

 the Manchester Growth Company

Temporary Staff Agency Framework

Document A
Invitation to Tender and Requirements

May 2016



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1.0 Letter of Invitation

Dear Sir/Madam

Invitation to Tender for the Provision of Temporary Staff

You are hereby invited to submit a tender for the above services.

The Invitation to Tender contains Instructions and Information for Tendering, Specification of Requirements, Supplier Questionnaire (including Form of Tender and Pricing Schedule), and Manchester Growth Company Limited Contract Conditions.

If you wish to submit a tender, you are required to return two hardcopy proposals and one electronic version on CD or DVD of your proposal, clearly marked as such. Please note memory sticks are not accepted. Please do not email your tender response, as any submissions received by email will be rejected.

Please note that if it is found that there is discrepancy between the hardcopy version and the electronic version, the hard copy version will take precedence.

Tender submissions must clearly display the Tender Label included in the Tender Pack and be returned by 16:00 on Thursday 26th May 2016.

Envelopes should not identify your business in any way and failure to fix the label to the return envelope will result in your tender being returned to your company without being considered for evaluation.

All submissions are time stamped and any submissions received after this time will not be accepted.

If you have any questions about this tender or its process, please email them to: agencytender@manchestergrowth.co.uk

We look forward to receiving your tender response.

Yours faithfully,

Manchester Growth Company

2.0 Introduction

2.1 Document Pack

The purpose of this document is to set out the application procedure for service providers who wish to tender for the opportunity titled on Page 1 of this document.

On receipt of the Invitation to Tender (“ITT”), bidders should read all of the tender documents listed below. If you believe that any of these have not been provided to you then please contact: agencytender@manchestergrowth.co.uk

The ITT document pack includes:-

| | |
|--------------------|---|
| Document A | (this document) – Invitation to Tender and Requirements |
| Document B | Written Tender Response for Organisation/ Company |
| Document C | Pricing Schedule |
| Document D | The Manchester Growth Company Standard Terms and Conditions |
| Document D1 | Service Level Agreement |
| Document E | Form of Tender |
| Document F | Q&A Document (this is a live document posted on the website please ensure that you check the website for updates) |
| Document G | Financial Assessment Form |
| Document H | Tender label |

All documents are available to download at: [Contract Finder website](#)

Please note that Document F, the Q&A document is a live document that will be updated on the website on a regular basis. **It is your responsibility to ensure that you check this frequently as it may contain information of material significance which is critical to the submission of your tender.**

2.2 Procurement Timescales

The following table identifies the expected timeline for the remainder of the sourcing exercise:-

| Activity | Timing |
|-------------------------------|---|
| Invitation to Tender Issued | Thursday 5 th May |
| Tender Queries Deadline | 16:00, Wednesday 18 th May |
| Tender Deadline | 16:00, Thursday 26 th May |
| Tender Scoring and Analysis | Completed by 10 th June |
| Interviews | w/c 27 th June, 4 th July and 11 th July |
| Award Notification | 22 nd July |
| Envisaged Contract Start Date | 1 st August |

It is envisaged that no further amendments will be made to the timeline however all bidders will be notified if any amendments are made.

2.3 Introduction to the Manchester Growth Company

The Manchester Growth Company (MGC) is a group of companies whose purpose is to drive forward Greater Manchester's economic development. MGC is accountable to the GM Combined Authority (GMCA) and the GM Local Enterprise Partnership (LEP).

MGC is an economic development strategy-driven and commercially-focussed organisation which reinvests any surpluses to achieve its aims.

MGC deliver a wide range of business and people-facing services across the North of England and the East Midlands. These include

- Business start-up, business growth, inward investment, business finance, and international trade services
- Skills training for individuals and businesses
- Organisational Development services
- Recruitment and employment services
- Careers advice and guidance
- Policy, strategy and research
- Visitor attraction services.

MGC is made up of the following companies

| Company name | Trading name for invoicing purposes if different |
|---|--|
| Economic Solutions Limited | Manchester Growth Company/MGC |
| Marketing Manchester | |
| GM Business Support Limited | GM Business Support |
| ChamberLink Limited | Business Support Solutions |
| The North West Apprenticeship Company Limited | NWAC |
| Challenge 4 Change Limited | Challenge 4 Change Trading Limited |
| IDG | Improvement Development Growth Limited |
| CfA | Centre for Assessment Limited |
| IQC2 Limited | IQC2 Limited |
| Better Choices Limited | Careers Solutions |
| The Skills Company, The Work Company | Skills and Work Solutions Limited |
| Employment and Regeneration Partnership Limited | |
| The Enterprise Fund Limited | BFS or Business Finance Solutions |
| BFS Funding Managers Limited | |
| BFS NWF General Partner Limited | |
| NWF (Micro Loans) LP | |

In addition the following companies are to be included in the agreement and are deemed to be MGC Group companies for its purposes:

| Company name | Trading name for invoicing purposes if different |
|--|--|
| Manchester Investment and Development Agency Service Limited | MIDAS |
| Commission for the New Economy Limited | New Economy |

Where agencies do not win a specific lot they will be unable to provide services to the MGC Group companies that relate to those lots.

Funding of MGC comes in part from public funding streams, e.g. European Regional Development Fund (ERDF). The delivery of support under such funding agreements requires MGC to comply with public procurement guidelines. As a result this tender is designed to

enable companies within the group under these obligations to demonstrate compliance with these guidelines and ensure value for money.

Further information regarding the Manchester Growth Company can be found at the MGC website <http://www.manchestergrowth.co.uk>

3.0 Contract Details

3.1 Scope of Tender

3.1.1 General Requirement

The Manchester Growth Company (MGC) wishes to appoint a panel of agencies for the provision of quality temporary staff for short/medium term assignments and permanent contracts for use by it and its Group companies as well as Manchester Investment and Development Agency Services Limited and Commission for the New Economy Limited (together “the MGC Group”).

The appointment to the panel will be by means of competitive tender. The MGC Group requires confirmation that your organisation has sufficient experience to perform the contract to an appropriate quality standard.

The MGC Group invites tenders for the supply of temporary staff on an ad-hoc basis or permanent staff. The contract will be broken down into specific lots and tenderers may bid for one, more than one or all lots.

3.2 Framework Lots

This Framework Agreement shall comprise of the 10 lots listed below and bidders may apply for as many or as few lots as they wish.

| | |
|--------|--|
| Lot 1 | Welfare to Work including Recruitment, Employment and Training, Justice and Rehabilitation. |
| Lot 2 | Education & Skills including Assessors, Trainor’s, Tutors, Teachers (including HE), School Liaisons, Skills, Apprenticeships. |
| Lot 3 | Business support and administration including PA, Company Secretary, Receptionist, Administrators, Customer Services, Contracts, Procurement, Performance, Analysts, Project managers, Auditors, Systems and MI, Sales, IIP. |
| Lot 4 | Investment and Loans including Business Advisors, Start up Business Loans, Business Grants/Funding. |
| Lot 5 | IT including Technical, Development, Infrastructure. |
| Lot 6 | Facilities including Maintenance, Premises, Catering/Chef/Cook. |
| Lot 7 | Human Resources. |
| Lot 8 | Finance including Payroll, Credit Control |
| Lot 9 | Health & Safety. |
| Lot 10 | Marketing including Events, Communications, Social Media, Digital Media. |
| Lot 11 | Trade including industrial, Automotive, Engineering. |

3.3 Duration

The contract period will be 24 months, with an option, to extend for an additional 1 year period

3.4 Contract Stipulations

Any contract arising from the Tender (the Contract) will be between the relevant MGC Group company, (i.e. the company to whom staff are supplied by the Agency), and the Agency

By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

This and the supporting Tender documentation are not a commitment to purchase by the MGC Group. A commitment to purchase will only be made when an order is given in writing by a manager from an MGC Group company.

The appointed panel of Agencies will be made known to MGC Group companies and each company will be free to choose any Agency from the panel that best suits their needs. It is therefore anticipated that those Agencies from the panel that provide the best quality service will be most likely to achieve higher volumes of business.

For the avoidance of doubt, the MGC Group companies will be able to purchase the services from Agencies other than the contracted panel of Agencies where an MGC Group company feels that such an Agency can deliver better value for money. However, MGC will endeavour to highlight such circumstances to the Agencies as soon as possible to minimise this from happening.

MGC operates a devolved budgetary system, whereby each MGC Group company is responsible for its own expenditure and the placing of purchase orders. Each MGC Group company will be required to submit a purchase order for individual requirements which should clearly state the staff required, start/end dates (if applicable). The Agency should ensure that they have sufficient information from the relevant MGC Group Company to be able to place the most suitability qualified and experienced staff into the position.

Invoices are to be sent to the MGC finance team and will not be paid without a valid purchase order number. MGC shall pay the Agency within 60 days of receipt of each valid invoice. Payment will be by way of BACS and will consist of payment of many invoices from various ordering points. If, for whatever reason invoices have not been paid within 60 days, the Agency will chase payment of the outstanding debt direct with the finance team within MGC. However, if the debt becomes significantly overdue, the recruiting manager will assist in the recovery of the debt.

The details of the Agency's service/admin fee must be fixed for the duration of the Contract, together with any administration fee. Preferably this should be a rate per hour for temporary recruitment and a fee or percentage of salary for permanent recruitment but the Agency should detail any initiative to reduce overall costs to the MGC Group. The details of your fees should be inserted to Document C and returned with your application.

Meetings between the Agency and the Human Resources representative will take place annually to discuss quality of service, resolve any problems/issues and the presentation of management information. Any issues or concerns between these arranged meetings will be discussed and dealt with as required, where necessary additional meetings will be arranged.

The Agency will notify the Human Resources representative as soon as any operational changes occur that are likely to affect the working of the Contract.

The MGC Group will not be liable for any introduction fee for temporary staff subsequently taken on by the MGC Group into permanent roles, once the temporary staff have been employed for a period of 12 weeks or longer, where such staff have subsequently secured a position within another MGC Group company or for a different job role in the same MGC Group company through a bona fide application process.

Candidates put forward for consideration for temporary and permanent positions must meet the minimum criteria as specified by the recruiting manager when placing the booking.

3.5 Terms and Conditions

A copy of the proposed Contract Terms is provided in Document D and Service Level Agreement in Document D1. Please note that bidders are required to provide confirmation in the Form of Tender that they accept the terms of the Contract and that this has been approved by Directors or Partners, insurers and legal advisors as required.

If any bidder has any queries regarding the terms of the agreement then these should be clarified in writing prior to submission of tenders.

3.6 Subcontracting

Where information is requested by The Manchester Growth Company in respect of your organisation on an on-going or ad-hoc basis, in the case where sub-contractors are used by your organisation, you will be required either to provide this on their behalf or they (the nominated sub-contractors) shall be required to provide this directly to the MGC Group Company.

3.7 Overview of the Process

MGC has elected to utilise a fully open single stage tender process, and all bidders are invited to submit a tender for this opportunity. Only those meeting MGC's Suitability Assessment requirements, however, will be eligible to have their tender assessed in full as set out below:-

1. Minimum Suitability Assessment (Sections 1-7 in Document B – Written Tender Response)

This is to assess tenderers against minimum standards with respect to economic and financial standing and technical capacity.

2. The full Written Tender Response (Section 8 in Document B – Written Tender Response and documents C, E and G)

The full Written Tender Response is only assessed for those bidders who have passed the minimum standards questions and who will then be assessed on the deliverability and competitiveness of their submitted responses. The Written Tender Response allows for the following:

- Enables MGC to assess the competitiveness of each applicant's service provision;
- Any clarifications on bidders' responses can be assessed at the time of submission, and included within the evaluation. Bidders should note that the deadlines for responses to clarifications may be short, but must be met; and
- Ensures MGC can assess the overall strategic fit of the applicant with their aims and objectives.

The Written Tender Response will be evaluated on the basis of M.E.A.T, the 'Most Economically Advantageous Tender', i.e. as per the Public Contracts Regulations 2015), based on the criteria listed in Section 4.5.

4.0 Tender Submission and Evaluation

4.1 Instructions for Submission and Deadline

This section sets out the documents that you will need to complete in order to submit a tender. It is essential that you read this section carefully and also all of the tender documentation and that you ensure that, when submitting your tender, all of the required information requested is provided.

Any tender that has not been submitted in line with the instructions provided may be deemed to be non-compliant and will not be evaluated.

Bidders are required to initially submit:

1. A Written Tender Response (Document B)
2. A Pricing Matrix (Document C)
3. Form of Tender (Document E)
4. Financial Assessment Form (Document G)

All submissions must be in Arial font, size 11pt and in line with the instructions detailed in the “Letter of Invitation” (Section 1.0) of this document

MGC does not acknowledge receipt of tender documents and accepts no responsibility for loss or non-receipt of applications.

4.2 Freedom of Information

The Manchester Growth Company is committed to meeting its legal responsibilities under the Freedom of Information Act 2000 (the “Act”). Accordingly, all information submitted to a public authority may need to be disclosed by the public authority in response to a request under the Act. The Manchester Growth Company may also decide to include certain information in the publication scheme which it maintains under the Act.

If a bidder considers that any of the information included in their tender is commercially sensitive, it should identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

Bidders should be aware that, even where they have indicated that information is commercially sensitive, The Manchester Growth Company may be required to disclose it under the Act if a request is received.

Bidders should also note that the receipt of any material marked ‘confidential’ or equivalent by The Manchester Growth Company should not be taken to mean that The Manchester Growth Company accepts any duty of confidence by virtue of that marking.

4.3 Queries and Support

If you have a query which has not been addressed by this document or the supporting documentation, please submit a question via agencytender@manchestergrowth.co.uk

Please ensure any question has the following in the Subject:

TENDER CLARIFICATION QUESTION- TEMP STAFF FRAMEWORK

Emailed questions that do not contain this information in the subject heading will not be answered.

In order to ensure that responses to all queries can be published in advance of the tender deadline, we ask all bidders to submit queries by the date stated for “Tender Queries Deadline” in 2.2 of this document. Any questions received after this date may not be answered.

To ensure equality of treatment amongst all participants any relevant clarification responses will be made available to all bidders at [Contract Finder Website](#) in a Q&A document (Document F) that will be updated and uploaded on a regular basis.

Publication of the questions is subject to the material significance of the question. Questions which relate to bidders' commercially sensitive information, or are directly applicable to one applicant, shall be suitably censored prior to publication, to retain anonymity, but bidders must explain and justify why the information is regarded as commercially sensitive; the presumption which The Manchester Growth Company will apply is that it is not.

Bidders should note that the clarification questions and answers form part of the ITT supporting documentation.

4.4 Word Limits

Within the Document B - Written Tender Response, a number of questions state a maximum word count and the answer to these questions must be limited to the maximum number of words indicated. Please note that any content which exceeds this word limit in respect of each question will not be scored and will be disregarded when evaluating the Tender Response.

Appendices, charts, diagrams or screenshots may be included but count towards the total word limit (unless stated).

The evaluation team will not consider any references to external sources/hyperlinks referenced in your bid.

4.5 Evaluation of Tenders

Following the submission deadline, tenders will be evaluated by a scoring team comprising representatives of The Manchester Growth Company.

Bidders may be required to clarify aspects of their submission in order to ensure that they have understood the specification requirements. Bidders will be contacted individually regarding any such clarifications. Please note that the deadlines for clarification responses may be short, but must be met in order that submissions can be included within the evaluation process.

Tenders will be subject to a staged evaluation process as follows:

4.5.1 Stage 1: Initial Screening Assessment

Each submitted tender will be subject to an initial screening assessment to confirm that:

- The tender has been submitted on time, is completed correctly, is materially complete and meets the Suitability Assessment (Minimum Standards) requirements of this Invitation to tender to enable it to be evaluated in accordance with the evaluation criteria;
- The bidder has not contravened any of the terms and conditions of the tender process either provided in the Public Contracts Regulations 2015 and/or this Invitation to Tender.

Tenders that are not substantially complete or which are non-compliant with the requirements of the Invitation to tender will be rejected at this stage.

4.5.2 Stage 2: Suitability Assessment (Minimum Criteria)

There are a number of criteria which must be satisfied in order for an applicant to be eligible to proceed to the capability / quality evaluation stage. The completed Suitability Assessment questions (Document B Written Tender Response) will be evaluated first and scored on a pass or fail basis.

| Category | Criteria | Section Weighting |
|------------------------|---|-------------------|
| Suitability Assessment | 1. Company Background | Information Only |
| | 2. Mandatory and Statutory Requirements | Pass/Fail |
| | 3. Economic and Financial Standing | Pass/Fail |
| | 4. Quality Assurance | Pass/Fail |
| | 5. Equality and Diversity | Pass/Fail |
| | 6. Environmental and Sustainability | Pass/Fail |
| | 7. Contract Delivery | Pass/Fail |

4.5.3 Stage 3: Quality and Price Evaluation

Tenders which are successful following the initial screening assessment will be subject to a detailed evaluation in accordance with the evaluation criteria and weightings set out below:-

| Criteria | Weighting |
|---|-------------|
| Charges for the services to be provided | 40% |
| Range and quality of the services available to fill The MGC's existing and possible future needs | 20% |
| Ability to support The MGC in it's commitment to raising skill levels in the local community by enabling local residents to access temporary or permanent positions | 10% |
| Knowledge and experience of the sectors within The MGC | 10% |
| Proposals for an added value service provision (i.e. innovative proposals to increase the service or value for money offering) | 10% |
| Management information and reporting arrangements | 10% |
| Total | 100% |

i) Quality Evaluation

Responses to each of the written tender questions (**see Document B, Section 8**) will be scored by the evaluation panel out of a maximum of five marks, using a standard method of scoring as set out in the table below:

| Classification | Score | Scoring Guidance |
|----------------|-------|--|
| Exceptional | 5 | Addresses the majority of the requirements at a very high level. |
| Above Average | 4 | Addresses most of the requirements at a high level. |
| Average | 3 | Addresses some of the requirements at a high level. |
| Below Average | 2 | Addresses some of the requirements at a basic level. |
| Poor | 1 | Does not address / barely addresses the requirements. |

| Classification | Score | Scoring Guidance |
|----------------|-------|---|
| Unacceptable | 0 | Does not meet requirements / no response. |

Any Bidder scoring either a 0 or 1 for any quality questions will be excluded from the process.

Please do not make references to other questions within your submission or other documentation/external sources of information.

Guidance for completing this section can be found in Appendix 2 of this document.

During the evaluation of quality submissions, The Manchester Growth Company reserves the right to call for further information or clarification from bidders, as appropriate to assist in its consideration of their tender. In addition, The Manchester Growth Company reserves the right to exclude from the tendering process any organisation that is found to have provided false information or has misrepresented themselves during the tender process.

ii) Price Evaluation

Details of the pricing framework are presented in **Document C**.

The allocation of scoring is as follows:-:

| | |
|-------------------------------------|-----|
| Section A Temporary Staff | 20% |
| Section B Permanent Staff | 15% |
| Section C Recruitment of Temp Staff | 5% |

Evaluation of the submitted pricing for each Lot will be as follows

Section A:

- a) A score shall be calculated by reference to the lowest day rate submitted.
- b) This lowest day rate will be given a points score of 100 and all other day rates will be awarded scores relative to that cost using the following formula:
Score = (Lowest Submitted Day Rate ÷ Bidder Tender Day Rate) x 100.
- c) The score will then be weighted to give a resultant score out of 20% for the section

Section B:

- a) The % Fee is added up and divided by 5 to give the average percentage. In the case of the fixed fee, the percentage is worked out by calculating the % based on the top of the band for each of the categories and an average taken.
- b) This lowest % will be given a points score of 100 and all other average % scores will be awarded scores relative to the % using the following formula:
Score = (Lowest Submitted % ÷ Bidder Tender % score) x 100.
- c) The score will then be weighted to give a resultant score out of 15% for the section

Section C:

- a) A score shall be calculated by reference to the lowest fixed fee rate submitted.
- b) This lowest rate will be given a points score of 100 and all other rates will be awarded scores relative to that cost using the following formula:
Score = (Lowest Submitted Rate ÷ Bidder Tender Rate) x 100.
- c) The score will then be weighted to give a resultant score out of 5% for the section

4.6 Interviews

The Manchester Growth Company reserves the right to hold clarification interviews if required.

The five highest scoring bidders for each lot will be invited and bidders selected for interview will be informed in writing.

Those chosen for interview will be asked to give a presentation based on a scenario question and this will score an additional 20 marks which will be added to the tender score.

The interview will be not be scored but used to moderate your scores by clarifying information provided in your company's bid.

4.7 Contract Award

4.7.1 Following completion of the evaluation process above, scores will be collated and ranked. The three highest ranking bidders for each Lot will be selected for the framework for that particular Lot.

4.7.2 If 2 or more bidders finish equal and will result in putting more than the required number of bidders awarded on a particular Lot on the framework, the bidder with the lowest price will win the tie.

4.7.3 All bidders will be informed of the award decisions in writing (via email).

5.0 Social Value

5.1 GMCA Social Value Policy

The Manchester Growth Company has adopted the principals set out in the [GMCA Social Value Policy](#) and aims to deliver social value through our commissioning and procurement activities.

Social Value is defined in the above policy as follows:

‘A process whereby organisations meet their needs for good, services, works and utilities in a way that achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and economy, whilst minimising damage to the environment.’

5.2 Objectives

The objectives of this policy are as follows:

- promote employment and economic sustainability – tackle unemployment and facilitate the development of skills
- raise the living standards of local residents – working towards living wage, maximise employee access to entitlements such as childcare and encourage suppliers to source labour from within Greater Manchester
- promote participation and citizen engagement - encourage resident participation and promote active citizenship
- build the capacity and sustainability of the voluntary and community sector – practical support for local voluntary and community groups
- promote equity and fairness – target effort towards those in the greatest need or facing the greatest disadvantage and tackle deprivation across the borough
- promote environmental sustainability – reduce wastage, limit energy consumption and procure materials from sustainable sources.

5.3 Values

MGC Group companies have a set of values and behaviours which its staff and any temporary staff engaged with the Group companies will be expected to work towards. These values and behaviours are:

- Make a positive difference
- Stronger together
- Empower people
- Do the right thing
- Build on success

MGC would expect any companies with whom we do business or receive services from to show an understanding and commitment to assisting the MGC Group companies to work towards its Corporate Social Responsibility and Values.

5.4 Equality & Diversity

The MGC Group companies are equal opportunity employers. The MGC Group supports the principle of equal opportunities in employment. In complying with the Equality Act 2010, the MGC Group opposes all forms of unlawful or unfair discrimination on the grounds of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity. The MGC Group Company will ensure that individuals are treated equally and fairly and that decisions on recruitment, selection, training, promotion and career management are based on objective criteria.

The MGC Group aims to create a culture of diversity within its community, and is committed to providing an environment free from direct or indirect discrimination, harassment or victimisation where all staff are treated with respect and dignity. We expect any Agency with whom we do business to comply with statutory obligations under the Equality Act 2010 and display appropriate practices of not treating any group of people less favourably than others in relation to recruitment, remuneration, training and promotion.

As part of this commitment we require all tenderers to complete the Equality and Diversity questions as part of any submission for the MGC Group's panel of Agencies. Failure to complete this section in full or complete it satisfactorily may result in disqualification from a tender.

Where equality issues are a core requirement of the contract they may form a specific part of the evaluation criteria. Where this is the case it will be given due importance and will be clearly highlighted.

6.0 Additional Tender Conditions

- i) All responses to this Invitation to Tender must be in English.
- ii) Bidders are responsible for obtaining all information necessary for the preparation of their tender submission. Whilst The Manchester Growth Company will use its best endeavours to see that all information provided is truthful and accurate, bidders must satisfy themselves as to the accuracy of any information provided by The Manchester Growth Company, and The Manchester Growth Company do not accept any liability whatsoever for any loss or damage caused or arising from or in consequence of the use of such information;
- iii) All costs and expenses associated with applying for this opportunity shall be the responsibility of the applicant, without recourse to The Manchester Growth Company, and neither The Manchester Growth Company nor any of its representatives will be liable in any way to any applicant or other person for any costs, expenses or losses incurred by any applicant or other person in connection with this bidding process;
- iv) The Manchester Growth Company has the right to discontinue with this sourcing exercise at any time and not award any contract, and shall notify bidders accordingly;
- v) The Manchester Growth Company shall not be legally bound to any organisation until the resulting contract has been agreed and signed by all stakeholders.
- vi) The bidder must not inform anyone else of their tendered price. The only exception is where the bidder is required to obtain an insurance quotation to calculate the tender price; then the bidder may give details of their bid to the insurance company or brokers, if requested;
- vii) Bids shall remain open for acceptance for a minimum of 90 days;
- viii) The bidder must not try to obtain any information about any other party's tender or proposed tender before the contract is awarded;
- ix) All elements of tender submission, including responses to clarifications, will form the basis of the contractual arrangement with The Manchester Growth Company;
- x) Where invoices will be rendered by, or payments made to, an entity whose title differs in any respect from the title in which the tender is submitted, full details must be provided in a letter accompanying the tender. Successful bidders who fail to provide this will experience non-payment of their invoices;
- xi) Bidders should note that The Manchester Growth Company is not bound to accept any tender submission under this tender and reserves the right at its absolute discretion to accept or not accept any tender submission or part of any tender submitted under this Invitation to Tender.
- xii) Bidders should note that, in respect of the tender and award of the contract, during this tender process they should not contact any of the Manchester Growth Company respective Board Members, Senior Managers, employees or advisers or any part of the Economic Solutions Limited Group, or third parties connected to the GM Business Support or any advisers to this procurement, outside of the process outlined within this document.

Appendix 1: Supplier Details and Suitability Assessment – Guidance for Completion

Only those who pass the Suitability Assessment questionnaire element and therefore are able to meet The Manchester Growth Company’s minimum standards shall be eligible to have their tender evaluated in full and in line with the Overall Contract Award Criteria specified. Responses should be captured in Document B by each applicant organisation/ company.

1. Supplier Details and Suitability Assessment

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|---------------------------------|-----------------|---|--|--------------------|
| Section 1 Company Background | 1.1 | Please provide the Registered Company Name and Address of your organisation. (This should be the full company name as it would appear within the contractual documentation if successful) | Name Address | Information Only |
| | 1.2 | Please confirm the key contact for this project on-going including name, email address and direct telephone number. | Name Email Telephone | Information Only |
| | 1.3 | Please confirm the email address to be used for any communications with regard to this tender offer. | Email Address | Information Only |
| | 1.4 | Please provide the Name, Email Address and Telephone Number for the following contacts (or equivalents): Managing Director Contracts Manager Finance Director | Name Email Telephone | Information Only |
| | 1.5 | Is your organisation a Small to Medium Enterprise (SME) as defined in Section 382 & 465 of the Companies Act (2006)? | Yes/No | Information Only |
| | 1.6 | Is your organisation a: | PLC; Limited Company; Sole Trader; Partnership; Other. | Information Only |
| | 1.7 | If other, please specify. | Free Text | Information Only |
| | 1.8 | If operating as a Partnership please state the number of Partners. | Free Text | Information Only |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|---|---|--|------------------|--|
| | 1.9 | If your organisation is a member of a group of companies, please provide further details on the holding company, and details of the organisations which make up your group. (maximum response 250 words) | Free Text | Information Only |
| | 1.10 | Please provide the date your organisation commenced trading. | Free Text | Information Only |
| | 1.11 | Please provide your Company Registration Number. | Free Text | Information Only |
| | 1.12 | Please provide your VAT Registration number. | Free Text | Information Only |
| | 1.13 | Please select either a or b and answer as applicable; a) Your organisation is bidding to provide all the services required b) Your organisation is bidding in the role of Prime Contractor and intends to subcontract some of the services to third parties to deliver the services | a or b | Information Only |
| | 1.14 | If your answer to above is (b), please identify all intended subcontractors stating clearly; Organisation name, address and contact details as well as service provision responsibility and details of legal arrangements between partners. If yes, please provide details below of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Free Text | Information Only |
| Section 2 Mandatory and Statutory Requirements | Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? | | | |
| | 2.1 | - conspiracy within the meaning of section 1 or A1 of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime; | Yes or No | If an Organisation answers Yes to any of the statements, the Manchester Growth Company shall disqualify that Organisation from the process at this point in the evaluation, pending consideration of the self-cleaning statement in 2.18 This information will be used to |
| | 2.2 | - corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; | Yes or No | |
| | 2.3 | - the common law offence of bribery; | Yes or No | |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|----------------|-----------------|---|------------------|--|
| | 2.4 | - bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983; | Yes or No | <p>determine whether suitable measures have been implemented to rectify the situation and prevent future reoccurrence. If your organisation was at fault and suitable action not taken - automatic exclusion.</p> <p>Information to be reviewed by MGC Tender Panel.</p> |
| | 2.5 | <p>- any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:</p> <ul style="list-style-type: none"> (i) the offence of cheating the Revenue; (ii) the offence of conspiracy to defraud; (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act | Yes or No | |
| | 2.6 | <p>any offence listed—</p> <ul style="list-style-type: none"> (i) in section 41 of the Counter Terrorism Act 2008; or (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; | Yes or No | |
| | 2.7 | any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); | Yes or No | |
| | 2.8 | money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime | Yes or No | |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|----------------|-----------------|---|------------------|--------------------|
| | | Act 2002; | | |
| | 2.9 | an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; | Yes or No | |
| | 2.10 | an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; | Yes or No | |
| | 2.11 | an offence under section 59A of the Sexual Offences Act 2003; | Yes or No | |
| | 2.12 | an offence under section 71 of the Coroners and Justice Act 2009 | Yes or No | |
| | 2.13 | any other offence within the meaning of Article 57(1) of the Public Contracts Directive— (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. | Yes or No | |
| | 2.14 | Has your organisation fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant state in which your organisation is established? | Yes or No | |
| | 2.15 | Has your organisation fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant state in which your organisation is established? | Yes or No | |
| | 2.16 | Has your organisation been found guilty of serious misrepresentation in providing any information referred to within the Public Contracts Regulations 2015, or has not provided such information in response to a request by a contracting authority? | Yes or No | |
| | 2.17 | Is your organisation ineligible to work in the UK? | Yes or No | |
| | 2.18 | Any Supplier that answers ‘Yes’ to questions 2.1 -2.17 should provide sufficient evidence, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the authority in each case. | Free Text | |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|--|-----------------|--|--|-----------------------------|
| | | <p>If such evidence is considered by The Manchester Growth Company (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.</p> <p>In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;</p> <ul style="list-style-type: none"> • paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct; • clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and • taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct. <p>The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by The Manchester Growth Company to be insufficient, the Supplier shall be given a statement of the reasons for that decision.</p> | | |
| Section 3 Economic and Financial Standing | 3.1 | Please confirm if you currently have, or are willing to commit to the £5 million pounds minimum required level of Employers Liability Insurance applicable for each and every occurrence. | Yes No Willing to Commit to taking out insurance to the required level if awarded the contract | If no, automatic exclusion. |
| | 3.2 | Please confirm if you currently have, or are willing to commit to the £1 million pounds minimum required level of Public Liability Insurance applicable for each and every occurrence. | Yes No Willing to Commit to taking out insurance to the required level if awarded the | If no, automatic exclusion. |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|--------------------------------|-----------------|---|--|---|
| | | | contract | |
| | 3.3 | Please confirm if you currently have, or are willing to commit to the £1 million pounds minimum required level of Professional Indemnity Insurance applicable for each and every occurrence. | Yes No Willing to Commit to taking out insurance to the required level. | If no, automatic exclusion. |
| | 3.4 | Please provide one of the following to demonstrate your economic/financial standing; (a) A copy of the audited accounts for the most recent two years. (b) A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation. (c) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. (d) Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). | Please state which option provided Enclosure Required | If not provided, automatic exclusion. |
| | 3.5 | Please enclose your completed Document B - Financial Assessment Form: | Enclosure Required | If not provided, automatic exclusion. |
| | 3.6 | If you are successful in being awarded the Contract, Manchester Growth Company reserve the right to request information regarding your management accounts. Please indicate if you are willing to provide quarterly management information? (Please note this is not applicable if your organisation is a PLC). | Yes No PLC Organisation so not applicable | If no, automatic exclusion. |
| Section 4 Quality Assurance | 4.1 | Please provide details of the quality management system (either formal or informal) your organisation has in place. In your response please provide an overview of this system, including how it is communicated, who is responsible, how it is kept up to date, how it is measured and what benefits this has brought to your current client base? | Free Text (no more than 250 words) | If evidence of QA procedures not acceptable, automatic exclusion. |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|-------------------------------------|-----------------|---|--|---|
| | 4.2 | How do you ensure that the training you provide is relevant and up to date? Please explain in your response how you provide updates to staff of legislative changes, new technologies, systems and processes, and marketplace requirements etc.? Discuss your process (including communication of and associated timescales), who is responsible for this, and how it is managed and monitored? | Free Text (no more than 250 words) | If evidence of training procedures not acceptable, automatic exclusion. |
| Section 5 Equality and Diversity | 5.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Yes or No | If yes, automatic exclusion |
| | 5.2 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | Yes or No | If yes, automatic exclusion |
| | 5.3 | If you have answered “yes” to one or both of the questions in this module, please provide below a summary of the nature of the investigation and an explanation of the outcome of the investigation to date. If the investigation upheld the complaint against your organisation, please explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring. | Free Text | If yes, dependant on explanation provided at Question 5.1 & 5.2 which will be reviewed by the Project Team. |
| | 5.4 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations. | Yes, No, N/A | If no, please state how you will ensure compliance |
| | 5.5 | Is it your policy as an employer to comply with your statutory obligations regarding the ‘protected characteristics’: gender, race, disability, sexual orientation, pregnancy, religion or belief (including lack of belief), age, marital status and gender reassignment, accordingly, your practice not to treat any one group of people less favourably than others in relation to decisions to recruit, remunerate, train or promote employees? | Yes or No | If no, automatic exclusion |
| | 5.6 | Does your company have a documented Equal Opportunities Policy that complies with current UK/EU legislation? If so please provide a copy of your policy. | Yes or No Enclosure required | If no, automatic exclusion |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|---|-----------------|--|------------------|---|
| | 5.7 | Do you observe as far as possible the appropriate Codes of Practice for Employment (i.e. Equality) and provide practical guidance to employees on the elimination of discrimination, and the promotion of equality of opportunity in employment, including steps that can be taken to encourage individuals from under-represented groups to apply for jobs or take up training opportunities. | Yes or No | If no, automatic exclusion |
| Section 6 Environmental and Sustainability | 6.1 | Has your organisation been convicted of breaching environmental legislation, or had any notice served upon it, in the last three years by any environmental regulator or authority (including local authority)? If your answer to this question is “Yes”, please provide details below of the conviction or notice and details of any remedial action or changes you have made as a result of conviction or notices served. | Yes or No | The Manchester Growth Company will not select bidder(s) that have been prosecuted or served notice under environmental legislation in the last 3 years, unless The Manchester Growth Company is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches. |
| | 6.2 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations. | Yes, No, N/A | If no, please state how you will ensure compliance |
| Section 7 Contract Delivery | 7.1 | Please confirm that you (or specifically nominated sub-contractors, for whom you take full responsibility for) can provide all of the services required in the service specification and can be delivered for the duration of the contract. | Yes or No | If no, automatic exclusion |
| | 7.2 | Please confirm whether your organisation has had a contract for works similar to or the same as those to be provided under the Contract terminated within the last three years for failure or non-performance. | Yes or No | If yes, dependant on explanation provided at Question 7.3 which will be reviewed by the MGC Tender Panel. |
| | 7.3 | If you answered 'yes' to the previous question please provide full details. (maximum response 500 characters) | Free Text | MGC Tender Panel will scrutinise the information provided. If the information provided raises doubts as to the suitability of your organisation for the Contract, the Panel may seek further clarification from your organisation. If your organisation is unable to satisfy the Panel on the issues raised, The Manchester Growth Company may exclude your organisation. |

| Section Number | Question Number | Question | Possible Answers | Pass/Fail Criteria |
|----------------|-----------------|--|------------------|----------------------------|
| | 7.4 | <p>In advance of referring candidates, the relevant MGC Group company will require the following pre-employment checks to be undertaken:</p> <ul style="list-style-type: none"> • Documentation checked to ensure the candidate complies with UK Border Agency criteria for working in the UK • Original copies of certificates checked for qualifications deemed as essential criteria for the post • Minimum of two references checked and verified with the referees (for temporary staff) and references covering the last five years of employment (or two references where there has not been over 5 years of employment) (for permanent staff, where these have not already been requested) • If the candidate has stated previous employment with an MGC Group Company we require that an internal reference be obtained in addition to any other reference and that this is verified by the employing company • Where required for the position, Disclosure and Barring Service checks (including List 99 checks). <p>Please confirm that you will conduct all of the above pre-employment checks for all staff who are to be referred to the MGC Group.</p> | Yes or No | If no, automatic exclusion |
| | 7.5 | The Agency will be the principal employer of agency staff and must comply with EU regulations with regard to statutory employment rights and Agency Worker Regulations | Yes or No | If no, automatic exclusion |
| | 7.6 | <p>Due to the size and complexity of the MGC Group and the number of permanent vacancies that arise, it is not possible to accept the Agency's standard introduction fees. Following is a brief scenario which is not uncommon within the MGC Group environment.</p> <p>Company A contracts for a temporary secretary for a two week period to cover annual leave in May. The contract is fulfilled to the satisfaction of both parties and the temporary secretary continues to work for the Agency. Company B advertises for a permanent secretarial position in October of the same year and the temporary secretary applies for the position and based upon general experience and qualifications is awarded the post. Company B is unaware that the candidate has worked previously within the MGC as a "temp" and is then sent an invoice for "introduction fees" from the Agency.</p> <p>Please confirm your acceptance that should Agency staff be successful in being awarded a contract of employment with an MGC Group company and the vacancy has been subject to open advertisement that no introduction fee will apply.</p> | Yes or No | If no, automatic exclusion |

Appendix 2: Written Tender Guidance

The weighting of individual tender questions are stated in Document B Written Tender Response (Section 8)

Form of Answers - Marks are awarded for clear and concise answers, with the relevant examples and detail where relevant. We do not wish to receive long and unstructured answers; the character limits are an indication of detail required but answers should still be concise.

The information you provide in your answers should be relevant to your organisation and the opportunity for which you are applying. Bidders should note that the weightings of the questions which indicate the importance of that question and ensure that their answers are structured accordingly; ensuring that you provide sufficient and relevant detail in the question response is critical.

The character limits have been set and shall not be changed (see 4.4).

Bidders should also note that only information provided in the text boxes shall be considered in response to the question – the MGC Tender Panel shall not consider any attachments (other than those that may have been specifically requested), references to external sources or current knowledge of the applicant.

Should you have any queries regarding the requirements of the tender questionnaire, please raise these using the clarification process set out in 4.3.

You should retain duplicate copies of your completed Tender Response for your own records.

Appendix 3: Pricing Guidance

Bidders are required to complete all sections of the **Pricing Matrix (Document C)** for the opportunity for which they have been invited to tender. All fields in red font should be completed on the pricing document and any fields which are not completed may affect the evaluation of your tender.

Please ensure you read the instructions detailed within Document C, prior to completing your pricing matrix.

When completing the pricing submission, bidders should consider the following:

1. Prices will be fixed for the duration of the contract.
2. The prices in the Pricing Matrix (Document C) shall include for all goods and services shown or described in the contract as a whole and for all goods and services not described but apparent as being necessary for the complete and proper execution of the provision of the contract.
3. Each item in the Pricing Schedule must be fully priced, with insertions for each item. If any item is un-priced (whether by leaving the rate and/or amount space blank or by entering “included” or otherwise), that item shall be deemed to be free of charge.
4. Payment shall be made in accordance with the procedures described in The Manchester Growth Company’s Terms and Conditions (*Document D & D1*).
5. All prices quoted shall be exclusive of Value Added Tax (VAT).
6. Figures inserted into the pricing schedule must be a single figure and not a range of figures. If a range of figures are submitted, The Manchester Growth Company will evaluate this offer on the basis of the highest figure quoted within the range, thus attracting the lowest possible score.