

**INVITATION TO TENDER**

**For Telephone Lines, Calls and Samsung System Support**

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# Introduction

Liverpool Vision now invites quotations for the supply of Telephone Lines, Calls and Samsung 7400 system support and maintenance requirements for Liverpool Vision (LV), 10th Floor, The Capital, 39 Old Hall Street, Liverpool L3 9PP.

Tenderers will need to respond to the requirements listed, considering the evaluation criteria specified and submitting via the process and timelines as indicated.

The Term of any resultant contract will be for an initial period of one year and shall at Liverpool Vision’s discretion continue for a further period of up to two years, subject always to termination by Liverpool Vision by serving no less than 30 days’ written notice.

# Liverpool Vision

Liverpool Vision is a company limited by guarantee, wholly owned by Liverpool City Council.  Its business plan, activities and finances are overseen by a Board of Directors, chaired by the Mayor of Liverpool.  Vision’s purpose is to generate jobs and investment in the city.  It does this by marketing it as a business, investment and leisure location, through the Marketing Liverpool team and by working with the private sector in the city and internationally to generate investment projects.

Liverpool is a global city, one that’s proud of its heritage and culture but also passionate about looking to the future. That makes it an inspiring and exhilarating place to do business.

With a global perspective and exceptional economic strengths, Liverpool is recognised as one of the UK’s leading business destinations. Blue-chips, start-ups, entrepreneurs and emerging talent are attracted to Liverpool by investment opportunities, business benefits and an outstanding quality of life. That’s where we fit in at Liverpool Vision.

Liverpool Vision is the city’s economic development company that integrates economic development and business and enterprise support designed to accelerate the city’s growth and build a sustainable economy.

We are the company creating an environment for growth, generating a long term impact in both the supply and demand sides of the economy. Liverpool Vision also plays a huge role in transforming perceptions of Liverpool, by communicating positive messages about the city to local, national and international audiences, reaching many hundreds of businesses and opinion formers.

Liverpool Vision has three (directorates) related functions:

* Marketing Liverpool.
* Invest Liverpool.
* International Festival for Business.

Each directorate is overseen by an experienced director, leading a dedicated team of staff. They are supported by a small support function providing business planning and development services, financial management and human resources skills.

Marketing Liverpool includes the Liverpool Convention Bureau.

You can find out more at [www.liverpoolvision.co.uk](http://www.liverpoolvision.co.uk) and [www.itsliverpool.com](http://www.itsliverpool.com)

# Structure of the Invitation to Tender

This Invitation to Tender (‘ITT’) is divided into a number of specific sections:

## 1. ITT Instructions.

These instructions should be followed to ensure that your response covers all areas and is in the correct format and structure. By submitting a response to the ITT you are declaring that you comply with all the relevant sections and stipulations.

## 2. Specification of Goods or Services

This section provides the details of LV’s specific requirements and your Response should ensure these are referred to.

## 3. Responses Required

Sections 3, 4 and 5 indicate the information that tenderers are to provide.

## 4. General company information required

This section requests certain general information about you or your organisation.

## 5. Additional information required

This section provides you with an opportunity to submit additional information in support of your submission.

# 1. ITT Instructions

Please note that by submitting a response to this ITT that you agree and comply with all parts of the ITT Instructions section.

## 1.1 General Instructions

1.1.1 This document is made available on the condition that the information contained within it is used solely in connection with the competitive process for this ITT and for no other purposes.

1.1.2 Whilst reasonable care has been taken in preparing this document, the information within it does not purport to be comprehensive or to have been independently verified. LV accepts no liability or responsibility for the adequacy, accuracy or completeness of any information stated. No representation or warranty, express or implied, is given by LV or any of its representatives with respect to the information contained herein or upon which this ITT is based. Any liability for such matters is expressly disclaimed.

1.1.3 LV reserves the right, without prior notice, to change, modify, or withdraw the basis of its request and/or to reject all proposals and terminate negotiations at any time. In no circumstance will LV incur any liability in respect of time, effort or costs incurred in regard to either discussions, meetings or time spent in respect of reviewing and/or responding to this document or any subsequent material.

1.1.4 This document is not intended to provide the basis for any investment decision. The recipients of this document must make their own independent assessment of the requirements after making such investigations and taking such professional advice as it deems necessary.

1.1.5 The information in this document shall be kept confidential by the Tenderer and may not be copied, reproduced, distributed or passed to any other persons, at any time, without the prior written authorisation of LV. Ownership in any response to this ITT shall be vested in LV upon delivery of the same and such response shall only be returned at the sole discretion of LV and at the recipient’s cost.

1.1.6 This ITT is not a purchase order and does not constitute an offer capable of acceptance. This ITT does not commit LV or any official of it to any specific course of action. The issue of this ITT does not bind LV or any official of it to accept any proposal, in whole, or in part, whether it includes the lowest priced proposal, nor does it bind any officials of LV to provide any explanation or reason for its’ decision to accept or reject any proposal. Moreover, while it is the intention of LV to enter contract negotiations with the selected Tenderer, the fact that LV has given acceptance to a specific Tenderer does not bind it or any official of it in any manner to the Tenderer.

1.1.7 Without prejudice to any prior obligations of confidentiality you may have, no publicity relating to this ITT or to the acceptance by LV of any ITT response or to the letting of any future contract shall be released by you without the prior written approval of LV.

1.1.8 You shall be deemed to have examined before the submission of your tender response, all the provisions in this ITT as well as regulations and other information relevant to your tender response, and to have fully considered the risks, contingencies, and other circumstances, which could affect the tender response. You shall be responsible for obtaining all information by the making of reasonable and prudent inquiries and, by prior arrangement.

1.1.9 By submitting a Tender Response the Tenderer represents that it has read and understood the ITT. The Tenderer will consider the contents of any submitted tender response as an offer to contract.

1.1.10 Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly, at any time:

(a)      Revise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner or supplier;

(b)      Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;

(c)      Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

(d)      Canvass LV or any employees or agents of LV in relation to this procurement; or

(e)      Attempt to obtain information from any of the employees or agents of LV or its advisors concerning another Tenderer or Tender; or

(f)       Offer, pay, promise to pay, or authorize the giving of any financial or other benefit to any person for the purpose of obtaining an improper advantage, or otherwise conduct themselves in a manner contrary to any anti-bribery or anti-money laundering legislation and/or regulations in the broadest sense (whether issued by the EU, the US, the UN or any other body) or any other such rule or legislation that may apply from time to time.

1.1.11 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisors, and LV and its advisors and Partners. LV reserves the right to disqualify any Tenderer that is guilty of any misrepresentation in relation to its Tender or the tender process.  Any Tenderer who fails to comply with the requirements of this clause may be disqualified from the procurement process at the discretion of LV.

1.1.12 Only information provided as a direct response to this ITT will be evaluated. Information and detail which forms part of general company literature or promotional brochures etc. will not form part of the evaluation process. Marketing material should not be included with your tender response. Supplementary documentation may be attached where you have been directed to do so. Such material must be clearly marked with the name of the organisation and the section to which it relates. All sections must be answered unless advised otherwise.

1.1.13 Please note that we may require clarification of the answers provided or ask for additional information.

1.1.14 The response should be submitted by an individual of the organisation, company or partnership who has authority to answer on behalf of that organisation, company or partnership.

1.1.15 Should there be any obvious typographical errors or misunderstandings in the ITT documentation then clarification should be sought. However, if the response is found to misrepresent facts, the documents will be deemed void. In the case where the error or misrepresentation is not discovered until after the contract is awarded, we reserve the right to determine the contract and costs incurred by us as a result of the determination shall be recoverable from the Tenderer under the contract.

1.1.16 If applying on behalf of a **consortium**, please list the names and addresses of all other members of the consortium. Any contract will be entered into with the nominated lead organisation and all members of the consortium, who will in these circumstances each be required to execute said contract together with all ancillary documentation, evidencing their joint and several liabilities in respect of the obligations and liabilities of the contract. It will be for members of the consortium to resolve their respective duties and liabilities amongst each other. For administrative purposes, any associated documentation will be sent to the nominated lead organisation.

1.1.17 If sub-contractors are proposed to assist in the delivery of the service, please list the business names, registered offices, addresses and specific areas of service which they will deliver.

1.1.18 It is the responsibility of tenderers to ensure that their tender is delivered not later than the appointed time. LV does not undertake to consider tenders received after that time unless clear evidence of posting is available (i.e. a clear post mark and/or certificate of posting). It should be noted that mail is not delivered directly to the recipient but through a central post room. This may delay receipt of post, and allowances should be made.

1.1.19 Whilst LV is committed to selecting a supplier or suppliers, it reserves the right not to accept any proposals or award the contract.

1.1.20 LV does not bind itself to accept the lowest or any tender, and reserves the right to accept a portion of any tender, unless the tenderer expressly stipulates otherwise on his tender. The right is also reserved to award more than one contract.

1.1.21 Where a framework contract is intended, LV reserves the right to appoint one or more suppliers to such framework and to run various subsequent mini competitions in the award of specific pieces of work, pursuant to the contract.

## 1.2 Freedom of Information

1.2.1 LV is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”).

1.2.2 As part of its duties under the Act or EIR, it may be required to disclose information concerning the procurement process or the contract to anyone who makes a request.

1.2.3 If the prospective Tenderer considers that any of the information provided in their response is commercially sensitive (meaning it could reasonably cause prejudice to the prospective Tenderer if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information as being exempt from disclosure under the Act and the EIR.

1.2.4 LV will endeavour to consult with the prospective Tenderer and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However, LV shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. LV will make its decision on disclosure in accordance with the provisions of the Act or the EIR and will only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

## 1.3 Responding to the ITT

1.3.1 **Two written copies** of your response should be submitted in a sealed envelope, stating “ITT Response for Telephone Lines, Calls and Samsung System Support” and marked for the attention of: Connor Reilly,Purchasing Assistant, Liverpool Vision, 10th Floor, The Capital, 39 Old Hall Street, Liverpool, L3 9PP, **this should include a soft copy, stored on an electronic memory device (USB).**

We appreciate the environmental impact and request therefore that where practical duplex printing on environmentally friendly paper is used and that additional materials not directly related are **not** included.

Certain documentary requirements that are indicated by asymbol need only be submitted in electronic format.

If delivering by hand, please be advised that because of a barrier system in a shared building, you will need to ask reception in the Capital Building to phone Liverpool Vision (0151) 600 2900 that your submission has arrived for collection.

Envelopes must **not** indicate the identity of your organisation.

1.3.2 In responding to this ITT you specifically agree the following:

1.3.2.1 Having examined all parts of the ITT that the supply of the Goods and/or Services to LV will be at the rates/prices as provided. All prices must be quoted on the basis indicated in the accompanying documents, except where the tenderer proposes alternative priced procedures, and should **exclude VAT.** Discounts for prompt payment should be stated. The basis of the price shall be inclusive of all costs and delivery to LV.

1.3.2.2 That any other terms or conditions or any general reservations which may be printed on any correspondence emanating from the tenderer in connection with this tender or with any contract resulting from this tender, shall not be applicable to the on-going relationship between LV and the selected supplier(s).

1.3.2.3 That any contract whatsoever that may result from this tender shall be subject to the laws of England and Wales as interpreted in an English Court.

1.3.2.4 The prices quoted and all other information supplied in this tender are valid and open to acceptance by LV for a period three calendar months from the tender return date specified in the ITT

1.3.2.5 The essence of competitive tendering is that LV shall receive bona fide competitive tenders from all companies tendering. In recognition of this principle, any response is declared to be a bona fide tender, intended to be competitive and that you 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.

1.3.2.6 You declare that you have not done and undertake that you will not do any of the following acts: -

(a) communicate with a person, other than the person calling for this tender, the amount or approximate amount of the proposed tender.

(b) 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.

(c) offer to pay or give, or agree to pay or give, any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the requirement any act or thing of the sort described above.

In this declaration the word "persons" includes any person and anybody or association, corporate or incorporate. The words "agreement or arrangement" include any such transaction, formal or informal, whether legally binding or not.

## 1.4 Indicative Timetable

This timetable is indicative only and LV reserves the right to change it at its absolute discretion.

|  |  |  |
| --- | --- | --- |
| Activity | Date Due | Time Due |
| Issue of ITT | 2nd February 2017 |  |
| Opportunity to raise items for clarification ends | 10th February 2017 |  |
| LV respond to clarification questions | 13th February 2017  |  |
| Return of completed response to ITT | 20th February 2017 | 2:00pm |
| Meeting/Presentation of submission to LV (if required) | w/c 27th February 2017 |  |
| Provisional award subject to contract | w/c 27th February 2017 |  |
| Contract commencement  | 1st May 2017 |  |

There is an opportunity to ask LV for further information to assist you in the preparation of your responses during the Items for Clarification period. If you have an Item for Clarification, please e-mail Connor Reilly (creilly@liverpoolvision.co.uk). Please note that responses to these Items for Clarification from LV may be posted on the LV website on or around the given day, rather than a response via e-mail. It is your responsibility to make checks on the LV website for updates.

## 1.5 Evaluation

Tender Responses will be evaluated using the following criteria:

|  |  |
| --- | --- |
| **Scope, Capacity and Capability** | 30% |
| **Significant previous experience, successful delivery of similar contracts** | 30% |
| **Value for Money** | 40% |

Successful tenderers will also be expected to have suitable financial stability to undertake these pieces of work and to have insurances and policies in place that are adequate to undertaking payment from public funds (as detailed in the general organisation requirements in Section 3.5 and Section 4 of this ITT). These requirements are mandatory and, if not satisfied, then LV reserves the right at its absolute discretion not to award a contract irrespective of how the tenderer has scored using the evaluation criteria.

**Responses, other than Price, will be measured as follows: -**

|  |  |
| --- | --- |
| 0 | No response or partial response and poor evidence provided in support of it. Does not give confidence in the ability of the Tenderer to deliver the services. |
| 1 | Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Tenderer to deliver the services. |
| 2 | Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Tenderer to deliver the services. |
| 3 | Response is comprehensive and supported by good standard of evidence. Gives confidence in the ability of the Tenderer to deliver the services. Meets the requirements. |
| 4 | Response is comprehensive and supported by a high standard of evidence. Gives a high level of confidence in the ability of the Tenderer to deliver the services. May exceed the requirements in some respects.  |
| 5 | Response is very comprehensive and supported by a very high standard of evidence. Gives a very high level of confidence the ability of the Tenderer to deliver the services. May exceed the requirements in most respects. |

An **example** of scoring using the method above: a supplier is rated at 3.7 out of a possible 5. The weighting for that particular criteria is 40%.

To calculate their actual score: - (3.7 / 5.0) x 40 = **29.6%** (out of a possible 40%).

**Price will be evaluated using the following method:**

30% will be awarded to the lowest priced bid and the remaining Tenderers will be allocated scores based on their deviation from this figure.

For example, if the lowest price is £40 and the second lowest price is £42 then the lowest priced Tenderer gets 30% (full marks) for cost and the second placed Tenderer gets 28% and so on. £40/£42 x 30 = 28%).

All the actual scores will be added together give an overall assessment out of 100%.

# 2. Specification of Goods or Services

Liverpool Vision wishes to appoint a telephone lines, calls and Samsung system support supplier to provision telephone lines and calls and to maintain our existing telephony system. We do not wish to upgrade our telephony system to a new platform at present and are aware of the 2025 deadline to upgrade from ISDN30.

**Line Rental**

15x ISDN30 Channel Rental

ISDN30 DDI Range (120 DDI’s)

ISDN30 Calling Line Identity Presentation

ISDN30 Connected Line Identity Presentation

2x BT PSTN Line Rental

**Maintenance and Support for:**

Samsung OfficeServ 7400 VoIP system

100 x Samsung OfficeServ DS-5007S 7 button display telephones

**Call Barring**

Bar calls made to premium rate numbers.

Bar calls made to some International numbers.

Known fraud numbers barring list applied.

Activate a charge level of 150% of our standard monthly rate for landline services to be suspended to prevent out of office fraud attempts.

**Online Billing**

Online billing and ability to export relevant details of calls made into a Microsoft Excel format.

**The below table includes our call history over the period of October – December 2016, along with an average. These are given only as indicative figures to give a better understanding of how many calls we make a month.**

Please also note that during the month of December, the office was closed from 25th – 3rd Jan, affecting the call numbers for that month.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  October  | November | December | Average |
| Local Landline |  1,062  |  987  |  641  |  897  |
| Domestic Landline |  307  |  231  |  213  |  250  |
| Domestic Mobile |  327  |  385  |  265  |  326  |
| International Landline/Mobile |  18  |  13  |  13  |  15  |
| Non-Geographic/Premium |  88  |  80  |  38  |  69  |
| Total Calls |  1,802  |  1,696  |  1,170  |  1,557  |

# 3. Responses Required

## 3.1 Value for Money – 40%

Please indicate the total cost for the scope of this ITT, as set out in Section 2, broken down in the following format:

1. Cost of calls and lines per month, based on service requirements.
2. Cost of maintenance agreement options based on requirements.
3. Proposed mark-up, if any, on additional calls and line services.
4. Please include an up to date rate sheet with a breakdown of peak, off peak and weekend call charges to the most common destinations.
5. Please provide your standard call out charge if Liverpool Vision were to expand our services, move to different geographic location or for training purposes.
6. Please provide any business call rate packages to landline and mobiles.
7. Please provide optional package for reduced call rates to North America, China and India.
8. Any additional charges.

The total figure shall include **all associated costs and expenses** and shall be **exclusive of VAT.**

## 3.2 Scope, Capacity, Capability – 30%

1. Please provide an outline of services currently provided and company overview.
2. Please provide details of capacity and resource.
3. Please confirm your ability to provide all the Services set out in section 2
4. Please provide your approach to how the service would be managed and supervised.
5. Please provide your geographical structure, including details of nearest facilities to Liverpool Vision.
6. Please detail a maintenance support plan, which should include details for helpdesk facilities, contingency plan for temporarily loss of main services and your invoicing procedure.
7. Please provide any relevant awards, accreditations, memberships and associations.
8. Please describe your policy with regards to the use of subcontractors and confirm whether you would use any in the provision of the service.

## 3.3 Significant previous experience, successfully delivering similar contracts – 30%

1. Please provide details of experience, including an overview of current clients.
2. Please provide at least two references and relevant case studies.

***The below requests for information are mandatory. Although not included in the above criteria, these do form part of the tender process. If any of the below information is (reasonably) deemed unacceptable, Liverpool Vision reserve the right not to award the contract regardless of the above evaluation score.***

## 3.4 Insurance requirements

The appointed supplier will be required to maintain appropriate levels of insurance in a number of areas. Please complete the enclosed table and supply copies of relevant policies  as appropriate:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Area | Level of cover expected | Level of cover currently held | Level of cover to be provided  | Further details |
| Public and product liability | £10m |  |  |  |
| Employer’s liability | £5m |  |  |  |
| Professional Indemnity | £1m |  |  |  |

Please note that the insurance cover detailed above needs to be in place before activities commence in pursuance of the services required and will not be considered as part of the costs under the contract between LV and the selected supplier.

## 3.5 Health and Safety

The appointed supplier will be required to ensure that all elements of your services are planned and implemented in accordance with best practice set out in the Health and Safety Executive (HSE) Event Safety Guide (the ’Purple Guide’) and other such guidance appropriate to your business, and to provide a specific detailed risk assessment of all Health and Safety issues associated with the service.

Please confirm your acceptance of this.

## 3.6 Business Continuity

Please provide a copy of your organisation’s business continuity plan (“BCP”) and specifically state how this would be applicable to the service requirements of LV.

## 3.7 Conflicts of interest

Identify any potential conflicts of interest relating to this contract.

## 3.8 CSR

3.8.1 Please show what approach you have taken to ensure sustainability through the active involvement in Environmental activities on a project of comparable scale and relevance and how you envisage this will be done if selected.

3.8.2 Please confirm your commitment to comply with any reasonable environmentally related requests.

3.8.3 Please provide details of any environmental accreditation.

3.8.4 Please provide details of your internal environmental policies and how your organisation deals with its own environmental responsibilities.

3.8.5 Please provide your Company’s CSR Statement

3.8.7 LV strive to promote and support businesses in its region, having regard for the Public Services (Social Value) Act 2012. Please provide any evidence of how your services would address this requirement.

3.8.8 To improve the quality of life for low paid individuals and provide for a positive impact on the local economy, Liverpool Vision is committed to paying the Living Wage to its Staff. We would encourage other organisations providing services to Liverpool Vision to adopt this approach with their own staff, whilst ensuring they continue to offer best value and quality within an affordable business model. In the UK there is a statutory Minimum Wage, the Living Wage is a higher figure which is voluntary and is calculated by The Living Wage Foundation.  Currently the Living Wage outside of London is £ £8.25 per hour but this will be regularly updated and it applies to those over 18 years of age but excludes apprentices or interns. Please describe your policy in this respect.

# 4. General company information required

Please provide a suitable response to the following requirements:

## 4.1 Organisation information

|  |  |
| --- | --- |
| 4.1.1 | Full name of organisation (this should be the name of the organisation acting as prime contractor, where applicable). |
|  |  |
| 4.1.2 | Trading name of organisation (if different from above). |
|  |  |
| 4.1.3 | Date of formation |
|  |  |
| 4.1.4  | Registered number if a limited company (please supply a copy of the certificate of incorporation and any certificate of change of name) |
|  |  |
| 4.1.5 | Registered address of organisation **and** address of principal trading office  |
|  |  |
| 4.1.6 | Name and contact details of individual to act as **the prime point of contact** in relation to the tender process |
|  |  |
| 4.1.7 | Phone number (if different from above) |
|  |  |
| 4.1.8 | E-Mail Address (if different from above) |
|  |  |
| 4.1.9 | Address and phone number of office from where business would be conducted in support of this contract, if different from the above  |
|  |  |
| 4.1.10 | Full names of all director’s/company secretary/ partners/associates or proprietor  |
|  |  |
| 4.1.11 | Have any of the persons named in 4.1.10 above, been subject to bankruptcy proceedings or been involved in an organisation which has been subject to liquidation proceedings or had receivers appointed? If yes, please give details. |
|  |  |
| 4.1.12 | Have any of the persons named in 4.1.10 above, been convicted of any criminal offence, apart from minor traffic offence? If yes, please give details. |
|  |  |
| 4.1.13 | Do any of the persons named in 4.1.10 above, have relative(s) who are senior employees of the LV? If yes, please provide details. |
|  |  |
| 4.1.14 | Have any of the persons named in 4.1.10 above, ever been employed by the LV? If yes, please give details. |
|  |  |
| 4.1.15 | If your organisation is a member of a group of companies, give the name and address of the holding company |
|  |  |
| 4.1.16 | Please state the approximate number of employees in your organisation and companies acting in partnership (where relevant), who are specifically engaged in delivering similar services to those proposed by LV. |
|  |  |

## 4.2 Financial Information

|  |  |
| --- | --- |
| 4.2.1 | Please state the full name and contact details of the person in your organisation who will be responsible for financial matters relating to this contract. |
|  |  |
| 4.2.2 | Please enclose copies of your organisation’s most recent audited accounts and annual reports. This should include: Balance Sheet, Profit and Loss Account, Full notes to the accounts, Director’s Report/Auditor’s Report. |
|  |  |
| 4.2.3 | If you have submitted accounts for a year ending more than 10 months ago, please confirm that the organisation described in the enclosed accounts is still trading. Also supply a statement of turnover since the last set of published accounts. |
|  |  |
| 4.2.4 | If your organisation’s accounts and annual reports are consolidated into those of your parent company or group, then for each of the last two years please provide for your organisation, your organisation’s turnover, profit before tax and net assets. |
|  |  |
| 4.2.5 | Are there any outstanding claims or litigation against your organisation with regard to systems and / or service delivery? If yes, please give details. |
|  |  |

## 4.3 Equal Opportunities

LV expects all suppliers and contractors to operate within its Equal Opportunity Policy.



Tenderers should attempt to answer each of the following questions.

Organisations from outside the UK should substitute where relevant, the appropriate legislation / Codes of Practice etc. which are applicable within their domestic jurisdiction.

|  |  |
| --- | --- |
| 4.3.1 | Is it your policy as an employer to comply with your statutory obligations under the Equality Act 2010and, accordingly, your practice not to treat one group of people less favourably than others in matters of:* Employment
* Service delivery

\*Please enclose a copy of your Equal Opportunities Policy  |
|  |  |
| 4.3.2 | In the last three years, has any finding of unlawful discrimination been made against your Organisation by any court of law or industrial tribunal?  |
|  |  |
| 4.3.3 | In the last three years has your Organisation been the subject of formal investigation on grounds of alleged unlawful discrimination by The Commission for Equality and Human Rights or any other commission? |
|  |  |
| 4.3.4 | If the answer to 4.3.2 is or 4.3.3 is yes, what steps did you take in consequence of that finding? |
|  |  |
| 4.3.5 | Is your policy set out: - |
|  | In instructions to those concerned with recruitment, training and promotion? |
|  | In documents available to employees, recognised trade unions or other representative groups of employees? |
|  | In recruitment advertisements or other literature? |

## 4.4 Health and Safety

|  |  |
| --- | --- |
| 4.4.1 | Please enclose a copy of your Organisation’s and proposed partners Health & Safety Policy and / or other declaration, information or instruction issued by your Organisation as necessary, to protect the health, safety and welfare of your employees. |
|  |  |
| 4.4.2 | In the last three years has your Organisation or proposed partner been prosecuted for contravention of the Health & Safety at Work Act 1974 or equivalent national legislation, or been the subject of a formal investigation by the Health and Safety Executive or similar body charged with improving health and safety standards? Please provide details. |
|  |  |
| 4.4.3 | Please provide details of how your health and safety policies are communicated to your employees and administered within your Organisation. |
|  |  |
| 4.4.4 | Does your Organisation undertake Health and Safety Audits? Please provide details. |

##

## 4.5 Professional Conduct

|  |  |
| --- | --- |
| 4.5.1 | Has your Organisation or proposed partners or any employee within these organisations who would be working on this contract, committed a criminal offence relating to the conduct of your business or profession? If so, please provide details. |
|  |  |
| 4.5.2 | Is your Organisation or are your proposed partners currently involved with any legal proceedings (including Arbitration or any other form of alternative dispute resolution) with any other organisations including local authorities? If so, please provide details. |
|  |  |
| 4.5.3 | Are there any issues, current or likely, in relation to your Organisation or proposed partners that may give rise to any conflict of interest? If so, please provide details. |
|  |  |

## 4.6 Terms and Conditions

|  |  |
| --- | --- |
| 4.6.1 | Does your organisation accept the terms and conditions as set out in Appendix 1? If no, please complete appendix 2 or provide your alternative terms and conditions for review. |
|  |  |

# 5. Additional Information

Tenderers are invited to provide any additional information in support of their offer. This may include references to any section previously covered, or further information which may be of interest to LV, including accreditations, memberships. This may include proposals for suitable pricing structures you consider appropriate for LV, or developments for reducing costs in the provision of the service. It would be helpful to include references to current arrangements, expanding on any possible developments, including the impact on your company and ultimately LV.

Reference should also be made to the impact a contract of this size would have on your business, and the implementation programme you anticipate in meeting this.

# Appendix 1 – Terms & Conditions

This appendix contains the terms of LV’s standard Terms & Conditions for services.

By submitting a Response, the Tenderer is agreeing to be bound by the terms of this ITT and the agreements save as in relation to those areas of the agreements specifically highlighted in the response to Appendix 2. As such, if the terms of the agreements render proposals in the Tenderer’s Response unworkable, the Tenderer must submit full details of the unworkable/unacceptable provisions within the Agreement by completing the Legal Comments Table attached at Appendix 2.

Following receipt of this Response, LV will consider whether any amendment to the Agreement is required. Any amendments will be published through a Clarifications Log and will apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to LV, LV will publish the amendment as an alternative to the original drafting. In this case, Tenderer’s should indicate if they prefer the amendment; otherwise the original drafting will apply. Any amendments which are proposed, but not approved by LV through this process, will not be acceptable and may be construed as a rejection of the terms of the Agreement leading to the disqualification of the tender.



# Appendix 2 – Legal Comments Table

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| Clause/Paragraph /Schedule | Summary of Issue | Suggested Revisions |
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