



**WESTMINSTER  
FOUNDATION FOR  
DEMOCRACY**

## **Invitation to Tender**

### **Financial Management Software**

**ITT Reference number**

ITT\_1819\_001

#### **Document Version Control**

<b>Date</b>	<b>Version</b>	<b>Status</b>	<b>Authored By</b>
9/1/19	0.1	Draft	Chris Lane
29/01/19	1.0	Final	Michael Martin

# 1. Overview

## Description of company

Westminster Foundation for Democracy (“WFD”) is the UK public body dedicated to supporting democracy around the world. WFD partners with UK political parties, parliaments, electoral and financial audit institutions to help over 30 developing countries make their governments fairer, more effective and accountable.

WFD’s head office is based in London Victoria, and the organisation currently has approximately 140 staff working from its head office and 30 country offices worldwide.

## The aim of this Invitation to Tender

WFD is issuing this Invitation to Tender (“ITT”) to procure goods/services in accordance with the conditions detailed in this document.

WFD currently utilises basic financial software to maintain its financial records, and to provide appropriate financial reporting to both internal and external global based stakeholders. The current software in use has limitations in addressing WFD’s evolving financial reporting requirements and in view of this, WFD intends to review financial management software solutions that are currently available in the market and will meet the needs of an international not-for-profit organisation, taking advantage of current technological advancements, while addressing WFD’s multi-faceted financial reporting requirements.

Therefore, WFD wishes to procure the supply, implementation, and maintenance support of a new financial management software solution enabling the organisation to accurately, and efficiently, record and process all of its accounting transactions (multi-currency) from remote locations, manage its income & expenditure, particularly in relation to funding/project management and budgeting & forecasting while satisfying WFD’s audit requirements. There is a need to have the ability to generate reports to enhance business acumen enabling Managers to fully monitor and utilise WFD’s resources to the best of their ability.

Whilst this ITT specifically focuses on financial management software, WFD is running this ITT in parallel with a further 3: CRM, SharePoint Development and HR system. It is recognised that some vendors may be able to fulfill more than one of these requirements, therefore proposals that cover more than one ITT are also welcomed. Please ensure that the relevant ITT reference number(s) (as shown on page 1) are clearly referenced in any bid.

The closing date for this ITT will be 5pm on 15 February 2019. WFD intends to issue a contract for the above goods/services, to be completed to WFD’s satisfaction, by the end of week commencing 4<sup>th</sup> March 2019. This is subject to quality bids being received in line with the requirements and to WFD’s satisfaction. WFD reserves the right not to issue a contract if insufficient responses are received that are compliant and of acceptable quality.

## Bid submission

All bids should be in a format that complies with the requirements of this ITT.

Bids should be submitted by email to: Michael Martin, Head of Finance, at michael.martin@wfd.org. We recommend that bids are submitted in PDF format where possible, except spreadsheets.

Two copies of the bid should also be submitted in a sealed envelope to: Michael Martin, Head of Finance, at Westminster Foundation for Democracy, Artillery House, 11-19 Artillery Row, London, SW1P 1RT.

Bids should refer clearly to the ITT reference number.

Should you require any further information or clarification on this ITT, please contact Michael Martin, Head of Finance, at [michael.martin@wfd.org](mailto:michael.martin@wfd.org).

**Thank you for your interest in working with the Westminster  
Foundation for Democracy**

# 2. Tender information

## a. Introduction

This document is an ITT and it forms part of the procurement exercise to support the selection of a supplier, to enter into a contract. The aim of this document is to identify functional and commercial requirements and provide instructions for submitting responses. This document will also provide vital information as it relates to evaluation criteria and forms the basis for contractual arrangements.

This ITT is not an offer to contract; it is a definition of specific requirements and an invitation to submit a response addressing such requirements. WFD may modify these requirements in whole or in part and/or seek additional bidders to submit information/bids. WFD will not be liable to you for any losses or damages suffered by you as a result of the specific requirements or any amendment to such requirements.

## b. Detailed Scope and Specification of this ITT

The purpose of this procurement is to secure a financial management software solution that will meet WFD's stakeholder requirements. WFD is an international organisation with satellite offices across the globe, the system needs to be capable of engaging with Multi-Sites. This will include both UK based, and overseas staff, being able to post transactions securely against their own projects/departments and being able to manage their own Bank Accounts and report against budgets and forecasts.

The system will need to:

- Record, process and report all of WFD's accounting transactions, from both a Balance Sheet and Income and Expenditure perspective. This should include reports that will allow users to easily reconcile and manage projects and departments.
- WFD operates through multiple international offices and is looking for a finance solution that will meet the requirements of both the Head Office and our country offices to the extent that is appropriate and feasible.
- Automate financial processes, where possible, through electronic workflows. For example, where a remote user enters information to raise a Sales Invoice, the invoice could be raised by being further processed and posted to the ledger by the London Office, allowing London to have full control and what is posted to the Ledgers;
- Allow users to manage income and expenditure by reporting directly from the System.
- Store WFD's budgets and forecasts within the System, either through direct input of data or uploading data collected from users via Excel or through third party software.
- Facilitate managers by being able to report on a project by project basis. WFD runs a considerable amount of funded projects and needs to be able to monitor them on a project by project basis. This should include being able to report projects over their full life even if they straddle financial years.
- Allow allocation and recharging of Income and Expenditure to individual projects. It is envisaged that staff time will be recorded with staff costs being allocated to projects accordingly. Other indirect costs should be easily identified and appropriately re-allocated across projects.

- Enable complex multi-faceted financial reporting specific to a grant funded organisation against multiple criteria. (e.g By Region, Country, Fund, Project, Activity, Department and Profit/Costs centre against both Budget and Forecasts)

The solution will need to include the following modules:

Functional area	Functionality required
<p><b>Nominal ledger</b></p>	<p>WFD needs to implement a Finance system that will record and report all of WFDs Financial Transactions where the system will provide a complete understanding of WFD's Income and Expenditure and how it utilises the financial assets entrusted to it.</p> <p><b>Chart of Accounts:</b></p> <p>The current Chart of Accounts (CoA) is to be reviewed and developed to ensure it reflects the true financial performance of all WFD's activities, therefore there will be a requirement to develop a new CoA and map existing information to any new system.</p> <p>The new system should facilitate report writing so that reports are easily written and produced allowing information interrogated to aid the decision making process.</p> <p>The system should allow tagging of the Nominal Ledger to enable, as far as is possible, Statutory Reporting.</p> <p><b>Data Migration:</b></p> <p>At least two years (if not all) data from the current system, Sage 50, must be imported to any new system to ensure that Year-on-Year comparatives are reportable, and all opening balances are correct. If WFD decides to 'Go Live' mid-year, then the full details of all current year transactions <u>must</u> be imported to the new system.</p> <p>Data Migration files should be fully auditable and opening balances must be fully reconcilable to satisfy all audit requirements.</p> <p><b>Reporting:</b></p> <p>Management Accounts should be able to be produced directly from the System. Reports should be drillable to the lowest level of transaction and should report variances against Annual Budgets and different iterations of the Forecast.</p> <p>Higher Level information should be available to selected users via Dash Boards including KPI's, Graphs and Financial Information.</p> <p>Reports should be accessible by end-users on their desk tops and access to information should be determined by User Name, User Groups and Nominal Ledger code where possible.</p>

	<p>Reporting in multiple Currencies must be available.</p> <p>Reports should be downloadable to Excel for further processing and analysis.</p> <p><b>Projects:</b></p> <p>WFD operates a large number of projects globally. Reporting on a by Project by Project basis is necessary, particularly where projects straddle financial years. The Financial Life of each project should be visible on a Project by Project basis and reportable by Nominal Code Funder, Region and Country.</p> <p><b>Cost allocation:</b></p> <p>Ideally the system should be able to deal with the allocation of Management Costs to projects, ideally through an allocation module (If available, please indicate the cost separately in your bid) or an external time sheet system, if not available in your system. The idea being to show the true cost of any project.</p> <p><b>Document visibility:</b></p> <p>Scanned Images of invoices, Credit Notes, or file attachments, should be attachable to relevant transactions, or projects. For example linking Contract Documentation to Projects or Invoices to Purchase Ledger transactions. WFD currently uses Share Point to store documents etc. Ideally the Finance System should be integrated with Sharepoint or offer its own document storage facility to allow a seamless view of documentation relating to financial transactions.</p> <p><b>Nominal Ledger Journal processing:</b></p> <p>Nominal Ledger Journals should be able to be input to the System manually, uploaded or imported from third party data/software.</p> <p>Journals should be downloadable for further processing.</p> <p>Journal Types should include Reversing, Non-Reversing, Standard (One-off non-reversing) and Standing Journals (Monthly repeatable journals).</p> <p>Users should be able to post journals simultaneously.</p> <p><b>Month End:</b></p> <p>Month-end closure must be controlled by Head Office on a period by period basis.</p> <p><b>Year End:</b></p>
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	<p>Year-end closure should be automated and ensure that the Income Statement is cleared down maintaining reserve totals.</p>
<b>Accounts Payable</b>	<p><b>UK Transactions:</b></p> <p>Purchase Ledger Invoices, and Credit Notes, should be registered directly on the Finance System before payment is made. It is necessary that the system is able to deal with multiple Foreign Currency transactions.</p> <p>The system should allow BACS payments to be made via WFD's online UK banking facility, currently with HSBC.</p> <p>There should be an ability to make urgent payments easily.</p> <p><b>Overseas Transactions:</b></p> <p>Where Invoices and Credit Notes are received locally, in Foreign Countries, then the system should allow processing of these documents locally with payment of Invoices being made from local bank accounts.</p> <p><b>Accounts Payable reporting:</b></p> <p>The system should produce Supplier Statements, that can be e-mailed to suppliers. Detailed &amp; Summary Aged Creditor Reports should also be available and downloadable to Excel for further processing. Downloads of individual supplier transactions should be accessible to aid supplier statement reconciliation, including both on-screen reporting and Excel downloading of data.</p> <p><b>Automated Purchase Ledger Control Account (PLC) Reconciliation:</b></p> <p>There should be no manual posting allowed to the PLC account (non-posting account). All transactions affecting the PLC must pass through the Purchase Ledger resulting in the PLC account being reconciled 100% of the time.</p> <p>Purchase Ledger Journals must be able to be processed manually, uploaded or imported from supplier data files. Uploading should be able to be done simultaneously by many users.</p>
<b>Accounts Receivable</b>	<p><b>Invoice Production:</b></p> <p>WFD receives Invoice requests from many local offices. Currently data is submitted to the UK in Excel and re-keyed to produce Invoices/Credit Notes in Head Office. Ideally Invoice requests should be entered locally by end-users but only posted to the Ledger and printed once approved by Head Office. Supporting documentation</p>

	<p>should be stored on Share Point, or the Finance System and linked to Invoices if possible.</p> <p><b>Accounts Receivable reporting:</b></p> <p>The system should produce Customer Statements as required outlining what is owed by each customer. Customers accounts should, where required, store e-mail information allowing WFD to send Invoices and Statements electronically. The system should produce Detailed and Summary Aged Debtors Report to facilitate the Credit Control function. Downloads of customer transactions should be provided to aid customer account reconciliation and should include on-screen reporting and Excel downloading.</p> <p><b>Automated Sales Ledger Control Account (SLC) Reconciliation:</b></p> <p>There should be no manual posting allowed to the SLC account. All transactions affecting the SLC account must pass through the Sales Ledger resulting in the SLC Account being reconciled 100% of the time.</p> <p>Sales Ledger Journals must be able to be processed manually, uploaded or imported from supplier data files. Uploading journals should be able to be done simultaneously by many users.</p>
<b>Banking</b>	<p><b>Bank Reconciliations:</b></p> <p>Bank Reconciliations (Multiple Bank Accounts/Currencies) should be automated using electronic downloads from WFD's online banking system (HSBC).</p> <p><b>Payment Processing:</b></p> <p>WFD must be able to make electronic BACS payments to its suppliers. This should be achieved by producing a BACS file from the Finance system's Purchase Ledger for processing and payment by HSBC.</p> <p>Local Offices should also be able to make automatic payments when required</p>
<b>Reporting</b>	<p><b>Dash Board Reporting:</b></p> <p>Dash Board reporting highlighting WFD's financial KPI's should be available to Senior Management. If possible, non-financial KPI's from other sources should also be included, if possible. The dash board should include Graphs, Charts, and Financial Tables. Ideally the ability to drill down to Data from the Dash Board would be desirable.</p>

	<p><b>Management Accounts:</b></p> <p>Management Reports should be accessible from users Desktops either directly from the Finance System or provided through third party business intelligence software, such as Power BI.. Reporting against different iterations of Budgets and Forecasts with Variance Analysis should be available. The ability to drill down to the lowest level of transaction is required.</p> <p><b>Statutory Reporting:</b></p> <p>As close as possible, tagging of the Nominal Ledger should facilitate the production of year-end statutory reports, to include the production of WFD's Balance Sheet and Income Statement.</p> <p><b>Customisable reporting:</b></p> <p>In-house reporting should be available to the Finance Team so they can produce ad-hoc reports as requested by individual managers.</p> <p>Ideally these reports could be 'Published' securely to each individual manager and with the ability to be able to show 'live' or regularly updated information.</p> <p>WFD should be able to interrogate the Finance System in order to view financial information by Funder, Project, Region, Country, Department and Profit/Cost Centre. Any reports produced should be available on screen and downloadable for further processing.</p>
<p><b>Optional Modules (to be considered based on cost, functionality)</b></p>	<p><i>Fixed Asset Register Module</i></p> <p><i>Recharging Module (Salaries/Overheads)</i></p> <p><i>Timesheet /employee utilisation Module</i></p> <p><i>Procurement</i></p> <p><i>Currently Payroll is outsourced with no intention of bringing it in house.</i></p>

The system will be rolled out globally a total of 140 basic users, (or Circa 30 concurrent) and 10 finance users. Basic users should have the ability to access information for reporting purposes only (Read Only). Currently approx 35,000 transactions are posted annually.

WFD requires the core solution based on the above requirements to be implemented as soon as reasonably practical for the optional modules we would consider a phased implementation in the longer.

We anticipate the initial setup and configuration to be no more than £50,000 (inclusive of VAT) with ongoing costs (licencing, maintenance and support) to be considered as part of the process.

As part of this procurement, WFD wishes to secure a contract with a supplier for the provision of the financial management system solution, together with the following related services:

- training (train the trainer)
- implementation;
- system support and maintenance; and
- on-going development of the system and on a non-exclusive basis, as called off, additional functionality that may be required over the term of the contract

### **c. Timescales**

Below is the proposed timescale for the tendering process. Please note the dates are indicative and subject to change. WFD reserves the right to proceed with the evaluation process prior to the closing date, however all bids submitted prior to the closing date will still be included.

Description	Date
Issue ITT	29 January 2019
Closing date for receipt of completed tender proposals <sup>1</sup>	15 February 2019
Shortlisting of bids	18-22 February 2019
Supplier interviews/presentations to selection panel (if applicable)	25-27 February 2019
WFD announces preferred supplier	28 February 2019
Contract finalised and signed	4 March 2019

### **d. Evaluation Criteria**

[WFD intends to shortlist providers based on their response to the RFP and will use the following scoring criteria.

Description	Score
System functionality and its ability to deliver WFD's requirements, demonstrating tangible benefit the system would bring.	20 %
Cost and Value for money. The breakdown of the cost of: <ul style="list-style-type: none"> <li>• Initial purchase of the Software</li> <li>• Design and Development of the System</li> <li>• Data Migration</li> <li>• Training</li> </ul>	20%

<sup>1</sup> WFD may at its discretion extend the closing date and time for receipt of bids.

<ul style="list-style-type: none"> <li>• On-going Licensing</li> <li>• On-going maintenance and support.</li> <li>• The cost of any consultancy days should be shown separately detailing what work will be carried out.</li> </ul>	
Implementation process – Consideration will be given to lead time, Data Migration support, support provided during the implementation period, support during ‘Go-Live’	20 %
On-going technical support and ability to build a strong long-term professional Business Relationship. The existence of User Groups and forums.	20%
Independent verified references from existing software users.	20 %
<b>Total Weighting</b>	<b>100</b>

Each criterion will be scored using the following table:

0	The proposal submitted omits and fundamentally fails to meet WFD’s scope and specifications. Insufficient evidence to support the proposal to allow WFD to evaluate. <b>Not Answered</b>
1	The information submitted has a severe lack of evidence to demonstrate that WFD’s scope and specifications can be met. Significant omissions, serious and/or many concerns. <b>Poor</b>
2	The information submitted has some minor omissions in respect of WFD’s scope and specifications. The tender satisfies the basic requirements in some respects but is unsatisfactory in other respects and raises some concerns. <b>Satisfactory.</b>
3	The information submitted provides some good evidence to meet the WFD’s scope and specifications and is satisfactory in most respects and there are few concerns. <b>Good.</b>
4	The information submitted provides good evidence that all of WFD’s scope and specification can be met. Full and robust response, any concerns are addressed so that the proposal gives confidence. <b>Very Good.</b>
5	The information submitted provides strong evidence that all of WFD’s scope and specification can be met and the proposal exceeds expectation i.e. exemplary in the industry. Provides full confidence and no concerns. <b>Outstanding</b>

## **e. Submitting a bid**

In general, the bid should include the following:

- ✓ Organisational profile
- ✓ Proposed solution and how it meets the specification
- ✓ Financial proposal
- ✓ References
- ✓ Confirmation of compliance with Conditions of Tendering

### *Organisational profile:*

- Company profile, including brief history and financial overview
- Case studies/credentials demonstrating relevant experience and skills profile
- Names and brief biographies of key staff

WFD is particularly keen to receive bids from organisations which are – or are working towards becoming – living wage employers and that have a broadly representative and balanced Board from gender and ethnicity perspectives.

### *Proposed solution:*

- Clear explanation as to the proposed approach to meeting the specification set out in this ITT.
- Detailed project plan, including timelines, assumptions and dependencies, resourcing and risks.

### *Financial proposal:*

- Full breakdown costings for the proposed solution in sterling
- Separate accounting of VAT and/or any other applicable tax, duty, or charge.
- Detailing of any discount applied in view of WFD's not-for-profit status.

### *References:*

- The bid should include details of two references relating to similar goods/services provided in the last three years. Please note – referees will only be contacted once Preferred Bidder status is assigned.

### *Confirmation of acceptance of Conditions of Tendering:*

- All bids should include a signed copy of the Confirmation of Compliance form as annexed to this ITT.

All bidders should also note the following:

- all bids should be submitted in English;
- all bids should be submitted in electronic form and in hard copy via a sealed envelope;
- this ITT and the response may be incorporated in whole or in part into the final contract;
- only information provided in response to questions set out in this documentation will be taken into consideration for the purposes of evaluating the ITT;

- bids which are poorly organised or poorly written, such that evaluation and comparison with other submissions is notably difficult, may exclude the bidder from further consideration;
- any bids which do not fully comply with the requirements of this ITT may be disregarded at the absolute discretion of WFD.

All bids should be submitted as follows:

Closing Date	15 February 2019
Contact Name	Michael Martin, Head of Finance
Email Address	Michael.martin@wfd.org
Postal address	Westminster Foundation for Democracy 8 <sup>th</sup> Floor Artillery House 11-19 Artillery Row London, SW1P 1RT

## f. Tender Queries

Any questions related to this tender should be addressed to the person named below.

Contact Name	Michael Martin, Head of Finance
Email Address	Michael.martin@wfd.org

## g. Equal Information Policy

Should any Supplier raise a question that is of general interest, WFD reserves the right to circulate both question and answer to other respondents. In this event, anonymity will be maintained.

## h. Annual reports

Please provide a link or copy of your company's latest audited annual accounts.

## i. Other information

If the potential supplier believes that there is additional information that has not been requested in the ITT but is relevant to your bid, please include that information as a separate attachment and explain its relevance to this ITT.

## **j. Term**

It is proposed that any agreement resulting from this ITT process shall be for an initial period of two (2) years.

# 3. Conditions of tendering

## 1. Definitions

In addition to the terms defined in the Invitation to Tender, the following definitions apply:

- a. **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b. **Bidder** - a person or organisation who bids for the tender.
- c. **Conditions** - the conditions set out in this 'Conditions of Tendering' document.
- d. **Goods and/or Services** - everything purchased by WFD under the contract.
- e. **WFD** – Westminster Foundation for Democracy, a company limited by guarantee incorporated in England and Wales (company number 02693163); whose registered office is at 8<sup>th</sup> Floor, Artillery House, 11-19 Artillery Row, London, SW1P 1RT.
- f. **Invitation to Tender** - the Overview, Tender Information, these Conditions, WFD's General Terms and Conditions of Purchase, and relevant Policies.
- g. **Preferred Bidder** – the bidder selected as being the organisation to whom WFD intends to offer the contract for the work within this ITT, subject to satisfactory due diligence checks.
- h. **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by WFD to the Supplier, or specifically produced by the Supplier for WFD, in connection with the tender.
- i. **Supplier** - the party which provides Goods and/or Services to WFD.

## 2. The Contract

The contract awarded shall be for the supply of goods and/or services, subject to WFD's Terms and Conditions of Purchase (attached to these Conditions). WFD reserves the right to undertake a formal review of the contract after twelve (12) months.

## 3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are, in WFD's sole discretion, exceptional circumstances which have caused the delay.

## 4. Correspondence

All communications from Bidders to WFD relating to the tender must be in writing and addressed to the person identified in the Tender Information Pack. Any request for information should be received at least 5 days before the Closing Date, as defined in the Invitation to Tender. Responses to questions submitted by any Bidder will be circulated (or otherwise made available) by WFD to all Bidders to ensure fairness in the process.

## 5. Acceptance of tenders

WFD may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that WFD so wishes. WFD is under no obligation to accept the lowest or any tender.

## **6. Alternative offer**

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve WFD's Specification) these may, at WFD's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. WFD is under no obligation to accept Alternative Offers.

## **7. Prices**

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax chargeable or any similar tax (if applicable).

## **8. No reimbursement of tender expenses**

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

## **9. Non-Disclosure and Confidentiality**

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to WFD's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential. All Bidders shall:

- a) recognise the confidential nature of the Confidential Information;
- b) respect the confidence placed in the Bidder by WFD by maintaining the secrecy of the Confidential Information;
- c) not employ any part of the Confidential Information without WFD's prior written consent, for any purpose except that of tendering for business from WFD;
- d) not disclose the Confidential Information to third parties without WFD's prior written consent;
- e) not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to WFD;
- f) use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- g) notify WFD immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

## **10. Award Procedure**

WFD's Selection Panel will review the Bidders and their tenders to determine, in accordance with the Award Criteria, whether they will award the contract to any one of them.

## **11. Information and Record Keeping**

WFD shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which WFD receives the request.

## **12. Anti-Fraud, Bribery and Corruption**

All Bidders are required to comply fully with the principles of WFD's Anti-Bribery, Corruption & Fraud Policy (a summary of which is attached to these Conditions).

### **13. Safeguarding**

All Bidders are required to comply fully with the principles of WFD's Safeguarding Policy (a summary of which is attached to these Conditions).

### **14. Terrorism**

All Bidders are required to comply fully with the principles of WFD's Anti-Terrorism Policy (a summary of which is attached to these Conditions).

### **15. Exclusion Criteria**

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering or terrorism-related offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are responsible for any misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

### **16. Conflict of Interest / Non-Collusion**

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the governors and staff of WFD which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between WFD and if there are any arrangements which have been put in place over the last twenty-four (24) months.
- That it has not communicated to anyone other than WFD the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.
- That none of the key staff proposed for involvement in the services have been employed by the Crown within the past twenty-four (24) months.

# 4. General terms and conditions of purchase

## 1. Definitions and Interpretation

These general terms and conditions ("**Conditions**") provide the basis of any contract between the supplier ("**Supplier**") and WFD (the "**Customer**"), in relation to a purchase ("**Order**") (the Order and the Conditions are together referred to as the "**Contract**"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Order.

These Conditions may be superseded at any time by a signed agreement in writing between the Parties on the same, similar, or different terms.

## 2. Quality and Defects

2.1. The Goods and/or the Services shall, as appropriate:

- a) correspond with their description in the Order and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Customer;
- d) be free from defects in design, material, workmanship and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2. The Customer (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

## 3. Ethical Standards

3.1. The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2. The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3. The Supplier shall comply with the following Customer Policies, which are available upon request: Safeguarding, Anti-Terrorism, and Anti-Fraud, Bribery and Corruption.

## 4. Delivery / Performance

4.1. The Goods shall be delivered to, and the Services shall be performed at the address and on the date or within the period stated in the Order, and in either case during the Customer's usual business hours, except where otherwise agreed in the Order. Time shall be of the essence in respect of this Condition

- 4.2. Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Order, the Supplier shall give the Customer reasonable written notice of the specified date.
- 4.3. Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Customer or its agents at the address specified in the Order.
- 4.4. Risk of damage to or loss of the Goods shall pass to the Customer in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Customer on completion of delivery.
- 4.5. The Customer shall not be deemed to have accepted any Goods or Services until the Customer has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6. The Customer shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Customer's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Customer may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

## **5. Indemnity**

The Supplier shall indemnify the Customer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Customer as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Customer by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

## **6. Price and Payment**

Payment in arrears will be made as set out in the Order and the Customer shall be entitled to off-set against the price set out in the Order all sums owed to the Customer by the Supplier.

## **7. Termination**

- 7.1. The Customer may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one month's written notice.
- 7.2. The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
  - a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
  - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Customer.
- 7.3. In the event of termination, all existing purchase orders must be completed.

## **8. Supplier's Warranties**

- 8.1. The Supplier warrants to the Customer that:
  - a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;

- b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Customer; and
- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Customer to expect in all the circumstances.

## 9. Force majeure

- 9.1. Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "**Force Majeure Event**") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 9.2. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

## 10. General

- 10.1. The Supplier shall not use the Customer's name, branding or logo other than in accordance with the Customer's written instructions or authorisation.
- 10.2. The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all its rights or obligations under the Contract without the Customer's prior written consent.
- 10.3. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails.
- 10.4. If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 10.5. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6. The Contract shall be governed by and construed in accordance with English law. The parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7. A person who is not a party to the Contract shall not have any rights under or in connection with it.

# 5. Certificate of compliance

ITT Reference number	Name of potential supplier
ITT_1819_001	

**On behalf of the potential supplier:**

- I warrant that all the information contained in our Bid (including any attachments) is accurate and true and we undertake to notify WFD of any changes as soon as reasonably practicable.
- I warrant that we have complied with all the requirements set out in the Invitation to Tender and in particular:
  - (a) We have acted in good faith in preparing this Bid
  - (b) We have not engaged in any collusive behaviour; and
  - (c) We have not canvassed or sought information from any Crown or WFD employee.
- I confirm that the potential supplier is not aware of any connection with a member of WFD’s staff that could affect the outcome of the procurement.
- I confirm that we have not communicated with any person other than WFD the value, price, or rates set out in the Bid or shared any other information related to the Bid with any other person.
- I confirm that we have not offered or agreed to pay or paid or given any sum or sums of money, inducement, or valuable consideration directly or indirectly to any other person for doing or having done or causing or having caused to be done in relation to this Bid any act or omission.
- I understand that any instances of illegal anti-competitive practices may be referred to the Office of Fair Trading and may be subject to action under the Competition Act 1998.
- I understand that any misrepresentations may also be the subject of criminal investigation or as a basis for civil action.
- I warrant that we will have formal agreements in place with any sub-contractors and/or consortium members named in this Bid and we can confirm that: each named party has the relevant capabilities and appropriate resources to perform contracts under any agreement to be signed.
- I confirm that we have read, understood, and will comply at all times with the principles of WFD’s Safeguarding Policy, Anti-Fraud, Bribery & Corruption Policy, and Anti-Terrorism Policy and that we will cooperate fully with any applicable due diligence assessment by WFD.

***I warrant that I have the requisite corporate authority to sign, on behalf of the potential supplier, this Bid and this Certificate of Compliance.***

Signed	Name
Date	

# Annex A: WFD's Safeguarding Policy

## Our values and principles

**Child** abuse is when anyone under 18 years of age is being harmed or isn't being looked after properly. Abuse can also be directed at vulnerable adults. **Vulnerable adults** are those aged 18 years or more who either identify themselves as unable to take care of themselves or protect themselves from harm or exploitation, or due to their gender, age or physical illness, mental health, learning or physical disabilities, as well as disasters and conflicts, and who are unable or unwilling as a result to identify themselves as vulnerable or subject to abuse, but are deemed at risk, because they are or may be unable to take care of themselves or protect themselves from harm or exploitation. **Vulnerable adults may include employees, contractors, and/or beneficiaries.**

The abuse can be physical, sexual, emotional or neglect. The abuse and exploitation of children and vulnerable adults happens in all countries and societies across the world. Abuse towards children and vulnerable adults is never acceptable.

It is expected that all who work with WFD are committed to safeguard children and any vulnerable individuals whom they employ or are in contact with.

## What we do

WFD is committed to safeguard children and vulnerable individuals through the following means:

**Awareness:** Ensuring that all staff and those who work with WFD are aware of the problem of child and vulnerable person abuse and the risks to children and vulnerable adults.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with WFD minimise the risks to children and vulnerable adults.

**Reporting:** Ensuring that you are clear on what steps to take where concerns arise regarding the safety of children and vulnerable adults.

**Responding:** Ensuring that action is taken to support and protect children and vulnerable adults where concerns arise regarding possible abuse.

To help you clarify our safeguarding approach, we list here examples of the behaviour by a representative of WFD which are prohibited. These include but are not limited to:

1. Hitting or otherwise physically assaulting or physically abusing children or vulnerable adults.
2. Engaging in sexual activity or having a sexual relationship with anyone under the age of 18 years regardless of the age of majority/consent or custom locally. Mistaken belief in the age of a child is not a defence.
3. Developing relationships with children or vulnerable adults which could in any way be deemed exploitative or abusive.

4. Acting in ways that may be abusive in any way or may place a child or vulnerable adult at risk of abuse.
5. Using language, making suggestions or offering advice which is inappropriate, offensive or abusive.
6. Behaving physically in a manner which is inappropriate or sexually provocative.
7. Sleeping in the same bed or same room as a child or vulnerable adult or having a child/children or vulnerable adult with whom one is working to stay overnight at a home unsupervised.
8. Doing things for children or vulnerable adults of a personal nature that they can do themselves.
9. Condoning, or participating in, behaviour of children or vulnerable adults which is illegal, unsafe or abusive.
10. Acting in ways intended to shame, humiliate, belittle or degrade children or vulnerable adults, or otherwise perpetrate any form of emotional abuse.
11. Discriminating against, showing unfair differential treatment or favour to particular children or vulnerable adults to the exclusion of others.
12. Spending excessive time alone with children or vulnerable adults away from others.
13. Placing oneself in a position where one is made vulnerable to allegations of misconduct.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You should ensure that your staff are aware of the importance of good practice in safeguarding and have access to a whistleblowing facility.

If you or your staff are worried that a child or young person or a vulnerable adult is being abused or neglected or you are concerned about the inappropriate behaviour of an employee, or someone working with WFD, towards a child or young person or vulnerable adult, whether they are an employee or beneficiary, then you are obliged to:

- act quickly and get help
- support and respect the child or vulnerable adult
- where possible, ensure that the child or vulnerable adult is safe
- contact your WFD manager and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org) with your concerns immediately
- keep any information confidential to you and the manager.

If you want to know more about WFD's Safeguarding Policy, then please contact your WFD representative.

# Annex B: WFD's Anti-Corruption, Bribery and Fraud Policy

## Our values and principles

WFD does not allow any partner, supplier, sub-contractor, agent or any individual engaged by WFD to behave in a corrupt manner while carrying out WFD's work.

## What we do

WFD is committed to preventing acts of fraud, bribery and corruption through the following means:

**Awareness:** Ensuring that all staff and those who work with WFD are aware of the problem of fraud and bribery and corruption.

**Prevention:** Ensuring, through awareness and good practice, that staff and those who work with WFD minimise the risks of fraud and bribery and corruption.

**Reporting:** Ensuring that all staff and those who work with WFD are clear on what steps to take where concerns arise regarding allegations of fraud and bribery and corruption.

**Responding:** Ensuring that action is taken to support and protect assets and identifying cases of fraud and bribery and corruption.

To help you identify cases of fraud and bribery and corruption, behaviour which amounts to corruption includes but is not limited to:

- a) Paying or Offering a Bribe – where a person improperly offers, gives or promises any form of material benefit or other advantage, whether in cash or in kind, to another in order to influence their conduct in any way.
- b) Receiving or Requesting a Bribe – where a person improperly requests, agrees to receive or accepts any form of material benefit or other advantage, whether in cash or in kind, which influences or is designed to influence the individual's conduct in any way.
- c) Receiving or Paying a so-called 'Grease' or 'Facilitation' payment – where a person improperly receives something of value from another party for performing a service or other action that they were required by their employment to do anyway.
- d) Nepotism or Patronage – where a person improperly uses their employment to favour or materially benefit friends, relatives or other associates in some way. For example, through the awarding of contracts or other material advantages.
- e) Embezzlement - where a person improperly uses funds, property, resources or other assets that belong to an organisation or individual.
- f) Receiving a so-called 'Kickback' Payment – where a person improperly receives a share of funds, a commission, material benefit or other advantage from a supplier as a result of their involvement in a corrupt bid or tender process.

- g) Collusion – where a person improperly colludes with others to circumvent, undermine or otherwise ignore rules, policies or guidance.
- h) Abuse of a Position of Trust – where a person improperly uses their position within their organisation to materially benefit themselves or any other party.

In addition, fraud takes place whenever a staff member or someone WFD is working with acts dishonestly and does something with the intention of making a gain for themselves or causes someone else a loss.

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect the assets of WFD from any form of fraud or corruption. Furthermore, you must immediately inform your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org). Failure to report will be treated as serious and may result in termination of any agreement with WFD.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on bribery and corruption
- contact your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org) with your concerns immediately
- keep any information confidential to you and the representative.

Attempted corruption is as serious as the actual acts and will be treated in the same way under this policy.

If you want to know more about the Anti-Fraud, Bribery and Corruption Policy then please contact your WFD representative.

# Annex C: WFD's Anti-Terrorism Policy

## Our values and principles

WFD requires that all partners, suppliers, sub-contractors, agents or individual engaged by WFD complies with all laws, including, specifically, the laws of the United Kingdom, the European Union and the United Nations, as well as any other applicable legal or regulatory requirements, such as local laws.

WFD condemns terrorist acts and those who promote and fund such activities.

## What we do

WFD is committed to preventing acts of terrorism through the following means:

**Awareness:** Ensuring that all staff and those who work with WFD are aware of the problem of terrorism.

**Prevention:** Ensuring that WFD funds and/or resources are not used to support terrorism.

**Reporting:** Ensuring that action is taken to report any known or suspected acts of terrorism, or connections between WFD partners and terrorist organisations.

**Responding:** Ensuring that action is taken to prevent terrorism or the support of terrorism.

To help you identify cases of terrorism being support, behaviour which must be reported includes but is not limited to the belief or suspicion that WFD staff or a third party:

- has sought to raise funds or secure property for the purposes of terrorism;
- has received funds or property for the purposes of terrorism;
- is providing funds or property to another with the intention or suspicion that it is to be used for the purposes of terrorism;
- uses or possesses any money or property for the purposes of terrorism; and/or
- becomes concerned in an arrangement relating to such matters above;

In order that the above standards of reporting and responding are met, **this is what is expected of you:**

You have a duty to protect WFD from involvement in any form of terrorist activity. Furthermore, you must immediately inform your WFD representative and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org). Failure to report will be treated as serious and may result in termination of any agreement with WFD.

You are obliged to:-

- act quickly and get help
- encourage your own staff to report on terrorist activity

- contact your WFD representative with your concerns immediately and/or the WFD Director of Operations & Company Secretary, Chris Lane, at [chris.lane@wfd.org](mailto:chris.lane@wfd.org)
- keep any information confidential to you and the WFD representative.

There is no minimum amount for an incident to be reportable. If you want to know more about the WFD Anti-Terrorism Policy, then please contact your WFD representative.