



THE LOW CARBON CONTRACTS COMPANY

INVITATION TO TENDER (ITT)

FOR

THE PROVISION OF GENERAL RECRUITMENT SERVICES

REFERENCE: CRN2020-023

The Low Carbon Contracts Company
Fleetbank House
2-6 Salisbury Square
London
EC4Y 8JX

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SECTION A - INVITATION TO TENDER FOR THE PROVISION OF GENERAL RECRUITMENT SERVICES

1. INTRODUCTION

- 1.1. The Low Carbon Contracts Company (LCCC) wishes to select and appoint suitable Contractor(s) for providing general recruitment services.
- 1.2. Tenderers should read the instructions carefully before completing the documentation. Failure to comply with these requirements for completion and submission may result in the rejection of your tender response.
- 1.3. The successful tenderer(s) will be formally notified in writing of the acceptance of their tender by the Low Carbon Contracts Company.

2. Contract / Contract Term

- 2.1. The contract term shall be for a maximum of two (2) years
- 2.2. The exact Commencement Date will be notified in the Low Carbon Contracts Company's written acceptance of the tenderer's tender.

3. Terms and Conditions of Contract

- 3.1. **The Contractor shall be bound by the terms and conditions of the Contract for the provision of general recruitment services as laid out in Section E.**

4. Estimated Tender Timescale

4.1. Estimated timetable

Key milestones	Timetable
Advert and full invitation to tender issued	29 July 2020
Tender clarification deadline	17 August 2020
Tender return deadline	24 August 2020 (12:00pm noon)
Evaluation Period	Aug/ Sept 2020
Contract Awarded	Sept 2020
Contract commencement	Oct 2020

5. TENDER RESPONSES

- 5.1. Tenderers are required to complete and return a response which shall consist of the following completed elements, plus any additional information they wish to submit:-

- 5.1.1. Section C – Technical Proposal
- 5.1.2. Section D – Commercial Proposal/ Pricing Schedule
- 5.1.3. Section F - Form of Tender
- 5.1.4. Section G - Form of Confidentiality Undertaking

5.2. **Technical Proposal**

- 5.2.1. The tenderer's response for Technical Proposal (Section C) will be evaluated independently to the Commercial Proposal of your response (Section D), therefore please ensure that your response to Section C is submitted as a separate file from the Section D.

5.3. **Commercial Proposal and Price Schedule**

- 5.3.1. Tenderers are required to complete and return the Commercial Proposal/ Price Schedule, Section D. Prices shown must be inclusive of all charges including postage, carriage and travelling expenses, but exclusive of VAT.

5.4. **Form of Tender**

- 5.4.1. Tenderers are required to complete and return a copy of the Form of Tender, Section F that has been wet signed, scanned as a PDF file and returned via the LCCC e-sourcing portal with the rest of the tender response.

5.5. **Form of Confidentiality Undertaking**

- 5.5.1. Tenderers shall complete and return an electronic copy of the Form of Confidentiality Undertaking, Section G, as part of the tender response.

5.6. **Parent/Holding Company Guarantee**

- 5.6.1. Tenderers may be required to provide a Parent/Holding Company Guarantee in the format detailed in Appendix 1. The Low Carbon Contracts Company reserves the right to require the completion of such a Guarantee by notification in the Acceptance Letter.

6. **Return of Tenders**

- 6.1. Tenders are to be prepared and presented in the manner specified, which must be returned via the LCCC e-sourcing portal <https://lccc.delta-esourcing.com/> by **12:00pm (noon) on 24 August 2020**.
- 6.2. The tender reference CRN2020-023 should be quoted on all documents.

7. Tenderer's Queries

- 7.1. The Low Carbon Contracts Company is committed to a competitive procurement process in which a level playing field is maintained by the equal availability of information to all tenderers. The Low Carbon Contracts Company shall respond to individual requests for clarification or further information from any tenderer to all tenderers.
- 7.2. All tender enquiries should be sent to the LCCC e-sourcing portal <https://lccc.delta-esourcing.com>. Email sent to personal email box may not be answered.
- 7.3. For technical assistance for using the LCCC e-sourcing portal please contact Delta helpdesk on 0845 270 7050 or access the user guides via the Help section in the portal.
- 7.4. For the purpose of this tender, the Low Carbon Contracts Company's procurement lead is:

Carol Lin, Procurement and Supply Chain Manager
Email: carol.lin@lowcarboncontracts.uk

- 7.5. While tenderers are preparing tenders, they are positively encouraged to obtain further information regarding the goods/service to be provided by the means above to reduce the risk of disqualified tenders and to improve the quality of proposals.
- 7.6. The Low Carbon Contracts Company will endeavour to answer all requests for clarifying information as quickly as possible. The Low Carbon Contracts Company will not guarantee that any requests for clarifying information made within **five (5) working days** prior to the deadline for receipt of tenders will be answered.
- 7.7. The Low Carbon Contracts Company will circulate details of enquiries and of its replies to them, except where the tenderer has indicated that an enquiry is of a commercially sensitive nature, in which case the Low Carbon Contracts Company will either:
 - 7.7.1. treat both enquiry and response confidentially; or
 - 7.7.2. where the Low Carbon Contracts Company disagrees with the tenderer's classification the Low Carbon Contracts Company will invite the tenderer to re-classify or withdraw the enquiry.

8. Criteria for Award

- 8.1. Tenders will be evaluated on quality and financial submissions on a ratio of **60:40**, based on the evaluation criteria set out in 8.10.
- 8.2. A two-stage evaluation approach is used to evaluate the tender responses.
- 8.3. Stage One evaluation: Tenders will be evaluated based on the evaluation criteria set out in 8.10.

- 8.4. Following the conclusion of Stage One, Low Carbon Contracts Company will rank the responses and up to a maximum of six tenderers will be selected to Stage Two based on their highest quality scores.
- 8.5. **Stage Two evaluation:** The shortlisted tenderers will be asked to provide a presentation of the proposed services. The Low Carbon Contracts Company shall provide notice and an agenda and such meetings shall take place at the LCCC office, if possible, or via a virtual meeting.
- 8.6. It is envisaged that the presentation will be held mid to end of September 2020, exact date to be agreed with shortlisted tenderers.
- 8.7. The same quality evaluation criteria (see 8.10.1) will be applied to evaluate the presentation (but different weighting may apply).
- 8.8. Final scores will be calculated by combining the Stage Two quality score and the tendered financial score in order to identify the most economically advantageous tender.
- 8.9. Following the conclusion of the evaluation activity, Low Carbon Contracts Company will rank the responses to identify the most economically advantageous tender(s).

8.10. Evaluation Criteria

Quality Aspect (60%)

8.10.1. The following criteria will be used to evaluate the tenders:

Criteria	Weightings (60%)
Module A: Demonstration of expertise and experience/track record of placing high quality candidates successfully.	15
Module B: Proposed Approach (Sourcing Strategy) including delivery plan	15
Module C: Client relationship management and understanding of good customer service	10
Module D: Demonstration of a clear understanding of the renewables/energy market	20

8.10.2. Each criterion will be given a score of the following:

Scoring Grade	Description	Numerical Score*
Poor		1

	The response approach fails to demonstrate an adequate understanding of the objectives of the tender and fails to	2
Unsatisfactory	The response approach demonstrates only a basic understanding of the objectives of the tender and coverage of the points in the module text is either incomplete or not relevant to the requirements.	3
		4
Good enough	The response approach demonstrates an adequate understanding of our objectives of the tender and adequately covers all the points listed in the module text	5
	The response also adequately demonstrates how the bidder complies with the requirements.	6
Very good	The response approach demonstrates a good understanding of the objectives of the tender, fully covers all the points listed in the module text to a good standard and/or demonstrates innovation, insight or efficiency in provision of the Services. The response also fully demonstrates how the bidder complies with the requirements.	7
		8
Excellent	The response approach demonstrates a comprehensive understanding of the objectives of the tender and fully covers all the points listed in the module text to an excellent standard and/or demonstrates excellent innovation, insight or efficiency in provision of the Services. The response also fully demonstrates how the bidder complies with the requirements.	9
		10

*the scale 10-100 (1-10) will be used in our scoring matrix

Commercial aspect (40%)

8.10.3. A financial model and a baseline value will be established based on LCCC's estimated annual staff attrition. An 'agency search cost' will be calculated in accordance with each tenderer's submitted rates (percentage) offered in Section D Table A.

8.10.4. Each tenderer's financial score will be calculated using the Inverse Price Proportion (IPP) methodology. This means that the lowest evaluation price is divided by each evaluation price in turn, and the resulting value is multiplied by the appropriate weighting.

8.10.5. The financial score formula is described as follows:

$$\frac{(\text{Lowest search cost calculated})}{(\text{Tenderer's search cost})} \times \text{Financial Weighting (40\%)}$$

Worked Example:

Tenderers	Search cost value	Score Calculation	Score Awarded
Tender A	£1,000	(£1,000 / £1,000) x 40	40
Tender B	£2,000	(£1,000 / £2,000) x 40	20
Tender C	£2,500	(£1,000 / £2,500) x 40	16

8.10.6. Schedule D Table B is optional to complete and is used for tenderers to offer additional services if applicable and therefore this section will not be evaluated.

9. Post -tender clarifications

- 9.1. During the evaluation process the Low Carbon Contracts Company may issue clarifications to tenderers. Tenderers should respond to these clarifications within two (2) working days. Tenderers should only provide clarification of existing content in their response rather than introducing new material.
- 9.2. The Low Carbon Contracts Company may at its discretion conduct interviews/ presentation/ clarification meetings/ site visits with tenderers as part of its clarification process. In the event that such meetings are considered by the Low Carbon Contracts Company to be necessary, the Company shall provide notice and an agenda and such meetings shall take place at a mutually agreed time and date.

10. Tender Costs

- 10.1. The Low Carbon Contracts Company will not be liable for any costs you incur in the preparation or submission of your tender including the cost of any aborted tender.

11. Tender Validity

- 11.1. Your tender shall remain open for acceptance for 90 days from the tender return date, in consideration for which the Low Carbon Contracts Company will pay the sum of £1.00 if demanded.

12. Amendments to Tender Documents

- 12.1. At any time prior to the deadline for receipt, the Low Carbon Contracts Company may amend the Tender Documents. Any such amendment will be notified to all prospective tenderers. In order to give prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders the Low Carbon Contracts Company may, at their discretion, extend the deadline for receipt.

13. Modification and Withdrawal

13.1. Tenderers may modify their tender prior to the deadline for receipt. No tender may be modified subsequent to the deadline for receipt. Tenderers may withdraw their tenders at any time prior to accepting the notification of award.

14. The Low Carbon Contracts Company's Right to Accept Any Tender or Reject Any Or All Tenders

14.1. The Low Carbon Contracts Company reserves the right to accept or reject any tender and to abort the tender process and reject all tenders at any time prior to award of the Contract without incurring any liability to the affected tenderers. The Low Carbon Contracts Company is not bound to accept the lowest or any tender made as a result of this invitation and reserves the right to accept all or part of an offer, unless the tenderer expressly stipulates to the contrary.

15. Confidentiality of Tenders

- 15.1. The tenderer must not tell anyone else, even approximately, what its tender price is or will be, before the time limit for delivery of tenders. The only exception is if you need an insurance quotation and/or bond to calculate your tender price: you may give your bank, insurance company or brokers any essential information they ask for, so long as you do so in strict confidence.
- 15.2. The tenderer must not try to obtain any information about anyone else's tender or proposed tender.
- 15.3. The tenderer must not make any arrangements with anyone else about whether or not they should tender, or about their or its tender price.

16. Freedom of Information

16.1. The Low Carbon Contracts Company and The Electricity Settlements Company are public authorities and as such are subject to the provisions of the Freedom of Information Act 2004 (which came into effect on 1st January 2005) and may therefore be required to provide information under the said Act. Tenderers and Contractor(s) should be aware of this obligation and must specify in their response if there is any information they require to remain confidential. This will be honoured if authorised by the Act.

17. Intellectual property

- 17.1. All intellectual property rights in this ITT and all material provided by the Company to tenderers in connection with this ITT shall be and remain the property of the Low Carbon Contracts Company.
- 17.2. The intellectual property in all deliverables shall be owned by the Low Carbon Contracts Company. No third party intellectual property shall be included in any deliverable without the Company's prior written consent.

18. Anti-Bribery

18.1. The Low Carbon Contracts Company requires full compliance with the Bribery Act 2010.

19. Conflicts of Interest

19.1. Tenderers are required to declare in their proposals any conflict or potential conflict of interest and provide clear details of their plan for managing this. It is possible that there may be circumstances where the Low Carbon Contracts Company (in its absolute discretion) considers that such a conflict or potential conflict of interest would not be manageable or acceptable. In which case, the Company may reject the tender.

20. Confidentiality

20.1. Tenders must treat all information supplied in connection with this ITT as strictly confidential. Neither this document, nor any part of it nor any other information supplied in connection with it may, except with the prior written consent of the Low Carbon Contracts Company, be published, reproduced, copied, distributed or disclosed to any person other than in confidence to the recipient's advisers nor used for any purpose other than consideration by the recipient of whether or not to submit a tender.

20.2. By receiving and reviewing this ITT and/or by submitting a tender the tenderer agrees that it has a binding obligation to preserve the confidentiality of all such information / The tenderer shall sign and return the Confidentiality Agreement set out in Section G.

20.3. This ITT and its accompanying documents shall remain the property of the Low Carbon Contracts Company and must be returned promptly (without retaining any copies or reproductions) on demand.

SECTION B - STATEMENT OF REQUIREMENT (SOR)

1. Introduction

- 1.1. The Low Carbon Contracts Company (LCCC) and the Electricity Settlements Company (ESC) sit at the heart of the delivery of the UK's goals for secure, affordable, and sustainable electricity. These two private limited companies, wholly owned by the Secretary of State for Business, Energy & Industrial Strategy (BEIS), were created to deliver key elements of the government's Electricity Market Reform Programme.
- 1.2. LCCC is the counterparty to CFDs, a role which involves management of the contracts as well as the Supplier Obligation Levy that funds CFD payments. Critical to these functions is power price forecasting and settlement activities. In all its operations, LCCC is led by its guiding principle to "maintain investor confidence in the CFD scheme and minimise costs to consumers". LCCC also runs Capacity Market settlement operations on behalf of the ESC. ESC's role is to oversee the settlement of the Capacity Market to ensure that regular payments are made to capacity providers who have agreed to provide capacity at times of system stress. These capacity arrangements help to keep the lights on across Great Britain.
- 1.3. The two companies were set up in August 2014, with around 70 employees. An organogram is enclosed for your information. Details of the company can also be found at our website, see <https://www.lowcarboncontracts.uk/>
- 1.4. LCCC's mission is to implement and develop electricity market schemes by providing independent expertise, insight and leadership.
- 1.5. Our vision is to be at the heart of the delivery of the UK's goals for secure, affordable, and sustainable electricity.
- 1.6. Our Values are:
 - Excellence - Deliverance of quality performance to a high standard first time around – never settling for easy instead of better
 - Diversity – Recognise, value and utilise the difference in the way we work and in our colleagues
 - Dynamic – Driving growth and change in our work and the environment
 - Integrity – Build trust and confidence in our personal and company brand by the way we work internally and externally
 - Independence – Empowered to be independently minded, objective, and impartial to deliver our purpose
- 1.7. For further details on LCCC's vision, strategic objectives, values and relevant information, see
<https://www.lowcarboncontracts.uk/announcement/lccc-annual-report-and-accounts-201819-published>

2. Scope of the Requirement

- 2.1. The Low Carbon Contracts Company (LCCC) are a small but growing organisation responsible for managing the Contracts for Difference (CFDs) awarded under the CFD scheme. In helping us deliver on this requirement, LCCC will continue to develop new roles in the organisation and/or manage our attrition cycle accordingly.
- 2.2. This tender is for general recruitment services (ie. permanent or fixed term roles, role salary below £90k p.a. and pro rata for fixed term roles). The appointed recruitment partner(s) are expected to resource any roles placed with them in accordance with the salary band.
- 2.3. The contract will be for a duration of two years. It is intended that up to four (4) recruitment partners may be awarded the contract.
- 2.4. The purpose is to obtain professional, properly defined and costed propositions and solutions for the provision of permanent and fixed term recruitment directly hired by the organisation.
- 2.5. Recruitment is a dynamic and agile service. Speed, accuracy and agility is important to the LCCC and successful suppliers will be required to demonstrate their ability to deliver these requirements. Likewise, diversity and inclusion are key priorities to ensure we attract, develop and retain the most diverse talent.
- 2.6. All roles are based at LCCC's office in London. LCCC cannot guarantee volumes of work or future spend due to the nature of the requirement. However, based on historical data, the annual spend for recruitment is around £80,000. It is estimated that 8-9 appointments will be required each year.
- 2.7. Tenderers should note that the contract will not provide exclusivity and LCCC will reserve the right to advertise directly via our company webpage (or through other channels such as LinkedIn) as part of our candidate attraction strategy. Our recruitment strategy includes both direct search and selection, and also the use of recruitment partner(s) to meet the recruitment needs of the organisation.
- 2.8. Roles may be given to all recruitment partners for invitation to submit candidates, notified via email with a job description attached. LCCC will hold a vacancy briefing as appropriate either via a conference call or face to face. If more than one recruitment partner submits the same candidate prior to a confirmation to an interview, then the award will be made to the recruitment partner with the lowest search rate as determined by this tender process. All recruitment partner(s) will be given a period of time in which to submit CV's. The quality of the candidate will be determined through the LCCC's recruitment process and subsequent appointment.
- 2.9. The recruitment for this tender incorporates a range of areas of specialism including:

Commercial Contract Management

Modelling and Forecasting
Operational Finance
General Services (HR/ Communications/ L&D etc)
Internal Audit & Risk
IT
Legal Advisor/ Counsel
Strategy and Stakeholder Communications
Procurement
Policy advisor
Office support

- 2.10. Our recruitment partners will need to demonstrate their ability to source these different types of roles, utilising social media, recruitment portals and other means of acquiring the best possible candidates with the right fit for the organisation. Our roles within the organisation can be niche, therefore the requirement is to ensure quality rather than quantity of candidates so that the time to hire is managed effectively.
- 2.11. The recruitment partner(s) shall ensure that all candidates recommended to LCCC have been subject to a Baseline Personnel Security Standard (BPSS) check conducted in accordance with the HMG Baseline Personnel Security Standard comprising of:
 - An identity check;
 - A verification of nationality and immigration status;
 - A verification of employment history;
 - A verification of criminal record; and
 - An unspent Conviction check subject to the Rehabilitation of Offenders Act 1974.
- 2.12. The recruitment partner(s) must be able to demonstrate that all documents (not just those for verification of identity) are checked for authenticity and that candidates are eligible to work in the United Kingdom, supported by an employment history and reference check.
- 2.13. In the event that the successful candidate decides to leave within 12 weeks (probation period) of the date of commencement then, at the option of LCCC, the recruitment partner that placed the candidate shall offer one replacement candidate, usually within two weeks in accordance with the Job Description provided at no extra cost, or it shall refund the fee paid less a proportionate amount for the period worked by the candidate (calculated to the nearest week). eg. If the placement fee was £12,000, and the initial candidate left after 8 weeks (out of 12 weeks), £4,000 would be refunded to LCCC.
- 2.14. The type of activity expected in relation to a campaign/assignment would typically include, but not be limited to:

- candidate search
- effective representation of the Low Carbon Contracts Company with regard to the campaign/assignment
- a solid foundation of candidate research
- appropriate advertising of vacancies
- thorough response handling

- the provision of long and graded short lists, with bespoke appraisals of candidates
 - notification of successful and unsuccessful applications
 - candidate feedback
 - negotiation (or providing advice and guidance for) remuneration
 - candidate assessment e.g. psychometric services to identify organisation fit (where relevant)
 - de-brief of the campaign/assignment with lessons learned
 - a full audit trail
 - the provision of other value-added services
 - a commitment to delivering results
 - Promotion of LCCC's Employee Value Proposition (EVP)
- 2.15. LCCC also expects the recruitment partner(s) to be committed to equality of opportunity and the provision of diversity during the recruitment and selection process.

3. Contract Management and Reporting

- 3.1 The appointed recruitment partner(s) will provide management information (MI) throughout each campaign e.g. number of applications received by vacancy, offers accepted/ rejected, time to fill, resourcing routes taken, ratio of applications to interview and offer, diversity information and other MI request as outlined within the campaign and agreed with the supplier. The appointed partner shall gather and make available relevant market intelligence and trend information that will offer value to LCCC including emerging good industry practice.
- 3.2 The appointed recruitment partner(s) shall provide a dedicated single point of contact whom LCCC shall liaise with. The contact will support building a professional relationship with LCCC's HR team and will be the communication point regarding the recruitment to cover; job description and role requirement, timeline, interviewing, offers process and any on-boarding.

4. Innovation and business continuity

- 4.1 On an on-going basis, the appointed recruitment partner(s) shall be required to monitor the market for technological advances/changes and suggest improvements to the systems used as part of the delivery of the service under the Contract / Framework. However, LCCC reserve the right to either accept or decline such suggestions at their discretion.
- 4.2 The appointed recruitment partner(s) shall be required to demonstrate that they have a robust Business Continuity & Disaster Recovery Plan in place from the commencement date and for the duration of the Contract / Framework.

5. Task/Work order and Payment procedure

- 5.1 A task/work order will be issued to the Contractor for each piece of work ordered by LCCC.
- 5.2 Invoices will be paid by LCCC, 30 days following receipt of a valid and undisputed invoice referencing a valid purchase order number and relevant task order reference containing key information for the particular recruitment activity.
- 5.3 Prior to issuing the invoices, the Contractor must be sure that the invoices are correct and that all the information therein is accurate. Failure to provide correct and accurate invoices will delay the payment process at the Supplier's expense.

SECTION C - TECHNICAL PROPOSAL

1 General

1.1 The following section is designed to satisfy LCCC that you have the technical ability and the management controls to perform this contract efficiently, reliably and cost-effectively.

1.2 Responses to this Section C Technical Proposal will be evaluated independently of the responses to Section D Commercial Proposal. Please therefore ensure that your response to this section is submitted as a separate/new file, using the filename format: '(Company Name maximum six letters) Section C'

1.3 Tenderers are invited to submit the proposal with no more than **20 pages per lot** (A4-side page, font 12, including appendices, diagrams, tables or lists. Images can be used.)

1.4 Please note that the tenderers **must** be a recruitment company, and can demonstrate the capability to deliver high potential candidates at the range of roles required.

1.5 Tenderers should structure their submission in the following way (Module A-D) and submit all requirements as indicated below (i.e.. evaluation criteria 8.10.1), demonstrating their capabilities in accordance with Section B Scope of Requirements.

A case study format (either one case study for all modules or for each module) should be used to outline the requirements listed below for Module A to D to showcase suitability.

Module A – Demonstration of expertise and experience/track record of placing high quality candidates successfully 15%

Tenderers must set out in detail how their relevant skills and knowledge will be utilised in the performance of the contract. This will include experience in similar recently placed appointments and the relevant experience of the search team proposed for involvement in the assignment, and how they will add value in delivering against the requirements.

Your experience should include recruitment success (candidates appointed not just campaign participation) in roles in similar/relevant organisations, outlining the key points of attraction to support the client.

Tenderers should set out if they are members of specialist professional bodies and show associated accreditations or quality marks.

Module B – Proposed approach (Sourcing Strategy) including delivery plan 15%

Tenderers should outline the search methodology and recruitment processes to be adopted and how they will source and attract candidates with an appropriate project plan to agreed timescales.

Tenderers should outline the techniques and tools they would use to support the candidate journey, showing proactive talent management and understanding of LCCC's culture and values in selling the proposition to prospective candidates. In addition, the provision of remedial actions where it has not been possible to: identify suitable candidates; secure the services of selected candidates; or retain an appointee for a specified period following take-up of role e.g. the re-running of a campaign when a candidate accepts but fails to take up a role.

Due to changing working environments brought about by the Covid 19 pandemic, LCCC are looking to adapt as a business and continue to work in an agile way. Tenderers should outline how they would ensure a smooth candidate journey, offering quality candidates in line with government guidelines and social distancing measures. This will include the approach to assessing candidate suitability against the requirements/descriptions to ensure a successful hire.

Tenderers are also required to state clearly the payment milestones/ schedule desired, and a robust Business Continuity & Disaster Recovery Plan (for the recruitment services) should be included.

Module C – Client Relationship Management and understanding of good customer service 10%

Tenderers must set out in detail how client relationship and service level can be maintained (such as client events, market and industry knowledge).

Tenderers should outline the commitment to service levels and procedures, including management information reporting and the use of any market intelligence and analytics.

Tenderers must set out how they will build a successful strategic relationship with LCCC to ensure individual requirements are met throughout the duration of the contract, ensuring optimum success of service delivery,

Tenderers should outline how they will review and consistently improve the candidate experience for LCCC during the course of the contract, including their approach to obtaining and evaluating LCCC and candidate feedback during the recruitment process and how they will measure success and the experience of candidates.

Module D: demonstration of a clear understanding of the renewables/ energy market 20%

Tenderers should set out their market knowledge, showing depth and breadth of the particular candidate market within the renewable and energy sector.

Tenderers should set out their understanding of the market context in which LCCC operates, outlining how they would offer any insights relevant to the sector when considering sourcing plans.

SECTION D - COMMERCIAL PROPOSAL AND PRICING SCHEDULE

1 General

- 1.1 As part of the response, tenderers shall provide pricing information in accordance with Section B Statement of Requirement and Section C Technical Proposal.
- 1.2 Responses to the Section D Commercial Proposal/ Price Schedule will be evaluated independently to the Technical Proposal. Please therefore ensure that your response to this Section is submitted as a separate file.

2. Insurance

- 2.1. Please enclose documentary evidence from your current insurer(s) or registered insurance broker of the insurance policy or policies intended to be effected for the duration of the proposed Contract, namely:
 - 2.1.1. Public Liability - the Low Carbon Contracts Company requires a limit of indemnity of not less than £5m for each and every incident and unlimited in the aggregate.
 - 2.1.2. Employers Liability - the Low Carbon Contracts Company requires a limit of indemnity in accordance with the Employers Liability (Compulsory Insurance) Regulations 1998. The cover must provide indemnity to principle.

3. Anti-Competitive Practices

- 3.1. In the last three years, has your company ever been charged with anti-competitive practices, price-fixing, bid-rigging, or bribery?
- 3.2. If your answer to 3.1 is yes, please provide information regarding the remedies made.

4. Price Schedule

- 4.1. Tenderers will be required to submit their applicable costs in Table A below.
- 4.2. Prices quoted are to be in £Sterling strictly net and inclusive of **ALL** costs associated with the provision of the service, including training, communication, travel and subsistence etc. The prices quoted will be exclusive of any UK Value Added Tax (VAT).
- 4.3. The prices tendered shall remain fixed for the duration of the contract.

5. Pricing Schedule

Table A

Roles*	Description	agency placement rate %
(i)	General/ Middle Management ~ salary from £45,001- £90,000	25%
(ii)	Administration/ office support ~ salary from £20,000- £45,000	20%

*Tenderers can offer one or both categories (the highest rate will be used for evaluation purpose).

Table B (optional to complete)

Tenderers are welcome to propose additional services to LCCC (e.g. temporary staff etc)

Services	Description	Placement rates % / £
	Tenderers to add	

Signed.....  Name..... ALFRED MAYAKI

Tel:..... 07468660952 Email address alfred.mayaki@ibreruitment.com

Position Senior Executive Recruiter

On behalf of the company IB Recruitment Services Limited

SECTION E - TERMS AND CONDITIONS

See separate document titled Schedule 3

The awarded contractor shall be bound by the terms and conditions of the Contract as laid out in Schedule 3.

PLEASE NOTE THAT THIS DOCUMENT MUST BE WET SIGNED, SCANNED AS A PDF FILE AND RETURNED AS AN ELECTRONIC COPY WITH THE REST OF THE TENDER RESPONSE DOCUMENTS.

SECTION F - FORM OF TENDER

To: The **Procurement and Supply Chain Manager**, Low Carbon Contracts Company Ltd Fleetbank House, 2-6 Salisbury Square, EC4Y 8JX

1. I/We the undersigned do hereby contract and agree on the acceptance of this tender to supply goods and/or services to the Low Carbon Contracts Company for **the provision of general recruitment services** at the rates or prices specified in the Price Schedule Section D.
2. Conditions of the Contract. I agree that this tender and any Contract that may result from it shall be based upon the documents listed below:-
 - (1) Invitation & Instructions to Tender (Section A)
 - (2) Statement of Requirement (Section B)
 - (3) Technical proposal (Section C)
 - (4) Completed Technical Proposal (Section C)
 - (5) Price Schedule (Section D)
 - (6) Completed Price Schedule (Section D)
 - (7) Conditions of the Contract (Section E)
 - (8) Form of Tender (Section F)
 - (9) Completed Form of Tender (Section F)
 - (10) Form of Confidentiality Undertaking (Section G)
 - (11) Completed Form of Confidentiality Undertaking (Section G)
 - (12) The Low Carbon Contracts Company's Acceptance Letter and any agreed correspondence referenced therein
 - (13) Any special conditions agreed and confirmed in writing on the Low Carbon Contracts Company Order Form(s).
3. I/We understand that you are not bound to accept the lowest bid or any tender you may receive.
4. I/We agree that any Contract that may result from this tender shall be subject to the law & jurisdiction of the Courts of England.
5. I/We agree to hold this tender open for acceptance for a period of 90 days from Tender Return Date in consideration for which the Low Carbon Contracts Company shall pay me/us the sum of £1.00 if demanded. I/We understand that until such time as the Low Carbon Contracts Company formally accepts this tender in writing no other contract or obligation (including without limitation the costs of any abortive tender) shall exist between us.
6. I/We agree that any other terms and/or conditions and/or any general reservations which may be printed on any correspondence emanating from me/us in connection with this tender, shall not be applicable to this tender or to the Contract .
7. I/We confirm that I/we am/are of sound financial standing and have and will continue to have sufficient capital, skilled staff, equipment and other resources available to provide the Goods/Services.

8. I/We confirm I/we have full power and authority to enter into the Contract / Contract and ability to provide the Goods/Services.
9. Bona Fide Tender. I/We certify that this is a bona fide tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts: -
 - (i) Communicate to a person other than the person calling for this tender the amount or approximate amount of the tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations and bonds required for the preparation of the tender;
 - (ii) Enter into any agreement or arrangement with any other person that s/he shall refrain from submitting a tender or as to the amount of any tender to be submitted;
 - (iii) Offer or pay or give or agree to pay 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 Contract any act or thing of the sort described above.
10. In this Form of Tender, the word "person" includes any person or any body or association, general or un-ingeneral; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

Note: This Form of Tender must be signed by a director or responsible official in the case of the company, or by a partner or principal in the case of a private firm not being a company.

Signed 

Name (BLOCK CAPITALS) **ALFRED A. MAYAKI**
 in the capacity of **Senior Executive Recruiter EMEA**

duly authorised to sign tenders for and on behalf of:

Name of Tenderer **IB Recruitment Services Limited**

Postal Address **218 Cator St. London England**

.....
 Postcode **SE15 5GJ** Date **14 Aug 2020**
 Telephone No **07468660952** Date

SECTION G - FORM OF CONFIDENTIALITY UNDERTAKING

Provision of general recruitment services
ref: CRN2020-023

To: **The Procurement and Supply Chain Manager**, Low Carbon Contracts Company Ltd

TENDERER'S UNDERTAKING IN RESPECT OF CONFIDENTIALITY AND CANVASSING

We, hereby undertake as follows:

1. to treat all information contained in the following as strictly private and confidential:
 - i. the Invitation to Tender (ITT) document, complete with all appendices and schedules;
 - ii. all telephone conversations, meetings and correspondence with the Low Carbon Contracts Company or its Advisors;
 - iii. any other information gained from any other contact whatsoever made with the Low Carbon Contracts Company, its Officers, employees, representatives or agents;
2. to ensure that the ITT or any other documents relating to the project are only ever made available to a Tenderer who has entered into this undertaking and its directors, employees and professional advisers and/or financiers who are directly involved in the process of submitting a Tender;
3. to ensure that the ITT or any other documents relating to the project are not copied in whole or in part, reproduced, distributed or otherwise made available to any third parties in any circumstances nor use them for any purpose other than that for which they are intended by the Low Carbon Contracts Company without the prior written consent of the Low Carbon Contracts Company; and
4. to ensure that we do not undertake any publicity activities with any section of the media in relation to the Project without the prior written consent of the Low Carbon Contracts Company.

The above undertaking does not apply to any information which is or becomes publicly available or is shown by reference to written records to have been properly obtained from a third party (in each case otherwise than through a breach of any confidentiality undertaking).

We also hereby undertake that neither we nor any person employed by us or acting on our behalf will canvass or solicit any Member, Officer or Employee of the Low Carbon Contracts Company and the in connection with the tendering process for the Service.

We understand and accept that this letter shall continue in full force and effect unless specifically repealed by the Low Carbon Contracts Company in writing and agree to be legally bound by all the undertakings in this letter.

Name: ALFRED A. MAYAKI Title: Senior Executive Recruiter
Organisation: IB Recruitment Services Limited

APPENDIX I - PARENT/HOLDING COMPANY GUARANTEE**(Information for Tenderers - Sample Only)**

REFERENCE: CRN202*/***

THIS DEED OF GUARANTEE is made the _____ day of _____ between _____ ("the Guarantor") whose registered office is at _____

_____ of the one part and The **Procurement and Supply Chain Manager**, Low Carbon Contracts Company Ltd Fleetbank House, 2-6 Salisbury Square, EC4Y 8JX of the other part.

WHEREAS: -

(i) _____ ("the Contractor")
whose registered office is at _____

has executed on the _____ day of _____
an Agreement ("the Contract") with the Low Carbon Contracts Company Ltd for the Provision of *****add contract title) and the Low Carbon Contracts Company Ltd has executed the Contract in consideration inter alia of the Contractor procuring this Deed by the Guarantor.

(ii) The Guarantor is the parent company of the Contractor.

(iii) The Guarantor agrees to guarantee the performance by the Contractor of its obligations under the Contract in accordance with the terms and conditions hereinafter appearing.

NOW THIS DEED WITNESSES as follows: -

1 In consideration of the Low Carbon Contracts Company Ltd agreeing to enter into the Contract with the Contractor the Guarantor guarantees to the Low Carbon Contracts Company Ltd the punctual true and faithful performance and observance by the Contractor of all the obligations terms and conditions on its part to be performed and observed under the terms of the Contract and any extension or amendment thereof and binds itself properly to perform and observe or cause to be performed and observed any such obligations terms and conditions which the Contractor shall fail to perform and observe.

2 The Guarantor hereby agrees to indemnify and keep indemnified the Low Carbon Contracts Company Ltd against all losses damages costs and expenses which may be incurred by the Low Carbon Contracts Company Ltd by reason or in consequence of any failure by the Contractor punctually truly and faithfully to perform and observe all or any of the obligations terms and conditions on its part to be performed and observed under the terms of the Contract and any extension or amendment thereof.

3 The Guarantee and Indemnity hereby given shall not in any way be discharged nor the liability of the Guarantor hereunder be affected by any alteration to or variation of the Contract or by any time or any other indulgence granted to the Contractor by the Low Carbon Contracts Company Ltd or by operation of the law and if this

Guarantee and Indemnity shall not operate for any reason as a Guarantee the Guarantor shall nevertheless be liable as principle in respect of the Indemnity.

4 This Deed shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.

Executed as a Deed by the Parties on the date which first appears in this instrument.

THE COMMON SEAL of _____
was hereunto affixed by Order of the
Board in the presence of: -

Director
Secretary

The COMMON SEAL of the Low Carbon Contracts Company Ltd
was hereunto affixed in the presence of: -

Head of Legal

DATED

END