

Invitation to Tender

Tender Reference: External Auditors

PLEASE READ THIS ENTIRE DOCUMENT BEFORE COMPLETING YOUR ITT RESPONSE.

WHERE A RESPONSE IS REQUIRED, ENSURE YOU READ THE QUESTION FULLY AND PROVIDE ALL THE INFORMATION REQUESTED. RESPONSES WHICH DO NOT ANSWER THE QUESTION OR WHICH FAIL TO INCLUDE ALL THE NECESSARY INFORMATION WILL BE MARKED DOWN IN THE EVALUATION.

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Part A

1 INTRODUCTION

1.1. Invitation to Tender

1.1.1 This Invitation to Tender ("ITT") has been issued by Castles and Coasts Housing Association (CCHA). This is a competitive procurement using the Open Procedure, in accordance with Regulation 27 of the Public Contracts Regulations 2015.

1.1.2 This document details the specification and the pricing requirements for the External Auditors (Appendix A and Appendix 1)

1.1.3 The tender responses will be scored and a single entity will be appointed to carry out all of the services detailed in the specification.

1.1.4 CCHA requires the successful tenderer to be able to provide all services at all locations as detailed within the documentation.

1.1.5 The standard terms and conditions for services are attached.

1.1.6 CCHA requires the successful tenderer(s) to be able to provide External Audit and Tax Corporation Services as detailed within the documentation.

1.2. Table of definitions

The following definitions will apply throughout this document:

DEFINITIONS	
Authority	means the Castles and Coasts Housing Association
CCHA	means Castles and Coasts Housing Association
Procontract	means www.procontract.due-north.com the e-tendering portal.
Contract	means the agreement between CCHA and the successful service provider or service provider for the execution of the services subject of this procurement, including all documents to which reference may properly be made in order to ascertain the rights and obligations of all the parties involved
Invitation to Tender (ITT)	means this document, issued to Economic Operators which details the specification and will be the basis for submitting price and qualitative information for evaluation.
Premises	means the premises to which goods are to be delivered and from where the Service is to be provided as described in the Contract

Service	means any action by the organisation required by the Contract
Service provider's	means the organisation entering into an agreement to supply goods or services under any contract resulting from this tender process.
Tenderer	means the Economic Operator or organisation responding to this Invitation to Tender
You / Your	see "Tenderer"

1.3. Procurement Timetable

CCHA reserves the right to alter the timings of any of the evaluation stages or to withdraw the invitations to tender and/or any evaluation stages at any time. The below timetable is subject to variation by CCHA acting in its absolute discretion.

KEY TENDER MILESTONES	ANTICIPATED DATE
Publication of ITT	09/04/21
Deadline for receipt of ITT clarification requests (17:00)	21/04/21
Deadline for issuing ITT clarifications to bidders (17:00)	26/04/21
Deadline for submission of completed ITT (17:00)	05/05/21
Clarifications and ITT evaluation end date	31/05/21
Confirmed Contract Award Letter Issued (subject to CCHA Board approvals)	31/07/21
Contract Start Date	01/10/21

1.1.1.1PART B – CONTRACT INFORMATION**2 INSTRUCTIONS TO TENDERERS****2.1 General Instructions**

- 2.1.1 CCHA is prepared to receive tenders as detailed on the attached Schedule in accordance with the enclosed Terms and Conditions. Tenderers must confirm their acceptance of these Terms and Conditions. Tenders that do not comply with these Conditions may not be considered.
- 2.1.2 Documents are available to suppliers until 26th April 2021
- 2.1.3 You must check the tender documents carefully and ensure that none of the sections or documents listed in the Table of Contents on Page 2 / 3 are missing or duplicated. If you discover or suspect any anomalies please notify us immediately.
- 2.1.4 Evaluations will be based around the most economically advantageous tender to CCHA balancing quality with price. The award criteria for this ITT are detailed in Section 4 (Tender Award Criteria).
- 2.1.5 CCHA does not bind itself to accept the lowest or any tender.
- 2.1.6 CCHA reserves the right to accept tenders for either all or none of the scheduled services listed.
- 2.1.7 CCHA will not be responsible for, or pay for, expenses or losses which may be incurred by any tenderer in the preparation of their tender.
- 2.1.8 Your tender response must remain open for acceptance by CCHA for a period of 13 weeks from the Tender Response Deadline. A tender response not valid for this period may be rejected.
- 2.1.9 The Tenderer must quote firm prices for the period of the services to be completed.
- 2.1.10 The tender has a single lot which covers all locations. Service provision is of paramount importance and you should not bid unless you can offer coverage for all locations within the stated contract period.
- 2.1.11 All completed documents must be received no later than the date stated on the Proactis Portal and on Page 4 of this document.
- 2.1.12 CCHA may request post tender clarifications.
- 2.1.13 The issue of this ITT to Tenderers does not imply any representation by CCHA as to the financial stability, technical competence, or ability in any way to carry out the Service by the Tenderer.
- 2.1.14 CCHA reserves the right to alter the timings of any of the evaluation stages or withdraw the invitation to tender and any of the evaluation stages at any time.

2.2 Communication and Enquiries

- 2.2.1 This tender process is being conducted through the Proactis ProContract e-tendering portal. In the interests of fairness, accountability and auditability, all communication regarding this tender must be made through the 'Discussion' facility of the portal. No other methods of communication will receive a response.
- 2.2.2 Tenderers are entitled to seek clarification on any matters relating to this Invitation to Tender. Any requests for clarification must be received by 16 April 2021
- 2.2.3 In responding to clarification requests, CCHA will distribute a copy of both the enquiry and the written reply to all Tenderers, with the anonymity of the enquiring party preserved. Should a Tenderer request for an enquiry not to be distributed, then CCHA reserves the right to send the enquiry back to the Tenderer unanswered.
- 2.2.4 When submitting a request for clarification, please do not include any details which will identify the Tenderer within the box containing your question/query. The information in this box may be seen by all interested suppliers.

2.3 Checklist of Submission Documents

- 2.3.1 The list of all tender submission documents, which will constitute the tenderer's offer in respect of this contract, can be found in the General Information section on the Proactis Portal.
- 2.3.2 Tenderers are expected to return the documents fully completed and duly signed. Failure to return these documents will invalidate the tender.

2.4 Instructions for Questionnaire & ITT Completion and submission

- 2.4.1 Questions should be answered in English.
- 2.4.2 Tenderers should answer all questions as accurately and concisely as possible. For clarity, all sections which require a response have been highlighted in yellow. Where a question is not relevant to the responder's organisation, this should be indicated, with an explanation.
- 2.4.3 CCHA reserves the right to reject as ineligible any incomplete submissions, submissions that do not include the required documents or submissions which are guilty of serious misrepresentation in supplying any information requested.
- 2.4.4 Please ensure that your response is well-presented and is in an easy to read format. Responses can be supported by any relevant illustrations, maps or charts but do not include general marketing or promotional material, unless expressly requested to do so. The overall quality and credibility of the responses will be scored and used as part of the evaluation process.

- 2.4.5 The format of the tender documents must not be altered. Where possible you should type your response directly into the spaces provided in the Tender Document, which can be expanded as required. Where this is not possible, a single additional file will be accepted. Please cross reference your responses so that it is clear where the response can be found.
- 2.4.6 Where possible, all support documents should be embedded into the tender document, at the relevant question or section, rather than being attached as a separate document(s). This will benefit tenderers by reducing the time to upload their submission, and it also greatly assists the Evaluation Team in identifying the response to each specific area. Where this is not possible, supporting information should be presented in the same order and should cross reference your responses so that it is clear where the response can be found.
- 2.4.7 Completed Tender Documents must be uploaded as a Word Document. Where individual sections are to be submitted in an alternative format (i.e. as an Excel spreadsheet), this will be clearly stated in the appropriate section of the Tender Document. CCHA reserves the right to disqualify a tender if it has not been submitted in the format requested.
- 2.4.8 The tender must only be returned by uploading the completed tender document and all relevant supporting documents **ensure that all documents are added to 1 file which can then be zipped and uploaded** to the Proactis e-tendering system at www.procontract.due-north.com. The Standard Selection Questionnaire on the ProContract Portal **MUST** be completed and the Contact Details and Declaration form signed and uploaded, failure to do so will result in the suppliers bid being rejected.
- 2.4.9 All documents must be uploaded and the tender response submitted in sufficient time for it to reach the server prior to the closing time/date stated. The server automatically time / date stamps all tender submissions.
- 2.4.10 It can take up to two working days for the Proactis Technical Team to respond to any technical enquires. CCHA will not be liable for any difficulties encountered uploading documents and the closing date and time will be strictly adhered too.

3 SPECIFICATION**3.1 General Specification Requirements****3.1.1 Insurances**

The chosen Service Provider will provide CCHA with details of all relevant insurance policies and copies of any cover-notes relating to the insurances.

The chosen Service provider's must hold the following insurances at all times:

- Public Liability - £20 million
- Employers Liability - £20 million
- Professional Indemnity/Product Liability - £5 million

Copies of these insurance documents must be submitted with your bid.

3.1.2 Business Continuity

The chosen Service Provider will have in place a detailed, robust, Business Continuity Plan to ensure continuity of service for all services provided as a result of contract award.

3.1.3 Equality and Diversity

The chosen Service Provider, will be required to have developed policies on equality and diversity in relation to employment and service delivery. The chosen Service Provider are expected not to discriminate because of age, disability, gender, sexuality, race, colour, ethnic origin or religion and must comply with all statutory obligations.

The chosen Service Provider, working for and on behalf of a CCHA Member organisation will need to demonstrate their compliance with all current legislation relating to equalities, the Equality Act 2010, including any subsequent amendments or forthcoming regulations applicable throughout the contract term.

3.1.4 Modern Slavery Act 2015

means CCHA's anti-slavery and human trafficking policy as updated by CCHA and notified to the Service Provider from time to time;

Modern slavery

3.1.5 The Service Provider undertakes, warrants and represents that:**3.1.6 neither the Consultant nor any of its officers, employees, agents or subcontractors has:**

- (a) committed an offence under the Modern Slavery Act 2015 (a MSA Offence); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

3.1.7 it shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy

3.1.8 its responses to the CCHA's modern slavery and human trafficking due diligence questionnaire are complete and accurate; and

3.1.9 it shall notify CCHA immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of the Supplier's obligations under Clause 5.

3.1.10 Data (including Protection, Provision of and Handover)

Where the chosen Service provider's receives any personal data (as defined by the Data Protection Act 2018) from CCHA, it shall ensure that it fully complies with the provisions of the Act and only deals with the data to fulfil its obligations under the contract.

In fulfilment of its obligations under the Act, the chosen Service provider's shall have such systems in place to ensure:

- Full compliance with the Act
- In particular, compliance with the Seventh Data Protection Principle which deals with the security of personal data.
- The reliability of its employees who may be involved in processing the personal data.

The chosen Service provider shall take all reasonable steps to ensure that all its partners and agents comply with this clause where they are processing any personal data on behalf of the CCHA Member organisation.

The CCHA Member organisation shall allow the chosen Service Provider reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.

The chosen Service Provider will be required to maintain all data throughout, relevant to the contract in a robust manner. This data and information will be handed over to CCHA at any time throughout the contract at their request and especially at the end of the contract. Data should be provided in the format specified by the Member and in a timely manner.

3.1.11 Sub-Contracting

Sub-contracting is not allowed under the terms of this contract.

3.1.12 Performance Management & Confidentiality

The chosen service provider's performance will be monitored throughout the contract and may influence the award of future work with CCHA.

Should the chosen service provider not comply with the requirements outlined within this specification and the contract, CCHA may, at their discretion order services from another service provider. In this event the service provider may be instructed to discontinue the

performance against the contract. No further payments will be made and the work will be undertaken by a replacement service provider.

CCHA reserves the right to charge the chosen service provider guilty of non-compliance with the specification for any additional costs it incurs in having to arrange for another service provider to carry out the work.

CCHA will continuously review and monitor the performance of the contract to ensure that they are receiving a high quality and consistent level of service.

3.1.13 Performance Monitoring

CCHA will continuously review and monitor the performance of the contract to ensure that CCHA are receiving the highest quality and consistent level of service.

3.1.14 Contract Monitoring

The chosen service provider shall provide and maintain a system that facilitates quick and responsive communications with CCHA. The chosen service provider shall communicate and liaise regularly with CCHA, such liaison will include, but is not limited to; discussions over service requirement, delivery performance and other issues as required.

3.2 Scope of Works

See attached (Appendix A) Tender Documentation Package

4 TENDER AWARD CRITERIA

4.1 The tender will be evaluated in two sections as follows:

Section 1 – Price Appendix 1 to be filled in for cost evaluation

Section 2 – Quality Assessment Appendix A to be filled in for quality evaluation

4.2 The contract will be awarded to the most economically advantageous tender based on ‘price’ and ‘quality’ elements. The relative weighting of each element in the evaluation will be as follows:

Element	Criteria	Weighting
Price	Price	25%
Quality	Quality/Scenario Questions	75%

4.3 Quality Questions

4.3.1 The ‘quality’ element is your responses to the Quality Questions – Appendix A.

4.3.2 The quality responses will be scored in accordance with the evaluation criteria in Appendix A

Question Number	Scenario	Marks Available	% Weighting
1	Planning	10	10
2	Audit Coverage	10	10
3	Reporting	10	10
4	Resourcing and Management	10	10
5	Performance	15	15
6	Sector Experience	5	5
7	Added Value	15	15
Total		75	75

4.4 Price

4.4.1 The 'price' element is your response to Section 13.

4.4.2 It should be noted that whilst CCHA is seeking highly competitive tenders offering exceptional value for money, consideration will be given within the assessment of the tenders to the ability of suppliers to perform the required duties to the correct standards within the costs provided.

4.5 Shortlist and Interviews

4.5.1 CCHA may or may not introduce a shortlist stage to determine the final Service Provider. If a shortlist stage is utilised CCHA reserve the right to invite a suitable number of Service Providers to attend their offices to provide a verbal overview of their submission and to be questioned upon their proposed service delivery.

4.6 References

4.6.1 Appointment of a Supplier will be subject to satisfactory references from referees nominated at the tender stage. Failure to provide a reference or receipt of an unsatisfactory reference will mean that the tender will be excluded

4.6.2 If CCHA is unable to source the required reference from any of the identified contacts, the Tenderer will be asked to provide details of a suitable alternative referee.

4.6.3 The onus is on the Tenderer to ensure that nominated referees are willing and able to provide the information requested by CCHA as a reference, and CCHA reserves the right to reject as ineligible any Supplier for which CCHA is unable to source suitable references.

4.6.4 Should information provided in a Tenderer's submission prove to be inaccurate, CCHA reserves the right to adjust the score achieved in the evaluation and/or eliminate the Tenderer.

4.7 Scorer Designation

Tender responses will be scored by the following designations within CCHA

Section or Department	Section Scored
CCHA	Price
CCHA	Quality

5 SUSTAINABLE PROCUREMENT POLICY

- 5.1 CCHA accepts that as a major employer and provider of services, it can have a significant impact on the economic, social and environmental wellbeing of communities. In recognition of this responsibility, CCHA will strive towards achieving a more sustainable future by minimising any adverse economic, social or environmental impact where operational commitments and resources allow.
- 5.2 It is an accepted principle by CCHA that 'Best Value' should always be sought. In sustainable procurement terms this may mean the acceptance that more sustainable products and services may not always be the cheapest in the short term. However, whilst delivering best value in sustainable terms the selection of such products will help to drive the market forward, and will eventually lead to long term financial gain.
- 5.3 CCHA aims to promote good standards of commercial practice by pursuing an environment procurement policy committed to the following:
- complying with all environmental legislative and regulatory requirements when procuring goods, services and works;
 - reducing the impact of procurement by considering alternatives to acquiring the resource by, for example, reducing the rate of consumption of consumables and reusing, repairing or modifying existing equipment;
 - promoting environmental awareness among our suppliers and Service Providers and to encourage them to offer us environmentally preferable products and services at competitive prices;
 - specifying and procuring environmentally preferable products favouring:
 - those made from sustainable, renewable, reused or recycled materials, which help to conserve resources and minimise waste.
 - those that can be reused, recycled, or disposed of in an environmentally secure way, encouraging suppliers to ultimately accept greater responsibility for disposal.
 - those that help to conserve energy, water, paper and other resources through-out the whole life of the product.
 - specifying and procuring environmentally preferable services favouring those which offer an innovative approach to the management of their environmental impacts such as take back of products or packaging, choice of sustainable materials or carbon neutral activities.
 - Integrating the environment into our buying decisions including:

- taking account of environmental costs and benefits which are relevant to the business, assessing whole life costs;
- evaluating the environmental performance of suppliers in providing products and services, including any relevant manufacturing processes.
- supporting environmental labelling schemes by buying products bearing such labels in preference to others, where they are available and provide value for money, taking into account whole life costs and benefits; and
- raising and promoting awareness throughout the police service to the environmental issues that affect procurement to help engender a culture, which is supportive of the aims of this policy

6 SOCIAL VALUE

- 6.1 CCHA is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a contract.
- 6.2 CCHA aims to build resilient communities, reduce demand for public services, lower environmental impacts and secure improvements in social capital, such as citizenship, neighbourliness, social networks and civic participation associated with general positive effects across the life course.

Build Resilient Communities

- Promote active citizenship
- Provide health, wellbeing and support packages and work towards paying a living wage
- Build capacity and support for the Third Sector

Reduce Demand on Public Services

- Support local business and spend money locally
- Create jobs, apprenticeships and training opportunities
- Reduce Inequality and raise living standards

Lower Environmental Impacts

- Reduce waste and protect natural resources
- Reduce energy consumption and CO2 emissions in buildings and vehicles
- Protect and enhance green space, bio diversity and local food supply

7 CONFIDENTIALITY AND INFORMATION HANDLING

- 7.1 For a period of six years following the date of disclosure, Service Providers will keep confidential and will not disclose to any other person, firm or company any information disclosed by CCHA and shall not itself make any use of such information for any purpose other than internal recording by information technology and the checking and evaluation of documents except to the extent to which the Service Provider:
- a) can show that such information is publicly available through no fault of the Service Provider;
 - b) can show that such information was in its possession prior to the date of disclosure;
 - c) may subsequently receive such information from any third party without restriction as to disclosure;
 - d) is authorised by any subsequent written agreement between the parties hereto;
 - e) is constrained by the provision of any statutory enactment, including but not limited to the Freedom of Information Act 2000.
- 7.2 Nothing in Clause 10.1 shall be deemed to confer, or to imply, agreement to grant rights under copyright, patents or similar rights owned by either party.
- 7.3 If the Tenderer wishes to divulge any confidential information to a third party for the purpose of preparing its tender, such as an adviser, consultant, sub-contractor or other party, the Tenderer must make the party receiving the information aware of the obligations under this section 10 and obtain undertakings from such party in terms no less onerous than this section 10.
- 7.4 The Service Provider:
- a) agrees to use the same care in protecting the confidential information of the other as is used by the Service Provider in protecting its own confidential information;
 - b) agrees to disclose the information provided by the other hereunder to its employees and/or third parties acting as its agents only on a need to know basis;
 - c) warrants that such employees, and/or third parties acting as its agents, who receive confidential information of the other are under written obligation to it, to hold such information in confidence and to use it only for the purposes agreed herein;
 - d) shall comply with its obligations under the Data Protection Act 2018 that arise in connection with the Contract.
- 7.5 The purpose of disclosing the information is to enable the Service Provider to perform their obligations under the Contract. A written request from either party to return the said information must be complied with within thirty days of the date of the first request.
- 7.6 Notwithstanding clauses 10.1 to 10.4 above, any information requested under the Freedom of Information Act 2000 may be disclosed at the discretion of CCHA.
- 7.7 If and when directed by CCHA, the Service Provider shall secure that any person employed or engaged by the Service Provider or by a Sub-Contractor, who is specified in the direction or is one of a class of persons who may be so specified, shall sign a statement that he understands that the Official Secrets Acts 1911 to 1989 apply to him both during the term of and after the expiry or termination of the Contract.

8 DATA PROTECTION

- 8.1 The Service Provider must have measures in place to ensure compliance with all aspects of the Data Protection Act 2018 and those of the GDPR 2018 requirements.
- 8.2 In order to comply with The Data Protection Act 2018 and GDPR 2018 regulations, the Service Provider must have in place and provide evidence of sufficient guarantees, regarding appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- 8.3 The Service Provider must also provide the above guarantees in respect of processing non-personal data which is owned by or relates to CCHA which is processed electronically or manually, to include information relating to its communication systems and any analysis.
- 8.4 These measures apply during the development, implementation and the support and maintenance stages as defined within the Contract.
- 8.5 These guarantees must include at least:
- an adequate and implemented Information Security Policy to ensure sufficient data security
 - sufficient awareness training to ensure Data Protection and Information Security compliance.
 - adequate Staff recruitment procedures to include security screening to the agreed level.
 - sufficient disciplinary procedures must be in place to guarantee organisational security measures
 - adequate access controls.
 - the Service Provider must be able to provide adequate evidence of audit trails when requested.
 - the databases, worksites and building, etc. must be secure to ensure the safety of the data.
 - adequate, documented, and practised back-up, disaster recovery and business continuity measures.
 - adequate security incident procedure to include reporting structure to CCHA.
 - adequate secure deletion/destruction of data measures, relating to CCHA.

- 8.6 Where any processing of personal data is undertaken there must be a signed Data Processor Agreement in place.

8.7 **The Purpose of the Data Processing**

The Service Provider must not further process for reasons other than those agreed in the Agreement nor use an outside Service Provider without the prior authority of CCHA, except for criminal investigation and national security e.g. requests under the Regulation of Investigatory Powers Act 2000. The Service Provider must obtain the consent of CCHA before disclosing to any person or organisation any details relating to the data received, information they collect, or results they obtain from the data. The data will remain the property of CCHA at all times.

8.8 **Retention – to include manual records and electronically held data**

The Service Provider must store the data securely until its safe destruction and for no longer than the standard times set by the Contract. CCHA requires that data and files be kept for two years after the Contract has been completed.

8.9 **Risk assessment**

The method of data transfer to and from the Service Provider must be secure to ensure data cannot be lost or intercepted en route. Loss, destruction or modification of CCHA's data processed by the Service Provider will be the responsibility of the Service Provider; they should take all necessary steps to back up and safeguard the data.

9 PROCUREMENT TRANSPARENCY

- 9.1 The government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure, intended to help achieve better value for money.
- 9.2 Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract, the resulting contract between the supplier and public sector will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law. Further information can be found at <http://www.w3.org/DesignIssues/GovData.html>

10 GIFTS, DISCOUNTS AND HOSPITALITY

- 10.1 Tenderers, Suppliers, Potential Suppliers, Contractors and other providers of services to CCHA should be aware that policy exists in relation to gifts, discounts and hospitality to which all officers and staff within CCHA Housing Association are bound and they should therefore not offer any gift, discount or hospitality that the receipt of such would be a potential breach of that policy. Extracts of that policy are produced in Section 13.2 below.
- 10.2 **Guiding Principles**
- 10.2.1 CCHA's staff should not ordinarily accept any offer of a gift, discount or hospitality; but some minor gifts or hospitality may be acceptable when received in the course of regular business.
- 10.2.2 CCHA's staff, should apply the following **GIFT** principles when offered a gift, discount or hospitality:
- G**enuine – Is this offer made for reasons of genuine appreciation for something I have done, without any encouragement from me?
 - I**ndependent – If I accept it, would a reasonable bystander be confident that I could be independent in doing my job?
 - F**ree – Could I always feel free of any obligation to do something in return for the donor?
 - T**ransparent – Would I be comfortable if the gift was transparent to my organisation, its clients and to the public?
- This means that an offer, which is solicited, disproportionate to the service provided or creates an expectation or perception that a favour is owed should be refused.
- 10.3 **Specific Procedures related to Suppliers and Potential Suppliers**
- 10.3.1 This section relates to all suppliers and potential suppliers of goods and services and commercial users and potential users of CCHA's services. It includes any person or business that is or is likely to engage in any tender process or any other negotiations regarding the provision of goods and services to or from CCHA.
- 10.3.2 No member of the staff of CCHA or staff of its associated partners must knowingly accept any type of hospitality from any person that is referred to in Paragraph 14.1. If hospitality is offered by a supplier/user during this period in such a way that by making an offer, it is the supplier's/user's intention to subvert the proper course of the tendering or procurement procedure, then the employee approached must immediately report this matter to his Director.
- 10.3.3** Where staff or officers attend meetings with potential Service Providers over lunch or dinner they should where practicable pay for their own meal and drinks and then claim the cost back from CCHA using normal expenses procedures. Where such is not practicable then written report shall be made to the Director who will decide whether there is a need to reimburse the potential Service Provider. Staff should always refuse hospitality if it is lavish, beyond what is the industry norm, common courtesy or reasonableness. The Gifts, Discounts and Hospitality Register will also be endorsed.

10.3.4 Staff should not accept gifts if the offer is made by a company tendering for work with CCHA or an existing external Service Provider, although inexpensive promotional products such as pens and diaries marked in the donors' name are usually acceptable. Gifts should be reported and returned to the supplier with a courteous and firm explanation of the procedures and standards operating within CCHA's Contract. Suppliers who persist should be made aware that CCHA will cease to deal with them and that under CCHA's regulations existing contracts can be cancelled.

10.4 Effect of policy on Suppliers, Potential Suppliers, Contractors and Other Users.

10.4.1 All suppliers and potential suppliers of goods and services to CCHA, contractors and other users must not offer, promise or give a financial or other advantage to any employee or representative of CCHA or commit an offence under the Bribery Act 2010. Where it can be shown that such a person has offered a gift, hospitality or any other reward to a member of the staff of CCHA, the receipt of which by that member of staff would result in a potential breach of the CCHA policy then that person may be at risk of the following action being taken against them:

- A criminal investigation; and/or
- Disqualification from any tender process; and/or
- Cancellation of any contract or other similar agreement with an entitlement to recover from that person the amount of any loss resulting from such cancellation.

PART C – FOR COMPLETION BY TENDERERS**11 FORM OF TENDER****11.1 Sir/Madam**

I/We have reviewed all documents contained within the invitation to tender documents within them:

- 11.1.1 I/We agree that the aforementioned documents together with our submission documents and our acceptance will form part of the tender and any contract agreement.
- 11.1.2 And, if so required, to provide satisfactory sureties for the due performance of the same.
- 11.1.3 I/We understand that CCHA is not bound to accept the lowest or any tender that may be received.
- 11.1.4 I/We do certify that this is a bona fide tender and that I/we have not fixed or adjusted the amount of the tender by or in accordance with any agreements with any other person(s).
- 11.1.5 I/We agree to comply with the Confidentiality and Non Disclosure Agreement.
- 11.1.6 I/We agree to comply with the Freedom of Information Act 2000 and agree that if successful the final contract will be published without redaction and all documents submitted during the tendering process.
- 11.1.7 I/We agree to comply with the Government's instructions' on Data Transparency and agree that if successful CCHA will publish a month on month spend profile for this contract.
- 11.1.8 I/We agree to comply with the Bribery Act 2010 and confirm we have no convictions or ongoing investigations.
- 11.1.9 I/We agree to comply with the Data Protection Act 2018.
- 11.1.10 I/We agree that this tender shall be open for acceptance for a period of 2 months from the last date quoted for submission of tenders.
- 11.1.11 I/We are satisfied with the level of information provided within this tender document.
- 11.1.12 I/We have not corrupted/amended any text whatsoever in this tender document.
- 11.1.13 Any agreement entered into with CCHA is subject to the overriding presumption that the terms and conditions herein will prevail and that any conflicting terms in subsequent documents will have no legal effect.

- 11.1.14 I/We also understand that it is a criminal offence, punishable by imprisonment or fine, to give or offer any gift or consideration whatsoever as to inducement or reward to any servant of a public body and that any such action will empower CCHA to cancel any contract currently in force and may result in my/our exclusion from any future tender opportunities.
- 11.1.15 I/We declare that there are no known conflicts of interest or reportable integrity issues between CCHA or CCHA with our company or any of its employees.

I/we agree that:

11.2 CCHA's Tender documents, the submission and acceptance of tenders

- 11.2.1 The submission of a tender for the supply and delivery of any Item set out in the Tender Schedule and/or Specifications shall be made only in accordance with the Tender Documents and CCHA shall not be bound by any variation, addition to or waiver of any condition contained in the Tender Documents except as shall have been specifically agreed between CCHA and the Service Provider in writing and signed on behalf of CCHA by an Authorised Representative.
- 11.2.2 Any clauses in the Service Provider's own Conditions of Sale or Contract or any supplementary Condition or letter which are at variance with CCHA's Tender Documents shall be overridden by the Tender Documents unless specifically agreed to in writing in accordance with Paragraph 17.2.1 above.
- 11.2.3 Tenders will only be accepted if submitted on the Form of Tender herewith.
- 11.2.4 The Form of Tender must be signed:
- (i) In the case of a Partnership by a person duly authorised to sign and bind the Tenderer or, if no person has such authority, by all Partners;
 - (ii) In the case of a limited company and in any other case by a person duly authorised to sign and bind the Tenderer:
- and all information given in the Tender Documents to be completed by the Tenderer must be given by a person duly authorised to sign and bind the Tenderer. CCHA shall be under no obligation to check that persons purporting to have authority to sign and bind any Tender have such authority and CCHA shall be entitled to assume that all Forms of Tender are properly signed and that any information given in the Tender Documents to be completed by the Tenderer is properly given and is correct.
- 11.2.5 All Tenders/Quotations must be submitted to CCHA in accordance with instructions contained in the Form of Tender.
- 11.2.6 All Tenders/Quotations will be subject to CCHA's Standing Orders and will be accepted in accordance with the said Standing Orders.
- 11.2.7 CCHA does not bind itself to accept the lowest or any Tender.

11.2.8 CCHA will consider Tenders for any or all of the Items set forth in the Tender Schedule and/or Specification and reserves the right to divide any Item for which bona fide Tenders are received between two or more Tenderers.

11.2.9 The Tender or any part thereof shall remain open for acceptance by CCHA for a period of 13 weeks from the closing date for submission of tenders.

11.3 Receipt and acceptance of tenders

11.3.1 Subject to the Standing Orders of CCHA no tender received after the time or the date stated in the Tender Documents will be considered and incomplete tenders may be rejected except where the Tenderer is tendering for only part of the business for which Tenders have been invited.

11.4 Revocation of offer/withdrawal of tenders

11.4.1 The Tenderer shall not at any time after submitting a tender cause the offer thereby made to be withdrawn or revoked.

11.4.2 In the event of any person or firm withdrawing a tender or declining to sign the contract upon being called upon to do so after his or their tender has been accepted, or if CCHA are satisfied that the Service Provider has not carried out that Contract in a satisfactory manner, the person or firm or Service Provider shall not be allowed to tender or shall be removed from the approved lists thereafter for a period of three years, or such other period as may be agreed by CCHA in individual cases.

11.5 Sufficiency of information

11.5.1 The Service Provider shall be deemed to have examined the requirements specified, any premises and these Conditions of Contract. No claim from the Service Provider for additional payment shall be allowed on the grounds of misinterpretation of any matter relating to the requirements specified in these Conditions of Contract on which the Service Provider could reasonably have satisfied itself beforehand.

11.5.2 The Service Provider shall be deemed to have satisfied himself before submitting his tender as to the accuracy and sufficiency of the rate and prices stated by him in his tender which shall (except in so far as it is otherwise provided in the Contract) cover all his obligations under the Contract and shall be deemed to have obtained for himself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect his tender.

11.6 Pricing, service charges and price variation

11.6.1 Tender Documents shall be completed exactly as indicated therein.

11.6.2 All prices quoted in the Tender must be in Sterling, unless agreed prior to the Contract award.

- 11.6.3 I/We the undersigned do hereby agree to carry out the fulfilment of the contract on being notified of the acceptance thereof, in whole or in part, in accordance with CCHA's conditions of contract and all other documents attached which have been examined and understood.
- 11.6.4 Unless a formal contract is prepared and executed this tender together with CCHA's written acceptance of, the general and special conditions of contract and the specification shall constitute a binding contract.
- 11.6.5 Should CCHA wish to vary the terms of this Contract, CCHA's delegated representative will notify the supplier in writing and provide the supplier with full written details of any such proposed change.
- 11.6.6 CCHA's representative and the supplier's representative, acting reasonably, will agree in writing to the variation and a written variation agreement is then to be signed by a representative of both parties.

Company Name	
Address	
Telephone No	
Company Registration number	
DUNS number	
VAT registration number (if applicable)	
E-Mail	
Signed	
Print Name	
Position	
Date	

As this document is being submitted electronically to the Proactis portal, the name of the Director or other senior representative should be typed in the signature block and will be accepted as their authorised signature when submitting this ITT.

12 QUALITY/SCENARIO QUESTIONS

- 12.1 Please refer to Appendix A for the Quality Questionnaire and full details of the quality / price scoring process.

13 PRICE

- 13.1 Please refer to Appendix A for the Quality Questionnaire and full details of the quality / price scoring process. Pricing should be submitted by completing Appendix 1 – Pricing Schedule

14 REFERENCES

- 14.1 Two suitable references must be submitted with this tender to demonstrate an ability to undertake the work detailed in the Scope of Works.
- 14.2 Please provide details of two contracts on Appendix A to be filled in for evaluation, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. Contracts should have been performed during the past three years.
- 14.3 The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.