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**Invitation to Tender for**

**Internal Audit Contract**

**T088/2023**

1. **Background and Information Relating to the Contract**
   1. **Overview of the Pioneer Group**

**Who is the Pioneer Group?**

Pioneer Group is a partnership of people and organisations who have come together to enable people and communities to be the best they can be. We use our years of collective regeneration expertise to help people and communities flourish in an ever-changing social and economic landscape. Working closely with other local partners, service providers and stakeholders, we deliver community-driven, bespoke traditional and non-traditional housing solutions, and essential support services such as youth, family support, health and employment.

The Head Office is based at 11 High Street Castle Vale Birmingham B35 7PR.

The Pioneer Group subsidiaries are:

**Compass Support**

Compass Support provides services targeting young people, families, vulnerable groups and older people from their base at The Sanctuary. They began as youth work providers but have grown their remit and locations.

We are a value-driven charitable organisation:

* We are community and customer focused
* We are innovative, making good things happen
* We always deliver quality, and achieve value for money
* We act with integrity and take personal responsibility
* We treat people with dignity and respect

Our Strategic Goals:

* Provide great homes and excellent services
* Help people to reach their true potential
* Empower communities and identify community driven solutions
* Build a strong and value driven organisation

You can read more about the Group [**here**](https://www.pioneergroup.org.uk/)

* 1. **Overview of the Contract**

Our current Internal Audit Contract expires end of March 2022. We now wish to procure a new Internal Audit contract to continue the Audit service for The Group.

The key requirements of the Contract are as follows:

* Development of high-quality internal audit services that achieves Value for Money
* Development of close working relationships
* Dedicated account management
* Establish an effective Service Level Agreement with appropriate performance measures
* Regular feedback, updates and reporting

The Pioneer Group is also looking to secure maximum added value from the Contract. The following, whilst not exhaustive, are examples of added value activities that might be provided:

* Training services
* Workshops/surgeries
* Access to events and briefings
* On line case progress tracking
* Pro bono work
* Involvement with community-based events/activities
  1. **Purpose of the Invitation to Tender**

This ITT provides the details of a competition being conducted by the Pioneer Group to select a Successful Bidder for the Contract.

* 1. **Contact information**

All communication in respect of the bid process shall be addressed to:

Kayleigh Hall – Governance & Assurance Manager

Pioneer Group

11 High Street

Castle Vale

Birmingham B35 7PR

0121 748 8100

Mobile: 07702 349 424

[kayleigh.hall@pioneergroup.org.uk](mailto:neil.pickering@pioneergroup.org.uk)

* 1. **Duration of the Contract**

It is envisaged that the Contract with the Successful Bidder shall last for an initial period of three years, with an option to extend at the Pioneer Group’s sole discretion for a further two years plus two years, giving a total potential term of seven years.

* 1. **Specification**

Section 1.2 contains a broad description of the service to be provided by the successful Bidder under the Contract. Full details of the service to be provided under the Contract are contained in the Specification set out at Appendix 1 of this ITT. The Successful Bidder shall be required to comply with the Specification in providing the service.

* 1. **Pricing**

As part of their bid submission Bidders must complete and return the Pricing Document set out at Appendix 2 of this ITT. The completed Pricing Document shall be taken into account by the Pioneer Group in evaluating Bidders’ bids.

If a Bidder is successful in its bid for the Contract, then the Pricing Document it submitted as part of its bid shall be referenced in the Contract it enters into with the Pioneer Group and shall be used in calculating the amount payable to the Successful Bidder under the Contract.

* 1. **Conditions of Contract**

The Conditions of Contract that the Pioneer Group proposes to enter into with the successful Bidder is set out at Appendix 6 of this ITT.

1. **Important Notices for Bidders**

This Invitation to Tender (“ITT”) is being made available only to those Bidders who have been selected by the Pioneer Group to bid for the Contract (hereinafter referred to as the **“Contract”**). This ITT is made available on condition that it is to be used in connection with bidding for the Contract and no other purpose whatsoever.

* 1. **Confidentiality**

Subject to the exceptions referred to below, the information in this ITT is made available by the Pioneer Group on condition that Bidders shall:

* + 1. at all times treat such information as confidential;
    2. not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and
    3. not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for the Contract.

Notwithstanding the conditions referred to in paragraphs 2.1.1 to 2.1.3 above, Bidders may disclose, distribute or pass information to another person if:

* + 1. done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this ITT; or
    2. The Pioneer Group gives its prior written consent in relation to such disclosure, distribution or passing of information.

The Pioneer Group may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. The Pioneer Group also reserves the right to disseminate information that is materially relevant to the Contract to all Bidders, even if the information has only been requested by one Bidder. The Pioneer Group shall act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

* 1. **Accuracy of information**

The information contained in this ITT has been prepared by the Pioneer Group in good faith but does not purport to be comprehensive or to have been independently verified. The Pioneer Group does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with the Pioneer Group should make their own enquiries and investigations of the Pioneer Group requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.

Nothing in this ITT is, or should be relied upon as a promise or representation as to the future and the Pioneer Group does not undertake to provide Bidders with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. The Pioneer Group reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into the Contract.

* 1. **Anti-collusion**

Any Bidder who, in connection with the competition for the selection of Bidders for the Contract:

* + 1. fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other Bidder;
    2. enters into any agreement or arrangement with any other Bidder to refrain from making a bid or to alter, in any way the content of any bid to be submitted;
    3. causes or induces any person to enter into any such agreement as referred to in paragraph 2.3.1 or 2.3.2 above or to inform any other Bidder of the content of any other bid for the Contract;
    4. offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for the Contract; or
    5. communicates to any person (outside its consortium, its professional and financial advisers other than the Pioneer Group or any person duly appointed by the Pioneer Group) the content of its proposed bid,

shall be disqualified (without prejudice to any other civil remedies available to the Pioneer Group and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Anti-Collusion Certificate set out at Appendix 4.

* 1. **Non-canvassing**

Any Bidder who, in connection with its bid for the Contract

* + 1. offers an inducement, fee or award to any representative of the Pioneer Group or any person acting as an adviser to the Pioneer Group in connection with the selection of Bidders for the Contract; or
    2. does anything which would constitute a breach of the Bribery Act 2010,

shall be disqualified (without prejudice to any other civil remedies available to the Pioneer Group and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Non-Canvassing Certificate set out at Appendix 5.

* 1. **Copyright**

The copyright in this ITT is vested in the Pioneer Group and may not be reproduced, copied or stored in any medium without the prior written consent of the Pioneer Group. This ITT and any document issued to Bidders supplemental to it shall remain the property of the Pioneer Group and shall be returned upon demand.

* 1. **Confidentiality**

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the Contract, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of the Pioneer Group (in relation to the form and content of the proposed publicity).

* 1. **The Pioneer Group’s right to reject bids**

Notwithstanding anything else stated in this ITT, the issue of this ITT in no way commits the Pioneer Group to enter into the Contract or any other agreement whatsoever. the Pioneer Group is not bound to accept any bid and reserves the right to accept any bid either in whole or in part.

Subject to the requirements of the Public Contracts Regulations 2015, the Pioneer Group reserves the right to reject any or all of the responses received and discontinue the bidding process and/or reject any incomplete or incorrectly completed responses.

Bids shall be checked initially for compliance with the requirements of this ITT and for completeness. Clarification may be sought from Bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant with the requirements of this ITT may be rejected.

* 1. **Time**

The Pioneer Group reserves the right, in its absolute discretion to amend the timetable or extend any time period in this ITT.

* 1. **Bid costs and loss of profits**

Bidders shall bear their own costs and in no circumstances whatsoever shall the Pioneer Group become liable for any bidding costs, nor shall the Pioneer Group be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a Bidder as a result of that Bidder not being awarded one or more Contracts pursuant to this procurement process. The Pioneer Group shall similarly not be liable in the event that the procurement process is cancelled, whatever the reason.

1. **General Matters**
   1. **General approach**

Although this ITT is not subject to the Public Contracts Regulations 2015, Bidders are reminded that the Pioneer Group will conduct the process in accordance with the key EU principles of transparency, non-discrimination and equal treatment.

* 1. **Enquiries and communication**

During the ITT stage Bidders may submit questions and requests for Clarification or further information. Bidders should note the following procedure for obtaining further information or Clarification on matters arising during the ITT stage:

* + 1. Bidders shall address their questions and requests for Clarification or further information to the contact point set out at Section 1.4 above;
    2. on receipt of a request for Clarification or further information, the Pioneer Group may, at its sole discretion, endeavour to respond to the Bidder and provide such Bidder with any additional information to which the Pioneer Grouphas access, but the Pioneer Groupshall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from the Pioneer Group shall not entitle a Bidder to make any particular assumptions about the matters sought to be clarified);
    3. Except as stated below, all questions and requests for Clarification or further information and the corresponding responses, shall be circulated by the Pioneer Group to all Bidders;
    4. When submitting a question or request for Clarification or further information, Bidders should indicate whether or not they believe the question or request for Clarification or further information is commercially confidential to them and should not therefore be shared with other Bidders. Any such question or request for Clarification or further information should be marked ***‘Confidential – not to be circulated to other Bidders*’;**
    5. If the Pioneer Group considers that, in the interests of open and fair competition, it is unable to respond to the question or request for Clarification or further information on a confidential basis, it shall inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter request that either the query be withdrawn or treated as not confidential;
    6. All questions or requests for Clarification or further information must be submitted by 25th September 2023 at the latest. Questions or requests for Clarification must be submitted electronically via email to Kayleigh.hall@pioneergroup.org.uk
    7. Requests/questions received after this time shall not be responded to by the Pioneer Group.
  1. **Amendments to the ITT**

The Pioneer Group reserves the right to issue amendments or modifications to this ITT during the ITT stage. These shall be issued to all Bidders simultaneously and bids shall be assumed to take account of any such modifications and amendments.

* 1. **Not applicable**
  2. **Procedure for the submission of bids**

The closing date for the submission of the completed ITT is 12pm 02nd October 2023. Completed ITTs can be submitted electronically to [kayleigh.hall@pioneergroup.org.uk](mailto:neil.pickering@pioneergroup.org.uk) or by other means to reach The Pioneer Group by 17:00pm 02nd October 2023

Please provide your response to this ITT by completing the required documents. Please do not provide separate or different types or formats of documents unless specifically requested to do so.

Please note that the designated limits on length of responses set out in the ITT must be strictly adhered to. Any question response exceeding the designated limit shall be disregarded beyond that limit. Unless specifically requested to do so, please do not include or upload any standard marketing or promotional material within your answer as this shall be disregarded.

Supporting information (appendices, attachments etc.) should be presented in the same order as, and should be referenced to, the relevant question.

Late Tender submissions shall not be accepted.

Bidders are strongly recommended not to leave their ITT submission to the last minute. The Pioneer Groupshall not be held liable for failures to submit an ITT on time due to technical issues reported less than 24 hours before the submission deadline.

* 1. **Bidder Interviews and Site Visits**

Once the deadline for bid submission has passed, the Bidders who have submitted a bid shall be invited to attend an Interview at the Pioneer Groupto further explain their proposals for carrying out the Contract they are bidding for.

The provisional dates for these Interviews are as set out at Section 3.7 of this ITT, though the dates, times and venues of the Interviews and Site Visits shall be confirmed with Bidders under separate cover.

The maximum percentage or “weighting” the Pioneer Groupshall give to the Interviews and Site Visits is set out at Section 5.4 of this ITT.

Note that the Pioneer Groupreserves the right not to invite a Bidder to participate in the Interview and/or Site Visit stage of the procurement process if the Bidder’s combined score for the Pricing Document as set out at Appendix 2 and Written Return as set out at Appendix 7 is such that they shall not be able to win the Contract even if they were to get maximum marks for the Interview and/or Site Visit.

* 1. **Procurement timetable**

The indicative timetable for the procurement process is as set out below:

|  |  |
| --- | --- |
| **Stage** | **Date** |
| ITT made available to Bidders | 1st September 2023 |
| Deadline for requests for Clarification | 25th September 2023 |
| Deadline for submission of bids | 02nd October 2023 |
| Bidder Interviews | W\c 06th November 2023 |
| Completion of evaluation of and notification of result | 24th November 2023 |
| Contract commencement | 1st April 2024 |

The Pioneer Groupreserves the right to amend the above timetable.

1. **Bid Return Requirements**
   1. **General**

This Section provides Bidders with details of the form and content of bids that are invited and sets out the procedural requirements with which Bidders must comply when submitting a bid in order for their bid to be considered by the Pioneer Group. The process is intended to:

* + assist the Pioneer Group in choosing the most economically advantageous bid;
  + make clear the requirements with which Bidders must comply and the basis on which the bids shall be evaluated; and

maintain competition throughout.

If a Bidder does not comply with the requirements as set out at this Section 4, the Pioneer Group may (in its sole discretion) disqualify the Bidder from the competition.

The bid and any supporting documentation should be appropriately cross-referenced to this ITT. Bids should be as clear and concise as possible, in order to enable the Pioneer Group to evaluate bids in accordance with this ITT.

Bidders shall confine each response to the question being asked. The Pioneer Group shall only evaluate each response against the relevant question. Any Bidder response that is applicable to more than one question shall be repeated as necessary.

Any question response exceeding the designated limit shall be disregarded beyond that limit.

All bids shall be submitted in English. Bidders are reminded that Variant Bids shall not be accepted.

All pricing should be **exclusive** of Value Added Tax (VAT).

* 1. **Content of bids**

All bids must consist of the following items/documents:

* + 1. Confirmation of unconditional acceptance of the Specification as set out at Appendix 1 and the Conditions of Contract as set out at Appendix 6, signed by the authorised signatory submitting the bid on behalf of the Bidder;
    2. A completed Pricing Document set out in Appendix 2;
    3. A completed Form of Tender as set out at Appendix 3 signed by the authorised signatory submitting the bid on behalf of the Bidder;
    4. A completed Anti-Collusion Certificate as set out at Appendix 4, signed by the authorised signatory submitting the bid on behalf of the Bidder;
    5. A completed Non-Canvassing Certificate as set out at Appendix 5, signed by the authorised signatory submitting the bid on behalf of the Bidder;
    6. A completed Written Return as set out in Appendix 7, specifying how the Bidder shall carry out the Services to be provided under the Contract;
    7. An Anti-Slavery and Human Trafficking Statement setting out how the Bidder has taken steps to ensure that slavery and human trafficking is not taking place in any part of the business or supply chains. The Successful Bidder shall be required to provide an updated statement annually.

1. **Evaluation of Bids**
   1. **Introduction**

The purpose of this Section is to provide information to Bidders on the evaluation process for bid submissions and the criteria that shall be used to select the successful Bidder.

* 1. **Evaluation for compliance**

Bids shall be checked initially for compliance with this ITT and for completeness. Bids that are not substantially complete and/or compliant with this ITT may be rejected. During the evaluation period, the Pioneer Groupreserves the right to call for further information from the Bidders to assist it in its consideration of their bids.

* 1. **Not applicable**
  2. **Evaluation criteria**

Bids for the Contract for shall be evaluated on the basis of the criteria set out below to determine the most economically advantageous tender (MEAT). The Pioneer Group has allocated a maximum score for each element as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Area** | **Criteria** | **Weighting** | | **Total** |
| **Written Return** | **Interview**  **Site Visit** |
| **Quality** | **Service Delivery** | **25%** | **10%** | **35%** |
| **Contract Management** | **5%** | **5%** | **10%** |
|  | **Added Value** |  | **5%** | **5%** |
| **Price** | **Pricing Document** |  | | **50%\*\*** |
| **Overall Weighting** | | | | **100%** |

\* Bidders should refer to Appendix 7 of this ITT for further details of the % weighting that shall be given to each individual element of the Written Return in the evaluation.

\*\* Bidders should refer to Appendix 2 of this ITT for an explanation as to how the Pricing Document shall be evaluated.

\*\*\* Further details of the criteria against which the Interview shall be assessed shall be provided to Bidders in advance of the Interview .

1. **Glossary of Terms**

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| Bidder | The organisation(s) formally invited to submit a tender |
| Clarification | A request from a Bidder for further information regarding the content of the tender documents |
| Contract | The formally agreed document that is created between the Pioneer Group and the successful Bidder |
| Evaluation Criteria | The list of key criteria that is used to assess a Bidder’s tender |
| ITT | The Invitation to Tender document issued to Bidders |
| Pricing Document | The schedule containing the Bidder’s tender pricing proposal |
| Regulations | The Public Contracts Regulations 2015 that governs the award of public contracts in the UK. |
| Scoring Methodology | The basis on which bids are to be scored against the [Evaluation Criteria](http://www.procurementportal.com/glossary/#Award criteria). |
| Specification | The technical statement of what is to be provided under the scope of the Contract |
| Successful Bidder | The organisation formally appointed as the Contractor |
| Variant Bid | A bid which is different from that specifically requested by the Pioneer Group in the tender documents |

**Appendix 1** **– Specification**

1. **Scope of Contract**

The Pioneer Group is looking for the provision of a complete Internal Audit service from 2024.

During this contract period The Pioneer Group will be developing a new Corporate Plan for five years with the delivery of this new Corporate Plan from 2025.

The Internal Audit service to be provided should encompass the following guiding principles:

* Compliance with company policies and procedures, laws and regulations
* Assurance with particular focus on Health and safety, Industry and Regulatory Compliance
* Performance improvement using benchmarking, best practice, improvement opportunities and process review
* Risk identification through reviewing the effectiveness of enterprise risk management, evaluation of emerging risks, integrating risk assessments into the audit process
* Identify areas of best practice within the Pioneer Group

The service should consist of the following specific elements:

**Planning**

* Full internal audit service covering The Pioneer Group and its subsidiaries
* Determine the extent of the work needed to achieve coverage of The Pioneer Group’s objectives and the risks to its achievement, including safeguarding, its assets and compliance
* Identify, document and evaluate the key controls within each system
* Develop a five year strategic audit plan
* Prepare an operational internal audit plan
* Prepare scopes for each audit assignment before the assignment begins
* Liaise effectively with The Pioneer Group’s external auditors, managers and staff as required to ensure efficient and effective delivery of services.

**Audit process and reporting**

* Carry out compliance tests to assess the extent to which controls are operating
* To report on weaknesses found and identify best practice for solutions to these weaknesses, propose new ways of improving economy, efficiency and effectiveness of systems, procedures and controls
* Report on ways of improving economy, efficiency and effectiveness
* Attend meetings of the Audit & Assurance Committee when requested
* Present the audit plan, findings and recommendations to the Audit & Assurance Committee including Management’s response and agreed action dates
* Undertake follow up work to confirm the implementation of audit recommendations
* Report on the level of assurance of the controls to support the internal controls assurance framework
* Prepare an annual Internal Audit report for The Group and present this to the Audit & Assurance Committee giving an overall assurance opinion
* Offer advice and other services as required to ensure compliance, improve service delivery and performance and return on investments

1. **Location of Delivery**

The Internal Audit will usually be undertaken at one The Pioneer Group’s Sites depending which part of The Group is being audited. This will be decided upon at the scoping stage of each audit.

1. **Operation of the Contract**

The Pioneer Group will provide a point of a contact for the delivery of the Internal Audit Service. This person will liaise with the Internal Auditor’s Contract lead to ensure that the Internal Audit process is carried out effectively.

The Internal Audit Contract Lead will meet with relevant Directors to develop a five year Internal Audit programme. This will then be broken down into an annual audit programmes for delivery in the year. This will be scrutinised and approved by the Finance Audit and Risk Committee.

The Pioneer Group’s year is from 1st April to 31st March.

1. **Authorised Working Hours**

The internal audit office hours are usually between the hours of 9am – 5pm Monday to Friday excluding bank holidays however, the ability to work outside of the hours can be arranged by prior notice.

1. **Technical Specification**

We currently undertake 32 audit days per year with 7 management days or 8 internal audits per year with 7 management days

1. **Expected Outputs**

* Develop a flexible, risk based internal audit strategy
* Develop and Deliver Internal Audits as per annual audit plan
* Attend Audit & Assurance Committee meetings to present findings of Internal Audit Reports
* Provide an annual overall internal audit opinion of the Group’s overall adequacy and effectiveness of the organisation’s risk management, control and governance processes
* Ensure that the internal audit team consists of professional audit staff with sufficient knowledge, skills, and experience.
* Perform advisory activities where appropriate, beyond the standard internal audit assurance services, to assist The Pioneer Group to meet its objectives. This may include, but not be limited to facilitation, process design and training.
* Apply a systematic disciplined approach to evaluate and report on the effectiveness of risk management, internal control, value for money and governance processes.
* Evaluate and assess significant merging or consolidating functions and new or changing services, processes, operations within the organisation.
* Highlight in reports to the Audit & Assurance Committee control weaknesses and required associated improvements together with corrective action recommended to management based on an acceptable and practicable timeframe.
* Undertake follow up reviews to ensure internal control improvements have been implemented within specified and agreed timeframes.
* Provide performance results and benchmarking to the Audit & Assurance Committee
* Advise the Chief Executive and/or the Chair of the Audit & Assurance Committee , at the earliest opportunity, of any suspected irregularity identified during the course of the audit work carried out
* Liaise with the external auditor for the purpose of providing optimal audit coverage to the organisation and achieve value for money.

1. **Performance Management**

State the performance management data required under the Contract

* Internal Audit Reports
* Annual Internal Audit Opinion
* 5 year Internal Audit Strategy
* Annual Internal Audit Plan
* Internal Audit follow-up reports

**Appendix 2 – Pricing Document**

**Notes for Bidders**

Bidders are required to complete this Pricing Document.

All pricing should be **exclusive** of Value Added Tax (VAT).

**Pricing Evaluation Methodology**

As stated in Section 5 (Evaluation of Bids) of this ITT document, pricing shall count for 50% of the total marks available for Contract.

The Bidder that submits the lowest Total Contract Sum shall receive the maximum score of 50%. Each other Bidder’s Total Contract Sums shall be scored based on the following formula:

|  |  |  |
| --- | --- | --- |
| Lowest Total Contract Sum | X | 50% |
| Bidder’s Total Contract Sum |

For the purposes of the evaluation, each Bidder’s Total Contract Sum shall be as calculated in the Schedule of Rates.

The Pioneer Groupreserves the right to ask Bidders to clarify elements of their Pricing submission as necessary to ensure that the Pioneer Group is able to evaluate the pricing submissions on a like for like basis.

**Pricing Preambles**

1. The Pricing Document contains the Bidder’s rates.
2. The descriptions in the Pricing Document shall not be regarded as an exhaustive statement of everything included in the Contract; refer to the Specification for the full Contract requirements. The rates in the Pricing Document shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Services.
3. The rates in the Pricing Document shall include for the whole of the Bidder’s obligations under the Contract whether expressly stated or reasonably implied. No additional request for payment shall be permitted unless authorised in writing by the Pioneer Group.
4. All rates quoted are to be fixed until 31st March 2027. 1st April 2027 onwards pricing shall be subject to review between the parties, and any proposed increase shall be agreed in writing by the Pioneer Group. Any rate of increase shall be limited to a maximum of the prevailing CPI rate at the time of the review, published by the Office for National Statistics.
5. Where quantities are stated in the Pricing Document the Bidder should note that they may vary and there is no guarantee of quantity. The rates quoted in the Pricing Document shall apply regardless of the actual quantity of Services subsequently ordered.
6. The rates shall be sufficient to provide the Services in the Specification in isolation from any other requirement and in any quantity.
7. No quantity or continuity of work is guaranteed to the Bidder and this should be taken into account when completing the Pricing Document. Unless expressly stated to the contrary, any quantities given in the Pricing Document are indicative only.
8. Payment shall be made in accordance with the Pricing Document and the procedures described in the Conditions of Contract attached at Appendix 6.
9. The Bidder shall include all mileage costs and subsistence costs within the submitted rates.
10. The Bidder shall include all costs for the production of any documentation and the attendance of any meetings required by the Pioneer Group under the Contract within the submitted rates.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Service | 2024/25 | 2025/26 | 2026/27 | 2027/28 | 2028/29 |
| Full internal audit service for The Pioneer Group |  |  |  |  |  |

The above rates shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the service.

**Appendix** **3 – Form of Tender**

To: The Pioneer Group

Re: Internal Audit Contract (the **“Contract”**)

Dear Sirs

1. Having examined the Invitation to Tender and having satisfied ourselves as to all other matters relevant thereto, we confirm our tender for the Contract.
2. We enclose our tender, and confirm that these comprise all of the documents required to be submitted in accordance with the matters set out in the Invitation to Tender. We acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender.
3. We hereby unconditionally and irrevocably offer to provide the service requested to be provided and performed under the Invitation to Tender in accordance with the Contract and at no greater rates or prices than the rates or prices stated in the Pricing Document.
4. We confirm that we are fully conversant with all the Invitation to Tender documentation and that this tender is submitted strictly in accordance with the Invitation to Tender.
5. We agree that this tender shall remain open to be accepted or not by the Pioneer Group and shall not be withdrawn for a period of twelve (12) months from the deadline for receipt of tenders as set out in the Invitation to Tender, or such longer period as may be agreed with the Pioneer Group.
6. We undertake to execute the Contract for the proper and complete fulfilment of the service required or any part or parts thereof, as you may in your absolute discretion award to us.
7. We agree that we shall commence and undertake the service required when instructed to do so pursuant to the terms of the Contract.
8. We certify that the details of this tender and the Invitation to Tender documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
9. We acknowledge that the Pioneer Group is not bound to accept the lowest or any tender it may receive, and reserve the right at its absolute discretion to accept or not to accept any tender submitted.
10. We certify that we have full power and authority to enter into the Contract and to carry out the service, and that this is a bona fide tender.
11. We confirm that in submitting our tender, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation to Tender).

**Total Price for this Tender**

£

in words

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **4 – Anti-Collusion Certificate**

To: The Pioneer Group

Re: Internal Audit (the **“Contract”**)

The essence of the public procurement process is that the Pioneer Group shall receive *bona fide* competitive tenders from all Bidders. In recognition of this principle we hereby certify that this is a *bona fide* bid, intended to be competitive, and that we have not fixed or adjusted the bid by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither have any of our employees, contractors, advisers, agents, officers or subcontractors:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of any bid or the conditions on which any bid is made; or
2. Informed any other person, other than the person calling for this bid, of the content of the bid, except where the disclosure was necessary for the preparation of the bid for insurance, for performance bonds and/or Contract guarantee bonds or for professional advice required for the preparation of the bid; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) and (2) above; or
4. Committed any offence under the Bribery Act 2010, Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid any act or omission; or
6. Canvassed any other persons referred to in paragraph (1) above in connection with the Contract; or
7. Contacted any officer of the Pioneer Group about any aspect of the Contract except in a manner permitted by the Invitation to Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs (1) to (7) above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and the Pioneer Group.

In this certificate

The word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **5 – Non-Canvassing Certificate**

To: The Pioneer Group

Re: Internal Audit (the **“Contract”**)

**Non-Canvassing Certificate**

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of the Pioneer Group in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we hereby further undertake that I/we shall not in the future canvass or solicit any officer or employee of the Pioneer Group in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf shall do any such act.

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position/Status: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

On behalf of:

(name of Bidder) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

**Appendix** **6 – Conditions of Contract**

The Bidder shall submit the Bidder’s proposed Conditions of Contract. The Pioneer Group reserve the right to request amendments to any part of the Bidder’s proposed Conditions of Contract which is found to be commercially or operationally unfavourable to the Group. Bids may be rejected where the Bidder is unable to agree to the requested amendments.

**Appendix 7 – Written Return**

The Written Return is separated into a number of Sections and questions to provide Bidders with clarity on the overall requirements of the Pioneer Group in relation to the quality measures used to evaluate all bids.

Each Section is linked to the Evaluation Criteria detailed in Section 5 (Evaluation of Bids) of this ITT document. The Section weightings are shown in each Section heading

Each question shall be scored on a scale of 0 to 10 by reference to the following scoring guide:

|  |  |
| --- | --- |
| **Score** | **Description** |
| 9-10 | Exceptional. Demonstrates strengths, no errors, weaknesses or omissions and exceeds expectations in some or all respects |
| 7-8 | Good. The standard of response fully meets expectations. |
| 5-6 | Satisfactory. The response is acceptable but with some minor reservations. |
| 3-4 | Poor. The response is deficient in certain areas where the details of relevant response require the reviewer to make certain assumptions. |
| 1-2 | Very Poor. The response is deficient in the majority of areas where the details of relevant response require the reviewer to make frequent assumptions. |
| 0 | Rejected. Response is unacceptable or non-existent, or there is a failure to properly address any issue. |

**Section 0 - General Information (Information Only\*)**

|  |  |  |
| --- | --- | --- |
| **0.1** | **Bidder company name** | Insert details |
| **0.2** | **Registered address** | Insert details |
| **0.3** | **Trading name (if different from 0.1)** | Insert details |
| **0.4** | **Trading address (if different from 0.2)** | Insert details |
| **0.5** | **Name of person completing the ITT** | Insert details |
| **0.6** | **Telephone number** | Insert details |
| **0.7** | **E-mail address** | Insert details |
| **0.8** | **Company status (e.g. Ltd, Plc, sole trader etc.)** | Insert details |
| **0.9** | **VAT registration number** | Insert details |
| **0.10** | **Company registration number** | Insert details |
| **0.11** | **Date of incorporation** | Insert details |
| **0.12** | **Please attach a latest copy of the Bidder’s last 3 years’ audited accounts.** | |
| Accounts enclosed – Yes/No  Insert appendix reference number | |
| **0.13** | **Please provide evidence of the following levels of insurance cover:**   * **Employer’s liability –** £10,000,000 * Public liability – £5,000,000 * **Professional indemnity –** £5,000,000 | |
| Insurance evidence enclosed **–** Yes/No  Insert appendix reference number | |
| **0.14** | **Please provide details of any relevant industry accreditations held by the Bidder. Please also provide details of any relevant professional qualifications held by Bidder staff.** | |
| Insert accreditation details  Certificate(s) enclosed/ Certificate(s) not enclosed  Insert appendix reference number(s) | |
| **0.15** | **Please provide a copy of the Bidder’s Business Continuity and Disaster Recovery (BCDR) plan, or describe the Bidder’s standard arrangements for ensuring business continuity following a critical incident (e.g. loss of premises or business systems).** | |
| BCDR plan/business continuity arrangements enclosed – Yes/No  Insert appendix reference number | |
| **0.16** | **Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?** | |
| Yes/No  If Yes, insert the URL link to the relevant section on your website | |
| **0.17** | **Please provide a copy of your Safeguarding Policy.** | |
| Safeguarding Policy enclosed –Yes/No  Insert appendix reference number | |
| **0.18** | **Please provide a copy of your Customer Care Policy.** | |
| Customer Care Policy enclosed –Yes/No  Insert appendix reference number | |
| **0.19** | **Please provide the company name, contact details and a brief description of 3 contracts of a similar nature which demonstrate the Bidder’s experience in relation to the Contract requirement. Any Contract award will be subject to a satisfactory reference being provided by one or both of the named companies. This may involve a physical visit to the named company or companies.** | |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Contract 1** | **Contract 2** | **Contract 3** |
| **Name of customer organisation** |  |  |  |
| **Point of contact in the organisation** |  |  |  |
| **Position in the organisation** |  |  |  |
| **E-mail address** |  |  |  |
| **Description of contract** |  |  |  |
| **Contract Start date** |  |  |  |
| **Contract completion date** |  |  |  |
| **Estimated contract value** |  |  |  |

**\*Note to Bidders:**

If any Bidder response raises concerns as to the capability of the Bidder to perform the Contract, the Pioneer Group may seek further clarification from the Bidder. If the Bidder is unable to satisfy the Pioneer Group on the issues raised, the Bidder may be excluded from further evaluation.

**Section 1 – Service Delivery**

|  |  |
| --- | --- |
| **1.1** | **Service Delivery**  The Bidder shall provide the following:   1. The Bidder’s proposed Contract mobilisation plan covering all locations, from notification of Contract award to commencement of the Contract.   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The Bidder’s response shall be scored on a scale of 0-10 in accordance with the scoring guide on page 34 of this ITT. A total of 10 points are available for this question. The individual weighting applied to this question is 25%.  The score out of 10 that the Bidder achieves for the question shall be converted to give their percentage mark for this question.  For example: If a Bidder achieves a score of 5, its percentage mark for the question shall be 20% (i.e. 5/10 x 20 = 10.) The same approach shall be used in the scoring of the other Written Return requirements |
| **Bidder’s response** | |

|  |  |
| --- | --- |
| **1.2** | **Contract Management**  The Bidder shall provide the following:   1. The Bidder’s proposed programme to deliver the Service at all locations, as set out in the Specification.   The Bidder’s response shall explain the understanding of the requirement and the Bidder’s proposed solution to addressing the requirement. Bidders shall provide evidence to support the response. |
| **Scoring**  The individual weighting applied to this question is 5%. |
| **Bidder’s response** | |

**Annex 1 – Written Return Scoring Matrix**

| **Question** | **Basis of assessment/maximum weighted score available** |
| --- | --- |
| **Section 1 – Service Delivery** | |
| 1.1 Service Delivery | 25% |
| 1.2 Contract Management | 5% |

**Invitation to Tender Checklist**

Please ensure you have completed the following prior to submitting your Tender.

|  |  |
| --- | --- |
| **Item** | **Completed** |
| All questions answered, or an explanation why a question has not been answered | Yes/No |
| All supporting documentation included and clearly referenced | Yes/No |
| Unconditional acceptance of the Specification (Appendix 1) and the Conditions of Contract (Appendix 6) | Yes/No |
| A completed Pricing Document (Appendix 2) – bid sum matches Form of Tender (Appendix 3) | Yes/No |
| A completed Form of Tender (Appendix 3) – bid sum matches Pricing Document (Appendix 2) | Yes/No |
| A completed Anti-Collusion Certificate (Appendix 4) | Yes/No |
| A completed Non-Canvassing Certificate (Appendix 5) | Yes/No |
| A completed Written Return (Appendix 7) | Yes/No |
| An Anti-Slavery and Human Trafficking Statement | Yes/No |