**FURTHER COMPETITION**

**FOR**

**[INSERT CONTRACT TITLE]**

**CONTRACT**

**Key to high lighting :**

1. **All text highlighted in yellow and included within square brackets [ ] is to be completed by the customer**
2. **All text highlighted in green provides guidance.**

***Notes :***

1. ***This document is for guidance purposes only and should be tailored to suit your specific requirements.***
2. ***The supplier matrix includes company information on suppliers. Please do not ask for this information again.***
3. ***Please note when you issue the document to suppliers all highlighting, square brackets must be removed along with any guidance notes.***

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# glossary

## In this Further Competition Invitation the following words and phrases have the following meanings:

## “**Authority**” means [Insert Customer Name and Address];

## **“CCS”** means Crown Commercial Service;

## “**Contract**” has the meaning set out in Framework Agreement Schedule 4;

## “**Further Competition**” means the process used to establish a Contract that facilitates the provision of [Insert Contract Title];

## “**Further Competition** **Invitation**” means this document and all related documents published by the Authority in relation to this Further Competition;

## **“CCS”** means Crown Commercial Service;

## “**Marking Scheme**” means the range of marks that may be given to a Potential Provider depending on the quality of its response to a question which is located in the boxes below the applicable question;

## “**Minimum Total Score**” means the minimum score that the Potential Provider must obtain in order to be awarded the Contract;

## “**Total Score Available**” means the maximum potential score that can be awarded for a response to a question;

## “**Potential Provider**” means a company that submits a Tender in response to the Further Competition Invitation;

## “**Supplier**” means the Potential Provider with whom the Authority has concluded the Contract;

## “**Tender**” means the Potential Provider’s formal offer in response to the Invitation to Tender;

## “**Tender Clarifications Deadline**” means the time and date set out in paragraph 4 for the latest submission of clarification questions; and

## “**Tender Submission Deadline**” means the time and date set out in paragraph 4 for the latest uploading of Tenders.

# introduction

## This Further Competition Invitation relates to the Further Competition to award a [Insert Contract Title] Contract to a sole Supplier.

## This Further Competition Invitation contains the information and instructions the Potential Provider needs to submit a Tender.

## This Further Competition is being conducted under the CCS insurance services II framework agreement (reference RM3731).

# OVERVIEW OF Invitation to tender

## The following appendices accompany this ITT:

### **Appendix A – Terms of the Further Competition**

### Sets out rights and obligations which apply to the Potential Provider and the Authority during this Further Competition.

### **Appendix B – Lot 2 Specification**

### A detailed description of the services that the Supplier will be required to supply to the Authority.

### *[You need to make the specification specific to brokerage and not insurance i.e. what you want the broker to do on your behalf. You do not need to include details on your insurance premiums within this document. Once you have appointed your broker you will then discuss and finalise your documentation to appoint your insurer/s.]*

### **Appendix C – Tender Questionnaire**

### A template containing questions which the Potential Provider is required to respond to

# FURTHER COMPETITION TIMETABLE

## The timetable for this Further Competition is set out in the table below.

## This timetable may be changed by the Authority at any time. The Potential Provider will be informed if changes to this timetable are necessary.

## All Tenders must be received by the Authority before the Tender Submission Deadline.

## Tenders received on or after the Tender Submission Deadline may be rejected by the Authority to ensure that all Potential Providers are treated fairly. The decision whether to reject a Tender received after the Tender Submission Deadline is made entirely at the Authority’s discretion.

| **DATE** | **ACTIVITY** |
| --- | --- |
| [Day/Date/Month/Year] | Publication of the Further Competition Invitation |
| [Day/Date/Month/Year] | Clarification period starts |
| [Day/Date/Month/Year] | Clarification period closes (“**Tender Clarifications Deadline**”) |
| [Day/Date/Month/Year] | Deadline for the publication of responses to Tender Clarification questions |
| [Day/Date/Month/Year] | Deadline for submission of a Tender to the Authority Contract (“**Tender Submission Deadline**”)  *[Please allow time for Potential Providers to consider your response. We recommend a minimum period of 5 days between the Tender Clarifications Deadline and the Tender Submission Deadline.]* |
| [Day/Date/Month/Year] | Date of Supplier Presentations (if required) *[Please delete if not utilised]* |
| [Day/Date/Month/Year] | Date of e-Auction (if required) *[Please delete if not utilised]* |
| [Day/Date/Month/Year] | Expected commencement date for the Contract |

# questions AND CLARIFICATIONS

## Potential Providers may raise questions or seek clarification regarding any aspect of this Further Competition at any time prior to the Tender Clarification Deadline.

## [Insert information on the process for raising clarification questions.]

## The Authority will not enter into exclusive discussions regarding the requirements of this Further Competition with Potential Providers.

## To ensure that all Potential Providers have equal access to information regarding this Further Competition, the Authority will publish all its responses to questions raised by Potential Providers on an anonymous basis.

## Responses will be published in a Questions and Answers document to all companies who expressed an interest and were subsequently invited to tender.

## At times the Authority may issue communications to the email address for the tender contact provided in Appendix C (Tender Questionnaire), therefore please ensure that this mailbox is reviewed on a regular basis.

# Price

## [Insert information on how pricing will be determined, i.e. what Potential Providers are pricing for, the format the pricing should take etc).]

## *[For examples of what you could include on pricing please see the customer guidance document.]*

# Submitting a tender

## [Insert information on how Potential Providers should submit a Tender.]

## A Tender must remain valid and capable of acceptance by the Authority for a period of [enter the number days] following the Tender Submission Deadline. A Tender with a shorter validity period may be rejected.

# tender EVALUATION

## Tenders will be evaluated in line with the Marking Scheme set out in Appendix C (Tender Questionnaire).

## [Please insert an overview of how the overall Tender Score will be evaluated].

## The Total Score Available for each question set out in Appendix C (Tender Questionnaire) is as follows:

| **QUESTION NUMBER** | **QUESTION** | **TOTAL SCORE AVAILABLE** |
| --- | --- | --- |
| [1] | Company Information | Information Only |
| [2] | Potential Provider Contact | Information Only |
| [3] | Mandatory Questions *[Please delete if not used and amend numbering in this table.]* | Pass / Fail |
| [4] | [Insert Question Title – this can be copied for each quality question that has been included] | [Insert Score] |
| [5] | [Insert Question Title, e.g. ‘Price’] | [Insert Score] |
| **Total** | | **100** |

# CONTRACT AWARD

## The Potential Provider that achieves the highest total score will be awarded the Contract.

## If two or more Potential Providers obtain the highest total score, the Potential Provider with the highest score for the ‘[Insert Question Title]’ element will be deemed the winner and awarded the Contract.

## If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that they meet the Minimum Total Score of [Insert Minimum Pass Mark, e.g. 70].

# Appendix A – Terms of the Further Comeptition

# INTRODUCTION

## These Terms of the Further Competition regulate the conduct of the Potential Provider and the Authority throughout the Further Competition. These terms also grant the Authority specific rights and limit its liability.

## In these Terms of the Further Competition any reference to 'person' includes, but is not limited to, any person, firm, body or association, corporate or incorporate.

# CONDUCT

1. The Potential Provider agrees to abide by these Terms of the Further Competition and any instructions given in the Further Competition Invitation and agrees to ensure that any of its staff, contractors, subcontractors, consortium members and advisers involved or connected with the Further Competition abide by the same.

## Contact during the Further Competition exercise and canvassing

1. The Potential Provider must not directly or indirectly canvass any Minister, public sector employee or agent regarding this Further Competition or attempt to procure any information from the same regarding the Further Competition (except where permitted by the Further Competition Invitation). Any attempt to do so may result in the Potential Provider’s disqualification from this Further Competition.

## Collusive Behaviour

### The Potential Provider must not (and shall ensure that its subcontractors, consortium members, advisors or companies within its Group do not):

#### fix or adjust any element of the Tender by agreement or arrangement with any other person;

#### communicate with any person other than the [insert Customer name] the value, price or rates set out in the Tender or information which would enable the precise or approximate value, price or rates to be calculated by any other person;

#### enter into any agreement or arrangement with any other person, so that person refrains from submitting a Tender;

#### share, permit or disclose to another person, access any information relating to the Tender (or another Tender to which it is party) with any other person; or

#### offer or agree to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to the Tender any other Tender or proposed Tender, any act or omission,

except where such prohibited acts are undertaken with persons who are also participants in the Potential Provider’s Tender, such as subcontractors, consortium members, advisors or companies within its group, or where disclosure to such person is made in confidence in order to obtain quotations necessary for the preparation of the Tender or obtain any necessary security.

### If the Potential Provider breaches paragraph 2.2.1, the Authority may (without prejudice to any other criminal or civil remedies available to it) disqualify the Potential Provider from further participation in the Further Competition.

### The Authority may require the Potential Provider to put in place any procedures or undertake any such action(s) that the Authority in its sole discretion considers necessary to prevent or curtail any collusive behaviour.

# COmpliance

1. The Potential Provider agrees that in cases where their Tender is deemed non-complaint when compared with the requirements set out within the Invitation to Tender (e.g. budget, terms and conditions) they will be excluded from the Further Competition.

# RIGHT TO CANCEL OR VARY THE Further Competition

## The Authority reserves the right:

### amend, clarify, add to or withdraw all or any part of the Further Competition Invitation at any time during the Further Competition;

### to vary any timetable or deadlines set out in the Further Competition Invitation;

### not to conclude a contract for some or all of the goods and/or services (as applicable) for which Tenders are invited; and

### cancel all or part of the Further Competition at any stage at any time.

## The Potential Provider accepts and acknowledges that by issuing the Further Competition Invitation, the Authority is not bound to accept a Tender or obliged to conclude a contract with the Potential Provider at all.

# Appendix B – Lot 2 SPECIFICATION

## *[Below are some headings that you may wish to consider for inclusion. Please remember to tailor the specification to your brokerage and not your insurance requirements. Please delete any sections that are not relevant to you.]*

# INTRODUCTION AND BACKGROUND TO THE AUTHORITY

## [Customers may wish to provide background information regarding your organisation/department]

# Background to requirement/OVERVIEW of requirement

## [Customers may wish to provide a brief overview of any key information a Potential Provider will need to respond to the Further Competition. This can include relevant information on why the requirement is needed, and other high level information regarding the requirement]

# BROKER SPECIFICATION

## The Authority is seeking the provision of an [insurance broking service] *[please amend to suit your requirements]* for a period of [enter the number of years] years from [enter start date] to [enter end date] with an option to extend for a further [please enter in years any extension period years]. *[A long term agreement can be up to a five year period].*

## All insurance quotations are to be sourced from lot 1 – insurance of the CCS insurance services II framework agreement (RM3731).

## [Please indicate what services you wish the broker to provide. Some examples are included below – please delete as appropriate:

## Insurance administration:

## Placement of insurance;

## Claims reporting;

## Review meetings;

## Payment details;

## Management information requirements;

## Key performance indicators and their measurement;

## Security requirements; and

## Detail any support services that you require.

***[Below is an example of a how a draft specification could be drafted.***

***PLEASE NOTE DO NOT COPY THIS SPECIFICATION WORD FOR WORD AS YOU MAY HAVE DIFFERENT REQUIREMENTS. THE SPECIFICATION WILL NEED TO REFLECT YOUR REQUIREMENTS AND SHOULD BE DRAFTED AS SUCH.***

***Advise on, and assist in the implementation and regular review of a comprehensive Risk Financing Strategy for the Authority including the management of the Insurance Fund(s). This should take account of business activity, risks and risk appetite of the Council.***

* *Produce a risk profile of the Authority*
* *Advice on extent and level of external insurance, self insurance and deductibles*
* *Interpretation and advice on implications of actuary reviews*
* *Analysis to determine required level of funding, future contributions and cash flow implications to the insurance fund(s)*

***Insurance programme design, placement and regular review ensuring a competitive programme in line with the risk financing strategy. This will include the provision of specific advice and support in the tender and renewals process, and individual insurance contracts***

* *Advise and support the tender and renewal process*
* *Assessment of the bids, negotiation and placement of contracts*
* *Review options and advise on the optimal programme including deductibles, aggregate stops, limits of indemnity and sums insured*
* *Advice, guidance and recommendations on reduction of costs.*

***Regularly monitor and report on the performance of all relevant parties to the Council’s insurance programme providing advice for improvement and added value to ensure effective use of resources***

* *Advise on the financial security of insurers*
* *Assess and advise on the claims management process to ensure it operates effectively*
* *Monitor claims reporting and where required assist in claims negotiations*
* *Ensure sufficient underwriting flexibility to respond to a changing environment*
* *Ensure effective administration in place to produce accurate and prompt documentation*
* *Review and advise on the systems in place*

***Provide insurance and related risk management advice regarding specific issues arising in the course of the Authority. Advise on more general changes to legislation, case law, market, etc. and their implications to the Authority.***

* *Timely advice and guidance for different issues / scenarios within the Council*
* *Disseminate changes in legislation, case law and industry standards and the impact to the Council*
* *Provide market intelligence, new products and developments*
* *Identify emerging issues and future considerations*

***Provide a dedicated team of key people with the appropriate skills, experience and qualifications and sufficient capacity to provide the afore mentioned service plus access to more specialist advice when required.***

* *Dedicated team with relevant qualifications with relevant experience*
* *Attend regular contract management meetings with insurers, claims handlers etc.*
* *Respond to queries promptly with appropriate advice and guidance*
* *Attend ad hoc meetings as required drawing in any relevant specialist skills.]*

# LETTER OF APOINTMENT AND CALL OFF CONTRACTS

## *[A copy of the letter of appointment and call off contract can be found in Annex F within the customer guidance document.*

## *Please note you are only able to vary the clauses that are highlighted in yellow and that are square bracketed within the letter of appointment and call off contract]*

## [Please detail any of the clauses within the letter of appointment and call off contract that you wish to vary].

## *[Some key information that needs to be detailed in the lot 2 and lot 3 letter of appointment and call off contract is:*

## *Law – what law you wish the contract to be governed by for example England and Wales, Scotland or Northern Ireland) (page 2, paragraph 6 of the lot 2 and lot 3 letter of appointment and call off contract) and*

## *Data – are you willing to have your data taken outside of the European Economic Area (page 18, paragraph 6.1.2.11 of the lot 2 and lot 3 letter of appointment and call off contract).*

## *The questions below have been drafted so this information can be obtained. Please amend the drafting to reflect your requirements.*

## *You may wish to include the questions below (4.2 and 4.3) within your ITT asking suppliers to confirm this.*

## *The answers to these questions can then be included within the lot 2 and lot 3 letter of appointment and call off contract]*

## The Authority confirms that it is [willing/not willing] *[delete as appropriate]* to have their Personal Data transferred outside the European Economic Area.

## The Authority confirms that the applicable law for this contract shall be [England and Wales / Scotland / Northern Ireland] *[delete as necessary].*

# INSURANCE PORTFOLIO

## The Authority maintains the following insurance portfolio as detailed below.

|  |  |  |
| --- | --- | --- |
| **Insurance** | **Current Insurer** | **Notes** |
| [please detail the class of insurance which you have – examples are provided below] | [please detail who your current insurer is – examples are provided below] | [please include any relevant notes, for example any long term agreements – examples are provided below] |
| *[Public liability]* | *[Insurer A]* | *[We are in a LTA for 3 years which is due to expire 1 July 2015]* |
| *[Motor – Comprehensive]* | *[Insurer B]* | *[n/a]* |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*[You may wish to include how often you wish the broker to tender your insurance programme for example annually and the time of year for example*

*We require our insurance to be tendered annually on the 1 April].*

# Appendix C – Further Competition Questionnaire

# introduction

## Appendix C sets out the questions that will be evaluated as part of this Further Competition.

## The following information has been provided in relation to each question (where applicable):

### Weighting – highlights the relative importance of the question;

### Guidance – sets out information for the Potential Provider to consider when preparing a response; and

### Marking Scheme – details the marks available to evaluators during evaluation.

# DOCUMENT COMPLETION

## Potential Providers **must** provide a response to every question in the blue shaded boxes. All responses must be in Arial font, no less than size 11.

## Potential Providers **must not** alter / amend the document in any way.

## Potential Providers **must not** submit any additional information with your Tender other than that specifically requested in this document or [Appendix B – Service Description.] *[Please include any other relevant documents that you wish the Potential Provider to attach to there response.]*

# RESPONSE TEMPLATE

|  |  |  |
| --- | --- | --- |
| **[1]** | **COMPANY INFORMATION** | |
| [1.1] | Please state your full company name |  |

|  |  |  |
| --- | --- | --- |
| **[2]** | **POTENTIAL PROVIDER CONTACT** | |
| [2.1] | Please state the contact’s name |  |
| [2.2] | Please state the contact’s telephone number |  |
| [2.3] | Please state the contact’s e-mail address |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **[3]** | **PASS/FAIL QUESTIONS** | | **Pass/Fail** | |
| **Please Note:** The following question[s] is a Pass / Fail question, therefore if a Potential Provider cannot or is unwilling to answer ‘Yes’, their Tender will be deemed non-compliant and they will be unable to be considered for this requirement. The Potential Provider should confirm by deleting the inappropriate answer.  *[Please delete this section if you do not wish to include any pass/fail questions. If this section is deleted you will need to amend the numbering in the subsequent questions below.]* | | | | |
| [3.1] | [Insert any pass/fail questions relevant to your requirement]. | Yes | | No |

|  |  |  |  |
| --- | --- | --- | --- |
| **[4]** | **Quality Question – this template can be used for as many quality questions you require** | | **Weighting [insert weighting]%** |
| **Guidance:** | | | |
| [Please insert guidance to the question that will help Potential Providers understand exactly what is being requested.] | | | |
| **Question:** | | | |
| [Please insert your question] | | | |
| **Maximum [xx] words** | | | |
| **Marking Scheme:** | | | |
| The following marking scheme will be used to assess the response provided to this question: | | | |
|  | | [Insert marking criteria] | |
|  | | [Insert marking criteria] | |
|  | | [Insert marking criteria] | |
|  | | [Insert marking criteria] | |

|  |  |  |  |
| --- | --- | --- | --- |
| **[5]** | **PRICE** | **Weighting [insert weighting]%** | |
| **Guidance:** | | | |
| [Please insert guidance to the question that will help Potential Providers understand exactly what they are pricing for, (i.e. is it a fixed price for a set piece of work, an hourly rate, a day rate, etc)]  All prices shall be in GBP and exclusive of VAT. | | | |
| **Question:** | | | |
| [Please insert your question] | | | £ |
| **Marking Scheme:** | | | |
| The maximum mark available for Price will be [insert weighting]. This mark will be awarded to the lowest priced Potential Provider. Remaining Potential Providers will receive a mark out of this maximum mark on a pro rata basis dependent on how far they deviate from the lowest price.  The calculation that will be used to determine marks is as follows:  Score = Lowest Tender Price     x  [X] (maximum mark available)  Tender Price  [Customers should note that this is only one example of how price can be marked. Customers should determine the most appropriate pricing marking scheme based on their specific requirement. If using this pricing mechanism, there is a template evaluation spreadsheet included within the Customer Guidance.] | | | |