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| http://www.adso.co.uk/wp-content/uploads/2015/04/getasset.jpg |  |

INVITATION TO TENDER

for the provision of the

**Handyperson Service**

**for**

Wokingham Borough Council

Date of Issue: 1st February 2018

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## Interpretation

The definitions in this section apply in this Invitation to Tender (ITT):

Agreement**:** means an agreement to be entered into on behalf of the Council and by one tenderer for the provision of all of the Services.

**Authority / Council / We / WBC:** means Wokingham Borough Council.

Evaluation Criteria**:** means the evaluation criteria set out in Section 9.

**Tenderer / Bidder / You / Your Organisation:** means the business or company which is completing this Invitation to Tender.

Services**:** means the services to be delivered to the Council in accordance with this procurement.

## Introduction

Bidders are being invited to complete this Invitation to Tender under an Open Procedure, in accordance with the Public Contracts Regulations 2015 and subject to notices placed on Contracts Finder and WBC’s own website.

Wokingham Borough Council, the Employer, is a unitary authority situated in the heart of the Royal County of Berkshire, having the powers of a non-metropolitan County and District Council combined. Located approximately 30 miles west of London, Wokingham has been voted second best place in England to live (per national survey) and is made up of 3 towns and 14 parishes, each with their own distinctive character. The vibrant market town of Wokingham, the picturesque riverside villages of Sonning and Wargrave and the rural communities of Finchampstead and Remenham contrast with the modern developments of Lower Earley and Woodley. In all, the Council serves approximately 166,000 residents in 65,000 households.

## Description of Services Required

Wokingham Borough Council are inviting tenders for the provision of the Handyperson Service.

The purpose of the service is to provide a Handyperson Service to support Older People and People with a Disability, as well as those experiencing or at risk of Domestic Abuse residing in the Wokingham District.

The Handyperson service will seek to fill the gap between major renovation and home improvement work, which would be carried out by a specialist agency, and the general help around the home. The jobs are ones which would usually be carried out by most adults around the home, but which can easily become too difficult for someone less mobile, or someone who lacks the basic skills and confidence to carry out repair work alone.

The Handyperson service is a preventative service that aims to demonstrate positive impacts on people’s health and well-being, quality of life, maintaining a sense of well-being and safety and security. The service will reduce risks to people’s independence, preventing them from having to access more expensive and less independent forms of residential accommodation/ hospitals. It also helps to support unpaid carers to maintain their caring role and will enable residents to have support with home adaptations, including those which enable independent living and the ability to live in a safe, warm environment.

The annual budget for this contract is up to £45,000

## Purpose and Scope of this ITT

This ITT:

* asks Bidders to submit their responses in accordance with the instructions set out in the remainder of this ITT;
* sets out the overall timetable and process for the procurement;
* provides Bidders with sufficient information to enable them to provide a compliant response to this ITT;
* sets out the Evaluation Criteria that will be used to evaluate tenders; and
* explains the administrative arrangements for the receipt of responses.

## Contract Term and Commencement

**5.1** Any contract issued as a result of this ITT will be held with Wokingham Borough Council and run for an initial term of 3 years, subject to satisfactory performance. The contract is expected to commence on 1st July 2018.

**5.2** The term of the Contract may be extended for 2 periods of up to 1 year; each period subject to satisfactory performance, funding availability and mutual agreement between the parties.

## Questions and Clarifications

1. Any questions and clarifications relating to this ITT must be submitted by email to the Tender Co-ordinator.
2. Public Contracts Regulations 2015 state that any additional information required by tenderers must be provided at least 6 days before the closing date for receipt of tenders. Therefore, WBC requires that any clarification questions are received, via email to the Tender Co-ordinator, no later than **12:00 on 8th March 2018.**
3. The Council will respond in writing to requests for clarification and will endeavour to answer questions as they are received during the tender period. The Council’s responses (including a description of the enquiry but without identifying the source) will be emailed to all Tenderers during the tender process.
Final response/s will be made (in accordance with 6.2) by **17:00, 15th March 2018.**

## Submission of Tenders

1. The **closing date** for receipt of Tenders is **12:00** on **22nd March 2018.**It is the responsibility of the applicant to ensure that the tender is received by the Council before the deadline, as **tenders received after this time may be rejected**. The Council may, at its own absolute discretion, extend the closing dates and time specified above without request. Any extension granted will apply to all tenderers.
2. This ITT pack must be completed electronically and **one electronic copy** (method statement answers must be completed via Microsoft Word) of the entire pack returned to WBC on DVD / USB stick. Electronic submissions alone cannot, however, be accepted. **Five hard copies** of each of the **documents listed in** **Section 8.10** must also be returned within the deadlines stated
3. Where Annexes ask for a signature and date, these must be completed in writing.
4. Tenders must be returned in a plain sealed envelope which should not bear any name or mark indicating the sender (including any mark from a franking machine).

|  |
| --- |
| Tenders must be addressed using the following form:The form should be printed **in colour**, at A5 or A4 size, and securely attached to the tender return packaging. If you utilise a courier, you must ensure that the courier does not cover this form with their own delivery information. Your tender may be rejected if the control information contained on this form is not visible. |

1. Tenderers must ensure that the packaging in which they submit their tender is robust enough to ensure the package is not torn in error as a result of handling/postage. Any tenders that arrive with Democratic Services torn or open may be disqualified.
2. Please do not submit tender bids in any way other than in line with the instructions above. Tender submissions are opened according to formal Council procedures. Failure to follow the instructions above is likely to mean that the tender submission has to be discounted.
3. Contact details for the Tender Co-ordinator are as follows:

|  |  |
| --- | --- |
| **Name of Tender Co-ordinator** | Sarah Paine  |
| **Email Address** | commissioningsupportteam@wokingham.gov.uk  |
| **Postal Address**  | Civic OfficesShute EndWokingham RG40 1BN |
| **Contact number**  | 0118 974 6000  |

## Tender Requirements

1. The Council’s requirements are specified in Schedule 1 – Service Specification.
2. A full explanation of the Council’s Evaluation Criteria is set out in Section 9 below
3. Tenders should be valid for acceptance for a period of at least **90 days** following the closing date.
4. The Council reserves the right to accept or reject any tender, and to annul the ITT process and reject all the tenders at any time, without thereby incurring any liability to the Bidders.
5. The Council will accept the tender, or tenders, most economically advantageous to the Council, which will not necessarily be the lowest priced tender.
6. Tenderers must answer all questions as accurately and concisely as possible. Where a question is not relevant to the tenderer’s organisation, this should be indicated, with an explanation as to why.
7. No appendices will be accepted unless it specifically states in the questions that an appendix can be attached.
8. The format of the response boxes/tables must not be changed and a minimum of font size 10 must be used when typing a response.
9. Where a maximum word count is stipulated for a narrative response, the word count limits must be adhered to. This is designed to allow suppliers to provide relevant details in a concise manner. Any wording over the limit, or the use of embedded documents (except where explicitly allowed in the question), will not be evaluated.
For this purpose “word” shall be given its normal meaning, i.e. as a single unit of language. Please note each word should be separated by spaces and a string of words conjoined by slashes or any other punctuation mark or similar character will not be counted as a single word (notwithstanding any automated word count facility) but will be counted as separate words.
10. Tenderers MUST include the following in their submission, in **hard copy**:

|  |  |
| --- | --- |
| Annex A | organISATION IDENTITY  |
| Annex B | EVALUATION DocuMENTS (Method statements And ALL associated DOCUMENTS) |
| Annex C | non-collusive tendering certificate, signed |
| annex D  | non-canvassing certificate, signed |
| annex E | bona-fide tender certificate, signed |
| annex F | freedom of information & transparency, signed |
| annex G | form of tender, signed |
| ANNEX H | tupe, signed |
| ANNEX I | Confidentiality certificate, signed |
| SCHEDULE 2 | STANDARD SELECTION QUESTIONAIRRE  |
| schedule 3 | COMPLETED PRICING SCHEDULE |

1. All Responses received by the Deadline will be checked for compliance with the submission requirements set out in this ITT. If a bid is not considered compliant, the Council will not be obliged to carry out any further evaluation and the Tenderer may be eliminated from the procurement. During this period, clarification on any aspect of the tender may be sought.
2. It is required that the Tenderer include a price in respect of each aspect of the Service as required by the Price Schedule. Only prices submitted on the Price Schedule will be regarded as part of the bid.
All Prices shall be stated in pounds sterling and exclusive of VAT.
3. Tenders must be completed in English language or a full English translation provided at no cost to the Council.
4. Where documents require a signature, this must be signed: -
	* + Where the Tenderer is an individual, by that individual.
		+ Where the Tenderer is a partnership, by two duly authorised partners.
		+ Where the Tenderer is a company, by two directors or by a director being duly authorised for that purpose; and

the status of the signatories within the organisation indicated.

1. No unauthorised alterations shall be made to the Form of Tender or to any other document.  If any such alteration is made or if the instructions are not complied with, the tender may be rejected.  Furthermore, any Tenderer not complying with these instructions in any particular way may be rejected by the Council, whose decision in the matter shall be final.

## Evaluation of Tenders

1. The submitted responses to the tender pack will be assessed in accordance with the requirements of The Public Contracts Regulations 2015. The Council will treat all responses in accordance with the principles of transparency, equality of treatment and non-discrimination.
2. Since this procurement has been run as an Open Procedure, all bidders are required to answer the standard SQ document from the Crown Commercial Service.
See Schedule 2 for further details.
3. Any Contract awarded as a result of this procurement will be awarded on the basis of the most economically advantageous tender, or tenders, to the Council as set out below:

|  |  |
| --- | --- |
| **Element of the Evaluation** | **Percentage Weighting** |
| A. Quality Element/s | 50 % |
| B. Price Element/s | 50 % |
| **TOTAL** | 100% |

1. **Quality evaluation**

Evaluation of the quality of tenders will consist of two phases: -

* 1. Mandatory Requirements, where responses to the compulsory questions will be evaluated. This consists of 2 elements: Schedule 2 - Standard SQ and compulsory additional questions.
	2. Any tenderer who achieves the required minimum scores for the Mandatory Requirements will then be assessed against the Evaluation Requirements. This consists of 1 element: evaluation Method Statements.
1. **Method statement evaluation**

Tenderers are required to complete Method Statements to provide detailed information demonstrating how specific elements of the service/s, as defined in the Service Specifications and Contract, will be delivered.

1. The method statements carry a maximum percentage weighting, towards the overall tender score, as shown in section above. The total score achieved, in accordance with the weightings, will be prorated to the maximum percentage weighting and applied to the overall score.
2. Tenderer’s response to each individual question will be scored (out of 10) using the following scoring matrix. The score (divided by 10) will be multiplied by the weight for the individual question (as indicated in the question) and the result will contribute, in proportion, to the overall weighting for that category.

|  |  |
| --- | --- |
| **Score** | **Rating of Response** |
| 0 | No response provided and/or substantial omissions which make the response fundamentally unacceptable and gives the Council cause for major concern.  |
| 1 | Very poor standard of response; fails to meet nearly all requirements, Insufficient information provided or response generally not supported by evidence. Gives the Council cause for a very high level of concern. |
| 2 | Poor response; fails to meet the majority of requirements, insufficient information provided and/or response is generally not supported by evidence. Gives the Council cause for a high level of concern. |
| 3 | Inadequate response; fails to meet some requirements and is generally unsatisfactory and/or has omissions and/or is not supported by evidence. Gives the Council cause for serious concern.  |
| 4 | Basic response; borderline in meeting requirements and has some satisfactory elements but is generally unsatisfactory and/or has several omissions. Gives the Council cause for concern in several areas. |
| 5 | Adequate response; generally meets requirements and is supported by a reasonable level of evidence but has a number of omissions which give the Council cause for some concerns in few areas.  |
| 6 | Competent standard of response; meets requirements and is supported by a satisfactory level of evidence although there are a few issues which give the Council cause for some minor concerns. |
| 7 | Good standard of response; meets requirements and is supported by evidence although there are a few very minor omissions and/or very minor issues which gives the Council cause for some very minor concerns. |
| 8 | Very Good standard of response; meets requirements and is supported by comprehensive evidence which gives the Council a very good level of confidence. |
| 9 | Excellent standard of response; exceeds the requirements in a number of areas and is supported by strong evidence which gives the Council a high level of confidence.  |
| 10 | Exceptional standard of response; exceeds requirements in most areas and is supported by very strong evidence which gives the Council a very high level of confidence. |

1. Evaluation of the method statements will be carried out by a panel made up of staff members from the Council with relevant experience and expertise.
2. **Price Evaluation**
	1. Tenderers must complete the Pricing Schedule at Schedule 3. The pricing element carries a maximum percentage weighting as shown in section 9.3 above.
	2. The prices submitted must be comprehensive and include all costs associated with the resources to be employed in providing the Service. This includes all costs of whatever kind associated with the employment of people, all overheads and profit and all other costs not identified as “Defined Cost” by the Contract.
	3. The “Price” score will be calculated in line with the Chartered Institute of Public Finance and Accounting (CIPFA) scoring model, according to the formula:

$$Score of Other tender \left(\%\right)=maximum Price Score 50\left(\%\right) x\frac{Lowest tender total price}{Other tender total price}$$

The lowest priced tender will be awarded the maximum Price score (Price Element Percentage Weighting), as detailed in Section 9.3. The Other tender score will then be calculated relative to this, as shown above.
If the ‘Other’ tender price is double, or more than double, that of the lowest priced tender, the ‘Other’ tender will receive a Price score of 0%.

* 1. In accordance with the Public Contracts Regulations 2015, WBC will ask tenderers to explain the price or costs proposed in this tender, where the values appear to be abnormally low in relation to services required. WBC may reject the tender where the evidence supplied does not satisfactorily account for the low level of price or costs proposed.
1. **Clarification**

The council reserves the right to require tenderers to clarify any aspect of the bid or the pricing at any time during the procurement process. Clarification will generally be in writing but may include a meeting at the Council’s offices. Such meetings will not be scored. Anything arising from clarification, that alters WBC’s understanding of a tender in any way, may be used by the Council to amend the relevant tender evaluation score/s.

## Contract Award

* 1. Subject to section 9, the Tenderer which, in the sole opinion of the Council, has presented the most economically advantageous tender will be nominated as "Preferred Supplier" and will be recommended for contract award.
	2. All Bidders will be notified of the Councils intention to award the contract to the “Preferred Supplier”, together with an explanation of the reasoning for the choice.
	3. Any contract award will be conditional on the Contract being approved in accordance with the Council’s internal approval procedures and allowing for a 10-day Standstill period. Until all necessary approvals are obtained and the standstill period is completed, no agreement or work will be entered into.
	4. Once the Council has reached a firm decision in respect of contract award, all tenderers will be notified of that decision.
	5. In the event that a satisfactory conclusion with the “Preferred Supplier” cannot be agreed within one (1) month of the award of contract, the Council reserves the right to move to contract with the next ranking Tenderer.

## Indicative Timetable and the Procurement ProcesS

The key dates for this procurement are currently anticipated to be as follows:

|  |  |
| --- | --- |
| **Event** | **Date** |
| Issue Invitation to Tender | 1st February 2018 |
| Deadline for receipt of written questions (by 12:00) | 8th March 2018 |
| Issue answers to questions (by 17:00) | 15th March 2018 |
| **Deadline for submission of final tenders** (by 12:00) | 22nd March 2018 |
| Tender Evaluation period | 28th March – 13th April 2018 |
| Contract award decision finalised by the Council | 19th April 2018 |
| Standstill Period | 20th April – 30th April 2018 |
| Contract Award | 1st May 2018 |
| Contract Commences | 1st July 2018 |

##

## Contractual Requirement

1. **Form of contract**

The successful Tenderer will be required to sign a formal contract based on the specification relevant to the tender (**Schedule 1**), the Pricing Schedule (**Schedule 3**), the Terms and Conditions as outlined in **Annex G** and the Tenderers submission.
Until such execution, the successful tender, together with the Council’s written acceptance shall form a binding agreement.

1. **Warnings/Disclaimers**

While the information contained in this ITT is believed to be correct at the time of issue, neither the Council nor its advisors accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its Annexes and Schedules) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. No representations or warranties are made in relation to such statements, opinions or conclusions. This exclusion does not extend to any fraudulent misrepresentation made by, or on behalf of, the Council.

* + 1. If a Tenderer proposes to enter into an agreement with the Council it must rely on its own enquiries and on the terms and conditions set out in the Agreement (as and when finally executed), subject to the limitations and restrictions specified in it.
		2. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement. No other obligation on the Council shall be implied into any contract which may arise between the Council and the preferred supplier.
		3. No legal relations will be formed until the contract is awarded by the Council to the preferred supplier, at which time a formal contract will be entered into between the Council and the preferred supplier.
		4. This ITT should not be regarded as an investment recommendation made by the Council or its appointed advisors.
		5. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all the requirements of the Council before submitting their tender.
		6. The Council is committed to transparency and to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted may need to be disclosed in response to a request under the Act. Tenderers should be aware, that even where they have indicated that information is commercially sensitive, the Council may be required to disclose it under the Act if a request is received.
		7. Please also note that receipt of any material marked “confidential” or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.  If a request is received, the Council may also be required to disclose details of unsuccessful tenders.
1. **Changes to the ITT and the Project**
	* + 1. The information contained in this ITT may be changed by the Council from time to time without prior (or any) notice being given by the Council.
			2. In this document, words such as "anticipates", "expects", "projects", "intends", "plans", "believes", "will" (and words and terms of similar substance) indicate the Council’s present expectation of future events, which are subject to a number of factors and uncertainties that could cause actual requirements to differ materially from those described.
			3. Although it is intended that the remainder of this procurement will take place in accordance with this ITT, the Council reserves the right to terminate, amend or vary the procurement process by notice in writing.
2. **Eligibility requirements and changes affecting a Tenderer**
	* + 1. Any attempt by Tenderers, or their advisors, to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:
* devise or amend the content of any response in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance; or
* enter into any agreement or arrangement with any other person as to the form or content of any other Response, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Response; or
* enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Response; or
* canvass the Council or any employees or agents of the council in relation to this procurement; or
* attempt to obtain information from any of the employees or agents of the council or their advisors concerning another Tenderer or Response.
	+ - 1. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderers and their advisors, and the Council and their advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement, at the sole discretion of the Council.
			2. The Council must be notified immediately should any key persons who are part of the tender process become ineligible as described above and under the provision of the Public Contracts Regulations 2015 and / or the Council’s constitution.
			3. Tenderers must inform the Council in writing of any change in control, composition or membership of that Tenderer or its consortium members, and of any other material change to the Tenderer’s response to the SQ/PAS91 PQQ. The Council reserves the right to disqualify any such Tenderer from any further participation in the procurement process if there are any significant changes to their responses given in their SQ/PAS91 PQQ.
1. **The Council’s rights**

The Council reserves the right to:

* waive the requirements of this ITT;
* disqualify any Tenderer that does not submit a compliant Response in accordance with the instructions in this ITT;
* withdraw this ITT at any time, or to re-invite Responses on the same or any alternative basis;
* in their absolute discretion not to award any contract as a result of the current procurement process; and
* make whatever changes they see fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason
1. **Cost**

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the council.

1. **Law**

The laws of England and Wales shall apply for the purpose of all proceedings relating to this procurement process, any contract awarded pursuant thereto and any disputes (including non-contractual disputes or claims).

1. **TUPE**

TUPE may apply to this contract.

TUPE information is provided in Schedule 4. The TUPE information provided is to be used solely for the purpose of responding to this procurement exercise and must be held safe and securely destroyed at the end of this procurement exercise. The Council will accept no liability for its accuracy. By accessing this information you are accepting and agreeing to these conditions

For information, the incumbent Provider(s) is/are:

|  |  |
| --- | --- |
| **Provider**  | **Service**  |
| Age UK | Handyperson Service |

## ANNEX A: ORGANISATION IDENTITY

Please complete the details below:

|  |  |
| --- | --- |
| Please detail the name of the company (prime or single contractor) in whose name the Contract would be awarded: |  |
| Contact name:(nominated person for this tender) |  |
| Job title: |  |
| Address: |  |
| Telephone number: |  |
| Facsimile number: |  |
| E-mail address: |  |

## ANNEX B: METHOD STATEMENTS

**50% WEIGHTING**

Listed below are a series of questions that tenderers will need to complete as part of their ITT submission. Where a question is in more than one part (e.g. a and b), each part must be answered separately.

The total score achieved in accordance with the weightings below will be prorated to a maximum score of 100% and applied to the overall evaluation.

|  |
| --- |
| **PRELIMINARY QUESTION** |
| 1. Please describe how the service will be structured. Please enclose a copy of the service staff structure.

(This answer is not scored) |
| **Please add your response in this box**  |

|  |  |
| --- | --- |
| **Q1.**  | **Weighting** |
| Please describe the experience, values, abilities and strengths that you consider your organisation to have in relation to delivering the Service Specification**Word count: 500** | 20% |
| *Please provide your answer to the question in this box:*  |
|  |
| **Q2.**  | **Weighting** |
| Please detail how you will deliver the service in accordance with the requirements of the service specification**Word count: 500** | 20% |
| *Please provide your answer to the question in this box:*  |
|  |
| **Q3.**  | **Weighting** |
| Describe how you will ensure that the service complies with all health and safety and risk management elements of the specification including* Risk Assessments
* Equipment checks
* Procedures which comply with all current and future Health & Safety legislation.
* NICEIC (or equivalent) certification requirement for any electrical works

**Word count: 500** | 10% |
| *Please provide your answer to the question in this box:*  |
|  |
| **Q4.**  | **Weighting** |
| Describe how you will monitor and report the impact and effectiveness of the service including:* How will you ensure that the service is meeting the requirements of the service specification?
* How you are going to ensure that the outcomes and service targets are met?
* How you will evidence that the service is having a positive impact and is reducing risks to people’s independence.

**Word count: 900** | 20% |
| *Please provide your answer to the question in this box:*  |
|  |
| **Q5.**  | **Weighting** |
| Please detail how you will gather and respond to service user feedback.How will this information be used to inform service development and improvements? **Word count: 400** | 15% |
| *Please provide your answer to the question in this box:*  |
| **Q6** | **Weighting** |
| How you will engage commissioners, referrers and others who have contact with the service in the, delivery, monitoring development and continuous improvement of the service **Word count: 400** | 15% |
| *Please provide your answer to the question in this box:*  |

|  |  |
| --- | --- |
| **Please confirm acceptance of the following statements** | 7a. The provider must deliver and report quarterly on the outcomes and measures as detailed in the specification**Y/N** |
| 7b. The provider must have a robust complaints policy and procedure for users of the service**Y/N** |
| 7c. The provider must agree to ensure the service complies with the relevant safeguarding policies and procedures set by the local authority**Y/N** |
| **Please note, if any tenderer answers ‘N’ to any of these questions they will be excluded from the process.** |

## ANNEX C: NON-COLLUSIVE TENDERING CERTIFICATE

I / WE certify that in preparing and submitting this Tender we have not offered or agreed to offer to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to obtaining this Contract.

I / WE have not canvassed any person or offered any inducement in order to obtain confidential information in relation to the Contract and the Services to be undertaken either directly or indirectly.

I / WE certify that no one has been permitted to act on our behalf to offer such inducements or perform such acts set out above.

By this Certificate the word “person” includes any persons and any body or association corporate or non-corporate and offer or agreement includes any transaction formal or informal and whether legally binding or not.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| For and on behalf of (Registered Company Name) |   |
| Registered Address |  |

## ANNEX D: NON-CANVASSING CERTIFICATE

I / We certify that in preparing and submitting this Tender that we have not canvassed any member, officer or anyone in the employment of the Council.

In this Certificate:

“Person” includes any person and any body or association, corporate or non-corporate.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| For and on behalf of (Registered Company Name) |  |
| Registered Address |  |

## ANNEX E: BONA-FIDE TENDER CERTIFICATE

In recognition of the principle that the essence of Selective Tendering is that the clients shall receive bona-fide competitive tenders from all those tendering **I / WE** certify that:

1. The Tender submitted herewith is a bona-fide Tender intended to be competitive.

2. We have not fixed or adjusted the amount of the Tender under or in accordance with any Agreement or arrangement with any other person.

3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the Tender any of the following acts: -

a) Communicating to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender (except where the disclosure in confidence of the approximate amount of the Tender was essential to obtain insurance premiums quotations required for the preparation of the Tender).

b) Entering into any Agreement with any other person that he shall refrain from Tendering or as to the amount of any Tender to be submitted.

c) Offering or paying or giving or agreeing to give any sum of money 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 any act or thing of the sort described above.

In this Certificate: -

1. “Person” includes any person and any body or association, corporate or non-corporate.

2. “Any Agreement or arrangement” includes any transaction of the sort described above formal or informal and whether legally binding or not.

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| Print Name(s) in full: |  |
| Job Title(s)  |  |
| Signed: |  |
| Date: |  |

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| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s) |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| For and on behalf of (Registered Company Name) |  |
| Registered Address |  |

## ANNEX F: FREEDOM OF INFORMATION AND TRANSPARENCY

The Council is committed to transparency and meeting its legal responsibilities under the Freedom of Information Act 2000 (“The Act”), and all information submitted may need to be disclosed in response to a request.

Organisations are asked to consider if any of the information supplied in this tender should not be disclosed because of its sensitivity under the Act and, if this is the case, provide the information, identifying specific reasons for its sensitivity. The Council will endeavour to consult with organisations about sensitive information before making a decision on any Freedom of Information request received.

Please detail pages that are exempt from disclosure and include reasons:

|  |
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The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provision of the Act and the Council’s transparency commitments.

## ANNEX G: FORM OF TENDER

TO: Tender Co-ordinator,

 Wokingham Borough Council

c/o: Civic Offices, Shute End

 Berkshire

 RG40 1BN

Having examined the Contract Documents for the provision of:

* XXX

to Wokingham Borough Council, we offer to perform and complete the whole of the Service in conformity with the said Contract Documents for such sum as may be ascertained in accordance with said Contract Documents.

I/ We hereby certify that any statement made in our SQ/PAS91 PQQ submission remains true and accurate in all material aspects save as specified below:

I / We undertake to complete the Services as detailed in the Specification (Schedule 1 of the Tender documents) and the Contract during the Contract Period.

I / We agree and accept all Terms and Conditions included in this tender, especially regarding Schedule 5, and accept that these will be used to form the Contract.

I / We agree that until such time as a formal Agreement is executed by the parties, this Tender, together with the Council’s written acceptance thereof, shall constitute a binding Contract between us.

I / We agree that within 28 days of the acceptance of this Tender by the Council we shall take the following steps:

a) Execute a formal Agreement;

b) Produce to the Council for inspection, documentary evidence that the insurances required are property maintained;

I / We also agree that if we fail to undertake any of the aforementioned steps within the said period of 28 days the Council shall be entitled to treat the said binding Contract as terminated by our breach, but without prejudice to the Council’s right to claim against us for any loss or damage resulting from such breach.

I / We further agree that this Tender will remain open for consideration for a period of three months from the last date for the return of Tenders.

I / We understand that you are not bound to accept the lowest or any form of Tender you may receive.

Yours faithfully,

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| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s)  |  |
| Signed: |  |
| Date: |  |

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title(s) |  |
| Signed: |  |
| Date: |  |

For and on behalf of:

|  |  |
| --- | --- |
| (Registered Company Name) |  |
| Registered Address |  |

## ANNEX H: TUPE

Transfer of Undertakings (Protection of Employment) Regulations (TUPE) 2006 (including all the amendments made to these Regulations since 2006 which are still in force) may apply to this contract. If you are awarded the contract, please sign to confirm your organisation will take responsibility for leading the TUPE process and is prepared to abide by these regulations if applicable.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title:  |  |
| Signed: |  |
| Date: |  |

## ANNEX I: CONFIDENTIALITY CERTIFICATE

Please sign this document to confirm that the organisation agrees to keep all matters relating to the tender confidential.

|  |  |
| --- | --- |
| Print Name(s) in full: |  |
| Job Title:  |  |
| Signed: |  |
| Date: |  |

## **SCHEDULE 1 - SERVICE SPECIFICATION**

Please find this information attached as an additional document.

Information only

**SCHEDULE 2 - STANDARD SELECTION QUESTIONAIRRE**

Please find this information attached as an additional document.

**This needs to be completed and returned as part of the tender submission**.

## **SCHEDULE 3 - PRICING SCHEDULE**

Please find this information attached as an additional document.

**This needs to be completed and returned as part of the tender submission**.

## SCHEDULE 4 – TUPE INFORMATION

Please find this information attached as an additional document.

Information only

## SCHEDULE 5 – CONTRACTUAL TERMS AND CONDITIONS

Please find this information attached as an additional document.

Information only