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| **Invitation To Tender** |
| Tender for procurement of a CRM solution to support Student Recruitment, Communications and  Student Welfare  Date Issued: 13th January 2023  Submission Date: 10th February 2023 (midday)  Contract awarded: 28th February 2023 |

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**SECTION 1**

**INFORMATION FOR BIDDERS**

### Part 1 - Background Information

**RAU: Who We Are and What We Do**

At the forefront of agricultural education since our foundation as the Royal Agricultural College in 1845, the University now has some 1,200 undergraduate students from over 45 different countries studying at our historic campus, set in 25 acres of magnificent grounds in the heart of the Cotswolds. From its early days, the College was staffed with innovators and pioneers and made a considerable impact on farming practice and agricultural science. A full University since 2013, the Royal Agricultural University (RAU) remains an acknowledged leader in education and applied research relevant to the land-based industries.

The University’s small size provides an exceptional sense of community amongst students and staff, which supports, develops and encourages students from all backgrounds to achieve their ambitions. The University motto is ‘Arvorum Cultus Pecorumque’, a quotation from Virgil’s Georgics, meaning ‘Caring for the Fields and the Beasts’. This maxim has been enduringly relevant for a University which, in every area of its activity, has worked to promote sustainable use of the land, safeguard the environment and animal welfare and the wellbeing of rural communities. We want all our staff, students and stakeholders to feel they are an integral part of the RAU community, and together we will create an inclusive culture where everyone can contribute to university life, knowledge and growth.

The RAU prides itself on combining subject expertise with industry connectivity and an innovative, forward thinking, enterprising approach and maintains very strong links with its partners in industry. Courses are designed and updated to meet the demands of the market, both in the UK and worldwide. This opens doors for students, and RAU graduates are well prepared for successful careers in their chosen field, whether that be leading innovation and change in industry, informing future land-based policy, or setting up their own businesses.

Our vision is to become the leading specialist University providing a fresh perspective for the land agri-food and rural enterprise sectors. We recognise that the achievement of this vision requires equality in participation, progression and success for all and celebrate the progress that has been delivered:

* Growing and diversifying the student community by providing an outstanding student experience and excellent employment outcomes.
* Establishing a Knowledge Hub that will help industry navigate change and uncertainty making it possible to tackle big challenges more effectively, thereby delivering societal benefit and impact.
* Becoming a sustainable, efficient organisation that can fund a continuing investment in its physical, digital and human infrastructure, ensuring a continually improving and excellent experience for students and staff.
* Partnering with land-based colleges and schools to extend and diversify the student community.
* Developing sustainable partnerships with industry and research-leading institutions to provide a wider perspective, ensuring that what it teaches is relevant, improves student employment outcomes and enables sustainability-oriented innovation.
* Building on existing and successful international partnerships, among which a prominent feature has been teaching partnerships with Chinese universities.

For further information on the RAU, please visit [www.rau.ac.uk](http://www.rau.ac.uk).

# Part 2 - Instructions to Bidders

In submitting a response to this Invitation to Tender (ITT) it is implied that you accept all the provisions of this ITT including these conditions:

**Proposed Timetable**

|  |  |
| --- | --- |
| **Stage / Activity** | **Target Date** |
| Tender Released | 13th January 2023 |
| Closing Date for Submissions | 10th February 2023 |
| Evaluation | 24th February 2023 |
| Contract Award | 28th February 2023 |

**Contact Details and Queries Relating to Tenders**

All communication and clarification from bidders relating to the tender during the period of this procurement exercise should be raised via the eProcurement portal.

Bidders should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. If the RAU does not consider the query to be of a commercially sensitive nature, we will:

* invite the bidder submitting the query to declassify the query and allow the query along with the RAU’s response to be circulated to all bidders; or
* request the bidder, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

The RAU reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

**Preparation and Submission of Tenders**

The tender should be submitted in the form specified in the ITT. Failure to do so may lead to the tender being rejected.

Tenders are divided into three parts for completion:

1. Standard Selection Questionnaire
2. Method Statements
3. Pricing Schedule

Failure to do so may lead to the tender being rejected.

Tenders must be submitted via the Online Procurement Portal by the deadline detailed in the Invitation to Tender.

**Costs and Expenses**

Bidders are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the RAU, or any of their advisers, be liable for any costs or expenses borne by bidders, sub-contractors, suppliers or advisers in this process.

**Volume and Exclusivity**

The RAU will not guarantee volume or regularity or exclusivity under any contract arising from this tender process.

**The Applicant**

Any information submitted in response to this tender must relate to the applicant only.

The applicant is the organisation, which it is proposed will enter into a formal contract with the RAU if awarded a contract. If you intend to form a partnership or consortia in order to deliver this contract, a lead organisation must be identified to take responsibility for the other partner organisations and enter into a contractual arrangement with the RAU if awarded the contract. This lead organisation will become the applicant in terms of the tender process and all information provided should relate to their organisation unless otherwise stated.

**Discretion to extend**

The RAU may at its discretion extend the closing date and the time for receipt of tenders specified.

**Qualified Tenders**

Tenders must not be qualified and must be submitted strictly in accordance with the Tender Documentation. Tenders must not be accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders. Only Tenders submitted without qualification strictly in accordance with the Tender Documentation as issued will be accepted for consideration. The RAU’s decision on whether or not a Tender is acceptable will be final and the contractor concerned will not be consulted. Qualified tenders will be excluded from further consideration and the Tenderer notified unless otherwise provided by law.

**Variant Tenders**

Bidders may submit Variant Tenders **in addition** to a Standard Tender. Bidders should propose Variant Tenders only where and to the extent that they believe that value for money can be improved by adopting a different solution. If a Variant Tender is submitted, the RAU will consider whether the alternative solution is suitable for delivering the requirements. The RAU reserves the right to not accept Variant tenders. If the RAU does not believe the Variant Tender will meet the requirements and deliver the required outputs, the Variant Tender will be rejected as non-compliant. If the RAU determines the Variant Tender is capable of meeting the requirements and delivering the required outputs, the Variant Tender may be evaluated against the same award criteria for Standard Tenders.

**Modification and Withdrawal by Bidders**

Bidders may modify their Tender prior to the deadline. No Tender may be modified after the deadline.

Bidders may withdraw their Tender at any time prior to accepting the offer of a Contract. The notice to withdraw the Tender must be in writing.

**Alteration and Termination by the RAU**

The RAU shall not be committed to any course of action as a result of:

* Issuing this ITT or any invitation to participate in this procurement exercise;
* An invitation to submit any Response in respect of this procurement exercise;
* Communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise; or
* Any other communication between the tenderer (whether directly or by its agents or representatives) and any other party.

The RAU reserves the right to:

* Amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.
* Amend the terms and conditions of the ITT process
* Cancel the Tender process if the tenders submitted do not represent value for money including comparisons with in-house benchmarks (including in relation to costs and performance).
* Award in part
* Cancel the evaluation process at any stage; and/or
* Require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected).

**Right to Reject or Disqualify**

The RAU reserves the right to reject or disqualify a bidder where:

* The bidder fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or standard selection questionnaire; and/or
* The bidder is guilty of serious misrepresentation in relation to its Tender; expression of interest; the standard selection questionnaire and/or the Tender process; and/or
* There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the bidder.

**Quality Thresholds**

If a bidder fails to achieve 75% of the available marks in the standard selection questionnaire and 50% in the quality method statements, the tender may not proceed to the next stage of evaluation

**Tender Validity**

Tenders should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

**Abnormally High or Low pricing**

The average price will be calculated using the tendered prices which are within an agreed range, which is to be determined by the Evaluation Panel and will provide the basis of assessing abnormally high or low prices. The Evaluation Panel reserves the right to exclude abnormally low or high tenders.

**Confidentiality**

All information supplied by the RAU in connection with this procurement exercise must be treated in confidence and not disclosed to any third party (save to your professional advisors) unless the information is already in the public domain.

**Copyright**

All material issued in connection with this ITT shall remain the property of the RAU and shall be used only for the purpose of this procurement exercise.

**Canvassing**

Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the RAU or its members concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

**Inducement of Incentive**

Offering an inducement of any kind in relation to obtaining this or any other contract with the university will disqualify your tender from being considered and may constitute a criminal offence.

**Collusive Behaviour**

Any Tenderer who:

* Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
* Communicates to any party other than the RAU the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
* Enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
* Enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
* Offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission;

Shall (without prejudice to any other civil remedies available to the RAU and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

**Third Parties**

It is your responsibility to ensure that any consortium member, sub-contractor or advisor abides by these Conditions of Tender.

**Publicity**

No publicity or other information relating to this project is to be released by any Tenderer without the prior written approval by the RAU.

**Disclaimer**

The information in this ITT and its supporting documents has been prepared in good faith however it does not purport to be comprehensive nor has it been independently verified.

The information contained in this ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the RAU will not accept any liability for its accuracy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the RAU.

Any tenderer considering entering into a contractual relationship with the RAU following receipt of the ITT should make their own investigations and seek their own independent professional advice.

**Jurisdiction**

Any Contract concluded as a result of this procurement process shall be governed by English law.

**Sub-Contracting Proposals**

The Contractor must notify the RAU of its intention to use subcontractors and must apply the same level of vetting, approval and monitoring of performance standards as that applied to the Contractor by the RAU. This includes the provision of job and site specific risk assessments and method statements, and the monitoring of compliance to the specified safe systems of work. The Contractor must consult and safely coordinate the work of subcontractors with all other on-site work activities carried out by the Contractors or other the RAU operatives.

A bidder’s tender must clearly identify in response to any question, when it is relying on a sub-contractor, the name of the particular sub-contractor and explain the sub-contractor’s capability and experience as the context of the question requires.

**Terms and Conditions**

The RAU’s standard Terms & Conditions shall apply to any resulting agreement made from this procurement. The RAU strongly prefers that you will accept the Terms & Conditions without alteration. However, the RAU acknowledges that there may be limited instances where an alternation may be considered. Bidders are requested to limit proposed changes to matters which are of serious fundamental concern and these should be clearly set out in tender returns. Any proposed changes after this time will not be considered.

**Modern Slavery Act 2015**

If successful, companies will be required to provide the RAU with a statement as to the steps taken to combat slavery and human trafficking and also request similar statements are sought from primary sub-contractors.

# Part 3 - Specification

The Royal Agricultural University is currently using Salesforce and TargetX as our current CRM solution providing:

* Management of the recruitment process for new and prospective students
* A case management tool for disability and support services
* Reporting of enrolled students
* General communications with current students

Our existing contracts with TargetX and Salesforce expire in June 23 and we are looking to understand the potential for the re-implementation of our CRM service.

The following table provides a list of functionality and performance expected from the system. This should be responded to formally through PART 7 – Method Statement.

Each item is weighted, as follows, to describe how we see its importance.

1. Could have
2. Should have
3. Must have – failure to provide may lead to disqualification

For the purpose of evaluation, we will assess how well each solution meets the requirement. The sum of the products will calculate the overall score for the solution.

|  |  |  |
| --- | --- | --- |
|  | **Specification description** | **Weighting** |
| **1** | **Functional** | **1-3** |
| 1.01 | Contact management, which through links with Quercus and with de-duplication processes in place, creates a single and full record of truth to understand an individual students’ journey. | 3 |
| 1.02 | Has a user-friendly interface, allowing the user to easily access information they need through reports and dashboards as well as individual records. | 2 |
| 1.03 | Facilitates communication with contacts, including email and SMS design, build and send through the system, and maintains a record of all communications that can be seen by users. | 3 |
| 1.04 | Allows the use of campaign structures, which integrate events (including records of attendance) alongside communication campaigns. | 3 |
| 1.05 | Allows use of workflow automations for comms and event management, automatically taking a student along their journey based on pre-set logic. | 3 |
| 1.06 | Campaigns and communications can be monitored for impact, including open and click-through rates. | 3 |
| 1.07 | Allows the use of tasks, which can be automatically and manually assigned to users, with status reporting and automatic reminders for users. | 2 |
| 1.08 | The core users of the system are able to have control over the key features they need to access and use for their role, and processes can be customised to meet user requirements. | 3 |
| 1.09 | Provides a record system not just for students, but also different types of organisations including parents, schools, community groups and recruitment agents. These should have same functionality as students (as outlined here). | 3 |
| 1.10 | Effectively and reliably maintains an automated link with our student record system: Quercus from Ellucian | 3 |
| 1.11 | Capability to move data in and out using API connectivity, bulk import and export mechanisms, and both online and offline data capture forms. | 3 |
| 1.12 | Forms should be built in RAU brand and able to integrate with Drupal for display on our website. Describe how this will be achieved. | 3 |
| 1.13 | Please indicate the capability of your forms product and its core functionality in the areas of:   * Complete addresses based on post code * Pre-populate a form based on knowledge already in the system * Continue with form population continuing from a previous session * ‘Branch’ logic, allowing responses to address different response paths based on answers | 3 |
| 1.14 | Describe how your solution manages compliance with GDPR (UK) and any other relevant guidelines, including the right to be forgotten for a specific individual. | 3 |
| 1.15 | Describe your processes that ensure the ongoing quality of data e.g. de-duplication functionality. | 3 |
| 1.16 | Ability to link with other external systems such as HEAT. | 2 |
| 1.17 | Our internal development capacity is limited – we would like as much ‘out of the box’ functionality as possible. Please describe what is available. | 1 |
| 1.18 | Describe what development, staging and test environments are provided in your core (priced) service and how easy it is to provide further environments. | 3 |
| 1.19 | Ability of solution to support a predictive capacity to identify and focus opportunities to maximise conversion rates? If so please indicate how this works. | 2 |
| 1.20 | Does your solution use apps that are provided by third parties either inclusive or as extra functionality?   * Describe the functionality provided by third party apps * Include as options in the pricing schedule where this is the case. * Describe the relationship that you have with the app providers and how the continuity of functionality is assured | 3 |
| 1.21 | Describe how your solution can integrate with our Student Information System – Quercus from Ellucian to manage marketing and communications processes. | 3 |
| 1.22 | Describe how our existing data set can be imported to support our business process from go-live. | 2 |
| 1.23 | Describe how data quality in our existing system can be assessed for suitability for import and how data quality issues can be mitigated | 3 |
| 1.24 | Describe how a case management system could be provided to track students’ disability support progress. The student record will be provided from our Student Record system. | 3 |
| 1.25 | Describe how a case management system could be provided to track students with wellbeing concerns. | 3 |
| 1.26 | Describe how your system can provide regular and targeted communications to various student groups, drawing student contact information from our Student Record system. | 3 |
| **2** | **Hosting and infrastructure** |  |
| 2.01 | Describe your hosting / infrastructure model describing where your applications and data will be held | 3 |
| 2.02 | Identify the standards that your hosting environment is compliant with e.g. ISO27001 | 3 |
| 2.03 | Identify the levels of continuity and resilience available? | 3 |
| 2.04 | Describe your system monitoring model and expected up-time | 2 |
| 2.05 | Describe if you are able to provide activity logs for upload to our SIEM solution | 2 |
| 2.06 | Describe the protection available to your hosting model to limit cyber and physical attack or compromise | 3 |
| 2.07 | Describe your continuity plans that support service continuity in the event of an outage or service impacting event | 2 |
| 2.08 | Describe what disaster recovery plans are in place to assure recovery from a serious service impacting event | 2 |
| 2.09 | Suitable processes to enable migration of data and content from our existing CRM to your solution. | 2 |
| 2.10 | Describe your data and configuration Backup solution and indicate how it will retain multiple restore points that are immutable. Restore complete and item level, to original or alternative location. | 3 |
| **3** | **Supplier** |  |
| 3.01 | List any certifications that you hold e.g. ISO9001, Investors in People, ISO14000, Cyber Essentials etc. | 2 |
| **4** | **Support** |  |
| 4.01 | Describe your account management model | 2 |
| 4.02 | Describe your standard support model | 2 |
| 4.03 | Describe support channels available e.g. web, phone, chat | 2 |
| 4.04 | Provide a copy of your normal SLA | 2 |
| 4.05 | Describe your fault reporting model and how resolution will be enacted | 2 |
| **5** | **Training** |  |
| 5.01 | Describe training that will be provided within the initial project delivery | 2 |
| 5.02 | Describe how training and knowledge can be accessed after the project e.g. through a knowledge portal | 2 |
| 5.03 | Describe how the user training provided will enable staff to:   * Understand how the CRM data structures underpin successful business processes * Input data cleanly to support effective processes * To use and report data to deliver business processes * To maintain system data that is fit for purpose, accurate and free of duplicates | 3 |
| 5.04 | Describe what technical training will be provided | 2 |
| **6** | **Testing and acceptance** |  |
| 6.01 | Describe your processes for the testing and acceptance of the CRM solution prior to go-live | 2 |

# Part 4 - Evaluation Methodology

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Interpretation** | **Score** |
| Unacceptable | Either no answer is given or the bidders proposals in that area completely fail to meet the RAU’s requirements in the area being measured or do not answer the questions raised. | 0 |
| Very Poor | Significantly fails to meet the RAU’s requirements in the areas being measured so that that there will be very poor delivery of the works/services/supplies. | 1 |
| Poor | Fails to meet the RAU’s requirements in the areas being measured in nearly all aspects so that there will be poor delivery of the works/services/supplies | 2 |
| Unsatisfactory | Meets the RAU’s requirements in the areas being measured in some minor aspects but fails in the majority of aspects so that there will be unsatisfactory arrangements for the works/services/supplies | 3 |
| Moderately Unsatisfactory | Meets the RAU’s requirements in the areas being measured in some minor aspects but fails in the majority of aspects so that there will be only moderately satisfactory arrangements for the works/services/supplies | 4 |
| Satisfactory | Meets the RAU’s requirements in the areas being measured in the majority of aspects but fails in some fundamental aspects so that there will be only satisfactory arrangements for the works/services/supplies | 5 |
| Reasonable | Meets the RAU’s requirements in the areas being measured in the majority of aspects but fails in some aspects so that the works/services/supplies will be delivered in a reasonable way that recognises the needs the RAU and its stakeholders | 6 |
| Good | Meets the RAU’s requirements and standards in the areas being measured well but not completely in some aspects but still so that the works/services/supplies will be delivered well and in a way that is reasonably responsive to the needs of the RAU and its stakeholders | 7 |
| Very Good | Meets the RAU’s requirements and standards in the areas being measured well but not completely in one or two aspects but still so that the works/services/supplies will be delivered well and in a very good way that is responsive to the needs of the RAU and its stakeholders | 8 |
| Nearly Excellent | Meets the RAU’s requirements and standards in the areas being measured almost completely in one or two aspects but still so that the works/services/supplies will be delivered in a nearly excellent way that is responsive to the needs of the RAU and its stakeholders | 9 |
| Excellent | Meets all of the RAU’s requirements in the area being measured in accordance with the Framework Agreement / Contract documents so that the works/services/supplies will be delivered in an excellent way that will be highly responsive to the needs of the RAU and its stakeholders | 10 |

# Part 5 - Scoring Matrix

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Max Points Available** | **Weighting** |
| **Section A – Standard Selection Questionnaire** | | |
| Standard Selection Questionnaire | Pass / Fail or % | N/A |
| **Section B** – **Method Statements** | | |
| Method Statement 1 – See Section 7 | 25 | 75% |
| Method Statement 2 – See Section 7 | 15 |
| Method Statement 3 – See Section 7 | 20 |
| Method Statement 4 – See Section 7 | 15 |
| **Section C** – **Pricing** | | |
| Pricing | 25 | 25% |
| **Grand Total** | | **100%** |

# Part 6 - Standard Selection Questionnaire

**Section 1: Potential supplier Information**

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| **Section 1: Potential Supplier Information** | | |
| --- | --- | --- |
| **Question Number** | **Question** | **Response** |
| 1.1 (a) | Full name of the potential supplier submitting the information |  |
| 1.1(b) – (i) | Registered office address (if applicable) |  |
| 1.1(b) – (ii) | Registered website address (if applicable) |  |
| 1.1(c) | Trading status   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. other (please specify your trading status) |  |
| 1.1(d) | Date of registration in country of origin |  |
| 1.1(e) | Company registration number (if applicable) |  |
| 1.1(f) | Charity registration number (if applicable) |  |
| 1.1(g) | Head office DUNS number (if applicable) |  |
| 1.1(h) | Registered VAT number |  |
| 1.1(i) - (i) | If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established? | Yes / No / N/A |
| 1.1(i) - (ii) | If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s). |  |
| 1.1(j) - (i) | Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement? | Yes / No |
| 1.1(j) - (ii) | If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this. |  |
| 1.1(k) | Trading name(s) that will be used if successful in this procurement |  |
| 1.1(l) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[1]](#footnote-2)? | Yes / No |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[2]](#footnote-3)  - Name;  - Date of birth;  - Nationality;  - Country, state or part of the UK where the PSC usually lives;  - Service address;  - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);  - Which conditions for being a PSC are met;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[3]](#footnote-4)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - Full name of the immediate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - Full name of the ultimate parent company  - Registered office address (if applicable)  - Registration number (if applicable)  - Head office DUNS number (if applicable)  - Head office VAT number (if applicable)  (Please enter N/A if not applicable) |  |

Please note: A criminal record check for relevant convictions may be undertaken for preferred suppliers and the persons of significant in control of them.

**Section 2: Exclusion Grounds (pass / fail)**

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Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

| **Section 2: Grounds for Mandatory Exclusion** | | |
| --- | --- | --- |
| **Question Number** | **Question** | **Response** |
| 2.1(a) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). |  |
|  | Participation in a criminal organisation. | Yes / No  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes / No  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes / No  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes / No  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes / No  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes / No  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to any part of question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 2.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self-Cleaning) | Yes / No |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes / No |
| 2.3(b) | If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |  |

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

| **Section 3: Grounds for Discretionary Exclusion** | | |
| --- | --- | --- |
| **Question Number** | **Question** | **Response** |
| 3.1 | **Regulation 57 (8)**  The detailed grounds for discretionary exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. |  |
| 3.1(a) | Breach of environmental obligations? | Yes / No  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes / No  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes / No  If yes please provide details at 3.2 |
| 3.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes / No  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes / No  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes / No  If yes please provide details at 3.2 |
| 3.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes / No  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes / No  If yes please provide details at 3.2 |
| 3.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes / No  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes / No  If Yes please provide details at 3.2  Yes/ No  If Yes please provide details at 3.2  Yes / No  If Yes please provide details at 3.2  Yes / No  If Yes please provide details at 3.2 |
| 3.2 | If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) |  |

| **Section 4: Additional Questions** | |
| --- | --- |
| **Insurance** | |
| 4.1 | Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:  Yes / No  Employer’s (Compulsory) Liability Insurance = £5m  Public Liability Insurance = £5m  Professional Indemnity Insurance = £5m  \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. |

# Part 7 - Method Statements

Bidders are required to respond to the questions and method statements set out below in the spaces provided using a maximum of 1500 words for each question. Your responses should be clear, concise using bullet points were appropriate.

Should the bidder not achieve a minimum score of 50% in this section no cost assessment will be undertaken and the tender shall be automatically discounted.

|  |  |
| --- | --- |
| **Method Statements** | |
| 1 | Please detail how you would fulfil the tender specification (part 3 - see above).  Please include the question with your response. A separate document may be used. It is understood that the response to this section will be over 1500 words but should be limited to less for each component response. |
| *Response*  Can be provided as a separate document. |
| 2 | Please provide at least 3 case studies that demonstrate how you have fulfilled similar requirements.  Please also provide at least 3 reference contacts from customer’s who are using your product. Including:   * Date on which the contract started * Scope of CRM provision * Name of institution * Contact name and details |
| *Response* |
| 3 | Please provide a detailed project plan showing how your solution could be implemented. This should include:   * Tasks and timing * Resources that will be deployed from your team * The skills and resources required from the RAU teams * An indication as to how you will assure governance of the project and its effective delivery   Please note that our current contract will close in June 2023. |
| *Response* |
| 4 | Please indicate the factors that you consider to be important in assuring the success of a CRM solution in the RAU and how we could be organising our teams to deliver successful CRM enabled services.  Please also indicate how you would be able to support our ongoing CRM delivery. |
|  | *Response* |

# Part 8 - Pricing

All prices given should be exclusive of VAT and should be fully inclusive of all costs required to undertake all the services ordered through the contract. Prices will remain firm for the contract period.

SECTION 3

TENDER FORMS

Form of Tender

*TO BE COMPLETED BY THE BIDDER*

TO: The Royal Agricultural University, Stroud Road, Cirencester, GL6 7JS

FROM: [Company name]

DATE: [Tenderer to insert date]

PROVISION OF: [ ]

Having examined and fully understood the ITT (and all other documentation issued by the RAU in connection with this tender project), I/We hereby offer to provide the services detailed in the Specification of Requirements at the prices shown [in our Tender Response / below]:

|  |  |  |
| --- | --- | --- |
|  | IN FIGURES | IN WORDS |
| TOTAL | £ |  |

I/We understand you are not bound to accept the lowest or any tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

I/We understand that this tender submission shall remain open for acceptance by the RAU for a period of 120 days after the due date for return of tenders. Unless and until a formal Contract is prepared and executed this Tender together with your written acceptance thereof shall constitute a binding Contract between us.

*I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out in the Invitation to Tender.*

|  |  |
| --- | --- |
| Signature: |  |
| Position: |  |
| Date: |  |

It must clearly be shown whether the Tenderer is a Limited Company, Statutory Corporation, Partnership, or Single Individual, trading in their own or another name, and also if the person signing is not the actual Tenderer, the capacity in which they sign or are employed.

Non-Collusive Tendering Certificate

I/We declare that:

1. This is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreement or arrangement with any other person.

2. I/We have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

a communicating to a person other than the person calling for those quotes the amount or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.

b entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.

c offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above. We acknowledge that if we or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the RAU may cancel the contract and recover all costs and losses.

In this certificate, the word ‘person’ includes any persons or anybody or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

|  |  |
| --- | --- |
| Signature: |  |
| Position: |  |
| Company: |  |
| Date: |  |

**Refusal to give this declaration and undertaking means that your tender will not be considered.**

Conflict of Interest Declaration

The RAU’s Finance Regulations require that we carry out checks on all companies who are shortlisted for contracts with the RAU to identify conflicts of interest.

Please complete both parts of this form and sign even if there is no declaration to make

**Section 1:**

|  |  |
| --- | --- |
| First name: |  |
| Surname: |  |
| Procurement Exercise |  |

**Section 2:**

Please declare whether any persons involved in the preparation of this tender have a working or personal relationship with a Director or staff member of the RAU or student. (Personal relationships include family members and friends).

|  |
| --- |
|  |

If you are in any doubt about whether a conflict of interest occurs, please note this on this form.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Health and Safety Declaration

To: The RAU

I / we [insert name of authorised signatory…………………….] confirm that [insert full name of applying organisation…………………….]:

* shall follow and comply with current Health and Safety legislation and approved codes of practice relating to the specified contractual undertaking
* shall ensure that all persons required to perform work are competent to carry out what is asked of them;
* shall ensure that safe and healthy working conditions are provided to all employees and sub-contractors;
* shall take all necessary and appropriate action to ensure the safety of all others, occupiers of properties and the general public etc;
* shall co-operate with all others within the working environment and are required to have an interest in Health and Safety.

Signed: ……………..………………………….

Name: [print name …………………………..]

Position: [print position within organisation ………….…]

Date: [insert date …………………………..]

# Diversity, Equality & Inclusion Declaration

To: The RAU

I / we [insert name of authorised signatory…………………….] confirm that [insert full name of applying organisation…………………….]:

* shall follow and comply with the Equality Act 2010 and Human Rights Act 1998 legislation and approved codes of practice relating to the specified contractual undertaking
* shall ensure that all persons required to perform work are competent to carry out what is asked of them;
* shall ensure that insight and an understanding of who the RAU’s customers are, is provided to all employees and sub-contractors;
* shall take all necessary and appropriate action to ensure no discrimination, harassment or victimisation occurs of the occupiers of properties, the general public and other staff etc;
* shall have an understanding of what is expected of them under the RAU’s diversity, equality & inclusion strategic framework.
* shall pass on information on vulnerabilities and safeguarding through the RAU’s appropriate channels using the RAU’s processes

Signed: ……………..………………………….

Name: [print name…………………………..]

Position: [print position within organisation.…]

Date: [insert date…………………………..]

Contact Information

Name of person to whom any

queries relating to this tender

should be addressed

Telephone

Email

Organisation Name

Address

Assumptions

Please include here any assumptions you have made or information to support your bid.

|  |
| --- |
|  |

1. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-2)
2. UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-3)
3. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-4)