



Appendix 2

Insurance London Consortium (ILC)

REFERENCE DN 617922

Tender Response Document

Issue Date: 3 October 2022

Tender Response deadline: 7 November 2022

Renewal date: 1 April 2023

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1. General

- 1.1. This Tender Response Document provides Tenderers with details of the form and content of the tender. Please read this document together with the Instructions for Tendering.
- 1.2. This Tender Response Document sets out the procedural requirements with which Tenderers must comply when submitting tenders in order for their tender to be considered by the ILC. The process has been structured in the way that it has in order to:
 - 1.2.1. assist the ILC in choosing the tenders which will be most economically advantageous to the ILC;
 - 1.2.2. make clear the requirements with which Tenderers must comply and the basis on which the tenders will be evaluated; and
 - 1.2.3. maintain competition throughout.
- 1.3. Wherever the term 'Council' is used within this document, this will refer to Croydon Council who are the lead Council for the purposes of procurement. Wherever the term 'ILC' is used within this document, this will refer to the collective members of the ILC.
- 1.4. Please only submit information requested within this tender response document. Any additional information will not be evaluated as part of this tender exercise.
- 1.5. Tenderers can bid for any combination of Lots. If bidding for any Lot please note that pricing document Appendix 1 MUST also be completed.

2. General Submission Requirements

- 2.1. If a Tenderer does not comply with any of the requirements contained in the Instructions for Tendering and this Tender Response Document, the Council may (in their sole discretion) disqualify that Tenderer.
- 2.2. It is the responsibility of the Tenderer to ensure that they have all the information they need to prepare their tender. It is the Tenderer's responsibility to review all questions and answers as they are posted on the Council's e-tendering portal (www.londontenders.org) and therefore Tenderers are advised to check the portal regularly for updates in accordance with Section 1 of the Instructions for Tendering. **Please note the deadline for clarifications is 17 October 2022**
- 2.3. Tenderers must, and in any event will be deemed to have done so, refer to the tender evaluation process detailed in the Instructions for Tendering when completing their Tender Response Document.
- 2.4. Tenderers are advised that the e-tendering system will allow submissions to be made after the deadline but warns that a late submission may be rejected. The Lead Authority reserve the right to reject any submissions made after the stated deadline.
- 2.5. Tenderers must include when submitting their tender response (including all documents where requested) the following:
 - **Stage 1 Section 1– Supplier Information**
As below
 - **Stage 1 Section 2 - Grounds for mandatory exclusion**
As below
 - **Stage 1 Section 3 - Grounds for discretionary exclusion – Part 1**
As below
 - **Stage 1 Section 4 - Grounds for discretionary exclusion –**
As below
 - **Stage 2 – Economic & Financial Standing**
As below
 - **Stage 3 – Professional Capacity and Quality**
Response to all questions in this document relating to the Lots you are bidding, with supporting documentation as required. Answer the questions and the related Quality questions in the tender response document and submit the completed tender response document.
 - **Stage 4 – Price**
Submit a completed Pricing Schedule at Appendix 1. In compliance with the stipulations therein specified to show its prices charges and rates which must in all cases be stated exclusive of Value Added Tax and Insurance Premium Tax. Please note that all figures submitted should be expressed in pounds sterling.
 - **Other Appendices**
Signed Form of Tender in the form set out at Appendix 2;
A completed Non-Collusive Tendering Certificate in the form set out at Appendix 3, signed by the person submitting the tender on behalf of the Tenderer;

A completed Confidentiality Agreement in the form set out at Appendix 4 to this Tender Response Document, signed by the person submitting the tender on behalf of the Tenderer.

Stage 1: Section 1 - Supplier Information

Please note that the term 'company' includes a sole trader, partnership, limited company, local authority, public sector organisation, voluntary sector organisation or charity or other. Stage 1 Section 1, although not scored, is a pass/fail criterion for completeness. The Council may reject any tender where the Tenderer has failed to answer all questions in this Section.

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	Arthur J. Gallagher Insurance Brokers Ltd
1.1(b) – (i)	Registered office address (if applicable)	Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow G2 7AT
1.1(b) – (ii)	Registered website address (if applicable)	https://www.ajg.com/uk/
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	b) limited company
1.1(d)	Date of registration in country of origin	January 1988
1.1(e)	Company registration number (if applicable)	SC108909
1.1(f)	Charity registration number (if applicable)	N/A
1.1(g)	Head office DUNS number (if applicable)	39-808-5597
1.1(h)	Registered VAT number	GB 484 7462 09
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	We are listed as full, associate or corporate members of an extensive number of professional or trade bodies, these include Association of Insurance and Risk Managers

		<p>(AIRMIC), British Insurance Brokers Association (BIBA - BIBA Membership number for our main office is 000545). Association of Consulting Engineers (ACE), Institution of Civil Engineers (ICE), ALARM (The Public Risk Management Association), BVCA (British Venture Capital Association), British Property Federation (BPF), Royal Institute of British Architects (RIBA), BExA (British Exporters Association), UK Registrars Group (UKRG), Museums Association, Maritime London and Alternative Investment Management Association (AIMA).</p> <p>In addition many of our personnel are individual members of professional and/or trade bodies, e.g. Chartered Insurance Institute (CII), Institute of Risk Management (IRM), Royal Society of Chemistry, British Tunnelling Society, Chartered Institute of Loss Adjusters (CILA) and regularly contribute in a professional capacity.</p> <p>Arthur J. Gallagher Insurance Brokers Limited is a Lloyd's Broker which is authorised and regulated by the Financial Conduct Authority (FCA). Registration No: 311786</p>
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	We are authorised and regulated by the FCA, our registration number is 311786.

		Details can be found at: https://register.fca.org.uk/ShPo_FirmDetailsPage?id=001b000000MfQFIAN
1.1(k)	Trading name(s) that will be used if successful in this procurement	Arthur J. Gallagher Insurance Brokers Ltd
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	N/A
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ¹ ?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: ² - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ³ (Please enter N/A if not applicable)	N/A
1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	Arthur J. Gallagher (UK) Limited The Walbrook Building 25 The Walbrook London EC4N 8AW Company Registration No: 01193013 D.U.N.S: 22-711-2497
1.1(p)	Details of ultimate parent company:	Arthur J. Gallagher & Co. 2850 Golf Road

¹ See EU definition of SME: https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

² UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance.](#)

³ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

	<ul style="list-style-type: none">- Full name of the ultimate parent company- Registered office address (if applicable)- Registration number (if applicable)- Head office DUNS number (if applicable)- Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	Rolling Meadows IL 60008 Company Registration Number: 0000 354190 D.U.N.S: 07-442-4540
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Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1		Bidding model			
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2(a) - (ii)	Name of group of economic operators (if applicable)	Arthur J Gallagher – Insurance Broker Pen Underwriting Ltd – Managing General Agent NIG Insurance – Insurer			
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.	N/A			
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name	N/A			
	Registered address	N/A			
	Trading status	N/A			
	Company registration number	N/A			
	Head Office DUNS number (if applicable)	N/A			
	Registered VAT number	N/A			
	Type of organisation	N/A			
	SME (Yes/No)	N/A			
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables	N/A			

	The approximate % of contractual obligations assigned to each sub-contractor	N/A					
If you have indicated in the SSQ question 1.2 that you are part of a wider group, please provide further details below:							
Name of organisation	Arthur J. Gallagher (UK) Ltd						
Relationship to the Supplier completing these questions	Parent						
5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					

Contact details and declaration


I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	Luke Dupuy
1.3(b)	Name of organisation	Arthur J. Gallagher Insurance Brokers Ltd
1.3(c)	Role in organisation	Business Development Manager
1.3(d)	Phone number	07729 441923
1.3(e)	E-mail address	Luke_dupuy@ajg.com
1.3(f)	Postal address	27-30 Railway Street, Chelmsford, CM1 1QS
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	18/11/2022

Stage 1: Section 2 - Grounds for mandatory exclusion

Bidders must answer the questions for this section.

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	N/A
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2.3(a)	Regulation 57(3)	Yes <input type="checkbox"/>

	<p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	<p>No <input checked="" type="checkbox"/></p>
<p>2.3(b)</p>	<p>If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.</p>	<p>N/A</p>

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Stage 1: Section 3 - Grounds for discretionary exclusion

The Council may exclude any Supplier who answers 'Yes' to any of the questions for this section.

Section 3		Grounds for discretionary exclusion	
	Question	Response	
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>		
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
		If yes please provide details at 3.2	
3.1(j)	Please answer the following statements	Yes <input type="checkbox"/>	

3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning)	N/A
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Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 ⁴				
		Gallagher	Pen Underwriting	NIG Insurance
3.3	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>	Yes <input checked="" type="checkbox"/> N/A <input type="checkbox"/>
3.4	If you have answered yes to question 3.3 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input checked="" type="checkbox"/> Please provide the relevant url ...	Yes <input checked="" type="checkbox"/> Please provide the relevant url ...	Yes <input checked="" type="checkbox"/> Please provide the relevant url ... https://www.directlinegroup.co.uk/e

⁴ For guidance on the Modern Slavery Act 2015 see https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/471996/Transparency_in_Supply_Chains_etc_A_practical_guide_final.pdf

		<p>https://www.ajg.com/uk/about-us/modern-slavery/</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation in the box below</p>	<p>https://www.ajg.com/uk/about-us/modern-slavery/</p> <p>As part of the Gallagher Group, where this is a requirement for Pen we will be compliant with the annual reporting requirements</p> <p>No <input type="checkbox"/></p> <p>Please provide an explanation in the box below</p>	<p>n/site-services/modern-slavery-act.html</p>
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Supplier explanation		
	Additional Self-Certification Questions - GALLAGHER	
3.5 Compliance with Business Continuity Requirements	Please self-certify that your organisation has a fully documented Business Continuity Plan.	Y/ N
3.6 GDPR	Please confirm and provide details that you have in place, or that you will have in place by contract award, the human and technical resources including systems and processes to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	<p>Y</p> <p>Gallagher recognises the importance of GDPR and The Data Protection Act 2018 and the impact it has on the processing of personal data. Gallagher has therefore developed a comprehensive Data Protection framework to comply with the requirements of the Data Protection Legislation. This framework consists of core Data Protection Policies and Standards, and a number of Data Protection related Policies and Standards, which are available to all employees via the company intranet. These Policies and Standards set out related processes and procedures covering topics such as privacy risk assessments, data subject right requests, data breach reporting, marketing, CCTV or secure desks.</p> <p>Data Controller</p> <p>In the course of providing services, Gallagher carries out activities regulated by the Financial Conduct Authority (FCA). As a regulated business Gallagher has legal and regulatory obligations to the FCA in relation to the personal data it processes and will always be a separate data controller. In addition, in providing services Gallagher makes decisions about whether personal data should be collected and how to collect, store and retain personal data, and is therefore acting as separate data controller.</p> <p>Data Protection Officer (DPO)</p>

		<p>Gallagher has appointed a dedicated DPO. The DPO is responsible for ensuring compliance with applicable data protection laws, managing data protection issues and co-operating with the supervisory authority (including ICO registrations). The DPO reports to Gallagher's Chief Counsel who is a member of the Executive Committee and Boards.</p> <p>Data Protection Training</p> <p>All UK based employees are required to complete the following mandatory training:</p> <ul style="list-style-type: none"> • Global Data Privacy training course • Information Security training course • GDPR training course <p>Data Subject Rights Request</p> <p>Data subject rights requests are referred to the DPO who manages the response process and ensures that such requests are handled and responded to in accordance with Gallagher's statutory obligations.</p> <p>Data breaches</p> <p>Any known or suspected data protection breach is reported and mitigated in accordance with Gallagher's Data Protection Breach Reporting process as defined in Gallagher's Data Protection Policy. The DPO is alerted to all data protection breaches, provides analyses and keeps a record of all data protection breaches, including their impact and outcome. Any new project that involves the processing of personal data must go through</p> <p>Data Protection Impact Assessment</p> <p>Gallagher's change process. The process involves a three stage privacy risk assessment process, including Data Privacy Impact Assessment where appropriate, and a data governance framework which provides operational control over appropriate use, integrity and security of data by the business.</p>	
Health and Safety	Please self-certify that you have a Health & Safety (H & S) Policy (covering General Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.	Y/ N	
3.7 Equalities and Diversity	Please self-certify that you have a Health & Safety (H & S) Policy (covering General	Y/ N	

	Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.		
3.8 Staff Welfare	Do you have a staff welfare policy and can provide a copy on request?	Y – Covered in various policies	
Additional Self-Certification Questions - PEN UNDERWRITING (A Gallagher Company)			
3.5 Compliance with Business Continuity Requirements	Please self-certify that your organisation has a fully documented Business Continuity Plan.	Y/ N	
3.6 GDPR	Please confirm and provide details that you have in place, or that you will have in place by contract award, the human and technical resources including systems and processes to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	Y	<p>Gallagher recognises the importance of GDPR and The Data Protection Act 2018 and the impact it has on the processing of personal data. Gallagher has therefore developed a comprehensive Data Protection framework to comply with the requirements of the Data Protection Legislation. This framework consists of core Data Protection Policies and Standards, and of a number of Data Protection related Policies and Standards, which are available to all employees via the company intranet. These Policies and Standards set out related processes and procedures covering topics such as privacy risk assessments, data subject right requests, data breach reporting, marketing, CCTV or secure desks.</p> <p>Data Controller</p> <p>In the course of providing services, Gallagher carries out activities regulated by the Financial Conduct Authority (FCA). As a regulated business Gallagher has legal and regulatory obligations to the FCA in relation to the personal data it processes and will always be a separate data controller. In addition, in providing services Gallagher makes decisions about whether personal data should be collected and how to collect, store and retain personal data, and is therefore acting as separate data controller.</p> <p>Data Protection Officer (DPO)</p> <p>Gallagher has appointed a dedicated DPO. The DPO is responsible for ensuring compliance with applicable data protection laws, managing data</p>

		<p>protection issues and co-operating with the supervisory authority (including ICO registrations). The DPO reports to Gallagher's Chief Counsel who is a member of the Executive Committee and Boards.</p> <p>Data Protection Training</p> <p>All UK based employees are required to complete the following mandatory training:</p> <ul style="list-style-type: none"> • Global Data Privacy training course • Information Security training course • GDPR training course <p>Data Subject Rights Request</p> <p>Data subject rights requests are referred to the DPO who manages the response process and ensures that such requests are handled and responded to in accordance with Gallagher's statutory obligations.</p> <p>Data breaches</p> <p>Any known or suspected data protection breach is reported and mitigated in accordance with Gallagher's Data Protection Breach Reporting process as defined in Gallagher's Data Protection Policy. The DPO is alerted to all data protection breaches, provides analyses and keeps a record of all data protection breaches, including their impact and outcome. Any new project that involves the processing of personal data must go through</p> <p>Data Protection Impact Assessment</p> <p>Gallagher's change process. The process involves a three stage privacy risk assessment process, including Data Privacy Impact Assessment where appropriate, and a data governance framework which provides operational control over appropriate use, integrity and security of data by the business.</p>
Health and Safety	Please self-certify that you have a Health & Safety (H & S) Policy (covering General Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.	Y/ N
3.7 Equalities and Diversity	Please self-certify that you have a Health & Safety (H & S) Policy (covering General Policy Organisation	Y/ N

	and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.	
3.8 Staff Welfare	Do you have a staff welfare policy and can provide a copy on request?	Y – Covered in various policies

	Additional Self-Certification Questions - NIG	
3.5 Compliance with Business Continuity Requirements	Please self-certify that your organisation has a fully documented Business Continuity Plan.	Y/ N
3.6 GDPR	Please confirm and provide details that you have in place, or that you will have in place by contract award, the human and technical resources including systems and processes to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.	Y <p>The NIG Privacy Notice can be downloaded as a PDF from the NIG.com website via the Document Library page, filtering by Direct Debit/Other. The full revised wording can also be found on our Privacy Policy page: https://nig.com/privacy/</p> <p>All Brokers will need to provide the customer with their own Privacy Notice at the point that they collect the customer's data. Then, at the point in which the Broker passes us (NIG) the customer's data they must provide the customer with the NIG Privacy Notice to inform them of what NIG will do with their data. The Privacy Notice also needs to be sent to all NIG customers at Renewal.</p> <p>We are also currently reviewing all our Policy documents in order to update any references to the Data Protection Act 1998.</p>
Health and Safety	Please self-certify that you have a Health & Safety (H & S) Policy (covering General Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.	Y/ N

3.7 Equalities and Diversity	Please self-certify that you have a Health & Safety (H & S) Policy (covering General Policy Organisation and Arrangements), as required by Section 2(3) of the Health and Safety at Work 1974 and any codes of safe work practices issued to employees.	Y/ N
3.8 Staff Welfare	Do you have a staff welfare policy and can provide a copy on request?	Y – Covered in various policies

Stage 2: Economic and Financial Standing

The Council needs to have an understanding of the Tenderer's financial standing in order to determine the level of risk they would represent to the Council. Therefore AON on behalf of the Council will undertake a financial appraisal. This appraisal will also involve Aon undertaking a check of their Security Committee ratings

Where a Tender is to be submitted as a consortium of several organisations, the information requested in this Stage 2 is required in respect of each member of the consortium.

Economic and Financial Standing is a pass / fail criterion. Any Tenderer who 'fails' this section of the tender will not be evaluated further.

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able provide a copy of your audited accounts for the last two years? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>

	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	<p>The Council has set a minimum financial turnover threshold of £1,200,000 (one million two hundred thousand pounds sterling) per annum. Please self-certify that your annual turnover for each of the most recent two financial years is above this threshold, by answering 'Yes' or 'No' that you meet the requirements set out here.</p> <p>If you are not able to self-certify that your organisation meets the minimum financial turnover threshold, please submit any additional information regarding your financial position in a clearly identified Annex so that a risk assessment can be carried out. Please refer to SSQ Information and Guidance for further details.</p> <p>*Potential suppliers are to note that this is separate from the Economic and Financial Standing test detailed under Stage 2 evaluation process.</p>	Yes X No <input type="checkbox"/>

4.3	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £5million per claim arising out of any one occurrence: Y/N</p> <p>Public Liability (Third Party) Insurance = £5million per claim arising out of any one occurrence: Y/N</p> <p>Professional Indemnity Insurance = £2million per claim arising out of any one occurrence or in the annual aggregate with unlimited reinstatements: Y/N</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>	

Stage 3: Professional Capacity and Technical and Professional Ability

Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide up to three contract examples which demonstrate your organisation's experience in the provision of insurance services for each of the Lots ie</p> <ul style="list-style-type: none"> Motor Commercial Property Crime Engineering PA School Journeys LRTB <p>Contract examples should have been performed during the past three years.</p> <p>You may provide one contract example which covers all of the above areas, or up to three separate contract examples which, in combination, cover all of the above areas. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Please note that examples of delivered call-off contracts awarded under framework agreements will be considered valid, but citing a framework agreement that you have been awarded but under which no call off contract has been delivered, will not be considered to be a valid contract example.</p> <p>If you cannot provide examples covering all the above requirements see section 6.3</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation	The Hyde Group	Sheffield City Council Leaseholders	Phoenix Community Housing
Point of contact in the organisation	Nazneen Webster	Andrew Auckland	John Egan
Position in the organisation	Insurance Services Manager	Leasehold Management Team Leader	Financial Operations Manager
E-mail address	nazneen.webster@hyde-housing.co.uk	andrew.auckland@sheffield.gov.uk	John.Egan@phoenixch.org.uk
Description of contract	<p>Insurance programme design and placement, claims management, risk management and loss trend analysis. Ad hoc insurance management as required.</p> <p>We arrange a full programme of insurance for this client, including Property Stock and the Leasehold portfolio</p> <p>All of the insurance policies are drafted to specifically meet the needs of social housing organisations, incorporating a range of cover enhancements not typically available in standard commercial insurance. Insurance management services including claims management, risk management and staff training are</p>	<p>Insurance programme design and placement, claims management, risk management and loss trend analysis. Ad hoc insurance management as required.</p> <p>We arrange a leasehold insurance portfolio for this client.</p> <p>All of the insurance policies are drafted to specifically meet the needs of social housing organisations, incorporating a range of cover enhancements not typically available in standard commercial insurance. Insurance management services including claims management, risk management and staff training are also all tailored specifically to the needs of</p>	<p>Insurance programme design and placement, claims management, risk management and loss trend analysis. Ad hoc insurance management as required.</p> <p>We arrange a full programme of insurance for this client, including Property Stock and the Leasehold portfolio</p> <p>All of the insurance policies are drafted to specifically meet the needs of social housing organisations, incorporating a range of cover enhancements not typically available in standard commercial insurance. Insurance management services including claims management, risk management and staff training are</p>

	also all tailored specifically to the needs of organisations operating in the social housing sector.	organisations operating in the social housing sector.	also all tailored specifically to the needs of organisations operating in the social housing sector.
Contract Start date	2016	2012	2007
Contract completion date	Ongoing	Ongoing	Ongoing
Estimated contract value	Commercially Sensitive	Commercially Sensitive	Commercially Sensitive
Contract 1:	In no more than 500 words, please provide a brief description of Contract 1 delivered including evidence as to your technical capability and experience in this market.		
<p>Response:</p> <p>We arrange a full programme of insurance for this client, including Property Stock and the Leasehold portfolio, including Insurance programme design and placement, claims management, risk management and loss trend analysis. Ad hoc insurance management as required.</p> <p>All of the insurance policies are drafted to specifically meet the needs of social housing organisations, incorporating a range of cover enhancements not typically available in standard commercial insurance. Insurance management services including claims management, risk management and staff training are also all tailored specifically to the needs of organisations operating in the social housing sector.</p>			
Contract 2:	In no more than 500 words, please provide a brief description of Contract 2 delivered including evidence as to your technical capability and experience in this market.		
<p>Response:</p> <p>We arrange a Leasehold programme of insurance for this client including Insurance programme design and placement, claims management, risk management and loss trend analysis. Ad hoc insurance management as required.</p> <p>All of the insurance policies are drafted to specifically meet the needs of social housing organisations, incorporating a range of cover enhancements not typically available in standard commercial insurance. Insurance management services including claims management, risk management and staff training are also all tailored specifically to the needs of organisations operating in the social housing sector.</p>			
Contract 3:	In no more than 500 words, please provide a brief description of Contract 3 delivered including evidence as to your technical capability and experience in this market.		
<p>Response:</p> <p>We arrange a full programme of insurance for this client, including Property Stock and the Leasehold portfolio, including Insurance programme design and placement, claims management, risk management and loss trend analysis. Ad hoc insurance management as required.</p> <p>All of the insurance policies are drafted to specifically meet the needs of social housing organisations, incorporating a range of cover enhancements not typically available in standard commercial insurance. Insurance management services including claims management, risk management and staff training are also all tailored specifically to the needs of organisations operating in the social housing sector.</p>			

Technical and Professional Ability

In accordance with the Instructions to Tender Document, this section will count as follows:

	Aggregate	Social Value	Cover enhancements	Claims handling	Restrictions	Added Value	Engineering implementation/dangerous defects/managing inspections/ IT portal
Motor	10	10	5	5	5	5	
Commercial Property		10	10	5	10	5	
Crime		10	10	5	10	5	
Engineering		10			5	5	20 (5 each)
PA		10	10	5	10	5	
School Journeys		10	10	5	10	5	
LRTB		10	5	10	10	5	

ALL LOTS: Question 1 - Social Value (100 points) Bidders must answer this question if bidding for any of the Lots.

ILC Members are required to comply with the Social Value Act 2012.

(<http://www.legislation.gov.uk/ukpga/2012/3/enacted>).

Social value benefits form part of the deliverables in the procurement alongside the system functionality and carry a weighting of 10% for evaluation purposes.

- A. The project will seek the payment of the appropriate Real Living Wage to all staff delivering the services. Please indicate your commitment to this in your response
- B. The Council requires bidders to provide a tender that delivers social value. Please state what you shall commit to deliver over the term of this contract and how you will monitor and report upon its delivery to the Council. This should be real and measurable and be focussed on the Boroughs or London in general and show a commitment to the local area and its residents.

Bidders should acquaint themselves with the public sectors commitment to social value and what we expect from our suppliers.

Government Guidance

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/940827/Guide-to-using-the-Social-Value-Model-Edn-1.1-3-Dec-20.pdf

Croydon guidance

<http://valuecroydon.com/social-value-policy>

A key foundation of the approach is the Social Value Framework that aligns the local priorities with the ambition to maximise what we achieve through Social Value. The framework has six themes that represent local social value focus and priorities with example outcomes and measures developed to help consider and embed social value. The six themes are:

- SV1 – local employment;
- SV2 – creating accessible pathways to employment;
- SV3 – supporting healthy lifestyles;
- SV4 – supporting local communities and initiatives;
- SV5 – supporting local business growth;
- SV6 – supporting a cleaner and greener borough.

Examples of what other Suppliers have delivered to participating boroughs as part of their existing contracts include:

- Creating business opportunity for SME and voluntary and community organisations in participating boroughs
- Greater local economic growth and sustainability
- Creating skills and training opportunities in our locality
- Providing additional opportunities for individuals or group facing greater social or economic barriers in our community – improved job opportunities and employability of local, young and disadvantaged people
- More people paid the London Living Wage
- Improving market diversity
- Improved support for local projects, priorities and campaigns
- Supporting initiatives like targeting hard to reach groups
- Working with educational organisations within participating boroughs
- Promoting digital inclusion

LOT 7 Leasehold Right to Buy

Please provide responses to this question set if you intend to bid for Lot 7

Question 1 Social Value 100 points out of the 1000 available

Please provide details of how you will offer relevant and appropriate Social Value to the individual boroughs and London area specifically

Maximum 1000 words

We know that social and environmental issues are very important to you, as they are to Gallagher.

Gallagher Gives

At Gallagher we operate a programme 'Gallagher Gives' which encourages employees to take part in local community based fundraising and matching the funds raised. Each office is also encouraged to support a local charity with each member of staff allowed 3 days paid leave per year to undertake fundraising or volunteering for their chosen charity.

This year members of the team have already completed various activities for a local charity "Little Havens" this included litter picking, garden maintenance and general up-keep of the surrounding grounds at their property.

Our business development manager, is currently taking part in the 3,000 push up challenge for November. Raising money for Cancer Research. We actively encourage staff to support charities close to their heart as every donation they receive is doubled by Gallagher. Other activities we are proud to complete include hosting quiz nights, our 'Beat the Seats' challenge, a skydive and completing the Yorkshire Three Peaks Challenge. Gallagher Housing has also donated toys and gifts to Kids Inspire for Martintmas and our Managing Director, Martin Crowe recently raised over £600 for Target Ovarian Cancer by doing a sponsored bike ride.

Services for ILC

We have identified some initiatives that we can provide to any ILC Member.

- We will let you know if any suitable job opportunities or work placements that arise in our local offices. We have multiple office locations around London.
- We can support specific events held by the ILC for residents, where we can give advice and guidance on insurance and risk related matters
- Through our sponsorship of Premiership Rugby we are happy to provide ILC Members tickets to games which you can raffle to assist with fundraising.
- We recommend local repair contractors complete insurance repairs, thus providing community benefits to contractors in the area.

Sustainability at Gallagher

Within Gallagher, we have a long-standing commitment to sustainability and are dedicated to maintaining high standards of ethical behaviour. An important part of our commitment is to improving the sustainability of our global operations and supporting the communities where we live and work. We have shared our efforts and achievements in our 2020/21 Sustainability Report – Lasting Impact, (See Appendix)

As you will see within this report, we have accomplished some amazing achievements in recent years. With a clear focus on Environmental, Social and Governance considerations, we have made significant changes to improve our environmental impact:

Our GGB-UK progress

- 100% of electricity in our offices is from renewable sources
- We removed single use plastics and paper cups from our offices
- We have recycled 25 tonnes of old IT equipment in the last 12 months

- 100% of our paper waste is recycled into pulp to make new paper
- We saved 7m tonnes of carbon by not travelling during lockdown
- We partner with a social enterprise for our office supplies

Gallagher is committed to sustainability. We comply with applicable laws and regulations, and seek to reduce the environmental impact of our operations and services. Through our Gallagher Green initiative and in other ways, we show our respect for the environment by striving to minimize environmental hazards, managing our energy usage and reducing the environmental impact of our global operations.

We are committed to reducing Gallagher's carbon footprint and helping others to do the same with a specific and targeted programme of environment-driven investments. In the last two decades, the company has invested over \$150M in alternative energy and clean air projects. Gallagher first ventured into alternative energy and clean air initiatives in 1990 with investments in landfills where methane gas was collected and converted into useable fuel or electricity. In 2004, Gallagher invested in ChemMod LLC, which owns technology that helps reduce mercury, nitrogen oxides, Sulphur dioxide, and thereby improves energy produced by coal-fired power plants. This technology has been used since 2009 by a number of utility companies in the U.S. In addition, Gallagher invested in C-Quest Technologies LLC, which owns an indevelopment technology that has proven in laboratory testing to safely reduce carbon dioxide by converting it into a benign powder. These investments all have a positive effect on the environment and demonstrate that we are committed to protecting the environment for current and future generations

Gallagher Premiership Rugby

- **Gallagher Premiership Rugby** – As the Proud Title Partner of Premiership Rugby we use this opportunity to get people involved in important social and community programmes around the UK:
- **Gallagher's Rugby Club of the Season** – a competition for grassroots clubs to win equipment, training sessions, business consultancy and premiership tickets
- **Project Rugby** – Gallagher supported the PLAY Achiever of the Year award at the 2019 Premiership Rugby Parliamentary Community Awards, a programme that encourages people to introduce rugby to new audiences. Staff were also encouraged to volunteer to support Project Rugby games.
- **Rugby Ready** – a 3 hour course delivered by an accredited coach on how to deliver a safe and enjoyable, practical rugby session, so employees can get involved with Rugby in their own community.
- **Supporting the Rainbow Laces Campaign** - promoting LGBT equality in sport.

World's Most Ethical Company

Gallagher is the only firm in the insurance industry to be recognised as “**One of the World's Most Ethical Companies**”. We were first awarded this prestigious title by the Ethisphere Institute in 2012 and have been awarded it every year since in recognition of our commitment and performance in this area. This is a great achievement as, globally, only 145 companies are recognised.

In 2019, our CEO, Simon Matson, signed the Time to Change Pledge, which is a commitment to work with mental health charities to raise awareness about mental health and how we address it in the workplace, as well as equipping managers to have conversations about mental health. In 2022 we continue with this pledge, ensuring all staff around the world have received support and guidance on protecting their mental health.

We are committed to making a difference and supporting our local communities, customers and employees.

Question 2 – Cover Enhancements – 50 Points

Please provide details below of any Policy Enhancements over and above the specification which are included within your submission and included within your submitted price. Please provide details below on the value that each enhancement will offer to the ILC members.

(This will equate to 50 marks out of the 1000 available.)

Examples might be Reputation cover, flexible loss limit for business interruption etc
Maximum 500 words

Your Response

As we already arrange the cover for the ILC's quoted for, we secured the best cover available can confirm this will continue.

Some of the key extensions are:

- Loss of Rent and Alternative Accommodation – 25% of the sum insured
- Architects', surveyors' fees, debris removal and Government/local authority requirements
- Notice Of Interests
- Damage to the property caused by forced entry of Emergency Services
- Damage by squatters (subject to proof that damage occurred within the policy period only one excess will apply per insured building)
- Legal Fees following occupation by squatters - £12,000 any one building and in all during the period of insurance
- Accidental loss or damage to satellite receiving equipment, aerials and their fittings or masts which are permanently fixed to the outside of the buildings or within the curtilage of the insured premises.
- Loss or damage to ornamental or landscaped gardens – £10,000 any one loss
- Transfer of interest • Protection of other interests Replacement locks – £1,500 any one building and in all during the period of insurance
- Removal of debris
- Public Authorities
- Metered water and oil – £25,000 any one loss
- Trace and Access – £6,000 any one Period of Insurance
- Emergency Access - £1,000
- Inflationary increases – Policies will be index linked every year in line with the RICS.
- Cover for communal parts to be included
- Workman's Clause
- Subrogation Waiver

Question 4 – Claims Handling 100 Points

The ILC needs to fully understand the claims handling service you will provide to Members and leaseholders.

Please provide full details of the claims handling service you will provide including information on resources which will be made available.

All tenderers must include a claims handling method statement. This must include:

Maximum 1000 words

Requirement	Measure
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<p>Details of staff who will be undertaking claims handling for the Authority.</p> <p>This must include contact details, reporting lines, claims case load numbers and experience/qualifications.</p>	<ul style="list-style-type: none"> ▪ Insurers must provide at least one named contact. ▪ Claims handlers must be able to demonstrate relevant experience. ▪ Claims case load numbers must not be excessive ▪ If the call centre is located outside of the UK, please specify where.
<p>Communication / Correspondence</p>	<ul style="list-style-type: none"> ▪ New claims are recorded and acknowledged within 48 hours ▪ Telephone calls are returned within 24 hours ▪ Written correspondence is dealt with within 5 working days ▪ Legal proceedings are allocated on the working day of receipt. ▪ Access to online claims system -The portal system needs to be a live system or 24 hour max to record status and progression of the claim which should show any form of communication received or issued. Authority to have access to this information so the status of the claim is clear at all times. ▪ The Authority to be notified if any claim is received from a leaseholder direct. ▪ We would expect estimates to be received by the claims handler within 2 weeks and the repair to be carried out within a further 14 days.(30 day total) where possible taking into account the complexity of the repair and supply chain- with the exception of anything classified as urgent repair. If not possible estimates of timescales to be given and updated and measured and managed by MI
<p>Management Information</p>	<ul style="list-style-type: none"> ▪ Tenderers to provide monthly claims management information. Sample claims report to be included in your response. ▪ Tenderers to notify Contracting Authorities of sub-let properties following claims. ▪ Performance indicators around response times to be provided with regards to both telephone and written responses actioned against the times stated in the specification document. ▪ Performance indicators required around repair timeline between claim notified and repair carried out.
<p>Freephone telephone number for claims reporting.</p>	<ul style="list-style-type: none"> ▪ Confirmation that you are able to provide a Freephone or local rate telephone number-call centre to receive calls between 9.00 a.m.- 5.00 p.m. Monday to Friday/Saturday
<p>Paperless claims reporting.</p>	<ul style="list-style-type: none"> ▪ All claims to be reported directly to insurers by telephone without the need for Contracting Authorities to issue claim forms.
<p>Emergency repair service.</p>	<ul style="list-style-type: none"> ▪ Access to a 24 hour emergency repair service to assist leaseholders in arranging emergency repairs.

Use of subcontractors.	<ul style="list-style-type: none"> ▪ All subcontractors to be identified as known at the time of responding to this tender. Any changes to be advised to Contracting Authorities prior to implementation, along with a transfer plan, including communication to Leaseholders. ▪ Contracting Authority require an undertaking that repairs are carried out within a timescale and having named sub-contractors does not give us reassurance of how quickly and efficiently the work will be carried out. ▪ Contracting Authority to have the ability to get the work carried out by our own contractors if required.
Use of Loss adjusters	<ul style="list-style-type: none"> ▪ If the claim has to go to a loss adjuster, more than one company to be used in busy times to avoid delays and to be able to go on site and not be purely office based. Loss adjuster to have the same number of working days to reply to correspondence and keep both the leaseholder and Authority up to date with the status of the claim. Please state the Loss adjusters on your panel

(This will equate to 100 marks out of the 1000 available.)

<p>Your Response</p> <p>We take pride in our claims handling as this is the most visible aspect of our service, we know how essential it is to for each customer to get their property back to pre-loss condition quickly.</p> <p>Emma Cohen will be your single point of contact for all claims, by having a single point of contact your claims will be processed smoothly, quickly and in a similar fashion every single time.</p> <p>We do not operate call centres, nor do we employ any external claims consultants. All claims staff are employed by Gallagher and work within our Housing Division, therefore should Emma be on holiday another housing expert will be on hand to support.</p> <p>We believe our service goes beyond the scope of what you are looking for as detailed in your requirements document.</p> <p><u>Staff Details</u></p> <p>We have allocated a dedicated claims manager, Emma Cohen for all claims. Emma is very experienced in property claims and has previous experience in working with Aviva Insurance. She is also the existing claims manager for Camden, Lambeth and Croydon.</p> <table border="1" style="width: 100%; background-color: #002060; color: white; margin-top: 10px;"> <tr> <td style="padding: 5px;">Emma Cohen</td> <td style="padding: 5px;">Claims Manager</td> </tr> <tr> <td style="padding: 5px;">Qualifications</td> <td style="padding: 5px;">CERT CII</td> </tr> </table>		Emma Cohen	Claims Manager	Qualifications	CERT CII
Emma Cohen	Claims Manager				
Qualifications	CERT CII				

Responsibilities	<ul style="list-style-type: none"> Your sole point of contact for claims of all types and values Advice and guidance on any aspect of any claim Capturing data and recording it on the online claims system Appointing, liaising with and directing loss adjusters Ensuring compliance with pre action protocols Challenging insurers on outstanding reserves Provision of timely and accurate claims reports and analysis
Year started working in insurance	2007
Year started working with Housing Associations	2021
Experience	<p>Over 15 years' experience in an insurer led background, specialising in large loss property, commercial and liability claims.</p> <p>Extensive experience from both an insurer and broker perspective in the management of all types of claims and the provision of sound advice to clients.</p>
No of clients managed:	17

In addition to Emma we have allocated a shadow Claims Manager – Elaine Murray. Elaine is the manager of our claims division and has a wealth of experience and support she can add to your account. In the event that neither Emma nor Elaine are available, they are supported by a further 15 Claims Managers who only handle claims from organisations similar to yourself.

Communication

Our claims process is flexible and our aim is to ensure that incidents are managed as efficiently as possible.

We will deal directly with Leaseholders and they will contact Emma who will deal with all losses; we do not operate call centres or use generic email addresses.

Each Leaseholder will be provided with documentation that will include an out of hours contact for 24 hour emergency claims assistance.

We work to the following service standards:

- All new claims will be acknowledged with a claims reference within one working day, which exceeds the tender requirements
- Additional claims information received by e-mail or post will receive a response within five working days
- Claims will be settled within five working days of the appropriate documentation being received and your acceptance of an offer. Where substantial loss or damage occurs we will arrange for interim payments to be made

- All telephone enquiries will receive a response within 24 hours
- Urgent enquiries will be processed within the timescale requested unless otherwise agreed
- Our claims portal is accessible 24/7 and information is updated at midnight every night.

Management Information

We will keep you informed on the performance of claims by providing you with a monthly claims listing in excess format. We can also provide access to our online claims system where you can download reports and view individual losses at the click of a button. Your claims manager will also provide you with any ad hoc reports upon request. We have included a sample report, see appendix.

We are also measured against our SLA targets and will be able to share with you our adherence to these targets. For the prior 3 months we have scored %

We will set up a claim code that identifies when a claim is made if the property is sublet by the leaseholder or not, this will then appear on our online claims portal.

Freephone Number

A Freephone telephone number would be able to be set up by our IT department, our normal contact number is a local rate and if required we can always call back leaseholders whom request this.

All calls are answered immediately without long hold/wait times.

Paperless Claims Reporting

We do not advocate the use of claim forms and much prefer to discuss any loss circumstances on the phone.

We believe that reporting losses by phone will enable us to obtain the information quicker in order for us to settle the claim.

It's worth noting that for losses up to £25k in value we do not need to report the loss into NIG. Emma will handle this on their behalf, thus further improving the speed in which our claims service is delivered to all Leaseholders.

Emergency Repair Service

Whilst we are unable to offer a 24 hour emergency repair service, should a resident be affected by a loss out of hours then they are able to contact Questgates Loss Adjusters using the normal phone number.

Questgates will be able to advise on the best course of action for the leaseholder to mitigate their loss and prevent further damage.

Use of Subcontractors

We have no contracts in place with sub-contractors, we are flexible in our approach and recommend each leaseholder obtains quotations from a qualified tradesman in their area.

Use of Loss Adjusters

NIG insurance have a large panel of loss adjusters and mainly use Woodgate and Clarke or Sedgewicks. However they can also utilise the services of Questgates and Mclarens if required. All loss adjusters will work to SLA's similar to ourselves.

Question 5 Restrictions 100 points

Please provide details below of where your cover is restricted or varies negatively from the tender specification

(This will equate to 100 marks out of the 1000 available)

Your Response

Our quotations are based exactly on the tender specification, however it is worth highlighting the tender specification deviates from the existing covers we already place.

Croylease and Camden Living are insured on their own policies due to the Leaseholders interests being different to that of the councils.

The sums insured used for this quotation are as per the tender specification and will require adjustment.

Sums insured for the 2023 period of cover must be submitted to us in good time and need to reflect growth and the current rate of indexation.

These sums insured will be reviewed by underwriters and the pricing will be adjusted. The pricing quoted herein will not be valid without insurers agreement of the 2023 sums insured.

Question 6 Added Value 50 Points

Please provide details below of any added value and innovation services you will provide to ILC members as part of your submission.

Please note that any consultancy services, such as risk management consultancy, surveys, or training MUST be expressed as a number of days. All work undertaken as a result of this offering must be for the benefit of ILC and not a requirement of underwriters. All reports produced as the result of any added value services will be owned by ILC members. Responses must be completed within the following box and must be limited to one side of A4.

(This will equate to 50 marks of the 1000 available)

Maximum 1000 words

Your Response

We have detailed added value services within this section.

Stewardship Report

As the current provider of insurance services for Lambeth, Croydon and Camden we are able to highlight the following improvements we have implemented since being their insurance broker:

- Placed separate covers for Croylease, Camden Living and the Common Parts as the insured / interested parties could be mis-construed under some of the leases in place. To ensure there was not a gap in cover when a loss occurred, we worked with the ILC to implement covers in the separate names of Croy Lease, Camden Living and the common parts for the all Camden Council, Lambeth Council and Croydon Council.
- We introduced a quarterly claims analysis and claims listing documentation to allow clearer visibility on performance, this assisted with your annual budgeting procedures and highlighted well in advance where a renewal increase may occur.

- At the 2021 renewal date we concluded our original 5 year appointment basis with pre-determined premiums and excess levels. Our renewal negotiations were always concluded 2 months prior to renewal date.
- We persuaded NIG that no leasehold claim could be denied on the grounds of late notification when the damage was caused by subsidence.
- We have supported all 3 organisations on multiple occasions where necessary to challenge NIG on various claims positions and settlement decisions. Without our involvement we are confident the outcome wouldn't have been as advantageous for the leaseholder.

Catastrophe Losses

Our claims team have developed a market leading broking response to catastrophes, surges and major losses. We hold a specific plan in anticipation of these types of events to enable us to provide rapid assistance to our clients, ensuring risk mitigation measures are put into place quickly. We also work closely with insurers to make sure loss adjusters are appointed quickly and effectively and funds are released as soon as possible.

We are all aware that these types of losses have the potential to cause reputational damage to our clients so we have made sure that insurers understand the importance of swift action. We can also assist with PR where the media is involved.

Management Information

Regular claims analysis will be provided as explained 9.3, however in addition we will also provide

- A quarterly overview on large losses
- Quarterly analysis reports
- Annual detailed analysis of all claims. These reports look at a rolling 5 year claims period to identify any trends and any glaring patterns. We will then discuss any risk improvement suggestions that we may identify.
- Benchmarking analysis in respect of claims performance and how you compare with your peers.

Risk management advice

We recommend enhancing the leaseholders' awareness of what to do in the event of an escape of water such as:

- The contact information for the insurance cover
- The excess information for the insurer
- The options for repair in and out of hours
- Guidance on how to isolate the water leak and/or shut down the mains
- Contact details for reputable plumbers and/or your own services
- Guidance on ventilation/drying and the need for action/insurer involvement to prevent damp and mould

We will provide tailored risk management advice that can be uploaded onto your website and easily accessible for your leaseholders and staff.

Other Risk management services

We will provide training to any ILC Member on the policy cover and claims process.

We will attend leasehold forums to provide advice on policy cover, premium benchmarking data and provide a question and answer session.

Access for ILC Members to our risk management portal, which contains a wealth of data and policy templates which will assist with areas such as Health & Safety.

Online access for ILC Members to our Housing Hub, where you can view, download and print any documentation.

We hold annual seminars on hot topics, such as Crime, Cyber and Fire Prevention which ILC are welcome to attend. We will also provide you with regular bulletins for example fire safety, water loss prevention and how to manage communal areas.

Any variations not declared within the above boxes will not be accepted at a later date.

Please confirm that you have included policy wordings and contract certain quotations as a separate Appendix:

Yes No

Please note this Lot will be awarded per borough. Please confirm if you are able to write this Lot in isolation Please confirm your bid and pricing for this Lot is not dependant or linked to any other Lot

Yes No

Stage 4: Price

Set out at Appendix 1 Pricing Matrix. Tenderers are required to complete the pricing matrix in full. Note Lot 7 has a separate pricing sheet. All prices and rates must be stated exclusive of Insurance Premium Tax and Value Added Tax and should be expressed in pounds sterling.

Aon are the appointed Broker and ISB should be included in quotations in accordance with standard market practice.

As mentioned in the Instructions to Tenderers document ILC will not accept bids for one Lot that are subject to the Tenderers winning any other Lot and will not have any regard to discounts for packaging Lots together. Thus Tenderers are urged to propose the best price per Lot.

Claims handling charges should be included within your premium.

Lot 2 Commercial Property and Lot 7 LRTB will be awarded per borough.

Appendix 1 – Pricing Matrix DN 617922

Please see the attached two Pricing Matrix documents. There is a pricing matrix for Lots 1 to 6 and a separate pricing matrix for Lot 7.

Appendix 2 – Form of Tender

To: The London Borough of Croydon
Town Hall
Katharine Street
Croydon CR9 1XY

The Contract for Insurance Services

FORM OF TENDER DN 617922

**To: The Mayor and Burgesses of the London Borough of Croydon
acting as lead Council for the Insurance London Consortium**

We acknowledge that the expressions used in this Form of Tender shall have the meanings ascribed to them as set out in the Conditions of Contract, unless the context requires otherwise.

Having examined the Conditions, Specification, and all other documents contained or referred to in the Tender Documents we offer to provide the Services in conformity with the Conditions, Specification, and all other such documents throughout the Contract Period, at the price set out in the Tender Response Document.

We undertake to provide the Services throughout the Contract Period and to facilitate the handover of the Services at the end of the Contract Period.

We shall also be insured by a policy or policies covering all liability referred to in this Contract Document which shall include a minimum indemnity for any one incident of

£10,000,000 per building, aside from buildings declared in excess of this value as part of the tender. Which will be covered up to the rebuild value specified.

£5,000,000 for each Property Owners Liability claim.

Tender Price

In respect of the Services set out in the Specification we tender the prices as set out in the Tender Response Document – **Appendix 1 Pricing Matrix LRTB].**

We understand that the successful Tenderer will be required to execute a formal agreement.

We confirm that our bid includes any liability under the TUPE Regulations (to the extent that they apply).

We understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Name of Firm or Company tendering: Arthur J. Gallagher Insurance Brokers Ltd

Signature:



Designation: Business Development Manager

Address:

Duly Authorised to sign on behalf of the above

27-30 Railway Street

Chelmsford

CM1 1QS

Signature:



(MANAGING DIRECTOR)

Appendix 3 – Anti-Collusion Certificate DN 617922

To: **The Mayor and Burgesses of the London Borough of Croydon
acting as lead Council for the Insurance London Consortium**

The Contract for Insurance Services

ANTI-COLLUSION CERTIFICATE

We hereby certify that these is a bona fide tender submission, intended to be competitive, and that we have not fixed or adjusted the amount of the tender submission or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other tenderer. We have not:

1. Entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender are made; or
2. Informed any other person, other than the person calling for these tender, of the amount or the approximate amount of the tender, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain quotations necessary for the preparation of the tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the tender; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival tender for the Contract; or
4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to pay or give 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 the Services any act or omission; or
6. Canvassed any other persons referred to in paragraph 1 above in connection with the Contract; or
7. Contacted any officer of the Council about any aspect of the Contract other than permitted as part of the procurement exercise for the purposes of, including (but without limitation), discussing the possible transfer to the employment of the tenderer of such officer or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the tender nor (in the event of our tender being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and the Council.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signed:



Signed:



For and on behalf
of

Arthur J. Gallagher
Insurance Brokers Ltd

For and on behalf
of:

Arthur J. Gallagher
Insurance Brokers Ltd

Dated

18/11/2022

Dated:

18/11/2022

Appendix 4 – Confidentiality Undertaking DN 617922

**To: The Mayor and Burgesses of the London Borough of Croydon (“the Council”)
acting as lead Council for the Insurance London Consortium**

From: [Arthur J. Gallagher Insurance Brokers Ltd] of (Registered Number [SC108909]) [Spectrum Building, 7th Floor, 55 Blythswood Street, Glasgow G2 7AT] (“Tenderer”)

The Contract for Insurance Services (“the Project”)

WHEREAS:

- A. The Council is conducting a major tendering process for the procurement of the Project.
- B. The Council intends to circulate certain documents and information relating to the Project (“the Tender Documents”) to the tenderer.
- C. The Tender Documents contain certain confidential information to which the tenderer may have access, (“the Confidential Information”), which is more particularly described in the Schedule hereto and includes all other documents made available now and in the future to the tenderer and identified as confidential.
- D. The Councils gives to the tenderer the Confidential Information in order for the tenderer to submit a tender subject to this undertaking.
 1. We, the tenderer, undertake to the Councils in consideration of the sum of one pound sterling (£1) (the receipt of which is hereby acknowledged) that:
 - a) We will hold the Confidential Information in the strictest confidence;
 - b) We will use the Confidential Information only for the purpose of preparing a tender for the project;
 - c) We will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to prepare the tender;
 - d) In relation to those third parties or employees who are given access to this Confidential Information, We will ensure that they keep the Confidential Information confidential and are bound by personal undertaking to the Council in the same terms;
 - e) We will not copy or reproduce the Confidential Information in any way; and
 - f) We will not directly or indirectly use the Confidential Information for any reason or divulge it without the Council’s prior written consent to any person, firm, company or other organisation save where we can show that the Confidential Information, (or the relevant part thereof), has already come into the public domain or we are required to disclose the Confidential Information, (or relevant part thereof), by law.

2. We agree that any breach of this undertaking by us or any third party or employee to whom We release Confidential Information may result in legal proceedings being commenced against me, including a claim for the recovery of any losses or damages incurred by the Councils as a result of that breach. We shall in this respect be liable for and shall fully indemnify and keep indemnified the Councils against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this undertaking, however arising, by us or any third party or employee to whom We release Confidential Information.
3. We agree that this undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Signature:



Printed Name:

LUKE DUPUY

Name of Company:

ARTHUR J. GALLAGHER INSURANCE BROKERS LTD

Registered Office Address:

Spectrum Building

7th Floor, 55 Blythswood Street,

Glasgow G2 7AT

Dated:

18/11/2022

Schedule to the Confidentiality Undertaking

Confidential Information shall include but not be limited to:-

1. The documents for the Contract including without limitation the Instructions for Tender and appendices, the Contract and its Schedules, the Specification, any amendments or revisions to the tender documents, the Workforce Information, and all other documentation issued by the Council relating to the bid process ("the Tender Documents").

2. Details of any discussions with the Councils, its officers or advisers in connection with the Tender Documents and any information that may be obtained by us through observation at meetings, conferences, presentations and demonstrations or as the Council, its officers or advisers may provide to us whether orally or in writing, electronically, physical or visual form regarding the bid process or the clarifications or proposals for the Contract.

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Aon UK Limited
The Aon Centre
The Leadenhall Building
122 Leadenhall Street
London
EC3V 4AN

t +44 (0) 207 623 5500

f +44 (0) 207 621 1511

www.aon.co.uk

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