

**INVITATION TO TENDER**

**WANDLE HOUSING ASSOCIATION LTD**

**TENANCY SUSTAINMENT SERVICE 2017-18**

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**PART ONE - BACKGROUND**

1. **Statement of Purpose**

This is the Wandle Housing Association Invitation to Tender for our Tenancy Sustainment Service (TSS).

1. **About Wandle**

Our aim is to provide the best services to our residents, to create places where people want to live and to develop meaningful partnerships that not only build new homes, but that can help us to become a dynamic, flexible, responsive organisation. Our corporate plan – The Road to 2020 – outlines how we aim to achieve this through the delivery of unique offers that meet the needs of local people, places and organisations which have a stake in the community. The corporate plan can be found at <http://www.wandle.com/corporate-plan>.

We are committed to improving the economic, social and environmental well-being of our residents by providing relevant support services and access to opportunity wherever possible.

**3.1 Stock**

Wandle is a social landlord that owns and manages around 7,000 homes (more than 5,000 of which constitute social housing) across nine boroughs in South London – Lambeth, Southwark, Wandsworth, Merton, Kingston, Sutton, Croydon, Lewisham and Bromley. The number of homes in each borough is:

Bromley 91

Croydon 1,351

Kingston Upon Thames 113

Lambeth 598

Lewisham 304

Merton 1,429

Southwark 1,328

Sutton 260

Wandsworth 1,685

A map of our stock is included at Appendix 9.

Our stock is characterised by relatively dispersed, low density housing schemes and is located in areas that can report high levels of social deprivation and rental arrears. In light of various changes in government policy, including social housing rent decreases and Welfare Reform, Wandle is revising its financial support offer to focus on tenancy sustainment.

1. **Community Investment**

The Community Investment team strives to improve the quality of life, and enhance the opportunities for, our residents. We offer a range of projects around employment, enterprise and skills, digital and financial inclusion, and engagement, health and wellbeing.

Wandle is refocusing its financial inclusion provision from crisis management to tenancy sustainment and is seeking proposals that enhance our residents’ financial capability and resilience. This includes proactive investment in the pre-tenancy and early tenancy phases as well as providing practical and meaningful support during the first 12 months of a tenancy and beyond. In addition we are looking to support residents that have transitioned to Universal Credit.

**3.1 Existing financial inclusion offer**

We currently offer a suite of digital and financial support programmes that will complement the Tenancy Sustainment Service (TSS), and into which the TSS will act as a key referral route, including:

* **Energy advice**

We offer residents advice on lowering household bills and improving comfort and installed small devices such as carbon monoxide detectors, radiator panels, energy monitors and water saving showerheads to increase warmth, reduce condensation and mould, and cut water and energy use.

* **Hardship funds, foodbank vouchers and IT discounts**

We offer access to small grants and vouchers for furniture and appliances, foodbanks and IT hardware discounts for residents in need.

* **Digital training**

Online training courses that give residents the skills to do a range of things on computers and online, including banking, budgeting, searching for work, paying bills etc.

* **Debt advice**

Wandsworth CAB provide a debt advice service for our residents. This service provides intensive debt management services for tenants who are in unsustainable debt.

* **Welfare benefits team**

An in-house team who can provide advice or support on welfare benefits to residents.

We are also in the process of acquiring budgeting and affordability calculation tools, Entitled To and Squirrel, that will support our letting process and assist residents sustain their tenancies. The websites for these tolls can be found at <http://www.entitledto.co.uk/> and <https://squirrel.me/>.

We are aware of the financial challenges that our residents encounter and want to ensure that they have direct access to support and advice as both a preventative measure and a source of help in time of financial difficulty.

1. **External factors**

As a response to Welfare reform and the impact these changes will have on our residents, it is important that our residents have access to support and advice that safeguards against such changes and supports their tenancy and general wellbeing.

**Universal Credit**

The Government’s focus on increased austerity measures will hit those furthest from the housing and employment markets. With Universal Credit, the under occupation penalty (Bedroom Tax), pay to stay (now voluntary) and a drive towards homeownership are particular issues. In addition to the announcement that Housing benefit will be capped for social housing residents at Local Housing Allowance (LHA) levels. Whilst our rent setting policy caps rents at the LHA level it is of particular concern to residents under 35 years of age who have LHA limited to a single room rate.

The TSS will need to engage with residents on Universal Credit with arrears of £500 or less, this is currently around 100 people, and those on those impacted by the Local Housing Allowance (LHA) cap. Our current number of residents on Universal Credit is 200.

1. **Summary of required service**

Wandle is seeking a Tenancy Sustainment Service that improves our residents’ financial resilience. Through a one to one service, group training, access to tools (including online), residents must be able to receive support regarding money management and improving their financial resilience.

The service will be delivered face to face, online, via telephone and any other suitable methods available, and will include a significant focus on training frontline Wandle staff in delivering aspects of the service. It will adopt a proactive and preventative approach, to develop financial resilience and achieve greater tenancy sustainment among our residents. To achieve this, the supplier will provide a range of money management tools and advice on numerous topics relating to budgeting, saving and income maximisation. The service will also provide staff training to upskill Wandle’s internal resources enabling them to deliver aspects of the service and enhance the knowledge of our contact centre to ensure queries are resolved ‘right first time’.

With an increasing reliance on (and convenience of) online platforms, we are also looking to enhance our digital support for residents and increase access to online financial products and services. The offer will be made available via the Wandle website and will include details of external support services, learning and development opportunities to improve money management skills, household energy advice, access to local food banks and information on banking and affordable loans. The supplier will also be required to research develop and refer residents to free information, advice, charities, and programmes to be included on Wandle website.

The service will link residents to relevant Wandle teams for further support to avoid duplication. We have a dedicated Welfare Benefits Team and a team of Income Officers. The service is to refer residents to the Benefits Team where a benefit advice/support need is identified, and must ensure residents are communicating with their Income Officer in the first instance as well as referring residents to the debt advice service when in rent arrears.

|  |  |
| --- | --- |
|  | **PART TWO - TENDER PROCESS** |
|  | Definitions  |
|  | Wandle meansWandle Housing AssociationBidder(s) means those suppliers submitting a tender response*ITT* means Invitation to Tender*TAF*  means Tender Acknowledgement Form SS |
|  | **Statement of Purpose** |
|  | This document is the ITT for our Tenancy Sustainment Service. |
|  | The information provided by bidders in response to this document will be used by Wandle to select those organisations that will be invited to interview. |
|  | **Timescales**  |
|  | The following are target dates:* Invitations to tender issued – 29 March 2017
* Deadline for return of Tender Acknowledgement Form – 6 April 2017
* Deadline for queries – Close of business on – 6 April 2017
* Deadline for return of tenders – 13 April 2017
* Interviews – 18 April 2017
* Sign off on successful bidders / notification to bidders – week commencing 24 April 2017
* Award of contract – week commencing 24 April 2017
 |
|  | Wandle reserves the right to amend timescales due to unforeseen circumstances. In the event of timescales being revised all bidders will be notified in advance. |
|  | **Content of Tender Submissions**  |
|  | Tenders must be completed as per the instructions within this document. Tenders not completed as requested may be eliminated from the process.Bidders are requested not to issue unsolicited additional information with their Tender, as such information will not be considered by Wandle in selection of the preferred supplier and may lead to elimination from the process. |
|  | **Analysis of Submitted Tenders** |
|  | The returned documents shall be opened in accordance with Wandle’s procedures. The completed forms will be collated and checked again for accuracy of submission and the priced element shall be formally recorded. Bids will be checked initially for compliance with this ITT and for completeness. Clarification may be sought from bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant with this ITT may be rejected. |
|  | **Grounds for Exclusion from the Process**  |
|  | Wandle will exclude any bidders from the tender process who satisfy any of the pass/fail criteria for rejection.  |
|  | **Communication**  |
|  | Bidders are able to seek clarification or explanation of the ITT, if necessary. Any questions about the procurement process should be submitted by e-mail to the contact email procurement@wandle.com. |
|  | All queries will be responded to within 24hrs. All questions and answers (where appropriate and in a suitably anonymous form) will be distributed within 48hrs.  |
|  | **Tender Acknowledgment Form** |
|  | The Tender Acknowledgment Form (TAF) is attached in **Appendix 1** of the ITT. This form must be returned by 6 April 2017by all applicants who wish to submit a completed tender. |
|  | Wandle reserves the right to eliminate any bidder that does not return the completed TAF by the date above |
|  | **Submission**  |
|  | You are required to submit one paper copy of your response to all questions and pricing submission to procurement@wandle.com before 5pm on 13 April 2017. |
|  | **Qualitative Questions** |
|  | Some questions in the Tender Response Form have been given a suggested word limit. Where this limit has not been given, bidders should ensure that their response is of a reasonable length. Any response substantially in excess of the suggested limit may not be read past the limit. Responses may include appendices where necessary. |
|  | **Conditions of Tendering**  |
|  | All conditions of tendering are outlined in **Appendix 10.** Please ensure you read and understand these conditions  |
|  | **Scoring** |
|  | Scoring will be awarded on a 0-5 basis applied as follows:Score Description* **5 Excellent** – exceeds all requirements, well supported with comprehensive detail.
* **4 Very good** – meets all requirements. No errors, risks weaknesses or omissions.
* **3 Good** – meets most of the requirements but does not exceed in any area.
* **2 satisfactory** –provides satisfactory response, includes some minor errors, risks, weaknesses or omissions
* **1 Poor** – significantly fails to meet requirements. Includes major errors, risks, weaknesses or omissions which are difficult to accept.
* **0 Nil** - No response or irrelevant, failed to answer the question
 |
|  | **Each question will also carry a weighting shown in brackets after the question text, that will be applied to the score given by multiplying the score and the weighting.** |
|  | **Evaluation Team** |
|  | The evaluation team is likely to consist of * At least one member of the Community Investment Team.
* At least one member of the Procurement team.
* Income Manager

Wandle reserves the right to change the members of the evaluation panel as it sees fit, according to availability of staff members etc.  |

|  |  |
| --- | --- |
|  | **PART THREE – CRITERIA FOR ASSESSING SUBMISSIONS** |
| 1 | **Criteria for Assessing Tender Submissions**  |
| 1.1 | The selection and appointment of the successful contractor shall be based upon a three stage process, as follows: * Stage 1 Responses to the pass/fail questions
* Stage 2 Analysis of the submitted tender/s
* Stage 3 Interview
 |
| 2 | **Stage 1 – Critical List**  |
| 2.1 | Your bid will be evaluated against the responses to the pass/fail questions. Any failure of the requirements will result in your submission not being progressed. |
| 3 | **Stage 2 - Analysis of Submission** |
| 3.1 | The high level evaluation criteria is based on the Most Economically Advantageous tender(s). This is as follows: |
| 3.2 |

|  |  |  |
| --- | --- | --- |
| **Section**  | **Weighting**  | **Sub – Weighting**  |
| Price  | 40% | Pricing Matrix |
| Quality | 40% | Sub-Weightings are listed against each question |
| Interview | 20% |  |
|  |  |  |

 |
| 3.3 | At the end of the first stage of the tender, the evaluation team will select the number of contractors to progress to the next stage, based on the spread of scores. Our intention is to take at least two up to five suppliers through to interview***,*** unless a clear and obvious breakpoint in the scoring makes it more realistic to allow a different number than this to progress. Any contractor scoring lower than the required score (which will be determined by a clear and obvious breakpoint) or where pricing is considered unsustainable, will be eliminated from the tender. Where the latter is the case, you will be given the opportunity to justify your pricing prior to any exclusion. No view shall be taken on elimination of contractors until the first stage is concluded. |
| 4 | **Stage 3 – Interview (20% of the award criteria)**  |
| 4.1 | This will be the evaluation team interviewing the team that will be undertaking the review and assessing their experience and asking for clarification on the proposed approach.  |
| 5 | **Stage 3 – Contract Award**  |
| 5.1 | It is anticipated at this stage that suitable contractors will be identified from the scores achieved over the three stages of the tender. However, please be aware thatWandle is not bound to accept any of the tenders submitted. **If there are concerns over any aspects of a bidder’s response, we reserve the right to choose the next best placed bidder. Any concerns will be notified to the bidder in advance of any decision, to allow that bidder the opportunity for further clarification.**  |

 **PART FOUR – THE SPECIFICATION**

**1 Requirements**

Wandle is seeking a Tenancy Sustainment Service that improves our residents’ financial resilience. In doing so, the service will provide practical support to both Wandle and our residents during the letting and early tenancy phases to ensure that people are housed in homes they can afford and have practices in place that secure rental payments.

It is important that our residents are able to access support to manage their finances. Rent arrears are the primary cause for possession claims in social housing so we are seeking a service that establishes proactive measures to ensure residents do not fall behind in their rent. The service should work to increase the financial wellbeing of our customers and the level of support offered by Wandle staff, thereby preventing voids and rent arrears.

The service will be delivered through one-to-one, group and online platforms, and will enable residents to receive information, advice and guidance on money management matters (excluding debt management) including:

* Affordability calculations
* Budgeting and prioritising
* Accessing affordable loans and banking
* Direct rental payments (for example for residents on Universal Credit)
* Reducing bills
* Maximising income.
* Referrals to the Welfare Benefits Team, Community Investment and other relevant Wandle services.

It is anticipated that creative engagement and technology will play a central role in the delivery of this service, and that it will also include the training of Wandle staff to assist residents with the above directly.

**Note: Wandle currently has a debt advice service (DAS) that provides advice on similar topics to those listed above during the debt management process. All debt cases, including emerging debt cases, are to be referred to DAS.**

**2 Toolkit**

Wandle is in the process of purchasing budgeting and affordability calculation tools, Entitled To and Squirrel, that will support our letting process and assist residents sustain their tenancies.

The supplier will be required to utilise the following tools to assist and train residents:

* Entitled To (online benefits/financial calculators):
	+ Affordability calculator
	+ Benefits calculator
	+ Budgeting Tool
	+ Better off calculator
	+ Welfare Reform calculator
* Squirrel (a savings and budgeting app).

The supplier will also be required to develop additional money management and behaviour change guides and tools to be made available on Wandle’s website. These may cover a range of money management topics including savings, reducing living costs (such as energy and bill switching services), affordable loans, and income maximisation topics, and may include webinars/use of technology to maximise value for money and link to local Credit Unions and organisations that provide financial services or advice for free. This will include national services as well as local offers available in each of our boroughs.

**3 Delivery**

We are also seeking a service that demonstrates innovation and best practice in delivering financial capability support. Proposals should highlight resident engagement and how the service will be accessed, monitored, and its impact measured. Suppliers will be required to propose their delivery approach however we are anticipating that the service will include:

* **Staff training**

The service should train Wandle staff to provide advice to residents on money management savings/income maximisation tools/techniques. This will include training contact centre staff on calculating benefit payments and arrears balances at the call stage and assisting residents with how to use Entitled To and Squirrel. Ensuring all staff have adequate understanding of the LHA cap and its implications.

* **Direct contact methods (not face-to-face)**

The service may include a dedicated telephone number and/or webchat that residents can access to discuss money management matters and obtain advice and guidance on budgeting and saving, banking (including accessing affordable loans), benefits entitlements, using affordability calculators, reducing bills, maximising income and other Community Investment offers. This could be linked to our Customer Service desk and may eventually be delivered in house at Wandle following staff training.

* **Face-to-face support**

The service will provide one-to-one personalised meetings with residents on money management and income maximisation. This will be driven systematically through the sign-up process and contact with residents on Universal Credit but will also be offered on an ad-hoc basis for existing tenancies. All new sign-ups will have the opportunity to meet an advisor face-to-face within the first two months of the tenancy. The intention of this is to establish financial practices that achieve greater financial capability for the resident. The meeting will run through financial capability tools and topics listed throughout this tender. We currently process around 250-300 new tenancies per year.

Activities / key questions that may be raised during face-to-face visits:

* + Benefits
		- Carry out a benefit entitlement check utilising Entitled To (if not undertaken by the Neighbourhood Officer or Income Officer).
		- Refer resident to Wandle’s Welfare Benefit team to address any issues regarding receipt of Housing Benefit or UC Housing Element if required.
	+ Rent account
		- Check they have an Allpay payment card and if not, refer to Wandle Income Team
	+ Banking and loans
		- Do they have a bank account – if not provide information on assist
		- Do they have a POCA (post office card account)? If so explain its limitations
		- Explain benefits of Credit Union and refer to local branch
		- Explain consequences of using payday lenders, doorstep lender or loan sharks
	+ Utilities
		- Do they have utility debts? Provide advice on grants and trust funds and refer to the Debt Advice Service
		- Explain opportunities to save money on utilities and refer to relevant schemes such as Thinking Works, Watersure/Water Direct schemes, Thames Water
		- Register for smart metering
		- Energy switching options
	+ Insurance
		- Advise tenants benefits of taking out home contents insurance, explain consequences of not having it
		- The NHF have a reasonably priced product we used to promote <http://www.thistlemyhome.co.uk/>
	+ Signing up to Squirrel
		- Assist residents sign up to the Squirrel (<https://squirrel.me/>) through one-to-one support around identifying expenditure and developing a budget as well as explaining the security of the app, its benefits, how it works and how to use it. This may be delivered via webchat, phone, group or face-to-face training. We are targeting 200 signs up in 2017-18.
	+ Using Entitled To
		- Assist residents with tools in the Entitled To toolkit (including the Affordability Calculator, Benefits Calculator, and Budgeting Tool).
* **Online tools/guides**

The service will ensure that leading online tools are made available on Wandle’s website. This will include details of external support services, learning and development opportunities to improve money management skills, household energy advice, access to local food banks and information on banking and affordable loans. The supplier will also be required to research, develop and refer residents to free information, advice, charities, and programmes to be included on Wandle website. This may also include online mechanisms for engaging with residents such as webchat.

In addition, the service will be required to:

* Refer residents to other relevant Community Investment services where appropriate.
* Demonstrate suitable safeguarding / health and safety policies when working face to face with residents.

The prospective service must be developed to link in with Wandle’s customer service directorate, ensuring customer throughput/engagement can be managed appropriately, with customers referred to the most appropriate staff member first time.

**4 Outcomes and outputs**

**Outcomes**

* Increased financial capability within Wandle residents, including maximising income by identifying benefit entitlements and pursuing grants, and reducing expenses (such as utility bills) where possible.
* Improved support for customers to access other appropriate financial services (such as banking facilities).
* Reduction in rent arrears and annual voids.
* Increased capacity of Wandle staff to assist tenants with financial matters including the use of various tools and signposting.
* Referrals and signposting of residents to Wandle’s Community Investment offer, including online training, employment, and wellbeing programmes.
* Referrals to other Wandle teams including the Resident Support Team, Income Team for support with rent arrears, Welfare Benefits Team for specific advice on benefit entitlements and assistance in claiming benefits.

**Outputs**

* 200 residents assisted with face to face meetings.
* 200 residents signed up to Squirrel.
* 300 residents referred to other Community Investment offers such as DAS and Love London Working.
* Online tools and information made available and Wandle’s website.
* Wandle frontline staff able to deliver aspects of the service after 12 months.
* Reporting mechanisms established where possible to track Wandle residents utilising external services.
* 200 residents reporting an increase in financial capability.

**5 Measuring Impact**

Wandle utilise the HACT’s social value well-being bank, and use this methodology to calculate the social value of our work. The toolkit enables a monetary (social) value to be applied to each intervention provided to our residents.

Through the financial management service we will be creating social value within our communities and the toolkit will ensure that this work and its subsequent impact is captured and conveyed through a method which is now common among social housing providers.

The toolkit offers a range of concise surveys, which are designed to match the potential outcomes with its respective monetary value. Within this, is a Financial Inclusion survey. The survey will need to be completed by residents upon first point of contact, and then repeated again after intervention has been provided/received. Please see Appendix 8 for example of the survey.

The successful bidder will be expected to embed this within their reporting processes to ensure that the social impact can be reported consistently. Please be advised that further discussions around the HACT toolkit can be held following tender process. Further information can also be found at www.hact.org.uk.

Service monitoring and feedback to Wandle are key areas to help us steer this theme area. Proposals should clearly outline how interventions will be measured, evidenced, recorded and fed back to Wandle.

**6 Reporting**

There will be a CIO (Community Investment Officer) acting as the central contact for the TSS. This contact will liaise with the successful suppliers and oversee the process. The supplier will be required to provide monthly reports to the CIO outlining:

* Number of referrals
* Number of residents assisted, and in what ways
* Number of residents referred to other Community Investment programmes
* Number of residents accessing online materials
* Any other relevant achievements during the period.

The CIO will work with other internal staff/teams to form a steering group, allowing influence from relevant sections of the organisation to ensure customer service and business objectives are integrated into delivery of the service. The CIO will work with the successful supplier to develop and deliver a programme that meets the diverse needs of our tenants.

The service will need to engage residents referred through various teams within Wandle and work effectively alongside the following staff members to offer support for customers presenting financial support needs: Income Officers, Resident Support Officers, Neighbourhood Officers and the Welfare Benefits Team.

Customer services will generally be the first contact point for residents, and they will be largely responsible for referring residents to the service. The successful supplier is to create opportunities to raise awareness and take up of service, such as partnership with customer services to deliver local offers and promotional materials.

**6 Contract terms**

**Please see Appendix 10.**

|  |  |
| --- | --- |
|  | **PART FIVE – BID REQUIREMENTS** |
|  | Bidders are asked to provide their tender submission in the order as detailed below and only provide the information requested and within the length prescribed. Please structure your submission clearly and in the same order as the questions below. Submissions should be provided in font no less than size 12. **Award Criteria**The award criteria is based on Price (40%), Quality Questionnaire (40%), and Interview (20%). **Pass / Fail and for informational only.****1. Insurances (pass/fail)**Please provide details of your organisations Public Liability Insurance, including the policy number the extent of cover, and the expiry date. A minimum cover of £1 million is required. Please provide details of your organisation Professional Indemnity Insurance including the policy number, the extent of the cover and the expiry date. A minimum over of £1 million is required. **2. Detail of Staffing Structure (for information)**Please provide details of the proposed staffing structure, including summary CVs showing experience in the relevant areas. This should also include detail of the proposed contract manager.**3. References (for information)** Please confirm you have experience in providing similar services for similar organisations in the past two years. Provide details for three of your clients who we can approach for references.**4. Data Protection (pass/fail)**Please confirm you have in place processes for data protection that meet or exceed British standard 1001:2009 the standard for personal information. **Price (40%)****Please complete the pricing matrix in Appendix 7.**The total price will be assessed by using the following methodology:The lowest tenderer = 40% All other tenders will be allocated a mark through use of the formula below:The lowest cost                                 x 40The tendered cost of another supplier |
|  | **Quality Questionnaire (40%)** |
|  | 1. **Staff training (10%, limited to 2 A4 pages)**

Please give details of your experience delivering staff training and how you measure effectiveness. 1. **Reporting (5%, limited to 1 A4 page)**

Please give details how you monitor and report on your service, quantifying the value of the service. 1. **Engagement with Residents – (5%, limited to 1 A4 page)**
 |
|  | We want the service to be widely communicated with residents through our sign-up and settling-in visits (which may be jointly conducted by Wandle and the successful bidder) and are looking for a strong uptake. Please outline your engagement strategy with a wide and diverse audience, including proactive approach to increasing use of service among residents. This should be supported with detail on how you would propose to communicate with Wandle throughout the process and report on uptake. |
|  | 1. **Delivering Success – (10%, limited to 2 A4 pages)**
 |
|  | We have a diverse South London tenant population. We recognise that some tenants might be difficult to engage with. Please detail your experience delivering these services in the last three and describe to us what approaches and methods are you going to bring. Furthermore, please provide an overview of the different types of access to the service and give details of any innovative approaches. |
|  | 1. **Additional Support / Advice Materials – (5% limited to 1 A4 page)**
 |
|  | Please provide information on any additional tools or materials that might be used and provide an overview of how they are used in ensuring success  |
|  | 1. **Customer Satisfaction – (5% Limited to 1 A4 page)**
 |
|  | To ensure the residents are satisfied with the services that are being provided we would like the successful supplier to monitor satisfaction levels, please propose as to how you would go about this? |

**Appendix One**

**Tender Acknowledgement Form**

**2017 – Tenancy Sustainment Service** Return by e-mail to procurement@wandle.com

……………………………………………. (Bidders name)

Intend to bid Will not bid

|  |  |  |
| --- | --- | --- |
|  |  |  |

(please tick one of the above boxes)

The following information must be completed:

Contact Name:

Contact Address:

Telephone:

Contact:

E-mail:

**Appendix 2**

**FORM OF TENDER**

For the attention of:

Jesse McDonald

Wandle

2nd floor, Minerva House

3-5 Montague Close

London

SE1 9BB

Dear Sirs

**Tender for: WANDLE TENANCY SUSTAINMENT SERVICE**

Having examined the Invitation to Tender dated INSERT and the documents detailed therein:-

We confirm that we have fully satisfied ourselves as to the nature of the requirements of Wandle.

We hereby offer to supply the **services**in accordance with your Invitation to Tender (ITT) and its enclosures:

* Instructions to tenderers
* Form of Tender (including certificate of tender)
* Specification
* Pricing Document
* Form of Contract
* (ADD AS PER RFB/ITT)

Our Tender Sum (Excluding VAT) in figures is;

£

Tender sum (Excluding VAT) in words is;

In the event that our tender is accepted we undertake to execute a formal contract with Wandle embodying all of the terms and conditions contained within this offer. Unless and until a formal agreement is executed, this tender, together with Wandle’s written acceptance of it shall constitute a binding contract between us.

We agree to abide by our tender for a period of 90 days fixed from the lodgement date of tenders.

We understand that Wandle are not bound to accept the lowest or any tender received nor give a reason for the rejection of any tender. We accept that any costs incurred in Tender preparation will not be reimbursed by Wandle.

We understand that this shall be deemed to be our only and final offer and unsolicited re-tenders shall not be considered.

We confirm that the person whose signature is appended to this tender is a duly authorised signatory of our company and has full and formal legal authority to sign this tender on behalf of our company.

We understand that is our tender is accepted we shall be reimbursed for the goods, services or works in accordance with the terms and conditions of the contract to be executed between us.

**Certificate of Tender**

We certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender in accordance with any other person, body or association.

 Authorisation

Signed:

Name (Print):

Title:

For and on behalf of:

Date:

Full Address, including postal code, to which all communications relating to the tender should be dispatched:

Telephone number:

Email:

List of Documents included with this form of tender:

**Please confirm whether your company is a Small or Medium Enterprise (SME)**

The main factors determining whether a company is an SME are the number of employees and either turnover or balance sheet total.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Company category**  | **Employees**  | **Turnover**  | or | **Balance sheet total**  |
| Medium-sized | < 250 | ≤ £41 m | ≤ £35.2 m |
| Small | < 50 | ≤ £8.2 m | ≤ £8.2 m |
| Micro | < 10 | ≤ £1.7 m | ≤ £1.7 m |

I confirm that the company stated above is:

1. Micro
2. Small
3. Medium
4. Large

*(please strike through all but one of the above)*

**Appendix 3**

**Anti-Collusion Certificate**

**Wandle Housing Association – 2017 – Tenancy Sustainment Service**

The essence of the procurement process is that Wandle Housing Association shall receive *bona fide* competitive tenders from all bidders. In recognition of this principle we hereby certify that this is a *bona fide* bid, intended to be competitive, and that we have not fixed or adjusted the bid by or under or in accordance with any agreement or arrangement with any other bidder (other than a member of our own consortium). We have not and in so far as we are aware neither have any of our employees, consultants, advisers, agents, officers or sub-consultants:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of any bid or the conditions on which any bid is made; or
2. Informed any other person, other than the person calling for this bid, of the content of the bid, except where the disclosure was necessary for the preparation of the bid for insurance, for performance bonds and/or contract guarantee bonds or for professional advice required for the preparation of the bid; or
3. Caused or induced any person to enter into such an agreement as is mentioned in points (1) and (2) above; or
4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or
5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid any act or omission; or
6. Canvassed any other persons referred to in point (1) above in connection with the above tender or
7. Contacted any officer of Wandle Housing Association about any aspect of [insert contract details] tender except in a manner permitted by the Invitation to Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in points (1) to (7) above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting project for the [insert contract details] continues in force between us (or our successors in title) and Wandle Housing Association

In this certificate

The word “person” includes any person, body or association, corporate or incorporate and “agreement” includes any arrangement whether formal or informal and whether legally binding or not.

Signed: Signed

For and on behalf of: For and on behalf of

Dated Dated

**Appendix 4**

**Non-Canvassing Certificate**

**Wandle Housing Association – 2017 – Tenancy Sustainment Service**

I/we hereby certify that I/we have not canvassed or solicited any officer or employee of Wandle Housing Association in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we hereby further undertake that I/we will not in the future canvass or solicit any officer or employee of Wandle Housing Association in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf will do any such act.

Signed: Signed

For and on behalf of: For and on behalf of:

Dated Dated

**Appendix 5**

**Declaration of Interest**

**Wandle Housing Association – 2017 – Tenancy Sustainment Service**

You are required to make a declaration of interest in line with Schedule 1 of the Housing Act 1996 and in regards to ensuring the probity of any award decision made by Wandle Housing in relation to the above referenced contract requirement.

Whilst declarations must be made by Wandle Housing and it company’s employees, it is important that all businesses also declare any interests so that we may ensure that a contract award is not jeopardised. Where there are conflicts of interest Wandle requests that those persons are removed from the tendering project and robust procedures are in places to ensure no information is available to these persons during the bidding period. In circumstances where this may not be possible Wandle shall undertake an assessment of the risk, including the provision of legal advice by our solicitors.

It must be noted that in extreme circumstances it may not be possible to proceed with certain bidders.

Please confirm that you (the supplier) have not an interest and insofar as you are aware there is no interest that would cause a conflict, neither have any of your employees, relatives of your employees, consultants, advisers, agents, officers or sub-consultants.

Such conflicts of interest include:

1. Are a committee or board member of Wandle Housing Association or any of its subsidiary companies; or
2. Are closely related to an employee of Wandle Housing Association or any of its subsidiary companies; or
3. Have been employed previously by Wandle Housing Association or any of its subsidiary companies in the last 12 months; or
4. Are tenants or leaseholders of Wandle Housing Association or any of its subsidiary companies; or
5. Have a current or past relationship of a business or private nature with an employee of Wandle Housing Association or any of its subsidiary companies; or
6. Have contacted any officer of Wandle Housing Association or any of its subsidiary companies about any aspect of this procurement opportunity in a manner not permitted by the Invitation to Tender.

By signing this document you also undertake that you shall immediately inform Wandle Housing Association of any changes subsequent to the signing of this certificate.

Signed: Signed

For and on behalf of: For and on behalf of

Dated Dated

|  |  |
| --- | --- |
|  | **APPENDIX SIX – CONDITIONS OF TENDERING** |
| 1 | **Communication during tender period** |
|  | All queries are requested in writing so that they may be documented. Any questions or request for clarification deemed to be of material significance, both the query and the response will be communicated by e-mail to all bidders within 3 working days of receipt of the query in a suitably anonymous form for transparency reasons. |
|  | This is the only route for questions relating to the ITT; any other routes, including contacting Wandle’s staff direct, shall disqualify the bidder from the processBidders are asked to include within their tender submission a single point of contact in their organisation. Wandle shall not be responsible for contacting the bidder through any route other than the nominated contact. The bidders must therefore arrange appropriate cover for holidays, absence etc and undertake to notify any changes relating to the contact promptly. |
|  | All correspondence must carry the reference. Although every effort will be made, Wandle accepts no liability for unanswered correspondence which does not clearly carry the reference stated above and uses the correct communication channels.  |
|  | All queries are requested in writing so that they may be documented. Responses to questions / requests for clarification will be answered directly to the inquiring bidder. Any question or request for clarification deemed to be of material significance, both the query and the response will be made available to all potential bidders via a questions and answers document. This document will be posted by direct email to those taking part and communicated in a suitably anonymous form. It is the bidders responsibility to review this document.  |
|  | Bidders have been asked to include within their ITT submission a single point of contact in their organisation for their response to TAF. Wandle shall not be responsible for contacting the bidder through any route other than the nominated contact. The bidders must therefore undertake to notify any changes relating to the contact promptly to Wandle, but notifying the procurement department in accordance with above.  |
| 2 | **Amendments to the tender** |
|  | Wandle reserves the right to issue amendments or modifications to this ITT. These will be issued to all bidders simultaneously and bids will be assumed to take account of any such modifications and amendments. The bidding time will be extended to accommodate amendments that affect submissions, if necessary |
| 3 | **Submission of the tender Document**  |
|  | Submissions must be made using a covering Form of Tender as provided in the ITT **Appendix 2.**  |
|  | Any electronic copy of the tender documentation arriving before or after the dates advised shall be disregarded and the submission null and void.  |
|  | Before short listing it may be necessary for Wandle to seek clarification of particular details in any submission.  |
| 4 | **Grounds for Exclusion** |
|  | Wandle shall exclude any bidders from the tender process who satisfy any of the criteria for rejection set out in Regulation 23(1) of Public Contracts Regulations 2006. A copy of these are available on request.  |
|  | Wandle shall exclude any bidders from the tender process who in the course of this tender process have attempted bid rigging or cover pricing activities. |
|  | Wandle shall exclude any bidders from the tender process who, in the course of this tender process have made any offer of gifts, hospitality, donations, offers and inducements to Wandle Staff. |
|  | Wandle may exclude bidders from the tender process if * Being an individual, they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject or proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in a national legislation or regulations;
* They have been convicted of a criminal offence concerning the conduct of their business or profession;
* They have been guilty of grave professional misconduct in the course of their business or profession;
* They have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with legal provisions of the country in which they are established

They are guilty of serious misrepresentation in providing any of the information required by this ITT. |
| 5 | **Bid Requirements**  |
|  | Bidders are asked to provide their submission in the order as detailed in point 1, organisational information and to provide only the information requested, within the length prescribe. Submission should be provided in minimum font size 12  |
|  | Where the tender refers to UK legislation, codes of practice or standards etc bidders based outside the UK should attempt to answer each question substituting where relevant the appropriate equivalent legislation, code of practice, standard trade body or association etc which are applicable with their domestic jurisdiction.  |
|  | Where a sub-contracting approach is proposed, all information requests should be given in respect of the Principle Contractor. Relevant information should also be provided in respect of subcontractors who will play a significant role in the delivery of services under any ensuring contract.  |
|  | Wandle may ask for further information at any point up to the entry into a contract with an applicant to satisfy itself that the bidders continue to qualify. Failure to provide such information may lead to the bidder being disqualified from further consideration.  |
| 6 | **Right to Reject Bids**  |
|  | The issue of this ITT in no way commits Wandle to enter into the contract or any other agreement whosoever. Wandle is not bound to accept any bid and reserves the right to reject any bid either in whole or in part.  |
|  | Wandle reserves the right to reject any or all of the responses received and discontinue the bidding process and / or reject any incomplete or incorrectly completed responses and / or reject. Bidders who breach the procurement process as advised.  |
| 7 | **Costs**  |
|  | Wandle will not be liable for any costs incurred by bidders in preparing their tenders for this project. Wandle are unable to enter into any discussion over the budget available for the individual contracts available.  |
| 8 | **Gifts and Hospitality**  |
|  | Any offer of gifts, hospitality, donations, offers or inducements shall not be made by you to Wandle staff during this tender process.  |
| 9 | **Accuracy of Information and Liability of Wandle and its Advisers** |
|  | The information contained in this ITT has been prepared by Wandle in good faith but does not purport to be comprehensive or to have been independently verified. Wandle does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.Bidders considering entering into a contractual relationship with Wandle should make their own enquiries and investigations of the Wandle requirements. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed agreement.Nothing in this ITT is, or should be relied upon as a promise or representation of future work and Wandle does not undertake to provide bidders with access to any additional information or to update the information in this ITT or to correct any inaccuracies that may become apparent. Wandle reserves the right, without prior notice, to change the procedures outlined in this ITT or to terminate discussions and the delivery of information at any time before entering into the Contract. |
|  |  |
| 10 | **Non – Collusion**  |
|  | Any bidder who, in connection with the competition for the selection of bidders for inclusion in the Contract:* fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other bidder;
* enters into any agreement or arrangement with any other bidder to refrain from making a bid or to alter, in any way the content of any bid to be submitted;
* causes or induces any person to enter into any such agreement as referred to in the paragraphs above or to inform any other bidder of the content of any other bid for inclusion in the Contract;
* 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 persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for inclusion in the Contract; or
* communicates to any person (outside its consortium, its professional and financial advisers other than Wandle or any person duly appointed by Wandle) the content of its proposed bid will be disqualified (without prejudice to any other civil remedies available to Wandle and without prejudice to any criminal liability that such conduct by a bidder may attract) from further participation in the competition for inclusion in the Contract. Bidders are required to return with their bid the Anti-Collusion Certificate set out in **Appendix 3**
 |
| 11 | **Copyright**  |
|  | The copyright of this ITT is vested in Wandle and may not be reproduced, copied or stored in any medium without the prior written consent of Wandle. This ITT and any document issued to bidders supplemental to it shall remain the property of Wandle and shall be returned upon demand.  |
| 12 | **Publicity**  |
|  | Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the contract, any publicity activity with any section of the media in relation to the Contract other than the prior written consent of Wandle (in relation to the form and content of the proposed publicity)  |
| 13 | **Confidentiality**  |
|  | Subject to the exceptions referred to below, the information in this ITT is made available by Wandle on condition that bidders shall:* at all times treat such information as confidential;
* not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and
* not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for inclusion into the Contract
 |
|  | Notwithstanding the conditions referred to in the paragraph above, bidders may disclose, distribute or pass information to another person if:* done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this ITT; or
* Wandle gives its prior written consent in relation to such disclosure, distribution or passing of information
 |
|  | Wandle may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. Wandle also reserves the right to disseminate information that is materially relevant to the Contract to all bidders, even if the information has only been requested by one bidder. Wandle will act reasonably as regards the protection of commercially sensitive information relating to the bidder |
|  | Wandle will treat all information received from bidders as private and confidential. Unsuccessful tenders received will be held on file for a minimum of two years while successful bids will be held on file for the Contract duration. |
|  | Bidders must highlight within the tender any potential conflict of interests. Any interests not declared may lead to the bidder’s elimination from the process |
| 14 | **Competition Law** |
|  | Contractors are required to comply with the Organisation for Economic Co-operation and Development (OECD) Anti-Bribery Convention and any relevant national legislation. The mission of the OECD is to promote policies that will improve the economic and social well-being of people around the world by reducing corruption in developing countries by encouraging sanctions against bribery in international business transactions carried out by companies based in the Convention member countries.Further information on the OECD can be located on their website: [**www.oecd.org**](http://www.oecd.org/)**.** |
| 15 | **Canvassing** |
|  | Any bidder who, in connection with its bid for inclusion in the Contract:* offers an inducement, fee or award to any representative of Wandle or any person acting as an adviser to Wandle in connection with the selection of bidders for inclusion in the Contract; or
* does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916, will be disqualified (without prejudice to any other civil remedies available to Wandle and without prejudice to any criminal liability that such conduct by a bidder may attract) from further participation in the competition for inclusion in the Contract. Bidders are required to return with their bid the Non- Canvassing Certificate set out in **Appendix 4**
 |
|  |  |
|  |  |
|  |  |

**Appendix 7**

**Pricing Matrix**

**Wandle Housing Association – 2017 Tenancy Sustainment Service**

|  |  |  |
| --- | --- | --- |
| **Support Type**  | **Number of clients** | **Price** |
| Advice via telephone  | 200 |  |
| Face to face advice  | 200 |  |
| Staff training | As per specification |  |
| Downloadable materials and guides | As per specification |  |
|  | **Total (excluding VAT)** |  |

Please insert the total figure above into your Form of Tender.

**Appendix 8**

**HACT Tenancy Sustainment Service Survey**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
|   |   |   |   |   |   |  |
| **Name/Person ID** |   | **Postcode** |   | **Date** |   |  |
|  |   |  |   |  |   |  |
|   |  **Age**  | under 25 | 25-49 | 50+ |   | Valuable answers |
|  |   |   |  |   |   |
| 1.       Do you save on a regular basis or just from time to time when you can? | *1.       Don’t know* |  |
| *2.       Yes, on a regular basis* | \* |
| *3.       From time to time* | \* |
| *4.       Other* |  |
| *5.       No or N/A*  |  |
|  |  |
| 2.       Do you currently owe any money or have debts to pay? (do not include mortgages or credit cards etc being paid off this month) | *1.       Yes* |  |
| *2.       No* | \* |
|  |  |
| 3.       If you are in debt, how much of a burden is that debt? | *1.       Heavy burden* |  |
| *2.       Somewhat of burden* | \* |
| *3.       Not a problem* | \* |
|  |   |
| 4.       In the last 12 months have you had any difficulties paying for your accommodation? | *1.       Yes* |   |
| *2.       No* | \* |
|  |  |
| 5.       Are the contents of your home insured against theft?  | *1.       Yes* | \* |
| *2.       No* |   |
|  |  |
| 6.       Do you have enough money to keep your home in a decent state of decoration? | *1.       Yes* | \* |
| *2.       No* |   |
|  |  |
| 7.       How well would you say you yourself are managing financially these days? | *1.       Living comfortably* | \* |
| *2.       Doing alright* | \* |
| *3.       Just about getting by* |  |
| *4.       Finding it quite difficult* |  |
| *5.       Finding it very difficult* |  |
|   |  |
| 8.       Do you have regular access to the internet? | *1.       Yes* | \* |
| *2.       No* |  |
|   |  |

**Appendix 9**

**Wandle Stock Map**



**Appendix 10**

**TERMS OF CONTRACT**

**1. Definitions and Interpretation**

For the purposes of the contract, except where expressly stated to the contrary, the following words shall have the following meanings;

Wandle means Wandle Housing Association

Wandle's materials means all materials, plant, machinery, equipment and any other items supplied to the supplier by Wandle

Contract means the documents described in the Form of Tender as forming the contract or, if there is no Form of Tender, the documents described as forming the contract in Wandle's written notification to the supplier of the award of the contract.

Contract price means the sum(s) to be paid by Wandle to the supplier under the contract

Supplier means the person(s), firm or company awarded the contract by Wandle and any modification thereof as may from time to time be provided or approved in writing to the contract by Wandle.

insolvent means if the supplier suffers any of the events set out in this definition as follows:

1. becomes bankrupt or makes a composition or arrangement with his creditors or has a proposal in respect of his company for the voluntary arrangements for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986; and/or
2. has an application made under the Insolvency Act 1986 in respect of his company to the Court for the appointment of an administrative receiver or administrator; and/or
3. has a winding-up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed; and/or
4. has a provisional liquidator receiver or manager of his business or undertaking duly appointed; and/or
5. has an administrative receiver or administrator as defined in the Insolvency Act 1986 appointed; and/or
6. has possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge; and/or
7. is in circumstances which entitle the court or a creditor to appoint or have appointed a receiver a manager or administrative receiver or administrator or which entitle the court to make a winding-up order; and/or
8. suffers any event analogous to the events set out in (a) to (g) (inclusive) in this definition, in any jurisdiction in which it is incorporated or resident

Personal data means personal data as defined by the Data Protection Act 1998, namely data which relate to a living individual who can be identified from those data, or from those data and other information which is in the possession of or is likely to come into the possession of Wandle and/or the supplier, and includes any expression of opinion about the individual and any indication of the intentions of Wandle or any other person in respect of the individual.

Processing means, in relation to personal data, obtaining, recording or holding the personal data or carrying out any operation or set of operations on the personal data, including:

 (a) organisation, adaptation or alteration of the personal data,

 (b) retrieval, consultation or use of the personal data,

 (c) disclosure of the personal data by transmission, dissemination or otherwise making available, or

 (d) alignment, combination, blocking, erasure or destruction of the personal data.

Propriety materials means all drawings, details, plans, specifications, schedules, reports, calculations, software and other work (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the supplier in the course of or as a result of performing the contract

Scope means the description of the activities to be performed in accordance with the contract and any modification thereof as may from time to time be provided or approved in writing to the supplier by Wandle.

Services means the execution of the scope in accordance with the contract including, but not limited to, the provision by the supplier of all necessary resources such as personnel, goods, materials, plant and equipment.

Site means the place(s) where the services are to be performed.

Statutory requirements means all relevant statutory requirements, codes of practice, regulations and permissions having the force of law and applicable to the contract.

**2. Designated Representatives**

(a) Wandle may by written notice to the supplier appoint a Wandle Representative who shall have the authority to act on behalf of Wandle on such matters in connection with the contract as shall be specified in such notice. Wandle may by further written notice or notices to the supplier revoke or amend the authority of Wandle Representative or appoint a new Wandle Representative.
(b) Subject to any limitations specified by Wandle in Clause 2 (a) the Wandle Representative may from time to time by written notice to the supplier delegate all or part of his authority to an assistant or assistants who shall be known as "Wandle Assistant Representatives(s)". The Wandle Representative may by further written notice to the supplier revoke or amend the delegated authority of any Wandle Assistant Representative or appoint a new Wandle Assistant Representative.
(c) The supplier may by written notice to Wandle appoint a Supplier Representative who shall have authority to act on behalf of the Supplier on such matters in connection with the contract as shall be specified in such notice.

**3. Performance Review**

Both parties agree to review the performance of the contract one month after written notice of commencement of the contract and then undertake further reviews at six monthly intervals until such time as Wandle may decide that a review or reviews are inappropriate.

**4. Assignment and Sub-Contracting**

(a) (i) The supplier shall not assign the contract in whole or in part of any benefit or interest therein without the prior written consent of Wandle.

 (ii) Wandle may assign or otherwise transfer the contract in whole or in part or any benefit or interest therein to any other party by written notice to the supplier.

(b) (i) The supplier shall not sub-contract the whole or any part of the services including sub-contracting for labour only, without the prior written consent of Wandle. If such consent is given it shall not relieve the supplier from any liability or obligation under the contract and the supplier shall be responsible for the acts, omissions, defaults or negligence of any sub-supplier, its agents, servants, or workmen as fully as if they were the acts, omissions, defaults or negligence of the supplier.

 (ii) If the consent is granted by Wandle under Clause 4(b) (i) the supplier shall ensure that all rights, duties and obligations that the supplier has under the contract shall be included in any contract that the supplier has with any sub-supplier.

**5. Quality of the Services**

(a) The services shall be carried out to the satisfaction of Wandle and the supplier shall use the standard of skill and care which is ordinarily exercised by experienced and competent suppliers performing services of a similar nature to the services. Where the services include the provision of goods, materials or plant, these shall be of merchantable quality and fit for their common or specified purposes.

(b) Wandle may at any time, subject to reasonable notice, inspect any part of the services

(c) Notwithstanding that the services or any part thereof have been the subject of any
instruction, review, approval, acknowledgement or inspection, the supplier shall not be relieved from any liability or obligation under the contract.

(d) If Wandle serves written notice advising the supplier of any deficiency in the services, which in the opinion of Wandle is attributable to the supplier, the supplier shall, without prejudice to Wandle's other rights, promptly remedy the deficiency in the services as required by Wandle. All costs of such remedy shall be borne by the supplier. If the supplier fails to remedy the deficiency promptly in accordance with Wandle's written notice, Wandle may remedy or cause to be remedied any deficiency at the supplier’s cost.

**6. Commencement**

The supplier shall commence the services either on the date for commencement of the services which is notified in writing at the date of the award of contract or otherwise on such date as shall be notified within a reasonable period thereafter by Wandle in writing. Thereafter the supplier shall without delay proceed with the services in accordance with the contract.

**7. Supplier's Personnel**

If Wandle shall at any time be dissatisfied for any reason with the performance of any person engaged in the carrying out of the services, the supplier shall, if Wandle so requires, cease to engage such person in the execution of the services and provide a competent substitute within 24 hours at no additional cost to Wandle.

**8. Variations**

(a) Wandle may from time to time during the services, until completion thereof in accordance with Clause 11, vary the scope. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in quality, form, character, kind, position, dimensions, level or line, and changes in any specified sequence method or timing of the services.

(b) If the supplier considers that any directions of Wandle vary the scope and/or will then or later reduce or increase the contract price, the supplier shall promptly notify Wandle in writing giving details thereof.

(c) Any adjustment to the contract price shall be determined in accordance with the rates/prices specified in the contract (if applicable). If the contract shall not contain such rates/prices then reasonable rates/prices shall be agreed by the parties and the supplier shall provide Wandle with whatever supporting evidence Wandle may reasonably require to enable such reasonable rates/prices to be determined.

(d) If (i) under Clause 8(b) Wandle does not agree that its directions vary the scope or will reduce or increase the contract price, or

 (ii) under Clause 8(c) rates/prices are not agreed between Wandle and the supplier.
Wandle shall notify the supplier in writing of its reasons.

Notwithstanding such disagreement the supplier shall, unless otherwise notified by Wandle, carry out such variations without prejudice to any of its other rights under the contract or at law.

(e) The supplier shall, when carrying out any such variations, be bound by the contract.

**9. Equality**

The supplier shall:

1. abide by all European and UK legislation and codes of practice relating to equality, including (but not limited to) the Equality Act 2010.
2. Comply at all times with Wandle Trust’s Group Diversity Statement and Policy. Copies of which are available on request
3. Twelve months from the date of this agreement and annually thereafter submit a report or statement to Wandle demonstrating compliance with 9 (a) and 9(b) above.

**10. Suspension**

(a) The supplier shall on written instructions of Wandle suspend the whole of the services or any part thereof and shall take all measures necessary to protect and secure the same. If, following such suspension, any additional costs are notified to Wandle by the supplier and are in the opinion of Wandle reasonably and necessarily incurred by the supplier, such suspension shall be treated as a variation in accordance with Clause 8 upon substantiation by the supplier to the satisfaction of Wandle. The supplier shall, however, use its best endeavours to mitigate the financial and other effects of such suspension.

(b) Notwithstanding Clause 10(a), no additional costs shall be payable by Wandle if the suspension arises as a result of any act, omission default or negligence on the part of the supplier.

(c) Wandle may at any time by written notice to the supplier authorise resumption of all or any part of the suspended services and the supplier shall, on being given such notice, promptly resume performance of the services or part thereof in accordance with the terms of such notice.

**11. Termination**

(a) Either party may terminate the whole or any part of the contract forthwith without compensation if:-

(i) written notice has been given to the other party of a substantial or persistent breach stating the period during which such breach is to be rectified and the party given such notice has failed to satisfactorily remedy such breach within the period stated. For the purposes of clarification, Wandle may also terminate the contract if notice has been given to the supplier of a substantial or persistent breach of clause 29 Equality and in so far as the breach is capable of remedy the supplier fails to remedy the breach within the period stipulated by Wandle; or

(ii) the other party:-

- becomes bankrupt or insolvent; or

- makes or attempts to enter into any arrangement or composition with its creditor(s); or
- agrees to carry out the contract under a committee of inspection of its creditors; or
- issues a notice calling a meeting to pass a resolution for its winding up or is wound up by an order of the Court; or

- has a provisional liquidator, receiver, manager or administrator appointed.

(b) If Wandle terminates:-

(i) under Clause 10(a) Wandle may in addition to any of its other rights and remedies recover from the supplier any additional cost incurred over and above the contract price in completing the services.

(ii) Wandle may deduct such additional cost from amounts (if any) as are due to the supplier to otherwise recover such cost as a debt due from the supplier. Subject to the foregoing, however, the supplier may recover from Wandle, by way of full and final satisfaction of all claims those monies which Wandle agrees were accrued prior to such termination.

(c) If the supplier terminates under Clause 10(a), the supplier shall immediately vacate the site and return all Wandle’s materials. Thereafter, the supplier may without prejudice to any of its other rights or remedies under the contract, recover from Wandle by wall of full and final satisfaction of all claims, all monies accrued due prior to such termination plus all reasonable costs actually and necessarily incurred by the supplier directly and exclusively as the result of such early termination.

(d) Without prejudice to the rights of Wandle to terminate the contract under Clause 10(a), Wandle may for any other reason whatsoever terminate the contract or part thereof at any time by giving written notice to the supplier and specifying the date from which termination shall be effective. In such event Wandle shall make reasonable payment to the supplier for all work performed prior to the date of termination and any approved additional costs necessarily incurred by the supplier as a direct result of such termination.

(e) Any sums recoverable by the supplier under Clause 10(b)(ii), 10(c) and 10(d) shall not exceed the contract price.

**12. Completion of the Services**

The supplier shall complete the services within the period specified in the contract.

**13. Clearance on Completion**

On completion of the services the supplier shall promptly remove from the site of Wandle all equipment and clear away surplus materials (other than any surplus Wandle’s materials which shall be returned to Wandle’s appropriate store) and rubbish and leave the site of Wandle in a clean, safe and tidy condition to the satisfaction of Wandle.

**14. Defects Correction Period**

(a) The supplier shall, for a period of 12 months following completion of the services in accordance with Clause 11, be responsible for repairing or remedying, as its own expense and to the satisfaction of Wandle, any defects arising from the services.

(b) The contract shall apply to all repairs and remedial work required under the provisions of Clause 13(a).

(c) Performance of the supplier’s obligations pursuant to Clause 13 shall not relieve the supplier from any liability arising out of or connected with its other obligations under the contract.

**15. Payment**

(a) The supplier shall submit to Wandle, at the address stated in the contract, a detailed priced invoice or invoices in accordance with the contract. The invoice(s) shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules.

(b) Unless otherwise specified in the contract, Wandle shall pay the price of the services within 30 days after the end of the month of receipt by Wandle of a proper invoice or, if later, after acceptance of the services in question by Wandle.

(c) (i) All sums payable under the contract shall be exclusive of Value Added Tax which may be added to the invoice where appropriate. Wandle shall pay to the supplier any UK Value Added Tax properly chargeable in respect of the services after receipt of a tax invoice in a form acceptable to Wandle.
(ii) The supplier shall pay all other taxes arising under the contract.

(d) Wandle shall, unless otherwise specified in the contract, make payment in Pounds Sterling

.(e) Wandle shall be entitled to set-off against the contract price any sums owed to Wandle by the supplier.

**16. Wandle’s Materials**

(a) Title to and property in Wandle’s materials shall remain with Wandle at all times.

(b) Notwithstanding the above the supplier shall be responsible for any loss of or damage to Wandle’s materials whilst in the supplier’s care, custody or control.

(c) The supplier shall, following completion of the services or an earlier request by Wandle, return Wandle’s materials in good condition, fair wear and tear accepted.
(d) Wandle's materials made available to the supplier shall be identified in the supplier’s records and clearly marked as "the property of Wandle".

**17. Indemnity**

(a) The supplier shall be liable for and shall indemnify and defend Wandle from all losses, costs, damages and expenses of every kind arising out of any claim in respect of injury or sickness, disease or death of any person or loss of or damage to any property arising out of the contract and shall, at its own cost and at Wandle'S request, defend Wandle in any proceedings involving the same, except that Wandle shall be liable for and shall indemnify and defend the supplier from all losses, costs, damages, and expenses of every kind, arising out of any claim to the extent that the said injury, sickness, disease, death, loss or damage is caused or contributed to by the negligence of Wandle.

(b) The supplier shall be liable for and shall defend Wandle from all losses, costs damages and expenses of every kind arising out of any claim in respect of any infringement or alleged infringement of any patent, copyright or other intellectual property rights arising by reason of the use or embodiment in the services of any articles supplied by the supplier or which arise out of or in connection with the supplier’s obligations under the contract, except that this indemnity shall not apply in respect of any infringement or alleged infringement arising as a result of the correct use by the supplier of a design supplied by Wandle.

**18. Insurance**

(a) The supplier shall effect and maintain and shall require its sub-suppliers to effect and maintain throughout the continuance of the contract, insurance policies with insurers under forms of policies satisfactory to Wandle which shall include, but not be limited to, the types and amounts set out in Clause 18(d). Such policies shall contain a waiver of subrogation rights in favour of Wandle which reflect the provisions of Clause 17. The supplier shall bear any and all excesses, deductibles or franchises incorporated therein.

(b) The supplier may be requested to provide Wandle with Certificates of Insurance. Certificates shall be provided within fifteen days (15) of such request. Failure to provide such Certificates may be taken by Wandle to indicate that the supplier has failed to meet its obligations to provide the insurance cover required under the contract. The supplier shall also provide Wandle with updated Certificates on the renewal anniversary of any policies required hereunder.

(c) The supplier shall give immediate written notice to Wandle and all insured parties in the event of cancellation or material change which may affect Wandle’s or any insured party's interest.

(d) The insurance policies referred to in Clause 18(a) are;

(i) insurance in accordance with employer's liability insurance and occupational disease for an amount of not less than £10,000,000 (ten million pounds) per occurrence or series of occurrences arising from the one event, which shall comply with all applicable laws. Such insurance shall cover all employees of the supplier engaged in the performance of the supplier’s obligations under the contract, and shall contain an indemnity to principals clause.
(ii) public liability insurance with a combined bodily injury and property damage limit of not less than £10,000,000 (ten million pounds)  or such other sum as may be specified by Wandle per occurrence or series of occurrences arising from the one event. Such insurance shall cover all employees of the supplier engaged in the performance of the supplier's obligations under the contract, and shall contain an indemnity to principals clause.
(iii) where there is any element of supplier’s design, professional indemnity insurance for an amount of at least £10,000,000 (ten million pounds)  per claim occurring during any period of insurance (with no limit on the number of claims covered by the policy of insurance) or such other sum as may be specified in writing by Wandle. Such insurance shall contain an indemnity to principals clause.

**19. Intellectual Property**

(a) All patents and other intellectual property rights in all documents (including, but not limited to, drawings, working notes and books) transparencies, prints, photographs, negatives, tapes discs, software information or other items created or supplied by Wandle to the supplier shall remain Wandle’s. All originals and copies thereof shall be delivered to Wandle on completion of the services or earlier upon receipt of Wandle’s written notice to the supplier and the supplier shall be required to certify that none are retained in its possession.

(b) All patents, copyright and other intellectual property rights relating to the services shall vest in Wandle and the supplier waives in favour of Wandle all moral right therein.

**20. Liens**

The supplier shall protect and hold all property of Wandle free from all liens, charges and other encumbrances.

**21. Visitors**

(a) The supplier shall obtain the written approval of Wandle before bringing visitors on to the site of Wandle or allowing access by persons to the site of Wandle other than those directly employed upon the services.

(b) The supplier shall ascertain from Wandle any regulations and requirements with which visitors must comply and the supplier shall make these known to any visitors before their entry on to the site. The supplier shall require all visitors to sign an appropriate record.

**22. Audit Access**

The supplier shall maintain accurate records relevant to the contract and shall permit Wandle or its authorised personnel and/or agent(s) access at all reasonable times to such records.

**23. Laws, Regulations and By-Laws**

(a) The supplier shall observe and comply with all statutes and regulations together with any bye-laws and regulations of local and other authorities applicable to the services at the date of the contract.

(b) If any new law, regulation or bye-law is made after the date of acceptance of the tender/offer, which the supplier considers will either then or later increase or reduce the contract price, the supplier shall promptly notify Wandle in writing giving details thereof. If Wandle agrees, the contract price shall be adjusted accordingly.

(c) The supplier shall observe any rules of Wandle applicable to the site of Wandle.

**24. Health & Safety and Environmental Issues**

(a) The supplier shall, subject to any express requirements to the contrary, in the contract comply with the following provision of this clause in addition to any other requirements for the contract and nothing in this clause shall derogate from the obligations of the supplier to comply with its statutory responsibilities insofar as they relate to the services.

(b) The supplier shall in relation to all persons affected or likely to be affected by the execution of the services take such steps as are reasonable practicable to ensure their health and safety.

(c) The supplier shall carry out such tests and examinations of equipment, plant and materials as may be necessary to ensure the health and safety of anyone who is in, or is likely to come into contact with, or otherwise be affected by the use of such items.

(d) The supplier shall make available for inspection by Wandle at all times all registers, records and other documentation concerning health & safety and/or environmental matters and relating to the services.

(e) The supplier shall send to Wandle a copy of every notice of other communication received from or sent to any person or body concerning health and safety and/or environmental matters and relating to the services.

(f) The supplier shall give Wandle written notice within a reasonable time prior to the removal from and/or deliver to the site of anything which is toxic or explosive or otherwise hazardous to the health or safety or persons, property or the environment. The notice shall identify the hazard(s) and give full details of the precautions to be taken when using, handling or otherwise coming into contact with such thing together with details of the safe manner of use, handling, transport and storage. The supplier shall also ensure that at the time of removal and/or delivery every such thing is suitably packed and is identified on the outside as hazardous.
(g) The supplier shall use the best practicable means to prevent noxious or offensive emissions (including noise) while in the course of executing the services and shall render harmless and inoffensive such emissions that cannot be prevented.

(h) The supplier shall not treat, keep or dispose of any waste produced by the supplier as a result of the services in a manner likely to cause harm to the health and safety of any person or harm to the environment and shall comply with every statutory duty which is relevant.

(i) During the execution of the services the supplier shall take such steps as are reasonably practicable to avoid (or, where avoidance is not possible, to minimise) harm to the environment.

(j) The supplier shall take a positive approach to the protection of the environment insofar as it relates to or is connected with the services.

(k) The supplier shall ensure that all sub-suppliers comply with the provisions of this clause.

**25. Publicity**

The supplier shall obtain written approval from Wandle prior to taking photographs or making publicity releases or announcements (including advertisements or erection of signs on the site) regarding either the contract or the activities of the supplier relating to its participation on the contract.

**26. Confidentiality**

(a) The supplier shall keep confidential all information connected with the business of Wandle or which comes to the supplier’s knowledge under or as a result of the contract and shall not disclose it to any third party or use it other than for performance of the services except;

(i) with the prior written agreement of Wandle; or

(ii) by requirement of law or any legal or regulatory authority

(b) the provisions of Clause 26(a) shall not apply to such information if it is;

(i) in the public domain otherwise than by failure of the supplier to comply with Clause 26 (a)

(ii) in possession of the supplier before these confidentiality obligations came into effect, or

(iii) obtained from a third party who is free to disclose the same

(c) If the supplier enters or has entered into a separate confidentiality Agreement with Wandle, the terms of such confidentiality agreement shall take precedence over this Clause 26.

**27. Data Protection**

(a) The supplier shall comply with the Data Protection Act 1998, the regulations made thereunder and any statutory amendments or re-enactments made thereof (together “the Act”), and acknowledges and agrees that it shall be acting as a data processor for Wandle as defined by the Act, in respect of the personal data Processed by the supplier on behalf of Wandle under this Agreement.

(b) The supplier shall ensure that appropriate technical and organisational measures are established against the unauthorised or unlawful Processing of personal data and against loss or destruction of, or damage to, personal data Processed by the supplier on behalf of Wandle. Such measures shall (taking into account the state of technological development and the cost of implementing such measures) be appropriate to the nature of the personal data Processed by the supplier.

(c) The supplier shall only Process personal data on behalf of Wandle in accordance with this Agreement, in accordance with the Act, and in accordance with any instructions issued by Wandle from time to time and for no other purpose whatsoever, save as required by law.

(d) The supplier shall keep the personal data Processed by the supplier under this Agreement safe and confidential, and will ensure that only such of its employees who may be required by the supplier to assist it in meeting its obligations under this Agreement shall have access to the personal data.

(e) The supplier shall adopt and maintain a written security policy in relation to personal data Processed by it on behalf of Wandle and shall procure that all of its employees are aware of and abide by all of the provisions of such policy and the provisions of this Agreement, in particular this clause [26], and shall make such policy available for inspection on request by Wandle.

(f) Where data is taken away from Wandle for Processing by the supplier, the supplier shall, [at times to be agreed between the parties or on reasonable notice or at any time]:
(i) permit Wandle’s representatives to gain access to the supplier’s premises to enable Wandle to ascertain whether the supplier is complying with clauses 26(a) to 26(e) inclusive of this Agreement;
(ii) permit Wandle’s representatives to have access to the personal data processed by the supplier on behalf of Wandle, including but not limited to where this is necessary in order to enable Wandle to respond to a subject access request made under the Act.

(g) The supplier will indemnify Wandle in full against all losses, claims, costs, expenses or other liabilities awarded against, or incurred by, Wandle as a result of, or in connection with, any breach of this clause [26] by the supplier, its employees, workers or agents.

(h) On termination of this Agreement the supplier shall return to Wandle all personal data provided to it by Wandle and/or otherwise acquired by the supplier for the purposes of the provision of the services under this Agreement by the supplier.

(i) This Agreement is personal to the supplier, who shall not assign, novate, sub-contract or otherwise transfer or dispose of this Agreement or any part of it without the prior consent of Wandle, and provided that the supplier undertakes to impose obligations on the sub-supplier which reflect the obligations of the supplier under this Agreement and which, in any event, are no less stringent.

(j) Notwithstanding clause 26(i), the supplier shall remain solely liable to Wandle for the performance of the supplier’s obligations under this Agreement and for any and all acts, defaults and/or omissions of the supplier’s permitted sub-supplier(s).

(k) For the avoidance of doubt nothing in this Agreement shall confer on any sub-supplier or other third party any benefit or the right to enforce any provision of this Agreement.

**28. Waiver**

The contract shall not be waived in whole or in part except where agreed by both parties in writing. The non-enforcement of any of the terms of the contract by either party shall not be construed as a waiver of any of that party's other rights.

**29. Notices**

All notices shall be given in writing and be delivered by hand or sent by telex, facsimile or recorded delivery post to the address of the relevant party as stated herein or to any subsequently notified address. Any notice sent by telex or facsimile shall be deemed to have been served at the time of transmission. A notice sent by post shall be deemed to have been served four days after posting.

**30. Prevention of Bribery and Corruption**

(a) The Supplier shall comply with all applicable laws, regulations, requirements and codes of practice in all of its activities and in performing its role under this Contract.

(b) The Supplier shall also comply with all policies and regulations of Wandle that are notified to the Supplier from time to time including Wandle’s  Policy on the Prevention of Bribery and Corruption, a copy of which is available on request.

(c) The Supplier shall indemnify Wandle and keep it fully indemnified against all claims, demands, actions, penalties, fines, liabilities and costs that Wandle may incur or suffer as a result of the acts or omissions of the Supplier and/or any breach by the Supplier of any provision of this Contract.

**31. Governing Law**

The contract shall be governed and construed in accordance with English Law. In respect of any dispute under or arising out of the contract, Wandle and the supplier hereby agree to submit to the jurisdiction of the English Courts.

**32. Entirety**

The contract comprises the entire agreement between the parties to the exclusion of all other terms and conditions and prior or collateral agreements, negotiations, notices of intention and representations and the parties agree that they have not been induced to enter into the contract on the basis of any representation. Furthermore, the parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in the contract and no amendment to the contract, other than variations to the scope in accordance with clause 8, shall be binding on either party unless in writing and signed by an authorised representative of each party.