

Financial Regulations – Appendix B (November 2006)

COMMITTEES OF THE COUNCIL - FINANCE COMMITTEE

Chairman	The Hon Treasurer	(ex officio)
	The Chairman of the Council	(ex officio)
	The Vice-Chairman of the Council	(ex officio)
	The Principal	(ex officio)
	The Deputy Principal	(ex-officio)
	Vice –Principal (Strategic Development)	(ex officio)
	Mr I Luder	Nominees of the Council
	2 vacancies	
	Prof N Stickland	Nominees of the
	Prof D Church	Academic Board

Terms of Reference: to advise the Council on the management of the College's financial affairs, and specifically:

1. To recommend to Council the adoption of the consolidated Annual Accounts.
2. To recommend to Council the adoption of an annual budget for the College's activities.
3. To monitor the performance of the College and its constituent parts against the approved budget, and to report significant variances to Council.
4. To recommend to Council the appointment of investment advisors, bankers and other financial advisors.
5. To manage the College's investments in consultation with the investment advisors and to report the performance of the College's investments to Council.
6. To recommend to Council any significant changes proposed to the College's interests in land and property.
7. To recommend to Council the establishment of subsidiary companies or undertakings, and to monitor the performance of such companies or undertakings.
8. To consider and make recommendations on any matter referred to it by Council, the Audit Committee or the Estates Committee.

Financial Regulations – Appendix C (November 2006)

COMMITTEES OF THE COUNCIL – AUDIT COMMITTEE (as at December 2006)

Chairman	Mr R Green Dr G Schild Dr A Wight Mr JC Milne Ms Catherine Swarbrick
-----------------	--

Terms of Reference:

Constitution

1. The Council has established a committee of the Council known as the audit committee.

Membership

2. The committee and its chair shall be appointed by the Council, from among its own members, and must consist of members with no executive responsibility for the management of the institution. There shall be no fewer than three members; a quorum shall be at least two members. The chair of the Council should not be a member of the committee. Members should not have significant interests in the institution.
3. At least one member should have recent and relevant experience in finance, accounting or auditing. The committee may, if it considers it necessary or desirable, co-opt members with particular expertise. No member of the committee may also be a member of the finance committee (or equivalent), unless specifically authorised by the Higher Education Funding Council for England (HEFCE) under the terms of paragraph 73 of the Code.

Attendance at meetings

4. The Director of Finance (or equivalent), a representative of the internal auditors, and a representative of the external auditors shall normally attend meetings where business relevant to them is to be discussed. **However, at least once a year the committee should meet with the external and internal auditors without any officers present.**

Frequency of meetings

5. Meetings shall normally be held at least three times each financial year. The external auditors or internal auditors may request a meeting if they consider it necessary.

Authority

6. The committee is authorised by the Council to investigate any activity within its terms of reference. It is authorised to seek any information it requires from any employee, and all employees are directed to co-operate with any request made by the committee.
7. The committee is authorised by the Council to obtain outside legal or other independent professional advice and to secure the attendance of non-members with relevant experience and expertise if it considers this necessary, normally in consultation with the designated officer and/or chairman of the Council. However, it may not incur direct expenditure in this respect in excess of £5,000 without the prior approval of the Council.
8. The audit committee will review the audit aspects of the draft annual financial statements. These aspects will include the external audit opinion, the statement of members' responsibilities, the statement of internal control and any relevant issue raised in the external auditors' management letter. The committee should, where appropriate, confirm with the internal and external auditors that the effectiveness of the internal control system has been reviewed, and comment on this in its annual report to the Council.

Duties

9. The duties of the committee shall be:
 - a. To advise the Council on the appointment of the external auditors, the audit fee, the provision of any non-audit services by the external auditors and any questions of resignation or dismissal of the external auditors.
 - b. To discuss if necessary with the external auditors, before the audit begins, the nature and scope of the audit.
 - c. To discuss with the external auditors problems and reservations arising from the interim and final audits, including a review of the management letter incorporating management responses, and any other matters the external auditors may wish to discuss (in the absence of management where necessary).
 - d. To consider and advise the Council on the appointment and terms of engagement of the internal audit service, the audit fee, the provision of any non-audit services by the internal auditors and any questions of resignation or dismissal of the internal auditors.
 - e. To review the internal auditors' audit risk assessment and strategy; to consider major findings of internal audit investigations and management's response; and to promote co-ordination between the internal and external auditors. The committee will ensure that the resources made available for internal audit are sufficient to meet the institution's needs (or make a recommendation to the Council as appropriate).
 - f. **To keep under review the effectiveness of the risk management, control and governance arrangements**, and in particular to review the external auditors' management letter, the internal auditors' annual report, and management responses.
 - g. To monitor the implementation of agreed audit-based recommendations, from whatever source.
 - h. To ensure that all significant losses have been properly investigated and that the internal and external auditors, and where appropriate the HEFCE accounting officer, have been informed.
 - i. To oversee the institution's policy on fraud and irregularity, including being notified of any action taken under that policy.
 - j. To satisfy itself that satisfactory arrangements are in place to promote economy, efficiency and effectiveness.
 - k. To receive any relevant reports from the National Audit Office, HEFCE and other organisations.
 - l. To monitor annually the performance and effectiveness of external and internal auditors, including any matters affecting their objectivity, and to make recommendations to the Council concerning their reappointment, where appropriate.
 - m. To consider elements of the annual financial statements in the presence of the external auditors, including the auditors' formal opinion, the statement of members' responsibilities and the statement of internal control, in accordance with HEFCE's Accounts Directions.

- n. In the event of the merger or dissolution of the institution, to ensure that the necessary actions are completed, including arranging for a final set of financial statements to be completed and signed.

Reporting procedures

10. The minutes (or a report) of meetings of the committee will be circulated to all members of the Council.
11. The committee will prepare an annual report covering the institution's financial year and any significant issues up to the date of preparing the report. The report will be addressed to the Council and designated officer, summarising the activity for the year. It will give the committee's opinion on the adequacy and effectiveness of the institution's arrangements for the following:
 - risk management, control and governance (the risk management element includes the accuracy of the statement of internal control included with the annual statement of accounts)
 - economy, efficiency and effectiveness (value for money).

This opinion should be based on the information presented to the committee. **The audit committee annual report should normally be submitted to the Council before the members' responsibility statement in the annual financial statements is signed.**

Clerking arrangements

12. The clerk to the audit committee will be the Secretary to the Council (or other appropriate independent individual).

16 January 2007

RESPONSIBILITIES OF INTERNAL AUDIT

HEFCE Accountability and Audit Code of Practice - Annex G - Internal audit: model terms of reference

1. The internal audit service is responsible for providing an objective and independent appraisal of all the institution's activities, financial and otherwise. It should provide a service to the whole organisation, including the governing body and all levels of management. It is not an extension of, nor a substitute for, good management, although it can have a role in advising management. The internal audit service is responsible for evaluating and reporting to the institution's governing body and designated officer, and thereby providing them with assurance on the arrangements for risk management, control and governance, and VFM. It remains the duty of management, not the internal auditor, to operate these arrangements.

Scope

2. All the institution's activities, funded from whatever source, fall within the remit of the internal audit service. The internal audit service will consider the adequacy of controls necessary to secure propriety, economy, efficiency and effectiveness in all areas. It will seek to confirm that management have taken the necessary steps to achieve these objectives and manage the associated risks.

3. The scope of internal audit work should cover all operational and management controls and should not be restricted to the audit of systems and controls necessary to form an opinion on the financial statements. This does not imply that all systems will be subject to review, but that all will be included in the audit risk assessment and hence considered for review following the assessment of risk. It follows that if internal audit is to give an opinion on the whole system then that will include academic operations. The role of internal audit in this area is to confirm that there are adequate systems for the management of teaching and learning and research. For example, internal audit could confirm that the examination system is operating effectively and meeting its objectives, but this does not mean that internal audit should form academic judgements. Similarly, internal audit might review a research grant to ensure that the requirements of the grant have been met, but it should not form a view on the merit of the research undertaken.

4. It is not within the remit of the internal audit service to question the appropriateness of policy decisions. However, internal audit is required to examine the arrangements by which such decisions are made, monitored and reviewed.

5. The internal audit service may also conduct any special reviews requested by the governing body, audit committee or designated officer, provided such reviews do not compromise its objectivity or independence, or achievement of the approved audit plan.

Responsibilities

6. The head of the internal audit service is required to give an annual opinion to the governing body and designated officer, through the audit committee, on the adequacy and

effectiveness of the arrangements for risk management, control and governance; and for economy, efficiency and effectiveness (value for money) within the institution; and the extent to which the governing body can rely on these. He or she should also comment on other activities for which the governing body is responsible, and to which the internal audit service has access.

7. To provide the required assurance, the internal audit service will undertake a programme of work, based on a strategy authorised by the governing body on the advice of the audit committee. The programme will evaluate the arrangements in place:
- a. To establish and monitor the achievement of organisational objectives.
 - b. To identify, assess and manage risks to those objectives.
 - c. To advise on, formulate and evaluate policy within the responsibilities of the designated officer.
 - d. To ensure compliance with policies, laws and regulations.
 - e. To ascertain the integrity and reliability of financial and other information provided to management and stakeholders, including that used in decision making.
 - f. To ascertain that systems of control are laid down and operate to promote the economic, efficient and effective use of resources and to safeguard assets.

Standards and approach

8. The internal audit service's work will be performed with due professional care, in accordance with appropriate professional auditing practice. It will have regard to Treasury and IIA standards and will comply with the HEFCE Code of Practice.
9. In achieving its objectives the internal audit service will develop and implement an audit strategy that assesses the institution's arrangements for risk management, control and governance and for achieving value for money.
10. The head of internal audit will implement measures to monitor the effectiveness of the service and compliance with standards. The audit committee will consider and approve these performance measures and may also ask the external auditor to provide an independent assessment of internal audit's effectiveness.

Independence

11. The internal audit service has no executive role, nor does it have any responsibility for the development, implementation or operation of systems. However, it may provide independent and objective advice on risk management, control and governance, value for money and related matters, subject to resource constraints. For day to day administrative purposes only, the head of internal audit should report to a senior officer within the institution, such as the institution's clerk or secretary. (The reporting arrangements should take account of the nature of audit work undertaken.) The head of internal audit shall have

right of access to the institution's designated officer.

12. Within the institution, responsibility for risk management, control and governance arrangements and the achievement of value for money rests with the governing body and management, who should ensure that appropriate and adequate arrangements exist without reliance on the institution's internal audit service. To preserve the objectivity of the internal auditors' professional judgement, it is for management to determine whether or not to accept audit recommendations, to recognise and accept the risks of not taking action, and to implement recommendations.

13. **Access**

14. The internal audit service has rights of access to all the institution's records, information and assets which it considers necessary to fulfil its responsibilities. Rights of access to other bodies funded by the institution should be set out in the conditions of funding. The head of internal audit has a right of direct access to the chair of the governing body, the chair of the audit committee and the designated officer. In turn, the internal audit service agrees to comply with any requests from the external auditors and HEFCE Assurance Service for access to any information, files or working papers obtained or prepared during audit work that they need to discharge their responsibilities.

Reporting

15. The head of the internal audit service must submit an annual report to the governing body and designated officer through the audit committee. The report must relate to the institution's financial year, and include any significant issues up to the date of preparing the report which affect the opinion. The report should give an opinion on the adequacy and effectiveness of the institution's arrangements for:

- risk management, control and governance, and
- economy, efficiency and effectiveness

and the extent to which the governing body can rely on them. The auditor should also prepare, before the beginning of the year, an audit risk assessment and strategy supported by an assessment of resource needs. These should be submitted to the governing body for approval following consultation with relevant managers and the designated officer, and after consideration by the audit committee.

16. The head of the internal audit service is accountable to the designated officer and the governing body through the audit committee for the performance of the service. He or she should also report audit findings to relevant managers (including the designated officer) and draw the attention of the audit committee to key issues and recommendations. This may be done by providing the committee with copies of all reports, or by reporting on an exception basis, or by providing a summary of key issues.

17. The internal audit service should usually produce its reports, in writing, within one month of completing each audit, giving an opinion on the system reviewed and making recommendations to improve systems where appropriate. Such reports should be copied to the designated officer and may be copied to the audit committee and the external auditor. Managers will be required to respond to each audit report, usually within one month of issue, stating their proposed action with a timetable for implementing agreed

recommendations. Material recommendations will usually be followed up some 6-12 months later. In addition the audit committee will monitor the implementation of audit recommendations.

18. The head of the internal audit service should report to the designated officer any serious weaknesses, significant fraud or major accounting breakdown discovered during the normal course of audit work. If the designated officer refuses to report the matter to the HEFCE accounting officer, the chair of the audit committee and the chair of the governing body, then the auditor must report to them directly.

Liaison

19. The internal audit service will liaise with the external auditors and the HEFCE Assurance Service to optimise the audit services provided to the institution.

ROYAL VETERINARY COLLEGE - CONDITIONS OF CONTRACT

1 INTERPRETATION

1.1 In these Conditions:

"BUYER"	means The Royal Veterinary College, Royal College Street, London NW1 0TU or The Royal Veterinary College, Hawkshead Lane, North Mymms, Hatfield, Herts. AL9 7TO.
"CONDITIONS"	means the standard terms and a condition of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Buyer and the Seller.
"CONTRACT"	means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services.
"DELIVERY ADDRESS"	means the address stated on the Order.
"GOODS"	means the goods (including any installment of the goods or any part of them) described in the order.
"ORDER"	means the Buyer's purchase order to which these conditions are annexed.
"PRICE"	means the price of the Goods and/or the charge for the service.
"SELLER"	means the person so described in the Order.
"SERVICES"	means the services (if any) described in the Order.
"SPECIFICATION"	includes any plans, drawings, data or other information relating to the Goods or Services.
"WRITING"	includes telex, cable, facsimile transmission and comparable means of communication & email

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 No variation to the Order or these Conditions shall be binding unless agreed in Writing between the authorized representatives of the Buyer and the seller.

3 SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in Writing by the Buyer.

3.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods and the performance of the Services.

- 3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 3.5 If as a result of inspection or testing the Buyer is not satisfied that the goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of inspection or testing, the Seller shall take such steps necessary to ensure compliance.
- 3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4 PRICE OF THE GOODS AND SERVICES

- 4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:
 - 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and
 - 4.1.2 inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than Value Added Tax.
- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.
- 4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5 TERMS OF PAYMENT

- 5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.
- 5.2 Unless otherwise stated in the Order, the Buyer shall pay the price of the Goods and Services within 30 days after the end of the month of receipt by the Buyer or a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.
- 5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6 DELIVERY

- 6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.
- 6.2 Where the date of delivery of the Goods or performance of the Services is to be specified after placing of the Order, the Seller shall give the Buyer reasonable notice of the specified date.
- 6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.
- 6.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 6.6 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
- 6.7 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7 RISKS AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery (or upon completion of installation, testing and handing over to buyer satisfaction, where applicable), in accordance with the Contract.
- 7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the buyer once payment has been made and the Goods have been appropriated to the Contract.

8 WARRANTIES AND LIABILITIES

- 8.1 The Seller warrants to the Buyer that the Goods:
 - 8.1.1 will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed;
 - 8.1.2 will be free from defects in design, material and workmanship;
 - 8.1.3 will correspond with any relevant Specification or sample; and
 - 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.
- 8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled
 - 8.3.1 to require the Seller to repair the goods or to supply replacement goods or services in accordance with the Contract within 7 days; or
 - 8.3.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.
- 8.4 The Seller shall indemnify the buyer in full against all liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
 - 8.4.1 breach of any warranty given by the Seller in relation to the Goods or the Services;
 - 8.4.2 any claim that the Goods infringe, or their importation use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
 - 8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 8.4.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
 - 8.4.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

9 TERMINATION

- 9.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving Notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the Price for the Goods and Services in respect of which the Buyer has exercised its rights of cancellation, less the Seller's net saving of cost arising from cancellation.
- 9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
 - 9.2.1 the Seller (being an individual or a partnership) has his estates sequestrated or grants a trust deed for his creditors or (being a company (a) enters into any composition or arrangement (including a voluntary arrangement under the Insolvency Act 1986) with its creditors (b) has an administration order or a winding up order made in respect of it or (c) passes a resolution for voluntary wind up (other than for the purposes of reconstruction or amalgamation)
 - 9.2.2 a Receiver is appointed over any of the property or assets of the Seller; or

- 9.2.3 the Seller ceases, or threatens to cease, to carry on business; or
- 9.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

10 GENERAL

- 10.1 Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 10.5 The laws of England and Wales shall govern the Contract

16 January 2007



Model Document

INVITATION TO TENDER
for
CONSULTANCY SERVICES
(Management and IS/IT Consultants)

Note: This model should be used as indicated in the Finance Office Procedure Note 14 (Consultancy Procurement)

Edition (date): 10/2004



INVITATION TO TENDER

For

MANAGEMENT CONSULTANCY SERVICES Relating to [NAME OF PROJECT]

[Month and year of despatch of ITT]

[Guidance Note: Change the title to suit the project - e.g. "INFORMATION TECHNOLOGY CONSULTANCY SERVICES relating to the ENHANCEMENT OF THE STUDENT RECORDS SYSTEM"]

[Guidance Note: this Letter of Invitation should be on suitable printed headed paper, with an “original” letter going to each firm on the tender list]

[Date]

To:

Dear Sirs

INVITATION TO TENDER FOR THE PROVISION OF MANAGEMENT CONSULTANCY SERVICES relating to [NAME OF PROJECT]

You are invited to tender for the above contract. The Invitation to tender consists of the following documents:

- Letter of Acknowledgement
- Part 1 - Tendering Instructions
- Part 2 - Conditions of Tender
- Part 3 - Form of Tender
- Part 4 - Contract Documents

Please check the contents of the Invitation to Tender package when you receive it and then return the Letter of Acknowledgement to us.

You are required to hold all information pertaining to this contract confidential and to limit the dissemination of information within your organisation on a need-to-know basis.

Your tender must be received by noon on [DATE], which date will be the Tender Date. It is our intention to complete our tender evaluation in such time that the contract for this work will be awarded by [DATE], in time for the Contract to commence on [DATE].

Yours sincerely,

[Name of Project Manager]

LETTER OF ACKNOWLEDGEMENT

Date:

To: [*Name of Project Manager*]
[*Designation/Departmental address*]
Royal Veterinary College
Royal College Street
London
NW1 0TU

Dear [*name of Project Manager*],

CONTRACT FOR PROVISION OF MANAGEMENT CONSULTANCY SERVICES relating to [*NAME OF PROJECT*]

1. We acknowledge receipt of your Invitation to Tender package.
- 2.* We have received all the documents listed in the Invitation to Tender in good condition and we intend to tender in accordance with the specified requirements.

or

- 2.* We do not wish to tender and therefore return the whole Invitation to Tender package with this letter.

Yours sincerely,

()

For and on behalf of:

* Delete as required.

PART 1 - TENDERING INSTRUCTIONS

1. Introduction

1.1 The Royal Veterinary College (The College) wish to appoint a Contractor to provide Management Consultancy Services relating to [*name of Project*]. The appointment will be by a process of competitive tender.

1.2 [Guidance Note: Provide here up to 5 lines describing the Project and the reasons for requiring consultancy services, and continue with the following two sentences.] The requirement is set out in the *Description of Work*, which also provides background information [and historical data]. The *Description of Work* is attached as an Annex to this Part (Part 1).

2. Completion of Tender

2.1 Your tender should comprise the following documents:

Form of Tender	-	Offer letter
Appendix A	-	Tenderer's Submission
Appendix B	-	Additional information required by the College
Appendix C	-	Alternative Proposals
Appendix D	-	Qualification of the Contract

You are not required to submit any other documents.

2.2 Form of Tender

Complete and sign the Form of Tender.

2.3 Appendix A - Tenderer's Submission

Complete Appendix A by inserting all of the detail requested. Your answers should relate only to the services and method of recompense set out in the *Description of Work* and in Part 4 - Contract Documents. Prices, if any, for alternative proposals should be included in Appendix C.

Do not add VAT to any of your quoted prices.

This Appendix forms part of the offer made in the Form of Tender.

If you are successful in your tender, the prices you have offered in Appendix A (or in Appendix C, if appropriate), or other prices, which have been agreed in post-tender negotiation or clarification, will be entered into the Contract Documents.

2.4 Appendix B - Additional Information Required by the College

Section I of this Appendix forms part of the offer made in the Form of Tender.

Section II is for additional information not supplied elsewhere:

- (i) Supply us with a copy of your latest published accounts;
- (ii) If you wish, supply us with any other information you feel might legitimately support your tender.

Note: If you wish to submit alternative proposals (in addition to the required proposal) these should be included under Appendix C and **not** under Section II of Appendix B.

2.5 Appendix C - Alternative Proposals

Include under this Appendix any alternative proposals you wish to submit for consideration, and their prices. You are not required to complete this Appendix but innovative proposals designed to provide better value for money would be welcome.

2.6 Appendix D - Qualification of the Contract

Include here details of any areas where you will not be able to comply with the contract as set out in this Invitation to Tender. Qualifications should only be made if you cannot comply with the requirements of the contract at any price. If your tender is qualified we reserve the right to reject it in total.

Part 1 - Tendering Instructions: ANNEX

Description of Work

[Guidance Note: This Annex should describe the work required and should include useful historical and other management information and expected future trends. The more useful information the tenderer has, the less price padding there will be to cover contingencies and the extra risk associated with unknown factors.]

Background

[Guidance Note: Describe in detail the background leading to the decision to seek consultancy help/advice. Say whether the required help/advice is for an independent review, strategic advice, participation in a joint team, a catalyst for change, counselling, or task implementation. The Background should also include any useful historical and other management information and expected future trends.]

Purpose and Expected Benefits

[Guidance Note: State the purpose of the Project and the expected benefits. See Purchasing Procedure Note 14 - Procurement and Management of Consultancy Services.]

Methodology

[Guidance Note: Say how you expect the Consultant to approach the work. This section should be comprehensive and might include statements such as:

- “Review present regulations to ascertain what may no longer be relevant”
- “Ascertain current working practices”
- “Incorporate the most recent technology”
- “Discuss with Heads of departments”
- “Jointly with [e.g. the Planning Unit Administrator] carry out an analysis of”
- “Discuss with the Project Manager how best to and perform the task in the manner agreed.”]

Deliverables

[Guidance Note: Give a list of what you expect the Consultant to deliver. The list might include:

- “Produce a written report and recommendations on The text should be agreed with Project Manager at stages during the Project, and in full before production of the final document.”
- “Provide 1 day of training to (e.g. a class of six Librarians) on how to use”
- “Soon after completion of the written report, at a date to be agreed, lead a 3-hour seminar (with a ½-hour break) to be attended by and covering the following:”
- “Provide a comprehensive written specification for”

Where a report is a deliverable the information required in the report should be defined, e.g.:

- A list of recommendations for action.
- An appraisal of the present situation.
- A description of the work carried out.
- Identification of potential improvements with costs and benefits.
- A summary (specify number of pages).
- An implementation plan.]

Duration

[Guidance Note: This is always tricky! You probably have a limited budget but you should not tell the tenderers how much it is. On the other hand, if your budget allows about 10 consultancy-days, bids for 30 or 40 days are unacceptable. Words along the following lines should help:

“It is the opinion of the College that this work should take no more than [10] consultancy-days. Tenders proposing substantially more than this should explain why.”]

PART 2 - CONDITIONS OF TENDER

1. General

1.1 Contents of the Invitation to Tender

The Tender is to be made strictly in accordance with the requirements of this Invitation to Tender which, together with any addenda that are issued, are together referred to as the Invitation to Tender.

1.2 Return if not tendering

If, after acknowledging receipt of this package, the Tenderer decides not to submit a Tender, the Invitation to Tender package must be returned immediately.

1.3 Enquiries concerning the Tender

Any query in connection with the Tender or the Invitation to tender shall be submitted in writing to:

[Name of Project Manager

Address

E-mail number

Fax number]

The response by the College as well as the nature of the query will be notified to all Tenderers, without disclosing the name of the Tenderer who initiated the query. On no account before the Tender Date is the Tenderer to contact or communicate with any other person involved in work concerning this Invitation to Tender unless the College redirects the enquiry.

1.4 Independent Tender

By submission of a Tender, the Tenderer warrants that:

(a) The prices in the Tender have been arrived at independently, without consultation, communication, agreement or understanding for the purpose of restricting competition, as to any matter relating to such prices, with any other Tenderer or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the Tender have not knowingly been disclosed by the Tenderer, directly or indirectly, to any other Tenderer or competitor, nor will they be so disclosed.

(c) No attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not to submit a Tender for the purpose of restricting competition.

1.5 Modification by the College

Any advice of a modification to the Invitation to Tender shall be issued at least seven days before the Tender Date and shall be issued as an addendum to, and shall be deemed to constitute part of, the Invitation to Tender. If necessary, the College shall revise the Tender Date in order to comply with this requirement. Except under exceptional circumstances no extension of time and date by which the Tender must be submitted will be granted.

2. Preparation of Tender

2.1 Cost of Tender

The College will not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation or delivery or in the evaluation of the Tender.

2.2 Language of Tender

The Tender and all accompanying documents are to be in English.

2.3 Validity Period of Tender

All details of the Tender, including prices and rates, are to remain valid for acceptance until [Date]

[**Guidance Note:** The date to be inserted in paragraph 2.3 should make adequate allowance for slippage in the timing of the award of contract. . Do not confuse this with the fixing of prices for the duration of the contract (or for the first year, etc.).]

2.4 Currency of Tender

Tender prices shall be in sterling.

3. Delivery of Tender

3.1 Number of Copies

Full details of the documents to be returned are given in this Invitation to Tender. These documents shall together comprise the "Tender". Please return the original (clearly marked ORIGINAL) plus [two copies (clearly marked FIRST COPY, SECOND COPY.)]

[**Guidance Note:** It is important to ask for sufficient copies to enable you to give a copy to every member of the Tender Evaluation Team. This saves photocopying, particularly if printed attachments such as company accounts are included.]

3.2 Delivery Date

The Tender must be packed for despatch in the manner described in paragraph 3.3 and **delivered no later than noon on [Date], this date being the TENDER DATE.**

3.3 Delivery

The Tender must be carefully parcelled, sealed and correctly addressed to:

[Name of Project Manager or other person designated to receive the tenders,

Full postal address, including address within the College (e.g. department and building)]

Failure to follow this instruction may render the Tender invalid.

4. Treatment of Tender

4.1 The College's discretion

The College does not undertake to accept the lowest Tender, or part, or all of any Tender, and the acknowledgement of receipt of any submitted Tender shall not constitute any actual or implied agreement

between the College and the Tenderer. The College reserves the right to accept any part, or all, of any Tender or Tenders at its sole discretion.

4.2 Tender not returned

No part of the Tender submitted will be returned to the Tenderer.

4.3 Results of Tendering

[An evaluation team will consider all Tenders correctly submitted and will select one or more for further consideration - the "short list". Short-listed Tenderers may be invited to attend an interview and make a presentation, full details and rules on which will be sent to those concerned. Tenderers not short-listed will be so informed at the same time. Unsuccessful Tenderers will be given reasons for not being selected on receipt of a request from the Tenderer. When the final decision on the results of the Invitation to Tender has been taken the short-listed Tenderers will be informed in writing whether or not they have been successful. No other information shall be given on the progress of the tendering.]

[Guidance Note: It is important to inform tenderers at this stage how the tenders will be evaluated. The tender evaluation strategy, and the evaluation team members, must be agreed well in advance.]

PART 3 - FORM OF TENDER

Date:

To: [*Name of person to receive tenders and full address, as at paragraph 3.3 of Part 2*]

Dear Sirs

CONTRACT FOR: *PROVISION OF CONSULTANCY SERVICES relating to [NAME OF PROJECT]*

1. We have read the information provided in your Invitation to Tender and subject to and upon the terms and conditions contained in Part 4 - Contract Documents - we offer to supply the consultancy services described in the Invitation to Tender in such manner as may be required.

2. Terms and Conditions. We agree that this tender and any contract, which may result there from shall be based upon the documents listed below, and that the Buyer is the College.

2.1 The contract documents as shown in Part 4 of the Invitation to Tender.

2.2 The prices to be inserted in the Contract shall be those shown in Appendix A of our tender; or, if the College selects an alternative proposal from Appendix C, then the prices shown in Appendix C pertaining to that proposal. These prices may be changed before signature of the Contract to take account of any changes agreed in post-tender clarification or negotiation.

2.3 In other sections of the Contract information provided in Section I of Appendix B - Additional Information Required by the College, will be included.

2.4 Any qualifications set out by us in Appendix D - Qualification of the Contract, shall also apply unless they are subsequently withdrawn or changes to them are agreed, although we understand that making a qualification may result in you disregarding our tender in total.

3. In Appendix C - Alternative Proposals, we include alternative proposals, together with prices, which we feel might provide better value for

money for the College than the required proposal. / We do not wish to submit alternative proposals in Appendix C - Alternative Proposals[⊗]

4. The prices quoted in this Tender are valid until [DATE] we confirm that the terms of the Tender will remain binding upon us and may be accepted by you at any time before that date.

5. We note that the contract shall be valid upon acceptance and signature by both parties of the Contract Documents, and that the date of commencement of the provision of services under the contract shall be [DATE] unless an alternative date is agreed and inserted in the contract.

6. Law. We agree that any contract that may result from this tender shall be subject to English Law.

7. We agree to bear all cost incurred by us in connection with the preparation and submission of this Tender and to bear any further costs incurred by us prior to the award of any contract.

8. We agree that any other terms or conditions of contract or any general reservation which may be printed on any correspondence emanating from us in connection with this tender or with any contract resulting from this tender, shall not be applicable to this tender or to the contract.

Dated this _____ day of _____
[YEAR]

Signed _____ in the capacity of

—
Duly authorised to sign Tenders for and on behalf of

—
IN BLOCK CAPITALS

Registered Address:

[⊗] Delete as appropriate

APPENDIX A TO THE FORM OF TENDER

TENDERER'S SUBMISSION

[Guidance Note: This Appendix should be set out in such a way that, insofar as is possible, the Tenderer simply has to fill in prices and other information in the blank spaces, i.e. you specify in this Appendix exactly what prices and further information you want. This reduces the risk of misunderstanding and enables accurate comparisons to be made between the Tenders. The drafting should be such that, where appropriate, the whole, or parts, of the Appendix as submitted by the successful Tenderer can be lifted and placed into the actual contract. The following is an example, which should be changed to suit the circumstances.]

Approach to the Work

We propose to perform the tasks in the *Description of Work* in the following manner.

[Give a detailed description of how you would approach the work. Details should include "milestones" against which progress may be measured. If separate pages are used please make reference to them in the box]

Consultants to be used

We propose to employ the following members of our consulting staff on this work:

NAME	DESIGNATION/GRADE

A copy of the curriculum vitae for each person is attached.

Fees for Consultant-days

We propose to use these members of our consultancy staff for the number of consultant-days and at the rates shown below:

NAME	Consultant-DAYS	DAILY FEE	TOTAL
		£	£
		£	£
		£	£
		£	£
		£	£
Grand Totals		-----	£

Travel and Accommodation Costs

We agree that the College will meet the actual cost of travel and accommodation at the rates laid down for College staff. We anticipate the following travel and accommodation requirements:

Return Journey From	To	Mode of Transport	Round Trip Miles (if by car)	No. of Return Journeys

Overnight Accommodation at (Place)	Number of Consultant-nights

Additional Costs and Resources

We agree that for those parts of the Work performed at the College's premises the College shall provide office accommodation, photocopying facilities, telephones and utilities free of charge. We anticipate the following additional requirements, at the costs shown, which we shall claim from the College:

[Include here the charges you intend to make for additional equipment, secretarial assistance etc.]

DETAILS	CHARGE

TOTAL ADDITIONAL CHARGES =	£

Value Added Tax.

The prices contained herein **exclude** Value Added Tax which shall be chargeable, where appropriate, in accordance with Government legislation.

[**Note:** Prices for any alternative proposals you wish to make should be included in Appendix C.]

APPENDIX B TO THE FORM OF TENDER

ADDITIONAL INFORMATION REQUIRED BY THE COLLEGE

Section I: Information Required for Inclusion in the Contract

1. Name of Consultant's firm:

2. Address:

3. Name, Designation, Telephone No., Fax No. and E-mail address of Consultant's Representative:

Section II: Other Information Required by the College:

- (i) A copy of the Consultant's latest published accounts is attached.
- (ii) [See paragraph 2.4 of the Tendering Instructions. If you wish to supply any other information in support of your Tender it should be

included here. If the information is contained in separate papers a list of the papers should be given here.]

[Guidance Note: The statement immediately above, in square brackets, is guidance for the Tenderer and *should actually appear in square brackets in the ITT.*]

APPENDIX C TO THE FORM OF TENDER

ALTERNATIVE PROPOSALS

[Include here any alternative proposals you wish to submit for consideration, together with their costings. You are not required to complete this Appendix but innovative proposals designed to provide better value for money for the College would be welcome.]

[Guidance Note: The statement immediately above, in square brackets, is guidance for the Tenderer and *should actually appear in square brackets in the ITT.*]

APPENDIX D TO THE FORM OF TENDER

QUALIFICATION OF THE CONTRACT

[The Tenderer should submit details under this heading only if unable to comply with the Terms and Conditions indicated in the Contract documents at Part 4 of the Invitation to Tender.]

[Guidance Note: The statement immediately above, in square brackets, is guidance for the Tenderer and *should actually appear in square brackets in the ITT.*]

PART 4 - CONTRACT DOCUMENTS

Any Contract which may result from this Invitation to Tender will be based upon the attached pro forma Contract into which will be inserted the prices and other details at Appendix A - Tenderer's Submission and in Section I of Appendix B - Additional Information Required by the College. The prices and details may be altered to incorporate any changes agreed in the course of post-tender clarification and negotiation.

In the event that a contract is awarded on the basis of an alternative proposal submitted in Appendix C, the pro forma Contract will be amended to the extent necessary to accommodate that proposal.

[Guidance Note: A pro forma contract should be attached. A suitable draft can be found at Annex 2 (Consultancy Agreement).]