



Government Procurement  
Service

**INVITATION TO TENDER**

**FOR**

**SENSING CHANGE – SUFFOLK COUNTY COUNCIL**

**REFERENCE NUMBER: RM1243-SB090**



**CabinetOffice**

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**CONTENTS**

1.	DEFINITIONS.....	3
2.	INTRODUCTION TO THIS PROCUREMENT .....	4
3.	TERMS OF PARTICIPATION.....	4
4.	INTRODUCTION TO THE MUTUALS SUPPORT PROGRAMME.....	4
5.	BACKGROUND TO THE REQUIREMENT .....	5
6.	OBJECTIVES .....	6
7.	CORE DELIVERABLES AND SERVICE REQUIREMENTS .....	6
12.	KNOWLEDGE SHARING DELIVERABLES AND SERVICE REQUIREMENTS .....	8
13.	CONTRACT MONITORING .....	9
14.	CONTRACT CONDITIONS AND TERM.....	10
15.	RESPONSE REQUIRED.....	10
18.	PROCUREMENT TIMETABLE.....	12
	ANNEX A.....	14
	ANNEX B.....	16
	ANNEX C.....	22
	ANNEX D.....	41
	ANNEX E.....	45

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

---

**1. DEFINITIONS**

**“Contract”** means the agreement between the Supplier and the Customer achieved via this Procurement based on the Terms and Conditions of Contract set out in Annex C;

**“Customer”** means the Cabinet Office.

**“Deliverable”** means the items that must be delivered to the Customer, by the required time (where specified), and meeting any criteria defined under this Contract

**“eSourcing Portal”** means the online tender management system which is being used by the Government Procurement Service for this Procurement which can be found at: <https://gpsesourcing.cabinetoffice.gov.uk>;

**“Final Clarification Period”** means the time period given to Potential Suppliers to seek clarification on the final Invitation to Tender;

**“Government Procurement Service”** means a trading fund of the Cabinet Office whose offices are located at 9<sup>th</sup> Floor, The Capital, Old Hall Street, Liverpool, L3 9PP;

**“Initial Clarification Period”** means the period between the issue of the draft requirement and the issue of the final Invitation to Tender allowing Potential Suppliers to seek any required clarification.

**“Invitation to Tender”** or **“ITT”** means this invitation to tender document and all related documents published by the Government Procurement Service for this Procurement;

**“Knowledge Sharing Deliverables”** or **“KSDs”** mean the Deliverables described at Section 8 required for the purpose of maximising the transfer of knowledge from this Contract to other developing potential public service mutuals, and who are facing similar challenges.

**“Mutuals Information Service”** means the Cabinet Office Mutuals Information Service website, accessible at <http://mutuals.cabinetoffice.gov.uk/>;

**“Parent Body”** means the parent body in which the Potential PSM is currently hosted, and which is described in full at paragraph 5.

**“Potential Supplier”** means any person that submits a Tender in response to the Invitation to Tender;

**“Potential PSM”** means the group of public sector employees who aspire to become a Public Service Mutual, which are receiving assistance under this Contract, and which are described in full at paragraph 5.

**“Procurement”** means the process used to establish a Contract that facilitates the provision of the Services;

**“Public Service Mutual”** means an organisation which has left the public sector but continues to deliver public services, and which in which employee control plays a significant role in its operation;

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

---

**“Services”** means the services provided to the Customer and Potential PSM via the Contract;

**“Successful Submission”** means that in the reasonable opinion of the Customer, Deliverables submitted by the Supplier are fit for purpose, submitted on time and otherwise meet all the criteria defined under this Contract;

**“Supplier”** means the person or organisation which submits the successful tender, and with whom the Customer concludes the Contract;

**“Tender Submission Deadline”** means the time and date set out in paragraph 14 for the latest uploading of Tenders; and

**“Tender”** means the Potential Supplier’s formal offer in response to the Invitation to Tender.

**2. INTRODUCTION TO THIS PROCUREMENT**

2.1 This Procurement is being managed by the Government Procurement Service on behalf of the Cabinet Office (the “Customer”).

**3. TERMS OF PARTICIPATION**

3.1 In participating in this Procurement, Potential Suppliers agree to the Terms of Participation set out at Annex A.

**4. INTRODUCTION TO THE MUTUALS SUPPORT PROGRAMME**

4.1 The Mutuals Support Programme (MSP) delivers help and support for proposed and existing Public Service Mutuals.

4.2 The Customer:

4.2.1 Procures generic, tailored and bespoke professional advice and support for proposed and existing Public Service Mutuals (such as is being procured within this Procurement).

4.2.2 Retains intellectual property to share the advice and support given, so that other proposed and existing Public Service Mutuals can benefit.

4.3 This programme builds on the Mutuals Information Service (MIS), which was launched on 5 December 2011. The MIS is a web-portal and phone line based triage and case management service for public sector workers interested in setting up Public Service Mutuals, and for existing fledgling Public Service Mutuals interested in going for growth. The MIS refers the cases and issues with the greatest potential to catalyse new Public Service Mutuals to the Customer who (where appropriate) will procure and manage individual professional advice contracts.

4.4 Specific objectives of the MSP are:

4.4.1 To provide proposed and existing Public Service Mutuals with the support they need (which cannot be accessed through other sources) to enable them to become viable businesses.

## **Sensing Change – Suffolk County Council Invitation to Tender**

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- 4.4.2 To share (via a resource library), as much as possible, the professional advice and support commissioned to avoid duplication, grow the knowledge base and reduce cost.
- 4.4.3 Maintain flexibility to enable the MSP to be demand led.
- 4.5 The proposed outcomes for the MSP are:
  - 4.5.1 Outcome 1: Proposed and existing Public Service Mutuals have the information and advice required to develop into successful enterprises.
  - 4.5.2 Outcome 2: A resource library of advice and support is developed to support others, avoid duplication and reduce cost.
  - 4.5.3 Outcome 3: Customer has detailed evidence and information to inform future policy work.

### **5. BACKGROUND TO THE REQUIREMENT**

- 5.1 Sensing Change (the “Potential PSM”), a social work practice pilot, launched in October 2011 is now seeking to move permanently out of Suffolk County Council (the “Parent Body”). They have 44 members of staff (mix of full and part time posts: total of 32 FTE) – all of which were seconded in from the original County Sensory Team from within the Parent Body - and a turnover of £1.2m.
- 5.2 The Potential PSM is a company limited by guarantee and is wholly owned by the Parent Body. They provide assessment, rehabilitation support, equipment (e.g. white canes, pager systems, screen phones, door bells) and interpreting services for people with sensory impairment. They have already begun to diversify from Parent Body contracts, for example providing communication support and signed information in DVD format, and are aware of the necessity to generate additional income through, for example, Sensory Awareness Training and British Sign Language Courses – the Potential PSM are also hoping to offer specialist assessments and rehabilitation programmes outside Suffolk.
- 5.3 The Potential PSM has been operating as a social work practice under a Department of Health pilot scheme to test the benefits of delegating statutory duties to independent practices. The pilot scheme was originally for 2 years, and has now been extended to end of March 2014 –this was to allow additional time for the evaluation of the schemes.
- 5.4 Department of Health funding supported the original pilot scheme, business planning and board development. The Department of Health are working towards ensuring the temporary legislation which enables the pilot schemes to operate will be made permanent from April 2014 - when this project intends to ‘go live’.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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- 5.5 The Parent Body support the social work practice pilot and now indicate support for the full spin out. The Potential PSM are highly committed and employees have also been supportive – the managing director estimates that 90-95% of staff are in favour of the move.
- 5.6 The Potential PSM is led by the Managing Director who has run the service for 8 years. They have developed a draft business plan (*please see separate attachment*) and have a clear idea of numbers (*please see separate attachment*). Some of their indirect costs are retained by the Parent Body i.e. HR services, IT and finance. The Potential PSM has however brought in external HR, finance and Legal advice, focused on the transfer of employees from the Parent Body to the new entity. To date HR and Legal advice has only consisted of initial meetings, and an accountant (from Miller Wash Accountants) has undertaken a financial audit (full audit testing of systems and a sample of transactions to ensure correct processes) – results due end of March 2013. The Potential PSM will continue to use HR and Legal support throughout the spin out and will have access to finance if needed. They are also aware that they will also need to develop skills via their Board in order to build on commercial experience.

**6. OBJECTIVES**

- 6.1 Mutualisation support package has the following objectives:-
- 6.1.1. To have a full business plan and financial plan for Sensing Change for the next five years
  - 6.1.2. To achieve a model of governance that works for a growing organisation
  - 6.1.3. To develop a better understanding of future markets, growth and investment
  - 6.1.4. To produce a detailed transition plan

**7. CORE DELIVERABLES AND SERVICE REQUIREMENTS**

- 7.1 The Deliverables envisaged under this Contract are divided into multiple parts
- 7.2. **Part 1 comprises:**
- 7.2.1. Governance Structure (Core Deliverable 1)
  - 7.2.2. Business Planning and Financial Modelling (Core Deliverable 2)
  - 7.2.3. Transition Planning (Core Deliverable 3)
- 7.3. **Part 2 comprises:**
- 7.3.1. Support to implement the transition plan once the business is assessed as viable (Core Deliverable 4)
- 7.4 The Cabinet Office (the “Customer”) will follow the process specified in paragraph 11.1.1 and 11.1.2 before deciding whether to instruct the Supplier to commence work on **Part 2**.

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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7.5 Accordingly, Potential Suppliers should note that **Part 2** is an option and the Supplier will only commence on this part when they receive an approval notice from the Customer.

**PART 1**

**8. GOVERNANCE STRUCTURE (CORE DELIVERABLE 1)**

8.1. Provide advice, support and guidance around the various ownership, legal and governance structures the Potential PSM could take, including but not limited to developing commercial expertise via the board, which will enable the Potential PSM to select, with a clear understanding, of the most appropriate option going forward.

**9. BUSINESS PLANNING AND FINANCIAL MODELLING (CORE DELIVERABLE 2)**

9.1 Enable the Potential PSM to develop a clear understanding of where and how to secure growth, for example by holding a workshop, which includes but is not limited to:

9.1.1. Securing investment

9.1.2. Potential areas of growth into future markets/new contracts

9.2 Provide the Potential PSM leaders with recommendations on optimal growth strategies for to the satisfaction of the Managing Director and Practice Manager of the Potential PSM and the Parent Body.

9.3 Building on the above and an existing draft business plan (*please see separate attachment*), develop a full business plan (including but not limited to long term sustainability) and robust financial modelling tool (which costs all liabilities), to the satisfaction of the Managing Director and the Practice Manager of the Potential PSM.

**10. TRANSITION PLANNING (CORE DELIVERABLE 3)**

10.1 Building on the Governance Structure and Business Planning and Financial Modelling Tool produce a detailed transition plan, to ensure that the Potential PSM is ready for the 'go live' date of April 2014, following Cabinet approval (early Summer 2013) including headline details of the key activities needed to transition to agreed operating model, key dependencies, risks and mitigating actions.

10.2 In the event that the Customer decides not to approve **part 2**, the Customer will serve a termination notice on the Supplier. This notice will specify any outstanding Deliverable and KSDs that the Supplier must provide, the time period for this provision, and a contract termination date.

**PART 2**

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**11. SUPPORT TO IMPLEMENT THE TRANSITION PLAN IF THE BUSINESS IS ASSESSED AS VIABLE**

11.1. . Support to implement transition plan:

11.1.1. The Supplier will provide expert support to the Potential PSM to the implementation of the transition plan, up to the maximum level of resource agreed in the Tender. The , Supplier will be flexible in responding to the reasonable requests of the Potential PSM to vary any timetable for accessing this resource on short notice, including requiring some periods of intensive support in addition to spreading the remaining resource out over the duration of the transition period. To the extent that similar skills are required, the same team should be used for Part 1 and 2. Furthermore, the overall allocation of resource in Part 2, at each grade or seniority, should be broadly comparable to the split of allocation of resource by seniority in Part 1.

11.1.2. The table below provides an outline of the deadline dates of the above deliverables:

<b>Deliverable</b>	<b>Deadline</b>
<u>Core Deliverable 1</u> Provide advice and support on the various ownership, legal and governance structures the Potential PSM could take.	6 weeks from Contract commencement date
<u>Core Deliverable 2</u> Hold a growth workshop – including a summary write up – and develop a full business plan and robust financial modelling tool.	12 weeks from Contract commencement date
<u>Core Deliverable 3</u> Detailed transition plan	12 weeks from Contract commencement date
<b><i>Part 2 (only to be performed at the written direction of the Customer)</i></b>	
<u>Core Deliverable 4</u> Provide support to the Potential PSM to implement the transition plan	<b><i>To be completed by April 2014</i></b>

**12. KNOWLEDGE SHARING DELIVERABLES AND SERVICE REQUIREMENTS**

12.1 The Customer wishes to maximise the transfer of knowledge from this Contract to others developing potential Public Service Mutuals who are facing similar challenges. The Supplier will therefore develop and submit to the Customer, Deliverables that

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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fulfil this requirement (together the “Knowledge Sharing Deliverables” or “KSDs”), to include as a minimum:

- 12.1.1 a Deliverable that summarises ‘lessons learnt’ during the support, including key challenges and how they were overcome; and
  - 12.1.2 if utilised during the course of the support, all toolkits and/ or other reusable resources, along with all relevant instructions for use.
- 12.2 The Supplier may propose additional KSDs to further the knowledge transfer requirement set out above, but that would not otherwise have been developed in the ordinary course of the provision of the support. For the avoidance of doubt, any additional KSDs will be considered to fall within the contract price (which must, in aggregate, be compliant with the commercial proposals requirements in Section 11 below).
- 12.3 The Supplier will design and develop the KSDs with due regard to the following constraints and requirements:
- 12.3.1 The KSDs are likely to be published via the Mutuals Information Service website; the file format and nature of the KSDs should therefore be in a format that is appropriate to this medium;
  - 12.3.2 Where relevant to the KSD, (such as in the ‘lessons learnt’ KSD described above), ordinarily these should not be anonymised. However, the Parent Body’s and/or Potential PSM’s reasonable requests with regard to the handling of sensitive information should be accommodated.
  - 12.3.3 KSDs with wider general reusability, such as toolkits and/or other reusable resources, may present no value in referring to the specific Parent Body and/or Potential PSM or their circumstances. These should be provided “ready to use”, and should include appropriate supporting materials, such as guidance notes; and
  - 12.3.4 The KSDs should demonstrate innovative approaches to knowledge-sharing, preferably going beyond simple text reports, where appropriate.
- 12.4 All KSDs will be submitted by the Supplier to the Customer prior to the termination, or expiry, of the Contract.

**13. CONTRACT MONITORING**

- 13.1 The Supplier must comply with the monitoring arrangements set out in Annex B.

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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**14. CONTRACT CONDITIONS AND TERM**

- 14.1 Unless otherwise specified, the Supplier must be available to commence work immediately following contract award.
- 14.2 The Contract will expire automatically on the earlier of the following events:
- 14.2.1 successful Submission of the Contract Deliverables; or,
  - 14.2.2 the last Working Day of the 6<sup>th</sup> calendar month following the Contract's commencement (the "Longstop Date"); unless exceptionally, the Longstop Date is amended by the Customer serving written notice to enable the Supplier to fulfil any contractual obligations which have not been fulfilled in accordance with the original timetable due to unavoidable delays.
- 14.3 The Terms and Conditions of Contract will be as set out at Annex C.

**15. RESPONSE REQUIRED**

Annex D provides an overview of the requirements of a Tender response.

**16. COMMERCIAL PROPOSALS**

- 16.1 Potential Suppliers' attention is drawn to the novel structure of the pricing of this Contract, and in particular, that the evaluation of Part 1 will include price, whereas Potential Suppliers should use the full available budget to maximise the amount of resource they offer for Part 2.

**16.2. Part 1**

16.2.1. The maximum available budget for Part 1 of this Contract is £30,000 (exclusive of VAT, but inclusive of all expenses and disbursements).

16.2.2 **In addition to quality criteria, Potential Suppliers are being evaluated on their price for this Part.** Potential Suppliers should therefore quote a fixed price for this Part (excluding VAT but including expenses and disbursements) which does not exceed this cap. Failure to do so will result in the Tender being rejected for non-compliance

16.2.3 Potential Suppliers should additionally set out the daily rates for each grade of staff employed within the proposed fixed price. Given its high-profile, and the potential benefits from advising in the context of a high-profile novel initiative, the Customer wishes to see competitive rates.

**16.3. Part 2**

16.3.1 The maximum available budget for Part 2 of this Contract is £15,000 (exclusive of VAT, but inclusive of all expenses and disbursements).

**Sensing Change – Suffolk County Council  
Invitation to Tender**

16.3.2 The Customer is keen to derive maximum benefit from this budget so that Government can show that it is really achieving value for money, by seeking the best service within the available budget. Therefore, the Customer wishes Potential Suppliers to demonstrate how they can maximise value for money from the investment. Please note that the Customer is not expecting any Supplier to work for free nor is it seeking commercially unviable pricing proposals.

16.3.3. **Potential Suppliers are therefore not expected to submit Tenders with a price for this Part which is under this price cap simply to demonstrate value for money. They should instead focus on maximising the quality (and amount) of resource, including KSDs, which they will commit for the total budget available for this Part. Potential Suppliers are therefore not being evaluated on price for this Part, subject to not exceeding the price cap.**

#### 16.4 Payment Profile

16.4.1. The payment profile will be 10% of the price for Part 1 upon contract signature, and:

Deliverable	% Payment (as % of price for that Part)
<i>Part 1</i>	
<u>Core Deliverable 1</u> Provide advice and support on the various ownership, legal and governance structures the Potential PSM could take.	20
<u>Core Deliverable 2</u> Hold a growth workshop – including a summary write up – and develop a full business plan and robust financial modelling tool.	30
<u>Core Deliverable 3</u> Detailed transition plan	20
KSDs accompanying Part 1 service requirements	20
<i>Part 2 (only to be performed at the written direction of the Customer):</i>	
<u>Core Deliverable 4</u> Provide support to the Potential PSM to implement the transition plan	80 (the Customer is willing to split this into smaller periodic payments linked to the proportion of the total number of tendered days support, which was provided to the

**Sensing Change – Suffolk County Council  
Invitation to Tender**

	Potential PSM during that period)
KSDs accompanying Part 2 service requirements	20

16.4.2. Please note that while the overall budget is fixed, limited flexibility may be available within this payment profile, should this otherwise prevent a Potential Supplier participating. This should be flagged at the point of submitting a tender.

**17. EVALUATION CRITERIA**

17.1 The criteria against which responses will be evaluated is set out at Annex E.

**18. PROCUREMENT TIMETABLE**

18.1 The timetable for this Procurement is set out in the table below, however please note that this timetable may be changed by the Government Procurement Service at any time.

Milestone	Date
Draft requirement (in form of draft ITT) issued	Monday 18 <sup>th</sup> March 2013
Market engagement period starts	Monday 18 <sup>th</sup> March 2013
Deadline for receipt of requests for clarification on the draft requirement (" <b>Initial Clarifications Deadline</b> ")	Friday 22 <sup>nd</sup> March 2013 12:00 GMT
Invitation to Tender (FINAL) issued	Monday 25 <sup>th</sup> March 2013
Deadline for receipt of final outstanding requests for clarification (" <b>Final Clarifications Deadline</b> ")	Wednesday 27 <sup>th</sup> March 2013 17:00 GMT
Deadline for the publication of responses to Final Clarification questions	Thursday 28 <sup>th</sup> March 2013 17:00 GMT
Deadline for submission of a Tender (" <b>Tender Submission Deadline</b> ")	Thursday 04 <sup>th</sup> April 2013 17:00 GMT
Evaluation Consensus Meeting	Wednesday 10 <sup>th</sup> April 2013 15:00 GMT
Notify Potential Supplier of Procurement outcome	Thursday 11 <sup>th</sup> April 2013

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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Contract awarded	Thursday 11 <sup>th</sup> April 2013
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- 18.2 A draft version of the requirement (in Invitation to Tender format) will be issued on the day the advertisement for the opportunity has been published.
- 18.3 Potential Suppliers should note that this draft is not in its completed form and Government Procurement Service retains the right to make any necessary amendments before the final Invitation to Tender is issued on the above date.

**19. QUESTIONS AND CLARIFICATIONS**

- 19.1 Potential Suppliers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarification Deadline. Questions must be submitted via the eSourcing Portal being used for this procurement.
- 19.2 Potential Suppliers will be able to seek clarification on both the draft Invitation to Tender and the final Invitation to Tender during the periods outlined in 14.1.
- 19.3 Government Procurement Service will not enter into exclusive discussions regarding the requirements of this Procurement with Potential Suppliers.
- 19.4 To ensure that all Potential Suppliers have equal access to information regarding this Procurement, the Government Procurement Service will publish all its responses to questions raised by Potential Suppliers on an anonymous basis.
- 19.5 Responses will be published in a Questions and Answers document to all companies invited to tender.
- 19.6 At times the Government Procurement Service may issue communications to the email address for the tender contact provided by the Potential Supplier, therefore please ensure that this mailbox is reviewed on a regular basis.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**ANNEX A**

**1. TERMS OF PARTICIPATION**

- 1.1 In submitting a Tender, you agree to accept the provisions of this Annex A.
- 1.2 The Government Procurement Service will run a fair and transparent competitive tendering process, and welcomes submissions from all types of organisations, including but not limited to small and medium-sized enterprises, third sector organisations, supported and black and minority-ethnic and women-owned businesses.
- 1.3 Where successful, you agree to be bound to deliver the Services in accordance with the Terms and Conditions of Contract set out at Annex C.
- 1.4 Neither the Government Procurement Service nor the Customer will have any liability for cost or expense that Potential Suppliers may incur as a direct or indirect consequence of tendering for the provision of the Services.
- 1.5 Neither the Government Procurement Service nor the Customer binds itself to accept the lowest or any Tender.
- 1.6 Nothing in this Invitation to Tender or any other communication made between (i) the Government Procurement Service or the Customer and (ii) any other party is to be taken as constituting a contract, agreement or representation between the Customer and any other party (save for the award of Contract made in writing by the Government Procurement Service), nor as constituting a contract, agreement or representation that any Contract will be offered in accordance with this Invitation to Tender or at all.
- 1.7 It is intended that selection of the Supplier will take place in accordance with the provisions of this ITT but the Government Procurement Service and / or the Customer reserves the right to terminate, amend or vary the procurement process by notice to all participants in writing.
- 1.8 All information supplied to you by the Government Procurement Service and / or the Customer, either in writing or orally, must be treated in confidence and not disclosed to any third party unless and until the information is legitimately in the public domain. You may be asked to complete a non disclosure agreement.
- 1.9 The Freedom of Information Act 2000, the Code of Practice on Government Information, and the Environmental Information Regulations 2004 (“the FOIA”) apply to this Procurement and the Contract. You should be aware of the Government Procurement Service and the Customer’s obligations and responsibilities under FOIA to disclose, on written request, certain recorded information held. Information provided by you in connection with this Procurement, or with any Contract that may be awarded as a result, may therefore have to be disclosed in response to such a request, unless one of the statutory exemptions under the FOIA applies. If you wish to designate information supplied as part of your Tender as confidential, you must provide clear and specific detail as to the precise elements which are confidential, but this alone may not prevent disclosure if in the Government Procurement Service’s reasonable opinion publication is required by applicable legislation.

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

---

- 1.10 Any attempt by you or your appointed advisers, to inappropriately influence the contract award process in any way will result in your Tender being disqualified. Any direct or indirect canvassing by you or your appointed advisers, in relation to this Procurement or any attempt to obtain information from any of the employees or agents of the Government Procurement Service or the Customer concerning another tendering organisation, may result in disqualification at the discretion of the Government Procurement Service.
- 1.11 The Potential PSM and/or Parent Body may participate in the evaluation process. In submitting a response to this ITT, you therefore agree, without limitation, to the Customer sharing the content of your Tender with the Potential PSM and/or Parent Body (as deemed appropriate by the Customer).

**Sensing Change – Suffolk County Council  
Invitation to Tender**

**ANNEX B**

**1. MONITORING ARRANGEMENTS**

- 1.1 During the Term of the Contract (approximately at the mid-point), the Supplier and lead for the Potential PSM will be required to jointly complete an "In Contract" Management Template (an example of which is set out at paragraph 2).
- 1.2 Following the completion of the Contract, the Supplier will be required to complete a Contract Completion Evaluation Template (an example of which is set out at paragraph 3).

**2. "IN CONTRACT" MANAGEMENT TEMPLATE**

<i>To be completed by the Supplier:</i>	
<b>Are you meeting the milestones as laid out in the project plan?</b>	Yes/No: please comment
<i>To be completed jointly by the Supplier and the Potential PSM:</i>	
<b>How confident are you that you will achieve the Deliverables expected by this Contract within agreed timescales?</b> <i>(please select)</i> <b>Very confident</b> <b>5</b> <b>4</b> <b>3</b> <b>2</b> <b>1</b> <b>Not at all confident</b>	
<b>Please comment :</b> <i>(approx 200 words)</i>	
<b>Please outline the top 3 risks which have surfaced and how these have been managed</b>	

**Sensing Change – Suffolk County Council  
 Invitation to Tender**

RISK 1:  RISK 2:  RISK 3:	MANAGEMENT STRATEGY 1:  MANAGEMENT STRATEGY 2:  MANAGEMENT STRATEGY 3:
<p><b>How confident are you this project will result in the successful creation of a public service mutual?</b>                  (please select)    <b>Very confident 5    4    3    2    1    Not at all confident</b></p> <p><b>Please comment:</b> (approx 200 words)</p>	
Signature:    Lead Contact – Potential PSM	Signature:    Lead Contact - Supplier

**3. CONTRACT COMPLETION EVALUATION TEMPLATES**

<p><i>To be completed by the Supplier only:</i></p>
<p><b>How successful was the relationship you built up with the Potential PSM?</b>                  Successful should be interpreted as including not only the extent to which Deliverables were met, but also the extent to which the mutually agreed ways of working contributed positively towards the outcomes; and the level and extent of engagement and participation from the Potential PSM.</p> <p>(please select)    <b>Very successful 5    4    3    2    1    Not at all successful</b></p>

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**Please comment:** *(approx 300 words)*

**What is your assessment of the Potential PSM's readiness to establish a public service mutual?**

*(please select)*      **Totally ready**   **5**      **4**      **3**      **2**      **1**      **Not at all**  
**ready**

**Please comment:** *(approx 300 words)*

**Sensing Change – Suffolk County Council  
Invitation to Tender**

<p><b>Where applicable, in respect of <i>each</i> sub-contractor which you identified in your Tender, please confirm the final amount payable under this Contract. Where there is significant (&gt;20%) variance from the estimates provided in the Tender, please also provide a short (max 100 words) statement as to the reasons:</b></p>
<p><b>Where applicable, in respect of payments made to sub-contractors, please confirm the percentage (by value) of payments made, which were made in compliance with the 30 day sub-contractor payment obligation (as set out in the terms and conditions of contract). Where this performance falls below 80%, please also provide a short (max 100 words) statement as to the reasons:</b></p>
<p>Signed on behalf of the Supplier:</p>

<p><i>To be completed by the Potential PSM only:</i></p>
<p><b>How successfully did the Supplier work in partnership with you, including working flexibly, and ensuring that you fully understood the advice and support being offered?</b></p>
<p>(please select)    <b>Very successful</b>    <b>5</b>    <b>4</b>    <b>3</b>    <b>2</b>    <b>1</b>    <b>Not at all</b></p>

**Sensing Change – Suffolk County Council  
Invitation to Tender**

---

**successful**

**Please comment:** *(approx 300 words)*

**With specific reference to the agreed Deliverables, how successfully did the Supplier equip you with the corresponding knowledge, skills and capability to ensure that you can build on this agreed package of support, including in the future adapting and re-using any tools delivered?**

*(please select)*    **Very successful**    **5**    **4**    **3**    **2**    **1**    **Not at all**  
**successful**

**Please comment:** *(approx 300 words)*

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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Signed on behalf of the Potential PSM:

**Sensing Change – Suffolk County Council  
Invitation to Tender**

**ANNEX C**

**1. TERMS AND CONDITIONS OF CONTRACT**

1.1 In this Contract, the following words will have the following meanings:

“Contract”	will mean these terms and conditions, the Specification, the Purchase order, and the Award Letter;
“Award Letter”	means the letter signed by the Customer which confirms the award of the contract and which may give details of the Services to be supplied by the Supplier to the Customer in accordance with the terms of this Contract;
“Charges”	means the charges for the Services as set out in the Purchase Order or Award Letter (as applicable);
“Crown”	means the government of the United Kingdom including, but not limited to, government ministers, government departments, government offices and government agencies;
“Customer”	means the Minister for the Cabinet Office;
“Deliverable”	means the items forming part of the Services, identified in the Specification, Purchase Order or Award Letter, that must be submitted to the Customer under this Contract;
“DPA”	means the Data Protection Act 1998;
“Expiry Date”	means the date for expiry of this Contract as set out in the Purchase Order or Award Letter;
“FOIA”	means the Freedom of Information Act 2000;
“Information”	has the meaning given under section 84 of the FOIA;
“Key Personnel”	any persons specified as such in the Purchase Order or Award Letter (as the case may be), or otherwise notified by the Customer to the Supplier in writing;
“Party/Parties”	the Supplier and/or the Customer (as appropriate);
“Parent Body”	has the meaning attributed to it by the Award Letter.
“Potential PSM”	has the meaning attributed to it by the Award Letter.
“Premises”	will mean have the meaning detailed in the Purchase Order or Award Letter (as applicable) or if such term is not defined it will be the address where the Services are provided;
“Public Service Mutual”	means an organisation which has left the public sector but continues to deliver public services, and which in which employee control plays a significant role in its operation;
“Purchase	means the Customer’s order for Services which has a unique number, and details the Services to be supplied by

**Sensing Change – Suffolk County Council  
Invitation to Tender**

Order”	the Supplier to the Customer in accordance with the terms of this Contract;
"Relevant Conviction"	means a conviction that is relevant to the nature of the Services, relevant to the work of the Customer, or as otherwise advised by the Customer;
“Request for Information”	will have the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” will apply);
“Services”	means the services to be provided by the Supplier to the Customer under this Contract as specified in the Specification, the Purchase Order or Award Letter;
“Specification”	means any specification for the Services produced by the Supplier and agreed with the Customer; or supplied to the Supplier by the Customer including any specification contained in the Purchase Order or Award Letter and any documents referred to therein which set out the quantity, description, quality and price of the Services;
“Staff”	means all persons employed by the Supplier to perform its obligations under this Contract together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Contract;
“Staff Vetting Procedures”	will mean the Customer’s procedures for the vetting of personnel as advised to the Supplier by the Customer;
“Successful Submission”	means that in the reasonable opinion of the Customer, Deliverables submitted by the Supplier are fit for purpose, submitted on time and otherwise meet all the criteria defined under this Contract;
“Supplier”	means the person, firm or company that enters into this Contract with the Customer;
“Term”	will mean the term set out in the Purchase Order or Award Letter unless extended or terminated earlier in accordance with the terms and conditions of this Contract;
“VAT”	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
“Working Day”	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

1.2 Where a capitalised word is not defined in this Contract it will have the meaning given to it in the Purchase Order or Award Letter.

1.3 In this Contract unless the context otherwise requires:

**Sensing Change – Suffolk County Council  
Invitation to Tender**

---

- 1.3.1 references to numbered clauses are references to the relevant clause in this Contract;
- 1.3.2 any obligation on any Party not to do or omit to do anything is to include an obligation not to allow that thing to be done or omitted to be done;
- 1.3.3 the headings to the clauses of this Contract are for information only and do not affect the interpretation of this Contract;
- 1.3.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment;

where the word 'including' is used in this Contract, it will be understood as meaning 'including without limitation'.

**2. BASIS OF AGREEMENT**

- 2.1 The Award Letter constitutes an offer by the Customer to purchase Services from the Supplier in accordance with this Contract.
- 2.2 The Agreement will be deemed to be accepted on the earlier of: (a) the Supplier signing the Award Letter or Purchase Order; or (b) any act by the Supplier consistent with fulfilling the Purchase Order.

**3. SUPPLY OF SERVICES**

- 3.1 In consideration of the amounts due under this Contract, the Supplier will, from the date set out in the Purchase Order or Award Letter; provide the Services to the Customer for the Term, in accordance with the terms and conditions with this Contract.
- 3.2 In providing the Services, the Supplier will:
  - 3.2.1 co-operate with the Customer, Parent Body and Potential PSM in all matters relating to the Services, and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - 3.2.4 ensure that the Services will conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services.
- 3.3 If the Supplier provides Services from the Customer's premises, on completion of the Services, or termination or expiry of this Contract (whichever is the earlier) the

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

---

Supplier will vacate the Customer's premises, remove his plant, equipment and unused materials and will clear away from these premises all rubbish arising out of the Services and leave the premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

- 3.4 The Customer may inspect and examine the manner in which the Supplier supplies the Services, at the Premises, during normal business hours, on reasonable notice.
- 3.5 Where the Supplier is unable to comply with clause 3.2 of this clause, or where the Supplier receives a complaint from the Parent Body or Potential PSM that clause 3.2 has not been complied with, the Supplier must inform the Customer in writing within five working days of having knowledge of either event.

**4. REPRESENTATIONS AND WARRANTIES**

- 4.1 The Supplier warrants that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under this Contract, and that this Contract is executed by a duly authorised representative of the Supplier.

**5. VARIATION OF THE SERVICES**

- 5.1 The Customer reserves the right to vary the Services required, should this at any time become necessary. In the event of any variation to the scope of the Services, the Charges will be subject to fair and reasonable adjustment to be agreed between the Customer and the Supplier.

**6. CHARGES AND PAYMENT**

- 6.1 The Charges for the Services will be as set out in the Purchase Order or Award Letter, and will be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges will include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.2 The Supplier will invoice the Customer as specified in the Contract. Each invoice will include such supporting information required by the Customer to verify the accuracy of the invoice including but not limited to the relevant Purchase Order number and a breakdown of the Services supplied in the invoice period.
- 6.3 In consideration of the supply of the Services by the Supplier, the Customer will pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order number. Payments may be withheld or reduced by the Customer in the event of unsatisfactory performance without prejudice to the Customer's other rights and remedies under this Contract.
- 6.4 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under this Contract, it will ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

- 6.5 All amounts stated are exclusive of VAT which will be charged at the prevailing rate. The Customer will, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable on the services supplied.
- 6.6 If there is a dispute as to the amount invoiced the Customer will pay the undisputed amount.
- 6.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer will pay the Supplier interest at a rate which will compensate for such loss as has been directly caused by the late payment. The interest rate will not be at a rate higher than the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998. Any disputed amounts will be resolved through the dispute resolution procedure detailed in clause 40.
- 6.8 The Supplier will not suspend the supply of the Services unless the Supplier is entitled to terminate this Contract for a failure to pay undisputed sums in accordance with clause 15.2.
- 6.9 In the event of termination pursuant to Clause 15 the Customer and the Supplier will enter into good faith negotiations to agree a reduced payment for any partially completed Deliverables or Milestones. Any such payment will reflect the proportion of work towards completion that the Supplier is able to demonstrate they have performed and any relevant payments already made by the Customer towards the completed Deliverables or Milestones. The Customer will not be liable to pay any severance payment or compensation to the Supplier for the loss of profits suffered as a result of the termination.

**7. RECOVERY OF SUMS DUE**

- 7.1 If any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of this Contract) under this Contract, that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under this Contract or under any other contract with the Customer or with any department, agency or authority of the Crown. The Supplier will not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

**8. PROPERTY**

- 8.1 If necessary, the Customer will arrange for the Supplier to be provided with reasonable access to the Premises for the purpose of providing the Services.
- 8.2 All equipment, tools and vehicles brought onto the Premises will be at the Supplier's risk.
- 8.3 Any equipment provided by the Customer or Parent Body for the purpose of this Contract will remain property of the Customer or Parent Body and will only be used

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

---

for the purpose of carrying out this Contract, and will be returned promptly to the Customer or Parent Body on expiry or termination of this Contract.

- 8.4 The Supplier will reimburse the Customer or Parent Body for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by any Staff. Equipment supplied by the Customer or Parent Body will be deemed to be in a good condition when received by the Supplier unless the Customer or Parent Body is notified otherwise in writing within seven days.

**9. KEY PERSONNEL**

- 9.1 Any Key Personnel will not be released from supplying the Services without the Contract of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 9.2 Any replacements to the Key Personnel will be subject to the agreement of the Customer (not to be unreasonably withheld). Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

**10. INSPECTION OF PREMISES**

- 10.1 The Supplier is deemed to have inspected the Premises before submitting its tender so as to have understood the nature and extent of the Services to be carried out and is satisfied in relation to all matters connected with the performance of its obligations under this Contract.

**11. INSURANCE**

- 11.1 The Supplier will effect and maintain (for the Term and for 1 year following the end of the Term), with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover in respect of (i) all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Contract; (ii) public liability insurance; and (iii) professional indemnity insurance (where appropriate).
- 11.2 The Supplier will give to the Customer or Parent Body, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 11.3 The insurance may be limited in respect of one claim (but not in any other respect) provided that any such limit will be at least £500,000.

**12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1 All intellectual property rights in any materials (i) provided by the Customer to the Supplier for the purposes of this Contract will remain the property of the Customer; and (ii) prepared by or for the Supplier solely for delivery of the Services under this Contract, will vest in the Customer. If, and to the extent, that such materials do not vest automatically in the Customer, the Supplier hereby assigns (with full title

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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guarantee and free from all third party rights) all intellectual property rights in such materials to the Customer.

- 12.2 The Supplier hereby grants to the Customer a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any intellectual property rights that the Supplier owns, or has developed, prior to the Commencement Date of this Contract and which the Customer reasonably requires in order to exercise its rights and take the benefit of this Contract including the Services provided.
- 12.3 The Supplier will indemnify, and keep indemnified, the Customer in full against all cost, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier, its employees, agents or subcontractors.

**13. ASSIGNMENT AND SUB-CONTRACTING**

- 13.1 The Supplier will not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of this Contract or any part thereof. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier will be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 13.2 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under this Contract, it will comply with clause 6.4.
- 13.3 Where the Customer has consented to the placing of sub-contracts copies of each sub-contract, will at the request of the Customer, be sent by the Supplier to the Customer as soon as is reasonably practicable.
- 13.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under this Contract without the consent of the Supplier provided that such assignment, novation or disposal will not increase the burden of the Supplier's obligations under this Contract.

**14. TERM**

- 14.1 This Contract will take effect on the date specified in Award Letter or the Purchase Order and will expire on the Expiry Date, unless it is otherwise extended in accordance with clause 14.2 below, or terminated in accordance with the terms and conditions of this Contract.
- 14.2 The Customer may, by giving written notice to the Supplier, give reasonable notice prior to the last day of the Contract of its intention to extend this Contract for any number of further periods, the aggregate of which shall not exceed the maximum extension period which was provided for in the relevant invitation to tender

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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documentation. The provisions of this Contract will apply throughout any such extended periods.

**15. TERMINATION**

15.1 Without prejudice to any other right or remedy it might have, the Customer may terminate this Contract by written notice to the Supplier with immediate effect if:

15.1.1 the Customer gives the Supplier 1 month's written notice, unless the Contract is less than 3 months in duration in which case 2 weeks' notice will be given;

15.1.2 the Supplier is in material breach of any obligation which is not capable of remedy;

15.1.3 the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;

15.1.4 the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

15.1.5 the Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or

15.1.6 the Supplier becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 15.1.6) in consequence of debt in any jurisdiction.

15.2 The Supplier may terminate this Contract if the Customer has not paid any undisputed amounts within 90 days of them falling due.

15.3 Termination or expiry of this Contract will not affect the continuing rights under clauses 2, 3.2, 3.3, 8, 11, 16, 24, 25, 26, 30, 32, 38 and 40.

**16. CONSEQUENCES OF TERMINATION/EXPIRY**

16.1 Upon termination or expiry of this Contract, the Supplier will:

16.1.1 give all reasonable assistance to the incoming supplier of the Services.

16.1.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.

16.2 Subject to clause 6, 7 and 16.3, where the Customer terminates the Contract under clause 15 (Termination), the Customer will indemnify the Supplier against any commitments, liabilities or expenditure which represent an unavoidable direct loss to the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. The Customer will not be liable to

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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pay any severance payment or compensation to the Supplier for loss of profits suffered as a result of the termination. Where the Supplier holds insurance, the Customer shall only indemnify the Customer for those unavoidable direct costs that are not covered by the insurance available. The Supplier shall submit a fully itemised and costed list of unavoidable direct loss which it is seeking to recover from the Customer, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination.

- 16.3 In respect to all claims under clause 16.2, the Customer will make one payment in full and final settlement. This payment will not exceed the total of any remaining remuneration due to the Supplier under clause 6 of this Contract.

**17. VARIATION**

- 17.1 This Contract cannot be varied except in writing signed by a duly authorised representative of both the Parties.

**18. PREVENTION OF CORRUPTION**

- 18.1 The Supplier will not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract.

- 18.2 If the Supplier, its Staff or anyone acting on the Supplier's behalf, engages in conduct prohibited by clause 18.1, the Customer may:

18.2.1 terminate the Contract and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract; or

18.2.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of clause 18.1.

- 18.3 The Supplier must inform the Customer in writing, within 5 working days of first knowledge, of any evidence that the Parent Body or Potential PSM engages, or intends to engage, in conduct prohibited by clause 18.1.

**19. PREVENTION OF FRAUD**

- 19.1 The Supplier will take all reasonable steps, in accordance with good industry practice, to prevent fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

- 19.2 The Supplier will notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

- 19.3 If the Supplier or its Staff commits fraud in relation to this or any other contract with the Crown (including the Customer) the Customer may:

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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19.3.1 terminate this Contract and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract; or

19.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause 19.

19.3.3 The Supplier must inform the Customer in writing, within 5 working days of first knowledge, of any evidence that the Parent Body or Potential PSM engages, or intends to engage, in conduct prohibited by clause 19.1.

**20. THIRD PARTY RIGHTS (EXCLUDING RIGHTS UNDER THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999)**

20.1 Except as expressly provided elsewhere in this Contract, a person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

20.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

**21. HEALTH AND SAFETY**

21.1 The Supplier will promptly notify the Customer, the Parent Body and Potential PSM, of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. If the services are provided at the Customer's premises, the Customer will ensure that the Supplier is promptly notified of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Contract.

21.2 While on the Customer's or Parent Body's premises, the Supplier will comply with all health and safety measures.

21.3 The Supplier will notify the Customer, Parent Body and Potential PSM immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

**22. DISCRIMINATION**

22.1 The Supplier will not unlawfully discriminate within the meaning and scope of the Equality Act 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

22.2 The Supplier will take all reasonable steps to secure the observance of clause 22.1 by all Staff.

**23. ENVIRONMENTAL REQUIREMENTS**

23.1 The Supplier will provide the Services in accordance with the Parent Body's environmental policy.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**24. DATA PROTECTION ACT**

- 24.1 The Supplier and all its Staff will comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
- 24.2 Notwithstanding the general obligation in clause 24.1, where the Supplier is processing Personal Data (as defined by the DPA) as a Data Processor for the Customer (as defined by the DPA) the Supplier will ensure that it has in place appropriate technical and organisational measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- 24.2.1 provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
- 24.2.2 promptly notify the Customer of:
- (a) any breach of the security measures to be put in place pursuant to this clause 24; and
  - (b) any request for personal data;
- 24.2.3 ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of the Customer's obligations under the DPA.

**25. INFORMATION ASSURANCE**

- 25.1 When handling Customer, Parent Body or Potential PSM data, the Supplier will ensure the security of the data is maintained in line with the protective marking given to that data by the Customer, Parent Body or Potential PSM and by adopting any security procedures specified by the Customer, Parent Body or Potential PSM and set out in the Award Letter or Specification.
- 25.2 The Customer reserves the right to inspect the physical location of the data store or processing, back-up arrangements and review at appropriate intervals to be agreed with the Customer any information assurance processes and procedures in place.

**26. OFFICIAL SECRETS ACTS 1911 TO 1989, SECTION 182 OF THE FINANCE ACT 1989**

- 26.1 The Supplier will comply with, and will ensure that its Staff comply with, the provisions of:
- (a) the Official Secrets Acts 1911 to 1989; and
  - (b) Section 182 of the Finance Act 1989.

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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26.2 In the event that the Supplier or its Staff fail to comply with this clause 26, the Customer reserves the right to terminate the Contract by giving notice in writing to the Supplier.

**27. FREEDOM OF INFORMATION**

27.1 The Supplier acknowledges that the Customer and Parent Body (where relevant) are subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and will provide all necessary assistance to the Customer or Parent Body to enable it to comply with all Information disclosure obligations.

27.2 The Customer may request the Supplier to provide information in its possession in a specific form and the Supplier will respond within 5 Working Days.

27.3 The Customer has absolute discretion, notwithstanding any other provision in this Contract, to determine whether Information is exempt from disclosure.

27.4 The Supplier should not respond to any Request for Information.

27.5 The Supplier acknowledges that (notwithstanding the provisions of this clause 27 and the provisions of clause 33) the Customer or Parent Body may be obliged to disclose information concerning the Supplier or the Services in certain circumstances:

- (a) without consulting the Supplier; or
- (b) following consultation with the Supplier and having taken their views into account;

where clause 27.5(a) applies the Customer will make arrangements, in accordance with any relevant guidance issued under the FOIA, so that reasonable steps are taken, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

27.6 The Supplier will ensure that all Information relevant to this Contract is retained for disclosure and if requested, permit the Customer to inspect it.

**28. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES**

28.1 Without prejudice to the Customer's obligations under the FOIA, neither Party will make any press announcement or publicise this Contract or any part thereof in any way, except with the prior written consent of the other Party.

28.2 Both Parties will take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause 28.1.

**29. SECURITY**

29.1 The Customer and Parent Body will be responsible for maintaining the security of their respective premises in accordance with their standard security requirements. While on the Customers or Parent Body's premises the Supplier will comply with all security requirements, and will ensure that all Staff comply with such requirements.

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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29.2 Where the Services are provided from the Suppliers premises, the Supplier will, at their own cost, comply with all security requirements specified by the Customer in writing.

**30. SUPPLIER'S STAFF**

30.1 The Customer may, by giving written notice to the Supplier:

- (a) refuse to admit onto, or withdraw permission to remain on, their premises to any member of the Staff or any person employed or engaged by any member of the Staff;
- (b) require that a person or Staff is not to become involved in, or is to be removed from involvement in the performance of, the Contract; and
- (c) require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered.

30.2 The Supplier will comply with any clause 30.1 notice.

30.3 If requested, the Supplier will provide a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's or Parent Body's premises in connection with this Contract.

30.4 The Supplier's Staff will comply with any rules, regulations and requirements specified by the Customer or Parent Body.

30.5 If the Supplier fails to comply with clause 30.2 within 1 month of the date of the request unless the Contract is less than 3 months in duration in which case 2 weeks' notice will be given, and in the reasonable opinion of the Customer such failure may be prejudicial to the interests of the Crown then the Customer may terminate the Contract, provided always that such termination will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Customer.

30.6 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with clause 30.2 will be final and conclusive.

30.7 The Supplier will comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Supplier confirms that all persons employed or engaged by the Supplier were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

30.8 The Customer may require the Supplier to ensure that any person employed in the provision of the Services has undertaken a Criminal Records Bureau check as per the Staff Vetting Procedures. The Supplier will ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged in the provision of any part of the Services.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**31. AUDIT**

- 31.1 The Supplier will keep and maintain until 6 years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the Customer. The Supplier will on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Contract.

**32. TRANSPARENCY**

- 32.1 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential. The Customer will be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.
- 32.2 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Customer to publish the Contract in its entirety, but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted, including from time to time agreed changes to the Contract, to the general public.

**33. CONFIDENTIALITY**

- 33.1 (Subject to clause 26 and 27) each Party will keep confidential and not disclose, and will procure that his employees and the employees of any sub-contractor keep confidential and do not disclose, any information of a confidential nature obtained by him (concerning the other Party) by reason of this Contract except information which:
- (a) is in the public domain otherwise than by reason of a breach of this provision;
  - (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - (c) was in a Party's possession without restriction as to its disclosure prior to receiving such information from the other Party;
  - (d) is required to be disclosed by law (including under the FOIA and Environmental Information Regulations), or for the purposes of audit or regulatory requirements;
  - (e) is necessary for a Party to disclose for the purposes of the performing its obligations under this Contract (but only to the extent it is necessary to do so);
  - (f) the other Party has given its specific express prior written consent can be disclosed;
  - (g) in the case of the Customer, disclosed to any other government department provided that such government department will comply with confidentiality

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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provisions in respect of such disclosed information which are no less onerous than this clause.

- 33.2 The provisions of this clause will apply during the continuance of this Contract and after its expiry or termination howsoever arising.

**34. FORCE MAJEURE**

- 34.1 Neither Party will have any liability under or be deemed to be in breach of this Contract for any delays or failures in performance of this Contract which result from circumstances beyond the reasonable control of that Party (those circumstances excluding any industrial action occurring within the Supplier's organisation).

- 34.2 The Party affected by such circumstances will promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate this Contract by written notice to the other Party.

**35. ENTIRE AGREEMENT**

- 35.1 This Contract contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract. Nothing in this clause will exclude liability for fraud or fraudulent misrepresentation.

**36. WAIVER**

- 36.1 Any waiver or relaxation either partly, or wholly of any of the conditions of the Contract will be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract will not constitute a waiver of any right or remedy arising from any other breach of the Contract.

**37. AGENCY, PARTNERSHIP ETC**

- 37.1 This Contract will not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties, or between the Parties, the Parent Body and the Potential PSM, other than the contractual relationship expressly provided for in this Contract. Neither Party will have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

**38. REMEDIES CUMULATIVE**

- 38.1 Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract (whether under this Contract, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy will not be deemed an election of such remedy to the exclusion of other remedies.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**39. SEVERANCE**

- 39.1 If any provision of this Contract is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision will, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract, and will not in any way affect any other circumstances of or the validity or enforcement of this Contract.

**40. DISPUTE RESOLUTION**

- 40.1 The Parties will attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract. If the dispute cannot be resolved by the Parties within a reasonable period, the dispute may, by agreement between the Parties, be referred to a neutral adviser or mediator (“the Mediator”) chosen by agreement between the Parties. If they are unable to agree a Mediator or if the chosen Mediator is unable or unwilling to act either Party will be able to apply an appropriate mediation provider to appoint a Mediator. Within 10 Working Days of appointing the Mediator, the parties will meet with the Mediator to agree a procedure for negotiations.
- 40.2 All negotiations connected with the dispute will be conducted in confidence and without prejudice to the rights of the parties in any further proceedings. The parties agree to be bound by any written agreement once signed by the Parties. If the Parties fail to appoint a Mediator, or fail to reach agreement within one month of the Mediator being appointed, either party may exercise any remedy that it has under this Contract.

**41. NOTICES**

- 41.1 Any notice to be given under this Contract will be in writing and will be sent by first class mail or air mail, or by facsimile or e-mail, to the address of the relevant Party set out in the Purchase Order or Award Letter, or such other address or facsimile number as that Party may from time to time notify to the other Party in accordance with this clause.
- 41.2 Notices sent as above will be deemed effectively given on the day when in ordinary course of the means of transmission, it would first be received by the addressee in normal business hours.

**42. GOVERNING LAW AND JURISDICTION**

- 42.1 The validity, construction and performance of this Contract, and all contractual and non contractual matters arising out of it, will be governed by English law and will be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

**43. Third Party Rights (to be provided by the Supplier)**

- 43.1 Any reference in this clause 43 to Parent Body and Potential PSM includes their successors and permitted assignees.
- 43.2 The Customer and Supplier agree that:
- 43.2.1 Comply with the Contract

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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- 43.2.1.1 The Supplier warrants to the Parent Body and Potential PSM that;
- (a) it has complied, and will continue to comply, with all its obligations under this Contract;
  - (b) it has used, and will continue to use, all the reasonable skill, care and diligence to be expected of a professional and experienced business advisor undertaking similar business advice in scope and character to the Services provided under this Contract.
- 43.2.2 Timetable for the supply of Services
- 43.2.2.1 Before commencing the supply of Services, the Supplier, the Parent Body and Potential PSM will agree a timetable for the supply.
- 43.2.2.2 The Supplier, Parent Body and Potential PSM may vary the timetable by agreement.
- 43.2.2.3 The Supplier will forward a copy of the timetable, including any amendments made, to the Parent Body, Potential PSM and Customer.
- 43.2.3 Supply of Services
- 43.2.4 The Supplier grants the Parent Body the right to enforce the Customer's rights under clause 3.3 of this Contract, as if the Parent Body had been named with the Customer.
- 43.2.5 Professional indemnity insurance
- 43.2.5.1 The Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clause 11 of this Contract, as if the Parent Body and Potential PSM had been named with the Customer.
- 43.2.6 Intellectual Property Rights
- 43.2.6.1 The Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clauses 12.2 and 12.3 of clause 12 of this Contract, as if the Parent Body and Potential PSM had been named with the Customer.
- 43.2.6.2 The Customer grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clauses 12.2 and 12.3 of clause 12 of this Contract, as if those clauses were drafted with the Parent Body and Potential PSM named in place of the Customer, and as if the Customer had been named instead of the Supplier.
- 43.2.7 Consequences of Termination

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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- 43.2.7.1 The Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clause 16.1.2 of this Contract, as if the Parent Body and Potential PSM had been named with the Customer.
- 43.2.8 Health and Safety
- 43.2.8.1 The Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clause 21 of this Contract, as if the Parent Body and Potential PSM had been named with the Customer.
- 43.2.9 Environmental Requirements
- 43.2.9.1 Pursuant to clause 23, the Supplier grants the Parent Body the right to require that the Services are provided in accordance with the Parent Body's environmental policy.
- 43.2.10 Information Assurance
- 43.2.10.1 Pursuant to clause 25, the Supplier grants the Parent Body and Potential PSM the right to specify the security procedure that must be adopted when the Supplier handles Parent Body and Potential PSM data.
- 43.2.11 Freedom of Information
- 43.2.11.1 The Supplier grants the Parent Body the right to enforce the Customer's rights under clauses 27.1, 27.2, 27.3 and 27.6 of clause 27 of this Contract, as if the Parent Body had been named with the Customer.
- 43.2.12 Security
- 43.2.12.1 The Supplier grants the Parent Body the right to enforce the Customer's rights under clauses 29.1 and 29.2 of clause 29 of this Contract, as if the Parent Body had been named with the Customer.
- 43.2.13 Supplier's Staff
- 43.2.13.1 The Supplier grants the Parent Body the right to enforce the Customer's rights under clauses 30.1, 30.3, 30.4 and 30.8 of clause 30 of this Contract, as if the Parent Body had been named with the Customer.
- 43.2.14 Confidentiality
- 43.2.14.1 (Subject to clauses 26 and 27 of this Contract) the Supplier warrants to the Parent Body and Potential PSM that it will keep confidential and not disclose, and will procure that its employees and the employees of any sub-contractor keep confidential and do not disclose, any information of a confidential nature obtained by it (concerning the Parent Body

**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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and Potential PSM) by reason of this Contract except information which:

- (a) is in the public domain otherwise than by reason of a breach of this provision;
- (b) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
- (c) was in the Supplier's possession without restriction as to its disclosure prior to receiving such information from the Parent Body and Potential PSM;
- (d) is required to be disclosed by law, or for the purposes of audit or regulatory requirements;
- (e) is necessary for the Supplier to disclose for the purposes of the performing its obligations under this Contract (but only to the extent it is necessary to do so); and;
- (f) the Parent Body and Potential PSM has given its specific express prior written consent can be disclosed.

43.2.14.2 The Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clauses 33.1 and 33.2 of clause 33 of this Contract, as if the Parent Body and Potential PSM had been named with the Customer and Supplier as a Party.

43.2.15 Remedies Cumulative

43.2.15.1 In relation to the rights acquired by the Parent Body and Potential PSM under clause 20 alone, the Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clauses 38.1 of clause 38 of this Contract, as if the Parent Body and Potential PSM had been named as a Party.

43.2.16 Dispute Resolution

43.2.16.1 In relation to the third party rights expressly granted under this Contract, the Supplier grants the Parent Body and Potential PSM the right to enforce the Customer's rights under clauses 40.1 and 40.2 of clause 40 of this Contract, as if the Parent Body and Potential PSM had been named with the Customer.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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**ANNEX D**

**1. RESPONSE REQUIRED**

1.1 **Potential Suppliers' should note that amendments have been made to the usual form of this section, to reflect the structure of the Contract.**

1.2 Potential Suppliers are requested to provide written submissions addressing the following:

1.3 Background Information:

1.3.1 Basic Supplier and Supply Chain Information: Potential Suppliers should provide a statement confirming:

1.3.1.1 Name, telephone number and email address for a single point of contact for their tender.

1.3.1.2 Whether the Services shall be provided entirely by themselves, or whether they shall be acting as a prime contractor with a proportion of the Services delivered by third-parties.

1.3.1.3 Whether the Potential Supplier is an SME and/or VCSE organisation as defined in paragraph 2 of this Annex D.

1.3.1.4 Where applicable, whether any sub-contractors identified above are SME and/or VCSE organisations as defined in paragraph 2 of this Annex D.

1.3.1.5 Where applicable, the estimated value or proportion of the price which will be paid to *each* sub-contractor.

For the avoidance of doubt, the nature of the responses to these questions shall not impact a tender's evaluation outcome; the information will be used to track our reach into and impact on different sectors of the market.

1.4 Compliance Check

1.4.1 Conflicts of interest: Potential Suppliers must disclose the results of their conflict of interests check. In the event of an actual or perceived conflict, they must set out the measures that are, and will be put in place to manage this conflict to the satisfaction of the Customer.

1.4.2 Compliance with Requirements: Potential Suppliers should provide a statement confirming that they will meet the requirements of this ITT, including any timetable requirements and any Deliverables.

1.4.3 Fixed Price for Core Project Specific Requirements and KSDs: Potential Suppliers should provide a statement confirming that the fixed price that they are quoting for this element of the Services does not exceed the stated cap. Potential Suppliers must also provide a breakdown of their costs in relation to this fixed price.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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1.4.4 Fixed Prices for each level or grade of support to the Further Project Specific Requirements: Potential Suppliers should provide their fixed prices for each level or grade of support to this element of the Services, along with a breakdown of the costs in relation to each fixed price.

**(Pass / Fail Questions)**

1.5 Section A1

1.5.1. This relates to Part 1 only.

1.5.2. Understanding of and approach to the issues, including a project plan, compliance with which shall be measured as a key indicator of success.

**(Quality Criterion = x1)**

1.6 Section A2

1.6.1 This relates to Part 2 only

1.6.2 Total number of days of support which will be provided in accordance with the requirements of Part 2, not including any time in relation to KSDs.

**(Part 2 Resourcing Criterion = x0.5)**

1.7. Section B

1.7.1 This relates to Part 1 and Part 2

1.7.2 Understanding of and approaches to working in partnership with the Potential PSM, including (but not limited to):

1.7.2.1 Way of working

1.7.2.2 approach and commitment to being flexible; and

1.7.2.3 approach to:

(a) ensuring that, as Deliverables are developed and ultimately delivered, the Potential PSM fully understands the work, including ensuring the Potential PSM is able to effectively reuse and/or adapt the Deliverables for future use (where applicable).

(b) ensuring that learning and skills are embedded in the Potential PSM (where applicable; for example, likely significantly more relevant to support services in areas such as business planning, communications and engagement and less relevant to services such as legal advice and due diligence etc.).

**(Quality Criterion; Weighting = x1)**

1.8. Section C

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**Sensing Change – Suffolk County Council**  
**Invitation to Tender**

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- 1.8.1. This relates to Part 1 and Part 2
- 1.8.2. Format and content of KSDs, to include any accompanying materials, such as toolkits etc.
- 1.8.3. Due to the break points following the Part 1 and Part 2 service requirements, Potential Suppliers should set out clearly to which service requirements the proposed KSDs relate.

**(Quality Criterion; Weighting = x1)**

1.9. Section D

- 1.9.1. This relates to Part 1 and Part 2
- 1.9.2. Team structure and experience to include
  - 1.9.2.1. An explanation of why each individual is being proposed, a statement as to their grade / seniority, and a summary of their role within the team;
  - 1.9.2.2. A single A4 side CV (maximum) for each;
  - 1.9.2.3. An organogram of the team (including estimated number of days work to be completed by each member); and
  - 1.9.2.4. Brief details of any supporting individuals whose experience is relevant to the project, or teams within your company whose skills you would access during the appointment. We do not wish to receive full CVs for every supporting individual, but a summary of the expertise your company can provide.

**(Personnel Criterion; Weighting = x2)**

1.10. Commercial

- 1.10.1. This relates to Part 1 only.
- 1.10.2. Your total fixed price and accompanying price breakdown for Part 1 provided as part of the response to the Compliance Check and Background will be assessed under this criterion, relative to other Potential Suppliers.

**(Commercial Criterion; Weighting = x1.5)**

- 1.10.3. The responses to Sections A1 and A2, B and C must not exceed 20 pages. Responses under the Compliance Check and Background and Section D should be included as a separate annex and will not count towards the page limit.

**Sensing Change – Suffolk County Council  
Invitation to Tender**

**1. DEFINITIONS OF SME AND VCSE**

<b>Definitions</b>				
<b>Small &amp; Medium-sized Enterprises (SMEs)</b>				
Enterprise category	Headcount (FTE)	Turnover	or	Balance sheet total
medium-sized	< 250	$\leq$ € 50 million		$\leq$ € 43 m
small	< 50	$\leq$ € 10 million		$\leq$ € 10 m
micro	< 10	$\leq$ € 2 million		$\leq$ € 2 m

**NB.** These ceilings apply to the figures for individual firms only. A firm which is part of larger grouping may need to include employee/turnover/balance sheet data from that grouping too. Further guidance can be found at:  
[http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm)

<b>Voluntary, Community and Social Enterprise Sector organisations (VCSEs)</b>
<p>The VCSE sector comprises of “Non-governmental organisations that are value-driven and which principally reinvest their surpluses to further social, environmental or cultural objectives”. This includes a diverse range of organisations, however these can broadly be categorised as:</p> <p><b>Charities</b> - organisations which are established for exclusively charitable purposes in accordance with the law of England and Wales. Most charities with an annual income of over £5,000 have to register with the Charity Commission (PP&amp;ST has details of the Charities register for you to check);</p> <p><b>Voluntary and Community organisations</b> - independent organisations, which are established for purposes that add value to the community as a whole, or a significant section of the community, and which are not permitted by their constitution to make a profit for private distribution. Voluntary organisations do not include local government or other statutory authorities;</p> <p><b>Social Enterprises</b> – businesses with primarily social objectives whose surpluses are principally reinvested for that purpose in the business or community, rather than being driven by the need to maximise profit for shareholders and owners.</p> <p><b>NB</b> There is some overlap between these categories – some voluntary and community organisations are also charities, and some organisations are classified as both a charity and a social enterprise.</p>

**Sensing Change – Suffolk County Council  
Invitation to Tender**

**ANNEX E**

**1. ASSESSMENT OF TENDERS**

1.1 **Potential Suppliers’ attention is drawn to a new criterion (“Part 2 Resourcing Criterion”) which is being used for this procurement.**

1.2. Each criterion will be assessed as a whole in accordance with the relevant scoring mechanism below. To receive higher marks, you should ensure that you provide all of the evidence requested.

1.3. All Potential Suppliers must score at least a mark of 1 against every scored requirement.

**2. QUALITY CRITERION**

<b>Mark</b>	<b>Definition</b>
0	Very Poor. Major deficiencies in evidence of Potential Supplier’s solution.
1	Satisfactory. Potential Supplier’s solution with regard to all elements of the requirement is evidenced to a reasonable level <i>but includes some minor deficiencies or limitations</i> . The <i>majority</i> of the response is therefore acceptable.
2	Good. Potential Supplier’s solution with regard to all elements of the requirement is evidenced to an acceptable level <i>and does not include any identifiable deficiencies or limitations</i> . The <i>entirety</i> of the response is therefore acceptable.
3	Excellent. Very good knowledge and understanding of the requirements, perhaps demonstrating unique insights or clear added value. Potential Supplier’s solution across all elements of the requirement would suggest an excellent match for the project.

**3. COMMERCIAL CRITERION (if used)**

<b>Mark</b>	<b>Definition</b>
0	Unacceptable. Proposal does not meet core value for money or budgetary requirements and / or unacceptably high day rates. Overall represents poor value for money.
1 - 2	Proposal complies with core value for money or budgetary requirements and offers acceptable day rates. Tenders will be scored within this band relative to each other.
3	Proposal exceeds core value for money and / or budgetary requirements and offers acceptable day rates. No notable

**Sensing Change – Suffolk County Council  
Invitation to Tender**

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	deficiencies.
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**4. PERSONNEL CRITERION**

<b>Mark</b>	<b>Definition</b>
0	Very Poor. Major deficiencies in evidence of relevant skills, knowledge and / or expertise.
1	Satisfactory. Skills, knowledge and expertise with regard to all elements of the requirement are evidenced to a reasonable level <i>but includes minor deficiencies or limitations</i> . Majority of the response is therefore acceptable.
2	Good. Skills, knowledge and expertise with regard to all elements of the requirement are evidenced to an acceptable level <i>and does not include any identifiable deficiencies or limitations</i> . <i>Entirety</i> of the response is therefore acceptable.
3	Excellent. Proposed personnel bring unique insight and/or added value to the solution. The skills, knowledge and expertise with regard to all elements of the requirement would suggest an excellent match for the project.

**5. PART 2 RESOURCING CRITERION**

<b>Mark</b>	<b>Definition</b>
0	Unacceptable. Proposal does not meet service requirements and/or does not commit to offering a minimum number of days of support.
1 – 3	Proposal complies with the service requirements and commits to offering a minimum number of days of support. Tenders will be scored within this band relative to each other.