

Invitation to Tender

Mobile tariff contract

Issued 2nd August 2017

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Appendix A – Specification

1.0 Introduction to Leeds Federated

Leeds Federated Housing Association (The Association) is a registered social landlord formed in 1974 for the benefit of the community. The Association has a central office in Leeds.

The Association employs approximately 120 staff and provides approximately 4,000 homes in Leeds, Harrogate and Wakefield Districts.

The approximate housing portfolio breakdown is:

3100	general needs properties
390	supported housing properties
260	sheltered properties
200	shared ownership properties
150	non-social properties

Our vision statement describes what the Association is aiming to achieve over the medium to long term:

Building Futures Together

The vision statement reflects our aim to grow through *building* more homes. It is our intention to enable our customers to consider their *future* knowing they have a place they can call home. The Association will work *together* with staff, customers and other stakeholders in making our vision a reality.

The three goals of the Association are as follows:

1. Sustain

We will provide good quality homes that people want to live in and provide value for money services, delivering quality at an affordable cost. We will maintain a healthy business in terms of its finances, expertise and governance.

2. Innovate

We will make the best use of technology to improve the efficiency and effectiveness of services and find ways to work smarter. We will adapt to change in our business and operating environment to remain competitive.

3. Grow

We will expand our delivery of good quality homes and identify new business opportunities to enhance Leeds Federated's viability. We will grow our capacity, skills and influence to support the business.

2.0 Background Information

This document sets out the Association's requirements for the provision of a mobile phone tariff contract and provides information about the Association and the key criteria for this contract. Importantly, it also contains the specific requirements that tenderers are to respond to, as well as setting out the evaluation criteria and scoring system that the Association will be using to apply to responses.

The tender documents include:

- This invitation to tender
- Certificate of Non Collusion
- Form of Tender

Any queries should be placed in writing (e.g. email) and directed to Joanne Harrison, Procurement & Contracts Coordinator, email: joanne.harrison@lfha.co.uk. **The latest date for the receipt of queries is 18th August 2017 4pm.**

A full list of any queries raised by a tenderer during the tender stage will be created and disseminated to all tenderers at the same time (if and when they occur) via an update to the Contracts Finder notice. All questions will be answered as soon as possible, tenderers are advised to monitor the notice for clarifications up to and including 22nd August 2017 to allow for all answers to be provided.

3.0 Timescale

Circulate ITT to tenders	On 2 nd August 2017
Latest queries from tenderers	18 th August 2017 4pm
Submission of tenders	By 29 th August 2017 4pm
Evaluation of tenders	29 th August – 28 th September
Internal approvals	5 th October 2017
Notice of Award	6-8 th October 2017
Appoint contractor / Contract signature	6 th – 13 th October 2017
Mobilisation (number porting)	16 th – 23 rd October 2017
Contract start date	TBA

Dates are correct at time of publishing the Invitation to Tender and may be subject to change

4.0 Brief

Leeds Federated are looking to secure a new mobile phone contract to replace their existing contract provided by BT Mobile.

4.1 Requirements

No of SIM cards	Current Tariff
103	Voice & Data (various smartphones)
67	Data only (tablets and iPads)
170	TOTAL number of SIM connections

4.2 Current Contract Detail

The current contract includes the following monthly allowance:

- Free calls to landlines and other BT mobiles.
- 90GB per month shared data allowance on Voice & Data or DATA only SIM cards.

4.3 Estimated Usage

The following requirements are based on a “shared allowance” as per the current Leeds Fed contract:

Calls to Landlines: 2,000 Minutes
Calls to Own Mobiles: 300 Minutes
Calls to other Mobiles: 8,000 Minutes
SMS: 6,000
Data: 90GB

The tenderers can request up to 3 months worth of recent itemised bills from Leeds Fed in order to complete their own assessment and analysis of the usage to establish accurate tariff requirements for their proposal. A signed Non-Disclosure Agreement (NDA) (Appendix A) must be returned before this information will be provided. Please send/email a copy of the signed NDA with your request.

4.4 Hardware

Leeds Fed does not require replacement phones/smartphones or upgrade to their current mobile hardware. The normal approach is to purchase hardware as and when required. Should there be a “hardware fund” available as part of the tender offer, Leeds Fed would want to have full access to this finance to use at will.

4.5 Performance Reviews

The Association will hold annual performance reviews with the Partner. The Partner will send the appropriate personnel including the Account Manager to each review with the Association which shall focus in detail on the service delivered. Review meetings shall be at the intervals and at a venue to be determined by the Association. For the avoidance of doubt, attendance at such meetings will be at no additional cost to the Association.

4.6 Rates

The Association is looking to have in place **Pre-Agreed, Fixed Rates** for all items provided under the agreement for the duration of the contract term. That is to say that the rates may not be increased by the tenderer from year 1 of the agreement to year 2.

In the event that Leeds Federated choose to extend the contract for an additional 2 years, a review of the costs will be undertaken to ensure they remain fair and competitive.

Tenderers are referred to the Form of Tender within this Invitation to Tender to provide details of their prices.

4.7 Invoicing and Itemised billing

Leeds Fed uses their own software for the analysis of calls and text usage. For this to work, monthly itemised call detail and line rental cost detail is required in an electronic data file. These are normally sent to, or extracted by Leeds Fed and then uploaded onto our system for the analysis.

4.8 Usage Controls

In order to manage the usage allowances of Leeds Fed employees, usage caps must be available with a facility to notify Leeds Fed IT in the event of any breach of allowances. This is particularly important for data usage.

4.9 References

Please include in the tender response 2 references from existing customers of a similar size and requirement.

4.10 Through this tendering exercise, for the provision of mobile tariff contract, the Association would like to appoint a Partner who shall offer throughout the 2 year (+ optional 2 year extension) contract period:

- Complete supply chain management solution
- Best Value for money
- Comprehensive management information
- Process improvement through innovation
- High customer satisfaction
- Consolidated monthly invoices along with detailed itemised billing data
- Advice on any legislative requirements related to the contract

5.0 Evaluation of Tender Submissions

5.1 The Association reserves the right to exclude a Tender from evaluation if it does not conform to the tender requirements or does not demonstrate sufficient capability to perform the required work.

5.2 Award will be based on the most suitable solution and most economically advantageous tender received, where Price tendered accounts for 70% of the overall score and Quality accounting for 30%.

5.3 The scoring mechanism is as follows:

i. Pricing: (70% of the overall score)

This sets out the pricing information required by the Association for evaluation and appointment of the successful Partner(s).

A price score shall be calculated for each tender by reference to the lowest tender, which is given a points score of 100. One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

$$\text{Maximum Available Price Score (100)} \times \frac{\text{Lowest Price received}}{\text{Tenderer's Price}}$$

A maximum price ratio score of 70% shall be given to the lowest price. The price ratio score shall then be calculated for each other tender according to the points achieved as a proportion of 100.

Tenderers shall note that tenders considered to be priced very low shall be scrutinised to ensure that this is not as a result of a failure to understand the requirements of the Contract. The Association shall have the right to disregard any tender that it considers to be abnormally low.

ii. Quality (30% of the overall score)

This measures the responses to the Quality Questions set and will be scored in accordance with the table below:

Evaluation of answer	Marks
Nil response (no answer provided)	0
Completely fails to meet required standard	1
Proposal significantly fails to meet the standards required, contains significant shortcomings and/or is inconsistent with other proposals	2
Proposal falls short of achieving expected standard in a number of identifiable respects	3
Proposal meets the required standard in most material respects, but is lacking or inconsistent in others	4
Proposal meets the required standard in all material respects	5

The responses to the questions should be strictly restricted to the page count identified. Responses will only be evaluated up to the specified page count per question. Text that exceeds the specified page count will be discounted. All tender responses must be submitted as a read-only MS Word document with 'Arial' Font, size 11.

Supporting information may be submitted as appendices, but will not be scored.

The highest scoring Tenderer for **Quality** will be awarded the full 30% available. The remaining Tenderers will be awarded a percentage score based on the following calculation:

$$\text{Maximum Available Quality Score (40)} \times \frac{\text{Tenderer's Total Score out of 40}}{\text{Highest Score awarded out of 40}}$$

- iii. The adjusted percentage scores for Quality/Price will be added together to give an overall percentage score.

6.0 Terms of Appointment

- 6.1 The contract will be awarded on the basis of the most economically advantageous tender, and Tenders will be evaluated on the offer price and on the Tenderer's experience and capability.
- 6.2 Appointment will be on the basis of a 2 year contract with optional 2 year extension. The Tenderer is to provide a copy of its proposed Terms and Conditions with its Tender.
- 6.3 The Association reserves the right to award a contract for all or any part of the work specified in this invitation to tender, or not to award a contract.
- 6.4 The Association does not guarantee any award of work or any minimum payment to the Partner under this Agreement.
- 6.5 The tenderer acknowledges and agrees that the Association shall have no liability whatsoever (whether under Agreement, statute, tort or otherwise) in respect of any consequential or indirect loss or any actual or expected loss of profit, loss of revenue, loss of goodwill or loss of opportunity in the event that the Association:
 - (i) reduces or reallocates any amount of works awarded to the Partner; or
 - (ii) does not award any work to the Partner under this Agreement.

7.0 Terms and Conditions

- 7.1 The Association reserves the right to award a contract for all or any part of the work specified in this Invitation to Tender, or not to award a contract. The Association also reserves the right to award the contract to more than one Tenderer.
- 7.2 The successful Tenderer will be required to sign and abide by a contractual agreement, and will submit invoices and reports in the prescribed format at intervals determined by the Association.
- 7.3 Any variations to the fee due to fundamental changes in the nature of the project shall be by negotiation between the parties.
- 7.4 It is expected that the Tenderer will maintain the following insurances at Contract award:
 - 1. Employers Liability Insurance for a sum insured of not less than £5,000,000
 - 2. Public Liability Insurance for a sum insured of not less than £2,000,000The Tenderer will supply the Association with full particulars of such insurance to accompany their Tender submission.
- 7.5 Data Protection
 - (i) The appointed Partner will:-
 - 1. Duly observe their obligations under the Data Protection Act 1998 and associated Regulations to ensure full compliance with the law relating to personal information.
 - 2. In this clause references to Personal Data are to be interpreted as defined in the Data Protection Act 1998 ("DPA") and related case law. The Partner shall comply with all relevant provisions of

the DPA and do nothing which causes, or may cause, The Association to be in breach of its obligations under the DPA. In particular, to the extent that the Partner acts as a Data Processor in respect of any Personal Data pursuant to this Agreement, the Partner shall only process such Personal Data as is necessary to enable it to fulfil its obligations under the contract and only in accordance with instructions from the Association. The parties hereby agree that the Association shall be the Data Controller in respect of such Personal Data.

(ii) The Partner shall:

1. Implement technical and organisational measures in place to protect any personal data it is processing on The Association's behalf against any unauthorised or unlawful processing and against any accidental loss, destruction, damage, alteration or disclosure and undertakes to maintain such measures during the course of this Contract. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data which is to be protected.
2. Take all reasonable steps to ensure the reliability of its staff having access to any such Personal Data.
3. Monitor and maintain the integrity of all Personal Data in full accordance with the Data Protection Principles.
4. Obtain prior written consent from the Association in order to transfer the Personal Data to any sub-contractors or affiliates to fulfil their obligations under this Contract. This is subject to the confidentiality issues as set out in this document.
5. Ensure that all employees of the Partner who reasonably require access to the Personal Data are informed of the strict confidential nature of the Personal Data; and
6. Ensure that no employees of the Partner publish, disclose, or divulge (whether directly or indirectly) any of the Personal Data to any third party unless directed in writing to do so by The Association.
7. Notify The Association within 5 (five) working days if it receives any complaint, enquiry or request from any person whatsoever relating to The Association's obligations under the DPA.
8. At its sole cost, promptly to provide The Association with full cooperation and assistance in relation to any complaint, enquiry, or request made to the Partner which shall include, but shall not be limited to:
 - (i) Providing to The Association full and complete details of the complaint, enquiry or request;
 - (ii) Complying with a data access request and within the relevant timescales as set out in the Data Protection Legislation and in accordance with The Association's instructions;
 - (iii) Providing to the Association any and all Personal Data it is in possession of in relation to tenants/ residents and shall do so within the timescales required by The Association and notified to the Partner; and
 - (iv) Providing to The Association any and all relevant information requested by the Association.
9. Upon reasonable notice, allow the Association access to any premises owned or controlled by the Partner to enable the Association to inspect and audit its procedures and shall, upon the Association's request from time to time, prepare a report for the Association in respect of the technical and organisational measures it has in place to protect the Personal Data.

10. Warrant that it has submitted, pursuant to section 18(1) of the DPA, a notification to the Information Commissioner (as defined by the FOIA) and shall keep that notification correct, complete and up to date.
11. Not transfer any Personal Data (whether in whole or in part) to any country outside of the European Economic Area unless authorised in writing to do so by the Association and, where the Association authorises such transfer, the Partner shall fully comply with:
 - (i) The obligations of the Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the DPA by the provision of an adequate and appropriate level of protection in respect of any Personal Data which is transferred in accordance with this and;
 - (ii) Any reasonable instructions notified to the Partner by the Association.
12. Upon the termination of this Agreement for whatever reason, unless notified otherwise by the Association or required by the law, immediately cease any and all processing of the Personal Data on the Association's behalf, and destroy or provide to the Association with a copy of all such Personal Data on suitable media.
13. Upon receipt of any request from the Association to do so, promptly amend, transfer, or delete the Personal Data (whether in whole or in part). Upon deletion of the Association's data, the Partner will not be able to provide any reports or other benefits relating to any deleted data.
14. When required to collect any Personal Data on behalf of the Association, ensure that the Partner provides to the Data Subjects, from whom the Personal Data is collected, with a fair processing notice in a form to be agreed by the Partner.
15. Comply with all reasonable requests or directions by the Association to enable The Association to verify and / or procure that the Partner is in full compliance with its obligations under this contract.

8.0 Submitting your Tender Proposal

- 8.1 All tenderers are deemed to have made sufficient allowances for all proposed pricing requirements including contingencies where required. Contingencies or other like allowances are to be clearly indicated on the Tender submission.
- 8.2 The tenderer must acquaint and satisfy themselves with all conditions likely to affect the execution of any of the Services.
- 8.3 The Association will not be liable for any expenses incurred by the tenderer in the preparation of its Tender.
- 8.4 Tenderers shall note that generic method statements and those of a general nature which refer to information within company profiles, brochures or other promotional and/or marketing literature will not be acceptable.
- 8.5 The tenderer shall complete the Form of Tender in respect of this contract.
- 8.6 The tenderer shall comply with the Non Collusion Statement in respect of this contract and date and sign the Statement accordingly.
- 8.7 Tenderers must submit a hard copy of their response to the Association.
- 8.8 Tenderers must not submit their response to this invitation to tender electronically. A soft copy of the response on CD or memory stick should be included with the hard copy.
- 8.9 Tenderers must use the Return Label Provided and ensure that they deliver their tenders on time.
- 8.10 Proposals must be received by 29th August 2017 4pm by post or hand delivered to the reception – you must use the Tender return label on page 19 of this ITT. There must be no other markings anywhere on the envelope whatsoever. Please enclose a hard copy that is signed, and a soft copy on CD / USB stick.
- 8.11 Failure to comply with these requirements may invalidate your tender.

9.0 Supporting Documentation Checklist

- 9.1 Please ensure that you check carefully and include with your response to this Tender:
 - (i) The Form of Tender (Section 12)
 - (ii) Completed Pricing Matrix
 - (iii) Response to Quality Questions, including SLA
 - (iv) Copy of proposed Terms & Conditions
 - (v) Signed Certificate of Non Collusion (Section 13)
 - (vi) Return Label – (page 19)
 - (vii) Copies of Insurances
 - (viii) Copies of References
 - (ix) Soft copy of the tender on a CD or a memory stick

10.0 Quality Questions

10.1 Porting numbers to the new proposed contract

Leeds Fed is looking to port 170 SIM cards as detailed in the table at 4.1 above onto a new contract. The tenderers are asked to provide all relevant information related including support that would be available to Leeds Fed during the process. An outline of the draft timetable is requested.

Weighting (2) Max score 5x2 = 10

Maximum pages = 3 sides of A4

10.2 Itemised call detail and line rental data files

Leeds Fed uses their own software for the analysis of calls and text usage. For this to work, monthly itemised call detail and line rental cost detail is required in data file(s). These files are uploaded onto the Leeds Fed system for the analysis.

Please confirm whether data files will be available for each billing period and state the format of the files (e.g. CSV, XLS etc).

Data files will be available: yes/no

Specify the file format(s):

Please detail how the files can be obtained/downloaded by Leeds Fed:

Sample file included: yes/no

Weighting (1) Max score 5x1 = 5

Maximum pages = 1 side of A4

10.3 Tariff Flexibility

Please provide relevant detail about the proposed tariff specifically if and how it can be changed during the contract period. For example; if a bundle or a bolt on is applied whether these can be changed month to month to ensure best possible fit for the required usage.

Weighting (1) Max score 5x1 = 5

Maximum pages = 2 sides of A4

10.4 Account Management

Please provide relevant detail about account management that would be available to Leeds Fed. This information should include: the methods in which Leeds Fed can contact customer service, the proposed SLA, (time to respond and resolve a reported query - please attach the SLA detail as a separate document), specify the proposed frequency of tariff reviews (ensuring the applied tariff works in the most economical way for Leeds Fed), any other relevant account management information.

Weighting (1) Max score 5x1 = 5

Maximum pages = 2 sides of A4 plus copy of SLA

10.5 Data Usage Specifics

Provide relevant detail about data usage restrictions (where applicable). Explain whether a data usage cap can be applied to data enabled SIM cards to stop data download if monthly allowance has been reached. Explain if and how data usage can be managed per SIM card to allow/not allow data download if monthly allowance has been reached.

Please specify if a live data monitoring service is available to check the current usage.

Weighting (2) Max score 5x2 = 10

Maximum pages = 2 sides of A4

10.6 Adding Connections during the Contract

Please explain whether new SIM connections can be added during the contract and what implications, if any, there might be related to the tariff configuration. Clearly detail whether new added connections will be included on the same “contract/account” and explain whether new added connection will be included on the same invoice and data downloads.

Weighting (1) Max score 5x1 = 5

Maximum pages = 1 side of A4

Maximum marks available for Quality = 40

10.7 Included with the tender response you are asked to provide the following items. Please note that these are for information purposes only and will not be scored by the Association, although the references will be obtained to give assurance / confidence in the tender responses.

- (i) Company details: Company Background, services provided and location of base.
- (ii) Dates and details of last audit.
- (iii) Referees: minimum of 2 referees.
- (iv) Contact details for follow up communication regarding your tender

11.0 Pricing Matrix

11.1 Call and Usage costs

Please provide full tariff call cost breakdown as well as any additional cost that may be applicable to the proposed tariff. This should include voice, sms, data and any other type of usage that would be applicable. Usually the tariff detail shows costs per minute call, per text, per 1mb download. It is anticipated that the tariff proposed will have some inclusive usage, therefore these quoted costs would be over and above any inclusive usage.

Provide pricing for an estimated 10% overspend based on the following figures:

Calls to Landlines: 200 Minutes
Calls to Own Mobiles: 30 Minutes
Calls to other Mobiles: 800 Minutes
SMS: 600
Data: 9GB

Please also specify if a minimum revenue commitment is applicable.

11.2 Line Rental Costs

Please provide full detail about the suggested line rental for all 170 SIM cards. Leeds Fed expects to operate data on 4G on all DATA enabled SIM cards. This must be fully factored into the proposed tariff costs.

11.3 Replacement SIM Cards

In the event of a lost phone or different size SIM requirement, please indicate any applicable costs to providing a new SIM card upon request.

11.4 Hardware Fund

Some providers make a hardware fund available. Please indicate whether a hardware fund would be available, how much would be the total amount over the agreement term, make clear whether Leeds Fed would have access to this finance to use at their will and when would this finance become available to Leeds Fed.

11.5 Subsidy

Some providers make a subsidy available. Please indicate whether a subsidy would be available, how much would be the total amount over the agreement term, make clear whether Leeds Fed would have access to this finance to use at their will and when would this finance be available to Leeds Fed.

Pricing Matrix			
		Unit Cost	Sub Total (2 years)
1	Voice and Data SIM Monthly Line Rental (103)	£	
2	Data only SIM Monthly Line Rental (67)	£	
3	90GB shared data bundle monthly cost	£	
4	10% overspend cost	£	
5	5% Replacement SIM Cards (up to 17 over the 2 years)	£	
6	Porting, Setup fees, or any other fixed costs	£	
	TOTAL (2 years)	£	
7	Minimum Revenue Commitment (if applicable)	£	
8	Hardware fund/Subsidy (if applicable – please provide detail)	£	

12.0 Form of Tender

Leeds Federated Housing Association Ltd
Arthington House
30 Westfield Road
Leeds
LS3 1DE

TENDER FOR: Mobile tariff contract

I / We understand that:

- (a) This Tender shall be returned in an envelope with the label provided attached to the front so as to reach this office not later than **29th August 4pm**.
- (b) The lowest or any Tender will not necessarily be accepted by Leeds Federated Housing Association Ltd, and no allowance or payment will be made for making any Tender.
- (c) We have examined and agree to the Specification, have submitted only one bid and agree to the contract terms.
- (d) We understand that it is our responsibility to ensure that the contract documents have been completed correctly.
- (e) The Tender Price must stand for period of 13 weeks from the date of submission of the Tender.

PRICE

I/We, having read the Conditions of Contract and Specification delivered to me/us and having examined the information referred to therein, do hereby offer to execute and complete in accordance with the Conditions of Contract the whole of the Works described for the sum as identified in the enclosed Pricing Matrix.

I/We agree that should obvious errors in pricing or errors in arithmetic be discovered before acceptance of this offer in the pricing submitted by me/us, these errors will be corrected in accordance with Alternative 1 contained in Section 6 of the 'Code of Procedure for Single Stage Selective Tendering 1989'

Company Name: _____

Employee Name: _____

Signature: _____

Date: _____

Address of Tenderer: _____

Telephone No: _____

Email Address: _____

13.0 Certificate of Non-Collusion

The essence of tendering is that Leeds Federated Housing Association Ltd shall receive bona fide competitive tenders from all organisations tendering. In recognition of this principle, I/we certify that this is a bona fide Tender, intended to be competitive, and that I/we have not fixed or adjusted the amount of the Tender by or under or in accordance with any agreement or arrangement with any other person. I/We also certify that I/we have not done and I/we undertake that I/we will not do at any time before the return date for this Tender any of the following acts:-

1. Communicate to a person other than the person calling for these tenders, the amount, or approximate amount of the proposed Tender;
2. Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum or 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 for the work any act or things of the sort described above.

In this certificate, the word 'person; includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

CONFLICT OF INTEREST STATEMENT

Leeds Federated Housing Association Ltd must ensure that it does not contravene Schedule 1, Part 1 of the Housing Act 1996, i.e. Leeds Federated Housing Association Ltd may not make a payment or grant a benefit to a Committee or Board Member, Officer or Employee of the Client save and except in certain specified circumstances. Leeds Federated Housing Association Ltd therefore requires Tenderers to answer the following questions:

1. Has any Director, Partner or Associate been an employee of Leeds Federated Housing Association Ltd within the last five years?

YES/NO (if yes please give details)

--

2. Please state if any Director, Partner or Associate has a relative(s) who is an employee of Leeds Federated Housing Association Ltd at a senior level or is a Board, Committee, or Panel Member of the Association.

--

3. Please state if any Directors, Partners or Associates of your firm have any involvement in other firms who provide or have provided services to Leeds Federated Housing Association Ltd.

YES/NO (if yes please give details)

--

1. Is any Director, Partner or Associate an existing tenant or leaseholder of Leeds Federated Housing Association Ltd?

YES/NO (if yes please give details)

--

Note: A relative is defined as a person's spouse, parent, grandparent, child, grandchild (including illegitimate children and grandchildren) brother and sister. Technically the term relative does not include any relationship that is not by blood, marriage, civil partnership or co-habitation; however, if considered close the same criteria should apply

Signature : _____

On Behalf of:
(Full Name of Tenderer) _____

Address (In the case of a Limited Liability Company the registered office):

Date: _____

Tender Return Label

TENDER – DO NOT OPEN	
<p>Tender Title: Mobile Phone Tariff</p> <p>Return Date: 29th August 2017</p> <p>Deadline for Return: 4pm</p> <p>Leeds Fed contact: Joanne Harrison</p>	<p>To: Joanne Harrison</p> <p>Leeds Federated Housing Association</p> <p>Arthington House</p> <p>30 Westfield Road</p> <p>Leeds</p> <p>LS3 1DE</p>
<p>This label MUST be used to submit your tender</p> <p>There must be no other identifying markings anywhere on the envelope whatsoever</p>	<p>LEEDS FED USE ONLY</p> <p>Date received:</p> <p>Time Received:</p> <p>Initials:</p>

It is Leeds Federated policy not to consider LATE tender submissions

14.0 Appendix A – Non-disclosure Agreement

Introduction

Leeds Federated Housing Association (Leeds Fed) maintains security protocols to ensure the Confidentiality, Integrity and Availability of its data and information. Occasionally it is necessary to provide Leeds Fed data, in part or in its entirety, to third parties in order for them to resolve support problems, or to assist in the processing (but not decision making) of that information. This document should be signed by those third parties to ensure that Leeds Fed data is handled and processed in a secure manner.

This document places a requirement on the receiving party to ensure that their own systems and procedures, including training of staff, provide a comparable level of protection to those provided by Leeds Fed.

Agreement

In order to protect confidential information, relating to any business process or advantage, customer related information, development, business plans and other technology, including software, Hardware, IT Infrastructure or personal details ("Information"), which may be disclosed, accessed or discovered during the support, installation or processing between:

Leeds Federated Housing Association Ltd, Arthington House, 30 Westfield Road, Leeds, LS3 1DE

And

Insert 3rd Party support organisation here

Intending to be legally bound, agree that:

1. For the avoidance of doubt "Leeds Fed" shall mean, interchangeably, Leeds Federated Housing Association and any member of staff employed by Leeds Fed
2. The parties to this agreement are Leeds Federated and **3rd Party support organisation**
3. Either party ("Disclosing Party") may disclose information to the other ("Receiving Party")
4. The undertakings of non-disclosure and confidentiality contained in this agreement shall remain in force for a period of ten years from the date on which the information is disclosed to the receiving party
5. The Receiving Party shall use the Information of the Disclosing Party solely for the purpose of providing Mobile Telephony / I.T. Support or related services and processing. The Receiving Party will not disclose the Information of the Disclosing Party to any personnel except its employees, to whom it is necessary to disclose the Information for such support and services and any such disclosures shall be under

terms at least as restrictive as those specified therein. Any of the persons mentioned above who are given access to the Information shall be informed of the confidential nature of the Information. The Receiving party shall protect the Information by using the same degree of care no less than a reasonable degree of care, as the Receiving Party uses to protect its own confidential information

6. Under the Data Protection Act 1992, the Receiving party will be deemed to be processing the information on behalf of the Disclosing party, and the Disclosing party will remain the data controller for that information
7. The Receiving Party's duties under this Agreement shall apply either to Information in any written or electronic document, memorandum, report, correspondence, drawing or other material or computer software or program, developed or prepared by the Disclosing Party or any of its representatives. Disclosures in the form of tangible products or materials must be transmitted to the Receiving Party to be considered confidential information.
8. Notwithstanding any other provision of this Agreement Information shall not include that which:
 - a. Is within the public domain prior to the disclosure by the Disclosing Party to the Receiving Party or thereafter becomes within the public domain other than as a result of disclosure by the Receiving Party or any of its representatives on violation of this agreement.
 - b. Was, on or before the date of disclosure in the possession of the Receiving Party.
 - c. Is acquired by the Receiving Party from a third party not under an obligation of confidentiality; or
 - d. Is hereafter independently developed by the Receiving Party, without reference to Information received from the Disclosing Party.
9. This agreement may not be assigned by either party
10. The Receiving Party agrees to return all Information, including materials, received from the Disclosing Party at the request of the Disclosing Party within ten (10) days of receipt of such request; the Receiving Party may retain in confidential files one copy of written Information for record purposes only.
11. If the Receiving Party or anyone to whom it transmits the Information pursuant to the Agreement becomes legally required to disclose any such Information, the Receiving Party shall provide any such information with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy and / or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained the Receiving Party shall furnish only that portion of the Proprietary Information which is legally required in the opinion of the Disclosing Party's counsel and will exercise its best efforts to obtain reasonable assurance that confidential treatment shall be accorded to the Information.

12. This Agreement shall be made under and shall be construed in accordance with the laws of England and constitutes the entire understanding between the parties hereto with respect to the subject matter hereof and superseded and all prior arrangements, understanding and representations. This Agreement may not be superseded, amended or modified except by written agreement between the parties hereto.
13. The parties hereto have caused this agreement to be executed on its behalf in duplicate (each of which duplicates shall be deemed to be an original) to be in effect on the Effective Date.

Acceptance

	3 rd party support organisation	Leeds Federated
Authorised Signature		
Name		
Position		
Email		
Effective Date		