

# Invitation to tender

for the

# **Provision of Internal Audit Services**

Tender return date: 10.00 am on 2<sup>nd</sup> May 2017

Return to: Clerk to the Corporation

Enquiries to: Alison Rowland (arowland@sussexcoast.ac.uk)

Address: Sussex Coast College Hastings

Station Plaza

Station Approach

Hastings

East Sussex TN34 1BA

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## **1 SECTION 1: Tender Particulars**

This document briefly describes Sussex Coast College Hastings (SCCH) requirements and the tendering process to be followed. This document also sets out details on the form and content of the bids which are required, the proposed timetable, and other administrative arrangements for the tendering process.

Please contact **Alison Rowland** (arowland@sussexcoast.ac.uk) if you are in any doubt as to what is required.

#### 1.1 Timetable

1.	18 <sup>th</sup> April 2017	Closing date for clarification queries
2.	2 <sup>nd</sup> May 2017	Closing date for receipt of tenders
3.	15 <sup>th</sup> May 2017	Tender shortlisting
4.	25 <sup>th</sup> May 2017	Supplier presentation/clarification meeting
5.	8 <sup>th</sup> June 2017	Final notification and contract award
6.	1 <sup>st</sup> August 2017	Commencement of contract

Although Sussex Coast College Hastings will use reasonable endeavours to adhere to the timetable, it reserves the right to vary it.

#### 2 SECTION 2: Introduction and Scope of the Requirement

Sussex Coast College Hastings (SCCH) is a further education college located in Hastings, East Sussex. It has approximately 3,000 students and 600 employees, and provides a wide range of academic and vocational training courses within the local area. The College also has a wholly owned trading subsidiary – Plaza Trading Hastings Ltd - which includes a Subway franchise.

SCCH is looking to appoint a new Internal Auditor to provide a high quality, value for money service to meet the needs of the College, and for innovative proposals from organisations with a demonstrable track record within education and who can demonstrate an understanding of our needs together with the knowledge and experience to deliver our objectives.

## 2.1 Conditions Applying To This Tender

#### 2.2 Alterations to Tender

At any time prior to the deadline for the receipt of bids, SCCH may modify the tender documents. Any such amendment will be notified in writing or by email to all prospective bidders who have received the tender documents and will be bidding on them. You should acknowledge that the amendments have been received. In order to give you reasonable time in which to take the amendment into account in preparing your bid, SCCH may, at its discretion, extend the deadline for the receipt of the tender, notwithstanding that all UK legal requirements will be complied with.

None of the tender document formats and wording may be altered by the Tenderer. Any modification that the Tenderer may consider necessary is to be detailed in a separate covering letter accompanying the tender. Tenderers are responsible for ensuring that they have completed the tender fully and accurately and that prices quoted are arithmetically correct. Any amendments/corrections made by the Tenderer on their bid should be initialled by them.

#### 2.3 Receipt of Tenders

The bids must be received by Sussex Coast College Hastings, at the address shown below, no later than 10am on 2<sup>nd</sup> May 2017. Those received before that date will be retained, unopened, until then. Please ensure that your tender is delivered no later than the appointed time on the due date as bids submitted after this time will not be considered.

## 2.4 Acceptance of Tenders

By issuing this invitation SCCH does not bind itself to accept the lowest or any tender. It also reserves the right not to award a contract or to offer more than one contract.

#### 2.5 Costs of Bidding

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their bids and SCCH bear no responsibility or liability for those costs, regardless of the outcome in relation to individual bids.

#### 2.6 Bid Prices

SCCH expects that the prices/rates quoted for the services shall be fixed for the duration of the contract and not subject to any variation unless such is called for in the tender documents.

#### 2.7 Conflict of Interest

Bidders for any service where a conflict of interest may exist or arise must inform SCCH and submit proposals for avoiding such conflicts. This is particularly important where the conflict is likely to result in bias in the execution of the service.

#### 2.8 Documentation

The Tenderer is expected to examine all instructions, forms, terms and specifications in the Invitation to Tender documents and check they are complete in all respects. Tenderers are requested to answer all the questions raised in the tender document and in the order laid out.

#### 2.9 Variants and Qualifications

The College particularly welcomes any innovative ideas and suggestions relating to the specifications that provide added value, reduce SCCH's costs and/or improve the levels of service. The consideration of such factors is, however, dependent on it being accompanied by a fully compliant and priced bid. Any such alternatives will be considered within the evaluation criteria shown in section five.

SCCH reserves the right to discuss, confidentially, any aspect of your Tender with you to clarify matters.

## 2.10 Agreement

You are further advised that nothing herein or in any other communication made between SCCH and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between SCCH and any other party (save for a formal award of contract made in writing) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or not at all.

#### 2.11 Confidentiality

The Tenderer shall treat these documents and the information contained within as private and confidential. You must not disclose your bid prices, or even an approximation, prior to the deadline for receipt of the bids except in confidence to an insurance company or broker requiring such in connection with the bid. You must not try to obtain any information about competitors' bids or proposed bids nor make any arrangement with anyone else about whether or not they should bid.

#### 2.12 Submission of Tenders

Tenderers are required to submit 1 hard copy of their bid and 1 copy on USB stick or CD. Tenders should be submitted in a sealed envelope, quoting the tender reference: IntAud020517

Envelopes should bear no external indication of the sender's identity. All bids should be addressed to:

The Clerk to the Corporation Sussex Coast College Hastings Station Plaza Station Approach Hastings TN34 1BA

All offers and associated documents must arrive at the above address **no later than 10 am on 2<sup>nd</sup> May 2017.** Late bids or bids submitted by FAX will not be accepted.

#### 2.13 Questions

Any questions or correspondence relating to the tender or the submission of bids should be submitted in writing or email, quoting the tender reference number, to Alison Rowland at the address above (arowland@sussexcoast.ac.uk)

Tenderers should be aware that SCCH has a policy of equality of information in the bidding process. This means that questions posed and the answers given will be distributed to all bidders before the closing date; the source of the questions will not be identified.

#### 2.14 Contract Award Criteria

The contract will be awarded on the basis of the criteria shown in section five. Although value for money is a crucial factor in determining the success of the tender, all factors will be taken in to consideration including (but not limited to):

- Experience within educational establishments
- Staffing, flexibility and responsiveness
- Price and hourly rates
- Innovation and added value
- Insurance and professional indemnity
- References

#### 2.15 Bona-fide tendering certificate

Tenderers are required to complete and return the bona-fide tendering certificate.

#### 2.16 Tender Information

Information supplied to Tenderers by SCCH (whether in the invitation or otherwise) is given only for general guidance in the preparation of the tender. Tenderers must satisfy themselves by their own investigation and no responsibility is accepted by SCCH for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information.

#### 2.17 Notification of Award

SCCH will notify acceptance in writing to the successful Tenderer that they have been accepted and will notify each unsuccessful Tenderer as soon as is reasonably practicable.

### 2.18 Sustainability

SCCH is committed to managing its own sustainability impacts and to using the most environmentally and socially responsible goods and services and expects all its contractors and suppliers to do the same.

#### 2.19 Freedom of Information Act

The College is committed to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the College, as a public body, may need to be disclosed by the College in response to a request under the Act. We may also decide to include certain information in the publication scheme which we maintain under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the College should not be taken to mean that the College accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

# **SECTION 3: Form of Tender**

## 3.1 FORM OF TENDER

I certify that I am a
person duly authorised to sign tenders/quotations for and on behalf of:
The bidder, having examined the Invitation to Tender and any other documents released by Sussex Coast College Hastings (or issued in support thereof) for the supply of Internal Audit Services, hereby offers to supply the Services in conformity with the said Conditions and to the reasonable satisfaction of Sussex Coast College Hastings.
The bidder also hereby warrants and undertakes to Sussex Coast College Hastings that:
<ul> <li>The accompanying information has been diligently prepared to conform to the instructions for bidders</li> </ul>
<ul> <li>The amount or approximate amount of the Tender has not been communicated to a person other than the person calling for Tenders</li> </ul>
We have not entered into any agreement with any other person that s/he shall refrain from tendering or as to the amount of any other tenders to be submitted
We understand that the lowest Tender will not necessarily be accepted.
Authorised Signatory
Name in CAPITAL LETTERS
Address
Date
Phone No
Job Title
Email

#### 3.2 Bona fide tender certifications

In recognition of the principle that the essence of selective tendering is that the College shall receive bona fide competitive tenders from all those tendering

#### WE CERTIFY THAT:

- 1. The Tender submitted herewith is a bona fide tender intended to be competitive.
- 2. We have not fixed or adjusted the pricing of the Tender under or in accordance with any agreement or arrangement with any other person.
- 3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts:
- (a) Communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the appropriate amount of the Tender was essential to obtain an insurance premium quotation required for the preparation of the Tender);
- (b) Enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted;
- (c) Offer, pay, give or agree to give any sum of money or valuable consideration directly to any person doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or thing of the sort described above; and
- (d) Directly or indirectly canvassed or solicited any member, officer or employee of the College concerning the acceptance of any Form of Tender or directly or indirectly obtained or attempted to obtain information from any such employee, member or officer concerning any other Tenderer or Form of Tender submitted by any other Tenderer.

In this certificate:

- a) "Person" includes any person and any body or association corporate or incorporate;
- (b) "Any agreement or arrangement" includes any transaction of the sort described above, formal or informal and whether legally binding or not.

This Certificate is signed for on behalf of the Tenderer as follows:
Name of Tenderer
Name of person authorised by Tenderer to sign this tender
Signature of authorised person
Date

### **SECTION 4: Specification of Requirements**

The areas below are for information purposes and should not be taken as being exhaustive.

Please note that the College regards internal and external audit as separate functions and accordingly we would not contract with the same firm or provider for both services.

Suppliers are invited to submit bids covering both internal and external audit, but please be advised that the College reserves the right to revert to the second highest bidder in the event that the same firm scores the highest points for both services.

The successful provider will be required to ascertain whether the systems in place for controlling operations are adequate and functioning correctly to ensure that the College's resources and assets are adequately protected and that all significant financial, managerial and operational information is accurate and reliable.

The appointed firm will be expected to:

- Deliver an objective, independent appraisal of all the College's activities, across the whole organisation, including the governing body and all levels of management.
- Work with the Vice Principal Corporate Services to develop a rolling three year internal audit plan which outlines the programme of work. This must be flexible to reflect business risks and respond to key external and internal influences. The programme will include an evaluation of the arrangements in place to:
  - Establish and monitor the achievement of organisational objectives
  - Identify, test and evaluate key systems and controls ensuring they are relevant, appropriate and effective
  - o Identify, assess and manage risks
  - o Assess compliance with policies, laws and regulations
  - Ascertain the integrity and reliability of financial and other information provided to the management and stakeholders
  - Ascertain that systems of control are laid down and operate to promote the economic, efficient and effective use of resources and to safeguard assets.
- Offer advice and other services as required to improve the College's performance, risk management, internal control and systems, with a particular focus on the introduction of significant changes to College systems
- Liaise with the external auditor to provide robust challenge to the College and, accordingly, assurance to the Audit Committee
- Maintain a professional audit service staffed with persons of appropriate knowledge, experience and skills to meet the above requirements.

- Provide special reviews requested by the Audit Committee or College Principal.
- Provide advice on the adherence to accounting standards, financial reporting standards and audit standards as they apply to the College.
- Provide regular updates on the delivery of the annual audit plan to the Audit Committee
- Provide an annual, end-of-year Internal Audit Report of the College's performance in response to the agreed annual audit plan and implementing recommendations arising from internal audit
- Issue draft audit findings within the timescale agreed following the completion of onsite audit work
- Issue final reports within the timescale agreed for receipt of management comments where no ongoing discussion is required to clarify points of contention
- Present audit findings to the Audit Committee addressing the results of audits conducted, summarising observations and recommendations made, and College Management responses to the audit findings

#### **Contract duration**

The contract will start on 1<sup>st</sup> August 2017. The contract will be for one year in the first instance, extendable in annual increments subject to satisfactory performance and agreement of fees, up to a maximum duration of three years.

## **SECTION 5: Tender Proposal**

In submitting your tender, we are looking for details as to how you will deliver the contract, and you will need to provide sufficient detail for us to understand how your proposal will work and specifically how you would achieve the stated outcomes within this specification.

Your tender submission should be brief and to the point, answering the questions and providing the documentation requested in the 4 attached sections, namely:

**SECTION 5.1: COMPANY DETAILS** 

**SECTION 5.2: CONTRACT PRICE AND BUDGET DETAILS** 

**SECTION 5.3: EVALUATION CRITERIA** 

**SECTION 5.4: ADDITIONAL INFORMATION REQUIRED** 

# **5.1 Company Details**

Full name of company
Trading Name (if different from above)
Postal Address
Postal Address
Contact in respect of this tender
Telephone number and email address

#### 5.2 Contract Price and Bid Details

Bidders are invited to submit their fixed fee proposal for internal audit activities together with rates by staff group for comparison. This should be based on the availability to SCCH of the staff in the performance of duties as Internal Auditors to the levels, standards, requirements and quality specified in this document.

The costs quoted should take in to account the full requirements of the specification including consumables, travel and all other expenses in delivering the service as specified.

Price accounts for 30% of the overall tender evaluation criteria

Please provide your fixed fee proposal for internal audit activities for the year commencing 1 August 2017.

Activity	Fixed Fee £
	£
	£
	£
	£
Total Fixed Fee	£

**N.B.** If there are any areas or elements of work that your firm wishes to exclude from the fixed fee arrangement then such excluded areas or elements of work must be specified and full details of your additional fees with charge rates for such work must be set out comprehensively below.

# Please also provide hourly rates for the purpose of comparison

Staff Grade	Rate per Hour £
Partner	£
Manager	£
Audit Senior	£
Other Staff [Please specify]	£
Other Staff [Please specify]	£
Other Staff [Please specify]	£

# Please provide an estimate of the number of days/half days that you expect to expend in the first year of the appointment:

Staff Grade	Days
Partner	X Days
Manager	X Days
Audit Senior	X Days
Other Staff [Please provide job title]	X Days
Other Staff [Please provide job title]	X Days
Total Number of Days	X Days

# 5.3 Evaluation Criteria

Please provide separate information providing details on the following criteria.

Experience	Weighting
Please provide details of your firm's audit experience and how you would be able to draw upon this knowledge to aid SCCH	30%
(Please note that a response which clearly shows a thorough knowledge of the FE sector and in particular funding and policy issues; and the internal and external risks affecting the sector now and in the future will score the maximum points available)	

Outcomes	Weighting
Are you able to demonstrate any measurable successes in previous contracts?	10%
Over the period of the contract please indicate what efficiencies and improvements you may be able to deliver and how you will be proactive in assisting the College.	

Staffing	Weighting
Please provide an overview of your company structure, including total numbers of employees and the number of employees engaged in internal audit services. Please also provide details of the key staff identified to work with SCCH to deliver the internal audit service.	5%

Added Value	Weighting
Please identify any added value which you could offer. This could include, for example, suggestions of risk management techniques based on latest technology, sponsorship opportunities or work experience placements for our students.	10%

Contract Delivery	Weighting
Please describe how you would propose to work with SCCH to deliver the service required including:	15%
<ul> <li>details of how you will meet the service requirements, particularly in relation to meeting the audit timescales identified.</li> </ul>	
samples of the types of performance management tools you use to monitor your performance with your clients and detail who receives this information, how it is acted upon and how improvements are fed back to clients	
<ul> <li>a copy of your proposed Service Level Agreement as a separate document within your Tender.</li> </ul>	
details of how you would aim to ensure continuity of staff involved in the audit (particularly at a senior level)	

## **Scoring of Non-Financial Proposals**

The non-financial Requirements criteria will be evaluated by awarding the answer to each question a score between 1 and 5 based on the definitions below.

- 5 Fully meets the criteria and provides significant added value or innovation
- 4 Fully meets the criteria and provides some added value or innovation
- 3 Fully meets the criteria
- 2 Meets most of the criteria
- 1 Meets some of the criteria
- 0 Question not answered/Does not meet the criteria

This score will then be multiplied by the weighting applied to each question (outlined above) to provide the final score for each question.

## **5.4 Other information required**

No weighting is provided to the following items but failure to supply the information may result in the rejection of your bid:

- Public and Employer's Liability Certificate
- Professional Indemnity Certificate

Please note that the following may be required from the successful bidder as part of our due diligence process.

- Health and Safety Policy
- Quality Assurance Policy (if applicable)
- Equal Opportunities Policy
- Three years audited accounts