CONFIDENTIAL

Invitation to Tender Document

LUV[XXXXX]

The [supply/provision] of [name of goods/service]

[Date]

The [supply/provision] of [name of goods/service]

TENDER PACKAGE

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The [supply/provision] of [name of goods/service]

Section 1 – Overview of the Procurement Exercise

1.1 Timetable

Issue Invitation to Tender (ITT) [Date]

Closing date for receipt of Tenders [Date]

Evaluation of Tenders [Date]

Award Contract [Date]

Contract Start [Date]

Although the University will use reasonable endeavours to adhere to the timetable, it reserves the right to vary it.

1.2 Background to the Tender Exercise

[Describe the requirement and the background to the requirement, including the contract period, incl. any extension options.

If the requirement is being funded/part-funded by a grant (for example, from a research council) it is important to take account of any grant conditions the fulfilment of which will necessitate the assistance of the supplier. It may be necessary that the funder be named in the procurement documentation.]

[Where the requirement is not to be divided into separate lots, the reason for this decision must be stated here.]

[As part of the University’s efforts to derive procurement benefits from closer working with Loughborough University (Loughborough), the right is reserved during the contract period for Loughborough to contract on the same terms, though on a separate parallel contract, and with potentially enhanced prices owing to the increased business across the two universities.]

1.3 Selection and Award Criteria

The Evaluation will be based on the following criteria:

|  |  |  |
| --- | --- | --- |
| **CRITERIA / SUB-CRITERIA** | **PASS/FAIL AND WEIGHTING** | **SECTION** |
| **Selection** |  |  |
| Financial Capacity and Standing | Pass / Fail | 4.2 |
| Past Performance | Pass / Fail [and XX%] | 4.3 |
| Professional and Technical Capacity | Pass / Fail [and XX%] | 4.4 |
| Equality | Pass / Fail [and XX%] | 4.5 |
| Sustainability [The Procurement Unit has a set of questions, beyond the single question included in this template, if required] | Pass / Fail [and XX%] | 4.X.1 |
| [The questions from the Selection Questionnaire, incl. those relating to exclusion grounds and the Modern Slavery Act 2015, should be included where following an Open Procedure for a requirement above the PCR Threshold.  List here any sections/criteria added due to their pertinence to the contract, e.g. Data Protection, Health & Safety, and Business Continuity. The Procurement Unit has sets of questions relating to such Selection criteria, if required] | [Pass / Fail and XX%] | [4.X] |
| **Award** |  |  |
| [Compliance with Essential Requirements]  [Could itemize Requirements here] | [Pass / Fail] | [4.X – 4.X] |
| [Degree to which the Essential Requirements are exceeded and the Desirable Requirements met]  [Could itemize Requirements here, with % breakdown] | [XX%] | [4.X – 4.X] |
| [Sustainability] | [XX%] | [4.X.2 and 4.X.3] |
| *[For £100k+ contracts only]*  [Social Value Quantitative submission  Social Value Qualitative submission (Evidence of Delivery)] | [XX%]  [XX%] | [4.X.1 and via Social Value Portal] |
| Price | [XX%] | 5 |
| **TOTAL** | **100%** |  |

[Where the requirement is to be divided into lots, the number of lots for which tenderers may bid, and the number of lots which may be awarded to any one tenderer, including the criteria for making such a decision, must be stated.]

**[1.4 Scoring Methodology**

[Price Evaluation

It is advised that the method for evaluating Price be included; for example, (Lowest Tendered Price / Tenderer’s Price) x Max Available Price Marks]

[Non-Price Evaluation

Depending on the criteria/sub-criteria chosen, it might be necessary to include a scoring methodology for evaluating the responses to questions that are not simply a Pass/Fail, for example:

|  |  |  |
| --- | --- | --- |
| **SCORE** | **CATEGORY** | **DEFINITION** |
| 0 | Unacceptable | Nil or inadequate response. Fails to demonstrate an ability to meet the requirement. |
| 1 | Poor | Response is generally poor with little or no relevance. The response addresses few elements of the requirement and contains insufficient/limited detail or explanation to demonstrate how the requirement will be fulfilled. |
| 2 | Fair | Response is mostly relevant but elements of the response are poor. The response addresses most elements of the requirement but contains limited detail or explanation to demonstrate how some of the requirement will be fulfilled. |
| 3 | Acceptable | Response is relevant and acceptable. The response addresses a broad understanding of the requirement but lacks details on how the requirement will be fulfilled in certain areas. |
| 4 | Good | Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled. |
| 5 | Excellent | Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full. |

[Social Value Evaluation

[Where a £100k+ contract and so inviting social value submissions via the Social Value Portal as part of the tender, include:

*Qualitative submission via the Social Value Portal*

The evidence provided about how social value targets will be met will be evaluated using the 0-5 scoring methodology above. The assessment will be based on an overall assessment of the quality of the submission.

*Quantitative submission via the Social Value Portal*

The tenderer submitting the highest aggregate social value target submission (after discounting any individual targets for which the qualitative submission scores 0/Unacceptable or 1/Poor, according to the 0-5 scoring methodology above) will be scored the maximum available score for the quantitative element of the social value scoring.

All other tenderers will be scored in relation to the highest social value submission as follows: (Tenderer’s total target social value / Highest total target social value from all tenderers) x Max available marks for quantitative social value submission]

The University reserves the right, after the initial evaluation of the tenders, to invite the highest scoring tenderers to make a presentation of their offer / demonstration of their product at the University (at no cost to the University), after which evaluation scores will be reviewed and the supplier achieving the highest score will be awarded the contract.

Section 2 – Instructions to Tenderers

The University of Leicester issues the Invitation to Tender subject to the following instructions:

2.1 Confidentiality and Publicity

Tenderers (whether their Tender is accepted or not) and all other recipients of the Specification and documents (whether they submit a tender or not) should treat the details of the Specification and the documents attached hereto as private and confidential.

The contents of this ITT must not be 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.

The University may use the information included in a Tenderer's response for any reasonable purpose connected with this ITT. In particular, once a Tenderer has been excluded, the University reserves the right to use any ideas contained in that Tenderer's tender in any ongoing discussions with other Tenderers but undertakes not to reveal the identity of the provider of these ideas.

No publicity regarding the award of any contract (or the provision of goods and/or services under the same) will be permitted unless and until the University 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 University.

2.2 Costs and Expenses

The University of Leicester **will not** be responsible for, or pay for, expenses or losses, which may be incurred by a Tenderer in the preparation of this Tender.

2.3 Preparation of Tenders

Tenderers must ensure that they have all the information required for the preparation of their Tender and satisfy themselves of the correct interpretation of terminology used in these documents. Tenderers must also ensure that they are fully conversant with the nature and extent of the obligations to be accepted by them if their Tender is accepted.

2.4 Validity of Tenders

Tenders must remain valid for acceptance, for a minimum of 3 calendar months from the closing date for the submission of Tenders.

2.5 Accuracy of Information

Whilst every effort has been made to ensure the accuracy of the information given in this tender document, the detailed facts and figures contained herein cannot be guaranteed and Tenderers should satisfy themselves as to their accuracy.

2.6 Conditions of Contract

The [University’s Standard Terms & Conditions for *Goods/Services/Consultancy/IT* / *Named Framework Agreement Conditions of Contract where undertaking mini-competition*] will govern any contract awarded as a result of this tendering exercise.

[Either insert as a separate/referenced section or include as part of the Delta document set the appropriate set of Terms & Conditions]

[Note: It may be appropriate to amend the University’s Standard Terms & Conditions to better suit the procurement exercise in question. For example, it may be appropriate to change the insurance levels or include enhanced clauses relating information security, business continuity / disaster recovery, equalities or sustainability issues (including environmental requirements).]

[It is appreciated that where you are intending to ship the goods from outside of the UK, were you successful in being awarded the contract, you are unlikely to be an importer of record and able to comply with the Delivered Duty Paid (DDP) incoterm assumed within the University’s Standard Terms & Conditions for Goods. In such circumstances, you should work to the Delivered at Place (DAP) Incoterm, and inform the freight company used, of the following:

* The University has opted out of postponed import VAT accounting
* (For information, neither does the University operate a duty deferment account)
* The reason for the importation e.g. standard import / temporary admission / re-import of exported goods (or a customs procedure code)
* Description of the goods (or a customs commodity code)
* The University’s EORI Number; it is GB 916 583 894 000
* Net value of the goods
* Details of any VAT or duty relief certificates (provide a copy) to be presented to Customs at import entry to the UK
* Details of licences required for importation (provide certificates if they are required)
* The import documentation to be provided to the University (e.g. airwaybill, bill of lading, C88, delivery note, commercial invoice, evidence of country of origin)
* The University’s contact; it is *<Name, Position, Tel. No. & E-mail address>*

Note: DHL International (UK) Ltd, UPS Limited, World Courier UK Limited, and Despatch Point are regularly used by the University and are therefore already aware of the following information that is not goods-specific]

If you are UK based but intend shipping the goods from outside of the UK, and are successful in being awarded the contract, you must ensure that you are the importer of record and the freight company you employ to ship the goods engages you, rather than the University, when arranging payment of any import VAT/duty.]

[Always check any changes to the University’s Standard Ts&Cs with the appropriate Category Manager before issuing the ITT]

2.7 VAT

All prices and/or rates submitted shall be exclusive of Value Added Tax (VAT), irrespective of whether or not it may be chargeable and any VAT which is properly chargeable and is supported by an acceptable tax invoice will be paid by the University of Leicester. Zero VAT rated items must be clearly identified.

2.8 Alterations

None of these documents may be altered by the Tenderer. Any modification considered necessary by the Tenderer should be detailed in a separate letter accompanying the tender response.

2.9 Incomplete Tender

Tenders may not be considered if the complete information called for is not given at the time of tendering. Should an error or omission be discovered in a Tender, it will be at the University’s discretion as to whether to give the Tenderer the opportunity to amend or validate the Tender. The Tenderer’s response, and any subsequent adjustment, must be communicated in writing via the Message Centre on the University’s e-tendering facility, Delta.

2.10 Tender Return

The Tender response is required to be submitted via the University of Leicester’s e-tendering website, Delta, [and for the social value part of the Tender, the Social Value Portal]. Detailed instructions on how to make your submission are available within Delta [, and the Social Value Portal, for the social value part of your submission].

The Tender is to be sent to the Category Manager at the University of Leicester via the Delta e-tendering website to arrive no later than the closing time/date stated in Section 1, [with the social value part of the Tender submitted by the same closing time/date via the Social Value Portal] otherwise it may be disqualified.

All general correspondence prior to the final submission of Tender and subsequently is to be sent to the Category Manager at the University of Leicester via the Correspondence option on the University’s e-tendering facility, Delta.

2.11 Hardcopy/Telex/Facsimile/Email

Tenders will not be considered if delivered in hardcopy format or dispatched by telex, facsimile, or e-mail or other electronic method, save via Delta [and the Social Value Portal for the social value part of the Tender].

2.12 Treatment of Tender

The acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement between the University and the Tenderer. Nor does the University undertake to accept the lowest, or part, or all of any Tender. The University, at its sole discretion, reserves the right to accept any Tender(s), or any part, or all of any Tender(s) unless expressly stipulated otherwise in the Tender offer. The University is entitled to abandon the procurement process provided that it notifies Tenderers of the reason(s) for doing so.

2.13 Prices

All prices must be quoted on the basis indicated in the accompanying documents and should comply with paragraph 2.7 in respect of VAT.

The basis of the price shall be inclusive of all costs.

2.14 Acceptance

The University of Leicester will notify acceptance of the Tender(s) to the successful Tenderer(s) as soon as it is reasonably practicable, and to the best of its ability in accordance with the published timetable.

2.16 Initial Evaluation

Personnel authorised by the University will open the Tenders. All Tenders will be verified to ensure that all the information requested has been provided and that the Tender complies with the Invitation to Tender document. Clarification may be requested by the University upon any aspects of the Tender from prospective suppliers at this stage.

2.17 Freedom of Information Act 2000

The University of Leicester, being a public authority when it carries out its public functions, is subject to the Freedom of Information Act 2000 (“the FOIA”). The University understands that in tendering for this contract, you may be concerned that information you provide may potentially be disclosable if a request is made to the University under the provision of the FOIA.

The FOIA requires the University normally to release information specifically required by any “person”. At the same time, the FOIA does recognise that a public authority, in order to carry out its functions, may decline certain requests where an appropriate exemption applies. In particular, two exemptions under s.41 and s.43 of the FOIA may apply. These two exemptions are set out below:

Information provided in confidence:

S.41 provides that information is exempt if it was obtained by the University from any other person and the disclosure of the information to the public by the University would constitute a breach of confidence actionable by that or any other person. In order for the University to rely on this exemption, the information must be given in confidence, that is, the information must not be in the public domain and must not have been treated as non-confidential in the past. The information must also have been provided in circumstances importing an obligation of confidence.

Commercially sensitive information:

Section 43 provides that information may be exempt if it constitutes a trade secret, or if the disclosure is likely to prejudice the commercial interests of any person. This exemption is subject to the public interest test.

Should you, the potential supplier, regard particular information as given in confidence, or constitutes a trade secret, or would prejudice your commercial interests, please indicate this clearly against the information. In addition, over time, the supplier should be aware that some information may lose its confidential or commercial sensitivity. Please indicate, in your view, when such information may be released. This should be a reasonable time period in relation to the nature of the data.

By indicating what information may be confidential or commercially sensitive may assist the University in determining whether any exemption applies. It should be noted that it is the University that must determine whether a disclosure should be made and that this must be determined on a case by case basis by the University.

2.18 Clarification of Tender Requirements

If you require further information or clarification of any points detailed in the Tender documentation, either technical or administrative, please detail these in writing and submit through the University’s e-tendering facility, Delta, at your earliest convenience.

If you have any problems with using the Delta system, please contact the Delta Support Team on 0800 9239236 or via <https://delta-esourcing.com/delta/contact.html>

[If you any problems with using the Social Value Portal, please contact the SVP Technical Support Team via [support@socialvalueportal.com](mailto:support@socialvalueportal.com), allowing one working day for response.]

**2.19 Warnings and Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the University, its advisors, nor any other awarding entities will accept any liability in any circumstances for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability howsoever arising in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its Sections) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to these statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the University.

All suppliers should note that any quantities or volumes contained in this ITT are for indicative purposes only, and any future quantities or volumes may vary from those stated.

If a Tenderer proposes to enter into a contract with the University, it must carry out its own due diligence enquiries and rely only:

* on its own enquiries and judgment in relation to this procurement, including the preparation of its Tender; and
* on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the University (or any other person) to enter into a contractual arrangement.

All suppliers are recommended to seek their own financial and legal advice.

**2.20 Tenderer Conduct**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

(a) devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;

(b) enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

(c) enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

(d) canvass the University or any employees or agents of the University in relation to this procurement; or

(e) attempt to obtain information from any of the employees or agents of the University or their advisors concerning another Tenderer or Tender.

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

**2.21 University’s Rights**

The University reserves the right to:

(a) waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the University;

(b) seek clarification or documents in respect of a Tenderer's submission;

(c) disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT;

(d) disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process. Any Tenderer who directly or indirectly canvasses any employee of the University concerning the award of the Contract will be disqualified. The University may exclude any Tenderers from the tender process who have been found to be in breach of confidentiality or intellectual property rights and may pursue any remedy or take any other action for breach as it considers appropriate;

(e) withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis;

(f) choose not to award any contract as a result of the current procurement process; and

(g) make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

**2.22 Tender Costs**

The Universitywill not in any circumstances be liable for any Tender costs, expenditure, work or effort incurred by a Tenderer in carrying out enquiries in relation to, proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the University.

**2.23 Intellectual Property**

All intellectual property rights in this ITT and all materials provided by the University or its professional advisors in connection with this ITT are and shall remain the property of the University and/or its professional advisors.

Section 3 – Specification and General Description of Requirements

[Insert Specification – See Specification template]

Section 4 – Questionnaire

All information requested below should be returned, with the Tender documentation, in a suitable form. i.e. relevant information detailed under appropriate headings in an Appendix. Please include, where appropriate, any supporting documents, making clear on all enclosures the name of the respondent and the number of the question to which the response refers. Please also ensure that documents are titled so that the University can easily identify them.

|  |  |  |
| --- | --- | --- |
| **4.1 Organisation Background Information** [The questions from the Selection Questionnaire, incl. those relating to exclusion grounds and the Modern Slavery Act 2015, should be included where following an Open Procedure for a requirement above the PCR Threshold] | | |
| 4.1.1 Full name of organisation | |  |
| 4.1.2 Address of Registered Office (including postcode) | |  |
| 4.1.3 Company Registration Number | |  |
| 4.1.4 Address of office where service is to be provided (if different from above) (including postcode) | |  |
| 4.1.5 If the organisation is a subsidiary of another body, will that parent firm guarantee the applicant’s contract performance as its subsidiary?  If Yes - provide details of the parent firm including company registration number. | | Yes  No  N/A |
| 4.1.6 Length of time in business | |  |
| 4.1.7 Status of organisations  **Note:** It is a legislative requirement that the University ensures that PAYE/NI tax deductions are made from the pay to any individual either (a) working as a sole trader or (b) a worker providing their services through an intermediary\*, where the fundamentals of the relationship between University and individual/worker are closer to a employment contract than a supplier contract (irrespective of the intended contractual underpinning).  Where it is intended that the service be provided by a sole trader or a worker via an intermediary, the University’s Tax Office must assess the relationship to determine whether PAYE/NI taxes must be paid, before awarding a supplier contract.  ***\*Intermediary includes the worker’s own limited company, a personal service company, a partnership or an individual.*** | | A Public Limited company  A Limited Company  A Company Limited by Guarantee  A Partnership  A Sole Trader  A Charity  A Franchise  A Small/Medium Sized Enterprise or SME  Other (e.g: a Special Purpose Vehicle, Joint Venture Company etc.)  Please specify …………………………………. |
| 4.1.8 To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with a senior member of the University’s staff (including academics) or any member of University staff involved in this procurement exercise? | | Yes  No  If Yes, please provide details of the individuals concerned and the nature of their relationship: |
| **4.2 Economic and Financial Standing** | | |
| The University will carry out an independent financial check on all Tenderers using CreditSafe software. In the event that an Applicant’s financial stability equates to a commercial credit rating of less than [XX] out of 100 on the day that the ITT is evaluated, and/or that following evaluation of the documents submitted in support of their ITT, if there remained any financial concerns which could not reasonably be satisfied, then their application would fail.  [The appropriate Category Manager can advise on the minimum requirement for financial stability] | | |
| 4.2.1 Please indicate which of the following you would be willing to provide to evidence your organisation having the required financial strength was your organisation to fail the CreditSafe financial check, by ticking the appropriate box. | A copy of your audited accounts for the most recent two years  A statement of your turnover, profit & loss account and cash flow for the most recent year of trading    A statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position  Alternative means of demonstrating financial status if trading for less than a year | |
| In the event that analysis of your financial position determines that additional measures are necessary in order to provide adequate assurance of your financial strength, you may be required to provide either a parent company guarantee or a bank guarantee. | | |
| 4.2.2It is a requirement of this contract that the supplier holds the levels of insurance indicated below. [If you do not believe that the default insurance levels shown opposite, and in the University’s Standard Ts&Cs for Goods and Services and Consultancy, reflect the risk presented by the contract, then please contact the appropriate Category Manager]  Please confirm whether you already have or can commit to obtain, prior to the commencement of the contract, the required levels of insurance cover indicated.  Please provide evidence of your insurance cover: Name of insurer, policy number, renewal date, limit of indemnity, excess, a copy of your certificates of insurance. | Employer’s (Compulsory) Liability Insurance of [£10M]  Yes  No  Public Liability Insurance of [£10M]  Yes  No  Professional Indemnity Insurance of [£2M for Goods/Services/Works or £10M for Consultancy]  Yes  No  Product Liability Insurance of [£10M]  Yes  No | |
| **4.3. Past Performance** | | |
| 4.3.1 Have you, either as a supplier or as an organisation in the supply chain, been involved in the provision of any contract in the last 3 years for goods and services, where the contract has been terminated or payment has been withheld because your performance was not satisfactory? | Yes  No  If Yes, please provide further information: | |
| 4.3.2 Have you as a supplier withdrawn from a contract prematurely during the last three years? | Yes  No  If Yes, please provide further information: | |
| 4.3.3 Have you as a supplier had to pay financial penalties or had payment deducted from monies arising from failure to perform in accordance with contractual obligations during the last three years? | Yes  No  If Yes, please provide further information: | |
| **4.4 Professional and Technical Capacity** | | |
| 4.4.1 Please provide details of up to three contracts from either or both the public or private sector, that are similar to the University’s requirement. [Contracts for the supply of goods or services should have been performed during the past three years. Works contracts may be from the past five years]  The customer contact should be prepared to speak to the University to confirm the accuracy of the information provided below, if we wish to contact them. The University reserves the right to contact any or all of these organisations for a reference. | Contract 1  Customer organisation:  Contact name, tel. no., & e-mail:  Contract start date:  Contract completion date:  Contract value:  Brief description of contract (max 150 words):  Contract 2  Customer organisation:  Contact name, tel. no., & e-mail:  Contract start date:  Contract completion date:  Contract value:  Brief description of contract (max 150 words):  Contract 3  Customer organisation:  Contact name, tel. no., & e-mail:  Contract start date:  Contract completion date:  Contract value:  Brief description of contract (max 150 words): | |
| 4.4.2 How many staff does your organisation (including consortia members or named sub-contractors where appropriate) have available or do you intend to deploy in order to carry out the services and/or delivery of goods for this contract opportunity? |  | |
| 4.4.3 Please provide details of any educational and professional qualifications of those individuals (and/or) the management responsible for delivering the contract.  It is important that the individuals/management whose qualifications are provided as part of this tender submission consent to their information being used for this purpose, and understand that it will be retained and destroyed in line with the University’s Procurement Document Retention Schedule and Records Management Policy | Do the individuals/management consent to their information being used as part of this tender submission, and understand that it will be retained and destroyed in line with the University’s Procurement Document Retention Schedule and Records Management Policy?  Yes  No | |
| **4.5 Equality** | | |
| 4.5.1 In the organisation’s documentation, does it state that it is committed to meeting their equality and diversity (or equal opportunities) obligations as an employer and service provider as laid out in the Equality Act 2010, or indicate how it meets its equality obligations as an employer and service provider? | Yes  No | |
| 4.5.2 In the last three years, has any finding of unlawful discrimination or harassment, either as an employer or service provider, been made against your organisation by any court or industrial tribunal? | Yes  No  If Yes, please provide details and what steps were taken as a consequence of that finding: | |
| 4.5.3 Who is responsible for dealing with equality and diversity (or equal opportunities) in your organisation? Please provide contact details: | Name:  Telephone Number:  Position:  Email: | |
| ***5 or more employees ONLY*** | | |
| 4.5.4 Is it the organisation’s policy to comply with its statutory obligations to staff, applicants and service users as contained in the Equality Act 2010? | Yes  No | |
| 4.5.5 Has the organisation provided an equality and diversity (or equal opportunities) policy? | Yes  No | |
| 4.5.6 If Yes, does the policy cover the organisation’s approach to equality and fairness in its recruitment, selection, promotion, training, discipline & dismissal processes? | Yes  No | |
| 4.5.7 Does the equality and diversity (or equal opportunities) policy include or describe:  (a) The organisation’s position on discrimination, harassment and victimisation, making it clear that such behaviour is not tolerated and could potentially constitute disciplinary offences?  (b) Who is the senior position within the organisation responsible for the policy and its effective implementation?  (c) How the policy is communicated to staff?  (d) Whether it covers both employees and service users? | Yes  No  Yes  No  Yes  No  Yes  No | |
| 4.5.8 With regard to the organisation’s description of its recruitment practices, does it include open recruitment methods such as the use of job centres, careers service and press advertisements? | Yes  No | |
| 4.5.9 Does the organisation state how often it reviews its equality and diversity (or equal opportunities)/employment policy? | Yes  No | |
| 4.5.10 If Yes, how often is it reviewed? | Annually  Every 3 years  Every 5 years or longer  Does not say | |
| 4.5.11 Does your organisation monitor the diversity profile of its staff according to:  (a) Age?  (b) Sex?  (c) Disability?  (d) Ethnicity?  (e) Sexual orientation?  (f) Religion or belief? | Yes  No  Yes  No  Yes  No  Yes  No  Yes  No  Yes  No | |
| 4.5.12 If Yes, how regularly is monitoring undertaken? | Annually  Every 3 years  Every 5 years or longer  Does not say | |
| 4.5.13 Does the organisation regularly monitor external applicants by age, sex, disability, ethnicity or by additional protected equality characteristics such as sexual orientation, religion or belief? | Yes  No | |
| ***50 or more employees ONLY*** | | |
| 4.5.14 Does the organisation provide written instructions to managers and supervisors on how to ensure equality in their recruitment, selection, training, promotion, discipline and dismissal processes and in service design and delivery? | Yes  No | |
| 4.5.15 Does the organisation provide equality training for managers and any staff responsible for recruitment and selection? | Yes  No | |
| 4.5.16 Does the organisation monitor the diversity profile of staff by age, sex, disability, ethnicity or by additional protected equality characteristics such as sexual orientation, religion or belief, for the following:  (a) Staff in post  (b) Staff applying for posts  (c) Staff taking up training & development opportunities  (d) Staff promotions  (e) Staff transfers  (f) Staff who have been disciplined & dismissed  (g) Staff leaving their employment | Yes  No  Yes  No  Yes  No  Yes  No  Yes  No  Yes  No  Yes  No | |
| 4.5.17 Does the organisation state that it takes positive action to address under-representation within any of the above (4.5.16) areas affecting staff? | Yes  No | |
| 4.5.18 Does the organisation have a process to enable staff and/or service users to raise equality related complaints, and address these? | Yes  No | |
| 4.5.19 Does the organisation state that it regularly reports to and consults with its workforce on equality issues within the workforce? | Yes  No | |
| 4.5.20 Does the organisation state that it is an inclusive/equal opportunities employer in its recruitment advertisements and publicity literature? | Yes  No | |
| 4.5.21 Does the organisation hold any equality related charter marks or standards? For example, Disability Confident Scheme, Stonewall, Race at Work Charter etc. | Yes  No | |
| **[4.X Sustainability]** | | |
| [4.X.1 Our University’s Strategic Plan includes the guiding principle of *environmental sustainability*, and we are committed to achieving ‘net zero carbon’ by 2040, at the latest. Whilst specific sustainability requirements, questions and evaluation criteria may have been set in relation to the particular goods/service for which bids are sought here, we also wish to evaluate, more generally, the extent to which your organisation’s sustainability aims and practices are aligned to ours. In evidencing this alignment, we are particularly interested to know of any sustainability standards and schemes in which your organisation is invested. Examples might include: the sustainability management systems [Investors in the Environment](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.iie.uk.com%2F&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=YIji76I1KO7FnWtk5VfkxnYxtu2EzfAu%2FWASjVoHsvo%3D&reserved=0), [ISO 14001](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.bsigroup.com%2Fen-GB%2Fiso-14001-environmental-management%2F&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=la86jf9VZCuePzeAS3bkY8BMn%2Bj4xGc%2FY3zg8f%2FDHDU%3D&reserved=0) and [ISO 50001](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.bsigroup.com%2Fen-GB%2Fiso-50001-energy-management%2F&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=qhYvLNyFEkwkWsgU9K1q35tIdmC05MxLjQNvjI1cKms%3D&reserved=0); sustainability performance reporting platforms such as [EcoVadis](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fecovadis.com%2F&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=r9Jz3TBXNyxQgK7NnL1JcoBTcvcQvyCtA5QBV5cIqSc%3D&reserved=0) and [CDP](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.cdp.net%2Fen&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=6i%2FRDXyCM%2BQJvKNVyo0AUPh1s%2FTW5nJDbiZxbN5Ai%2Bk%3D&reserved=0); and other sustainability accreditations such as [Carbon Literate Organisation](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fcarbonliteracy.com%2Forganisation%2F&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=iN2ww0Z2enXUtQ8VW3Tnf48BalL0GYyHxcnKit4QhEE%3D&reserved=0), [UN Global Compact signatory](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.unglobalcompact.org%2F&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=gcX0nIlOrx7g76r8eNTP9iCEKRUrZFNKV5lJmUxA%2Blc%3D&reserved=0) and [Carbon Trust Route to Net Zero Standard](https://eur03.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.carbontrust.com%2Fwhat-we-do%2Fassurance-and-certification%2Froute-to-net-zero-standard&data=05%7C01%7Cryan.barrow%40leicester.ac.uk%7C2af56e68993a448d144d08dab01a2bb5%7Caebecd6a31d44b0195ce8274afe853d9%7C0%7C0%7C638015923813499222%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=RDhV5pNFXZkr1FGWOxEUFLl1%2FC4c6wolDwsFASlt%2Bdc%3D&reserved=0).] |  | |
| [4.X.2 How will you manage the logistics relating to the delivery of this contract so as to minimise environmental impact, including carbon emissions?] |  | |
| [4.X.3 What action do you take to mitigate the risk of modern slavery/human trafficking being part of your operations and that of your supply chains, as they would relate to this contract? The University is particularly interested in:   * The supply chain risk mapping that is undertaken in relation to vulnerable groups, type of work and location * How it is ensured that the contract workforce:   + Has access to:     - Independent, democratic trade union representation or other forms of worker representation     - Grievance mechanisms     - Modern slavery training   + Receives a comprehensive induction that covers their workplace rights * What evidence can be provided of:   + Modern slavery/human trafficking auditing and investigation, and follow-up activity where risks/issues identified   + Collaborative action having been taken with NGOs, trade unions and/or other businesses to improve worker welfare] |  | |
| **[4.X Compliance with Essential Requirements]** | | |
| [4.X.1 Confirm your compliance with the Essential Requirements in Section 3.X] |  | |
| **[4.X Compliance with Desirable Requirements]** | | |
| [4.X.1 Confirm and explain the degree to which your tender submission complies with the Desirable Requirements included in Section 3.X] |  | |
| **[4. X Social Value]** [To be included where a £100k+ contract] | | |
| [The University is committed to a performance and evidence-based approach to Social Value. Based on the National TOMs (Themes, Outcomes and Measures) developed by the Social Value Portal, tenderers are required to propose credible targets against which performance (for the successful tenderer) will be monitored. The social value measurement framework used in this tender process has been tailored to reflect the specific needs of the University using the National TOMs, and tenderers be able to access it after registering on the Social Value Portal.  Tenderers are free to choose those measures detailed in the Portal that they consider appropriate. However, a key success factor for tenderers will be to demonstrate their ability to deliver against the targets selected, which should be proportional and relevant to their business and this specific contract. Tenderers should note that targets will be treated as contractual commitments if the tenderer is successful. The key requirements of your social value submission are listed in the Appendix.  The social value part of your tender submission must be made via the Social Value Portal (Social Value Calculator page): selecting the measures, setting your targets, and describing how you will deliver against each of those targets.  You should use the link below to register for the tender regardless of whether you already have Social Value Portal login credentials or not.   |  |  |  |  | | --- | --- | --- | --- | | **Name of project:** | [Insert name of Project] | **Reference:** | [Insert project reference] | | **Registration link:** | [Insert project registration link] |  |  |   Once you have completed your registration, you will receive an email to confirm that you have successfully registered for the tender. Please allow at least one working day to receive this email, including your login credentials, checking it has not been moved to your spam/junk mail folder. The email will include:   * A username, typically in the following format: [firstname.lastname@socialvalueportal.com](mailto:firstname.lastname@socialvalueportal.com) * A password link which expires within 48 hours of being sent   It is essential that you watch the [Dos and Don’ts](https://support.socialvalueportal.com/hc/en-gb/articles/4418109087249-dos-and-don-ts) and [How to bid and use the Social Value Calculator](https://support.socialvalueportal.com/hc/en-gb/articles/4402368311953-video-how-to-bid-and-use-the-Social-Value-Calculator) videos *(only accessible once you have registered)*, which represents best practice for completing a social value submission, before making yours. If convenient, you may also wish to attend the webinar regularly delivered by Social Value Portal explaining how to submit social value submissions, for which you can check dates and book [here](https://outlook.office365.com/owa/calendar/SupplierEngagementCalendar@socialvalueportal.com/bookings/s/Cgn2wGzP4EuEEpNVyf3VTQ2).  For assistance with calculating targets for certain measures tenderers should use the [Unit Toolkit](https://socialvalueportal--c.um5.visual.force.com/apex/unittoolkit) on the Portal. For measures NT1, NT18 and NT19, which relate to ‘local’ jobs, supply chain and micro/small/medium enterprises, respectively, ‘local’ means a postcode beginning with ‘LE…’ For all other measures in the Social Value Calculator that do not refer to ‘local’, targets can be delivered outside the LE area, but the University prefers delivery of Social Value targets locally. If selecting the local (LE) jobs measure, tenderers should record new and existing local jobs that are created or sustained directly as a result of this contract only.  Any measures without a proxy value (i.e. £0.00) on the Social Value Calculator page are for recording purposes only and will **not** contribute to the evaluation of the tender, should you select any of them. The University may request the successful tenderer to report progress against such measures, where selected.  When making your social value submission on the Portal, you are required to input an estimate of the contract value for the full initial contract period, based on your completed Pricing Schedule. This will not be evaluated as part of your social value submission, but provides a useful sense check for you and the University as to whether your social value submission is proportionate to the contract.  **Note**: The winning tenderer will be required to pay an annual fee of 0.15% of the total contract value to Social Value Portal, with a minimum fee of £750 and a maximum fee of £7,500, to cover the cost of supporting you with the ongoing reporting on your social value targets for this contract via the Portal. Whilst the calculation of the annual fee excludes the value of any extension option, the winning tenderer will be required to continue to pay the annual fee throughout any extension period] | | |
| [4.X.1 Have you made your social value submission via the Social Value Portal?] | [ Yes  No] | |
| **[4.X Additional Questions]** |  | |
| 4.X.1 Provide the name, telephone/mobile no. and e-mail address of the individual to whom queries about this Tender should be addressed |  | |
| 4.X.2 Would your organisation be interested in offering and benefitting from internships, placements and/or graduate roles for University students/graduates? | Yes  No  If Yes, please provide the relevant contact details for the University’s Careers Development Service: | |

PLEASE PROVIDE BESPOKE ANSWERS TO THE ABOVE QUESTIONS – GENERIC INFORMATION WHICH MAY NOT BE OF RELEVANCE TO THIS CONTRACT IS UNLIKELY TO LEAD TO THE AWARD OF MANY MARKS DURING EVALUATION.

After completion of the questionnaire, please sign the declaration below.

I/We declare that the information given is accurate to the best of my/our knowledge.

I/We understand that false information could result in the termination of any future contract.

Signed:

Name

Position:

For and on behalf of:

**Date:**

Section 5 – Pricing Schedule

[Insert Pricing Schedule, ideally itemising the cost components and margin]

Section 6 – Certificate of Non-collusion

The essence of selective tendering is that the client shall receive bona fide competitive Tenders from all organisations tendering. In recognition of this principle, we certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable date for this Tender any of the following acts:

a) communicating to a person other than the person calling for those Tenders the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, was necessary to obtain insurance premium quotations required for the preparation of the Tender;

b) entering into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;

c) offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons and anybody or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Signed:

Name:

Position:

For and on behalf of:

Date:

Section 7 – Non-compliance Statement

**NOTE TO TENDERER:**

Detail below all matters (Technical, Commercial or Contractual) in which your Tender response does not comply with the requirements laid down in the Invitation to Tender documentation. Sequentially number each point in the first column for ease of reference. If required, take copies of this blank form for additional points of non-compliance. Cross reference to any supporting information provided separately.

TENDERER: ..............................................................................................

DATE: ............................................. PAGE ............ OF ............

|  |  |  |  |
| --- | --- | --- | --- |
| **Section No. in Tender** | **Requirement with which the Tender does not comply** | **Extent of non-compliance** | **Alternatives offered and effect on specified requirement** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Signed:

Name:

Position:

For and on behalf of:

Date:

Section 8 – Form of Tender

**TENDER REFERENCE: LUV[XXXXX]**

Dear Sirs,

Having examined all the documents listed below and, subject to and upon the terms and conditions contained in the said documents, I/We offer to provide the Services / Goods to the University of Leicester at the rates/prices detailed in the Schedule of Prices enclosed.

I/We agree that this tender and any framework which may result from it shall be based upon the documents listed below and bearing the framework reference shown at the top of this tender.

(i) Overview of the Procurement Exercise

(ii) Instructions to Tenderers

(iii) Specification and General Description of Requirements

(iv) Pricing Schedule

(v) Certificate of Non-collusion

(vi) Non-compliance Statement

(vii) Form of Tender

(viii) Questionnaire

[(ix) Social Value submission via Social Value Portal]

I/We agree that any other terms or conditions of framework which may be printed on any correspondence emanating from us/me in connection with this tender or with any framework resulting from this tender, shall not be applicable to the framework.

The prices quoted in this tender are valid and open to acceptance by you for 3 months from the date below

I/We agree that should our tender be accepted then time shall be the essence of the contract.

Signed:

Name:

Position:

For and on behalf of:

Date:

[Appendix – Social Value Key Requirements

1. Tenderers’ social value proposals should relate to what will be delivered directly as a result of this contract only. Social value or corporate social responsibility initiatives being delivered as business as usual and/or outside of this contract must not be included in a tenderer’s social value proposal.
2. The core requirements of the contract cannot be included within social value targets – social value targets must go above and beyond what a supplier is contracted and paid to deliver.
3. Care must be taken by tenderers to ensure the target levels they set align with the duration of the contract. Some target units are annualised (notably Full-Time Equivalents or FTEs), so for these measures contract durations of less than one year will require a fraction of a full FTE, while contract durations of longer than one year will require a multiple of a full FTE. Please check the guidance for further information.
4. Targets must not be provided for the total duration of the contract, but for the initial term of the contract only – i.e. not including any potential extension periods. For example, if the contract you are tendering for has an initial term of 2-years with a potential extension of period of a further year (2+1), you should set your targets against the initial 2-year duration.
5. It is important that tenderers are genuine and confident in their ability to deliver Social Value proposals made, as the University will contractualise these commitments with the winning tenderer which will then be monitored and reported on periodically.
6. The tenderer’s ability to deliver its social value targets will be evaluated as part of the submission, based on the supporting evidence provided by the tenderer. Where evidence provided is deemed to be inadequate, targets set by tenderer may be discounted.
7. Unless specified in the measure text or supporting guidance, targets should only relate to the social value that will be delivered directly by the tenderer. In other words, social value delivery unlocked through wider supply chains should not be included unless this is explicitly permitted. This is in order to ensure a level playing field and reflects the likelihood that at the tender stage supply chains may not be fully contractualised.]