

INVITATION TO TENDER
TENDER INSTRUCTIONS RELATING TO
THE PROVISION OF
HERITAGE PROJECT MANAGER
DATE: 26 January 2024
DEADLINE FOR RECEIPT OF TENDER: 09 February 2024



INSTRUCTIONS

1. ABOUT COMMONSENSE INITIATIVE

Common Sense Initiative (CSI) offers life skills and growth opportunities for individuals and groups. **CSI** has expertise working with young people and women.

Since the 'Crossing the Line' project in 2018 Common-sense Initiative has been building on its extensive network in women's rugby league. The successful 'Life with the Lionesses' project surpassed expectations and uncovered much treasured local history of women's rugby league. 'Women in Rugby League: The Pioneering Years' will build on what we have already uncovered and tell the story of grassroots women's rugby league from its inception, placing the emphasis on establishing accurate records and telling the stories of the sport's pioneers.

CSI is well-respected throughout the women's rugby league network and has built trusted relationships with numerous former women players, coaches, administrators, and officials. As part of the consultation for this new project, contact has been made and relationships built with key people in all the local areas to get support to deliver this project. As might be expected, there has traditionally been suspicion and distrust towards the male-dominated Rugby Football League, the governing body of the sport, from many women involved in the game, especially those involved in the pioneering years. Now, thanks to the work of CSI and the success of 'Life with the Lionesses', CSI is melting this traditional distrust.

Developing relationships with and establishing the trust of these women means that CSI is uniquely placed to work with them on preserving their heritage and also helping to promote them as storytellers and role models for young women.

CSI will be the lead and responsible for this and future women in rugby league projects. CSI, is ideally placed to be the conduit between the RFL to collect these rugby league women's stories.

Additional general information about Commonsense Initiative can be found at www.csi2012.co.uk or information about Women in Rugby League can be found at www.womeninrugbyleague.org

2. INVITATION TO TENDER (ITT)

It is over forty years since the first-ever women's rugby league clubs were formed in the north of England. In 2025 it will be the fortieth anniversary of the founding of what became the Women's Amateur Rugby League Association. In the decades that have followed, women's rugby league has undergone growth, crisis, and rebirth, yet its heart has always remained the same: ordinary women in Cumbria, Lancashire, and Yorkshire are determined to play the game they love, regardless of the obstacles placed in their way.

This project will rescue and preserve the memories and the records of the women (and their male allies) who have played and maintained women's rugby league clubs and competitions since the 1980s. It aims to ensure their achievements are remembered and their legacy is preserved so that girls and young women can learn from their experiences and discover new role models. The project will run from 1 January 2024 until 31 December 2025 and collect, catalogue, and display the history of women's club rugby league, leading to workshops, exhibitions, and other public events in ten major rugby league-playing towns across northern England.

CSI now invites interested organisations to submit a tender for the provision of Heritage Project Manager (the "**Services**") in accordance with this ITT including the Appendices (the "**Procurement**").

An organisation or individual submitting a tender in response to this ITT shall be referred to as a "**Tenderer**" and its submission shall be referred to as a "**Tender**". Any reference to Tenderers and Tenders shall be construed accordingly.

The Procurement will be carried out in line with the open procedure under the Public Contracts Regulations 2015 (the "**Regulations**") by an independent assessor HR with Confidence.

CSI intends to award the contract for the Services (the "**Contract**") to the successful Tenderer.

3. STRUCTURE OF ITT

3.1 The ITT is divided into the following sections:

- **Instructions** – this contains HR with Confidence general tendering requirements and other information on the Procurement and the evaluation criteria that Tenders will be evaluated against;
- **Specification** – this describes the outcomes required to provide the Services (Appendix 1)
- **Forms** – this contains the forms required to be completed and submitted with all Tenders (Appendix 2);
 - Form of Tender
 - Bona Fide Tendering Certificate
 - Declaration of Criminal convictions, Tax Affairs and Controversial Situations
 - References
 - Service Level Agreement set out in (Appendix 3)

4. TENDER TIMETABLE AND CONTRACT PERIOD

4.1 HR with Confidence proposes the following timetable for the award of the delivery of this service. This is intended as a guide and whilst HR with Confidence does not intend to depart from the timetable, it reserves the right to do so at any time:

Date	Activity
26 January 2024	Notice widely advertised and ITT made available to interested Tenderers
4 pm 02 February 2024	Deadline for questions
4 pm on 09 February 2024	Deadline for receipt of Tenders
19 February 2024	Notification of successful tenderer/unsuccessful tenderers
1 March 2024	Contract commencement date

5. SERVICE LEVEL AGREEMENT

- 5.1 The Service Level Agreement (SLA) shall commence on 1 March 2024 and run until 31 January 2026, unless terminated in accordance with the terms of the SLA.
- 5.2 It is proposed that CSI and the successful Tenderer will enter into a binding contract. The draft template SLA is attached in Appendix 3. This is a standard CSI SLA and it will only be amended on the appointment of the successful Tenderer to incorporate the Tenderer's commercial offer.
- 5.3 Tenderers should note that the terms and conditions of the draft SLA are therefore not open for negotiation. By submitting a response to this ITT, Tenderers are agreeing to be bound by the terms of the tender documents and the terms and conditions of the draft SLA without negotiation or amendment. Tenders must be submitted on the basis that all terms and conditions of the SLA are accepted.
- 5.4 Evasive, unclear, hedged, or qualified Tenders may, at HR with Confidence discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT, and the Tenderer's Tender may be rejected as non-compliant.

6 DISCLAIMER COSTS AND EXPENSES AND DISCONTINUANCE OF TENDER

- 6.1 Nothing in this ITT binds HR with Confidence to accept a Tender or award a contract. HR with Confidence reserves the right to discontinue this Procurement at any time.
- 6.2 HR with Confidence shall not be liable to the Tenderer in any way whatsoever for the Tenderer's costs and expenses incurred during the Procurement from its discontinuance or in relation to which a contract is not awarded.
- 6.3 The Tenderer is responsible for preparing all information necessary for the preparation of its Tender and all costs, expenses, and liabilities incurred by the Tenderer in connection with the preparation and submission of its Tender shall be borne by the Tenderer.
- 6.4 Tenderers shall ensure that they are familiar with the nature and extent of the obligations they will incur if their Tender is accepted and they are awarded the Contract.

7 INFORMATION AND QUERIES

- 7.1 Tenderers should carefully read all the documents in this ITT and fully acquaint themselves with the requirements in this ITT. A Tenderer may, by email to **Jane@hrwithconfidence.co.uk**, request clarification in connection with the ITT. HR with Confidence is working as an independent assessor on behalf of CSI and will reasonably endeavor to answer all email enquiries which are submitted prior to the deadline of the tender. We reserve the right not to respond to a request for information or clarification.
- 7.2 HR with Confidence reserves the right to disseminate queries or requests for clarification and responses to the same that it considers materially relevant to all Tenderers. Where a Tenderer does not wish for a query or response to be disclosed to other Tenderers because it believes the query to be of a commercially confidential nature, it must communicate this and the reason why to HR with Confidence. HR with Confidence will consider the request but reserves the right to disclose the query and/or response to other Tenderers.
- 7.3 The deadline by which to submit clarification questions is 4 pm on 02 February 2024.

7.4 All enquiries in connection with this ITT must be made in accordance with paragraphs 7.1 and 7.3 above. CSI reserves the right to reject any Tenderer that attempts to obtain information through any other route.

Contact Officer Name: Jane Iveson

Correspondence Email: Jane@hrwithconfidence.co.uk

8 PREPARATION OF TENDER

8.1 This ITT (including all its appendices and attachments) has been prepared by HR with Confidence for the sole purpose of enabling Tenderers to submit Tenders to CSI. No guarantee can be given, however, and no representation is made, as to the accuracy of information contained within it and it is each Tenderer's responsibility to obtain for itself at its own expense all information which it deems necessary or desirable for the preparation of its Tender. HR with Confidence or CSI does not accept any liability, which might result from any inaccuracy of or omission from any such information. All information supplied by HR with Confidence in connection with this ITT shall be treated as confidential by the Tenderer, except where, as determined by HR with Confidence, such information may be disclosed:-

- 8.1.1 by the Tenderer in so far as it is necessary for the preparation, submission, and evaluation of Tenders; and/or
- 8.1.2 by CSI in exercising its rights, powers, duties, and obligations in relation to the exercise of its functions and to facilitate public access to information.

9 FREEDOM OF INFORMATION AND TRANSPARENCY

9.1 Under the Freedom of Information (FOI) Act 2000 and the Environmental Information Regulations 2004 the public has a general right of access to information held by CSI. This right of access to information not only includes information about CSI contracts but also procurement arrangements with potential Tenderers. This right does not extend to information that is confidential and/or commercially sensitive or otherwise "exempt" from disclosure under FOI. As a consequence, only information that is genuinely confidential or commercially sensitive or is otherwise exempt from FOI information may not be disclosed under FOI.

9.2 Tenderers are therefore required to identify those areas in their Tender that they consider are confidential and/or commercially sensitive, giving reasons and evidence (where relevant) including proposed dates for lifting confidentiality in respect of those areas. The extent to which this information shall be held in confidence by CSI and for how long may be subject to discussion as part of the Procurement. Unsuccessful Tenders will be disposed of in accordance with CSI's document retention and disposal policy.

9.3 CSI reserves the right to hold all or any information contained in a Tenderer's Tender, in confidence, or to disclose it whether or not it is identified as commercially sensitive by the Tenderer where confidentiality or disclosure is necessary to comply with CSI's legal duties and lawful discretion generally or in relation to the Procurement.

10 PREPARATION AND DELIVERY OF TENDER DOCUMENTS & PRESENTATION STAGE

10.1 HR with Confidence reserves the right not to accept any Tender regardless of price.

- 10.2 The Tenderer must respond to the Tender Requirements as set out in paragraph 14 below. The Tenderer must ensure that its Tender is completed in its entirety, including all accompanying forms at Appendix 2.
- 10.3 The Tender must be signed and emailed to: Jane@hrwithconfidence.co.uk
- 10.4 Tenders must be received by no later than 4 pm 09 February 2024.
- 10.5 CSI will not accept Tenders submitted by post, telegram, telex, fax, telephone or via online file-sharing sites such as Dropbox. The Tender document must not exceed 6 pages or it will not be accepted.

11 REFERENCES

- 11.1 Tenderers should provide two references that demonstrate that the Tenderer has a sufficient level of experience to perform the service. Tenderers are requested to complete the references form in Appendix 2 with the required information. HR with Confidence reserves the right to contact referees (two per Tenderer) during the ITT period. If HR with Confidence decides to make reference calls, it will contact Tenderers individually for confirmation of their referees. Tenderers should give their referees advance notice of these reference calls in order to avoid any delay.
- 11.2 The reference calls will not be evaluated. They are intended to verify the experience of Tenderers as described in their ITT submission.

12 INSURANCE REQUIREMENTS

- 12.1 Tenderers must confirm whether they already have, or can commit to obtain, prior to the commencement of the Contract, valid employer's liability insurance and public liability / third party insurance of not less than £5,000,000 for any one incident without any limitation of the number of claims. If the Tenderer cannot provide proof of valid insurance, or a commitment to obtain the same prior to commencement of the service delivery, the Tenderer will be disqualified from the Procurement.

13 TENDER EVALUATION

- 13.1 HR with Confidence will carry out the following staged approach to evaluate the Tenders after the deadline for receipt of Tenders. HR with Confidence reserves the right to run any of the stages in parallel. During any of the stages, HR with Confidence may request that the Tenderer clarify their Tender in accordance with paragraph 13.16.

13.2 Stage 1 - Preliminary Completeness and Compliance Stage

- 13.3 On receipt, HR with Confidence will carry out an initial review of each Tender to confirm completeness and compliance with the requirements of this ITT and may, at its discretion, reject a Tender that is incomplete and/or non-compliant.

13.4 Stage 2 – Assessment of Qualification Criteria

- 13.5 Tenderer's responses to the insurance requirements, Reference Form, and Data Protection Questionnaire will be assessed on a 'Pass/Fail' basis.

- 13.6 HR with Confidence will only conduct the remaining stages of the evaluation for Tenders that 'Pass' this stage of the Tender evaluation.

13.7 Stage 3 – Evaluation

13.8 Tenders will be evaluated on the basis of the most economically advantageous offer to CSI against the following factors:

Criteria	Criteria	Score (Max 5)
Knowledge	<ul style="list-style-type: none"> • Knowledge of the history of women's sports, particularly women's rugby league. • Knowledge of archiving heritage collections which includes the processes and procedures • Knowledge of sports and community networks • Knowledge of developing a project brand 	20
Experience	<ul style="list-style-type: none"> • Project management and developing project plans, milestones, and delivery plans • Conducting the delivery of oral history interviewing • Management of a podcast series • Organising and delivering heritage events to a very high standard • Managing & and developing heritage and event volunteers • Managing and developing mentors to work in the local community • Promoting and developing content to improve the profile and awareness of the project • Delivering events in partnership with local networks • Developing and delivering evaluation and impact reports 	25
Skills	<ul style="list-style-type: none"> • Excellent customer service skills and problem-solving abilities • Advanced IT and computer skills 	25

	<ul style="list-style-type: none"> • Team player working in partnership with CSI key stakeholders • Open to developing others and excellent people skills • Excellent networker and the ability to negotiate • Excellent communicator working with a range of stakeholders • Excellent written English 	
Values	The organisation has a clear vision and can demonstrate the organisation's values and behaviours	10
Value for Money	The tender offers value for money in line with the funding allocated	10
Quality of the Application	Total projected 22-month contract value. The quoted cost of the service elements over the 22-month period	10
	Total	100

13.9 Each question includes a number of bullet points to assist Tenderers on what they should consider and include in their responses. These bullet points are for guidance only.

13.10 Tenderers should not assume that any member of the HR with Confidence evaluation panel evaluating a particular question will have read the answers to all of the questions and therefore each response should be complete and comprehensive in its own right.

13.11 The response to each question will be awarded a score between 1 and 5 according to the scale in the table below. For clarity, proposals that meet HR with Confidence requirements as set out in this ITT will be awarded a score not less than 3. Tenderers can gain scores of 5 on the evaluation scoring methodology below by providing innovative submissions that exceed core expectations as expressed in the Specification in Appendix 1. Tenderers are encouraged to present innovative pricing and methods of service delivery that will add value to the Services. Such proposals are likely to demonstrate significant strengths and therefore attract the highest scores.

ITT Evaluation Scoring Methodology

13.12 The basis for the scoring of Tenders will be in accordance with the following scale:

Score	Descriptor	Characteristics
1	Unacceptable	A response that completely or almost completely fails to address the elements of the award criterion. The response evidences no strengths and includes many significant weaknesses.
2	Poor	A response that addresses the elements of the award criterion in a poor manner. The response evidences limited strengths, some significant weaknesses, and presents a low level of successful performance expectation.

3	Satisfactory	A response that addresses the elements of the award criterion in a satisfactory manner. The response evidences some significant strengths, and some weaknesses, and presents a moderate level of successful performance expectation.
4	Very Good	A response that addresses the elements of the award criterion in a very good manner. The response evidences mostly significant strengths, some minor weaknesses, and presents an above-average level of successful performance expectation
5	Excellent	A response that addresses the elements of the award criterion in an exceptional manner. The response only evidences significant strengths, no weaknesses, and presents a very high level of successful performance expectation

13.13 Calculation Score

13.14 The preferred Tenderer will be the Tenderer with the highest score against the above criteria.

13.15 In the event of a tie between the highest placed Tenderers, the Tenderer with the lowest overall score for 'Price' shall become the preferred Tenderer.

13.16 During any stage of the evaluation, HR with Confidence may need to seek clarifications from Tenderers where information submitted appears to be incomplete or erroneous or where specific documents are missing. In these circumstances, HR with Confidence reserves the right to request the Tenderer to submit, supplement, clarify, or complete the information or documentation provided with the Tender. HR with Confidence will make the request via the Tenderer's nominated contact. Where HR with Confidence makes a request to a specific Tenderer for any such additional information or points of clarification, a Tenderer will immediately provide the documentation by the medium requested. Any such clarification received shall then be added to that Tenderer's response for the purposes of the assessment. Where the information is incomplete, inaccurate, or clarifications have not been forthcoming, and the resulting gaps are material and make it impossible to carry out the assessment according to the stated methodology, HR with Confidence may determine that these are grounds for the Tenderer to be rejected from the Procurement. Where a Tenderer asks for a longer period this will be considered by HR with Confidence in light of the reasons given; and HR with Confidence may grant a longer period if it considers that this is reasonable and is in accordance with the Regulations.

14 TENDER REQUIREMENTS

14.1 The Tender requirements to the evaluation criteria are set out below. Tenderers are required to respond to **ALL** of the Tender requirements. To assist HR with Confidence evaluation of a Tender submission, please ensure Tenders clearly separate the responses to each of the quality criteria by cross-referring to the Tender requirements set out below. Any relevant supporting Tender documentation must also be clearly identifiable by the evaluation criteria number.

14.2 Instructions for completing Tenders – please ensure these are followed:

14.2.1 Answers must be presented in A4 format with a minimum font size of 11 not more than 6 pages outlined in the table below. The paper layout can either be landscape or portrait.

14.2.2 Except to assist with proposals for the Procurement offer, please do not provide any corporate marketing material along with Tenders.

Price Criteria	Tender Requirement	Pages
1.	History, Vision, and Values of the organisation or individual	1 page
2.	Curriculum Vitae of an individual or relevant experience of the organisation	2 pages
3.	Document outlining how you will deliver the project and financial implications	3 pages

15 NON-CONSIDERATION OF TENDER

15.1 A Tender may not be considered if:

15.1.1 It is not in accordance with any instruction or clause set out in this ITT; or

15.1.2 it makes or attempts to make any variation or alteration to any of the ITT saves where authorised in writing by HR with Confidence; or is expressly permitted; or

15.1.3 the Tenderer fails to provide within the allocated time any relevant documentary evidence requested by HR with Confidence that has not been supplied with the Tender; or

15.1.4 it has attempted or does attempt to make its Tender conditional on the acceptance by HR with Confidence of any other contract or proposal; or

15.1.5 it does not comply with paragraph 10.

16 REJECTION OF TENDER

16.1 HR with Confidence may reject any Tender (which shall be without prejudice to HR With Confidence legal remedies) submitted by a Tenderer who has:

16.1.1 made a misleading or false declaration in any of the Tender Forms. Tenders must read the Declaration of Criminal Convictions, Tax Affairs and Controversial Situations carefully and immediately inform HR with Confidence if they have any questions.

16.1.2 directly or indirectly canvassed any official of HR with Confidence concerning the acceptance of any Tender or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender.

16.1.3 fixed or adjusted the prices shown in accordance with any agreement or arrangement with any other Tenderer.

16.1.4 submitted a Tender after the deadline for Tender submissions.

16.1.5 communicated to any person other than HR with Confidence the contents of its Tender, except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the Tender or for the purposes of insurance or the guarantee referred to in the ITT.

16.1.6 entered into any agreement with any other company, firm, or individual so that the other company, firm, or individual refrains from submitting a Tender or limits or restricts its price or anything similar.

- 16.1.7 made or offered to make any type of payment or gift to any HR with Confidence or CSI Director or member or to anyone else where or not the person is directly connected to with this Procurement.
- 16.1.8 offered or given or agreed to give any officer or member of HR with Confidence any gift or consideration of any kind as an inducement or bribe to influence its decision in relation to the Procurement.
- 16.2 In the context of the Declaration of Criminal Convictions, Tax Affairs, and Controversial Situations (Exclusion Grounds) please note:
- 16.2.1 Subject to the self-cleaning provisions in paragraph 16.5 below, Tenderers will be excluded from the Procurement if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud, and money laundering, or if Tenderers have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).
- 16.2.2 If Tenderers have answered “yes” to question 2 of the declaration on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, Tenderers may avoid exclusion from this Procurement if only minor tax or social security contributions are unpaid or if a Tenderer has not yet had time to fulfill its obligations since learning of the exact amount due. If a Tenderer is in that position please provide details using a separate document. Tenderers may contact HR with Confidence for information on how to do this before completing this form.
- 16.2.3 HR with Confidence reserves the right to use its discretion to exclude a Tenderer where it can demonstrate the Tenderer’s non-payment of taxes/social security contributions where no binding legal decision has been taken.
- 16.3 In the context of the Declaration of Criminal Convictions, Tax Affairs, and Controversial Situations, any Tenderer that answers ‘Yes’ to questions 1(a) to 1(j) and/or question 2 should provide details in a separate Appendix of any remedial action that has taken place subsequently that effectively “self-cleans” the situation referred to in the question. Any Tenderer that answers ‘Yes’ to questions 3(a) to 3(j) should also explain in a separate Appendix, what measures have been taken to demonstrate the reliability of their organisation despite the existence of a relevant discretionary ground for exclusion.
- 16.4 If such evidence is considered by HR with Confidence (whose decision will be final) as sufficient, the Tenderer concerned shall be allowed to continue in the Procurement.
- 16.5 The ‘self-cleaning’ measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by HR with Confidence to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.
- 16.6 The word “Tenderer” for the purposes of this paragraph 16 shall be deemed to include any and all persons employed by the Tenderer or who are purporting to act on the Tenderer's behalf whether the Tenderer is aware of their acts or not.

17 CONFLICTS OF INTEREST

- 17.1 Tenderers are responsible for ensuring that no actual, potential, or perceived conflicts of interest exist between themselves and any of their advisory team and the interests of

CSI. Tenderers must notify HR with Confidence immediately of any actual, potential, or perceived conflict of interest.

17.2 In the event of any actual, potential, or perceived conflict of interest, HR with Confidence shall in its absolute discretion decide on the appropriate course of action. HR with Confidence reserves the right to:

17.2.1 disqualify Tenderers where the Tenderer fails to notify HR with Confidence that there is an actual, potential, or perceived conflict of interest or where an actual conflict of interest exists;

17.2.2 request further information from Tenderers and require Tenderers to put certain measures in place. This may include requiring Tenderers to enter into a specific conflict of interest agreement with CSI.

17.3 HR with Confidence strongly encourages Tenderers to contact HR with Confidence as soon as possible should they have any concerns regarding actual, potential, or perceived conflicts of interest.

18 ACCEPTANCE OF TENDER

18.1 HR with Confidence will request the preferred Tenderer to sign the SLA and provide any relevant documentary evidence.

18.2 If the preferred Tenderer fails to provide the required documentary evidence within a reasonable timeframe, or the documentary evidence does not meet the mandatory requirements, the Contract will not be awarded to that Tenderer. In such circumstances, HE with Confidence reserves the right to award the opportunity to the next best-placed Tenderer, provided they meet all the mandatory requirements.

19 TENDER MATERIAL

19.1 "ITT Material" means information (including for example, drawings, handbooks, manuals, reports, instructions, specifications, and notes of pre-tender clarifications, in whatever form or medium), issued to Tenderers by HR with Confidence or on its behalf, or to which Tenderers have been given access, for the purposes of responding to this ITT. Tender Material remains the property of CSI or other owners and is released solely for the purpose of tendering. The Tenderer shall notify HR with Confidence without delay if any additional Tender Material is required for the purpose of tendering.

19.2 In the event that a recipient of Tender Material decides not to participate in the submission of a Tender, the Tender Material shall be returned to its place of issue without delay. If a tender is submitted to HR with Confidence, the Tender Material may be retained by the Tenderer until the result of the Procurement is known.

19.3 The Intellectual Property Rights in the Tender Material may belong to CSI or a third party. The Tender Material may only be used for the purpose of responding to this ITT and shall not be copied, or disclosed to anyone other than employees of the Tenderer involved in the preparation of the Tender, without the prior written approval of CSI. If the Tenderer discloses the Tender Material other than to employees involved in the Tender preparation or uses the Tender Material other than for the purpose of Tendering, CSI, or the third party owner, may suffer damage for which compensation may be sought from the Tenderer.

20 PUBLICITY AND BRANDING

Tenderers shall not make any advertisement, public statement or press announcement in relation to this Procurement or award of the contract should they be successful. A joint public statement and press announcement will be made at a date agreed between the successful Tenderer and CSI.

21 THIRD PARTIES

Nothing in these terms is intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act 1999. This does not affect any right or remedy of any person which exists or is available apart from that Act.

22 APPLICABLE LAW

22.1 The law of England and Wales is applicable to this Procurement.

22.2 The Tenderers agree to submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute arising out of or in connection with this Procurement.

APPENDIX 1

SPECIFICATIONS

It is over forty years since the first-ever women's rugby league clubs were formed in the north of England. In 2025 it will be the fortieth anniversary of the founding of what became the Women's Amateur Rugby League Association. In the decades which have followed, women's rugby league has undergone growth, crisis and rebirth, yet its heart has always remained the same: ordinary women in Cumbria, Lancashire and Yorkshire are determined to play the game they love, regardless of the obstacles placed in their way.

This project will rescue and preserve the memories and the records of the women (and their male allies) who have played and maintained women's rugby league clubs and competitions since the 1980s. It aims to ensure their achievements are remembered and their legacy is preserved so that girls and young women can learn from their experiences and discover new role models. The project will run from 1 January 2024 until 31 December 2025 and collect, catalogue, and display the history of women's club rugby league, leading to workshops, exhibitions, and other public events in ten major rugby league-playing towns across northern England.

The project will:

- create an extensive new collection about grassroots women's rugby league for the 'Women's Rugby League Archive' at Huddersfield University's Heritage Quay;
- establish a statistical record and timeline of the women's club game;
- develop a BBC 'Reunion'-style oral history podcast series in which members of women's clubs discuss their teams;
- organise heritage 'Deep Dive' events and initiatives in key rugby league towns where women can share their memories, be interviewed, and display memorabilia and artifacts;
- stage local exhibitions in conjunction with libraries, community groups, and clubs highlighting the story of the local women's game; and
- use these stories of past generations to inspire the next generation through talks, school visits, and events with girls' rugby league teams

We will, therefore:

- engage with 60 former women players, coaches, off-field personnel, and administrators to encourage them to record their memories, contribute to events, and donate to the women's rugby league archive at Heritage Quay in Huddersfield;
- create a team of ten volunteers to compile and publish a complete statistical record of the women's game;
- target ten local communities where women's rugby league is strong in which we can uncover the history of local clubs and players;
- organise ten inspirational public events - such as an exhibition, a 'show and tell' evening, a reminiscence session, or a celebratory occasion marking an anniversary or team achievement - which involve a total of 500 people;
- offer professional guidance to ten former women players who want to undertake mentoring activities with girls and young women in schools and colleges; and
- use the stories about women rugby pioneers in traditional and digital media, and at public events and showcased on the Women in Rugby League website (www.womeninrugbyleague.org.uk) to highlight the long history of women playing rugby league, and so confront stereotypes and inspire the next generation of women

The Heritage Lottery funding allocation for the Project Manager is £33,000 over 22 Months

APPENDIX 2

FORM OF TENDER

The completion of the documents will be taken as part of the Service Level Agreement between the Tenderer and CSI.

Please note that if any errors, omissions, or mistakes are identified during the tender evaluation process HR with Confidence may:

- a) Reject the Tender; or
- b) Ask the Tenderer to stand by the Tender as submitted or withdraw it; or
- c) Allow the Tender to be amended.

TO: CSI

I/we hereby undertake to

Provide the Services under the terms contained within this ITT which, for the avoidance of doubt include all of the following:

- Specific Outcomes
- Form of Tender
- Certificate of Bonafide tendering
- Declaration of Criminal Convictions, Tax Affairs and Controversial Situations
- Reference Form
- Service Level Agreement

At the price given in the Tender.

Dated this.....day of.....2024.

Signature.....position in company.....

Name of
Company.....

BONA FIDE TENDERING CERTIFICATE

TO: Common-sense Initiative:

We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby certify that we are not parties to any agreement or agreements under which:

- a) We have communicated the amount of our Tender to any other person before the time of submission of this Tender;
- b) any other Tenderer was reimbursed any part of their tendering costs;
- c) our tendered prices have been adjusted by reference to those of any other Tenderer.

We understand that HR with Confidence reserves the right to seek clarification at any stage during the Procurement.

We further understand that the information contained in the tender documents is contained therein to other parties except as is absolutely essential for such purposes as those related to insurance matters or for the purpose of fulfilling our obligations under the SLA.

Dated this.....day of.....2024

Signature.....position in company.....

Name of
Company.....

DECLARATON OF CRIMINAL CONVICTIONS, TAX AFFAIRS AND CONTROVERSIAL SITUATIONS (EXCLUSION GROUNDS)

TO: Common-sense Initiative:

1. We the undersigned having read the Invitation to Tender, the Specification and associated documents annexed hereto declare and hereby declare that, within the past five years, our organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences:

Offences	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;		
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;		
(c) the common law offence of bribery;		
(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;		
(e) any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:		
(i) the offence of cheating the Revenue;		
(ii) the offence of conspiracy to defraud;		
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;		
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;		
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;		

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;		
(vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;		
(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or		
(ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;		
(f) any offence listed		
(i) in section 41 of the Counter Terrorism Act 2008; or		
(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection;		
(g) any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);		
(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;		
(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;		
(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;		
(k) an offence under section 59A of the Sexual Offences Act 2003;		
(l) an offence under section 71 of the Coroners and Justice Act 2009		
(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or		
(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive		
(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or		
(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.		
(j) any offence under section 1, 2 or 4 of the Modern Slavery Act 2015		

2. We also declare we are not subject to any a judicial or administrative proceedings or decisions having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which our organisation is established (if outside the UK), that our organisation is in breach of obligations related to the payment of tax or social security contributions.

Non-payment of taxes or social security contributions

If you are subject to judicial or administrative proceedings or decisions having final and binding effect, please provide further details in this box. Please also use this box to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines.

3. We also declare, that within the past three years, none of the following controversial situations have applied, or currently apply, to our organisation.

Controversial Situations	Please indicate your answer by marking 'X' in the relevant box.	
	Yes	No
1. your organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions in the jurisdiction of England & Wales, Scotland or Northern Ireland as amended from time to time;		
4. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of England & Wales, Scotland or Northern Ireland;		
5. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;		
6. your organisation has entered into agreements with other economic operators aimed at distorting competition;		
7. your organisation has a conflict of interest (see note below) that cannot be effectively remedied by other, less intrusive, measures;		
8. the prior involvement of your organisation in the preparation of this procurement procedure has resulted in a distortion of competition, that cannot be remedied by other, less intrusive, measures;		

9. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;		
10. your organisation— (i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or		
(i) your organisation has undertaken to		
(i) unduly influence the decision-making process of the contracting authority, or		
(ii) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or		
(j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.		

Conflicts of interest

HR with Confidence has the authority may exclude the Tenderer if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform HR with Confidence immediately, detailing the conflict in a separate document. Following a notification of a conflict of interest, HR with Confidence reserves the right to take action as set out in paragraph 17 of the ITT.

Dated this.....day of.....2024

Signature.....position in company.....

Name of Company.....

COMMONSENSE INITIATIVE

REFERENCES

Referee Name:	
Telephone No:	
E-mail Address:	
Postal Address:	

Referee Name:	
Telephone No:	
E-mail Address:	
Postal Address:	

APPENDIX 3

DRAFT SERVICE LEVEL AGREEMENT

Service Level Agreement

This Agreement is made on **DATE**

Between:

- (1) Commonsense Initiative (CSI) whose registered office is 39 Drummer Lane, Huddersfield, HD7 4JT, and whose registered number is 11054176 (the “Company”); and
- (2) whose registered office is, and whose registered number is (the “**Service Provider**”);

Background

The purpose of this Agreement is to record the terms on which the COMPANY has appointed the Service Provider and the Service Provider has agreed to perform the Services.

1. Definitions and Interpretation

For the purpose of this Agreement the following terms shall have the following meanings:

“**Associated Company**” means the COMPANY’s ultimate parent undertaking and all undertakings which are ultimately owned or controlled by the ultimate parent undertaking of the Company for the time being;

“**Fees**” means the sums set out at clause 3(a) of this Agreement [plus VAT (if applicable)];

“**Force Majeure Event**” means any event affecting performance of this Agreement by a Party arising from or attributable to acts, events, omissions or accidents which are not reasonably foreseeable by and which are beyond the reasonable control of a Party including, without limitation, any abnormally inclement weather, flood, fire, earthquake, epidemic or other natural disaster, war, terrorist action, strike or industrial action (other than by the employees of the Service Provider) or civil commotion;

“**Intellectual Property Rights**” means all current and future legal and/or equitable rights and interests in copyright and rights in the nature of copyright, design rights, patents, trademarks, domain names, business names, database rights, applications for any of the foregoing or any other intellectual property rights whether or not registered and whether subsisting in the UK or any other part of the world;

“**Services**” means the services to be provided by the Service Provider described in Schedule 1 of this Agreement;

“**Term**” means the period 01 March 2024 until 31 January 2026.

2. Provision of Services

- (a) The COMPANY appoints the Service Provider to perform the Services and the Service Provider agrees to perform the Services in accordance with the terms of this Agreement.
- (b) This Agreement shall come into effect on 01 March 2016 and shall continue in force until the end of the Term unless terminated earlier in accordance with the provisions of clause 6.
- (c) The Service Provider shall:
 - (i) provide the Services with due skill and care;
 - (ii) comply with The COMPANY's reasonable instructions and, whilst on COMPANY property, the COMPANY's Health and Safety Policy;
 - (iii) comply with all applicable laws and regulations whilst providing the Services including but not limited to the Bribery Act 2010. The Service Provider acknowledges and agrees that any harassment of COMPANY employees is unlawful and agrees that it will take all reasonable steps to prevent any such harassment;

3. Fees

- (a) The applicable Fees in relation to the provision of the Services are as follows:

£33,000 (1 March 2024 – 31 January 2026) paid in monthly instalments
- (b) In consideration of providing the Services, the Service Provider will be paid the Fees. For any month in which you have provided the Services, the Service Provider must submit an invoice for accrued Fees at the end of that calendar month. If properly rendered and undisputed the amount of the invoice will be paid within 30 days of authorisation.
- (c) The Service Provider shall be responsible for all costs and/or expenses that it incurs in connection with the performance of the Services save as expressly agreed in writing by the COMPANY or unless otherwise stated in Schedule 2 of this Agreement.

4. Confidentiality

- (a) The Service Provider agrees that it has not and shall not directly or indirectly make, publish or otherwise communicate any disparaging or derogatory statements, whether in writing or otherwise, which are intended to or which might be expected to damage or lower the business or professional reputation or financial standing of the COMPANY, any Associated Company or any of their respective present or former officers, shareholders, agents, workers or employees.
- (b) **The Service Provider will not during the Term or any time after its termination disclose or attempt to use any secret or confidential information regarding the business, affairs or finances of the COMPANY which it acquires as a result of this Agreement or and/or any previous employment with the COMPANY.**

- (c) The Service Provider shall not directly or indirectly disclose to any third party (other than the Service Provider's professional advisers and/or spouse) the terms of and the circumstances surrounding this Agreement, save where such disclosure is required by any competent authority or to comply with any statutory requirement or is otherwise required for the purpose of enforcing any of the provisions of this Agreement.
- (d) The restriction in clause 4(a) (b) and (c) above, shall not apply to:
 - (i) any use or disclosure requested or authorised by the COMPANY or required by law;
 - (ii) any information which is already in the public domain (other than by virtue of a breach of this Agreement by the Service Provider).

5. Intellectual Property

- (a) The Service Provider hereby assigns to the COMPANY all existing and (by present assignment of future rights) all future Intellectual Property Rights which are created pursuant to this Agreement and/or as a result of providing the Services with the intent that immediately upon creation such Intellectual Property Rights vest in The COMPANY.
- (b) The Service Provider shall sign any document and do any other acts and procure the signing of any documents and the doing of other acts as may be necessary formally to give effect to this Clause 5.

6. Termination

- (a) Either party may terminate this Agreement immediately by written notice to the other party if:
 - (i) the other party commits any material breach of this Agreement which if capable of remedy is not remedied within 14 days of a written notice from the terminating party specifying the breach and asking that it be remedied;
 - (ii) if a Force Majeure Event continues for more than 30 days and the effect of the Force Majeure Event is to deprive the Party unaffected by the circumstances of the Force Majeure Event all of or substantially all of the benefit accruing to them pursuant to this Agreement;
 - (iii) the other party becomes insolvent, or has a liquidator or administrator appointed (and for the purpose of this clause 'insolvent' shall mean in relation to a party the appointment of or the application to a court for the appointment of a liquidator, provisional liquidator, administrator, administrative receiver or receiver, the entering into a scheme of arrangement or composition with or for the benefit of creditors generally, any reorganisation, moratorium or other administration involving its creditors or any class of its creditors, a resolution or proposed resolution to wind it up, or becoming unable to pay its debts as and when they fall due or becoming deemed to be unable to pay its debts as and when they fall due within the meaning of section 123 of the Insolvency Act 1986).
- (b) The COMPANY may terminate this Agreement immediately by written notice to the Service Provider if:

- (i) The Service Provider is, in the reasonable opinion of the COMPANY, in breach of any clause of this agreement;
 - (ii) The Service Provider adversely prejudices or does or fails to do anything which in the reasonable opinion of the COMPANY is likely to prejudice adversely the interests or reputation of the COMPANY.
- (c) Termination of this Agreement shall be without prejudice to any rights and/or obligations of either party accruing prior to the date of such termination.
- (d) Upon termination of this Agreement the Service Provider shall:
- (i) immediately deliver to the COMPANY all documents, books, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the COMPANY and any other property of The COMPANY which is in its possession or under its control;
 - (ii) irretrievably delete any information relating to the COMPANY stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control;
 - (iii) on request, provide a signed statement confirming its compliance with clauses 6(d)(i) and (ii) above.

7. Insurance and Indemnity

- (a) The Service Provider shall fully and effectively indemnify and keep indemnified The COMPANY on demand from and against any and all losses, damages, liabilities, penalties, judgments and expenses (including legal expenses) resulting from or arising out of the provision of the Services or any breach of this Agreement by The Service Provider.
- (b) This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Service Provider shall be fully responsible for and shall indemnify the COMPANY and keep it indemnified for and in respect of any income tax, national insurance and social security contributions and any other liability or claim arising from or made in connection with the Fees payable under this Agreement (including any related penalties, fines or interest).

8. Limitation of Liability

- (a) Subject to Clause 6(b) and Clause 8(d), neither Party shall be liable to the other under this Agreement for any loss, damage, costs, expenses or other claims for compensation arising as a direct or indirect result of breach or non performance of this Agreement due to a Force Majeure Event provided that the Party subject to the Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.
- (b) Subject to Clause 8(d), the COMPANY shall not be liable to the Service Provider under this Agreement for damages in contract, tort or otherwise for any indirect or consequential losses including but not limited to any loss of revenue, business, contracts, anticipated savings, profits or wasted expenditure howsoever arising out of or in connection with the performance of its obligations under this Agreement.

- (c) Subject to Clause 8(d), the COMPANY's maximum aggregate liability to the Service Provider in contract, tort or otherwise for damages howsoever arising out of or in connection with the performance of the COMPANY's obligations under this Agreement shall be limited to a sum equivalent to the Fees payable by the COMPANY under this Agreement.
- (d) Nothing in this Agreement shall exclude or restrict either Party's liability for fraud or fraudulent misrepresentation or for death or personal injury resulting from negligence.

9. Third Party Interests

Nothing in this Agreement shall prevent the Service Provider from being engaged, concerned or having any financial interest in any capacity in any other trade, business or occupation during the Term provided that such activity does not cause a breach of any of its obligations under this Agreement.

10. General

- (a) Where this Agreement refers to something being in 'writing' it shall be sufficient if it is sent by email to the email address provided by the recipient from time to time.
- (b) The Service Provider shall not hold itself out as being in any way associated with the COMPANY and shall not either directly or indirectly claim that the COMPANY has endorsed any services which The Service Provider provides.
- (c) This Agreement constitutes the entire agreement between the parties in relation to the Services and replaces and extinguishes all prior agreements, undertaking or understandings made by the parties whether oral or in writing with respect to the subject matter.
- (d) This Agreement shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

Signed for and on behalf of the Company

Signature:

Name:

Signed by Service Provider

Signature:

Name:

Schedule

The Services

1. The **Service Provider** agrees to;

Services

- Project manager and administrate all project areas, ensuring it is completed on time while delivering the project outcomes and outputs.
- Work with key partners to develop an accurate statistical record and timeline of the women's game.
- Support the delivery of podcasts involving former women's rugby league players and clubs.
- Develop clear roles and responsibilities and delivery plans with the key stakeholders and delivery areas to run events and exhibitions to celebrate grassroots women's rugby league.
- Manage and support the employees and consultants associated with the project.
- In partnership with Heritage Quay, manage and support the volunteer program
- Work with Heritage Quay to develop the grassroots women in rugby league archive.
- Work with key stakeholders and delivery partners to research, collect and archive the women's rugby league history.
- Work with key stakeholders to interview former women and male allies involved in women's rugby league.
- Develop a plan and implement the evaluation & impact of the project.
- Ensure that there is full audience engagement throughout the project.
- Develop and deliver a mentor programme for former women involved in rugby league to use their stories to inspire the next generation

Deliver of the Outcomes of the Project

- engage with 60 former women players, coaches, off-field personnel, and administrators to encourage them to record their memories, contribute to events, and donate to the women's rugby league archive at Heritage Quay in Huddersfield;
- create a team of ten volunteers to compile and publish a complete statistical record of the women's game;
- target ten local communities where women's rugby league is strong in which we can uncover the history of local clubs and players;
- organise ten inspirational public events - such as an exhibition, a 'show and tell' evening, a reminiscence session, or a celebratory occasion marking an anniversary or team achievement - which involve a total of 500 people;
- offer professional guidance to ten former women players who want to undertake mentoring activities with girls and young women in schools and colleges; and
- use the stories about women rugby pioneers in traditional and digital media, and at public events and showcased on the Women in Rugby League website

(www.womeninrugbyleague.org.uk) to highlight the long history of women playing rugby league, and so confront stereotypes and inspire the next generation of women

2. The **COMPANY** Commonsense Initiative agrees to:

- (a) Act as lead and accountable body for any grants received. The role of the accountable body shall be to hold or channel the funds relating to funders, and to enter into agreements with the funder. This will include responsibility;
 - i. for all monitoring and returns relating to the project
 - ii. for liaising effectively with the Service Provider to ensure delivery of the project
 - iii. for ensuring the compliance of partners
 - iv. for financial management of the grant.

- (b) Develop a project delivery plan with clear roles and responsibilities, between the Company and Service Provider that including key milestones and targets.

- (c) Organise quarterly monitoring meetings between the Company and Service Provider to track progress against these milestones, identify any areas of the projects that may be at risk and to agree and implement and remedial measures necessary.