**Dated August 2015**

**NSAH (Alliance Homes) Limited**

**Tender Reference: AH-084**

**Invitation to Tender**

In relation to the provision and installation of office furniture to Weston Court, Weston-Super-Mare

**Invitation to Tender**

1. **Project Overview**
   * 1. NSAH (Alliance Homes) Limited (**Alliance Homes Group**) is seeking to let a contract to a single supplier, in relation to the supply, delivery and installation of office furniture to Weston Court, Oldmixon Crescent, Weston-Super-Mare, BS24 9AU
   1. The Alliance Homes Group wishes to work with suitably qualified and experienced providers of office furniture.

It is the Alliance Homes Group intention to award the contract on the basis of overall suitability, and not on the basis of cost alone. However, the Alliance Homes Group reserves the right not to make an appointment as a result of this tender process. No liability is accepted for any costs incurred in the preparation of any tender submission including overheads and any perceived loss of profit.

1. **Invitation to Tender**
   1. **Introduction**
      1. This invitation to Tender has been prepared for Tenderers for the Service.
      2. The Tender Submissions will be based on the Submission Requirements set out in Section 6 and will be evaluated against the criteria set out at Section 7.
      3. Tender Submissions must be submitted by 1300 hours on Tuesday 25th August 2015.
      4. The Tender Submission must be submitted as set out in the Submission Requirements.
      5. Tenders should note that Alliance Homes Group reserves the right (but is not obliged) to accept any Tender Submission or part of any Tender Submission submitted pursuant to this Invitation to Tender. Furthermore, Alliance Homes Group will not be bound to accept any Tender submission or part of a Tender Submission and reserves to itself the right at its absolute discretion to accept or not accept any Form of Tender submitted.
   2. **Responsibility for Tender Submissions**
      1. Tenders are responsible for obtaining all information necessary for the preparation of their Tender Submission(s). All costs, expenses and liability incurred by any Tenderer in connection with the preparation and submission of a Tender Submission, and (in the case of acceptance of a Tender Submission by Alliance Homes Group) in connection with the execution of the contract and al and any relevant documents, are to be borne by that Tenderer.
      2. Tenderers must satisfy themselves of the accuracy of any information provided by Alliance Homes Group, and Alliance Homes Group accepts no responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Tenderers of such information.
      3. Tenderers are requested to ensure that they seek the information necessary from Alliance Homes Group to inform their Tender Submissions. Tenderers should inform Alliance Homes Group of all or any information, data or resource it requires from Alliance Homes Group in order to submit Tender Submissions. Failure to request such information etc will not entitle the Tenderer subsequently to claim additional monies or amendment to their Tender Submissions.
      4. Alliance Homes Group makes no representation regarding any Tenderer’s financial stability or standing, technical competence or ability in any way to carry out the Service.
      5. The attention of Tenderers is drawn to the contents of this Invitation to Tender including all appendices. Tenderers should ensure that they are totally familiar with the contents of these documents before compiling their tender.
   3. **Confidentiality** 
      1. All information supplied by Alliance Homes Group in connection with this Invitation to Tender must be treated as confidential and Tenderers must not, without the prior written consent of Alliance Homes Group, at any time, make use of such information for their own purposes or disclose such information to any person (except as may be required by law or for the purposes set out at section 2.3.2).
      2. This Invitation to Tender must be treated as private and confidential and all other information provided by or on behalf of Alliance Homes Group must be treated as private and confidential. Tenderers should not disclose the fact that they have expressed an interest or received tender documents from Alliance Homes Group or release details of this Invitation to Tender other than on a strictly confidential basis to those parties whom they need to consult for the purposes of preparing a Tender Submission.
      3. Each Tenderer warrants to Alliance Homes Group that no document that it prepares as part of its Tender Submission will infringe any intellectual property rights (including without limitation, patents, trade-marks, designs, design rights, copyright, inventions, trade secrets, know-how, confidential information, and any applications for protection of the any of them). Alliance Homes Group reserves the right to retain all Tender Submissions submitted by Tenderers.
      4. Each Tenderer undertakes to indemnify Alliance Homes Group against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of the provisions of this Section 2.3.
2. **Submission Conditions and Compliance Requirements**
   1. **Compliant Submissions**
      1. A "Compliant Submission" is one that is compliant with:
3. the Submission Conditions and Compliance Requirements set out in this Section 4;
4. the Form of Tender set out at Appendix 3, Part 2; and
5. the Completion Instructions set out in Section 5.
   * 1. Standard Submissions for the Tender Submissions must be Compliant Submissions.
   1. **Standard Submissions**
      1. For the Tender Submission, Tenderers must submit a Standard Submission.

* + 1. A "Standard Submission" for a Tender Submission is one that is fully consistent with all of the core requirements of Alliance Homes set out in this Invitation to Tender and summarised at 4.3 below:
  1. **Standard Submission Conditions**
     1. The Standard Submission must comply with the following Conditions:
        1. **Quality Proposals:** Tenderers are required to submit responses to the questions set out at Section 6 of this Invitation to Tender.
        2. **Contract Documentation:** Tenderers are required to provide an unequivocal statement in their written submission that they accept the form of Contract (including any bonds, guarantees and collateral warranties) as set out in Appendix 3 and that they have been accepted and signed off without amendment by their Board, bondsman, parent company, insurers and legal advisors (as appropriate/required).
        3. **Completed Financial Documents:** Tenderers are required to complete the Alliance Homes Tender Pricing Document.
        4. **Completed Financial Submission:** Tenderers are required to complete and return the financial submission at Appendix 2.
  2. **Variant Submissions**

Tenderers are not permitted to submit a Variant Submission.

* 1. **Rejection of Tender Submissions**
     1. Any Tender Submission or other documents submitted by any Tenderer in respect of which the Tenderer does any of the following may not be considered for acceptance and may accordingly be rejected by Alliance Homes:

1. fixes or adjusts the amount, prices, charges and rates shown:
   * + - 1. by or in connection with any agreement or arrangement with any other person; or
         2. by reference to any other Tender Submission; or
2. communicates to any person other than Alliance Homes Group any information except in accordance with Section 2.3.2 of this Invitation to Tenders; or
3. enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender Submission or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Tenderer in its Tender Submission and other documents; or
4. offers or agrees to pay or give, or does pay or give, any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused, to be done in relation to any other Tenderer, or any other proposed Tender Submission, or other documents, any act or omission; or
5. has directly or indirectly canvassed any member or official of Alliance Homes Group concerning the acceptance of any Tender Submission or has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender Submissions submitted by any other Tenderers; or
6. fails to use the English language; or
7. fails to state monetary amounts in Pounds Sterling; or
8. causes Alliance Homes to breach any of its statutory or regulatory obligations; or
9. submits an abnormally low bid; or
10. fails to submit a complete or compliant Tender Submission.
    * 1. Such non-acceptance or rejection by Alliance Homes Group shall be without prejudice to any other civil remedies available to Alliance Homes in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.
    1. **Non-Consideration of Tender Submissions**

Further to the above, Alliance Homes Group may in their absolute discretion refrain from considering a Tender Submission if either:

1. it does not comply in any respect with the requirements of this Invitation to Tender; or
2. it contains any significant omissions or qualifications.
   1. **Acceptance of Tender Submissions**
      1. Alliance Homes Group reserves the right to accept any Tender Submission submitted pursuant to the Invitation to Tender.
      2. Alliance Homes Group shall not be bound to accept any Tender Submission and reserves to itself the right at its absolute discretion to accept or not accept any Tender Submission submitted.
      3. Alliance Homes Group may without limitation undertake site visits, seek references, require presentations to be given and undertake interviews as part of the evaluation process. All information and documents submitted by Tenderers by the due date and time will be considered, as well as any other information that Alliance Homes requires to be submitted.
      4. Alliance Homes Group may, at its sole discretion request evidence to confirm that the Tenderer whose Tender Submission scores highest following the evaluation procedure continues to meet the minimum financial requirements set out in the pre-qualification questionnaire.
   2. **Tenderer's warranties**
      1. In submitting its Tender Submission, each Tenderer warrants, represents and undertakes to Alliance Homes Group that:
      2. It has not done any of the acts or matters referred to in Section 4.5, and has complied in all respects with the provisions of this Invitation to Tender;
      3. All information, representations and other matters of fact communicated (whether in writing or otherwise) to Alliance Homes Group by the Tenderer, its employees or agents in connection with or arising out of the Tender Submission are true, complete and accurate in all respects;
      4. It has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender Submissions;
      5. It has satisfied itself as to the correctness and sufficiency of the information it has inserted in its Tender Submission;
      6. It has full power and authority to enter into a Contract and Appointment and undertake the Project;
      7. It is of sound financial standing and has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources available to it (as appropriate) to carry out the Service;
      8. It has obtained all necessary consents, licences and permissions to enable it to carry out the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
      9. It will not at any time claim or seek to enforce any lien, charge or other encumbrances over property of whatever nature owned by Alliance Homes Group and that is for the time being or will be in the possession of the Tenderer.
   3. **General**
      1. The Invitation to Tender and all other documents provided to the Tenderers will remain the property of Alliance Homes and will be returned (if requested) with the Tender Submissions or, if no Tender Submission is submitted, upon demand.
      2. Tenderers are advised to retain for themselves details of their Tender Submissions. Alliance Homes Group reserves the right to make a charge if a Tenderer requests a copy of its submitted Tender Submission.
3. **Completion Instructions**
   * 1. Section 5 of the Invitation to Tender sets out the information that Alliance Homes Group requires from Tenderers as part of the Tender Submissions to be submitted.
     2. Responses should relate specifically to individual questions in each section and be clearly referenced to the numeric reference given to each question. Tenderers should restrict their Tender Submission to information requested in this Invitation to Tender. General information not specific to the Service (i.e. marketing and other general commercial information of the Tenderer) is not required and will be disregarded.
     3. All questions should be answered and comments given on all sections on which comments have been requested. Answers to questions should be concise and accurate and clearly describe the Tenderer’s position and delivery/Financial Proposals.
   1. **Tender Submissions – submission requirements**
      1. To be considered, Tender Submissions must be submitted as follows:

Two hard copies

**by no later than 1300 hours on Monday, 25th August 2015 to:**

Alliance Homes Group

40 Martingale Way

Portishead

BS20 7AW

* + 1. The Tender Submission must be sent in an unmarked envelope with the red label attached to this tender used on the front.
  1. **Tender Submissions – further points**
     1. Any Tender Submissions received after the times and dates noted at Section 3 above will not be considered for acceptance by Alliance Homes Group.
     2. For the Tender Submissions, Tenderers must submit two hard copies of its Proposals and all other supporting documents. The qualitative and Financial Proposals shall be submitted in separate folders.
     3. The Tender Submissions should not be qualified in any way and must be submitted strictly in accordance with this Invitation to Tender. The submissions and the supporting information must not be accompanied by any statement that could be construed as rendering the Tender Submission equivocal and/or placing it on a different footing to other Tender Submissions.
     4. Tender Submissions must be signed:

1. Where the Tenderer is an individual, by that individual;
2. Where the Tenderer is a partnership, by all the partners or by at least two (2) partners signing under a power of attorney on behalf of the other partners, a copy of which is to be provided with the Tender Submission;
3. Where the Tenderer is a company, by two (2) directors or by a director and the company secretary, such persons being duly authorised for that purpose unless proof is provided that only one director is able to bind the company.
4. Each Tenderer shall produce forthwith upon request by Alliance Homes Group, documentary evidence of any authorisation referred to above.
   1. **Communication Protocol**
      1. **Communication with Alliance Homes Group**

Tenderers should note that any communication with Alliance Homes Group should be submitted via email to [charlotte.brace@alliancehomes.org.uk](mailto:charlotte.brace@alliancehomes.org.uk).

Any attempt to contact officers of Alliance Homes Group or other related parties may, in accordance with Section 4.5 of this Invitation to Tender, lead to the rejection of the Tender Submission.

* + 1. **Queries from Tenderers**

All queries raised by Tenderers during the procurement will be fully documented, either by asking Tenderers to put their questions in writing or by Alliance Homes Group compiling a full note of the query and corresponding answer following a telephone conversation or other discussion and, where such queries are not of a commercially confidential nature, both the query and Alliance Homes Group response to the query will be circulated to all Tenderers via email.

No communication is to be entered into by a Tenderer with Alliance Homes Group after 1300 hours on 25th August 2015.

Alliance Homes Group reserve the right not to address any questions raised after 1300 hours on 25th August 2015, unless they are of general relevance. In the event that questions are raised after this time, Alliance Homes Group reserves the right to circulate the answers to all of the Tenderers, whether of a commercially confidential nature or not, in order to preserve the equal treatment of all of the Tenderers.

* + 1. **Requests for Clarification**

Once the Tender Submissions have been initially screened and evaluated by Alliance Homes Group, Alliance Homes Group may have questions that it wishes to raise with the individual Tenderers. These will be raised by Alliance Homes Group, in writing, to the individual Tenderers, any time up to the end of the evaluation period.

Please note again: if Alliance Homes Group reasonably consider any question or request to be of material significance and not of a commercially confidential nature, both the question and response will be communicated to all Tenderers.

* 1. **Financial Submission**

Tenderers must include with their Tender Submissions, the completed pricing information and all other pricing information as set out at Appendix 1.

* 1. **Submission Check-list**

This should be completed by all Tenderers and included at the front of their Tender Submission.

| **Requirement** | | | **Reference** | **Included (✓)** | **Tenderer Reference** |
| --- | --- | --- | --- | --- | --- |
| Checklist | | | 4.6 |  |  |
| Quality Question 1 | | | 6.2.1 |  |  |
| Quality Question 2 | | | 6.2.2 |  |  |
| Quality Question 3 | | | 6.2.3 |  |  |
|  | | |  |  |  |
| Quality Question 4 | | | 6.2.4 |  |  |
|  |  |
| Financial Submission | | | Appendix 1 |  |  |
| Form of Tender | | | Appendix 2 |  |  |
| Confidentiality Undertaking  Anti-collusion Certificate | | | Appendix 3  Appendix 4 |  |  |

1. **Submission Requirements**
   1. **Introduction**
      1. Responses for the Tender Submissions should be provided to the following questions and should be noted in the Submission Checklist as set out in Section 5.6.
      2. Alliance Homes Group recognises the level, time and expense that the parties will incur on a procurement of this nature. In order to give focus to your responses and minimise wasted time and effort, Tenderers are required to submit concise submissions detailing Service-specific information only.
      3. In order to achieve this and enable accurate and objective evaluation of all submissions Tenderers are required to submit their tenders based on the methodology and templates identified below.

**6.2**

| **Question** | **Topic** | **Tender Response Required** |
| --- | --- | --- |
| 1 | **General Information and Experience**  Weighting = 5% | General information on your firm including:   * Name and contact details. * Outline of status and firms experience of supplying and installing office furniture |
| 2 | **After Sales and future Servicing Arrangements**  Weighting = 15% | Tenderers are required to provide details of:-   * Warranties, * After sales capabilities * Servicing arrangements |
| 3 | **Delivery/Lead Time**  Weighing = 15% | * Confirmation of lead time for delivery and installation of the products supplied |
| 4 | **Policies and Controls**  Weighing = 5% | * Equality and Diversity: Please provide details of your firm’s approach to Equality and Diversity, and attach relevant policies. * Health and Safety: Please confirm if your firm has an up to date policy on Health and Safety which is available on request. * Data Protection: Please provide assurances that any of your firm’s employees who would have access to Alliance Homes Group data have received training in relation to data protection legislation and that Alliance Homes Group data would be protected accordingly. |

* 1. **Scoring Guidance**

The information provided in accordance with the above requirements will be scored in accordance with the guidelines set out at section 7.

1. **Procurement Process: Evaluation methodology for Tender Submissions**

Alliance Homes Group will conduct a qualitative and financial evaluation of the Tender Submissions received and the contract will be awarded on the basis of overall and in accordance with the methodology set out in this section 7.

* 1. **The Evaluation Team**

An evaluation team will undertake a comprehensive, systematic and consistent evaluation of each Tenderer's Tender Submissions. The evaluation team will comprise a number of representatives from Alliance Homes Group. Questions will be allocated to members of the evaluation team dependant on areas of expertise and each question will be allocated an individual score by each member of the evaluation team. The mean average of the total individual scores allocated will then be calculated and used for ranking and award purposes.

* 1. **General Information on the evaluation process**

Alliance Homes Group will carry out a three stage evaluation process:

* + 1. **Stage 1 - Initial screening assessment**

Tender Submissions will be subject to an initial screening assessment to confirm:

1. the Tender Submissions have been submitted on time, are completed correctly, are materially complete and meet the requirements of the Invitation to Tender;
2. the Tender Submissions are sufficiently complete to enable them to be evaluated in accordance with this evaluation process; and
3. the Tenderer has not contravened any of the terms and conditions of the tender process.

Tender Submissions that are not substantially complete or which are non-compliant with the requirements of the Invitation to Tender may be rejected at this stage.

* + 1. **Stages 2 and 3 – Quality and Commercial evaluation**

Tender Submissions which are successful following the Stage 1 screening assessment will be subject to a detailed evaluation in accordance with the evaluation criteria and weightings set out below for Stages 2 and 3.

During this part of the evaluation period, Alliance Homes Group reserves the right to call for further information or clarification from Tenderers, as appropriate, to assist in its consideration of their Tender Submissions.

* 1. **Introduction**

The successful Tender Submission will be chosen as the one that achieves the best overall scores. The Tender Submissions will be assessed according to the criteria set out below and in proportion to the following weighting:

1. **Quality – 40%**

A maximum of 40% of the marks available will be allocated to the qualitative submissions. The criteria and weightings are set out below.

1. **Commercial – 60%**

A maximum of 60% of marks available will be allocated according to the information submitted in the financial submission, as noted below.

* 1. **Stage 2: Quality evaluation**

In order to assess your Quality Submission the panel will be looking for compliance with the Guidance Notes noted below and at Sections 5 and 6 of the Invitation to Tender. These notes are for guidance only and are not prescriptive as to the response which we expect to see.

|  |  |  |  |
| --- | --- | --- | --- |
| **Question reference** | **Question** | **Weighting awarded to each question** | **Guidance** |
| 1 | **General Information and Experience** | 12.5% of quality score | An excellent answer will provide Alliance Homes Group with an understanding of the tenderer’s organisation, structure and experience in the services required, including experience in  the housing / care sector, along with details of the terms and conditions the tenderer operates.  A good answer will also provide evidence of clients and the services provided to those clients, in particular those that have been managed by the tenderer’s office that the contract will be delivered from. |
| 2 | **After Sales and future Servicing Arrangements** | 37.5% of quality score | An excellent answer will provide details of the process by which the tenderer would manage After Sales queries/issues, Servicing of the products supplied and confirm the warranty period offered on the products supplied. |
| 3 | **Delivery/Lead Time** | 37.5% of quality score | An excellent answer will provide details of the delivery/lead time required to deliver and install the products supplied meeting the requirements of Alliance Homes Group. |
| 4 | **Policies and Controls** | 12.5% of quality score | An excellent answer will provide evidence of the tenderer’s commitment to preventing discrimination and promoting equality for customers and staff, along with demonstration of a high level of commitment to the health and safety of the tenderer’s employees and anyone else that may be affected by the tenderer’s activities.  A good answer will demonstrate that the tenderer has an understanding of data security and provide the Alliance Homes Group with assurance that its data will be safeguarded against loss and inappropriate use, and that the tender’s staff have received regular training on the requirements of the Data Protection Act 1998. |

* + 1. Each of the quality evaluation criteria set out above will be marked out of ten, using the scoring scale noted below and will then be weighted in accordance with the percentage weightings noted above.

|  |  |  |
| --- | --- | --- |
| **Performance** | **Judgement** | **Score** |
| Meets the standard almost/ completely | Excellent | 9-10 |
| Meets the standard well but not completely | Good | 7-8 |
| Meets the standard in majority of aspects but fails in some | Satisfactory | 5-6 |
| Fails to meet the standards in the majority of aspects but meets in some | Unsatisfactory | 3-4 |
| Significantly fails to meet the standard | Poor | 1-2 |
| Completely fails to meet the standard | Failed | 0 |

* + 1. Scores will then be adjusted so that the Tenderer with the highest total score is awarded 40% of the marks (e.g. full marks) available for quality and the other Tenderers' scores will be adjusted to reflect the difference between their score and the score of the highest scoring Tenderer.
  1. **Stage 3: Price evaluation**
     1. Tenderers should refer to the pricing schedule as set out in Appendix 1 Financial Submission.

* + 1. The Tenderer with the lowest submitted tender price is awarded 60% of the marks (e.g. full marks) available for Price and the other Tenderers' scores will be adjusted to reflect the difference between their score and the score of the lowest priced Tenderer.

**Appendix 1**

Financial Submission

|  |  |
| --- | --- |
| **CONTRACT NO:** | **AH-020** |
| **PROJECT:** | **Supply and Installation of Office Furniture** |
| **LOCATION:** | Weston Court, Oldmixon Crescent, Weston-Super-Mare, BS24 9AU |

To: Alliance Homes Group

I/we the undersigned, hereby undertake to carry out the whole of the above services in conformity and in accordance with the schedule of contract documents issued by Alliance Homes Group, to their satisfaction in a professional manner, and to commence the work immediately on the Date of Possession (to be agreed) and complete the services within the period stipulated in the Appendix hereinafter:

The Form of Tender and Tender Pricing Document must be retuned in the endorsed envelope provided by the specified time and date, bearing no names or marks as to indicate the sender, to enable your tender to be considered. Any qualification or amendment to the tender documents will not be accepted, Alliance Homes Group at all times reserving the right to reject any tender should this condition be ignored. Tenders should ensure that sufficient time is allowed to enable the Tender to arrive before the expiry date (and time); a Tender which is delivered after the appointed time will only be considered if there is evidence of posting in time for delivery by the due date in the normal course of post delivery and the other Tenders have not been acted upon.

Upon this tender being considered for acceptance, I/we undertake to furnish all additional information required by the Alliance Homes Group and to execute a Contract Deed to be prepared by Alliance Homes Group. I/we agree that until such Contract Deed is prepared and executed, this Tender together with the Alliance Homes Group letter of intent and our written acceptance thereof shall constitute a binding contract between us.

I/we understand that Alliance Homes Group is not bound to accept the lowest or any tender price received and that Alliance Homes Group from time to time applies a price/quality evaluation model for certain tendered works.

I/we confirm this tender will remain valid for a period of 6 months from the date of submission.

I/we hereby certify that we do not practice any form of discrimination on the grounds of colour, race, ethnic or national origins contrary to the provisions of the Race Relations Act 1976 (Amended 2003).

**I/we do offer to complete the said services in conformity with the said documents for the fixed price of:**

**TENDER PRICE**

|  |  |
| --- | --- |
| **Service** | **Price** |
| **Supply of office furniture** | **£ . p** |
| **Delivery, Installation & Removal of Packaging** | **£ . p** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **VAT £ @ %** | £ |  | . |  | P |
| **TENDER TOTAL:** | **£** |  | . |  | **P** |

**Signed:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**On behalf of:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Witness:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**TO BE DELIVERED NOT LATER THAN 13:00 HOURS O****N 25TH AUGUST 2015**

**Appendix 2**

**Form of Tender**

**Form of Tender for the contract relation to the supply and installation of office furniture to Weston Court due in by 1300 hours on 25th August 2015**

**[Name]**

**[Address]**

**Date:**

**Unconditional and irrevocable offer to Alliance Homes Group** **(the Client) in respect of supply and installation of office furniture to Weston Court offered**

I/We the undersigned return this Tender Submission and acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender (receipt of which is also acknowledged) consisting of the following:

Invitation to Tender – schedule of contract documents – Documents marked with an \* must be returned signed or completed in full – Failure to return will result in tenders being rejected

1. Financial Submission\* (Appendix 1)
2. Form of Tender\* (Appendix 2)
3. Confidentiality Undertaking\* (Appendix 3)
4. Anti-collusion Certificate\* (Appendix 4)
5. Specification for Services Required
6. Red tender Label

Items marked \* must be returned with Financial submission

1. I/We hereby unconditionally and irrevocably offer to undertake the Service requested to be provided and performed under the Invitation to Tender in accordance with the Contract and at the prices stated in the financial submission. I/We confirm that the prices set out in the financial submission shall remain fixed for six (6) months from the date of this Form of Tender.
2. I/We confirm that:
   1. I/We are fully conversant with all the documentation set out at above (the **Documentation**); and

This Tender Submission is submitted strictly in accordance with the Documentation including, but not limited to the Completion Instructions.

1. I/We enclose under cover of this Form of Tender two (2) hard copies
   1. The Quality Proposals for the Service;
   2. The completed financial submission; and
   3. Any other required supporting documents.
2. I/We agree that this Tender Submission shall remain open to be accepted or not by the Client and shall not be withdrawn for a period of six (6) months from the deadline for receipt of Tender Submissions as set out in the Invitation to Tender, or such longer period as may be agreed with the Client.
3. I/We undertake to execute the Contract to be prepared at your expense for the proper and complete fulfilment of the Service or any part or parts thereof, as you may in your absolute discretion award to us.
4. I/We agree that I/we shall commence the Service when instructed to do so by you pursuant to the terms of the Contract.
5. I/We certify that the details of this Tender Submission and the Documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.
6. I/We acknowledge that you are not bound to accept the lowest or any Tender Submission it may receive, and reserves the right at its absolute discretion to accept or not to accept any Tender Submission submitted.
7. I/We certify that we have full power and authority to enter into the Contract and to carry out the Service.
8. I/We certify that I/we have not canvassed or solicited the Client or any of its officers in connection with the award of this Tender Submission and to do so would automatically result in our tender not being considered and/or rejected.
9. I/We certify that this is a bona fide Tender Submission, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender Submission or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other person or organisation.

Dated this day of [ ]

Signed for and on behalf of the Tenderer:

Signed:

Position/Status:

Company Name/Address:

Signed for and on behalf of the Tenderer:

Signed:

Position/Status:

Company Name/Address:

**Appendix 3**

**Confidentiality Undertaking**

To: **NSAH (Alliance Homes) Limited**

Re: **Supply and installation of office furniture to Weston Court**

We declare and accept that we shall not during the tender for the above Programme or at any time thereafter disclose to any person (except as may be required or permitted by law) the tender documents or any information contained thereon or subsequently provided to us by Alliance Homes Group or on Alliance Homes Group behalf in connection with this tender, all of which information shall be deemed to be confidential.

We further declare and agree that:

1. We will use such information only for the purposes of preparing our tender submission and shall promptly return to Alliance Homes Group un-copied, the Tender Document and other information provided to us in connection with the tender if subsequently we are unable to tender or having tendered our tender is not successful.

2. We shall neither dispose nor part with possession of any confidential material provided to us by Alliance Homes or prepared by us pursuant to the Tender, save where the disclosure of such confidential information is essential for the procurement of a Performance Bond or an insurance quotation pursuant to the Tender.

3. We shall not and shall ensure that any person employed by us or acting on our behalf does not divulge to any third party any information which comes into our or their possession in the course of performing the Framework or any Order under the Framework or submitting the Tender.

4. We declare that we are and shall remain registered under the Data Protection Act 1984 or the Data Protection Act 1998.

5. We shall indemnify Alliance Homes against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach by us of this undertaking.

Signed for and on behalf of……………………………………..……………………………………

………………………………………………………..

Director/Secretary

Dated………………………………………………….

**Appendix 4**

**Anti-collusion certificate**

**To: NSAH (Alliance Homes) Limited**

**Re: Supply and installation of office furniture to Weston Court.**

**Anti-collusion**

The essence of selective tendering is that Alliance Homes Group shall receive bona fide competitive tenders from all firms 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 returnable 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.

Signature ….............................................................................

On Behalf of: …………………………………………………

(Full Name of Supplier)

Address: ….................................................................

….................................................................

Date …................................................................