

The Royal Society
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20th May 2010

Dear Tenderer

Invitation to Tender for the Provision of Independent ACME Evaluation

You are invited to submit a tender for the provision of independent ACME evaluation as detailed in the following documents:

	<i>Instructions for Tendering</i>
	<i>Form of Tender</i>
Schedule 1	Specification
Schedule 2	Conditions of Contract
Schedule 3	Price Schedule
Schedule 4	Variation to Contract form
Schedule 5	Background Information for Tenderers

Rates quoted on the Price Schedule should exclude Value Added Tax.

If you wish to tender please read the enclosed documents, then **complete the Form of Tender and Price Schedule and return them, together with the answers to question 12 of the instructions for tendering** to me at the above address to arrive no later **than 11.00 am on 7 June**. Your attention is drawn to paragraph 8 of the instructions for tendering.

Any questions or observations on the content of the tender documents must be sent to myself **by Friday 4 June**.

It is intended that, if necessary, short-listed tenderers may be invited to make presentations in the morning of **Thursday 24th June**.

Yours sincerely



Dr Nick Bowes
Head of Secretariat, ACME

The Royal Society
The Provision of Independent ACME Evaluation
Instructions for tendering

Tenders must be submitted in accordance with the following instructions. Tenders not complying with these instructions may be rejected by the Society whose decision in the matter shall be final and binding.

1. Tenders

- 1.1. Tenders shall be prepared in accordance with this document, and paragraphs numbered in accordance with these instructions. If any additional information is provided, it must be clearly referenced to the question to which it applies. The tenders shall remain open for acceptance for 90 days from the specified date of return.

2. Tender Opening

- 2.1. The sealed tenders will be opened in the presence of authorised officers after the specified date and time of return.

3. Tender Evaluation

- 3.1. Tenders will be evaluated against criteria set by the evaluation panel before the tenders have been opened.

4. Canvassing

- 4.1. Any tenderer who directly or indirectly canvasses any employee, official or advisor of the Society, concerning the award of this contract or who directly or indirectly obtains or attempts to obtain information from any such employee, official or advisor concerning any other tender or proposed tender for these Services shall be disqualified.

5. Collusive Tendering

- 5.1. Any Tenderer who:

- fixes or adjusts the amount of his tender by or in accordance with any agreement or arrangement with any other person; or
- communicates to any person other than the Society or its authorised representative the amount or approximate amount of his proposed tender; or
- enters into any agreement or arrangement with any other person that such other person shall refrain from tendering; or
- offers, or agrees to pay or give or does pay or gives any sum of money, inducement 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 these Services any act or omission;

shall (without prejudice to any other civil remedies available to the Society) be disqualified.

6. Confidentiality

- 6.1. The tender documents must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to tender, or release details of the tender documents, except confidentially to those who need to be consulted for the purpose of preparing the tender.

7. Form of Tender and Schedules

- 7.1. Tenders shall be made in accordance with the Form of Tender. Tenders must confirm their acceptance of all conditions in accordance with the instructions. Only prices shown on the Price Schedules will be regarded as part of the tender.

8. Submission of Tenders

- 8.1. Tenderers are required to submit tenders in accordance with these instructions and to arrive no later than the date and time stipulated. Tenders received after this date and time will not be considered.
- 8.2. The Society requires an original signed Form of Tender, however tender submissions via email are

acceptable and it is Tenderers' responsibility to ensure that it has arrived within the time required.

9. Lowest Tender

9.1. The Society does not bind itself to accept the lowest priced, or any, tender.

10. Costs of Tendering

10.1. The Society shall have no liability for any cost or expense tenderers may incur as a direct or indirect consequence of tendering for the provision of the services.

11. Other

11.1. The successful tenderer will be required to execute a formal contract and until such execution, the successful tender together with the Society written acceptance shall form a binding agreement in terms of the Contract Documents

11.2. Where there is any discrepancy or difference between the tender and the other Contract Documents the latter shall prevail.

12. Other information required.

12.1. In addition to the completed Price Schedule, tenderers must also provide the following information in their tender (paragraph numbers refer to the relevant paragraph in the specification):

- a) An outline work plan detailing the main areas of work over the evaluation period.
- b) Details of the project leader, detailing their relevant experience (including relevant projects, evaluation experience and evidence of working with people at a senior level), in particular of the areas listed in paragraph 3.5 of the specification.
- c) Details of at least one previous client who the Society may approach for a reference, for which similar services have been delivered.
- d) Outline details of any current or previous work for ACME and/or the funders.

Form of Tender

Contract for the Provision of Independent ACME Evaluation

I/We having examined the Conditions of Contract and Specification do hereby offer and agree to provide the Services as described in the Specification.

I/We understand that this offer shall remain open for acceptance for a period of ninety days from the closing date specified in this tender and upon your acceptance a binding contract shall exist between us. I/We undertake to enter into a formal written contract with you in a form to be determined by the Society.

If successful, I/We agree to abide by the attached Conditions of Contract in their present form.

(Please delete as appropriate)

Submitted by:

.....

(Company Name)

Address:.....

.....

.....

Signed:

(Authorised Signatory No. 1).....(Status).....

Name (Print)

(Authorised Signatory No. 2).....(Status).....

Name (Print)

Date:

Specification for the Provision of Independent ACME Evaluation

1. Foreword

- 1.1 This Specification, which shall form part of the Contract, sets out the requirement for the provision of independent ACME evaluation for the Royal Society (the "Society").
- 1.2 The Contractor shall be deemed to have satisfied themselves as regards the nature and extent of the Services to be performed. No claims by the Contractor for additional payments will be allowed on the grounds of misunderstanding or misinterpretation due to lack of knowledge of the requirements as set out in the documents that comprise the Contract.

2. Background

- 2.1 Further information about ACME and the nature of its work can be found in Schedule 5.

3. The Requirement

- 3.1 ACME is seeking an independent evaluator to provide the committee with high quality advice and guidance regarding the performance of ACME. The evaluator should be aware of the STEM landscape, but preferably not deeply embedded within it, enabling them to provide ACME and its funders with a rigorous perspective on ACME's role and impact.
- 3.2 Specifically, the aims and objectives of this evaluation are:

3.3 *Aims of ACME evaluation*

- to provide ACME funders with reports on their investment in ACME;
- to offer ACME independent, expert advice on enhancing the performance of the committee;
- to assist ACME to secure funding beyond March 2011, when current funding streams will cease.

3.4 *Objectives of ACME evaluation*

- monitor ACME's profile within the mathematics education stakeholder community;
- monitor ACME's impact on key decision-makers and opinion-formers;
- monitor value placed on ACME's contributions and advice by key decision-makers and opinion formers;
- monitor ACME's progress since the Phase 2 evaluation;
- advise ACME on improving the impact of its work and its profile in the community;
- advise ACME on the development of the ACME 'brand';
- use the above to provide commentary on what would have happened without ACME being in existence.

3.5 **The tenderer should demonstrate:**

- an understanding of mathematics (or STEM) education;
- appropriate knowledge, skills and experience in relevant evaluation;
- expertise in report writing;
- appropriate policies, processes and systems;
- strong track record in face-to-face interviews and discussions;
- evidence of experience in conducting comparable evaluation(s).

3.6 *Deliverables*

ACME requires that the independent evaluator provides ACME with:

- Advice regarding the improvement of future ACME working methods;
- Advice regarding our effectiveness in influencing key decision-makers and opinion formers;
- Advice regarding our profile within the mathematics education stakeholder community;
- Advice regarding options for the future funding of ACME beyond March 2011.

3.7 *Management*

The ACME evaluation is being commissioned by the Royal Society on behalf of ACME. The ACME Head of Secretariat will be the primary point of contact for the ACME evaluator.

3.8 Time frame

In order to address the aims and objectives outlined above, the activities of the evaluator is expected to include:

- attending at least one ACME committee meeting;
- interviewing decision-makers and opinion-formers within the STEM landscape;
- interviewing nominated representatives of ACME's funders.

3.9 Milestones

- (a) Friday 3 September – Preliminary report to be produced (prior to 9 September ACME Meeting)
- (b) Monday 25th October – Final Report submitted (in advance of ACME Away Day on 4 November)

3.10 Budget

There is a maximum budget of £45k over the period of this project. This includes VAT, all travel, subsistence and other expenses (e.g. telephones, meeting, printing).

4. Contract Period

- 4.1 The Contract shall commence on the date of acceptance or as agreed between the parties and, subject to provisions for earlier termination shall continue until 30th April 2011.

5. Personnel

- 5.1 The Society is looking to appoint a Contractor who can clearly demonstrate, through examples and other experience that they have the capacity and ability to carry out the work required
- 5.2 Personnel named by the Contractor within the Contract shall be available for the duration of the Contract and shall not be replaced without the prior written agreement of the Society.

6. Contract Price

- 6.1 The Society shall pay an agreed fee which shall be based on the Contractor's estimate of the number of days required to provide the contract milestones. The rates set out in the Price Schedule shall remain firm for the duration of the Contract and shall include all the costs for delivering the service. The daily fee and number of days detailed in the Schedule shall be provided for information only.
- 6.2 A satisfactory payment schedule can be agreed with the successful tenderer which reflects the timeframe (3.8) and milestones (3.9) outlined above.

Conditions of Contract

1. Interpretation

In this Contract:

- 1.1. 'Service' means the service to be provided by the Contractor to the Society as referred to in the Specification: Schedule 1,
- 1.2. 'Specification' means the specification set out in Schedule 1 to this Contract.
- 1.3. Headings are included for convenience only and shall not affect the interpretation of the Contract.

2. Supply of the Service

- 2.1. The Contractor shall provide the Service to the Society under the terms of this Contract. Any changes or additions to the Service or this Contract must be agreed in writing (in a format to be included in the Contract) and signed by an authorised signatory of both the Contractor and the Society.

3. Charges

- 3.1. In consideration for the performance of the Contract, the Society shall pay the Contractor's charges, as set out in the Price Schedule for the provision of the Service. No charges in addition to those stated in the Schedule shall be levied by the Contractor in respect of telephone, postage, travel and other charges or expenses in connection with the provision of the Service, except where these are incurred with the express prior written permission of the Society.
- 3.2. All charges quoted shall be exclusive of any Value Added Tax, or other applicable tax, for which the Society shall be additionally liable at the applicable rate from time to time upon receipt of a proper VAT invoice.
- 3.3. All invoices should be forwarded to the Society at the address stated in this Contract and quoting the Contract reference number.
- 3.4. The Contractor's charges shall be paid within 30 days of the end of the month of the date of the Contractor's invoice.

4. Marketing Material

- 4.1. Any documents or other materials or any data or other information relating to the Service which is provided to the Contractor by the Society shall be kept confidential by the Contractor.
- 4.2. The Contractor undertakes to comply fully with the relevant provisions of the Data Protection Act 1998.
- 4.3. The Contractor shall indemnify and hold the Society harmless from and against any loss, damage, cost, liability or expense (including reasonable legal and professional fees) arising out of any actual or alleged infringements of such rights. The Society shall promptly inform the Contractor of any such infringement or suspected or threatened infringement upon the Society becoming aware of the same. This indemnity shall survive the termination of this Contract for any reason.

5. Time of the Essence

- 5.1. The time for completion of the work to be performed under the Contract shall be of the essence of the Contract.

6. Warranty

- 6.1. The Contractor warrants to the Society that the Service will be provided using reasonable care and skill and to the best of their ability.

7. Termination

- 7.1. Either party may (without limiting any other remedy) at any time terminate the Contract :
 - by giving not less than **three months'** notice to the other.
 - by giving not less than 7 days' notice if either party commits any breach of this Contract and (if capable of remedy) fails to remedy the breach within 7 days' after being required by written notice to do so

- by summary notice in writing if the other goes into liquidation, makes a voluntary agreement with its creditors or has a receiver or administrator appointed.

7.2. In the sole judgement of the Society the Contractor materially fails to provide the Services in accordance with this Contract having been given notice to remedy any material failure and having failed to do so within 28 days, the Society shall be entitled to terminate this Contract by giving seven days notice in writing to the Contractor.

8. Contractor's Status

8.1. Nothing in the Contract shall be construed to create a partnership, joint venture, agency or employer/employee relationship between the parties. In carrying out the Services the Contractor will be acting as principal and not as an agent of the Society.

9. Notice

9.1. Any notice required or permitted to be given by either party to the other under this Contract shall be in writing addressed to the relevant party's address as set out in this Contract or principal place of business or such other address as may at the relevant time have been notified to the party giving notice.

10. Inventions and Creative Works

10.1. The Contractor hereby irrevocably appoints the Society as sole owner of any inventions or creative works undertaken as part of this Contract

10.2. The Society retains the copyright of any materials, data or information produced by the Contractor as part of this Service and the Contractor must seek the permission of the Society if the Contractor wishes to use this material, data or information in the future.

11. No Waiver

11.1. No waiver, delay time or other indulgence granted by either party hereto to the other in respect of any breach of this Contract shall in any way prejudice or affect the rights or remedies in relation to such breach. No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of the right and no waiver by either party of any breach of the Contract by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.

12. Entire Understanding

12.1. This Contract contains the entire understanding between the Society and the Contractor in connection with the matters herein contained and supersedes any previous agreements or undertakings relating to the subject matter of this Contract

13. Applicable Law

13.1. This Contract shall be governed and interpreted in all respects by English law and the parties submit to the exclusive jurisdiction of the High Court in England, but this Contract may be enforced in any court of competent jurisdiction

14. Severance

14.1. No clause, sub-clause or their relevant parts in this Contract may be held to be unenforceable or void except for the judgement of a court of competent jurisdiction. Should any clause, sub-clause or part thereof be so held to be unenforceable or void the remaining clauses, sub-clauses and their relevant parts shall remain in full force and effect to the extent that they are capable of remaining operative having taken account of the said court's judgement.

15. Dispute Resolution

15.1. If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Contract the parties shall first seek to resolve the matter between themselves within a period of 14 days. The Managing Director or equivalent Person of both parties shall be the nominated officer responsible for seeking resolution to the dispute. If agreement is not reached either party may give the other 7 days notice to resolve the dispute or difference through Alternative Dispute Resolution (ADR) in accordance with the mediation procedure of the Centre for Effective Dispute Resolution (CEDR). If the parties fail to agree terms of settlement of their dispute or difference within 56 days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure then the matter shall be referred to Arbitration in accordance with para 15.2.

- 15.2. Subject to para 15.3 if any dispute or difference which may arise between the parties in connection with or arising out of the Contract is referred to ADR mediation, but is not so settled as specified in 15.1, then either party shall give notice to the other and such dispute or difference shall be referred to Arbitration. The parties shall agree on the appointment of a single arbitrator within 14 days after the date of such notice or in default of agreement the arbitrator shall be nominated on the application of either party by the President for the time being of the Chartered Institute of Arbitrators. The Arbitration shall be conducted in accordance with the then current Arbitration Rules as published by the Chartered Institute of Arbitrators
- 15.3. There are excluded from Arbitration any proceedings brought by one party against the other which arise out of the failure by that other party to comply with the provisions of any binding agreement setting out the terms upon which the dispute or difference was settled as a result of or following from the ADR mediation procedure referred to in para 15.1

Price Schedule

Period	Related milestones	Costs for delivering service as per specification, inclusive of travel, subsistence, communications etc	VAT (if applicable)
June 2010 – September 2010	3.9 (a)		
September 2010 – October 2010	3.9 (b)		
Totals			

Please supply the following for information only.

Time period	Number of days	Daily rate

Variation to contract form

The Royal Society
6-9 Carlton House Terrace
London SW1Y 5AG

Attn:

Date:

Authority for variation from contract (AVC)

Authority is hereby given for the variation in requirement to be made and for variation in the Contract Price. Both copies of this form must be signed by or on behalf of the Contractor and one form returned to the Society's Contract Manager as an acceptance by the Contractor of the variation shown below.

Details of variation

Amount £

Supplemental detail and revised Schedule

All other Terms & Conditions remain as per original Contract and any other authorised variations.

£0.00

Our Ref: _____

Your Ref: _____

Extra cost to

£0.00

For and on behalf of the Royal Society

Signed _____

Name _____

Title _____

Accepted by the Contractor

Signed _____

Name _____

Title _____

Background information for Tenderers

About ACME

Introduction

The purpose of having an independent Advisory Committee on Mathematics Education (ACME) is to enable an effective and constructive partnership between government and policy makers on the one hand, and the mathematics community on the other hand. ACME aims to inform and advise the Department for Children, Schools and Families (DCSF), other government departments and opposition parties in order to assist in raising standards and promoting mathematics at all levels within education. It seeks to complement and enhance, rather than replace, consultative procedures and aims for positive progress rather than routine opposition to change.

The Advisory Committee on Mathematics Education (ACME) was established in January 2002, by the Royal Society and the Joint Mathematical Council of the UK with the explicit backing of all major mathematics organisations, and is supported by the Gatsby Charitable Foundation and the Department for Children, Schools and Families.

ACME is reactive and provides constructive comments on its plans in an informal way and, at the same time, is proactive in setting out position papers on issues of current and future interest. Members of ACME listen closely to the debates within and between the various mathematical bodies, both by participation in Joint Mathematical Council of the UK (JMC) meetings and through participation in meetings organised by individual mathematics bodies.

The work of ACME is project based. Projects are agreed and the relevant data collected by consultation within the mathematics community. One member of ACME (usually with the most relevant expertise) leads on producing drafts of reports for comment by all the Committee and others in confidence, the final version of which is published and disseminated to DCSF, the societies represented on JMC, and other relevant bodies. Many of the projects take the form of 'active dialogues' between ACME and the relevant bodies and experts.

ACME seeks to influence positively national policy relating to mathematics education, not merely comment on it. This influence is achieved by utilising a variety of means. Written reports, statements and letters are, of course, a valuable part of this, but such material must be disseminated (not just distributed) wisely. Real influence is often best achieved by face-to-face discussion with key individuals, and, as stated earlier, ACME's relationship with Government is regarded as a critical priority. A bespoke dissemination strategy designed to achieve maximum impact is drawn up for each ACME project.

For more information, visit the ACME website on www.acme-uk.org.uk

The Committee

Dame Julia Higgins FRS (CHAIR).

Dame Julia Higgins is a Senior Research Investigator in the Department of Chemical Engineering at Imperial. She was Principal of the Faculty of Engineering at Imperial College - one of the largest in the UK – from 2006 to 2007. Julia is an advisory committee member and former chair (1998-2003) of the Athena Project, which aims for the advancement of women in science, engineering and technology

(SET) in Higher Education. Between 2003 and 2007, she was also chair of the Engineering and Physical Sciences Research Council. In addition, Dame Julia was president of the Institution of Chemical Engineers 2002-3, and president of the British Association for the Advancement of Science from 2003 until 2004. She was elected a Fellow of the Royal Society in 1995 and was Foreign Secretary between 2001 and 2006. Most recently Dame Julia was Chair of the Royal Society's State of the Nation Report Steering Group. Julia is also a fellow of the Institution of Chemical Engineers, Institute of Materials, Royal Society of Chemistry and the Royal Academy of Engineering. She is also an honorary fellow of the Institute of Physics and Somerville College, Oxford. She was awarded a CBE in 1996 before being named a dame in the 2001 Queen's Birthday Honours list. Dame Julia replaced Professor Adrian Smith FRS as ACME Chair in September 2008 when Adrian became Director General of Science and Research at the Department for Innovation, Universities and Skills.

Other Committee Members

Jack Abramsky, Independent Mathematics Consultant

Lynne McClure, NRich Project Director, Cambridge University

Roger Porkess, Chief Executive of Mathematics in Education and Industry

Alice Rogers, Professor of Mathematics, King's College London , University of London

Professor Anne Watson, Professor of Mathematics Education, Oxford University

Fiona Allan, London and South East Regional Coordinator and South East Regional Subject Specialist in the STEM programme, National Centre for Excellence in the Teaching of Mathematics **(Leaving 31st August 2010)**

Wendy Hoskin, County Inspector/Adviser for Mathematics for Hampshire LA, Children's Services Department (retired) **(Leaving 31st August 2010)**

Jennie Golding, Director of Specialism for Mathematics & Computing, Woodroffe School, Lyme Regis. **(Joining 1 September 2010)**

Jo-Anne Lees, County Mathematics Adviser, Hampshire **(Joining 1 September 2010)**

Secretariat

Dr Nick Bowes, ACME Head of Secretariat

Martin Smith, ACME Manager

Marie-Claude Dupuis, ACME Officer