

Tender Documents: 323

The Centre for Process Innovation

Permanent Health Insurance

(Income Protection Insurance)



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1. INVITATION TO TENDER

- 1. You are invited by The Centre for Process Innovation Limited (from now on referred to as CPI) to submit a tender for **Permanent Health Insurance (Income Protection Insurance)**, as described in the TENDER SPECIFICATION.
- 2. It is highly recommended that you <u>register your interest</u> in tendering for this piece of work on receipt of the Tender Documents. Registering your interest in tendering for this piece of work can be done by email or in writing to the contact given in INSTRUCTIONS TO TENDERER paragraph 10.3 below, but an expression of interest shall not of itself be a formal tender submission. Note that it is the Tenderer's responsibility to ensure that the contact details provided at this stage are correct and up to date throughout the tender process.
- 3. Please read all the documents listed in the BINDING OFFER and seek guidance from the named contacts as appropriate if you have any queries. Should you be successful, these documents and any subsequent correspondence between you and CPI will form a binding contract between you and CPI.
- 4. The BINDING OFFER must be completed and returned with your submission.
- 5. Technical information about this contract can be obtained through the contact as stated in the TENDER SPECIFICATION.
- 6. Throughout this document, the expressions "Tenderer", "You", "We" and "our" (as the context requires) refer to the legal person who wishes to contract with CPI, whether they are an individual, partnership, company, or any other valid legal entity in any jurisdiction, and such expressions do not refer to the individual who is completing this documentation on behalf of the Tenderer.

Note: This project is part funded by the European Regional Development Fund (ERDF) Competitive Programme 2007-2013.

2. INSTRUCTIONS TO TENDERERS

1. Confidentiality of Tenders / No Collusion

- 1.1. All tender documents are PRIVATE AND CONFIDENTIAL. All information concerning the tendering or performance of this contract is to be treated as <u>highly</u> confidential, and for the avoidance of doubt, all ownership and intellectual property rights concerning all aspects of this tender remain fully with CPI.
- 1.2. Please note the following requirements, any breach of which will invalidate your Tender:
 - 1.2.1. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award.
 - 1.2.2. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
 - 1.2.3. You must not make any arrangements with another party about whether or not they should tender, or discuss details of Tender prices except where Tenderers are considering joint or team bids, which will be accepted providing all participants to the discussions surrounding the bid are clearly stated in the tender response.
 - 1.2.4. Tender documents must not be sent by email before the specified deadline as this will invalidate the tender.

2. Binding Offer

- 2.1. The BINDING OFFER must be completed, signed and submitted in accordance with these Instructions together with your detailed Response to Tender prepared under paragraph 14 below. All documents connected with the tender must be completed in English, fully priced in Pounds Sterling and totaled. The documents should either be typed or completed in ink.
- 2.2. There should be no unauthorised alterations or additions to any component of the tender documents. Prices etc. may be altered by striking through the incorrect figures and inserting the correct figures above them. All alterations must be initialed.

3. Qualifications

3.1. Tenders must be submitted in accordance with the tender documents. CPI may not consider any tender which is disqualified by any terms or conditions of contract submitted by you, or general reservations, however expressed.

4. Incomplete Tenders

4.1. CPI may not consider tenders that do not contain all information and particulars requested.

5. Performance

5.1. It should be clearly stated that performance and delivery of the goods and/or services offered in your Response to Tender will be in full compliance in terms of quality, time and completeness as specified in these documents. Time of delivery is of the essence. Where so specified in the TENDER SPECIFICATION it is a condition of the contract that you will provide any applicable performance bond, parent company guarantee or submit to any applicable escrow mechanism.

6. Enquiries

- 6.1 All requests for clarification or further information in respect of this Tender should be emailed to e-tendering@uk-cpi.com with the Tender reference number in the title of the email.
- 6.2 If CPI considers any question or request for clarification to be of material significance, both the question and the response will be communicated, in a suitably anonymous form, to all Potential Providers who have expressed an interest in the tender; or those that show an interest before the closing date of the tender.

7. Variant Tender(s)

- 7.1. CPI will only accept variant tenders (at its sole discretion) if they meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet and exceed all criteria of the TENDER SPECIFICATION).
- 7.2. Variant tenders will be evaluated against the published evaluation criteria.
- 7.3. Variant tenders submitted which do not meet the minimum specification detailed in the TENDER SPECIFICATION (or in the absence of a defined minimum specification in the TENDER SPECIFICATION, meet all criteria of the TENDER SPECIFICATION) will be deemed non compliant.

8. Prices

- 8.1. All unit rates and prices must be quoted in Pounds Sterling and decimal fractions of a pound. There is no restriction on the number of decimal places, but the product of multiplying the rate by the quantity must be expressed in Pounds Sterling and whole Pence.
- 8.2. Your Tender Price or Rates <u>must</u> be fixed for the period of the contract.

9. Value Added Tax (VAT)

9.1. Tendered prices must exclude VAT. Where indicated VAT should be shown separately. Invoices must show VAT separately.

10. Submission of Tenders

- 10.1. Three hard copies of your tender and proposals must be delivered no later than **12 noon on** *Tuesday 23rd April 2012.* One copy on CD should be mailed at the same time
- 10.2. Please be aware that we cannot accept tender submissions by e-mail. Please also note that we cannot under any circumstances accept electronic copies of tenders in lieu of hard copies.
- 10.3. Hard copies of Tenders must be sealed in an envelope clearly marked "TENDER DOCUMENTS ENCLOSED" and the TITLE and NUMBER OF THE TENDER must be identified on the Envelope and returned to:

Confidential Tender Documents
For the Attention of <u>David Cooper</u>
The Centre for Process Innovation
Wilton Centre, Wilton
Redcar
TS10 4RF

Email: e-tendering@uk-cpi.com

- 10.4. CPI reserves the right to reject any tender received after the Tender Deadline for whatever reason. It is recommended that tenders be sent by registered post; recorded delivery service; Datapost or delivered by hand. The envelope, including the franking, and any associated paperwork delivered with the tender envelope must not identify the sender.
- 10.5. Please consider the environment, where possible we would appreciate double sided printing, the use of recycled or sustainably sourced paper and copies being bound with re-usable binders

11. Tender Validity

- 11.1. Tender(s) should remain open for acceptance for a minimum of 90 days from the Tender Deadline or for such other period as may be specified by CPI.
- 11.2. The contract shall be for a period as required for delivery of goods and/or services, plus meeting obligations for guarantee of performance, as detailed in the TENDER SPECIFICATION and unless terminated or extended by CPI.

12. Right to Accept Portion of Tender; Lowest or Any Tender

12.1. Unless stipulated otherwise by the Tenderer, CPI reserves the right to accept any part of the tender. CPI is not bound to accept the lowest tender, or any tender, or part thereof.

13. Conditions of Contract

13.1 CPI recognises that the terms and conditions of each policy will differ depending upon which company is successful in this tender. As such CPI will evaluate each company's terms and conditions as part of this tender process and the terms and

conditions provided by the successful tenderer will form the contractual terms of this contract.

14. Response to Tender

- 14.1. Your Response to Tender should explain in detail how you would propose to provide the services as outlined in the Specification. In preparing this, reference should be made to the Additional Information requirements below.
- 14.2. The Response to Tender should cover where appropriate:-
 - a) Brief details of the company, including relevant experience, number of staff employed in the UK and overseas, and number of clients whom PHI is provided to by your company.
 - b) Confirmation on whether this is a direct application or through a Broker. If through a Broker please provide details of the engagement process between CPI, Broker and Supplier.
 - c) Pricing plan, covering a fixed cost or rate p.a. (based upon CPI salary cost profile) for a two year period and an additional one year if required.
 - d) PHI Policy details, including relevant terms and conditions (including exclusions, definition of incapacity, % cost coverage e.g. 80%, etc.)
 - e) Details of salary cost covered by the insurance e.g. pre-tax salary, car allowance, NI, pension, etc.
 - f) Details of the process that CPI must undertake to instigate a policy, including an expected start date from contract award.
 - g) Details of your claims process should an employee need to claim under the insurance and how the benefit is administered.
 - h) Details of quality assurance (QA) system complying with the requirement of ISO 9001 and to what part or parts of the organisation this applies. If ISO 9001 is quoted then details of which part or parts are held should be quoted.
 - i) Details of any relevant Environmental Policy or Corporate Social Responsibility policy held by the company.
 - j) Confirmation that three (3) years audited accounts can be made available to view, if requested by CPI.
 - k) Copies of your company insurances held.
 - I) Proposed payment schedule
 - m) Details of any items to which you have answered YES in Paragraph 2 of the BINDING OFFER
 - n) Your response to the information requested in Section 3, Clause 1.3.

15. Cancellation

15.1 CPI reserves the right to cancel or withdraw this Tender at any stage.

16. Exclusion of Liability

16.1 CPI shall not be held liable for any costs incurred in preparing or re-preparing your tender submissions.

17. Complaints

17.1 If you have a complaint or grievance regarding this procurement process please contact:

Louise Barker Funding and Compliance Manager Centre for Process Innovation Wilton Centre, Wilton REDCAR TS10 4RF

Email: louise.barker@uk-cpi.com

Tel. 01642 447275

3. TENDER SPECIFICATION

1. Scope of Services

1.1 Introduction to CPI

The Centre for Process Innovation Limited (CPI) is a company limited by guarantee, and a not-for-profit organisation in receipt of public funds from the EU and UK government for specific projects. It is also the major partner in the UK's recently formed High Value Manufacturing Catapult national innovation centre of excellence, funded by the Technology Strategy Board under the control of the Department for Business, Innovation and Skills.

CPI was set-up in April 2004 to address innovation in the process industries which is a major and key industrial sector for the UK's future. The CPI business model has already delivered substantial benefit because it links the needs of business to CPI assets and technology expertise in two main technology areas:

- Advanced Manufacturing for the Process Industries CPI develops advanced manufacturing technologies for the process industries. Markets served include energy, high value chemicals, carbon capture and pharmaceuticals. This business unit is home to the National Industrial Biotechnology Facility.
- Printable Electronics CPI is home to the National Printable Electronics Centre where we transfer experimental processes to manufacturable products. It targets barrier coatings, advanced material deposition processes, printable electronic materials, printable circuits for high resolution display and smart packaging applications, solid state lighting and organic photovoltaics.

CPI has a wholly owned subsidiary, CPI Innovation Services Limited (CPIIS), which is its commercial trading arm and offers contract research and development services, customer development projects, equipment access and consultancy on a normal commercial basis.

For the purpose of this tender, the Income Protection Insurance is for employees employed in CPI and CPI Innovation Services.

1.2 Requirements

CPI is seeking a provider of Permanent Health Insurance (PHI), which is also known as Income Protection Insurance, to support its current benefits package. CPI wishes to purchase the insurance for an initial period of two years and this may be increased by a further year.

Based upon the research that CPI has already conducted of the PHI market, CPI would prefer it if the insurer did not require the completion of individual staff health assessments. However, if this is not the case then please provide details of how you would manage this process.

To enable CPI to compare different insurance policies, please breakdown your tender response into the following categories and detail your offering for this contract. Please

also include all of the information requested in Section 2, Clause 14; Response to Tender.

• Eligibility

Please define the eligibility criteria.

Eligibility Ages

Please define the minimum and maximum age criteria.

Part Time Worker Eligibility

Please define the minimum amount of hours before a part time employee becomes eligible, if so, explain the reason behind this decision.

Qualifying period

Please define your qualifying period and terms, or explain how we can set up our qualifying period terms.

Maximum Insured Benefit

Please define the maximum amount of cover available (% of salary). Identify whether this includes: pension, national insurance and additional benefits such as car allowance.

Scheme Earnings

Please explain how your scheme earnings work.

• Benefit Termination Date

Please define your maximum termination date i.e. is this above the retirement age.

Entry

Please define your entry process, i.e. what period of the year can we make applications for new employees. How are new entries administered etc.

Benefit Alterations

Please define in what period of the year we can make alterations to the benefit terms and what the process is for any alterations.

Incapacity Definition

Please define your incapacity terms and how it is managed.

Exemptions

Please confirm whether there are any medical exemptions, including:

- 1. Pre- existing or current medical conditions.
- 2. Minor or major conditions, i.e. minor conditions such as; operations, or major conditions such as; terminal illness etc.

Free Limit

Please explain the term free limit, what is the free limit amount, and does this free limit exempt all employees from undertaking a medical assessment?

• Conditions for Renewal or Cancellation

Any Other Information Pertinent to This Contract

1.3 Further Information

Due to confidentiality reasons, CPI has withheld a limited amount of company information from this tender. However, all relevant information which has not been disclosed in this tender document will be released to companies who register an interest as per Section 1, Clause 2.

2. Evaluation of Tenders

2.1 Bids evaluation will take into account:

Cost	50%
Benefits Package	20%
Policy Terms and Conditions	20%
Methodology/Approach to meet CPI's requirements	10%

2.2 CPI reserves the right to hold clarification interviews with any of the bidders as part of the evaluation process.

3. Contacts

3.1 If you have any questions concerning the tender please email: e-tendering@uk-cpi.com

4. CONTRACTUAL TERMS

1. Contractual Terms

CPI recognises that the terms and conditions of each policy will differ depending upon which company is successful in this tender. As such CPI will evaluate each company's terms and conditions as part of this tender process and the terms and conditions provided by the successful tenderer will form the contractual terms of this contract.

5. BINDING OFFER

Tender For: Permanent Health Insurance (Income Protection Insurance)

Tender number: - 323

Company Name (Lead company if joint bid)	
Registered office address	
Postcode	
Company number and VAT number	
Name of main contact	
Address (if different from above)	
Postcode	
Telephone number	
Email	
Total Bid Price (including expenses but excluding VAT)	£
and/or Hourly Rate (if applicable)	
Where did you read about this Tender?	CPI Website: Mytenders.org: OJEU: Other:

1. Declaration of non-criminality and of non-automatic disqualification under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(1)

We have checked the requirements of the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(1) ("the Regulation") as amended and updated from time to time, and hereby declare and certify that the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company) has not been convicted in any jurisdiction of the European Union of any of the offences listed in the Regulation (including but not limited to offences of conspiracy, corruption, bribery, fraud, theft, destruction of evidence, money laundering, tax offences, professional offences, or any offence listed in the Regulation), and hereby agree that if this declaration is false in any way that we hereby indemnify CPI in full and hold CPI indemnified in full against all costs claims expenses and losses that CPI may incur or suffer as a result of such false declaration, including but not limited to: legal costs, costs of defending and/or settling any claim, costs of re-tendering, financial penalties.

2. 2. Declarations regarding discretionary disqualifications under the Public Contracts Regulations 2006 (SI 2006 No.5) Regulation 23(4)

Do any of the following circumstances as set out in the Public Contracts Regulations 2006 (SI 2006 No. 5) Regulation 23(4) apply to the Company named in this BINDING OFFER (and/or its directors, and/or any other person who has powers of representation, decision or control of such Company)?

Please circle as applicable:

- (a) being an individual is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state; **Yes / No / NA**
- (b) being a partnership constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; **Yes / No / NA**
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar procedures under the law of any other state; Yes / No / NA
- (d) has been convicted of a criminal offence relating to the conduct of his business or profession; **Yes / No / NA**

- (e) has committed an act of grave misconduct in the course of his business or profession; **Yes / No**
- (f) has not fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established; **Yes / No**
- (g) has not fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established; **Yes / No**
- (h) is guilty of serious misrepresentation in providing any information required of him under this regulation; **Yes / No**
- (i) in relation to procedures for the award of a public services contract, is not licensed in the relevant State in which he is established or is not a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member. **Yes / No**

If any answer to 2 (a) to (i) is YES please give full details in the Tender Response including of any court actions and/or industrial tribunal hearings.

3. Declaration of Binding Offer

We have read the documents a), b), c), d), e), f) and g) listed below which we have examined, understand and accept and we offer to supply the goods and/or services specified on the basis set out Paragraph 4 below, at the rates or prices quoted, and we hereby agree that our tender is a legally binding offer, which upon acceptance in writing by CPI shall form a legally binding contract between us and CPI on the basis set out in Paragraph 4 "Agreed Contract" below.

4. Agreed Contract

We agree that this tender and the contract which will result from it, if we are successful, shall be made up of the provisions in the documents listed below:

- a) Invitation to Tender
- b) Instructions to Tenderers
- c) Tender Specification
- d) Binding Offer
- e) Response to Tender
- f) The Contractual Terms
- g) CPI Purchase Order

all of which shall apply to the successful tender.

Where a model contract is set out in the CONTRACTUAL TERMS we agree that if we are successful with this tender, we shall promptly after the final award of the contract execute such model contract without requesting amendment, and agree that until such model contract is prepared and executed, this tender if accepted by CPI shall constitute a binding contract as set out above.

5. Law

We agree that any contract that may result from this tender shall be subject to the law of England.

6. Confidentiality / No Collusion

We declare that we have abided by the Confidentiality of Tenders / No Collusion requirements set out in the Instructions to Tenderers.

7. Offer Validity

All of this Binding Offer (including but not limited to the prices quoted) is valid for acceptance and cannot be withdrawn by us for 90 days from the tender return date.

Signed:	Date:	
Print Name:		
Position:		
	ed to sign tenders for and on behalf of: ne of the Tenderer in BLOCK CAPITALS)	
Postal Addre	SS.	
Telephone N	0	••••