

# **Procurement Guidance**

## **Procedure and Guidance for Internal use only**

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## 1. PURCHASING REQUIREMENT IDENTIFIED

**This guide is written to cover procurements under £30,000.**

The Board Branch identifies a purchasing requirement and an adequate budget available to pay for the required goods or service. All capital expenditure must be supported by a Business Case and submitted to a member of SMT for approval. Where the procurement cost exceeds the Board's delegated limits, the business case must be sent to DoJ for approval (i.e. greater than £100k but less than £500k) and subsequently to DFP for approval if costs exceed £500k. **In all cases, the procurement exercise must not commence prior to approval.** The Chief Executive must be made aware of all capital expenditure requirements. In addition, the Head of Branch must ensure approvals are in place in accordance with Board Policy. Relevant levels of approval at Board official level are attached at Annex 1 and delegated limits between the Department of Justice and the Policing Board at Annex 10.

Business Case templates can be found at the Boards Procurement Section on TRIM.

If the value of the contract is estimated to be up to £30,000, Board staff may carry out the procurement exercise, without Central Procurement Directorate (CPD) running the complete process. However, CPD can be consulted at the start of the process and will provide advice and guidance.

Where the value of the contract is £30,000 and above, CPD must always be consulted at the start of the process, as they will facilitate the procurement process. CPD should be consulted as early as possible to assist in work scheduling and identifying procurement options.

All the key stages of the procurement process documented in this section of the policy should be carried out by Board officials where they decide to undertake procurement with a whole life cost not exceeding £30,000 or in conjunction with CPD for those over £30,000.

Procurement of external consultants, other than those of a very low value, must be procured through CPD. It is DFP policy that all consultancy procurements over £10,000 should have a full but proportionate business case, see Annex 11. The definition of what constitutes external consultancy, a business case template and full guidance is contained in TRIM record number 143463 and must be consulted by Board officials before contacting CPD in relation to consultants.

A situation where consultancy is provided internally, or 'in-house', and focuses upon other parts of the same organisation, or where one business unit provides services to another business unit is not considered as external consultancy, e.g. NISRA, personnel from other police forces, Internal Audit or HM Treasury. Where internal consultancy is used it is good practice to document that value for money has been obtained. Where this type of service is required Board officials should set up an Interdepartmental arrangement which specifies the requirements/timeframes etc, as agreed by both parties.

Contractors who are successful in being awarded a contract and who will have access to Policing Board Members, Officials and the building must be security cleared to Counter Terrorist Check (CTC) level (reference should be made to the Board's security

policy at Annex 13). Because of the length of time it can take, security clearance should be considered early in the procurement process and be built in to the timetable for a start date for the contractor. Annex 15 must be completed and filed with other procurement documentation.

The successful Contractor must effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such insurance shall be maintained for the duration of the Contract Period and for a reasonable period following the expiration or earlier termination of the Contract.

## **2. PROCUREMENT METHOD**

The value of the proposed goods/service will normally determine the procurement route. The current Procurement Control Levels (PCLs) are shown below.

Up to £1,500	2 written quotations
£1,500 - £10,000	4 selected tenders
£10,000 - £30,000	5 selected tenders
£30,000 – EU Threshold	Full tender action, publicly advertised. The tender should be instigated in line with CPD Policy
Equal to and above EU Threshold	European Procurement Rules apply. The tender should be instigated with advertisements in the European Journal, which will be carried out by CPD

These PCLs are recommended as the optimum level required ensuring that the transaction cost of procurement procedures is efficient, whilst maintaining a sufficient level of supplier sourcing to achieve value for money through competition.

In determining overall value, the period of contract should be multiplied by the anticipated cost per annum, e.g. if a 3 year contract is appropriate with an annual expenditure of £15,000 per annum, total contract value would be £45,000 and therefore would require public advertising under current PCLs. If potential options to extend the contract beyond the 3 year period are included, the optional periods also need to be added to the initial contract period to determine the value of the overall contract.

The specific tendering procedure chosen must take into account whether the particular goods or service is subject to the EU Procurement Directives. CPD will advise on the appropriate options that are available.

CPD will be able to advise if current Framework Arrangements/Contracts are available for the Board to use without the need for formal advertising. Depending on the framework, a competition may be necessary between the companies appointed to a framework category. CPD will advise on the protocol appropriate to the framework.

If the use of a framework enables a specifically identified user to draw off the framework without the need for further competition, then CPD will not need to be involved any further. However, expenditure against the framework should be reported to CPD and included on reports for record purposes.

In all cases competition/allocation through Framework Agreements must be based on demonstrable fairness and documentary evidence of such retained.

### **3. TYPE OF PROCUREMENT - SINGLE TENDER ACTION (STA)**

Procurement of goods and services should normally be through competition to permit suppliers the opportunity to compete for business with the Board.

The Chief Executive is responsible for determining the circumstances in which contracts may be awarded without competition, subject to legal requirements and the Northern Ireland Executive's policy on securing best value for money for quality services.

Only in exceptional circumstances, where there are substantive and defensible reasons for so doing, should single tender actions be entered into.

#### **Shortage of time is not adequate justification for an STA.**

Possible examples where STA may be appropriate are:

- Technical necessity due to compatibility;
- Monopolistic supply situation, e.g. BOC for gas cylinders;
- Health and Safety;
- Security reasons.

Approval to implement an STA should be recommended in writing by the Head of Branch and authorised by their Director or Deputy Chief Executive.

Requests for authorisation of STAs must be submitted in the format set out in Annex 3 as attached. The STA request should include a clear business case setting out the rationale for the STA and ensuring the provision of quality value for money is being achieved. The business case should be reviewed by the Director or Deputy Chief Executive prior to submitting to the Chief Executive.

All Branches undertaking an STA must seek an assurance from CPD to provide assurance for the Departmental Accounting Officer that the use of single tender action is legitimate in a particular case and this assurance must be included with a business case for the STA for Chief Executive approval.

All staff involved in preparing the business case, and those involved in the approval process must declare they have no conflict of interest with the proposed supplier (see Annex 4). Forms should be completed by the requestor, Head of Branch/Director, Deputy Chief Executive and Chief Executive.

All STAs must be authorised by the Chief Executive.

Following authorisation by the Chief Executive, a copy of the Departmental Accounting Officer's approval, business case, legal assurance and conflict of interest forms must be sent to Finance Branch for monitoring and audit purposes.

For consultancy contracts, there is a requirement that any decision not to competitively tender must have Accounting Officer approval, and, if material, be reported to the Department of Justice Audit Committee.

DFP monitors the use of such STAs by Departments through the consultancy annual returns.

#### **4. TYPE OF PROCUREMENT - SELECT LISTS**

There may be occasions where a particular good or service must be sourced from companies specified by the Home Office or other designated Government approval body. If only one company has been specified/ approved then the procedure for Single Tender Action should be followed. If the Home Office/Government Approval Body has specified a number of approved providers, then the appropriate protocol of the framework should be followed, generally a secondary competition between all providers on the framework. If the estimated value would exceed the thresholds where advertising would normally take place, then approval should be authorised by the Chief Executive before proceeding to competition involving the 'select list'.

In all cases CPD should be consulted before initiating this type of process to ensure the process and contract is compliant with NI and UK Public Sector Regulations.

#### **5. TYPE OF PROCUREMENT - INVITATION TO TENDER OPEN / RESTRICTED**

The relevant Branch within the Board is responsible for compiling a technical specification or terms of reference for the particular requirement to be included with the Terms and Conditions of Contract at Annex 20.

A sample invitation letter to tender can be found at Annex 16 along with a template Instructions to Tenderers at Annex 17, **which requires tailoring to specific needs.**

The time for a supplier to respond to a particular invitation to tender will be determined by the complexity of the requirement and be sufficient for a supplier to provide a comprehensive and accurate response.

Sufficient time should be given to enable potential suppliers to research the requirement and encourage competition. For procurements under £30,000 the average time provided for suppliers to respond is three weeks. A shorter time period may be sufficient for more simple and straightforward procurements.

If any queries are raised by tenderers following receipt of tender documentation, then responses will be issued by Board Officials to all those tendering.

#### **6. NOMINATION OF TENDER EVALUATION PANEL MEMBERS**

CPD recommends that for procurements under £30,000 there should be a minimum of two members on the Evaluation Panel but preferably three.

Individual Panel Members may be representative of both the business and operational interests of the Board. It is particularly beneficial if panel members are responsible for the management and monitoring of the particular goods/services being procured or are a knowledgeable user of the goods or services. The panel may also include an independent representative outside the Board if additional technical assistance or added assurance is deemed necessary.

It is the responsibility of the Head of Branch (to be endorsed by the relevant Director or Chief Executive) to determine and ensure that the proposed panel members are suitably competent and do not have a personal or business interest in the tender. There is a requirement for all members of the panel to sign off parts A and B of Annex 4<sup>1</sup> to confirm that they have no conflict of interest

The initiator of the procurement process should chair the panel.

## 7. TENDER EVALUATION METHODOLOGY

The purpose of the evaluation criteria is to enable transparent, effective and objective evaluation of the tenders submitted.

Under current EU Procurement Regulations there are two main methods accepted for evaluation purposes, ie either lowest price or the most economically advantageous tender (MEAT)<sup>2</sup>. The lowest price method is only recommended where the characteristics of the (normally goods) requirement cannot be differentiated and the only necessary factor to consider is price/cost.

The evaluation method that will normally be used is the most economically advantageous – in other words the factors that take into account "the whole life costs" in providing a particular good or service to provide best value for money. Best value for money is defined as 'the optimum combination of whole life costs and benefits to meet the customer's requirements'.

The evaluation criteria and weightings require careful consideration in order that the weightings selected reflect the key aspects of a particular good or service. These will vary per requirement and will be the responsibility of the Board Evaluation Panel to agree. **The evaluation criteria should be included at point 12 within the instructions to Tenderers at Annex 17.**

## 8. COMMUNICATION DURING THE TENDER PROCESS

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<sup>1</sup> Further information and guidance on Procedures and Principles for Evaluation of tenders can be found in CPD Policy Note 02/09 [http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-customers/content\\_-\\_cpd\\_-\\_policy\\_-\\_procurement\\_guidance\\_notes/content\\_-\\_cpd\\_procurement\\_guidance\\_notes\\_pgn\\_02\\_09.htm](http://www.dfpni.gov.uk/index/procurement-2/cpd/cpd-customers/content_-_cpd_-_policy_-_procurement_guidance_notes/content_-_cpd_procurement_guidance_notes_pgn_02_09.htm)

<sup>2</sup> In using the MEAT approach, a contracting authority shall use criteria linked to the subject matter of the contract to determine that an offer is the most economically advantageous including quality, price, technical merit, aesthetic and functional characteristics, environmental characteristics, running costs, cost effectiveness, after sales service, technical assistance, delivery date and delivery period and period of completion.

During the tender process all communication with tenderers should be directed through a single named source, who should not be part of the Evaluation Panel, where possible.

Tenderers requiring clarification or further information regarding the technical specification or terms of reference should forward their request in writing to the Chair of the Panel. The Board Official will then distribute a copy of the enquiry and the written reply to all prospective respondents again in writing to ensure transparency and equality of information, with anonymity of the source of the enquiry preserved.

Board staff should only meet with tenderers during the tender process under the following circumstances:

- Clarification meetings as part of the tender process;
- Question and Answer sessions to which all tenderers have been invited;
- Tenderers' inspection of site/equipment in order to cost for a service.

Panel members should always be represented at these meetings and care should be taken not to disclose information that would give any tenderer an unfair advantage.

## **9. RECEIPT OF TENDERS**

In procurements under £30,000, when there is no CPD involvement, the Chair of the evaluation panel will arrange a Tender Opening Panel, which can be made up of the members of the evaluation panel (although it is better if both panels are independent of each other). As we are now progressing to both issuing and receiving tenders electronically, the need for a Tender Opening Panel will reduce over time.

Completed hard copy tenders including secondary competitions off Framework Agreements will be received at Waterside Tower and held securely until the competition closing deadline. After this deadline, all tenders received before the deadline will be opened by a 'Tender Opening Panel' in Waterside Tower (see Annex 7). An Action Sheet will be completed by the Panel, recording that each tenderer has completed the key documents.

### **Tenders Received Late**

Where a tender is received after the closing time it must:

- Not be opened;
- Evidence of late receipt is filed securely in case supplier queries at a later stage;
- Recorded on the action sheet upon receipt as late.

The Action Sheets are signed by all members of the Tender Opening Panel and are held by the evaluation panel chair, along with the tenders.

The Panel Chair will then issue the tenders and the agreed scoring matrix to the rest of the evaluation panel to enable each individual Panel member to assess each tender against the pre-determined evaluation criteria.

It is the responsibility of the tenderer to ensure the tender is received on time, regardless of the method of submission.

Where the Board official wishes to receive tenders by e-mail the following procedures should be followed:

- A person separate from the procurement process should be designated as a post box, i.e. to send and receive tenders;
- E-mail submissions should be easily identifiable and not opened before the closing deadline;
- Any correspondence received regarding queries should be addressed to the Board's procurement mail box, appropriately identifiable and forwarded to officials as soon as possible;
- Following the deadline all tenders should be forwarded to the lead official undertaking the procurement exercise;
- Copies of the receipt e-mail should be filed on TRIM for audit purposes;
- All tenderers will receive an automatic e-mail confirming receipt of their documents.

## **10. EVALUATION OF TENDERS**

Evaluation of tenders must be carried out by a suitably competent team. It will be for Board officials to select the team and judge its competence. The role and responsibilities of the Chairperson and the evaluation panel members is attached at Annex 8. Where a member of the Evaluation Panel is not a Board official, they must enter into a confidentiality agreement where such action is deemed necessary. An example of an agreement is attached at Annex 9.

There are a number of evaluation models that may be appropriate to the particular procurement. A sample model has been included at Annex 18 which can be tailored to specific requirements. The procedures for the evaluation and award of contracts will be open and transparent and ensure the minimum specified requirements are met and the successful supplier provides the best overall value for money solution.

Following the receipt of tenders, the Panel Chairperson will issue the tenders and the agreed scoring matrix to the Evaluation Panel to enable each individual Panel member to assess each tender against the predetermined evaluation criteria.

The Evaluation Panel will then meet collectively to agree and record a score on the evaluation matrix for each individual tender. Objective comments which reflect and justify the score should also be recorded.

## **11. SELECTION OF SUCCESSFUL SUPPLIER AND AWARD OF CONTRACT**

After all individual tenders have been assessed collectively by the Evaluation Panel; the successful tenderer will be the tender which has the highest overall score. Each scoring matrix must be signed by each member of the Evaluation Panel.

The Chairperson of the Panel will check calculations and totals on evaluation sheets to ensure they are correct.

Following the conclusion of the evaluation, the Chairperson will compile a written Evaluation Report of the tendering process and circulate to all members of the Evaluation Panel for their comment/approval. The Evaluation Report is a key document and it is important that it is signed off and agreed by all Panel members in a timely basis.

Where there is a significant price differential the Evaluation Panel should make explicit reference to their consideration of value for money in the Evaluation Report to explain how they came to their overall decision.

Where a tender does not meet the required standard for one or more of the selection or mandatory criteria, consideration should be given as to whether or not the tender should be accepted. The reasons for rejecting the tender under such circumstances should be clearly documented in the Evaluation Report.

Following the approval of the Panel it will be presented for consideration and approval by the Board Head of Directorate, and/or as appropriate Chief Executive and Deputy Chief Executive in accordance with the Procurement Contract approval levels in Annex 1.

A draft contract award letter for issue to the successful supplier is attached at Annex 19. This award letter should be subject to Line Manager approval before issue.

## **12. UNSUCCESSFUL SUPPLIERS**

Unsuccessful Suppliers should be notified in writing of the outcome of a competition at the same time the Award Letter is sent out.

Debriefing should be written and only after seeking advice from CPD should any other form be considered. Evidence to this affect must be placed on file.

Included within the letter of regret should be;

- The tenderers evaluation marking frame;
- Tenderers score;
- Winning tenderers score by category;
- Name of winning tenderer.

This is sufficient for debriefing purposes; it is not advisable to speak directly to Suppliers at this stage. You have provided all the information collated and agreed by the evaluation panel and there is no further information available to give Suppliers.

Seek advice from CPD should any other matter arise.

## **13. CONTRACT MANAGEMENT**

Although contract management takes place following contract award, the nature of management of the contract should be considered at an early stage. Future contract monitoring and management arrangements must be included in the terms of reference in the Invitation to Tender.

The scale of contract management should be proportionate to the value and complexity of the contract involved. Please refer to Section 17, Financial Monitoring of Contracts.

The management may involve a combination of informal and formal communication between the Board and supplier. Appropriate mechanisms must be in place to ensure that the Board and supplier meet their obligations under the contract and that services are performed to an acceptable standard.

Any issues that are proving problematic to resolve should be referred to CPD for advice and action as required. Larger more complex contracts will require a formal periodic review.

The criteria for selecting contracts to be subject to formal Board /supplier performance monitoring meetings should be considered at the outset of the procurement process, arrangements recorded in the Initiation Document and revisited during ongoing contract reviews and should include:

- Business Critical;
- Financial Value;
- New Suppliers;
- Outsourced Services.

A template to be followed during the reviews is shown in Annex 5.

Branch staff involved in the Board/supplier contract monitoring process should be able to provide feedback on performance and be given the opportunity to influence future Board/supplier relations.

## **14. CONTRACT EXTENSIONS**

If a contract has options to extend for a set period, any approval to extend the contract must be in line with Board contract approval levels listed in Annex 1 and a contract extension approval form must be completed and placed on file (see Annex 14).

The contract owner will issue the offer to extend the contract and record the documents and approvals on file.

There should be no extensions beyond the terms of a contract as this would constitute an illegal direct award/STA. If this situation were to occur then the guidance on STA's must be followed.

If there is a recurrent procurement it should be scheduled well in advance so that a new competitive procurement can be completed and a new contract is place in time to commence from the expiry of the old contract.

## 15. THE SUB-CONTRACT OF PROCUREMENT BY BOARD CONTRACTORS

Where the Board has contracts in place with a contractor which transfers the responsibility and risk for procurement to them, it will be the contractor's responsibility to ensure that their procurement process follows the appropriate Government and European Guidelines.

## 16. CONTRACT AMENDMENTS

Individuals and/or Branches are required to maintain sufficient records to ensure all contract expenditure is within the contracted value on an on-going basis for individual contracts. Please refer to Section 17, Financial Monitoring of Contracts.

Any change to the original contract will normally involve the generation of a Variation to Contract/Change Control document.

Such variations should not be beyond the scope and value of the original contract. Any anticipated contract variation to contract/order value must be advised to CPD to ensure that it is compliant with procurement regulations and does not constitute a material change.<sup>3</sup> A copy of this form has been included at Appendix A of the Terms and Conditions at Annex 20.

Consultation with the Branch will assess if the variations are of such value as to significantly alter the existing Procurement specification and scope of original contract.

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- <sup>3</sup> Under the procurement regulations, the Public Contracts Regulations 2006 and the Remedies Directive effective December 2009 and in light of recent case law (in particular the Pressetext case), you cannot use an existing contract for new business unless this business was included in the scope of the original contract.

In its judgment on the Pressetext case, the ECJ stated the following key principle:

*"In order to ensure transparency of procedures and equal treatment of tenderers, amendments to provisions of a public contract during the currency of the contract constitute a new award of a contract ... when they are materially different in character from the original contract and, therefore, are such as to demonstrate the intention of the parties to renegotiate the essential terms of that contract".*

The Court added that for this purpose an amendment to a public contract may be regarded as 'material' when:

- it introduces conditions which, had they been part of the initial award procedure, would have allowed for the admission of tenderers other than those initially admitted, or would have allowed for the acceptance of a tender other than the one initially accepted
- it extends the scope of the contract considerably to encompass services not initially covered
- it changes the economic balance of the contract in favour of the contractor in a manner which was not provided for in the terms of the initial contract

Approval for these variation/change controls must be in line with any current Board contract delegation levels, listed in Annex 1.

## **17. FINANCIAL MONITORING OF CONTRACTS**

There is a requirement on the Board to monitor and control spend against all revenue and capital contracts awarded irrespective of the size of contract.

All Board contracts will be monitored individually utilising the formal coding structures within the General Ledger. Any member of staff requiring clarification on coding structures and their use should contact Finance Branch.

Management of Contracts and associated expenditure within the Board is by Director and Head of Branch. They are responsible under devolved budgeting arrangements to monitor and manage spend within their areas of responsibility.

Directors and Head of Branches are required to maintain locally, sufficient records to ensure all contract expenditure is within the contractual value on an ongoing basis. This may require records being maintained and expenditure analysed that cross one or more financial years.

All accountable staff, monitoring and controlling contracts should be aware that formal prior approval is required (within delegated limits), in advance of expenditure being incurred above the agreed contract value. Section 16 above, sets out how to extend or review a contract, where a variation or probable variation is identified.

## **18. RECORD MANAGEMENT**

### **File Structure**

It is important that the authorisation (sign-off) points in the key stages of the procurement process as noted on page 14 are clearly recorded and retained on file. For ease of reference, these key points should be 'tabbed' and easily located on file. A suitable index should be inserted in the file, listing the reference locations of these key points.

### **Tender Submissions**

The Board will retain 'original' copies of all tenders/quotations received. Following Award of Contract, the winning tender will be retained with the contract file. Unsuccessful tender submissions will be stored separately. The period for retention of both successful and unsuccessful tender submissions will be in accordance with the Board's Document Retention Policy.

### **File Review**

Contract files will be subject to periodic review during the life cycle of procurement to ensure compliance at all stages, enabling any issues identified to be addressed accordingly.

The primary purpose of these reviews will be to ensure that the key stages of the Procurement Process have been adhered to and properly applied.

File reviews for contracts under £30k where CPD have not been involved in the procurement process will be carried out by Finance Branch.

### **Contract Register**

The board holds a Contracts Register which is held in Finance Branch. This register includes all current live contracts the board has awarded. Any new contracts should be included on the Contracts Register by the relevant Branch Head when the contract has been awarded.

**PROCUREMENT CONTRACT APPROVAL LEVELS**

**Financial Delegation Limits**

Chief Executive (Grade 3)	up to	£1,000,000
Deputy Chief Executive	up to	£100,000
Principal Officer (Grade 7)	up to	£50,000
Deputy Principal (DP)	up to	£25,000

BOARD PROCUREMENT PROJECT INITIATION DOCUMENT

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**Title:** [ ]

Ref: project\_ [ ]

<b>Contents</b>	
<b>Section A</b>	Official's Roles and Responsibilities
<b>Section B</b>	Procurement Timetable
<b>Section C</b>	Criteria, Weightings and Evaluation Panel Form
<b>Section D</b>	Note to Evaluation Panel Members
<b>Section E</b>	Conflict of Interest and Confidentiality Agreement

## **Project Initiation Document – Section A**

### **The Board officials will be expected to:**

- Ensure that the appropriate “Business Case Approval” has been obtained in line with relevant Departmental Finance Bulletins;
- Develop the specification of requirements and ensure it meets departmental personnel vetting requirements, addresses health and safety and environmental and social considerations where necessary;
- Agree tender evaluation criteria and weightings;
- Agree tender documentation;
- Nominate a tender evaluation panel with the necessary skills and experience who will evaluate all aspects of the tenders. The evaluation panel will attend presentations/site visits/clarification meetings if required. The evaluation panel must confirm that no conflict of interest exists by completing a “Conflict of Interest” declaration and agree to abide by the conditions set out in the undertaking of confidentiality;
- Manage the day to day running of the contract and investigate/resolve any problems during the life of the contract.
- Review the contract at regular and appropriate intervals to discuss the performance of the parties to the contract.
- Update the Contracts Register and Finance Branch of any changes to the original contract.
- Ensure that all staff and external advisers involved in the awarding of this contract are instructed in their roles and responsibilities and are aware of the code of conduct to be applied during this procurement process.
- Provide responses to any post award challenges or queries in relation to this contract.
- The Chairperson of the Evaluation Panel is responsible for assessing any declared conflict of interest statements to establish and confirm if the declaration constitutes a conflict of interest for this contract.

## Project Initiation Document – Section B

### TIMETABLE

	<b>LATEST DATE</b>	<b>NOTES</b>
Complete Tender Initiation documentation	<b>[ ]</b>	
Draft specification document	<b>[ ]</b>	
Issue of tender documents to tenderers	<b>[ ]</b>	
Closing date for return of Tenders	3pm on <b>[ ]</b>	
Issue of Tenders to Evaluation Panel members	<b>[ ]</b>	
Evaluation Panel members to read and assess tenders	W/C <b>[ ]</b>	
Clarifications	W/C <b>[ ]</b>	
Evaluation Panel to meet	W/C <b>[ ]</b>	
Issue Award and Regret Letters	<b>[ ]</b>	
Contract commence/test run etc.	<b>[ ]</b>	
Initial review date	<b>[ ]</b>	

**Project Initiation Document – Section C**

**BUDGET / AWARD CRITERIA / WEIGHTINGS / PANEL**

**Budget**

I confirm that there is adequate budget available to meet the requirements of this contract.

**Award Criteria**

[ ]

The evaluation will be based on:

[ ]

Proposed date for evaluation of tenders: [ ]

Proposed venue for evaluation of tenders: [ ]

**EVALUATION PANEL**

Please list the names of the officers you would like included on the panel.

	<b>Name</b>	<b>Reason for selection</b>
<b>1. Chairperson</b>		
2. Panel Member		
3. Panel Member		
4. Panel Member		
5. Panel Member		

<b>Requirement:</b>	✓
Roles and Responsibilities understood and agreed	
Timetable agreed	
Evaluation criteria and weightings agreed	

**Signed**

**Printed**

DP:		
Director:		
Date:		

## Project Initiation Document – Section D

### NOTE TO EVALUATION PANEL MEMBERS

*Please find enclosed relevant information to aid the Evaluation Panel scheduled to meet on [ DATE ] at [ TIME ] in [ LOCATION ]. Please note that all Evaluation Panel Members must complete individual marking frames for each tender offer received (including scores and comments) for the Evaluation Meeting to continue. Full guidelines on the tender evaluation process are detailed in the CPD Guidance Note 02/09: [Procedures and Principles for the Evaluation of Tenders](#)*

You will be required to complete the Conflict of Interest statement, Part A of this document before participating in this evaluation. The deadline for return of submissions in this competition is 3.00pm on [ DATE ]. You will receive details of the companies who return proposals after this date and you will be required to complete a further Conflict of Interest and Undertaking of Confidentiality declaration at Part B of this document.

Individual Recording of Tender Scores and Comments - Evaluation panel members must individually evaluate and record their scores with appropriate commentary to substantiate these scores on the Evaluation Marking Frame. Each marking frame must be signed and dated on completion. These records will provide an audit trail leading up to the decision to award a contract and form the basis of any debrief or response to legal challenge and will assist in the provision of additional information to unsuccessful Tenderers.

Evaluation Panel Meeting - The evaluation panel will convene on [DATE] to complete a moderation exercise. This will involve reviewing the scores allocated by individual evaluators and considering the evidence presented in the tenders to ensure consistency in the evaluation. Significant variations in scoring will be highlighted by the Chairperson and these issues together with any areas of contention put forward by members of the evaluation panel will be discussed. The Chairperson must ensure a formal record of the discussions and decisions taken at this meeting is fully documented.

Following the evaluation of all proposals, the submission judged and agreed by the Panel to represent best value for money will be the tender that receives the highest overall score. Panel members will be required to sign their own individual evaluation matrix as well as the Moderated Marking Frame. All signed marking frames will be stored with other relevant documentation for audit purposes.

## Project Initiation Document – Section E

### CONFLICT OF INTEREST & CONFIDENTIALITY AGREEMENT

The Board is committed to protecting the integrity of its procurement process and protecting those involved in the Procurement Process by ensuring that no conflict of interest exists and that all information relating to the contracting process is treated as confidential. With that in mind:

#### Conflict of Interest

Any member of a “Tender Evaluation Panel or Project Board” should not have any Conflict of Interest (personal or monetary) in the tender that he/she has been asked to evaluate.

Any member of a “Tender Evaluation Panel or Project Board” who declares a Conflict of Interest and is assessed by the Chairperson as having a Conflict of Interest in a particular tender will NOT be permitted to be involved with that tender.

Please note that tender documentation will not be released to the panel until completion and return of the declaration confirming that NO conflict of interest exists.

The names of the service providers who have returned documents will be provided to the Evaluation Panel Members prior to completion of, Part B of the conflict of interest document. Please read carefully.

#### Confidentiality Undertaking

The following confirms the terms and conditions pursuant to which the Board will release tender documents. This confidentiality undertaking must be signed by all evaluation panel members before tender documentation is released.

In consideration of the release by the Awarding Authority of the Confidential Information and Intellectual Property as set out below, the Evaluator undertakes and agrees with the Authority as follows:

This undertaking is binding upon the Evaluator.

1. This undertaking extends to all information of whatsoever nature in whatsoever form relating to **[enter contract name]**, obtained from any source, including without limitation the tender documentation, information received from the Awarding Authority or its appointed advisors, and information obtained as a result of being allowed in or onto any premises associated with the delivery of the project (“Confidential Information and Intellectual Property”). It does not extend to information which, at the time it is obtained, is in the public domain.
2. The Evaluator shall treat all Confidential Information and Intellectual Property as being strictly private and confidential and shall take all steps necessary to prevent it from being disclosed to the public or any third party or coming, by any means, into the possession of any third party.

3. The Evaluator shall use the Confidential Information and Intellectual Property solely for the purpose of evaluating the tenders for the **[enter contract name]** project.
4. The Evaluator shall not use or disclose or permit the disclosure by any person of any of the Confidential Information and Intellectual Property for the benefit of any third party.
5. The Evaluator shall keep all materials containing Confidential Information and Intellectual Property in a secure place and ensure their destruction immediately the evaluation has been concluded or upon the request of the Awarding Authority.
6. No failure or delay by the Awarding Authority in exercising any right or power or privilege available to the Awarding Authority shall be deemed to be a waiver nor shall any single or partial exercise of any such right or power or privilege preclude any further exercise or the exercise of any such rights or power or privilege.
7. The agreement formed by the acceptance of this letter shall be governed by and constructed in all respects in accordance with the law of Northern Ireland, and each hereby submits to the exclusive jurisdiction of the courts of Northern Ireland in relation to all matters pertaining to or arising from this Agreement.

The declaration at Part A of the Conflict of Interest document, must be read and signed by all Evaluation Panel Members before a decision is made as to whether or not he/she may be part of the panel. Part B of the Conflict of Interest document must be completed after the potential Panel Member has been informed of the tenders to be evaluated. A hard copy of declarations must be returned to the Chairperson of the panel to be filed for audit purposes.

**REQUEST FOR AUTHORISATION OF A SINGLE TENDER ACTION  
PROCUREMENT**

**Request Initiated by:**

**Grade :**

**Title of STA:**

**Nature of STA:**

**Background to requirement:**

**Summary of request:**

**Value of STA to be approved:**

### **Justification for STA:**

Some or all of the following conditions on Single Tender Action (STA) must be met. The following guidelines are provided to assist in the STA justification.

Please answer yes or no to the following questions and delete as appropriate.

- |    |  |        |
|----|--|--------|
| 1. | Is there a technical necessity due to compatibility?     | Yes/No |
| 2. | Is there a monopolistic supply situation?                | Yes/No |
| 3. | Are there Health and Safety reasons for a STA?           | Yes/No |
| 4. | Is the STA necessary because of security considerations? | Yes/No |

Please elaborate below on the reasons to which yes was the answer, detailing the exceptional circumstances in each cases. Any further justification should also be given in this section.

### **STA BUSINESS CASE**

Neither the person preparing the Business Case nor the Head of Branch nor the relevant Director nor the Chief Executive/Deputy Chief has any conflict of interest with the proposed supplier.

Requestor:

---

Signature	Name	Date
-----------	------	------

Recommended by relevant Director

---

Signature	Name	Date
-----------	------	------

Recommended by Chief Executive

---

Signature	Name	Date
-----------	------	------

**CONFLICT OF INTEREST STATEMENT**

**Contract Title:** \_\_\_\_\_

**Date of Evaluation:** \_\_\_\_\_

**Panel Member:** \_\_\_\_\_

**Part A**

Project Board Members must carefully read the statements at (i) and (ii) below and delete the statement that does **NOT** apply.

- i. I hereby declare that **I do not have** an external personal or monetary interest in the tender referred to above.
  
- ii. I hereby declare that **I have** an external personal or monetary interest in the subject matter of the tender referred to above.

**Signed:**

**Printed:**

**Date:**

**Part B**

**Responses were received from the following Suppliers:**

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**Declaration to be completed by the Panel Member**

I hereby declare that having read the list of tenderers to be evaluated I have/do not have\* an interest in any of the above service providers including any commercial, management or personal interest.

I hereby declare that having read the list of tenderers to be evaluated I have/do not have\* a personal relationship or friendship with Directors, Management or Employees of the above service providers.

I hereby declare to abide by the conditions of confidentiality undertaking set out at part B

***\*Delete as appropriate***

Details of any interest or relationship should be detailed in the section below:

**Declared Interests**

**Signed:**

**Printed:**

**Date:**

## BOARD/SUPPLIER PERFORMANCE MONITORING AGENDA

Heading	Issue
Service Delivery	Has the service been delivered to the level specified? Has the contractor's performance been in line with expectations and targets?
Service Quality	Has the quality of service been to the level specified? Have any complaints been received about the contractor's service? Have any issues arisen in relation to compliance with legislation, e.g., health and safety, equal opportunities, data protection.
Benefits	Are there clear examples of benefits and positive outcomes for users of the contract?
Contract Compliance	Have there been any issues of non-compliance with the specification or conditions of the contract? Have there been any significant changes in the Board which may impact on this contract? Is insurance up to date and in line with the requirements of the contract?
Organisational Stability	Have there been any significant changes to the organisation, service management structure or contractor's financial situation?
Future Development	Are there opportunities for developments, improvements or cost reductions? Are there any perceived threats to the continuity of the service provision?
Close	Any other business and date of next meeting.

**SAMPLE TENDER SCORING SYSTEM**

**This is a sample. The indicators will need to reflect the complexity of the tender.**

<b>Score</b>	<b>Indicators</b>
0	Failed to address the question / issue.
1	An unacceptable response/answer/solution with serious reservations. Limited detail of the methodology to be applied. High risk that the proposed approach will not be successful.
2	A response/answer/solution with reservations. Lacks convincing detail of the methodology to be applied. Medium risk that the proposed approach will not be successful.
3	Meets Requirements. The response generally meets the Authority's requirements, but lacks sufficient detail to award a higher mark.
4	A good response that meets the Authority's requirements with good supporting evidence. Demonstrates good understanding based on .....
5	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses. Response demonstrates that this Service Provider will provide outstanding goods / services if awarded.

## **GUIDELINES FOR THE OPENING OF PAPER BASED TENDERS**

### **Opening, Handling and Summarising of Tenders**

It is important that the procedures for opening and handling tenders are known by all those involved and are followed closely.

A tender opening panel, typically comprising three people, should be appointed to open and record bids. It is recommended that the following conventions be followed:

- One member should be a senior official;
- One member should be completely independent from the contract; this helps to establish the credibility of the tender opening panel, as impartial;
- Total impartiality is achieved through choosing different tender opening panel members from those on the Tender Evaluation Panel;
- A declaration of conflict of interest should be completed for all members.

To promote propriety, it helps if a member of the opening panel appoints no more than one other member, i.e. chairperson appoints the secretary, and the secretary appoints the third person.

Tenders should be opened in a private area.

It is the responsibility of the senior tender opening panel member to ensure that all members are conversant with tender panel and tender opening procedures and the tender documents.

Tenders should be formally opened by designated members of the tender opening panel.

Tenders shall not be opened until after the closing date and time but are opened as soon as possible after the closing time. The person/s responsible for the receipt and safekeeping of the tenders will bring them to the tender opening panel as soon as the tender due time elapses. A member of the tender opening panel will confirm the number of tenders received and will sign for the receipt.

The date of opening and details of each tender received should be recorded on the appropriate Tender Summary Sheet (project approval form) and, to ensure that no other tenders can be introduced at a later date, the unused portion of the Tender Summary Sheet should be ruled through. The words "NO TENDER" should be inserted opposite the name of any firm which fails to return a tender.

Where a firm has indicated that it will not be tendering, the words "NOT TENDERING" will be inserted on the tender summary sheet before it is issued to the tender opening panel.

Each document in which prices or other information have been entered by the tenderer (but not catalogues or printed trade literature, unless these form part of the tender) should be initialled by all members of the tender opening panel.

### **Qualified Tenders**

Qualified Tenders (i.e. Tenders accompanied by statements that could be construed as rendering the Tender equivocal and/or placing it on a different footing from other Tenders) cannot be accepted in any circumstances.

## **The Role and Responsibilities of the Chairperson and Evaluation Panel Members**

The role of the Chairperson is to:

- ensure panel members are appointed who have the necessary knowledge, skills, competency and availability to carry out the evaluation;
- ensure the award criteria and weightings were agreed before invitations to participate/tender were issued;
- ensure panel members have no conflict of interest at all stages of the procurement process and complete the appropriate conflict of interest declarations/confidentiality agreements;
- ensure all tenders are in the requested format and have been received by the stated deadline. If a tender is not received in the requested format it may be rejected as not compliant. The Centre of Procurement Excellence (CoPE) can advise on this. If a tender is not received by the stated deadline, the tender should be rejected;
- determine, if appropriate, which members of the panel will be responsible for evaluating the various aspects of the tenders;
- determine what training or guidance panel members need to conduct the evaluation and ensure that all panel members have received that training or guidance;
- ensure all evaluation documents, including all evaluation comments, justifications, marks, and amendments are fully documented, signed off and dated by both the panel members and the Chairperson. (This includes all notes made by panel members at any stage of the process e.g. at presentations or site visits);
- ensure all panel members will be available for the duration of the evaluation;
- ensure due cognisance is taken of the professional procurement advice provided by the CoPE;
- be available, if requested, to support with debriefing of unsuccessful tenderers;
- if required, conduct a moderation exercise.

The role of the evaluation panel is to:

- evaluate, in an open, proportionate and transparent manner each tender for evidence of how the tender meets the requirements of the award criteria and determine which tender is the most economically advantageous;
- confirm that they have the necessary, skills, competency and availability to carry out the evaluation;
- confirm that they have no conflict of interest at all stages of the procurement process and submit an appropriate signed declaration to the Chairperson. If a conflict of interest should arise, it should be reported immediately to the Chairperson. If an external panel member has a conflict of interest which is not declared that panel member could be in breach of his Terms of Engagement;
- confirm they have received and understood the required training or guidance;
- be available if requested to support with debriefing of unsuccessful tenderers;
- ensure due cognisance is taken of the professional procurement advice provided by the CoPE; and
- sign off all relevant documentation.

The Panel must also be satisfied that the tenderer has accepted and agreed to perform the contract in compliance with the conditions of contract, including putting in place any pre-contract commitments or requirements.

## Sample Confidentiality Agreement

Dear

### RE: CONFIDENTIALITY UNDERTAKING

The purpose of this letter is to confirm the terms and conditions pursuant to which the [XXXX] (“the Awarding Authority”), on behalf of [XXXX], will release tender documents relating to the [XXXX] project to you [XXXX] (“the Evaluator”). This confidentiality undertaking must be signed by you and be returned to [XXXX], at the above address, no later than **[XXXX] GMT** on [XXXX]. Assuming the confidentiality undertaking is signed and returned by that date, the Awarding Authority will be in a position to release the tender documentation.

In consideration of the release by the Awarding Authority of the Confidential Information as set out below, the Evaluator undertakes and agrees with the Authority as follows:

1. This undertaking is binding upon the Evaluator.
2. This undertaking extends to all information of whatsoever nature in whatsoever form relating to the [XXXX] project, obtained from any source, including without limitation the tender documentation, information received from the Awarding Authority or its appointed advisors, and information obtained as a result of being allowed in or onto any premises associated with the delivery of the project (“Confidential Information”). It does not extend to information which, at the time it is obtained, is in the public domain.
3. The Evaluator shall treat all Confidential Information as being strictly private and confidential and shall take all steps necessary to prevent it from being disclosed to the public or any third party or coming, by any means, into the possession of any third party.
4. The Evaluator shall use the Confidential Information solely for the purpose of evaluating the tenders for the [XXXX] project.
5. The Evaluator shall not use or disclose or permit the disclosure by any person of any of the Confidential Information for the benefit of any third party.
6. The Evaluator shall keep all materials containing Confidential Information in a secure place and return them to the Awarding Authority immediately the evaluation has been concluded or upon the request of the Awarding Authority.

7. No failure or delay by the Awarding Authority in exercising any right or power or privilege available to the Awarding Authority shall be deemed to be a waiver nor shall any single or partial exercise of any such right or power or privilege preclude any further exercise or the exercise of any such rights or power or privilege.
8. The agreement formed by the acceptance of this letter shall be governed by and constructed in all respects in accordance with the law of Northern Ireland, and each hereby submits to the exclusive jurisdiction of the courts of Northern Ireland in relation to all matters pertaining to or arising from this Agreement.

Yours sincerely

-----

I accept and agree to the above terms and conditions:

Signed: \_\_\_\_\_ .Name: \_\_\_\_\_  
*Please Print*

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

## DELEGATED AUTHORITIES BETWEEN DOJ AND THE POLICING BOARD

<i>Details</i>	<i>Delegated Limit (£)</i>
All gifts	100
Non-statutory guarantees and liabilities	0
Foreign Exchange transactions, where these are to be channelled through any institution other than the Northern Bank	0
Use of consultants by departments	10,000
IT projects	100,000
Extra Statutory and extra-regulatory payments	0
Recoupment of overpayments of pay, pensions and allowances	10,000
Waived or Abandoned claims	10,000
Individual extra-contractual and ex-gratia payments	0
Individual compensation claims settled out of court unless legal advice is that the department will not win the case if contested in court	10,000
Individual compensation claims settled out of court where the legal advice is that the department will not win the case if contested in court	10,000
Individual compensation payments made as a result of court decision	10,000
Consolatory Payments	500
All expenditure under the EU Programmes for which the Special EU Programmes Body is responsible – currently Peace II and Interreg IIIa	0

**ANNEX 10 (continued)****DELEGATED AUTHORITIES BETWEEN DOJ AND THE POLICING BOARD**

Consultancy assignments co-sponsored by the Strategic Investment Board	0
All other losses, write offs and special payments not covered elsewhere in this letter	5,000
All other capital projects (non IT) including purchase of land & property	100,000
Legal Fees	50,000
Financial support to bodies not covered by a specific delegation	10,000
Contract Variations	The lower of 5% of contract value or £25,000

## BUSINESS CASE FOR PROPOSAL TO ENGAGE A CONSULTANT

**Project Title:**

**Prepared By:**  **Date:**

**Approved By:**

**(Chief Executive)**

**Signed:**  **Date:**

### **Section 1: Need for the assignment**

This section should address the following:

- Background –Purpose of the assignment
- Strategic/policy context
- What is the need for the assignment?
- What is the scope of the assignment, i.e. tasks anticipated to provide desired outcomes?
- Timing of assignment – when is the information required and is there any possibility of deferring the assignment?
- Description of previous similar consultancy assignments, including an analysis of past expenditures (corresponding evaluations must also be appended).

### **Section 2: Benefits & Their Timing**

This section should address the following:

- What are the projected outputs from the assignment?
- What are the expected benefits to be delivered from the assignment and give an indication of when they are likely to accrue?
- What are the implications of the assignment not going ahead?

### **Section 3: Assessment of Alternative Options**

A full range of options for delivering the assignment should be assessed, including the following:

- Complete assignment using in-house resources;
  - Partial completion of assignment using in-house resources. While it may be accepted that resource constraints/skills shortages will not allow the full assignment to be completed in-house, the option of using in-house resources to produce an interim output supplemented by consultancy input should be assessed. In addition, the option to relax the time constraint to allow more of the outputs to be achieved by in-house resources albeit over a longer timescale should be assessed;
  - Use of internal Consultancy, for example, departmental economists, statisticians, etc;
  - Staff substitution, for example, short-term/medium term secondment of industry expert(s);
  - Use of External consultants – What is the rationale behind using external consultants as opposed to the alternatives considered?
- 

### **Section 4: Expected Deliverables**

Please provide details on the deliverables expected from consultancy. If available, a copy of the draft terms of reference for the proposed consultancy should be attached.

---

### **Section 5: Skills Transfer**

- Outline the potential for skills transfer?
  - What arrangements have been put into place to facilitate the transfer of skills from the consultants to departmental staff to the extent that this is a benefit of the consultancy?
  - When is it anticipated that knowledge and skills delivered by the consultancy will be transferred to internal staff?
  - What are the implications of skills transfer for future consultancy support?
- 

### **Section 6: Proposed Division of Work**

This section should provide details on the proposed division of work between the external consultant and in-house staff. The following issues should be addressed:

- What in-house support will be given to the consultants e.g. technical/specialist inputs, accommodation, photocopying and typing services etc?

- Provide indicative estimates of the expected number of consultancy days by consultancy grade;
- 

## **Section 7: Expected Costs of the assignment**

### **External Consultancy Costs**

- What is the expected cost of the external consultants' input to the assignment? Information derived from section 6 should be used alongside estimated consultancy rates to derive an estimate of the cost?
- Costs should be provided on a nominal basis;
- Affordability should be addressed, i.e. is budget provision available.

### **In-House Costs**

- What are the estimated in-house support costs for the assignment? Information derived from section 6 should be used alongside staff rates to derive an estimate of the cost. Costs should be provided on a nominal basis.

**Total Cost =**

£

---

## **Section 8: Project Management/ Performance Review Arrangements**

This section should address the following:

- What are the proposed project management arrangements, including details of monitoring officers, draft reports, Steering Groups etc?
  - Proposed arrangements for on-going monitoring of consultancy performance and expected deliverables. The project managers should ensure that appropriate mechanisms are in place for influencing performance at interim stages;
  - Identify person/persons responsible for managing/delivering skills transfer;
  - What are the performance review arrangements for the assignment, e.g. the quality assurance employed from Board specialists?
  - Skills transfer it should be pro-actively managed and monitored like any other consultancy benefit.
- 

## **Section 9: Implementation and Evaluation Plan**

This section should provide details on the following:

- How will the results of the consultancy be implemented?
- Proposed arrangements for evaluating the outputs delivered by the consultancy assignment. This should include information on who is the responsible officer for ensuring the evaluation takes place and also information on when it is proposed to carry out the evaluation. Whilst ideally the evaluation should be independent of the project promoters, in most instances, evaluations should be carried out by internal resources, i.e. in-house staff or internal consultancy.

### Frequency of Contract Management Meetings

Priority Level	Degree of Management	Examples of Commodities or Services which may require this degree of management
High	Formal meetings every 3 months (or more if required). Submission of management information on a monthly basis.	Equipment maintenance – Buildings (boilers, air conditioning equipment, etc); Facilities management services (cleaning, security, building and lift maintenance, fire alarm and access control maintenance, washroom services, statutory maintenance services); Personal computers and laptops; Printing and copying; Stationery; Travel; Waste Management
Medium	Formal meetings every 6 months. Submission of management information on a monthly or quarterly basis.	Catering and consumables; Consultancy; Furniture, flooring and textiles; Photocopiers; Plumbing, mechanical and electrical requisites; Printers; Temporary Staff
Low	Annual meetings. Submission of management information on a six-monthly basis, or an annual report.	Electronic components; Equipment maintenance – not buildings (computer hardware); Legal Services; White and Brown Goods



## Security Policy Statement

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### 1. Aim

The aim of the Northern Ireland Policing Board's (NIPB) Security Policy and Procedures is to: -

- Protect its Members, Staff, Information and Property, by applying appropriate security measures commensurate with the level of threat against them;
- Inform Members and Staff of their respective role and responsibility for the protection of themselves and NIPB assets; and
- To reflect the commitment of management to the protection of NIPB Members, Staff, Information and Property.

### 2. Definition

For the purpose of this policy statement, security is defined as reducing the risks of danger to the Board's Members, Staff, Information and Property. Security involves establishing and maintaining a series of protective measures to prevent such acts as inappropriate disclosure of information, theft, sabotage or attack.

### 3. Detail

There are three underlining principles to the NIPB's Security Policy and Procedures which are:

- Prevention – to detect, deter and mitigate against potential threats and emergencies to its Members, Staff, Information and Property;
- Protection – to safeguard its Members, Staff, Information and Property from such threats and emergencies;
- Response – to manage potential threats and emergencies to its Members, Staff, Information and Property and take necessary action when breaches of security occur.

All three principles will involve effectively implementing and adhering to the NIPB's security policy and procedures.

#### 4. Responsibilities

The Chief Executive has overall responsibility for security in the NIPB and will make available sufficient resources to enable responsibilities regarding security to be fulfilled.

On a day-to-day basis the Corporate Services Director will be responsible to the Chief Executive for all matters concerning security within the NIPB.

Heads of Branches who have a direct input into particular aspects of security e.g. Human Resources Branch, Compliance Branch and IT Branch, will be responsible for advising the Corporate Services Director on particular aspects of security.

All Staff have a responsibility to make themselves conversant with the NIPB Security Policy and Procedures and adhere to them thereby minimising risks which may lead to a security breach. All Staff have a responsibility to make themselves conversant with the security policy and procedures. **Staff should access TRIM folder (148~06) to obtain information** on the following aspects of security:

- Security relating to the NIPB's premises;
- Personal Security Guidelines;
- Information on Security Vetting;
- Information Security;
- Protective Marking of Documents;
- Document Security;
- Communications Security;
- IT Security.

#### 5. Communication

The NIPB will ensure that the documents pertaining to its Security Policy & Procedures will be communicated and made available to Staff and Members to access via TRIM. Furthermore, new staff to NIPB will be made aware of the NIPB Security Policy and Procedures via their corporate induction.

Members will be provided with a copy of this policy statement and will be able to request information on any aspect of NIPB security.

#### 6. Support

The NIPB HR Branch will provide mandatory and non-mandatory training relating to individual aspects of the security policy and procedures as deemed necessary e.g. Information Security Awareness training. Other NIPB Branches will be responsible for providing appropriate guidelines and assistance to staff on individual aspects of the security policy and procedures as deemed necessary.

## **7. Monitoring**

Monitoring compliance with the NIPB's Security Policy and Procedures will be carried out on a continuous basis using appropriate measures.

## **8. Breaches**

The aim of the NIPB's Security Policy and Procedures is to encourage staff to show due care with the assets for which they are responsible and thus minimise the potential of breaches.

The NIPB will take disciplinary action against those who cause breaches or potential breaches of the policy and put assets of the organisation at risk or at potential risk.

## **9. Review**

This policy was signed off by the NIPB's Corporate Management Group in September 2006.

The Security Policy and Procedures has been screened in relation to equality Section 75 obligations and it has been determined that no EQIA is required. This policy is also considered compliant with Human Rights obligations.

A review of the policy will be conducted on an annual basis by the Corporate Services Director in association with relevant NIPB personnel.

**CONTRACT EXTENSION APPROVAL FORM**

Contract Name

Is there an option to extend the contract

If no, refer to the STA section of this guidance

**A.** Initial contract term in months**B.** Period of contract extension in months**C.** Value of contract in £'s(before extension)

Value of contract extension in £'s (B/A\*C)

Grade of staff required for approval (see  
Authorisation Approval Limits below)**Authorisation approval levels**

Chief Executive	up to	£1,000,000
Deputy Chief Executive	up to	£100,000
Principal Officer (G7)	up to	£50,000
Deputy Principal (DP)	up to	£25,000

**Authorising Officer Approval**

<b>Grade</b>	<b>Print Name</b>	<b>Signature</b>
--------------	-------------------	------------------

**Authorising Officer**



## Security vetting form

<b>Branch:</b>			
<b>Contact Name:</b>			
<b>Brief description of nature of contract:</b>			
<b>Level of Security Vetting for Contractor:</b>  <i>(use security vetting review – background and clearance document to assist decision)</i>		<b>Yes</b>	<b>No</b>
	<b>Check to Baseline Personnel Security Standard</b>		
	<b>Counter Terrorist Check</b>		
	<b>Security check</b>		
	<b>Developed Vetted</b>		
<b>Where it is concluded that security clearance is not required please include an explanation:</b>			
<b>Authorisation By (Grade 7 or above) – Signature</b>			
<b>Print name</b>			
<b>Date</b>			

## Relevant Criteria on Security Clearance Levels

Clearance Level/Check	Relevant Criteria
<p><b>Baseline Personnel Security Standard</b></p> <p>(This process is carried out using AccessNI)</p>	<p>Baseline Standard is not a security clearance but a pre-requisite for employment which incorporates 4 pre-employment checks:-</p> <ol style="list-style-type: none"><li>1. Identity;</li><li>2. Nationality and Immigration Status;</li><li>3. Employment History (past 3 years);</li><li>4. Criminal Record (unspent convictions only).</li></ol>
<p><b>Counter Terrorist Check</b></p> <p>(This process is carried out using the Defence Vetting Agency)</p>	<p>CTC is appropriate for employment which involves access to individuals, buildings, material, or other assets assessed as being at direct threat of terrorist attack, or otherwise carrying a specific terrorist risk.</p>
<p><b>Security Check</b></p> <p>(This process is carried out using the Defence Vetting Agency)</p>	<p>Appropriate for posts having long term, frequent and uncontrolled access to SECRET assets, i.e. those whose compromise would threaten life directly, or seriously prejudice public order or individual security or liberty.</p> <p>The functions of the Board as a whole, and some reports and details given at Board and Committee meetings, at which some Board Officials are present, fall into this category. Also compromise of the aggregated personal information held within Board Headquarters Police Administration branch in relation to Ex and Serving officers would lead to such damage.</p>
<p><b>Developed Vetted</b></p> <p>(This process is carried out using the Defence Vetting Agency)</p>	<p>Appropriate for posts having long term, frequent and uncontrolled access to assets carrying a Top Secret marking, or to equivalent operations. Compromise of such assets would be likely to lead directly to widespread loss of life, or cause exceptionally grave damage to the effectiveness of extremely valuable security or intelligence operations.</p>



Date:

Name  
e-mail address

Dear Sir or Madam

**[INSERT PROJECT TITLE AND PROJECT REF]**

*The Northern Ireland Policing Board (the Board) invites you to tender for the above project.*

*Tenderers should read the 'Instructions to Tenderers' carefully and ensure that sufficient time is allowed to submit your Tender before the deadline.*

In order to submit your response you are required to [\[e-mail the completed submission to procurement@nipolicingboard.org.uk upon which you will receive an automated receipt message by return\]](mailto:procurement@nipolicingboard.org.uk). These responses can be retracted and re-submitted any time before this closing date. Please note that documents must be formally submitted prior to the closing date in order to be evaluated] [deliver/post x copies of the completed submission to the Board headquarters at Waterside Tower.]

The closing date for the return of tenders is **no later than 3pm on [insert date]**.

The closing date for requests for further information relating to the contract documents is **[insert date]**.

The Board is not obliged to accept the lowest or any tender.

**Late Tenders will not be considered.**

Yours faithfully

**[INSERT NAME OF BOARD OFFICIAL]**

Northern Ireland Policing Board  
Waterside Tower, 31 Clarendon Road,  
Clarendon Dock, Belfast BT1 3BG  
Tel: 028 9040 [XXX]  
Email: [XXX]@nipolicingboard.org.uk



## Northern Ireland Policing Board

### Instructions to Tenderers

#### Services

**[Project Title]**

**[Project Ref]**

## INSTRUCTIONS TO TENDERERS

### 1. Completion and Submission of Tender Documentation

All documents must be submitted **by e-mail to [procurement@nipolicingboard.org.uk](mailto:procurement@nipolicingboard.org.uk)**

OR

All documents must be delivered/posted to:

**Waterside Tower  
31 Clarendon Road  
Clarendon Dock  
Belfast  
BT1 3BG**

- i. **Please note that in order to respond to this tender there are a number of stages that must be completed prior to submitting your response. Please ensure that you allow sufficient time to follow the instructions provided as NI Policing Board cannot accept responsibility for transmissions delays.**
- ii. Responses can be forwarded at any time until the closing date and time for this competition. These responses can be retracted and re-submitted any time before the closing date.
- iii. When e-mailing your response, please be aware of the speed of your Internet connection, your system configuration and general web traffic may impact on the time taken to complete the transaction. **E-mailing of submissions must be completed by the closing date and time.** Please do **NOT** wait until near the closing time on the Tender return date.
- iv. If you do not receive a confirmation e-mail of your submission, please contact the Board on 028 90408xxx.
- v. The Board cannot accept responsibility for transmissions delays.
- vi. Late Tenders will not be considered.
- vii. All submissions must be in the English language.
- viii. Tenders must be fully compliant with the requirements detailed in the tender documentation.
- ix. All prices entered in the pricing schedule or other documents must be exclusive of VAT and in pounds sterling.
- x. Tenders may be rejected if the required information is not given at the time of tendering.

## **2. Economic and Financial Standing**

Tenderers may be required to furnish information as to economic and financial standing prior to the acceptance of any tender.

## **3. Costs and Expenses**

Tenderers will not be entitled to claim, from the Board, any costs or expenses which may be incurred in preparing their tender whether or not it is successful.

## **4. Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of **[ninety days]** from the closing date.

## **5. Confidentiality**

Tenderers should treat the tender documents as private and confidential between the tenderer and the Board. Tenderers should note that the Board shall use the tender documents for the purposes of evaluation and that the tender documents held by the Board will be destroyed in line with the Board's disposal schedule.

## **6. Official Amendments**

Should it be necessary for the Board to amend the tender documentation in any way, prior to receipt of tenders, all tenderers will be notified.

## **7. Sustainable Development Benefits**

The Government is committed to sustainable development and sustainable procurement and would wish to see tenderers adopt a sustainable approach. Information and guidance about how to pursue a more sustainable future for Northern Ireland is available from:-

[www.ofmdfmi.gov.uk/index/economic-policy/economic-policy-sustainable-development.htm](http://www.ofmdfmi.gov.uk/index/economic-policy/economic-policy-sustainable-development.htm)

## **8. Canvassing**

Any tenderer who directly or indirectly canvasses any official of the Board concerning the award of contract or who directly or indirectly obtains or attempts to obtain information from such official concerning the proposed or any other tender will be disqualified. This should not, however deter any supplier seeking clarification in relation to the tender.

## 9. Assumptions

Tenderers must not make assumptions that the Board has either prior knowledge of their organisation or their service provision. Tenderers will only be evaluated on the information provided in their response.

## 10. Compliance

Tenders must be submitted in accordance with these Instructions to Tenderers. Failure to comply may result in a Tender being rejected by the Board.

## 11. Freedom of Information Act (FOIA)

Tenderers attention is drawn to the provisions of Clause E4 in the Conditions of Contract.

Tenderers are asked to consider if any of the information supplied in the course of this tender competition should not be disclosed because of its sensitivity. Tenderers must complete the Freedom of Information Statement attached. Tenderers must identify which information is considered commercially sensitive; specify the reasons for its sensitivity, and state the period for which the information will remain sensitive. The Board will consult with you about sensitive information before making a decision on any Freedom of Information requests received.

Tenderers should be aware that after award of contract, information in relation to the Contract will be published on the Board's website, this will include the contract title, name of the winning Tenderer and the award value. This will be published without further consultation.

## 12. Evaluation Criteria

Tenders will be evaluated using the following criteria and associated weightings:

[List Quality and Cost Criteria, Sub Criteria and Associated Weightings]

The following Scoring System will be used to assess the Qualitative Criteria.

Score	Indicator
0	Failed to address the questions.
1	An unacceptable response with serious reservations. Limited detail of the methodology to be applied. High risk that the proposed will not be acceptable.
2	A response with reservations. Lacks convincing detail of the methodology to be applied. Medium risk that the proposed approach will not be successful.

3	Meets Requirements. The response generally meets the Client's requirements, but lacks sufficient detail to warrant a higher mark.
4	A good response that meets the Client's requirements with good supporting evidence. Demonstrates good understanding.
5	Excellent response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses.

The following formula will be used to evaluate Cost.

Lowest Contract Price divided by the Tenderers Contract price multiplied by X  
**[Insert Weight]**.

### 13. Format of Response

In order to submit your response you are required to email it to [procurement@nipolicingboard.org.uk](mailto:procurement@nipolicingboard.org.uk) for your tender to be considered for evaluation. These responses can be retracted and re-submitted any time before the closing date.

[In order to submit your response to be considered for evaluation you are required to deliver/post your tender to:

Waterside Tower  
31 Clarendon Road  
Clarendon Dock  
Belfast  
BT1 3BG]

Tenderers must provide full details of the proposed methodology detailing how they will deliver the requirement and taking account of each of the criteria and sub criteria listed in section 12 above.

### 14. Contract Price

Tenderers are required to complete the Pricing Schedule.

### 15. Key Personnel

Tenderers must clearly identify the Key Personnel essential to the provision of the Services within their response in accordance with the Conditions of Contract.

### 16. Notices

The successful tenderer will be required to provide the information for the service of notices specified in the Conditions of Contract, Clause A5.3 (b) at award stage.

**17. Conflict of Interest**

Tenderers must confirm in their proposals that there would be no conflict or perceived conflict of interest in relation to their servicing this contract. Tenderers must complete the “Conflict of Interest Statement”.

**18. Security Vetting Procedure**

[Security Vetting is not required for this contract.]

[Security Vetting must be carried out in accordance with the Security Schedule.]

**19. Complaints Procedure**

Tenderers are advised that details of the Board’s “Complaints Procedure” can be found on the Board’s website at [www.nipolicingboard.gov.uk](http://www.nipolicingboard.gov.uk). Tenderers should consult this document if they have concerns regarding any aspect of the procurement process.

**Contact Details**

Any questions or clarifications relating to this procurement should be e-mailed to [procurement@nipolicingboard.org.uk](mailto:procurement@nipolicingboard.org.uk). This will give you an audit trail of all discussions/clarifications.

# Costing Schedule

**CONTRACT TITLE**  
**PRICING SCHEDULE**

**PAYMENTS**

Tenderers should note that payment would be made following the successful completion of XXXXXXXXXXXX. [customise to requirements]

**PAYMENT SCHEDULE**

Tenderers are required to complete the following costing schedule.

**TOTAL COST FOR DELIVERY OF XXXX CONTRACT**

**Notes for Guidance**

*The Tenderer shall insert in the table below the total cost of delivering a XXXXXXXX as outlined in the – Terms of Reference.*

All prices shall be quoted **exclusive** of Value Added Tax.

**Cost of delivering xxxx service is**

£ \_\_\_\_\_

**The total cost of the service to be provided should include all costs incurred by the tenderer such as, training, feedback & reporting, administration, travel, subsistence and accommodation costs (if applicable), accreditation costs and any other costs incurred in delivering the programme.**

**OFFICIALS SHOULD CUSTOMISE THE ABOVE TO INCLUDE ALL COSTS WHICH WOULD BE REASONABLY EXPECTED TO BE INCURRED BY THE TENDERER IN CARRYING OUT THE PROPOSED WORK AND SHOULD LEAVE NO AMBIGUITY.**

# **Services**

## **Forms and Certificates**

## Instructions

The following forms are contained in this section and must be completed in full to ensure your tender is valid;

- a. Form of Tender (Sign and return)
- b. Certificate relating to Bonafide Tender (Sign and return)
- c. VAT Registration (Sign and return)
- d. Fair Employment and Treatment  
(Northern Ireland) Order 1998 (Sign and return)
- e. Freedom of Information Statement (Sign and return)
- f. Conflict of Interest Statement (Sign and return)

# NORTHERN IRELAND POLICING BOARD

## A. FORM OF TENDER

**CONTRACT FOR: - xxxxxxxxxxxxxxxxxxxxxxxxxxxx**

1. I/We the undersigned hereby tender for the above contract in accordance with the Services Conditions of Contract and Specification at the prices quoted in the Schedule forming part of my/our tender response.
2. I/We agree that this Tender together with your written acceptance thereof shall constitute a binding contract between us and the Northern Ireland Policing Board in relation to the whole of the Tender.
3. I/We have read, accept and agree to abide by the attached Conditions of Contract which take precedence over any terms, conditions, stipulations or provisos which may appear on or be Annexed to any correspondence submitted by me/us in connection with this Contract.
4. I/We understand that the Northern Ireland Policing Board does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.
5. I/We understand the Northern Ireland Policing Board reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders.
6. I/We warrant that I/we have all the requisite corporate authority to sign this tender.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Signed by or on behalf of the Tenderer: \_\_\_\_\_

Printed \_\_\_\_\_

\*Name of Tenderer: \_\_\_\_\_ (Block Capitals)

Registered Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\* Please insert here the FULL NAME of the Tenderer, or in the case of a partnership the FULL NAMES of ALL the partners.

# NORTHERN IRELAND POLICING BOARD

## **B. CERTIFICATE RELATING TO BONA FIDE TENDER**

1. The essence of tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person.
2. We also certify that we have not:
  - a. communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of this tender;
  - b. entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
  - c. offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.
3. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b or 2c above at any time before the acceptance or rejection of this tender.
4. In this certificate the word “person” includes any persons and any body or association, corporate or unincorporated and “any agreement or arrangement” includes any such transaction, formal or informal and whether legally binding or not.

Signed:

Block Capitals:

for and on behalf of:

Date:

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# NORTHERN IRELAND POLICING BOARD

## **C. VAT REGISTRATION**

Part 1 or Part 2 and Part 3 to be completed as appropriate by the Tenderer and returned with Tender Documents:-

1. My/Our VAT Registration Number is: \_\_\_\_\_

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

for and on behalf of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

2. I/We are “**EXEMPT**” from VAT under the terms of the Value Added Tax Act 1994.

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

for and on behalf of: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

3. Please indicate which of the following best describes the economic status of your company/organisation:-

Small and Medium Sized Enterprise  Yes  No

Social Economy Enterprise  Yes  No

Voluntary and Community Organisation  Yes  No

If other please specify: \_\_\_\_\_

## **NORTHERN IRELAND POLICING BOARD**

### **D. FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

1. Article 64 of the Fair Employment and Treatment (Northern Ireland) Order 1998 provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers. Article 64(4) also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or supplies or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.
2. For the purposes of Articles 64-66 of the Order, an unqualified person is a person on whom a notice has been served under Article 62(2) or Article 63(1) of the Order and which has not been cancelled.
3. Mindful of its obligations under the Order, the Northern Ireland Policing Board has decided that it shall be a condition of tendering that a contractor shall not be an unqualified person for the purpose of Articles 64 - 66 of the Order.
4. Contractors are therefore asked to complete and return the form endorsed hereon, with their tender, to confirm that they are not unqualified persons and to undertake that no work shall be executed or supplies or services supplied by an unqualified person for the purposes of any contract with the Northern Ireland Policing Board to which Article 64 of the Order applies.

### **FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

I/We hereby declare that I am/we are not unqualified for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998.

I/We undertake that no work shall be executed or supplies or services supplied by any unqualified person for the purposes of any contract with the Northern Ireland Policing Board, to which Article 64 of the Order applies.

Signed by:

Duly authorised to sign  
for and on behalf of:

Date:

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# NORTHERN IRELAND POLICING BOARD

## **E. FREEDOM OF INFORMATION STATEMENT**

*With reference to Section 11 of the Instructions to Tenderers, please complete where appropriate.*

***I/We consider that:-***

1. The information in this tender is sensitive\*.  Sensitive
2. The information in this tender is not sensitive\*.  Not Sensitive

***\*Delete as appropriate***

3. If the information supplied in this tender is considered sensitive, please state which information should not be disclosed and provide reasons.

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4. Period for which information should remain commercially sensitive. Please state.

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

Block Capitals: \_\_\_\_\_

for and on  
behalf of \_\_\_\_\_

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

# NORTHERN IRELAND POLICING BOARD

## F. CONFLICT OF INTEREST DECLARATION

*With reference to Section 17 of the Instructions to Tenderers, please complete where appropriate.*

### ***I/We warrant that:-***

1. There **would be no** conflict or perceived conflict of interest in relation to the personnel or type of work involved in this contract.  No Conflict
2. There could be a possible conflict or perceived conflict of interest in relation to [ \* ] and their involvement in this contract.  Possible Conflict
3. Please explain what the possible conflict or perceived conflict of interest may be and who it relates to and how it could have an adverse effect on this contract.

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**\*Enter name**

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

Block Capitals: \_\_\_\_\_

for and on behalf of: \_\_\_\_\_

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

**Contract Title:**

**Tenderer Name:**

Evaluation Criteria	Score 0 - 5	<u>Weighting</u>	Score	Comments
<ul style="list-style-type: none"> <li>• <b>Proposed Methodology</b> – clearly demonstrate how each of the following areas will be addressed.</li> <li>• How you will deliver all required services as listed in the specification.</li> <li>• How you will manage the day to day running of the contract and all management issues, including finances.</li> <li>• How you will liaise with relatives, friends or family members of prisoners, provide confidential support, keeping them informed with accurate and up-to-date</li> <li>• information on relevant issues.</li> </ul>	<u>5</u>	<u>70</u>	<u>350</u>	Maximum score

<b>Cost</b> – Price schedule completed and discounts clearly indicated.		<u><b>30</b></u>	<u><b>150</b></u>	
<b>TOTAL SCORE</b>		<b>100</b>	<b>/500</b>	

**EVALUATION PANEL**

**Signed:**

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**Printed:**

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**Date:**

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**Cost:**

Lowest cost will receive 100% of weighted score. The rest of bids will be shown as a percentage of this.

Lowest =  $5 \times 30 = 150$

**Rest = Lowest/next score x 150**

**e.g.**

Lowest £20,000 = 150 marks

**Next £25,000**

**20,000x150**

**25,000**

=120 marks



[Date]

Dear

[contract title and reference no.]

The Northern Ireland Policing Board (the Board) is pleased to confirm that your tender is hereby accepted [insert any specific information in relation to contract, e.g. tender price, quantity, customer contact details, start date, insurance and security clearance].

Please sign the enclosed forms [name the forms e.g. Form of Tender, Form of Agreement (Under Deed), Warranties, etc] and return within 10 days.

Only those individuals (whether employed directly or as part of a sub-contract) whose security clearance has been confirmed to the Policing Board are permitted to gain access to any site or undertake any work associated with this contract.]

As per clause 18 of the Instruction to Tenderers, it is necessary to arrange security clearance. We will be in contact shortly to provide the necessary documentation required.

You will be contacted by [name of person] to progress this contract.

**[Drafting Note: You may alternatively wish to use:]** Please contact [name of person] on [contact no.] to facilitate commencement of the contract.

On behalf of the Board, may I take this opportunity to wish you every success during the lifetime of this contract.

Should you require any further information please contact me.

Yours sincerely

[Officer with appropriate delegated level of responsibility]