requirement.

All tenders received will be considered on the information contained in the tender or obtained by the Authority as a direct result of the tender process. Submissions will be assessed on the basis of most economically advantageous tender (MEAT), evaluated in accordance with criteria set out below:

The full tender response will be evaluated using the criteria stated in the table bellows. The below tables illustrate the exact Lots that are being tendered, the contracting authorities that will be part of that lot, and the weightings within each lot also.

### Lot 1a & Lot 1b – Training and Development Days & Multi-Agency Exercises

#### (Buckinghamshire FRS Only)

Please note for these lots, although they are split in the headings as two different elements, you will only need to provide a quality reponse that covers both elements. You will however need to provide separate pricing so that it is clear what it relates to.

	Assessment Criteria	% Weighting
1	Quality	40%
2	Performance/Service	10%
3	Experience	10%
4	Price/Value	40%
	<b>Total Weighting</b>	<b>100%</b>

The following details the scoring methodology for respect of the 1 through 5 elements of the assessment criteria.

Scoring Methodology to be applied across all sections/questions	
Rating of Response	Score
Outstanding – Fully meets and exceeds the requirements, with clear detail.	10
Above Average – Meets the requirements with some extra detail	7
Average – Has met the requirement, but no extra detail provided	5
Below Average – Response has not fully met the requirement, detail lacking	3
Poor – Response has failed	0

The financial element will be scored based on the total cost for all services involved. You will be asked to provide a fixed yearly price for each service that is participating in each Lot. These will be added together to form the total cost for that particular Lot, and this used as the comparison. A score will then be attributed with the lowest cost achieving 10 points. All others will be scored based on (lowest cost/tenderers cost) \* 10.

## Lot 2 – Validation Exercises (Buckinghamshire FRS Only)

	Assessment Criteria	% Weighting
1	Quality	40%
2	Performance/Service	10%
3	Experience	10%
4	Price/Value	40%
	<b>Total Weighting</b>	<b>100%</b>

The following details the scoring methodology for respect of the 1 through 5 elements of the assessment criteria.

Scoring Methodology to be applied across all sections/questions	
Rating of Response	Score
Outstanding – Fully meets and exceeds the requirements, with clear detail.	10
Above Average – Meets the requirements with some extra detail	7
Average – Has met the requirement, but no extra detail provided	5
Below Average – Response has not fully met the requirement, detail lacking	3
Poor – Response has failed	0

The financial element will be scored based on the total cost for all services involved. You will be asked to provide a fixed yearly price for each service that is participating in each Lot. These will be added together to form the total cost for that particular Lot, and this used as the comparison. A score will then be attributed with the lowest cost achieving 10 points. All others will be scored based on (lowest cost/tenderers cost) \* 10.

## Lot 3 – Instructor Development (Buckinghamshire FRS and Oxfordshire FRS)

	Assessment Criteria	% Weighting
1	Quality	40%
2	Performance/Service	10%
3	Experience	10%
4	Price/Value	40%
	<b>Total Weighting</b>	<b>100%</b>

The following details the scoring methodology for respect of the 1 through 5 elements of the assessment criteria.

<b>Scoring Methodology to be applied across all sections/questions</b>	
<b>Rating of Response</b>	<b>Score</b>
Outstanding – Fully meets and exceeds the requirements, with clear detail.	10
Above Average – Meets the requirements with some extra detail	7
Average – Has met the requirement, but no extra detail provided	5
Below Average – Response has not fully met the requirement, detail lacking	3
Poor – Response has failed	0

The financial element will be scored based on the total cost for all services involved. You will be asked to provide a fixed yearly price for each service that is participating in each Lot. These will be added together to form the total cost for that particular Lot, and this used as the comparison. A score will then be attributed with the lowest cost achieving 10 points. All others will be scored based on (lowest cost/tenderers cost) \* 10.

#### **Lot 4 – Incident Command (Buckinghamshire FRS Only)**

	<b>Assessment Criteria</b>	<b>% Weighting</b>
<b>1</b>	<b>Quality</b>	<b>40%</b>
<b>2</b>	<b>Performance/Service</b>	<b>10%</b>
<b>3</b>	<b>Experience</b>	<b>10%</b>
<b>4</b>	<b>Price/Value</b>	<b>40%</b>
	<b>Total Weighting</b>	<b>100%</b>

The following details the scoring methodology for respect of the 1 through 5 elements of the assessment criteria.

<b>Scoring Methodology to be applied across all sections/questions</b>	
<b>Rating of Response</b>	<b>Score</b>
Outstanding – Fully meets and exceeds the requirements, with clear detail.	10
Above Average – Meets the requirements with some extra detail	7
Average – Has met the requirement, but no extra detail provided	5
Below Average – Response has not fully met the requirement, detail lacking	3
Poor – Response has failed	0

The financial element will be scored based on the total cost for all services involved. You will be asked to provide a fixed yearly price for each service that is participating in each Lot. These will be added together to form the total cost for that particular Lot, and this used as the comparison. A score will then be attributed with the lowest cost achieving 10 points. All others will be scored based on (lowest cost/tenderers cost) \* 10.

## Aggregated Lots

The authority reserves the right to award a contract for all Lots to one supplier. The calculation for this will be as follows, with each individual Lots quality section allocated a weighting. Pricing for each Lot will then be added together to form the pricing element for the Aggregated Lots, equalling a weighting of 20%.

In the table below, the weightings will apply to the Quality section, which is a total score out of 800.

<u>Lot</u>	<u>Weighting</u>
Lot 1a / b	31.99%
Lot 2	51.18%
Lot 3	7.68%
Lot 4	9.15%

### Example:

For reference an example is provided below to indicate how this would work.

<u>Lot</u>	<u>Quality Score (out of 800)</u>	<u>Aggregated Lot Score</u>
Lot 1a/b	350	$(350 * 31.99\%) = 111.965$
Lot 2	400	$(400 * 51.18\%) = 204.72$
Lot 3	300	$(300 * 7.68\%) = 23.04$
Lot 4	275	$(275 * 9.15\%) = 25.1625$
Quality Total		364.8875
Pricing	175	$(175 * 20\%) = 35$
Total		399.8875



## Schedule One – Definitions

The following expressions shall have the meanings ascribed to them in relation to the entire Contract:

<p><b>“Contract”</b> means the formal signed contract of supply between the parties</p>
<p><b>“Documentation”</b> means any document issued by either party that is pertinent to the Contract.</p>
<p><b>“Goods”</b> means the goods to be provided by the Tenderer in accordance with the terms of the Contract.</p>
<p><b>“Invitation to Tender”</b> or <b>“ITT”</b> means this document and all its attachments and appendices.</p>
<p><b>“Buckinghamshire &amp; Milton Keynes Fire and Rescue Service”</b> or <b>“BMKFRS”</b> means the name by Buckinghamshire and Milton Keynes Fire Authority is known by for non-contractual reference.</p>
<p><b>“Buckinghamshire and Milton Keynes Fire Authority”</b> means the Contracting Authority who is managing the tender process, contract formation and ongoing contract management.</p>
<p><b>“Order”</b> means the order for the Goods that are made between the Buckinghamshire and Milton Keynes Fire Authority and the Tenderer under this Contract and that shall abide by the terms, conditions and requirement of the Contract.</p>
<p><b>“Services”</b> means the services to be provided by the Tenderer in accordance with the terms of the Contract.</p>
<p><b>“Tenderer”</b> means the Tenderer appointed as part of the tender process to the Contract who has agreed to supply the Goods under the terms, conditions and requirement of the Contracts.</p>
<p><b>“The Authority”</b> means the Buckinghamshire and Milton Keynes Fire Authority, the contracting Authority.</p>

## Schedule Two – Company Information

Not used

## Schedule Three – Specification and Requirement

The Authority wishes to appoint a Supplier for the provision of an Operational Training Provider.

Please refer to the below attachment which details the specification and the specific requirements that will apply to this Contract.



For all specification and individual questions please refer to the questionnaire section on the In-Tend Portal.

### 3.2 Contract Period

The Contract is anticipated to commence April 2017 for a period of 36 months (three years) to March 2020 unless terminated in accordance with the Conditions of Contract. There will be the possibility of an extension for 24 months (two years).

### 3.3 Sub-Contractors

Tenderers must state whether or not any part of their proposed supply solution requires the use of sub-contractors and provide a sub-contractors list including contact details.

Response to 3.3 – sub-contractors	
Will the Tenderer use sub-contractors?	Yes / No – delete as appropriate
If the Tenderer has answered “Yes” to using sub-contractors, please provide names, addresses and phone numbers in spaces provided below.	

The Authority reserves the right to reject the use of any particular sub-contractor. In the case of rejection, the Authority will notify the Tenderer of its reasoning in writing. Reasons for rejection could be, but not limited to, a contractor banned from entering premises, financial risk, criminal prosecutions pending etc.

If a sub-contractor is appointed, this does not release the Tenderer from any liability to the Authority in respect of the sub-contracted services and the Tenderer shall be responsible for the acts, defaults, or neglect of any sub-contractor or their agents or employees in all respects as if they were the acts, defaults or neglects of the Tenderer or their agents or employees.

## **General Quality Requirements**

### **3.4 Contract Management Meetings**

It is likely that the Authority will wish to hold regular management meetings during the course of the contract to discuss specific and general matters arising under the Contract, any technical issues and performance issues. Such meetings will be held either face to face, by video conference link or by telephone conference.

### **3.5 Purchase Order Process**

The Purchase Order(s) will be placed following contract award. Payment will be in accordance with the Contract Terms and Conditions. Each Service will issue their own individual Purchase Order(s) and must be invoiced separately.

### **3.6 Continual Improvement**

Continual Improvement is a joint process/commitment whereby the Authority and the Supplier actively review contractual options with the objective of finding and implementing improvements to the operation and management of the Contract that deliver increased value for money for all concerned.

The key principles and objectives of continual improvement are:

- Improving quality and efficiency
- Reducing cost whilst maintaining service levels
- Encouraging innovation

Areas for consideration could be, but not limited to:

- The adoption of new or emerging technological or product developments that can be used to improve the Contract offering and deliver increased benefits to the Authority.
- Improvements to the Supplier's service offering in areas such as delivery, availability, quality, customer satisfaction and performance.
- Environmental impact considerations, such as biodegradability, reduced delivery mileage, improved manufacturing process.

The Authority expects that the Supplier will work with it to deliver continual improvement.



## **Schedule Four – Pricing & Invoicing**

**4.1 Tenderers should submit their tender pricing in the Price Schedule at Appendix A hereto and return it with their tender submission.**

Any prices not disclosed within the pricing information will be not entertained.

Prices must be submitted inclusive of delivery and insurance but exclusive of VAT and be in Pounds Sterling.

4.2 The tenderer's prices must remain fixed and firm for the duration of the contract.

4.3 The Authority requires that all suppliers submit invoices by electronic means i.e. enclosed in an e-mail or posted to a dedicated web server. This must be in a consistently structured file e.g. XML, CSV and EDI which contains all data necessary to process the invoice and meets statutory requirements. This data will cover the following areas as a minimum:

- Unit prices, quantities supplied and total costs
- Product references (e.g. unique part numbers)
- Description of goods, services or works supplied
- The Authority's Purchase Order number
- Invoice references (e.g. number and date)
- Delivery/Invoice addresses
- Statutory information (e.g. Supplier's VAT number)
- Supplier identification

### **4.4 Invoicing**

It is important that invoices are accurate and include the correct official Purchase Order number. Incorrect invoices will be returned unpaid for correction and resubmission. In such cases the payment terms will take effect not from the invoice date but from the date of receipt at the correct address of a correctly presented invoice. Invoices will normally be paid in arrears 30 days after receipt of a correct and valid invoice unless early settlement discounts are agreed.

## **Schedule Five – Freedom of Information and Transparency**

### **Freedom of Information Act (FOIA) 2000**

The Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 (“the FOIA”) and the Environmental Information Regulations 2004 as may be amended, updated or replaced from time to time. It may be required to disclose information concerning the procurement process and/or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their bid is commercially sensitive (meaning it could reasonably cause prejudice to the Tenderer if disclosed to a third party) then it should be clearly marked as “Not for disclosure to third parties” together with valid reason in support of the information being exempt from disclosure under the FOIA.

Tenderers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge and accept that the Authority’s decision on these issues shall be final and that the Authority shall incur no liability to any Tenderer by reason of having disclosed any information which the Authority reasonably concludes was required to be disclosed in accordance with the FOIA.

### **Transparency of Authority’s Expenditure**

As part of that commitment to transparency the Authority publishes all spend over £500 (excluding VAT) each month. This includes spend on contracts, so the successful Tenderer should expect details of spend against any resulting contract to appear on the Authority’s website. The Authority may publish tender and contract documentation after contract award stage. Commercially sensitive information will be redacted from documentation.

The successful Tenderer acknowledges that the Authority is subject to the Government’s Transparency requirements and the successful Tenderer hereby gives its consent for the Authority to publish the Contract Information (including details of payment) to the general public via its external website. The Authority may in its absolute discretion take account of the exemptions/exceptions that would be available in relation to the information requested under the FOIA legislation.

## Schedule Six

### Conditions of Contract and Change Control Notice

The embedded document below details the Conditions of Contract that in conjunction with the terms of the requirement, as laid out in this Invitation to Tender, the agreed pricing schedule and any other documents deemed as necessary to an agreement (i.e. clarification documents) shall form the Contract.

Tenderers should familiarise themselves with these Conditions prior to submission of tender.

**Tenderers are required to confirm below that they agree to the following general Conditions of Contract.**



Operational Training  
T&Cs.pdf

It should be noted that if Tenderers are unable to agree to the Terms and Conditions they may not be awarded the Contract. Please ✓ to indicate acceptance.

Yes	No

**Change Control Notice (CCN)**

The following Change Control Notice is an Appendix to the Terms and Conditions of Contract and is to be used to enact mutually agreed Contract modifications.

This notice is to be completed whenever there is a modification, addition or deletion from the original contract documentation. Failure to embed the change into the contract may cause contractual issues. This document is to be signed by an authorised representative of the Supplier and the Authority.

**Sequential Number:**

**Title:**

**Number of pages attached:**

WHEREAS the Tenderer and the Authority entered into an Assignment Contract for the supply of [project name] dated [date] (the "Original Contract") and now wish to amend the Original Contract

IT IS AGREED as follows

1. With effect from [date] the Original Contract shall be amended as set out in this Contract Change Notice.
2. Save as herein amended all other terms and conditions of the Original Contract shall remain in full force and effect.

---

Changes to Contract referred to in (1) above.

---

Signed for and on behalf of the Supplier

By.....

Name.....

Title.....

Date.....

Signed for and on behalf of the Contracting Authority

By.....

Name.....

Title.....

Date.....

## **Schedule Seven          Form of Tender**

Please refer to the attachment on the In-Tend Portal for the Form of Tender.

**Appendix A: Pricing Schedule**

**Please refer to the final questions on the In-Tend Portal for the Pricing Schedule.**