INVITATION TO TENDER

FOR

Supply of Out of Hours Telephony Services

MIDLAND HEART REF: MH343

Return Date of ITT: 29th October 2015 at 16:00 Hours

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**SECTION 1 Covering Letter**

**05th October 2015**

Dear Sir/Madam

Invitation to Tender Ref: MIDLAND HEART – MH343

**Scope of Service: Supply of Out of Hours Telephony Services**

Midland Heart is pleased to invite you to tender for the **Supply of Out of Hours Telephony Services**. The Invitation to Tender will open at **13.00 pm** on **05th October 2015**. Once open, you will have access to an electronic tender box for downloading the document “**Supply of Out of Hours Telephony Services**” and all associated Appendices.

The tender documents comprise this ITT letter, rules of tendering and the ITT documents. This procurement is being conducted under an **Open** **OJEU** procedure.

This ITT sets out the information which is required in order to assess the suitability of applicants in terms of their quality assurance processes, relationship management, pricing, service levels and innovative solutions to meet the requirements of Midland Heart for **Supply of Out of Hours Telephony Services** needs.

The successful applicant(s) will be required to deliver services in accordance with all attached documents and the contract to be placed with the successful applicant.

The contract will be subject to Midland Heart’s requirements and satisfactory performance through continuous monitoring and performance review. During the contract life, the successful applicants will need to achieve continuous improvement. Failure to do so may result in the contract being terminated.

Any questions concerning this document or the tendering process should be sent via Bravo Solution website by no later than **19th October 2015**.

If it is necessary to amend the ITT documents prior to the submission of tender proposals, or to extend the tender period, all applicants will be notified by email through the Bravo Solutions website.

The use of the tender box will ensure the safe and efficient transfer of tender documentation sent on behalf of the client to the contractor and by the contractor back to the client. Automatic access to the tender box will be granted on completion of registration to the Bravo site. To access the tender box for the downloading of the ITT documentation and use of the Q & A facility you must login and access – ITT’s, my ITT’s:

[**https://iewm.bravosolution.co.uk/web/login.shtml**](https://iewm.bravosolution.co.uk/web/login.shtml)

Midland Heart may either waive or insist on strict compliance with any requirement set out within this ITT.

Midland Heart reserves the right not to contract or contract only in part with any applicant.

Applicants:

* shall either destroy or return all documentation related to the tender process if Midland Heart so directs
* shall ensure that tenders are both technically and arithmetically correct. Should Midland Heart discover any arithmetical errors in the Applicant’s tender prices then these shall be pointed out to the Applicant who shall immediately correct the errors or they shall be asked to withdraw its tender or hold the prices submitted, at the discretion of Midland Heart.
* Shall not alter the ITT documents. Tender proposals will be deemed to comply entirely with the terms stated therein unless the Applicant states otherwise in writing. If any alteration is made or if these instructions are not fully complied with, the tender proposal may be rejected.
* Will be deemed to have satisfied themselves as to the sufficiency of their tender proposal and to have included in it all costs which may be incurred in the delivery of the services. They shall also be responsible for satisfying themselves as to the accuracy of all information associated with the contract and that all eventualities have been included.

The contract will be entered into on the basis of the total tender package (inclusive of VAT) which will be included as part of the Contract Documents including any amounts or additional made and agreed during the tender proposal assessment period.

The information supplied within this ITT and accompanying documents reflects Midland Heart’s current view of the services required. Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. This ITT is issued on the basis that:

* Midland Heart does not accept any liability, responsibility or duty of care to any tenderer for the adequacy, accuracy or completeness of this ITT or for anything said or done in relation to the procurement to which this ITT relates;
* Midland Heart does not make any (express or implied) representation or warranty either about the information contained in this ITT or on which it is based, or about any written or oral information that may be made available to any applicant;
* Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, submit a tender proposal or enter into any contract;
* Neither this ITT nor any information supplied by Midland Heart should be relied on as a promise or representation as to its future requirements;
* This ITT is neither an offer capable of acceptance nor is it intended to create a binding contract nor is it capable of creating such a contract by any subsequent actions.

Applicants should complete the Tenderer Declaration Form **(Appendix 1)** and return with the completed proposal, as per the instructions set out in this ITT.

**SECTION 2 – Scope of Procurement**

Midland Heart are looking to procure for the **Supply of Out of Hours Telephony Services** contract to cover all hours and periods when our Customer Service Centre is closed.

Midland Heart are looking for a high quality solution for the specified contract from high quality providers that deliver a service that is demonstrably focused around the needs of Midland Heart. Tenderers are requested to study the specification document in detail and ensure that the specified requirements can be met that are stated within the document and thus your understanding of our requirements is reflected in your Pricing schedule return.

The contract for the provision of the equipment is expected to commence **01st April 2016**, with the exact dates to be agreed depending on the agreement between the successful provider and Midland Heart.

Midland Heart wish to secure efficiencies and economies of scale by means of a procurement exercise for meeting the requirements detailed within this documentation, achieved through the **M**ost **E**conomical **A**dvantageous **T**ender submitted.

The principle benefits anticipated by Midland Heart in this procurement include;

* Ability to maximise opportunities for best value and efficient services for a relatively high value contract.
* To allow bidders to explore efficiencies, which may be possible by suggesting innovative and cost effective solutions.
* Presentation of cost savings to Midland Heart in order to maximise economical operational efficiency and value for money.

**The Contract/s will be awarded for period of 2 years with an option to extend for a further 1+1 years.**

The basis of the contract will include:

* Provider to provide telephone services to cover all hours and periods when Midland Hearts Customer Service Centre is closed.
* The services required are to cover the needs of the Midland Heart’s Care & Support and General Needs customers.
* Provider must be able to demonstrate that they are committed to working closely with Midland Heart to continue driving up the standards of services provided to customers, to deliver above and beyond its customers expectations and ensure the safety of its customers and integrity of its properties is paramount.

**SECTION 3 – Midland Heart Profile**

To help you in developing your response to our Invitation, we would like to tell you about ourselves and about our goals and values so that you can use this information to inform every aspect of your bid and tell us exactly why we should choose you to help us realise our vision.

Midland Heart is based in Birmingham and is one of the leading housing and care groups in the country and one of the largest based in the Midlands. We operate in 54 Local Authority areas, providing and maintaining homes for more than 70,000 people, managing over 32,000 properties and delivering care and support services to 7,000 customers.

Midland Heart is a not for profit organisation. In 2013/14, our turnover was £180m and the operating surplus was £24.2m. We have gross housing assets of £1,600m.

Midland Heart is comprised of three areas: General Needs Affordable housing, Care & Support and Commercial Operations dealing with leasehold and a range of other housing tenures. We also have a financial interest in around 50 mutual schemes for older people in which the resident is an owner occupier and the residents are the sole shareholders in the mutual.

Midland Heart’s purpose is to support people to live independently and achieve their aims in life. Whilst we own 32,000 homes across the midlands, the buildings are just a small part of what we do. We deliver over 1.5 million hours of care and support to 7,000 customers at any one time with over 1000 staff serving 15,000 people each year across the midlands. We provide services to some of the most vulnerable individuals in society, including older people, people with learning disabilities, homeless people and those with mental health issues, and create an environment where they can transform their lives and maximise their independence.

Midland Heart’s missionis to transform lives and communities through housing care and opportunity. As part of this our vision will always remain the same; it is to be the best national housing and care business working with those in the greatest need.

We want our customers to be at the centre of everything we do. We are a business driven by quality, constantly looking to innovate and improve on each and every activity we undertake, whether small, large or complex.

To support this vision we have built our business around five key interrelated values to provide us with a unique dynamic and flexible approach.

* **Ambition** – to set new standards for housing management and participate actively in sustaining, re-building and developing communities where we manage properties.
* **Imagination** – to transform the lives of our customers by harnessing and integrating the skills of our staff.
* **Customer First** –to deliver reliable, right first time, accessible and beneficial services across the organisation.
* **Empowerment** – to make all our stakeholders feel empowered, enthusiastic and passionate about the services we deliver, to devolve responsibility to where it makes the most impact.
* **Inclusive** – to adopt an open, respectful and understanding attitude that is fair and supportive to our staff and customers.
* Courageous – to continue to be a courageous organisation that takes risks where appropriate and challenge ourselves to work in new ways. To embrace change within working environments to provide transformational services.

In 2011, Midland Heart won grant funding to build around 1400 new homes in the period to March 2015.These homes form part of a total of 2,400 homes planned to be built in that period within Midland Heart’s business plan.

Midland Heart has ambitious growth plans. This growth is expected to come from a combination of organic growth and mergers/stock acquisitions. In addition, the reconfiguration of social care services presents opportunities for housing and care providers and may involve developing new products, entering new markets and selling to new customer groups such as the NHS.

**SECTION 4 – Procurement Process**

**4.1 Procurement Stages**

This is a procurement exercise conducted in accordance with the **Open Procedure** commonly used in public sector procurement exercises.

**SECTION 5 – Award Criteria**

**5.1 Award Criteria**

The Contract will be awarded on the basis of the following weighted award criteria:

|  |  |  |
| --- | --- | --- |
|  | **Award Criteria**  | **Weighting**  |
| **5.1.1** | **Conformance to Specification** Submissions which do not, in the opinion of Midland Heart, adequately meet the Performance Specification will not be marked for the Technical Merit and Price Criteria outlined below and will not be taken forward to any subsequent stages of the Tender evaluation.  | **PASS/FAIL** |
| **5.1.2** | **Price**  | **40%**  |
| **5.1.3** | **Technical Merit (Quality)** | **60%**  |
| **5.1.4** | **Supplier Questionnaire**  | **Pass/Fail** |
|  | **TOTAL** | **100%** |

The **Technical Merit** criteria is made up of the following sub-criteria:

|  |  |  |
| --- | --- | --- |
| **5.1.3.1** | **Service Requirements**  | **Pass/Fail** |
| **5.1.3.2** | **Value for Money (VfM)** | **10%** |
| **5.1.3.3** | **Contract Management**  | **25%** |
| **5.1.3.4** | **Other Products**  | **5%** |
| **5.1.3.5** | **Social Value Outputs & Environmental Sustainability**  | **Not Scored** |
| **5.1.3.6** | **Sub-Contracting**  | **Pass/Fail** |
| **5.1.3.7** | **Customer Care** | **Pass/Fail** |

The top 3 tenderers will then be taken forward the stage of an interview. This stage will be used to moderate your scores by clarifying information provided in your company’s bid and answering additional questions in relation to your bid which will be scored.

|  |  |  |
| --- | --- | --- |
| **5.2** | **Interview** | **10%** |
| **5.2.1** | **Site Visit to Referee Premises of Midland Hearts Choice** | **10%** |

The final stage would be to complete a site visit to a referee of Midland Hearts choice. This referee will be an organisation that you have worked with in the last 2-3 years. Set questions will asked on the day of the visit to your referee in relation to the service you have provided which is similar to Midland Hearts specification requirements and will be scored.

Technical scores from the Tender stage will then be added together to give a total **technical score out of** **60%** Which will then be added to the **Price score (out of 40%) to give an overall score of 100%.**

**Tenderers invited to the Interview stage will be expected to provide any equipment, consumables and suitably qualified/skilled staff required during this process free of charge.**

* 1. **Supplier Evaluation**

The evaluation of submissions will be on the criteria listed below in **5.3.1 & 5.3.2.** The criteria will count for 100% of the overall evaluation with the relevant weightings listed next to each individual criteria stated below.

Evaluation criteria will be a combination of both financial and non-financial factors and will consider the following areas:

**5.3.1 Price (40%)**

**The Price criteria carries a weighting of 40%** of the overall achievable score. The supplier must provide an economically sound, innovative and commercially attractive proposal offering outstanding customer service and satisfaction.

**There will be two Lots that suppliers can bid for:**

**Lot 1 – (Full Service) - The supplier will provide the telephony services between the hours of:**

* **19:00 on Monday to 08:00 on Tuesday**
* **19:00 on Tuesday to 08:00 on Wednesday**
* **19:00 on Wednesday to 08:00 on Thursday**
* **19:00 on Thursday to 08:00 on Friday**
* **19:00 on Friday to 08:00 on Monday**

**As part of the full service the supplier will be also required to:**

* **Provide services on all days not deemed to be a Business Day.**
* **Provide the services on 5 “concessionary” days in any 12 month period. These days shall be notified to the service provider in advance within at least 1 months notice.**
* **Provide the services for a minimum of 36 additional hours during the Business Day for Team Briefs. These are currently held:**
1. **Between 14:00 and 15:30 on the first Thursday of each calendar month.**
2. **Between 14:00 and 15:30 on the third Thursday of each calendar month.**
* **Provide the services during the Business Day, and at short notice, to ensure service delivery to Midland Heart’s customers can be maintained during periods where Midland Heart’s Customer Service Centre is unable to operate.**
* **All hours of operation are subject to change as required by Midland Heart. If the hours of operation are to change, the service provider will be given a minimum of one months written notice.**

**Please state in your answer if you intend the service to have the following and what are the associated costs:**

1. **Access to Midland Heart I.T systems**
2. **No access to Midland Heart I.T systems and what system you are intending to use. Please include the full processes of how you anticipate this will work and any additional information that is relevant to this question.**

**NOTE: Midland Heart are currently undergoing a “Customer First Programme” where an improved offering is to be provided to our customers. This will result in changes to the core I.T systems and solution.**

**NOTE: Lot 1 (full service) will carry a weighting of 40%.**

**Lot 2 – (Part Service) – The supplier will provide the telephony services between the hours of:**

* **19:00 on Friday to 08:00 on Monday**

**Please state in your answer if you intend the service to have the following and what are the associated costs:**

1. **Access to Midland Heart I.T systems**
2. **No access to Midland Heart I.T systems and what system you are intending to use. Please include the full processes of how you anticipate this will work and any additional information that is relevant to this question.**

**NOTE: Midland Heart are currently undergoing a “Customer First Programme” where an improved offering is to be provided to our customers. This will result in changes to the core I.T systems and solution.**

**NOTE: Lot 2 (part service) will not be scored and is for information purposes only. If you can provide a part service also Midland Heart would like to know the associated costs for this.**

Please see **(Appendix 5)** Pricing Schedule comprising of **1. Lot 1 (full service) and Lot 2 (part service).**

**NOTE: Suppliers are requested to complete all pricing schedules they wish to bid for.**

A price score shall be calculated for each tender by reference to the lowest tender, which is given a points score of **60** (**60**%). One point shall be deducted from each of the other tenders for each percentage point above the lowest in accordance with the following formula:

60 x (a / b) = score

**where -**

**a =** price of lowest Bidder

**b =** price of tender being evaluated

5.3.1.1 Prices submitted as part of this ITT must remain open for acceptance for a **minimum of 120 days** from the closing date for the receipt of offers.

5.3.1.2 Prices must be Inclusive of **VAT**. Please see (**Appendix 5)** for Pricing schedules that should be completed and returned as part of your tender response.

5.3.1.3 The contract price will be **fixed** for the duration of the contract.

5.3.1.4 Bidders must demonstrate how their proposals represent overall value for money and how they will assist Midland Heart with cost initiatives.

**5.3.1.5 When submitting a tender, tenderers are required to include all costs relating to TUPE in their pricing submission.**

**5.3.2 Technical Merit (Quality) (40%)**

Quality – **This criteria carries a weighting of 40%** of the overall achievable score and is broken down into the following areas and respective weightings.

**Please take the opportunity to fully describe the service and approach you are able to offer including wherever possible practical examples.**

**Each question must be answered in no more than 2000 words**

 **WEIGHTING**

**Service Requirements Pass/Fail**

**Score Available = Pass/Fail**

(a) Please provide a detailed response to each of the requirements listed within the Specification (Appendix 2). Please make sure you include:

* Sample documentation and detailed information for each of the listed requirements
* Provide case studies of working with a similar type of client as Midland Heart e.g. where you have/are managing vulnerable customers, distressed callers etc.

(b) Please provide a detailed statement of how you would initiate and implement the services. This should include (this list is not exhaustive) the following:

* A copy of your business continuity plan and a detailed statement of what contingency plans you have in place to cover any I.T system failures.
* Recruitment off additional FTE (if required)
* Key personnel and their involvement in the implementation
* Full mobilisation plan stating timescales for implementation
* Infrastructure and IT requirements including potential integration with Midland Hearts IT Systems.
* Accessibility to procedures and information
* Training for staff (including likely timescales based on availability and minimising the impact on current service delivery).

**Value for Money (VfM) 10%**

Please provide a detailed statement of how you will ensure Value for Money (VfM) throughout the contract life?

**Score Available = 10%**

**Contract Management 25%**

Please provide a detailed statement of how you will manage the performance of your contractual obligations against the Key Performance Indicators (KPI’s) provided in Appendix 3. This should include (this list is not exhaustive) the following:

**Score Available = 25%**

* Management of adviser performance
* Improving poor performance
* Measures and processes you have in place

**Other Products 5%**

What other products are you able to offer to Midland Heart outside of the standard specification?

**Score Available = 5%**

**Social Value Outputs & Environmental Sustainability Not Scored**

 Please review and complete Appendix 4.

**Score Available = Not Scored**

**Sub-Contracting Pass/Fail**

**Midland Heart would require the supplier to NOT sub-contract the service out to a third party provider. Can you therefore please state if your organisation is intending to sub-contractor for this contract?**

**Score Available = Pass/Fail**

**Customer Care Pass/Fail**

i) What initiatives has your organisation introduced with current contracts to improve:

(a) communication with customers

(b) levels of call answered and dealt with quickly & efficiently

(c) better engagement with tenants to ensure they are satisfied with the service

The information supplied will be checked for completeness and compliance before Tenders are evaluated. Failure to comply with any of the requirements or any other specified requirements might render a tender liable to disqualification.

NOTE: Please state the question asked at the top of every answer submitted for the quality aspect of the tender.

Midland Heart reserves the right to suspend, cancel or withdraw the tender process at any time and will not be responsible for any costs incurred to potential suppliers.

**NOTE: If any criteria within the specification document are classed as non compliant Midland Heart will not be able to take your tender through to the next stage. If however you state that you are non compliant and are able to provide an alternative solution, then this may be considered but not a guarantee that it will be accepted.**

* 1. **Scoring Principles**

Submitted Tenders will be assessed against the above criteria and scored using the following point’s system principles:

|  |  |
| --- | --- |
| **Key** | **Performance** |
| **0** | **No Requirement Met** |
| **1** | **Meets Very Little Requirements** |
| **2** | **Meets Some Requirements** |
| **3** | **Partially Meets Requirements** |
| **4** | **Mostly Meets Requirements** |
| **5** | **Fully Meets Requirements** |

* 1. **Evaluation Process**

Each Offer Schedule will be scored in accordance with the evaluation process stated above.

Clarifications maybe sought in writing, or by interview/presentation from the suppliers and scores adjusted accordingly.

Full or partial proposals that in the opinion of Midland Heart are unrealistically low or not reasonable sustainable (in terms of Quality or Price) may be rejected.

* 1. **Contract Term**

The contract will be for a period of **2 Years with an option to extend for a further 1+1 years subject to contractor performance and benchmarking of the current market conditions**.

**SECTION 6 – SPECIFICATION**

Please see/refer to **Appendix 2** for the specification.

**SECTION 7 – Terms For Submission of Electronic Tenders**

**7.1 Closing Date & Submission**

The closing date and time for the receipt of submissions and all requested documentation relating to this stage is **16:00 hours (4pm)** on **29th October 2015**. Late submissions will not be accepted.

Submissions will only be accepted if they are returned via Midland Heart’s electronic tendering software package Bravosolutions. Bravosolutions may be accessed via:

[**https://iewm.bravosolution.co.uk/web/login.shtml**](https://iewm.bravosolution.co.uk/web/login.shtml)

* 1. **Proposed Schedule of Events**

The proposed schedule for the procurement process is as follows. However, the dates indicated, except for the return date should be regarded as indicative at this stage as Midland Heart reserves the right to extend and / or amend the timetable as necessary. Any major changes will be discussed with potential tenderers.

|  |  |  |
| --- | --- | --- |
| **Activity** | **Start Date** | **Finish Date** |
| Invitation to Tender (ITT) Submission (via Bravo)  | **05th October 2015** |  |
| Tenderers must submit questions and comments regarding tender documents (ITT) by | **05th October 2015** | **19th October 2015** |
| MIDLAND HEART responds to questions and comments via email to all tenderers | **05th October 2015** | **21st October 2015** |
| Tender Closes |  | **29th October 2015** |
| Proposals evaluated | **30th October 2015** | **3rd November 2015** |
| Interviews  | **TBC** | **TBC** |
| Site Visits | **TBC** | **TBC** |
| Recommendation to Director | **16th November 2015** | **18th November 2015** |
| Bidders notified of contract award | **23rd November 2015** |  |
| Standstill Period  | **23rd November 2015** | **02nd December 2015** |
| Contract signing/finalisation  | **03rd December 2015** | **18th December 2015** |
| Mobilisation Period  | **01st January 2016** | **31st March 2016** |
| Contract to start | **01st April 2016** |  |

**7.3 Confidentiality and Disclaimer**

This ITT is not an offer capable of acceptance, but represents a definition of specific legal service requirements and an invitation to submit a response addressing such requirements.

Neither the issue of the ITT to you, your preparation and submission of a tender, or the subsequent receipt and evaluation of your tender by Midland Heart commits Midland Heart to award a contract to you or any other bidder, even if all requirements stated in the ITT are met. Midland Heart is not responsible directly or indirectly for any costs incurred by your firm in responding to this ITT and participating in Midland Heart’s procurement process.

All firms shall keep strictly confidential any and all information contained in this ITT, and other information or documents made available to it by or on behalf of Midland Heart in connection with this ITT. The firms shall not disclose, nor allow any such information to be disclosed. Submission of a formal response to this ITT will confirm your agreement to observe these confidentiality requirements.

Contact by the firms with Midland Heart during the bidding process should only be with the individuals named in the letter sent from Midland Heart dated **05th October 2015** as the Midland Heart tender contacts. Respondents shall not offer or give any consideration of any kind to any employee or representative of Midland Heart as an inducement or reward for doing, or refraining from doing, any act in relation to the obtaining or execution of this or any other contract with Midland Heart.

**7.4 Response/Return of Invitation to Tender**

Please provide a response to this ITT by completing appendices the appendices listed below and providing any additional or supporting information, which you consider appropriate. In completing the ITT, please adhere to the structure contained in this document and include “Not applicable” where appropriate. Please note that Midland Heart is also seeking proposals regarding how value can be added to its minimum service requirements and suggestions for improvements to them should be included where this is felt appropriate.

It is the Tenderers responsibility to contact the Bravosolutions helpdesk for support should they have any difficulties uploading or accessing the tender documents.

Tenderers are advised that it is **compulsory** to complete and return all of the following documents. Failure to do so will mean that your tender is not considered.

1. **Completion of Tenderer Declaration (Appendix 1)**
2. **Completion of Social Value & Environmental Sustainability (Appendix 4)**
3. **Completion of the Pricing Schedules – (Appendix 5)**
4. **Completion of quality questions stated in section 5.3.2 of this tender.**
5. **Completion of Terms & Conditions (Appendix 6)**
6. **Completion of Health & Safety Non-Building Contractors Questionnaire (Appendix 7)**
7. **Completion of Contractors Duty Form (Appendix 8)**
8. **Completion of Tenderer Questionnaire (Appendix 9)**
9. **Completion of Anti Virus & Data Protection (Appendix 10)**

**7.5 Questions**

If you have any specific questions concerning this document or the process for submission of your proposal, then please email through Bravosolutions . Only questions submitted to this portal will be answered. It would be most helpful if queries could be submitted in one email rather than piecemeal within the deadline stated in 7.2 of this document.

All responses to received and any communication from tenderers will be treated in strict confidence.

* 1. **Material Misrepresentation**

Midland Heart shall reply on the information provided by the bidder in relation to its offer. In providing the services as specified in the Invitation To Tender documents the successful bidder/tenderer shall comply with the contents of its offer as failure in this respect may constitute a material breach of contract.

* 1. **Collusive Bidding**

Collusive bidding is unaccepted by Midland Heart. Any tenderer that is caught by Midland Heart to be circumventing rules or the law during this tender process will automatically be disqualified from the tender process.

This applies to any bidder who:

**a).** Fixes or adjusts the amount of his bid by or in accordance with any agreement or arrangement with any other person, or

**b).** Communicates to any person other than Midland Heart the amount or approximate amount of his proposal (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender for instance) or,

**c).** Enters into any agreement or arrangement with any other person\* that he shall refrain from bidding or as to the amount of any bid to be submitted, or

**d).** Offers or agrees to pay or give, or does pay or gives 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 Offer or proposed Offer for the Services or any act or omission will be disqualified (without prejudice to any other civil remedies available to Midland Heart and without prejudice to any criminal liability which such conduct by a bidder may attract).

* 1. **TUPE**

The following provisions regarding TUPE are extremely important. Please ensure that you read them carefully.

Midland Heart expects that TUPE **NOT APPLY** to this contract.

* 1. **Bribery**

Bribery means any offence under the Bribery Act 2010 or related Laws creating offences in relation to offering, promising or giving a bribe or requesting, agreeing to receive or receiving a bribe

The Contractor agrees with the Client that this Contract will operate on the basis of zero tolerance being shown towards any Fraud and/or Bribery. The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud and Bribery by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Client and with the operation of this Contract.

**APPENDIX 1 Form of Tender**

**Declaration by Tenderer**

**ITT Title: Insert Contract Name**

1. I, *[insert name]* , certify that I am the person duly authorised to sign tenders for and on behalf of *[insert company name],* the tenderer, and having read the documents, offer to supply the goods, services or works:
* as set out in the letter of invitation to tender, the specification and accompanying tender documents, samples and/or drawings.
* under the terms and conditions indicated
* at the price (or prices) specified in the attached tender documentation.

2. It is agreed that any or other terms and conditions of contract or any caveats, assumptions, reservations or exclusions that may be printed on correspondence emanating from the tender, or any Contract resulting from this tender, shall not be applicable to this tender or agreement.

3. I certify that this is a bona fide tender and that I have not fixed or adjusted the amount of the tender by, or under, or in accordance with any agreement with any other person. I have not done, and undertake that I will not do at any time before the hour and date specified for the return of the tender, any of the following acts:

* Communicate to a person other than Midland Heart, the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender
* Enter into an agreement or arrangement with any other person that he/she will refrain from tendering or to the amount of any tender to be submitted
* Offer, or pay, or give, or agree to pay any sum of money or valuable consideration, directly or indirectly to any person for doing, or having done, or causing to be done in relation to any tender or proposed tender, for the said work, any act or thing of the sort described above.

4. I further certify that the principles described in paragraph 3 have been, or will be, brought to the attention of all subcontractors, suppliers and associated companies providing services or materials connected with the tender and any contract entered into with the subcontractors, suppliers or associated companies will be made on the basis of the compliance with the above principles by all parties.

5. I understand that Midland Heart reserves the right, unless the tenderer stipulates to the contrary in the tender, to accept such portion thereof as Midland Heart may decide. Midland Heart is not bound to accept the lowest or any tender.

6. I have obeyed the rules regarding confidentiality of tenders and will continue to do so as long as they apply.

7. I can confirm that I accept that any breach of any of the conditions could lead to any tender being rejected or to the rescission of the Contract by Midland Heart.

|  |  |
| --- | --- |
| Authorised Signatory |  |
| Date  |  |
| Name in BLOCK LETTERS  |  |
| Job Title  |  |
| Telephone Number  |  |
| E-mail address  |  |

Please ensure that the form is completed and signed before being returned with any other supporting documentation requested, by the due date and time. Use the checklist to ensure that you have submitted the relevant documents.

**APPENDIX 2 – SPECIFICATION**

Please see attached document for the Specification

**APPENDIX 3 - KEY PERFORMANCE INDICATORS (KPI’S)**

**Please see attached document for the Key Performance Indicators (KPI’s)**

**APPENDIX 4 – SOCIAL VALUE & ENVIRONMENTAL SUSTAINABILITY**

**Please see attached document for Social Value & Environmental Sustainability**

**APPENDIX 5 – PRICING SCHEDULE**

**Please see attached document for the Pricing Schedule**

**APPENDIX 6 – TERMS & CONDITIONS**

**Please see attached document for the Terms & Conditions. This shall form the basis of the main terms and conditions of the contract. The successful bidder must thoroughly review, agree and comply with the Contract Terms and Conditions Agreement.**

**APPENDIX 7 – HEALTH & SAFETY NON-BUILDING CONTRACTORS QUESTIONNAIRE**

**Please see attached document for Health & Safety Non-Building Contractors Questionnaire**

**APPENDIX 8 – CONTRACTORS DUTY FORM**

**Please see attached document for the Contractors Duty Form**

**APPENDIX 9 – TENDERER QUESTIONNAIRE**

**Please see attached document for the Tenderer Questionnaire**

**APPENDIX 10 – ANTI VIRUS & DATA PROTECTION**

**Please see attached document for Anti Virus & Data Protection**