**APPENDIX A**

**Annex A**

**WHAT GOOD FAIR WORK PRACTICE LOOKS LIKE**

Good Practice examples equality of opportunity and diversity

* Clear managerial responsibility to nurture talent and help individuals fulfil their potential, including for example, promoting equality of opportunity and developing a workforce which reflects characteristics such as age, gender, religion or belief, race, sexual orientation and disability
* Fair Work expects employers to go beyond their legal obligations under the [Equality Act 2010](https://www.legislation.gov.uk/ukpga/2010/15/contents), enhancing the protections for workers on the basis of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, and, sexual orientation.
* Employment can play a major part in addressing racial inequality. Through fair working practice, minority ethnic workers will be able to access and sustain employment commensurate with their skills, experience and/or employment goals and in working environments that are diverse and inclusive.
* Disabled people also experience discrimination and a lack of access to opportunity. We need to ensure our workplaces are not designed or operating in ways that can create barriers and exclude disabled people. Fair and equal access, and the provision of appropriate support, can greatly improve disabled people’s chances, enabling access to jobs, job retention and career progression.

Good practice examples recruitment

* Recruitment, retention and promotion processes prevent bias and barriers, e.g. ’blind’ recruitment; providing any additional support/adjustments at interviews; diversity in interview panels; exit interviews are used to understand why a person is leaving.
* Workers have opportunities to influence the organisation’s approach to workplace equality, including by sharing their own experiences.
* The organisation gathers data to understand its workforce diversity and has a plan in place to address under-representation.
* Governance structures are gender balanced and the organisation is working to ensure parity for minority ethnic, disabled and younger people.
* Workplace adjustments are made for disabled staff who need it, e.g. Access to Work.
* Everyone has equal access to appropriate learning & development opportunities.
* All staff have opportunities to discuss their support needs with management.
* Employers are able to provide safe spaces for workers to express their concerns and raise issues and where workers are confident that their concerns are dealt with appropriately by trained personnel.

Good examples support for learning and development

* Effective workforce development involves employers providing opportunities for their staff at all levels of the organisation and should be a shared responsibility and shared commitment between the employer and workers.
* Everyone should be able to engage in lifelong learning.

1. Learning & development is integrated in the organisation’s strategic planning and workers and management jointly identify development needs and priorities, ensuring both individual and organisational needs are met.
2. Regular equality and diversity training is provided for all staff.
3. Learning & development opportunities are provided, and regularly reviewed, to help build the organisation’s resilience and responsiveness to change.
4. Formal and informal learning is offered across the workforce, relating to people’s particular role and wider development.
5. The organisation is committed to providing apprenticeships.

Good examples secure employment and avoiding exploitative employment practices, including for example no inappropriate use of zero hours contracts

* Although there is no legal definition of a zero-hours contract, in the context of Fair Work, such a contract is one which does not guarantee any work to the individual and does not set out a minimum number of hours (whether ongoing or for a set period). An employer is likely to be using a zero-hours contract inappropriately if:
* they offer a worker a regular pattern of work or regular number of hours but offer only a casual/zero-hours contract;
* a worker has had no say in the zero-hours contract and actually wants a contract of employment guaranteeing a minimum number of hours;
* they put pressure on a worker to accept the terms of a zero-hours contract (where challenged) in order to keep their job;
* there is an expectation that workers will accept all hours offered but no reciprocal expectation that the employer will guarantee hours of work.
* Employers using zero-hours contracts should be able to credibly explain their exceptional circumstance which leads to them using such contracts and the steps they are taking to review their business model to eliminate these circumstances.
* All staff are employed on open-ended or fixed term contracts with confirmed hours and work pattern.
* All staff have a contract which accurately reflects the hours worked, guarantees a fair minimum number of hours per week and does not involve compulsory overtime.
* Staff get reasonable notice of shifts – at least 4 weeks ahead of time and are paid for cancelled shifts within this period.
* Core and flexible staff resources are reviewed at least annually to determine if any staff on a zero-hours or minimum-hours contract can be moved to a permanent or fixed-term contract with a fixed number of hours and/or a regular pattern.
* Zero-hours contracts are not used to the detriment of workers with protected characteristics and where this is happening, the organisation is taking remedial action.
* Zero-hours contracts are not used to fill actual longer-term vacancies.

There is a clear, published policy and process to enable someone to request a move from a zero-hour contract with guaranteed and set hours. Good examples workforce voice and recognition

* Effective voice is much more than having a communication channel available within an organisation. It requires a safe environment where dialogue and challenge are central to the organisational culture, are dealt with constructively, and where employee views are sought out, listened to and acted upon, and can make a difference.
* Effective voice requires workers, employers and trade unions or worker representative groups to work in partnership to make sure the right decisions are made to ensure workers are treated fairly and equitably. The co-determination of working practices is key to delivering all of the dimensions of Fair Work effectively.
* Involving trade union/employee representatives in key governance and decision-making structures.
* Recognising trade unions for the purpose of collective bargaining and encouraging membership, where this is the workforce’s preferred route, and providing appropriate facility time for supporting regular engagement between union/s and members.
* Constructive dialogue between the employer, workers and where appropriate a relevant trade union/s to address workplace issues or disputes, e.g. absence management, grievance, health & safety.
* Regular surveys are carried out to understand worker views, including how well they feel effective voice is facilitated in the organisation, and are involved in agreeing and progressing improvement action.
* Appropriate collective consultation and a clear route for resolving issues at both individual and collective levels, such as through a grievance or collective disputes procedure.
* Dealing with issues/concerns which have been formally raised fairly in a timely and constructive manner and which promotes confidence that, whatever the outcome, fair processes have supported fair resolution.

Appropriate measures are in place to support dignity in the workplace and implement zero tolerance of workplace bullying and other forms of abuse and harassment.

**APPENDIX A – ROLE WITHIN THIS ASSIGNMENT: PROJECT MANAGER**

|  |
| --- |
| **NAME:**    **POSITION WITHIN ORGANISATION:** |
| **SPECIFIC EXPERIENCE – Please provide detail to address:** |
| 1. The Project Manager must have practical experience of working with government-level economic development agencies. |
| 1. Knowledge of similar economic development programmes: |
| 1. Knowledge of current and planned government policies and strategies in the innovation field: |
| 1. Experience and knowledge in conducting evaluations and economic appraisals. |
| The tenderer must provide two distinct examples demonstrating the Project Manager's experience in leading a project team to complete an evaluation and two separate examples of conducting an economic appraisal of a government-funded business development or innovation programme within the last three years. The examples for evaluation and economic appraisal may be different.  NB: Three years is defined as 3 years from the closing date stated on this tender document.    Example 1 - Evaluation    Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |
| Example 2  - Evaluation  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |
| Example 1  - Economic Appraisal  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |
| Example 2  - Economic Appraisal  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |

**Responses (per person) contained within this Appendix must not exceed 4 A4 pages– Font size Arial 11. Anything in excess of this page limit will not be evaluated.**

**APPENDIX B – ROLE WITHIN THIS ASSIGNMENT: SENIOR CONSULTANT**

|  |
| --- |
| **NAME:**    **POSITION WITHIN ORGANISATION:** |
| **SPECIFIC EXPERIENCE** |
| 1. The Senior Consultant must have practical experience of working with government-level economic development agencies: |
| 1. Knowledge of similar economic development programmes: |
| 1. Knowledge of current and planned government policies and strategies in the innovation field |
| 1. Experience and knowledge of conducting evaluations and economic appraisals |
| The tenderer must provide two distinct examples demonstrating the Senior Consultant's key role in carrying out an evaluation and two separate examples of conducting an economic appraisal of a government-funded business development or innovation programme within the last three years. The examples for evaluation and economic appraisal may be different.  NB: Three years is defined as 3 years from the closing date stated on this tender document.    Example 1 - Evaluation  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |
| Example 2  - Evaluation  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |
| Example 1  - Economic Appraisal  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |
| Example 2  - Economic Appraisal  Client:  Assignment:  Date Completed:  Description of Assignment and its relevance: |

**Responses (per person) contained within this Appendix must not exceed 4 A4 pages– Font size Arial 11. Anything in excess of this page limit will not be evaluated.**

**APPENDIX C – ADDITIONAL STAFF MEMBERS**

|  |
| --- |
| **NAME:**    **POSITION WITHIN ORGANISATION:** |
| **ROLE WITHIN THIS ASSIGNMENT INCLUDING DUTIES:** |

**Responses (per person) contained within this Appendix must not exceed 2 A4 pages– Font size Arial 11.**

**APPENDIX D – COST SCHEDULE**

The proposed cost of the assignment **should be stated in £ Sterling** **and should be exclusive of VAT**.

**BREAKDOWN OF COSTS AND DAYS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Programme Activity** | **Resource Name** | **Number of Days** | **Cost £ STG** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | Totals |  |  |

**DAILY RATES**

|  |  |
| --- | --- |
| **Individual** | **Daily Rate £** |
|  |  |
|  |  |
|  |  |
|  |  |

**ESTIMATE OF EXPENSES**

Please provide an estimate of expenses, which you anticipate will be incurred during the course of the assignment.

|  |  |
| --- | --- |
| **Expense Description** | **Estimated Amount £** |
|  |  |
|  |  |
|  |  |
| Total |  |

**TOTAL ASSIGNMENT COST** (Including Expenses) excluding VAT

|  |  |
| --- | --- |
| **Total cost (days)** |  |
| **Total cost (Expenses)** |  |
| **TOTAL ASSIGNMENT COST** £ |  |

**Appendix E – VAT**

**VAT REGISTRATION**

Part 1 or Part 2 to be completed as appropriate by the Tenderer and returned at the time of tendering.

|  |  |
| --- | --- |
| 1. My/Our VAT Registration Number is |  |
| Signed by |  |
| For and on behalf of |  |
|  |  |
|  |  |
| Date: |  |
|  |  |
| 1. I/We are “EXEMPT” from VAT under the terms of the Finance Act 1972 |  |
| Signed |  |
| For and on behalf of |  |
|  |  |
| Date |  |

**Appendix F**

**DECLARATION AND UNDERTAKING TO BE SIGNED BY ALL MAIN CONTRACTORS, NOMINATED SUB-CONTRACTORS OR CONSULTANTS TENDERING FOR THE EXECUTION OF WORKS OR THE SUPPLY OF GOODS OR SERVICES AND MUST BE RETURNED AT THE TIME OF TENDERING**

**FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

1. Article 64 of the Fair Employment and Treatment (Northern Ireland) Order 1998 provides inter alia that a public authority shall not accept an offer to execute any work or supply any goods or services where the offer is made by an unqualified person in response to an invitation by the public authority to submit offers.  Article 64(4) also provides that the public authority shall take all such steps as are reasonable to secure that no work is executed or goods or services supplied for the purposes of such contracts as are mentioned above by an unqualified person.

1. For the purposes of Articles 64 – 66 of the Order, an unqualified person is a person on whom a notice has been served under Article 62(2) or Article 63(1) of the Order and which has not been cancelled.

1. Mindful of its obligations under the Order, InterTradeIreland has decided that is shall be a condition of tendering that a contractor shall not be an unqualified person for the purpose of Articles 64 – 66 of the Order.

1. Contractors are therefore asked to complete and return the form endorsed hereon, with their tender, to confirm that they are not unqualified persons and to undertake that no work shall be executed or goods or services supplied by an unqualified person for the purposes of any contract with Inter*Trade*Ireland to which Article 64 of the Order applies

**FAIR EMPLOYMENT AND TREATMENT (NORTHERN IRELAND) ORDER 1998**

I/We hereby declare that I am/we are not unqualified for the purposes of the Fair Employment and Treatment (Northern Ireland) Order 1998.

I/We undertake that no work shall be executed or goods or services supplied by any unqualified person for the purposes of any contract with InterTradeIreland to which Article 64 of the Order applies.

|  |  |
| --- | --- |
| Signed by: |  |
| Duly authorised to sign for and on behalf of: |  |
| Date: |  |

**Appendix G**

InterTradeIreland

**CERTIFICATE RELATING TO BONA FIDE TENDER**

1. The essence of tendering is that the client shall receive bona fide competitive tenders from all firms tendering.  In recognition of this principle, we certify that this is a bona fide tender intended to be competitive and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person.

1. We also certify that we have not:

1. Communicated to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of this tender;

1. Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

1. Offered or paid or given or agreed to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above

1. We undertake that we will not do any of the acts mentioned in paragraphs 2a, 2b or 2c above at any time before the acceptance or rejection of this tender.

1. In this certificate the word “person” includes any persons and anybody or association corporate or unincorporate any “any agreement or arrangement” includes any such transaction, formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Signed by: |  |
| Duly authorised to sign for and on behalf of: |  |
| Date: |  |

**Appendix H**

**FORM OF TENDER**

**TO BE COMPLETED BY THE TENDERER AND RETURNED AT THE TIME OF TENDERING**

1. I/We the undersigned hereby tender for the contract at the prices quoted in Appendix D forming part of my/our tender response.

1. I/We declare there would be no conflict of interest or perceived conflict of interest in relation to the personnel or type of work involved in this contract.

1. I/We agree that this Tender together with your written acceptance thereof shall constitute a binding contract between us in relation to the whole or such part of the Tender as may be specified in your written acceptance.

1. I/We accept and agree to abide by the Terms of Reference which take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by me/us in connection with this Contract.

1. I/We understand that ITI does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.

1. I/We understand that the acceptance of any Tenders will be on the basis of the published evaluation criteria.

1. I/We understand that the acceptance of this Tender does not bind ITI to place any orders under it and that the ITI may accept more than one Tender for the supply of the service covered by this Tender.

1. I/We understand the ITI reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders and in such circumstances may use the negotiated procedure without a further call for competition.

1. I/We warrant that I/we have all the requisite corporate authority to sign this tender.

|  |  |  |
| --- | --- | --- |
| Dated this | Day of |  |
| **Signed by or on behalf of the Tenderer:** |  | |
| **Name of Tenderer:** |  | |
| **Registered Address:** |  | |
|  |  | |