



POST OFFICE LIMITED

INVITATION TO TENDER

Corporate Governance Expert Requirement

TENDER DEADLINE: 14.00 GREENWICH MEAN TIME (GMT) on Friday 10 March 2023



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1. The Requirement

- 1.1. Post Office Limited ("the Company" or "Post Office") is wholly owned by the Secretary of State for Business and Trade, who holds a special share in the Company, the rights of which are enshrined in the Company's Articles of Association. The relationship between the Shareholder, his representative (UK Government Investments Ltd) and the Company, and the Shareholder's expectations of the Company, is set out in the Shareholder Relationship Framework Document (March 2020) which is due to be renewed in March 2023.
- 1.2. Since 2019, when the Company reached a settlement agreement with 555 former or serving sub-postmasters who had brought claims against it, the Company has conducted an exercise of internal and external scrutiny and improvement in the light of the findings of the High Court (Fraser J.), including in relation to its corporate governance.
- 1.3. The Company is currently the subject of a statutory Public Inquiry (chaired by Sir Wyn Williams), which will consider, amongst other issues, whether the Company has learned the lessons from the criticisms made by the High Court and has delivered or made good progress on the organisational and cultural changes necessary to ensure that a similar situation does not happen in the future.
- 1.4. The Company now seeks an expert to evaluate its current corporate governance framework, practices and procedures to determine whether they meet the appropriate standards, taking into account its ownership structure, commitment to social purpose and strategy to maintain commercial sustainability. The appropriate standards for this purpose are to be relevant industry standards, save to the extent that the expert considers that, given the Company's unique corporate complexion, relevant industry standards are not available in any respect, in which case the expert is to evaluate these aspects of the Company against the best practice of organisations of a similar size and operation in retail.
- 1.5. The expert will be required to review all of the written documents which comprise the Company's current corporate governance framework, including but not limited to policies, codes or manuals that set out the Company's approach to governance, against that measure, as well as to assess the extent to which the everyday, practical governance of the Company is consistent with those documents. The expert should consider in particular the structure, composition and functioning of the Board of Directors, the Board sub-committees, the Group Executive ("GE") and the GE sub-committees. To do so, the expert should also conduct interviews with a selection of current Board members including (but not limited to) the Chair, the Senior Independent Director and a Postmaster Non-Executive Director along with a number of GE members and less senior members of staff who are in a position to provide a "user's" perspective on governance issues insofar as they affect them. The expert may also wish to consider conducting interviews with Board members whose term of office has concluded during the course of the review, or GE members who depart the Company during this time, provided those members consent to such interviews. The expert should also consider conducting interviews with the representative of the Shareholder, the Company Secretary, the Company Secretarial Team and, if the expert deems it appropriate, the National Federation of SubPostmasters, the Communication Workers Union and Unite.



- 1.6. The expert will be required to report to the Company no later than Friday 30 June 2023. That report should identify, for each area of governance, the extent to which the Company's current corporate governance framework, practices and procedures meet the appropriate standards and, where they do not, identify the steps required to achieve compliance and the method(s) by which those steps can be taken (against which the Company will seek to measure future progress).
- 1.7. The Company is committed to working openly and transparently and assisting the expert in every aspect of the review. This commitment mirrors the approach Post Office is taking with the aforementioned statutory Public Inquiry. Further information about the Post Office Horizon IT Inquiry, including the Terms of Reference, List of Issues and Phases is available [HERE](#). As the latter phases of the Inquiry relate to both governance, current practice and procedure and recommendations for the future, it is likely that the materials produced by the expert (e.g. working documents, drafts and the final report) will be relevant to the Inquiry's work and may therefore be disclosed to it.

2. The purpose of the ITT process

- 2.1. The purpose of this ITT is to set out Post Office's contracting requirements, general policy requirements and the general tender conditions relating to this procurement process and to seek bids from parties interested in providing services to Post Office, as described above.

3. Queries relating to this ITT

- 3.1. Any queries that you have relating to this ITT must be submitted via the e-sourcing portal.
- 3.2. Any queries should be submitted promptly and cross-reference the paragraph/document to which the query relates. Post Office will use its reasonable endeavours to respond to all reasonable requests for clarification of any aspect of this ITT and supporting documents if made before the Clarification Deadline. Queries received after the Clarification Deadline will not be answered by Post Office.
- 3.3. In order to ensure equality of treatment to Bidders, Post Office intends to publish all Bidder-clarifications which are of general application to other Bidders in this procurement process and Post Office's response to the same.
- 3.4. For the avoidance of doubt Post Office will not disclose:
 - 3.4.1. the source of the Bidder-clarification;
 - 3.4.2. Bidder-clarifications which it deems Bidder specific (or Post Office response to the same);
 - 3.4.3. subject to paragraph 3.5 below, Bidder-clarifications which are of a commercially sensitive nature.
- 3.5. Bidders should notify Post Office if their respective Bidder-clarification(s) are of a commercially sensitive nature, ie, where disclosure of such clarification would or would likely prejudice the Bidder's commercial interests. Notification must be made in writing at the time of submission of the relevant Bidder-clarification. If Post Office, exercising its



reasonable sole discretion, does not consider the Bidder-clarification to be of a commercially confidential nature or is a Bidder-clarification (and or Post Office response) from which all Bidders would potentially benefit, Post Office will:

- 3.5.1. invite the Bidder to declassify the clarification and allow the clarification along with Post Office's response to be circulated to all Bidders in the procurement process; or
- 3.5.2. request the Bidder to withdraw the clarification within 2 Business Days. Where the clarification is not so withdrawn Post Office reserves the right to disclose the Bidder-clarification and Post Office response to all Bidders in the procurement process.

4. Terms and conditions

- 4.1. The terms and conditions that will govern any contract arising from this ITT are those in Post Office's standard supplier agreements. Liabilities will be capped at 125% of Charges. The procurement process and use of WEB 3 will be governed by the terms and conditions contained in Appendix 1 and the Terms of Use found on the e-sourcing portal.

5. Indicative Timetable for the procurement process

- 5.1. The following timetable is indicative only; Post Office reserves the right to vary key dates throughout this procurement process:

Indicative Timetable	
Event	Date
Issue ITT	24 February 2023
Clarification Deadline	16.00:00 GMT 28 February 2023
Post Office to respond to clarification questions (est)	16:00 GMT 1 March 2023
Tender Deadline	14.00 GMT 10 March 2023
Notification of contract award decision	17 March 2023
Agreement commencement	31 March 2023

6. Compliance Check

- 6.1. All Tenders received by the Tender Deadline will be checked for compliance with the submission requirements set out in this ITT. If a Tender is not considered by Post Office to be compliant, Post Office will not be obliged to carry out any further evaluation and the Bidder may be disqualified from the procurement.
- 6.2. Post Office reserves the right to disqualify Bidders who fail to complete and provide all the information required by this ITT or who otherwise fail to fully comply with the requirements



and terms set out in this ITT or who are discovered to have misrepresented any information supplied.

7. Award Criteria

- 7.1. Any contracts awarded will be on the basis of the Most Economically Advantageous Tender, in accordance with the following:

Bids will be evaluated in terms of Price and Business Requirements (Quality). The Marks available against each criterion are Price 20 and Quality 80

8. Instructions for completion and submission of a Tender

- 8.1. Bidders are required to complete and submit in full and by the Tender Deadline the following which shall comprise the Bidder's Tender:

8.1.1. Appendix 3 Business Requirements; and

8.1.2. Appendix 4 Pricing.

8.1.3. In their response bidders should state whether there are any conflicts of interest that could arise if they were awarded the assignment. How such conflicts would be managed should also be addressed. POL reserves the right to disqualify any proposals where the conflicts are deemed too great by POL.

- 8.2. In order to be compliant, each Tender must:

8.2.1. Meet Post Office's minimum requirements as set out in this ITT;

8.2.2. Operate as a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. That is each Tender must be capable of being accepted by Post Office in its own right; and

8.2.3. Be submitted by the Tender Deadline and comply with the requirements set out in this ITT, including but not limited to the Terms and Conditions, as well as the e-sourcing portal Terms of Use.

8.2.4. Be completed in the English language. If you are required to submit any documents and they are not written in the English language, then translations should be provided with a certificate of the accuracy of the translation. Please only supply additional information and supporting documentation when expressly asked to do so.

8.2.5. State clearly, including with reasons, where any section or question is not applicable or relevant to you.

8.2.6. Be clear, concise and complete.

8.2.7. Be presented using Calibri font in size 11, with 1.5 line spacing.

8.2.8. Be complete in its own right – do not answer questions by cross-referring to other answers or material.

8.2.9. Not contain any web-links or marketing materials.



- 8.2.10. State if you will be using any third-party contractors to deliver the contract requirements. You will be fully responsible as the prime contractor for all third-party sub-contractors and must ensure that all relevant terms and conditions are applied within any relevant sub-contract.
- 8.2.11. Not be qualified in any way and should remain valid for acceptance for a minimum of six months from the Tender Deadline. Post Office reserves the right to disqualify a Bidder from the procurement if its Tender is qualified and or contains any ambiguities or lacks clarity.
- 8.2.12. Be submitted through Post Office's e-sourcing portal.
- 8.2.13. Be no longer than 15 pages in length.
- 8.3. For the avoidance of doubt, it is a mandatory requirement that a compliant submission is made via the e-sourcing portal by the Tender Deadline.
- 8.4. Bidders are referred to the checklist in Appendix 2 (Bidder Checklist) for further details on submitting a compliant Tender. It is your responsibility to ensure you have submitted all required information, in the correct format and before the Tender Deadline.
- 8.5. In the event that Bidders have any technical difficulties with the e-sourcing portal they must contact antony.ray@ GRO no later than 2 Days before the Tender Deadline to enable any technical queries to be investigated and resolved.

9. Award criteria and evaluation

- 9.1. Any contract award will be on the basis of the Most Economically Advantageous Tender in accordance with the criteria, weighting and marks included within the below table. Bidders' answers to these points should be provided by completing Appendix 3. Diagrams. And supporting information may be embedded in Appendix 3 provided the specified page limit is not exceeded. This also gives the methodology describing how the percentage of the available marks for each question will be calculated.

Criteria	Total Marks/Weighting	Sub-criteria	Sub-weighting
Business requirements – quality of service	80 % of marks	Managed or no conflict of interest	Pass/fail
		Application of previous experience	20 marks
		Approach, methodology, ways of working and reporting	20 marks
		Resource capacity, scalability and flexibility	20 marks
		Leadership team profiles and experience, engagement	20 marks
Pricing	20%	Fixed Price	20 marks



10. Business requirement evaluation – Quality of Service – 80%

- 10.1. Appendix 3 provides the evaluation criteria and mark allocation used for questions in all criteria that carry a weighted score.
- 10.2. Each Bidder's score will be multiplied by the weighting for that question to form a weighted score.
- 10.3. Each Bidder's total weighted score will be ranked highest to lowest.
- 10.4. Post Office may hold a moderation meeting following evaluation at which scores may be adjusted.

11. Price evaluation – 20%

- 11.1. Bidders should submit a fixed price for the required work. They should also submit an excel table showing
- 11.1.1. The individuals who would do the work.
- 11.1.2. Their level of seniority.
- 11.1.3. Their respective day rates.
- 11.1.4. The number of days they will each be used.
- 11.2. A subtotal should be provided which shows any discounts that have been offered in order to win the assignment along with the final fixed price.
- 11.3. Prices must be exclusive of VAT.
- 11.4. The Bidder providing the lowest Fixed Price will be awarded maximum 20 marks. The other bids will be scored for competitiveness and receive marks based on the following methodology:

Calculation	$\frac{(\text{Lowest Assessed Price})}{(\text{Bidder's Assessed Price})} \times (\text{Maximum Available Score}) = \text{Score Awarded}$
Example	For example: • If the Lowest Assessed Price received is £190 • The Bidder's Assessed Price is £360 • The Maximum Available Score is 20 Then, the score awarded to the bidder will be: $\frac{£190}{£360} \times 20 = 10.55$

12. Important notes



- 12.1. Post Office reserves the right to evaluate and score each question in isolation. Bidders must therefore ensure that all relevant information is provided within each question response and that no cross-references are included.
- 12.2. The engagement of the successful Bidder is subject to the formal approval process of Post Office. Until all necessary approvals are obtained and the standstill process is completed, no contract will be entered into.
- 12.3. Post Office reserves the right to disqualify a Bidder from the procurement if its Tender contains any ambiguities or lacks clarity or is deemed non-compliant.
- 12.4. Post Office will notify the successful and unsuccessful Bidder(s) at the conclusion of the evaluation process (and once the Validation Process has been completed).-
- 12.5. All unsuccessful Bidders will be afforded the opportunity of a debriefing. Unsuccessful Bidders should notify Post Office in writing that they wish to be debriefed.
- 12.6. Bidders should treat the Tender documents as private and confidential between the Bidder and Post Office. Bidders should note that Post Office will use the tender documents for the purposes of evaluation and that the Tender documents held will be destroyed in line with Post Office disposal schedules.



APPENDIX 1 – Terms & Conditions

These Terms and Conditions are to be read in conjunction with the Terms of Use found on the e-sourcing portal. If there is any conflict between the two sets of terms these Terms and Conditions shall prevail. This procurement process and any subsequent contract awarded will be subject to English law and the exclusive jurisdiction of the English courts.

By submitting a Tender you are deemed to accept all the provisions of this ITT, including these Terms and Conditions and the e-sourcing portal Terms of Use.

13. Post Office's Rights

- 13.1. Your ITT is submitted on the basis that you consent to:
 - 13.1.1. Post Office carrying out all necessary actions to verify the information that you have provided;
 - 13.1.2. (as required by Post Office) the analysis of your Tender responses (in full or part) being undertaken by a third party commissioned by Post Office for such purposes; and
 - 13.1.3. Post Office requesting further information from you as part of this verification process or to clarify any elements of your Tender that are not clear (whether by email, telephone, face to face meeting or otherwise).
- 13.2. Bidders should note that verification might include, for example, conducting site visits.
- 13.3. The verification may be undertaken at any time during the procurement process and give rise to clarification questions from Post Office.
- 13.4. Post Office reserves the right to disqualify Bidders who fail to complete and provide all the information required by this ITT or who otherwise fail to fully comply with the requirements and terms set out in this ITT or who are discovered to have misrepresented any information supplied.

14. Warnings & Disclaimers

- 14.1. The information contained in this ITT and any supporting documents and any related written or oral communication is believed to be correct at the time of issue but Post Office will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Post Office.
- 14.2. By issuing this ITT, Post Office is not bound in any way to enter into any contractual or other arrangements with you or any other party. No contract will come into existence until a written contract is duly executed by Post office and any successful Bidder. The subject matter and/or content of this ITT shall only have any contractual effect when it is contained in the express terms of a written and executed contract.



- 14.3. It is intended that the remainder of this procurement process will take place in accordance with the provisions of this ITT but Post Office reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) the procurement process and/or its requirements and or to award the contract in whole or in part by notice to all Bidders in writing. Post Office will accept no liability for any losses, costs or expenses caused to you as a direct or indirect result of such termination, suspension, amendment or variation.
- 14.4. You will not be entitled to claim from Post Office any costs or expenses that you may incur in preparing your Tender or as a result of expressing an interest in or otherwise taking part in this procurement process. You must bear all your own costs associated with taking part in this procurement process in all circumstances including (but not limited to) if we terminate or abandon the procurement process and/or disqualify you from the procurement process.
- 14.5. Post Office relies on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 14.6. Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the service and their Tenders, without reliance upon any opinion or other information provided by Post Office or their advisers and representatives. Bidders should notify Post Office promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

15. Confidentiality & FOIA

- 15.1. All information supplied to you by Post Office, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, consortium members and/or sub-contractors strictly for the purposes only of helping you to participate in this procurement process and/or prepare your Tender) as required for purposes of appropriately taking part in the procurement process.
- 15.2. There must be no publicity by you regarding the project or the future award of any contract arising from this procurement process unless Post Office has given express written consent to the relevant communication.
- 15.3. The FOIA applies to Post Office. You should be aware of Post Office's obligations and responsibilities under FOIA to disclose, on written request, recorded information held by Post Office. Information provided by you in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by Post Office in response to such a request, unless Post Office decides that one of the statutory exemptions in the FOIA apply. Bidders are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified as such, along



with a supporting explanation. Bidders should note that even where information is identified as confidential or commercially sensitive, Post Office may be required to disclose it in accordance with FOIA.

16. Bidder Conduct & Eligibility

- 16.1. Any change in the identity, control of or relationships within a Bidder (including any change in the membership of a consortium) or any member of a consortium that occurs at any time during this procurement process must be promptly notified in writing to Post Office. Post Office may in its absolute discretion, decide that the changes disqualify/preclude the Bidder from any further participation in the procurement process. Post Office reserves the right to request such further information as it considers reasonably necessary in relation to any change that comes to its attention.
- 16.2. You are reminded of the eligibility requirements that apply to this procurement process at all times. In particular, these include the provisions set out in regulations 57 and 58 of the Regulations. Any change in your eligibility must be notified immediately to Post Office in writing and may result in your disqualification from the procurement process.
- 16.3. Any attempt by you or your appointed advisers to inappropriately influence the contract award process in any way will result in you being disqualified from this procurement process. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement process or any attempt to obtain information from any of the employees or agents of Post Office concerning another tendering organisation may result in disqualification at the discretion of Post Office.
- 16.4. It is your responsibility to ensure that your employees, sub-contractor(s), agents, professional advisers and or consortia members, comply with this ITT.

17. Conflicts of Interest

- 17.1. Post Office reserves the right to disqualify any Bidder where, in its absolute discretion, it believes that there is any actual or potential conflict of interest if the Bidder takes part in the procurement process and/or should the Bidder be successful in this procurement process. Actual or potential conflicts of interest include those that come to Post Office's attention other than as a result of you notifying us of those conflicts. All such actual or potential conflicts must be resolved to Post Office's satisfaction in order for your continued participation in the procurement process. Failure to declare any conflict and/or failure to address such conflicts to the reasonable satisfaction of Post Office may result in you being disqualified. You accept a continuing obligation throughout the procurement process to notify Post Office of any changes, which includes any new actual or potential conflicts arising.
- 17.2. Please note that conflicts of interest can include (without limitation):



- 17.2.1. situations where you have previously provided or are currently providing services to Post Office or other companies within the same group, which are the same or similar to any services likely to be required under this procurement process; or
 - 17.2.2. conflicts that arise from professional or personal connections between you or your staff and Post Office; or
 - 17.2.3. conflicts that arise because you are a direct competitor of Post Office and becoming a contractor to Post Office may give you access to information or other intelligence that would benefit you and be to the detriment of Post Office; or
 - 17.2.4. situations where you are connected to multiple Tenders including (without limit) a Tender in your own name and as a subcontractor and/or as a consortia member.
- 17.3. In the event of a dispute as to whether any matter gives rise to an actual or potential conflict Post Office's decision is final.



APPENDIX 2 – Bidder checklist

Tender - submission requirements		
Bidders must complete and submit:	Actioned?	
Appendix 3 (<i>Business Requirements</i>)		
Appendix 4 (<i>Pricing</i>) excel document		



APPENDIX 3 – Business requirements



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Expert Appendix 3 RS



APPENDIX 4 - Pricing

- 17.4. Bidders must provide, complete and submit an Excel document entitled "Appendix 4 Pricing" by the Tender Deadline.
- 17.5. This document should include the level of granularity explained in section 11.



APPENDIX 5 – The Proposed Contract Agreement

- 17.6. Any contracts arising from this ITT will be based on the terms and conditions applicable within the Post Office's P2 Supplier Agreement.



P2 Agreement
Template.pdf



APPENDIX 6 - Glossary

17.7. In this ITT the following words have the meanings next to them unless the context requires otherwise:

Glossary	
Defined term	Meaning
Agreement	the legally binding contractual documentation (if any) to be entered into between Post Office and the successful Bidder(s), the form of which is set out in Appendix 7 (<i>The Proposed Agreement</i>)
[Agreement Clarification Deadline	the time and date by which amendments (by way of clarification) must be submitted, as indicated in this ITT or such other time and date as may be notified to Bidders by Post Office]
Bidder(s)	an economic operator, as defined by the Regulations, who submits a Tender
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in London
Clarification Deadline	the time and date by which clarifications must be submitted, as indicated in this ITT or such other time and date as may be notified to Bidders by Post Office
Day	a calendar day
Form of Tender	the declaration set out in Appendix [6] (<i>Form of Tender</i>)
FOIA	the Freedom of Information Act 2000, as amended from time to time
[ITPeA	invitation to participate in an e-auction]
ITT	this invitation to tender
Most Economically Advantageous Tender	a means of assessment based upon a combination of price and qualitative criteria
Post Office	Post Office Limited - the contracting authority, as defined in the Regulations



[Price Benchmark	the price benchmark to be used for the price evaluation as set out in paragraph 11.1 of this ITT]
Regulations	the Public Contracts Regulations 2015 as amended from time to time (SI 2051/102)
SQ	the selection questionnaire
SQ Validation Information	such evidence as is requested by Post Office to support the representations and self-certifications made in the SQ of the Bidder submitting the Most Economically Advantageous Tender
SQ Validation Process	the process by which the Bidder submitting the Most Economically Advantageous Tender provides the necessary evidence to support the representations and self-certifications made in its SQ as described in paragraph 13.2 of this ITT
Tender	the Bidder's formal offer in response to this ITT
Tender Deadline	the time and date by which the Tender must be submitted, as indicated on the front page of this ITT or such other time and date as may be notified to Bidders by Post Office
Terms and Conditions	the terms and conditions applicable to the procurement process, as set out in Appendix 1 (<i>Terms and Conditions</i>)
Terms of Use	the terms and conditions applicable to use of the e-sourcing portal
TUPE	Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended from time to time