

## **Instruction to Providers**

**Insurance Placement DPS , ref no 000978**

### **Further competition**

**Contracting Authority: Bracknell Forest Council**



## Introduction

The Contracting Authority is running a further competition to procure casualty insurance cover via the YPO's Insurance Placement DPS, ref no 000978

The contract duration will be for a maximum of seven years, covering an initial period of three years plus two optional extensions each of two years (i.e. 3 + 2 + 2)

The Contracting Authority is utilising the services of its appointed insurance broker – Marsh

## Insurance requirement

The Contracting Authority maintains the following insurance portfolio:

Class of insurance	Limit of indemnity	Excess	Stop loss	Current insurer	Long Term Agreement renewal date	Claims received during last year
Casualty (including Public, Employers Liability, Officials Indemnity and Professional Negligence, Libel & Slander)	EL/PL - £35m LS - £5m OI - £5m PN - £1m	£50,000	£425,000	RMP	██████	Please refer to claims experience provided within the market presentation
Property – General/Education/Housing/BI	Various	Various	N/A	Travelers	██████	
Property – Commercial and Industrial	Various	Various	N/A	Maven	██████	
Motor Fleet		£500	N/A	RMP	██████	
School Journey	Various	Nil	N/A	Chubb	██████	
Leasehold and Homebuy Buildings Insurance	Various	£1,000 subsidence/ Nil all other perils	N/A	Ocaso SA	██████	
Engineering Inspection and Insurance	Various	Nil	N/A	Allianz	██████	

## Supporting documentation

The following documentation is provided to support the procurement process:

- **Appendix A - Market Presentation (Further competition document)**

- **Appendix B – Evaluation Matrix Scoring Spreadsheet**
- **Appendix C – Evaluation Marking Guide for Schedule 1 Method Statement**
- **Appendix D – Guidance on Freedom of Information Act**
- **Appendix E – The Insurance Placement Call off Terms and Conditions**

## Lot Structure

There is no Lot structure to this further competition.

## Instructions to Providers

### Further competition general information

All submissions must be uploaded to the YPO e-tendering portal <https://procontract.due-north.com/Login>

Submissions must be returned no later than [REDACTED]  
Please ensure sufficient time to submit your tender, late submissions will not be accepted.

Any questions relating to this further competition must be raised **only** as a clarification via the YPO e-tendering portal.

The Contracting Authority will not enter into exclusive discussions regarding the requirements of this further competition with potential providers.

To ensure transparent and consistent approach all clarifications statements will be made available to all providers apart from where commercially sensitivity exist.

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

Clarifications in relation to the further competition must be raised within the timescales provided.

### Further competition timetable

The timetable for the delivery of the procurement process can be found in the table below.

FURTHER COMPETITION TIMETABLE	
DATE	STAGE
██████████	Further competition released
██████████	Deadline for Providers to submit clarifications
██████████	Final answers to all clarifications uploaded
██████████	Submission deadline
██████████	Evaluation of the submissions
██████████ ██████	Notification of proposed appointment
	Standstill period start date
	Expiry of standstill period (Regulation 87 of the PCR 2015)
██████████	Formal award
██████████	Mobilisation Meeting
██████████	Contract start date

Potential providers are advised that the above timetable is indicative only and may be subject to change without prior notice.

Providers may be required to clarify its submission. Requests for clarification will be issued via clarification through YPO’s e-tendering portal <https://procontract.due-north.com/Login>

Providers are required to respond to requests for clarification as requested and no later than within 3 working days. If in the opinion of the Contracting Authority the Provider fails to provide an adequate response to one or more points of clarification, the Tenderer may be excluded from progressing further in the process.

The Contracting Authority reserve the right to decline to make an award for its all or only part of the service requirements, or to abandon or cancel the further competition process. YPO or the Contracting Authority will not be responsible for any costs or expenses incurred as a result of following this course of action.

Any costs incurred by the Provider in responding to this further competition or in support of activities associated with the response to this further competition are to be borne by the Provider and are not reimbursable by the Contracting Authority.

## Further competition response

Your response should include the following:

- Method Statement (Schedule 1)
- Market Presentation Compliance Statement (Schedule 2)
- Further Competition Checklist (Schedule 3) should be completed and comments added if required.
- Firm prices in sterling for the Goods/Services must be entered on the Pricing Schedule (Schedule 4)
- The completed Schedule of Reserved Information - see guidance attached at Appendix D (Schedule 5)
- The Form of Tender statement (Schedule 6) completed, signed and dated

### **Pricing information should only be included in the Pricing Schedule (Schedule 4).**

Respond to all questions in the Schedules. Alternatively, you may submit a separate document providing the tender cross references the section and paragraph numbers of this invitation to tender.

#### **All sections must be responded to even if simply “Understood” or “Agreed”.**

The Council has indicated a maximum number of words against some questions. The number indicated includes words in any charts, appendices and diagrams which are incorporated into the tenderer's response unless otherwise clearly indicated. In the event that the number of words is exceeded, the Council will only consider the first part of the tenderer's response up to the maximum allowed.

Where any external reference material, such as brochures, specifications and system descriptions, is used to support your tender, any statements within the reference material which may allow change to obligations or reduce liability, such as "specifications subject to change without notice", or other disclaimers will be regarded as void and shall not form part of the contract in the event that the tender is accepted.

Where a particular section of the tender response relates to information given in another section or in external reference material, then you must ensure that the response is clearly cross-referenced. Failure to comply with this will result in the additional reference material not being included in the mark awarded.

#### **A full copy of the full policy wording, including details of any endorsements, conditions, restrictions and exclusions must be provided with the quotation.**

## Evaluation Criteria and scoring methodology

Responses will be evaluated following a two-stage process:

- Stage 1: The Mandatory Requirements for this procurement that potential providers must pass to qualify for consideration in this procurement process. This section is scored as Pass/Fail with only successful providers proceeding through to the next stage of the evaluation process. Any unsuccessful tenderers that fail this stage will be disqualified from the process and their submission will not be evaluated further.

- Stage 2: The Award Criteria for this procurement. Providers should always provide their best possible proposal and answers for each individual criterion. Providers are encouraged to fully explain answers and to provide analytical information backed up by statistical data with reference to the question specifics. Providers should aim to give the evaluator confidence that they can deliver the proposed offer with features and benefits to the Contracting Authority. Unsubstantiated claims will not be given high marks.

Providers response to the questions contained in this section will be evaluated against the criteria below.

<b>CRITERIA FOR FURTHER COMPETITIONS</b>	
<ul style="list-style-type: none"> <li>- Policy Cover</li> <li>- Claims Service quality</li> <li>- Underwriting Service quality</li> <li>- Risk Management Services</li> </ul>	40%
<p>Maximum points will be awarded to the lowest price bidder taking into account any Long Term Agreement discounts and Claims Handling Charges.</p> <p>For bidders that make a 'per claim' charge for Claims Handling Charges your price will be assessed on the total combined cost as follows:</p> <ul style="list-style-type: none"> <li>• 5 property damage claims</li> <li>• 32 personal injury claims</li> <li>• 3 employer's liability claims</li> </ul> <p>plus any additional administration fee.</p> <p>A formula will be used to adjust the scores of all remaining bidders to reflect the percentage difference in price above the lowest bid received.</p> <p>Other Tenderers (higher) overall total costs will be evaluated and given a financial score by dividing the lowest Tenderer's price (L) by the higher price (Ln) and the result multiplied by the maximum score available for that criterion. One total financial score will be awarded to each Tenderer</p>	60%

## Scoring methodology

### Quality evaluation

The methodology given in table below will be used for the evaluation of award criteria  
Scoring for questions will be out of 5 as detailed below.

EVALUATION CRITERIA	AWARD OF MARKS
Exceeded the Specification with identifiable and quantifiable enhancements	5
High standard exceeding the requirements of the specification in one or two areas	4
Acceptable Standard in all areas of the specification	3
Satisfactory standard but failed to reach an acceptable standard in one or more identifiable aspects of the specification.	2
Low Standard which significantly falls short of the specification requirements and is poorly explained.	1
Unacceptable or non-compliant submission which fails to meet the specification requirements and is not explained and/or provided no details.	0

### Price evaluation

Providers are required to complete the Schedule 4 – Pricing Schedule

Submitted prices must remain open until midnight [REDACTED]

Maximum points will be awarded to the lowest price bidder taking into account any Long Term Agreement discounts and Claims Handling Charges.

For bidders that make a 'per claim' charge for Claims Handling Charges your price will be assessed on the total combined cost as follows:

- 5 property damage claims
  - 32 personal injury claims
  - 3 employer's liability claims
- plus any additional administration fee.

A formula will be used to adjust the scores of all remaining bidders to reflect the percentage difference in price above the lowest bid received.

Other Tenderers (higher) overall total costs will be evaluated and given a financial score by dividing the lowest Tenderer's price (L) by the higher price (Ln) and the result multiplied by the maximum score available for that criterion. One total financial score will be awarded to each Tenderer

## Contract Award

Contract award under this procurement will be awarded based on the offer that is the most economically advantageous to the Contracting Authority.

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

If the Authority receives only one Tender in relation to this Further Competition, the Potential Provider will be awarded the Contract provided that they meet the minimum quality threshold requirements.

## Call Off Contract

The Insurance Policy terms and conditions will form the Call Off contract between the Contracting Authority and the awarded Insurance Provider(s)

The Contracting Authority confirms that the applicable law of this contract shall be English Law

Please see attached the Appendix E The Insurance Placement Call Off Terms and Conditions.

## Key Performance Indicators

The performance of the Insurance Placement contract will be managed by the Contracting Authority and regular review meetings will be held between Contracting Authority and the successful provider(s)

A face to face meeting will be held with the successful provider(s) during **first 4 weeks** of the start of the contract. The aim of the meeting will be to mutually agree, and in accordance with the quality statements of the successful provider(s):

- any service level requirements
- timetable for review meetings
- regular reporting and content of reports
- claim handling arrangements
- range of support services including risk management

## Further competition general terms and conditions

Submission must be made strictly in accordance with the instructions contained within this document. Non-compliant tender submissions will be rejected at the Contracting Authorities sole discretion and the Potential Service Provider may be disqualified from participating further.



Submissions must remain valid until midnight on [REDACTED] A submission valid for a shorter period may be rejected.

This document does not purport to contain all of the information that a Potential Service Provider may require and shall not be considered as an investment recommendation made by the Contracting Authority. Information supplied by the Contracting Authority and otherwise is for guidance purposes only and Potential Service Providers must satisfy themselves by their own investigations of its accuracy. The Contracting Authority and/or YPO shall not be held liable for any inaccurate information obtained by Potential Service Providers.

The Contracting Authority reserves the right to:-

- a. cancel all or part of the further competition at any stage at any time
- b. cancel, postpone, suspend or abort the evaluation process at any stage or this procurement in its entirety;
- c. amend, clarify, add to or withdraw all or any part of the further competition invitation at any time during the further competition
- d. not to conclude a contract for some or all of the services (as applicable) for which Tenders are invited; and
- e. require a Potential Service Provider to clarify its response in writing and/or provide additional information (Contracting Authorities reserves the right to reject or disqualify a Potential Service Provider who fails to respond to any such request adequately or by the deadline set by Contracting Authority); and/or
- f. amend the terms, conditions and/or requirements of the further competition process;
- g. the potential provider accepts and acknowledges that by issuing the further competition invitation, the Contracting Authority is not bound to accept a proposal or obliged to conclude a contract with the potential provider at all.

## Confidentiality

Subject to the exceptions set out below, information made available to Potential Service Providers by Contracting Authority is solely for the purpose of this procurement and Potential Service Providers shall not (or allow anyone else to) copy, reproduce, distribute or pass information to any person at any time and shall comply with the following:-

Potential Service Providers shall not use the information for any purpose other than for the purposes of submitting or deciding whether to submit a proposal;

Potential Service Providers shall at all times treat information as confidential; and

Potential Service Providers shall not discuss information or any aspect of this procurement or their Submission with interested stakeholders, nor make any media statement in relation to such matters without the express consent of the Council in writing;

Potential Service Providers may only disclose, distribute or pass information to another person associated with their Submission if:-

- a. this is done for the sole purpose of enabling a Tender to be made and the person receiving the information undertakes in writing to the Potential Service Provider to keep the information confidential, or
- b. the Potential Service Provider obtains the prior written consent of Contracting Authority in relation to such disclosure.

If a Potential Service Provider requests further information by way of a clarification issued through the YPO electronic tendering system, Contracting Authority reserves the right to disseminate such information to the other Potential Service Providers unless it is or contains data that is considered commercially sensitive with respect to the Potential Service Provider who raised the request for clarification.

### **Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”)**

Contracting Authority is committed to open governance and to meeting their legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted may need to be disclosed in response to a request under the Act. The Council may also decide to include certain information in the publication scheme, which the Council maintains under the Act.

If a potential service provider considers that any of the information included in their Submission is commercially sensitive, it should mark the document complete and return with the Submission the Freedom Of Information Exclusion Schedule which can be found at Annex A. Potential Service Providers should be aware that, even where they have indicated that information is commercially sensitive, the Council might be required to disclose it under the Act if a request is received.

Potential Service Providers should also note that the receipt of any material marked ‘confidential’ or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.

### **Amendments to further competition documentation pack**

Contracting Authority reserves the right to issue amendments or modifications to further competition documentation pack at any time during the further competition process.

### **Canvassing**

Any Potential Service Provider who directly or indirectly canvasses any officer, member, employee, or agent of Trivallisor YPO concerning the procurement of this contract, or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or other Potential Service Provider will be disqualified.

## Fraud

Whilst the information in this document, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither Contracting Authority, YPO, nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- a. make representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the further competition documents; or
- b. accepts any responsibility for the information contained in the further competition documents or for its fairness, accuracy or completeness. Nor shall they be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or information contained in any subsequent communication.

Any persons considering making a decision to enter into contractual relationships with Contracting Authority following receipt of the further competition should make their own investigations and their own independent assessment of the Contracting Authority and its requirements for the services and should seek their own professional financial and legal advice.

Any contract concluded as a result of this shall be governed by English law.

## No Inducement or Incentive

The further competition document is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into a contract or any other contractual agreement.

## Collusive Behaviour

Any Potential Service Provider who:

- a. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- b. communicates to any party other than Contracting Authority or YPO the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender, insurance or any necessary security); or
- c. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- d. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or

- e. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to Contracting Authority and/or YPO and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified