**TCES5922 Torbay Council HR Executive Search**

**FURTHER COMPETITION**

**conducted under ESPO Framework Agreement**

**3S-22 Strategic HR Services**

**Contract Period 24 October 2022– 23 October 2024**

**with the option to extend up to 23 October 2026**

# INVITATION TO TENDER

(Part A)

**Closing date for submission of tender**

**12:00 Noon, 06 October 2022**

**Contents**

This document is in two parts (Part A and Part B):

### PART A

Part A is the Invitation to Tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document. **Note: Part A does not need to be returned to Torbay Council**.

### Contents

1. INTRODUCTION .............................................................................................................4
2. REQUIREMENT ..............................................................................................................8
3. PROCUREMENT PROCESS ........................................................................................19
4. EVALUATION OF TENDERS ........................................................................................21
5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER .......................26
6. CONDITIONS OF TENDER ..........................................................................................29
7. TERMS AND CONDITIONS ..........................................................................................32

### PART B

Part B is the Tender Submission Document and this should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5, Instructions for completing and submitting a tender).

**APPENDICES (SUPPLIED SEPARATELY)**

Appendix A Call-Off Terms and Conditions, comprising 3S-22-Strategic HR Services-Call off Terms and 3S-22-Strategic HR Services-Master Contract Schedule.

Appendix B Pricing Schedule

## GLOSSARY OF KEY TERMS

A detailed description of the requirement, together with formal definitions of the most important terms and phrases, are given in the rest of the document and in the accompanying appendices. For Tenderers’ convenience however, the following key terms, which are used throughout this document, are defined as follows:

|  |  |
| --- | --- |
| **Call-Off Terms**  | means the terms on which the Service Provider shall provide Services to the Customer as set out in Schedule 3 of the Framework Agreement. |
| **Contract**  | means this specific contract let by the Customer under ESPO Framework 3S\_22.  |
| **Customer**  | means Torbay Council (being the public body which has opted to use the Framework to select and appoint a Service Provider to provide strategic HR services).  |
| **ESPO**  | means Leicestershire County Council, Trading as ESPO.  |
| **Framework**  | means the framework agreement established by ESPO for the provision of strategic HR services to Customers by Framework Service Providers.  |
| **Framework Agreement**  | means the over-arching agreement number 3S\_22 for Strategic HR Services between ESPO and the Service Provider, setting out the general terms and conditions which will apply to all specific Contracts (including this Contract) let under the Framework Agreement.  |
| **Further Competition**  | means this particular Customer procurement exercise under the Framework, intended to secure formal quotations from all of the Framework Service Providers within the lots being used, tailored to suit the Customer’s specific requirements.  |
| **Invitation to Tender**  | means this document, inviting Tenderers to submit a Tender.  |
| **Lot** | means any of the two lots specified in section 2 of this document, Requirement |
| **Services**  | means the requirements of the Customer (as appropriate) for the Services from time to time as detailed in Section 2 of this document, Requirement. |
| **Service Provider(s)** | means the Service Provider(s) appointed by the Customer as a result of this Further Competition under the Framework.  |
| **Tender**  | means the Tender submitted by the Service Provider to the Customer.  |
| **Tender Submission Document**  | means the submission document that should be completed in full by Tenderers and returned in advance of the tender deadline, in accordance with the instructions given (see Section 5, Instructions for completing and submitting a tender).  |
| **Tenderer**  | means an organisation that submits a completed Tender in response to this Invitation to Tender document. |

## 1. INTRODUCTION

This is an Invitation to Tender with information, instructions and guidance provided in Part A, following consideration of which the Tender Submission Document (Part B) should be completed and returned by all Service Providers who wish to tender for the requirement described in the following pages.

**Torbay Council**

Torbay, known as the English Riviera, comprises three towns: Torquay, Paignton, and Brixham. With 22 miles of coastline and 48% of its land area being countryside or with an important landscape designation, it is one of the country’s top 10 visitor destinations welcoming 4.5m visitors every year.

Torbay has a population of c. 135,000 and has an increasingly skilled workforce; increasing numbers of small and micro businesses; and a large catchment population. The recent £110m investment in the A380 South Devon link road, directly connecting Torbay with the M5 at Exeter, has significantly reduced travel times locally and regionally making the Torbay area an increasingly attractive place to live and work with improving connections to national and international markets.

Torbay Council is a small unital authority in South Devon which is committed to making a difference to its communities by delivering high quality, value for money services to local people.

The Customer is seeking to appoint a Service Provider or Providers to provide an executive search function to bring forth a far and wide reach of a range of candidates, as and when the Customer is looking to appoint to interim and permanent senior posts. the Customer is looking for ‘ad-hoc’ recruitment support to assist the supply of both permanent and interim executive level candidates. Support will be required to assist with a range of recruitment services from the advertising, search/headhunting, long-listing, assessment and testing to the final recruitment of individuals.

**ePROCUREMENT PORTAL**

This further competition will be undertaken using the Customer’s eProcurement portal: [Supplying the South West Portal](https://www.supplyingthesouthwest.org.uk/)

### OVERVIEW

The Service Provider will need to be able to provide all of the services set out in the specification, however the Customer may not wish to access to all elements of the service in relation to a specific recruitment process and will agree requirements with the Service Provider on a case by case basis.

In this present instance, the Customer is issuing this Invitation to Tender as a Further Competition under Lot 1 Executive and Managerial Interim Recruitment and Lot 2 Executive and Managerial Permanent Recruitment of ESPO’s Strategic HR Services Framework (reference 3S\_22).

The Customer is seeking a single Service Provider capable of fulfilling all of its requirements, therefore only those Service Providers appointed to all of the following Lots and Sub-Lots are being invited to submit a tender:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 1** | **Executive and Managerial Interim Recruitment** | **Lot 2** | **Executive and Managerial Permanent Recruitment** |
| 1a | Admin, HR & Business Support | 2a | Admin, HR & Business Support |
| 1c | Commercial (Finance, Performance and Legal) | 2c | Commercial (Finance, Performance and Legal) |
| 1d | Education | 2d | Education |
| 1e | Health & Social Care | 2e | Health & Social Care |
| 1f | IT, Digital, Media & Marketing | 2f | IT, Digital, Media & Marketing |

Further information can be found in the next section, Requirement.

### OBJECTIVES

The objectives of the procurement are:

* To enable a far and wide search of a range of diverse candidates
* To improve the time frame of recruitment activity from initial advertisement to recruitment to post
* Cost efficiencies to the recruitment process
* Improved candidate range

**SCOPE**

This Contract shall be established for the sole use of Torbay Council and its wholly owned companies, including but not limited to SWISCo, TDA and TEL.

**ESTIMATED VALUE/VOLUME**

At this stage the Customer is unable to provide details of the potential value or volume of work that will be put in place through this Contract as recruitment activity will vary dependent on need. However, it is known that there will be an immediate need to recruit to at least one executive level post within 2022/23, with the process being likely to commence shortly after contract award and ready to advertise before the end of November 2022.

### DURATION

The Contract will be established for an initial period of two years with an option to extend for a further period or periods up to a total of two years taking the Contract term to a maximum of four years. The Contract is intended to start on 24 October 2022 or as otherwise agreed.

Any subsequent extension to the Contract will be agreed between the Customer and the Service Provider. It is likely that the Customer will seek the Service Provider to demonstrate improvements and/or price reductions before considering an extension. For any extension(s) to the Contract, discussions with the Service Provider shall be conducted sufficiently far in advance of the Contract expiry date to arrive at an agreed position.

### QUESTIONS AND CONTACT DETAILS

All requests for clarification (whether in relation to this document, the requirement, the terms and conditions or the tender submission document) should be submitted as soon as possible using the “Messaging Tool” facility on the [**Supplying the South West Portal**](https://www.supplyingthesouthwest.org.uk/) procurement portal.

A copy of all questions and answers will be maintained and distributed periodically to all organisations that have registered an expression of interest in this Invitation to Tender. If the Tenderer expresses that the question is confidential and the Customer agrees that it is then the response will be sent only to the Tenderer raising the question.

The last date for submitting clarification question submission is 23 September 2022 (12:00 Noon). Questions received after this date and time may not be answered.

Please note that any questions relating to the operation of the portal itself should be submitted to Proactis (please see contact details in section 5 Instructions for Completing and Submitting a Tender)

**Please note that any correspondence issued to you from the Customer, via the portal, will be sent to the person who is the named registered person on the portal for your organisation.** If your organisation has registered multiple contacts, communication will be directed to the person who expressed an interest in this specific Contract. You are advised to make sure that this named person shares correspondence with all colleagues who are participating in this tender exercise.

If you do not wish to submit a tender, please “Opt Out” on the [**Supplying the South West Portal**](https://www.supplyingthesouthwest.org.uk/) procurement portal. Under no circumstances should you pass this document on to a third party.

## 2. REQUIREMENT (including Specification)

This section provides Tenderers with as much detail as possible regarding the Customer’s requirements and will help Tenderers to compile their Tender Submission Document, and provides a specification for the Services.

The Customer is seeking a Service Provider who can meet the following requirements as set out in the General Requirements, Lot 1 and Lot2 Specification of this Framework.

* 1. **General Requirements – Applicable to Lot 1 and Lot 2**

## Contract Management

## The Service Provider shall ensure that only suitably experienced and qualified staff shall be used to provide the Services.

## The Service Provider shall provide a nominated Account Manager and deputy for the Customer who will be available at all reasonable times to answer queries and deal with the account. Any changes to those nominated persons handling the account must be notified to the Customer in advance.

## The Service Provider will ensure that there is a suitable structure and level of resource in place to deliver the Services which will be fronted by the nominated Account Manager.

## The Service Provider will participate in regular contract review meetings with the Customer. Attendance at regular review meetings is essential and will be at no cost to the Customer.

## The Customer reserves the right to request additional meetings where necessary to address any matters arising in between the review meetings. Such requests shall not be made unreasonably and again will be at no cost to the Customer.

## Implementation

## Upon notification of a contract award, the Service Provider shall provide detailed timescales for the implementation of the Service from contract award to the Customer specified go live date. The Service Provider must ensure they have sufficient capacity to enable the implementation timescales to be adhered to when implementing multiple organisations at the same time.

## Service Delivery

## The Service Provider shall be open for business and shall be available for contact with the Customer’s representatives from 9am to 5.30pm every working day, as a minimum. At all other times an answering service or electronic means of contact should be made available to enable a 24 hour, 7 days a week point of contact.

## The Service Provider will ensure that service delivery is continually reviewed and addressed so that improvements are continuously incorporated into the Customer’s Call- Off Terms.

## Pricing, Fees and Statutory Requirements

## The rates tendered by the Service Provider shall be inclusive of all costs, charges and rebates, which include but are not limited to; the Retrospective Rebate, National Insurance contributions, Working Time Directive, Apprenticeship Levy contributions and Pension Auto-Enrolment contributions (where relevant). As such no additional payments will be made to the Service Provider by the Customer, other than those expressly provided for in the Service Provider’s Tender, e.g. no commissions, introductions or other fees will be payable.

## Where a Non-Temporary Employment position with a Customer is filled by a Temporary Worker on Assignment, the Customer shall not be liable to pay any further fee to the Service Provider, however, where a Temporary Worker has completed less than fourteen (14) continuous weeks on Assignment and the Temporary Worker fills a Non-Temporary Employment position, the Customer shall be liable to pay a ‘temp-to-perm’ fee to the Service Provider.

## Where a Temporary Worker is engaged on a Non-Temporary position and has completed less than fourteen (14) continuous weeks then a ‘temp-to-perm’ fee shall be due and such fees shall be in accordance with those set out by the Service Provider and as detailed within Annex to Framework Schedule 2 – Framework Prices.

## Where a ‘temp-to-perm’ fee is due as set out in 4.3 the Customer may elect, upon giving written notice to the Service Provider, to extend the hire of the Temporary Worker for the remainder of the period where a ‘temp-to-perm’ fee is due as set out in 4.3 during which the Service Provider shall be entitled to the current agreed fee in respect of the Temporary Worker for each hour or day that the Temporary Worker is engaged.

## No ‘temp-to-perm’ fee shall be due outside the “Relevant Period” as defined in the Conduct of Employment Agencies and Employment Business Regulations 2003 as the later of:

## The period of 8 weeks commencing on the day after the day on which the work-seeker last worked for the hirer pursuant to being supplied by the employment business; or

## the period of 14 weeks commencing on the first day on which the work-seeker worked for the hirer pursuant to the supply of that work-seeker to that hirer by the employment business

## Where the Temporary Worker has provided a valid opt-out pursuant to Regulation 32 of the Conduct of Employment Business Regulations 2003, clause 4.2 and 4.3 will still apply.

## The Service Provider will ensure the Customer has the right to continuously engage any Temporary Worker who transfers from one Service Provider to another, ‘temp-to-temp’, ‘temp-to-third party’, ‘temp-to-fixed-term’, without being liable to pay any fee to the Service Provider by way of a referral fee.

## The Service Provider will ensure via the undertaking of regular audits that the National Minimum Wage is applied and that pay rates are kept in line with any locally agreed protocols as specified by the Customer.

## In respect of the Off-Payroll Working Rules for public authorities (known as “IR35”), the Customer shall decide if the IR35 rules apply in respect of Workers engaged via this Framework, and then advise the Worker and the Service Provider accordingly of the decision.

## The Service Provider will ensure that the correct amount of tax and National Insurance contributions are paid and/or deducted in respect of Workers engaged via this Framework (except to the extent that a third party is statutorily responsible for such contributions or taxation obligations) and will comply with all applicable requirements relating to tax and National Insurance. Both the Customer and the Service Provider will comply with, including without limitation, the Off payroll working rules (IR35), the Agency Legislation and any other legislation in force from time to time relating to any payments made to Workers.

## The Service Provider shall comply with all statutory and all other provisions to be observed and performed in connection with the Service provided under this Framework including without limitation the EU Agency Worker Directive, The Agency Workers Regulations 2010, the Employment Agencies Act 1973, the Criminal Financial Act 2017, the Conduct of Employment Agencies and Employment Business Regulations 2003 and any other relevant legislation.

## The Customer will comply with its obligations under the Agency Worker Regulations 2010 (“AWR”) and is responsible for providing the Service Provider with all information reasonably necessary to enable the Service Provider to comply with its obligations under AWR.

## The Customer acknowledges that neither the Service Provider nor any Agency has the obligation (or the opportunity) to supervise, direct or control the manner, time or place of any Temporary Worker’s work. The Customer shall provide sufficient supervision, direction and control over the Temporary Worker throughout the Assignment. For the avoidance of doubt the Service Provider will not be responsible for the acts and omissions of Temporary Workers under the direction, supervision and control of the Customer.

## Ordering, Invoicing and Payment

## The Service Provider will offer and maintain suitable administrative and ordering systems with respect to ordering, invoicing and payments.

## The structure of any system or processes implemented by the Service Provider in order to deliver the Services must be flexible, Customer-driven and easy to adopt in a public sector environment.

## The Service Provider will offer the Customer a range of facilities to procure Services, such as (but not limited to):

## Email

## Post

## Telephone

## Internet (i.e. booking system)

## The Customer shall define its preferred ordering method(s) prior to the commencement of their Call- Off Terms. Where telephone is required as an ordering method, the Service Provider shall provide a dedicated, non-premium rate telephone line which should be charged at a local rate or lower.

## The Service Provider will provide information and advice to the Customer’s Staff on how Services may be ordered and will ensure arrangements are in place to support the Customer’s Staff in the ordered process.

## It is anticipated the Customer will pay for Services upon completion.

## The Service Provider will send out invoices each month for the Services provided in that particular month and any outstanding from previous months.

## The Customer may require a single consolidated invoice, although where specified, the Customer may require a small number of departmental invoices.

## The Customer will pay all invoices that are not in dispute within 30 days of receipt.

## The Service Provider will provide the Customer with a range of methods in which invoices can be raised and paid. Such payment methods and options will be agreed with the Customer prior to the commencement of Service delivery.

## Should there be a dispute regarding an invoice, the Customer will reserve the right to withhold payment of the sum in dispute until such time as the matter can be resolved. The Service Provider will ensure that any consolidated invoices do not include such amounts so as not to delay payment of the remaining authorised sums.

## Invoices shall be supported by detailed electronic information in a format as agreed with the Customer to enable internal charging to relevant budget holders.

## Management Information

## The Service Provider must be able to provide configurable and comprehensive management information on an ongoing basis relative to all activity under this contract at no cost to the Customer.

## The Service Provider will provide management reports in a suitable electronic format on a basis determined by the Customer. Reports and data should be presented in a format which can be exported into MS Office Applications, or other similar packages used by the Customer that can be used to manipulate data.

## The type and level of detail of the reports will be decided at the implementation of the contract so that they are tailored to each individual Customer. This does not preclude changes being made during the life of the contract should the Customer require it. This information should be provided in a clear format which is both easy to understand and easy to interpret.

## Service Providers are required to provide details of the suite of reports and data that they are able to provide, and its typical use by the Customer.

## Performance Standards

## The Service Provider will internally monitor the quality and performance of the service delivery.

## The Service Provider will be required to provide evidence of effective contract management performance by agreeing objectives, key performance indicators and service levels with the Customer prior to the start of their Call- Off Terms, and shall provide regular performance monitoring and management information to the Customer in relation to such objectives, key performance indicators and service levels.

## Legal Requirements and Industry Standards

## The Service Provider will be expected to demonstrate a sound knowledge of the public sector marketplace, together with current issues facing local government in regard to recruitment, Human Resources and all related activity.

## The Service Provider must be aware of and maintain knowledge of any relevant legislation.

## The Service Provider should abide by standards laid down by such organisations and within the recruitment and Human Resources industry in general.

## Additional Customer Specific Requirements

## The Service Provider may be expected to provide services on an international basis e.g. conducting an international candidate search in such sectors where roles can be hard to fill domestically or a wider search is required to find an appropriately skilled candidate.

* 1. **Specification for Lot 1 Executive & Managerial Interim Recruitment and Lot 2 Executive & Managerial Permanent Recruitment (and Sub-Lots)**

## Unless specifically stated the requirements of this section B apply to Lot 1, Lot 2 and Sub-Lots.

## Overview

## The Customer requires access to a quality assured resource of senior, managerial and experienced:

## Workers on a temporary basis, to help deliver business or service delivery continuity to a function affected by either temporary or permanent job vacancies, or the emergence of a strategic project, as an alternative to using a consultant; or

## staff on a permanent basis,

## The Customer will communicate the need for an executive and managerial interim much in the same way as with other requirements, perhaps alongside identified recruitment or executive search and selection exercises.

## The Service Provider is required to be able to offer a range of advice and specialism, particularly in regard to roles that are can be regarded as difficult to fill e.g. education and social care.

## The specific Services required by the Customer in respect of any particular post will be agreed with the Service Provider; some posts may require all of the following activities, others may call for just some combination of them and some may entail further actions which are not currently set out within this specification, as is deemed appropriate. As this is not an exhaustive list of Services, it is anticipated that Service Providers will work flexibly with the Customer in order to achieve specified recruitment outcomes.

## Initial Implementation

## The Service Provider will attend briefing meetings with the Customer in order to gain a comprehensive understanding of the candidate requirement and of all key factors pertaining to the appointment the Customer wishes to make.

## The Service Provider will provide appropriate advice on the most suitable methodology to the search, sourcing and selection of suitable candidates, including the approach to advertising the post, establishing appropriate remuneration levels and outline timescales.

## The Service Provider will draft and produce all recruitment materials (in all appropriate formats, to include, but not be limited to, paper and electronic), including a project plan, advice in relation to job descriptions, person specifications content, advertising material, internet publicity, etc.

## The Service Provider will plan and agree the recruitment exercise in conjunction with the Customer and produce a detailed project plan with timescales and costs for each stage of the process.

## The Customer will approve the Service Providers proposed recruitment exercise prior to any exercise commencing.

## Candidate Search

## The Service Provider will conduct a targeted search, using appropriate contacts, databases and methodologies in order to stimulate response from suitable prospective candidates.

## Lot 2 Only It is expected that Service Providers will adopt a flexible yet thorough and wide ranging approach to candidate search. Service Providers will utilise a range of candidate search methods, to include but not be limited to; LinkedIn (or equivalent social media), headhunting, database searches, international searches etc. It is anticipated that Customers will also have their own specific requirements in respect of search locations, and Customers will advise Service Providers accordingly.

## The Service Provider will place and manage all related job advertising and publicity in all relevant and agreed media.

## The Service Provider will issue documentation to prospective candidates, and receive all completed applications (in accordance with locally agreed performance indicators relating to speed of response).

## The Service Provider will report to the Customer on any issues arising from the candidate search process, including highlighting any shortcomings in the approach adopted and suggesting suitable remedies, when required.

## The Service Provider will comply fully with the Information Commissioners’ ‘employment practices code’ guidance on recruitment and selection, with the Business Disability Forum’s recruitment guidance, and, where applicants with a disability meet minimum criteria for the job, the Service Provider will comply with the ‘disability confident’ scheme, and with general legislation in order to make reasonable adjustments for applicants with a disability.

## Service Providers will respond positively to requests for applications in different formats, for example:

## In Braille

## In large print

## By minicom

## Application forms on audio tape / cd

## Application forms on different coloured paper

## The Service Provider will provide management information to the Customer upon request regarding the candidate search process, to include, but not be limited to such elements as traffic rate, click through volume, hit rate, social media conversions, source of applications etc.

## Response Management and Long List Development

## The Service Provider will manage all responses received, including logging of candidate information, and acknowledging receipt of responses.

## The Service Provider will assess all applications against the set criteria, in accordance with the agreed job description and person specification.

## The Service Provider will, where required by the Customer, assess key metrics of the candidate e.g. qualifications, experience, referencing, key competencies and the ‘cultural fit’ with the Customer.

## The Service Provider will report to the Customer on the response achieved, and will recommend a ‘long list’ of candidates who meet or exceed the agreed requirements for the post., along with supporting rationale for inclusion and exclusion where required.

## The Service Provider will advise all candidates of their inclusion in the ‘long list’ or their rejection from the process, using letters drafted by the Service Provider and agreed by the Customer.

## The Service Provider will, upon request, provide feedback to unsuccessful candidates on their performance.

## If required the Service Provider will interview (or provide assistance to the Customer with interviewing) of long listed candidates, including (as required) development of interview questions, conducting interviews, or assisting officers of the Customer or elected members with interviews.

## If required by the Customer, the Service Provider will conduct assessment centres to include technical or psychometric tests.

## Development of Shortlist

## The Service Provider will interview (or provide assistance to the Customer with interviewing) of long listed candidates, including (as required) development of interview questions, conducting interviews, or assisting officers of the Customer or elected members with interviews.

## If required by the Customer, the Service Provider will conduct assessment centres to include technical or psychometric tests and provide feedback to the Customer.

## The Service Provider will secure references, conduct statutory employment checks e.g., Right to Work in the UK, obtaining copies of relevant qualifications or authorisations if required, and take all other reasonably practicable steps to ensure that shortlisted candidates are suitable for the requirement of the Customer.

## The Service Provider will secure statutory clearance checks (e.g. DBS) of successful candidates to the requirement of the Customer.

## The Service Provider will present the initial draft shortlist to the agreed shortlisting panel (to comprise of Customer officers or elected members) and advise the panel accordingly.

## The Service Provider will advise all candidates of their inclusion in the short list or their rejection from the process, using letters drafted by the Service Provider and agreed by the Customer.

## The Service Provider will, upon request, provide feedback to unsuccessful candidates on their performance.

## Final Interview and Appointment

## The Service Provider will draft or advise on suitable interview questions, if required and/or prepare a brief for each candidate that they will present.

## The Service Provider shall commit to attending interviews and selection meetings.

## The Service Provider will, upon request, provide feedback to unsuccessful candidates on their performance.

## In the event that an appointment decision is challenged, the Service Provider will provide their full co-operation and assistance to the Customer.

## Onboarding and Post Recruitment Training

## The Service Provider shall ensure that all successful candidates are given clear instructions in advance of their employment in relation to the following;

## Geographical location of the place of employment

## Customer department location

## When to report

## Who to report to

## The nature of the Assignment

## Working hours (including provision for breaks) and potential duration of the assignment

## Dress Code and any uniforms including Personal Protective Equipment (PPE) required

## Any additional matters e.g. provision for parking, reimbursement of expenses

## Any Customer specific policies in place that are relevant to the role

## How to submit timesheets

## Code of conduct

## Confidentiality

## Access to work adjustments

## Data protection

## Health and Safety

## Any documents to be provided to the hiring manager on commencement of employment

## Any other details that have been specified by the Customer

## The Service Provider will ensure that customer requirements are met, in respect of legally required vetting and compliance checks being carried out prior to the commencement of the Assignment of a Non-Temporary Worker.

## Where identified as part of a particular recruitment campaign or vacancy, post recruitment training may be required by a Customer, and the Service Provider will either provide this or source a suitable training provider that can offer this service.

## Lot 1 Only – Standard Working Day for Temporary Workers

## The standard working day that the Temporary Worker is contracted to work shall be agreed between the Service Provider and the Customer; however, in any event, the minimum number of hours within a standard working day shall be eight (8) hours (exclusive of breaks). No overtime or other enhancement to the Maximum Day Rates shall be paid by the Customer to the Service Provider, regardless of how many hours are worked during the day.

## Lot 1 Only – Performance Management and Feedback

## The Service Provider will monitor the performance of Temporary Workers on Assignment in respect of their ability, suitability and general feedback, soliciting comment from the Customer where necessary.

## Where Temporary Worker performance on Assignment is found to be unsatisfactory, the Service Provider will work together with the Customer in order to remedy the issue, e.g. offering the Customer the option of a suitable replacement Temporary Worker.

## General Requirements

## The Service Provider will provide general ongoing advice to the Customer on matters relating to the recruitment of senior staff and managers, including offering market knowledge in the relevant sectors, and general guidance on relevant legislative matters.

## It is anticipated that the scale and complexity of projects will vary dependent on Customer requirements e.g. the Customer may require several managerial level roles as part of a restructure, or the Customer may require a single very senior member of staff. Service Providers are expected to be able to flex their approach dependent on the scale and complexity of the requirement.

## Service Providers are expected to provide any other related recruitment activity as may be reasonably required by the Customer.

## Expenses

## Where the Service Provider is required to deliver Services beyond their base location, the Service Provider may charge the Customer for any reasonable expenses incurred. All expenses charged shall be in accordance with, and shall not exceed the Customer’s travel and subsistence policy.

## It will be the Service Provider’s responsibility to make themselves aware of the Customer’s travel and subsistence policy prior to incurring travel and subsistence costs.

## Where a travel and subsistence policy does not exist, the Service Provider and the Customer shall agree a mechanism as to how expenses will be reasonably charged.

## Claims for payment are to be accompanied by VAT receipts.

## For the avoidance of doubt, no expenses shall be paid by the Customer to the Service Provider in relation to the cost of providing resources to work at their base location.

## Management Information

## The Service Provider will provide regular management information to the Customer., with the exact format and information contained within to be determined by the Customer. Such management information may include reports relating to individual campaigns or scheduled periodic reports including (but not limited to) some of the following:

## On demand statistics on the number of enquiries, completed or part completed applications made.

## ‘Gap’ analysis on hard to fill posts, the statistical difference between enquiries received and applications made.

## Number of enquiries and applications made both by post and through online systems.

## Equalities monitoring and analysis, such as:

* by gender
* by ethnicity
* by age
* by disability
* by sexuality
* by religion
* by marital status
* by criminal record

## Analysis on applicants as county residents / non county residents.

## Analysis on applicants as internal / external candidates.

## Number of withdrawn applications.

## Cost per campaign, broken down by cost per applicant, cost per response and overall costs.

## Where adverts were placed and which applicant came from which source.

## Applicants for a specific recruitment exercise.

## Average time taken from approving a vacancy to advert appearing.

## Average time taken from approving a vacancy to an offer being made.

## Analysis of Service Provider response times.

## Analysis of time taken to fill posts.

## Analysis of failed campaigns.

## Other reports as determined by the Customer, upon reasonable request.

## Variant Bids

Tenderers may submit a variant bid in addition to (or instead of) their tender submission. In submitting a variant bid, Tenderers should retain the same basic structure of the tender submission document (Part B). All cost implications must be stated and any deviation from the specification and all risks and contingencies must be identified. Before a variant bid can be considered the Customer must be satisfied that the variant bid meets all minimum/core specification requirements. The variant bid shall be evaluated in accordance with the evaluation scheme set out in section 4, Evaluation of Tenders.

## 3. PROCUREMENT PROCESS

### OVERVIEW

The Customer is using this Invitation Tender to conduct a Further Competition exercise under ESPO Framework 3S\_22 for the provision of Services.

All Service Providers awarded on all of the following Lots and Sub-Lots are invited to submit a tender:

|  |  |  |  |
| --- | --- | --- | --- |
| **Lot 1** | **Executive and Managerial Interim Recruitment** | **Lot 2** | **Executive and Managerial Permanent Recruitment** |
| 1a | Admin, HR & Business Support | 2a | Admin, HR & Business Support |
| 1c | Commercial (Finance, Performance and Legal) | 2c | Commercial (Finance, Performance and Legal) |
| 1d | Education | 2d | Education |
| 1e | Health & Social Care | 2e | Health & Social Care |
| 1f | IT, Digital, Media & Marketing | 2f | IT, Digital, Media & Marketing |

All tenders received (that are compliant i.e. submitted in accordance with the tendering instructions) will be evaluated in accordance with the evaluation criteria as set out below.

Tenders should be prepared and submitted (using Part B of this Invitation to Tender document) in accordance with section 5, Instructions for submitting a tender of this document.

At the Customer’s discretion, and in line with the Public Contracts Regulations 2015, Tenderers may be invited to clarify their tender at any stage of the procurement process. Clarifications shall be used as an aid for evaluators to fully understand tenderers’ offers. All Tenderers should nonetheless take care to fully explain their offering in their tender submission.

It is unlikely that presentations or interviews will be held as part of the evaluation process.

The Framework will be awarded to the Tenderer which scores the highest marks following the evaluation of all tenders (in accordance with the scheme described in section 4, Evaluation of Tenders).

### INDICATIVE PROCUREMENT TIMETABLE

The following indicative timetable is provided for Tenderers’ benefit. Please be aware that these are indicative timescales (with the exception of the deadlines in bold) and may be subject to change at the absolute discretion of the Customer.

|  |  |
| --- | --- |
| **Stage / Activity**  | **Indicative Date**  |
| **Invitation to Tender document issued**  | **From 16 September 2022** |
| **Closing date for clarification questions**  | **23 September 2022 (12:00 Noon)**  |
| **Deadline for provision of responses to clarification questions** | **28 September 2022 (12:00 Noon)** |
| **Closing date for submission of tenders**  | **06 October 2022 (12:00 Noon)** |
| Preliminary evaluation of tenders  | 07 October 2022 to 14 October 2022 |
| Contract award | 17 October 2022  |
| Contract start date  | 24 October 2022  |

 **4. EVALUATION OF TENDERS**

### OVERVIEW

All completed tenders received will be evaluated by officers of the Customer (as appropriate).

In order to be transparent, and in order that Tenderers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. Should any Tenderer not understand any element, they should submit a clarification in accordance with section 1, Introduction of this document.

At the Customer’s discretion and in line with the Public Contracts Regulations 2015 Tenderers may be invited to clarify their tender at any stage of the procurement process.

### POTENTIAL SERVICE PROVIDER INFORMATION

These questions are asked for information purposes only and the responses will not be scored. The answers do however give the evaluation panel an overview of the organisation and its structure so it is important these are completed in full.

| **Q No** | **Information** | **Assessment** |
| --- | --- | --- |
| 1 | **Organisation Details** | For information |
| 2 | **Contact Details** | For information |

### AWARD CRITERIA

The award criteria are shown below, and alongside them are their respective weightings

* Price 40.00%
* Non-Price 60.00%

All scores will be calculated to 2 decimal places.

The methodology for evaluating tender submissions against these criteria is as follows:

### PRICE 40.00%

The Price aspect of the evaluation accounts for 40% of the total tender score and will be assessed against the pricing provided within Appendix B of Part B Invitation to Tender.

Tenderers are required to complete all of the tables within the Lot 1 and Lot 2 work sheets of Appendix B, this information will form the pricing for the contract.

Price will be evaluated on a comparative basis using the total price from the Evaluation Summary worksheet, which takes information from the Lot 1 and Lot 2 work sheets to calculate the cost of a full executive recruitment campaign for a Director level post for both an interim and a permanent appointment.

Applicants offering the lowest price will score maximum marks out of a possible 100 and Applicants submitting higher prices will be awarded marks proportionate to their distance from the lowest price.

In the event an Applicant submits a bid which results in any of the Pricing evaluation criteria being a zero, in order to return a score for the other Applicants the price used for evaluation purposes will be £0.01.

**Scoring Example 1:**

|  |  |
| --- | --- |
| **Lowest Price** | **X Available Marks = Score** |
| **Tenderer’s Price** |
| **Lowest Price: £1,000,000** | **Criteria: 20.00%** |
| **Tenderer** | **Price** | **Score** |
| A | £1,000,000 | 20.00% |
| B | £1,100,000 | 18.18% |
| C | £1,273,050 | 15.71% |
| D | £1,899,999 | 10.53% |

**Scoring Example 2:**

|  |  |
| --- | --- |
| **Lowest Price** | **X Available Marks = Score** |
| **Tenderer’s Price** |
| **Lowest Price: £0.01** | **Criteria: 20.00%** |
| **Tenderer** | **Price** | **Score** |
| A | £0.00 | 20.00% |
| B | £1,100,000 | 0.00000182%Awarded Score to 2 Decimal Places 0.00% |
| C | £1,273,050 | 0.00000016%Awarded Score to 2 Decimal Places 0.00% |
| D | £1,899,999 | 0.00000011% Awarded Score to 2 Decimal Places 0.00% |

Tenderers price proposals will be evaluated against the following criteria:

Lot 1 – Total charge to customer for a full search 26 week (130 days) interim post at Director level (salary £100,000) – 20.00%

Lot 2 – Full search fee for a permanent appointment to a Director level post (salary £100,000) – 20.00%

The combined scores will form the total price score out of 40.00%.

### NON-PRICE 60.00%

The non-price aspect of the evaluation accounts for 60% of the total tender score and will be assessed by reference to a number of method statements prepared by the Tenderer, in response to questions posed in the Part B Invitation to Tender.

Please note that the ‘Compliance with Specification’ section will be assessed on a Pass/Fail basis. Therefore if a Tenderer cannot or is unwilling to comply with the specification, their tender will be deemed as non-compliant and will be excluded from further consideration.

### METHOD STATEMENTS

There are four questions within the Non-Price section (see section 2, Response to the Requirement & Specification, of the tender submissions document, Part B), with each of these having an individual weighting as shown alongside each method statement question (more information is provided below).

When answering the questions Tenderers must make sure that they answer what is being asked including added value if allowed for in the scoring scale below. Anything that is not directly relevant to the particular method statement or question should not be included, but wherever possible Tenderers should demonstrate how they will go further than what is being asked for, to add value.

Tenders should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses. Tenderers should adhere to the individual word limits for each method statement as shown alongside the method statement; any text over the stated word limit will not be assessed by evaluators.

The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture. Additional documents should only be appended in support of your response i.e. to provide a supporting diagram or table, and should not be used in order to avoid breaching the word limit. Supporting diagrams and tables should only be appended and not included within the body of the response.

Each method statement will be evaluated individually. When scoring each statement, no consideration is given to information included in other answers so please do not cross reference to responses or information provided elsewhere in your Tender submission.

### SCORING SCALE

Each response to method statement questions will be assessed on a scale of 0 to 5 points, as detailed in the table below:

| **In the context of the specific question concerned;** |
| --- |
| **0** | **Unacceptable Response**The response raises major concerns about understanding or approach which are potentially highly detrimental to satisfactory service delivery or contract performance. |
| **1** | **Poor Response**The response suggests significant shortcomings of understanding or approach which is likely to impact on service delivery or contract performance. |
| **2** | **Satisfactory Response**The response suggests minor shortcomings of understanding or approach which may impact to a limited extent on service delivery or contract performance. |
| **3** | **Good**The response raises no concerns about understanding or approach to service delivery or contract performance. |

### WEIGHTINGS

Tenderers scores for each quality method statement will be multiplied by the relevant weighting to result in a ‘weighted score’ for that method statement. The weighted scores will then be totalled, with the total expressed as an overall score out of 60%.

This is detailed in the table below with an example tenderer score, where the amount of non-price points available is 21 points.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Method Statement Question**  | **Example Tenderer Score** | **Weighting** | **Max Weighted Score Available** | **Example Tenderer Weighted Score** (Tenderer Score \* Weighting) |
| Q1 | Contract Management  | 3 | 1 | 3 | 3 |
| Q2 | Executive Recruitment Campaign | 3 | 2 | 6 | 6 |
| Q3  | Continuous Improvement | 2 | 1 | 3 | 2 |
| Q4 | Scope of Services | 3 | 3 | 9 | 1 |
| **Total Weighted Score** | **21** | **12** |
| **Total Weighted Score expressed out of 60%** ((Tenderer Total Weighted Score/Max Total Weighted Score Available)\*60*((12/21)\*60)* | **34.29%** |

### MODERATION

The evaluation panel is made up of officers of the Customer. The evaluation panel will separately evaluate all of the method statements submitted by Tenderers using the scoring scale above and their reasoned professional judgement. The evaluators will all evaluate separately and then meet to discuss their scores, seeking to agree a final score collectively moderated by the Council’s Procurement Representative for this Tender. This moderation will include all Method Statements.

### SOCIAL VALUE

The Customer is not intending to include a social value requirement due to being unable to guarantee the level of work that will result from the Contract.

### INTERVIEWS AND/OR PRESENTATIONS

Whilst it is unlikely that presentations or interviews will be held as part of the evaluation process, the right is nonetheless reserved to seek additional information or clarification at any stage, which may include requesting meetings with Tenderers if appropriate.

### AWARD OF CONTRACT

Upon conclusion of the evaluation, the scores for price, quality will be combined to give a total score out of 100 and the Tenderer with the highest number of points will be awarded the Contract.

The Tenderer to be offered the Contract will be advised accordingly via [Supplying the South West Portal](https://www.supplyingthesouthwest.org.uk/) Such award, offered pursuant to this Invitation to Tender, will be on the basis of the most economically advantageous tender, based on the evaluation criteria described above.

Tenderers whom it is proposed will not be offered the Contract will be advised of this via [Supplying the South West Portal](https://www.supplyingthesouthwest.org.uk/) and will be entitled to receive feedback on the relative merits and characteristics of their tender submission compared with that of the accepted tender.

The Customer does not bind itself to accept any tender.

The award of the Contract will not be subject to a voluntary standstill period.

All Tenderers are advised that they should not take any action for example commencing the delivery of Goods or implementation of Services, until the award decision is finalised and communicated to you as above. Tenderers should also refrain from undertaking any publicity, marketing or promotional activity until such confirmation is received. In any event, Tenderers must seek prior approval from the Customer, before undertaking any marketing activity.

### ACCEPTANCE OF TENDER

The Customer does not bind itself to accept the lowest or any tender, and unless a Tenderer expressly states that a partial award will not be acceptable, then the right is reserved to accept a tender in part.

Upon conclusion of all the above stages, a formal Contract will be entered into between the Customer and the successful Tenderer. The Terms and Conditions governing the Contract will be those agreed between ESPO and the successful Tenderer as part of the overarching Framework Agreement. Unless and until a formal Contract is prepared and executed, the Tenderer’s tender submission, together with the Customer acceptance thereof, shall constitute a binding Contract between the parties. Please see Section 7 for further details on the Terms and Conditions.

 **5. INSTRUCTIONS FOR COMPLETING AND SUBMITTING A TENDER**

This Invitation to Tender documentation should only have been downloaded from the **eProcurement Portal** ([[Supplying the South West Portal](https://www.supplyingthesouthwest.org.uk/)l](https://www.supplyingthesouthwest.org.uk/)) which ishosted by Proactis. It is important that every organisation submitting a tender is registered on the portal as it will be the single route through which any clarifications and questions will be managed. Please note that you will only need to register once to do business with any organisation that currently, or in the future, is using eProcurement portals powered by Proactis.

You must not share this tender documentation with other potential bidders; they should register and download their own copies to ensure that they receive all the information relevant to this tender process.

Tenders are completed offline and must be uploaded to the portal as a document or documents (either in word or excel format, as issued).

Note: you will only receive email notifications regarding your expression of interest or other important actions on the system. Email alerts may be blocked by your company’s SPAM filter. We recommend that you contact your ICT department to ensure that emails from the domain “@due-north.com’’ are excluded from the SPAM filter “blocked addresses’’. We also recommend that you log onto the eProcurement Portal at regular intervals during the tender process, particularly as deadlines approach, to ensure that you are aware of all emails concerning the tender process that have been sent through the portal. It is the sole responsibility of the service provider to do so.

### PORTAL TECHNICAL SUPPORT

Full instructions on how to bid for contract opportunities on the portal can be found on the Supplying the Southwest Procurement website, and can be accessed in the help section by clicking on the question mark icon located in the top right-hand corner of the home page. If you are unable to resolve your issue by this method and require additional assistance, please contact the Technical Support Team.

**Email for Non-Emergency issues and General Technical Support**

For all non-emergency issues and general support, please contact Proactis Technical Support Team via email, ProContractSuppliers@proactis.com. This will auto-log you a support ticket in the PROACTIS Supplier Support Helpdesk, <http://proactis.kayako.com/default>

The very first time that you log a ticket in the PROACTIS Supplier Support Helpdesk you will be issued with a registration email. This will give instructions on how to log in, review and update your tickets effectively, as well as having full audit records.

**Phone number for Time-Sensitive or Emergency Contact only**

Telephone +44 (0)330 005 0352

(lines open 8.30am – 5. 30pm Monday to Friday, excluding bank holidays)

General, routine enquiries should be dealt with through the PROACTIS Supplier Support Helpdesk. If you have a time sensitive/emergency situation the help desk may be contacted via this phone number. Prior to doing so you should already have logged a support ticket via the method outlined above.

Note: questions relating to the tender content should be submitted to the Customer by accessing the messaging tool for each tender – please see the introduction pages of this Invitation to Tender for details.

### COMPLETING THE INVITATION TO TENDER

To enable evaluating officers to assess fully the Tenderer’s suitability all of the information requested in this Invitation to Tender must be provided. Failure to complete the Tender Submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:

* Please answer every question.
* Questions must be answered in English.
* When posed with Yes / No questions, please either circle your answer or delete as applicable.
* All other questions will require you to input text or numbers, or to tick boxes.
* Any figures requested should be stated in full (i.e. £4,000,000 not £4m) and in GBP. Where information relates to foreign accounts, amounts in alternative currencies may be stated, but must also be converted to GBP.
* If the question does not apply to you please write N/A; if you don’t know the answer please write N/K.
* Should you need to provide additional information in response to the questions, please submit a clearly referenced appendix.

Only the information contained within this Invitation to Tender or otherwise communicated in writing by the Customer to the Tenderer should be considered when submitting your tender.

### TENDER SUBMISSIONS

Any information and/or documents submitted on or with this tender must relate to the Tenderer only - the Tenderer being the organisation which it is proposed will enter into a formal Contract should their tender be successful. (All responses and submissions provided by the Tenderer will form part of that Contract). The Customer may seek further clarification from the Tenderer following submission of completed forms where required.

### FORMAT OF TENDER SUBMISSION

Tenderers are required to complete all of the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). In particular, please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except as may be expressly requested or are necessary to properly present your offer.

You should complete and submit all schedules in Part B of this document, namely:

1. Organisation Details and General Information
2. Response to Requirement and Specification
3. Pricing Schedule
4. Freedom of Information Exclusion Schedule
5. Tendering Declaration
6. Submission Checklist

The declaration must be signed by a director, partner or other senior authorised representative in her / his own name and on behalf of the organisation. The details contained in each Tenderer’s response may be specified in any Contract or may form an appendix thereof. Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding Contract.

### SUBMITTING YOUR TENDER

In order to submit a tender for this procurement, you are required to **upload your tender electronically through the portal and ensure you click to ‘submit response’,** prior to the tender closing date and time (note - you do not need to upload a copy of this Part A - Invitation to Tender, but we strongly recommend you keep a copy of your electronic upload for your own records).

**Please allow plenty of time to submit your tender and do not leave it until the day of the tender submission deadline.**

Tenders cannot be considered if they are submitted outside of the portal (i.e. by email or via the messaging tool on the portal). Failure to follow this path will result in the tender submission being disregarded.

**Tenderers are reminded that tender submissions on the portal can be edited up until the tender submission deadline.**

In the event that you encounter technical difficulties with submitting your tender submission then you must report this immediately to Proactis via their Helpdesk (contact details earlier in this section), keeping a record of all of the communications that take place.

**Completed tender submissions must be uploaded and submitted by 06 October 2022 at 12:00 Noon** via the [**Supplying the South West Portal**](https://www.supplyingthesouthwest.org.uk/)**.** Any amendments to the submission deadline will be communicated through the portal. Tenders submitted after the designated time and date will be rejected. **Tenders and/or any documentation supporting a tender submission must NOT be submitted by fax or email.**

## 6. CONDITIONS OF TENDER

In submitting a response to this Invitation to Tender, Tenderers do so on the conditions set out below. In the event of any breach of the conditions the Customer shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.

### WARNINGS AND DISCLAIMERS

Tenderers should consider only the information contained within this Invitation to Tender, or otherwise communicated in writing to Tenderers, when preparing their tender.

Information supplied by the Customer (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own investigations with regard to the accuracy of such information. The Customer cannot accept responsibility for any inaccurate information obtained by Tenderers.

### TENDERER CONDUCT AND CONFLICTS OF INTEREST

Tenderers shall not, before the date and time specified for return of the tender, communicate to any person the amount or approximate amount of the tender or proposed tender, except where the disclosure in confidence of the approximate amount of tender is necessary to obtain insurance cover.

The tender shall be a bona-fide tender and shall not be fixed or adjusted by or under or in accordance with any agreement or arrangement with any other person.

Tenderers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from tendering or agree as to the amount of any other tender to be submitted.

Tenderers must not, in connection with the proposed Contract:

* offer any inducement, fee or reward to any member or officer of the Customer
* do anything which would constitute a breach of the Bribery Act 2010 or the Section 117 (2) Local Government Act 1972, or
* canvass any of the persons referred to above in connection with the Contract; or contact any member or officer of the Customer or any person acting as an advisor to the Customer (except as authorised by this Invitation to Tender for the purpose of asking genuine questions about the process or the Contract) about any aspect of the proposed Contract or for soliciting information in connection therewith.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors and the Customer and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement process at the discretion of the Customer.

### TENDERER’S RESPONSIBILITY TO SUBMIT A COMPLETE TENDER

It is the Tenderer’s responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. the Customer is not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with the said instructions, but at its sole discretion the Customer may offer a Tenderer who submits such a tender an opportunity to remedy the omission before evaluation of the tender takes place, provided that in the judgement of the Customer this does not adversely affect the integrity and fairness of the tender exercise.

Unless specifically withdrawn in writing, tenders shall remain open for acceptance for a period of 60 day from the return date.

### BID COSTS

The Customer will not be liable for any tender costs, expenditure, work, or effort incurred by a Tenderer in proceeding with or participating in this procurement process, including if the procurement process is terminated or amended by the Customer.

### THE CUSTOMER’S RIGHTS

The Customer reserves the right to

* Seek additional information or clarification from Tenderers at any time during the tender process.
* Disqualify any Tenderer that does not submit a compliant tender, in accordance with the instructions given in this Invitation to Tender.
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its tender, expression of interest, the application form or the procurement process.
* Withdraw this Invitation to Tender at any time, and to re-invite tenders on the same or any alternative basis.
* Choose not to award any Contract as a result of the procurement process.
* Make whatever changes it sees fit to the timetable, structure or content of the procurement process.
* Retain copies of all tender submissions to satisfy its audit obligations and for other purposes.

### CONFIDENTIALITY AND FREEDOM OF INFORMATION ACT

This Invitation to Tender is made available on condition that its contents (including the fact that the Tenderer has received this Invitation to Tender) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender.

As a public body, the Customer is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Customer shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.

While the Customer aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Customer in the form provided in the Tender Submission Document (i.e. the Freedom of Information Exclusion Schedule).

Tenderers should be aware that, in compliance with its transparency obligations, the Customer may publish details of its Contract(s), including the Contract values and the identities of its Service Providers on its website.

* More information is available on [www.ico.org.uk](http://www.ico.org.uk/)

### PUBLICITY

No publicity regarding the Contract or the award of any Contract will be permitted unless and until the Customer has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without the prior written consent of the Customer.

## 7. TERMS AND CONDITIONS

The Terms and Conditions that will apply to the awarded Contract of this tender process can be found within Appendix A - Call-Off Terms and Conditions.

### CONTRACT

The following documents shall form part of the Contract between the Customer and the successful Tenderer which shall be legally binding on both parties:

1. The Contract terms (see attached as Appendix A)
2. Specification
3. Schedules
4. Pricing model (as completed by the successful Tenderer)
5. Response to requirements/method statement questions (as completed by the successful Tenderer)
6. A list of commercially sensitive information (as completed by the successful Tenderer(s))

### AGREEMENT TO TERMS AND CONDITIONS

By submitting a bid, Tenderers are agreeing to be bound by the Terms and Conditions without further negotiation or amendment, and must sign the Tendering Declaration accordingly.

Should a qualification of offer be made to change the Terms and Conditions by any Tenderer, then grounds will exist to exclude such bids from further consideration.

## 8. APPENDIX A – TERMS AND CONDITIONS OF CONTRACT

The Call-Off Terms are attached as separate documents, for ease of reference and comprise 3S-22-Strategic HR Services-Call off Terms and 3S-22-Strategic HR Services-Master Contract Schedule.