

**Invitation to Tender**

**Open Procedure**

**The provision of Internal Auditor Services at Greatwell Homes.**

**Note to all prospective tenderers** – this ITT is for your information and can be downloaded as a reminder while you are completing your proposal online via the Delta eProcurement portal. It contains important information on how to complete and submit your proposal, so please **read carefully**. This document should not be completed and submitted as your tender proposal. Only proposals completed and submitted via the Delta eProcurement portal as per the instructions in this document will be considered. Greatwell Homes may exclude a tenderer for not completing or submitting a proposal as instructed.

If you experience any **technical difficulties** with using the Delta eProcurement Portal, please ring the **Delta Helpdesk on 0845 270 7050**.

For other queries please contact **Karen Willoughby, Procurement Manager** via the Delta Message Centre, or **procurementteam@greatwellhomes.org.uk**.

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| **Date notice publication** | **15th July 2019** |
| **Deadline for receipt of tender proposals** | **14:00 on 13th August 2019** |

1. **Background**

Greatwell Homes was created as Wellingborough Homes in 2007 after a Large -Scale Voluntary Transfer (LSVT) to own and manage Wellingborough Borough Council’s housing stock; now managing more than 80 per cent of the social housing stock within Wellingborough and the 15 surrounding villages. With over 4800 homes in ownership and 125 employees we are the largest local landlord within the Borough of Wellingborough and continue to expand across the Borough borders. After over 11 years as Wellingborough Homes much had changed so the decision was made to change the name to reflect our ambitions to grow into the wider Northamptonshire area and transition into a more digital-based organisation. The name **Greatwell Homes** was chosenbecause as an organisation we are committed to proving **great** services and high-quality living environments, and even though we are growing, Wellingborough and surrounding areas will always be an important part of who we are.

**1.1 Who we are and what we do:**

We are a locally based Housing Association in and around Northamptonshire with a commitment to:

 ● Develop a diverse range of new homes to meet local needs.

 ● Work with our customers to provide great homes and value for money services.

 ● Invest in communities where it supports our customers and protects our business.

**1.2 Our Mission and Objectives**

“***Working successfully with our customers and communities to***

***provide great services and high-quality living environments”.***

We will achieve our Mission by delivering our four corporate strategies, underpinned by our four corporate frameworks:

**Our Values**

## Our style of work, and the values our team members express everyday, are key to our success. We expect anyone working for us or on our behalf to live our values of:

**Respect:**

We will treat each other and anyone who deals with us with respect and recognise everyone as an individual.

**Trust:**

We will be open and honest with our colleagues, customers and external partners and we will deliver on the commitments that we make.

**One Team:**

We will be one team, working collaboratively, listening and communicating clearly with our customers to deliver great services.

**Empowered:**

We will be bold, progressive, seek to empower our customers and be confident in the decisions we make.

**Efficient and Effective:**

We will work efficiently and effectively, continuously looking for ways to improve and deliver value for money.



Greatwell Homes is a not for profit housing association.

For further information about Greatwell Homes please refer to our website at [www.greatwellhomes.org.uk](http://www.greatwellhomes.org.uk/)

**2. Description and Requirement Characteristics**

Greatwell Homes is looking for a supplier who can provide a comprehensive solution to perform internal audit services with effect from 1 April 2020. The internal audit service is to provide independent, objective assurance and consulting services designed to add value and improve the organisation’s operations. It helps the organisation accomplish its objectives by bringing a systematic, disciplined approach to evaluate and improve the effectiveness of risk management, control and governance processes.

**2.1 Contract Description and Scope**

The scope of work of the internal audit service is to determine whether the organisation’s network of risk management, control and governance processes, as designed and represented by management, is adequate and functioning in a manner that ensures that:

• risks are appropriately identified and managed;

• interaction with the various governance groups occurs as needed;

• significant financial, managerial, and operating information is accurate, reliable, and timely;

• employees’ actions comply with policies, standards, procedures, and applicable laws and regulations;

• resources are acquired economically, used efficiently, and adequately projected;

• programmes, plans and objectives are achieved;

• quality and continuous improvement are fostered in the organisation’s control process;

• significant legislative or regulatory issues affecting the organisation are recognised and addressed appropriately;

• opportunities for improving management control, profitability and the organisation’s image, which are identified during audits, are communicated to the appropriate level of management.

**2.2 The Key Aims, Objectives and Outcomes**

The key aims, objectives and required outcomes of this proposed contract are to:

* Increase services and efficiencies and improvements;
* Improve Customer Satisfaction;
* Achieve Value for Money;
* Develop a flexible annual plan using an appropriate risk-based methodology, including any risks or control concerns identified by management, and submit that plan to the Audit Committee for review and approval as well as periodic updates;
* Implement the annual audit plan, as approved, including as appropriate any special tasks or projects requested by management and the Audit Committee;
* Maintain professional audit staff with sufficient knowledge, skills, experience, and professional certifications to meet the requirements of this engagement letter;
* Issue periodic reports to Audit Committee informed by the best practice in internal auditing;
* Help in the investigation of significant suspected fraudulent activities in the organisation and notify management and the Audit Committee of the results;
* Consider the scope of work of the external auditors and regulators, as appropriate, for the purpose of providing optimal internal audit coverage to the organisation at a reasonable overall cost.

**2.3** **For your information** our current internal audit setup comprises:

* Provide an annual assessment on the adequacy and effectiveness of Greatwell Homes’ processes for controlling its activities and managing its risks;
* Report on each internal audit carried out highlighting issues related to the processes for controlling the activities of Greatwell Homes, including potential improvements to those processes;
* Periodically provide information on the status and results of the annual audit plan.

**2.4 Contractual requirements** are:

● An initial 36 months agreement

● Transparent billing over the period of the contract with quarterly itemised invoicing showing total cost broken down to each audit, days and additional works carried out

● A detailed, concise Service Level Agreement (SLA) in plain English.

● The internal audit service will meet or exceed the Standards for the Professional Practice of Internal Auditing of The IIA – UK and Ireland.

The above lists are not exhaustive, and we welcome any additional

functionality suggestions that will add value to the contract and that allows

us to provide an effective service.

**3. Timescales**

We are looking to have a solution implemented by 1st April 2020.

The table below sets out the proposed timetable for the procurement, from the date of the ITT publication to signature of the Contract Documents. Greatwell Homes reserves the right to vary the timetable.

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| * Issue of ITT
 | 15th July 2019 |
| * Deadline for submission of tenderer clarification questions
 | 29th July 2019 at midday. |
| * Tender submission deadline via the Delta electronic procurement portal
 | 14:0013th August 2019 |
| * Tender evaluation
 | w/c 19th August 2019 |
| * Clarification Questions for tenderers if applicable and Moderation.
 | w/c 26th August 2019 |
| * Short listed Suppliers to be advised of date and time for interview
 | w/c 9th September 2019 |
| * Interviews for short-listed Suppliers
 | w/c 16th September 2019  |
| * Final evaluation and approval of winning tender
 | w/c 23rd September 2019 |
| * Notification of intention to award and commencement of 10-day standstill period
 | w/c 11th November 2019 |
| * Contract Award
 | w/c 18th November 2019 |
| * Commencement of Services
 | 1st April 2020 |

**Interviews**

Shortlisted tenderers will be required to participate in an interview. The interview will be used to explore further the quality and technical merit of the Tenderer’s delivery proposals for the contract and will contain different questions to those asked as part of the tender.

The interviews will be held during the period indicated in the timetable and tenderers will be advised by email of the time for their interview and other possible requirements.

**4. Evaluation Criteria**

 Greatwell Homes will use the Most Economically Advantageous Tender (MEAT) method of assessment allowing for the award of the contract to be based on more than just price.

 Our key considerations for selection are:

* How well the supplier demonstrates an understanding of Greatwell Homes’ requirements;
* How well the supplier demonstrates an understanding of Internal Audits specifically the requirements of a growing Housing Association and the environment we are operating in
* How well the supplier demonstrates its understanding on internal controls and assurance;
* How well the supplier demonstrates being able to meet our GDPR, Social Value, Environmental and Business Continuity obligations;
* How does the proposal offer Value for Money;
* Skills and experience of implementing a comprehensive end-to-end solution;

 Your proposal should belimited to relevant information only, including any appendices. It should distinguish your business from your competitors and explain how you will make a difference and add value for Greatwell Homes.

**4.1 The technical and qualitative questions account for 70% of the assessment of your tender.**

 Please answer the questions as fully as possible in Section 9 of the Delta Questionnaire, providing all the requested information, but no more than is asked for. Delta will allow 4000 characters in each answer field so plan carefully. While there is facility to upload documents to support your answers, Greatwell Homes respectfully ask that no promotional literature is provided unless it is **directly** related to the answer of a question. Any promotional literature will not be scored.

 Section 9 is a point scoring requirement and has a minimum threshold which must be met or passed for a tenderer’s submission to be compliant. Tenders failing to meet the minimum threshold will be rejected (see point 6 of this document).

 Points will be scored according to how far each Tenderer’s response meets Greatwell Homes’ requirements as set out in the Evaluation Criteria above (point 4).

**4.2 Scoring of the Technical and Qualitative Questions** will be carried out using the following criteria:

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| **Score** | **Assessment** | **Interpretation** |
| 5 | Excellent | Exceeds the requirement. Exceptional demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource& quality measures required to provide the works/services/supplies. Response identifies factors that will offer potential added value, with evidence to support the resource. |
| 4 | Good | Satisfies the requirement with minor additional benefits. Above average demonstration by the tenderer of the ability, understanding, experience, skills, resource& quality measures required to provide the works/services/supplies. Response identifies factors that will offer potential added value, with evidence to support the resource. |
| 3 | Acceptable | Satisfies the requirement. Demonstration by the tenderer of the relevant ability, understanding experience, skills, resource & quality measures required to provide the works/services/supplies, with evidence to support the resource. |
| 2 | Minor Reservations | Satisfies the requirement with minor reservations. Some minor reservations of the tenderer’s relevant ability, understanding experience, skills, resource & quality measures required to provide the works/services/supplies, with little or no evidence to support the response. |
| 1 | Serious Reservations | Satisfies the requirement with major reservations. Considerable reservations of the tenderer’s relevant ability, understanding experience, skills, resource & quality measures required to provide the works/services/supplies, with little or no evidence to support the response. |
| 0 | Unacceptable (Fail) | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the tenderer has the ability, understanding experience, skills, resource & quality measures required to provide the works/services/supplies, with little or no evidence to support the response. |

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| **QUESTION 1** |
| **REQUIREMENT**: Please provide details of your firm’s internal audit experience and how you would be able to draw upon this knowledge to aid Greatwell Homes to deliver a successful internal audit programme that mitigates against risks and strengthens internal controls. |
| **SCORING:** There is a weighting of 15% and a total of 5 marks available for this requirement. |
| **RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL** |

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| **QUESTION 2** |
| **REQUIREMENT**: Please provide examples which demonstrate measurable successes in previous contracts, specifically highlighting where value for money was achieved and risks were mitigated against. |
| **SCORING:** There is a weighting of 20% and a total of 5 marks available for this requirement. |
| **RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL** |

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| **QUESTION 3** |
| **REQUIREMENT**: Please provide an overview of your company structure, includingtotal numbers of employees and the number of employees engaged in internal audit services. Also provide details of the key staff identified to work with Greatwell Homes to deliver the service and any measure to ensure continuity of senior staff involved in the audits. |
| **SCORING:** There is a weighting of 10% and a total of 5 marks available for this requirement. |
| **RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL** |

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| **QUESTION 4** |
| **REQUIREMENT**: Please describe how you propose to work with Greatwell Homes to deliver the service required including:• Details of how you will meet the service requirements, particularly in relation to the process of carrying out an internal audit, working with management and providing quarterly internal audit reports to provide assurance to Greatwell Homes’ Audit and Risk Committee.• Samples of the types of auditing tools you use to carry out your investigations, monitor performance and identify gaps in internal controls• A copy of your proposed Service Level Agreement as a separate document within your Tender. |
| **SCORING:** There is a weighting of 15% and a total of 5 marks available for this requirement. |
| **RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL** |

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| **QUESTION 5** |
| **REQUIREMENT**: Please describe how you will be able to support Greatwell Homes in understanding sector risks, horizon-scanning and ensuring the annual audit plan remains relevant to the service provided by and the environment Greatwell Homes operates in. |
| **SCORING:** There is a weighting of 10% and a total of 5 marks available for this requirement. |
| **RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL** |

**4.3 The pricing accounts for 30% of the assessment of your tender.**

Delta requires you provide the **total** price of your proposal (£) excluding VAT, so make sure you have included everything, including all costs to allow for the provision of the solution described (see point 2) for the full term of the contract. The price must not be caveated and Tenderers should use the clarification procedure if they require further information. There will be facility to upload a pricing document to explain your costings.

 Price is evaluated based on the tendered overall price with the lowest overall (compliant) tendered Price scoring the full points for price (subject to that Tender not being “abnormally low”,). Each Tenderer which has not submitted the lowest overall price will receive 100% of the available marks less the percentage by which their Tender is above the lowest (for example, if the lowest bid is £10,000 and the next lowest bid £11,000 that Tender would score 90% of the available marks for this criterion).

You are required to upload a full breakdown of your costs/price matrix for the full term of the contract explaining your total bid amount for your proposal (£) excluding VAT, so make sure you have included everything.

**4.4 Evaluation Panel**

 Answers to the questions in Section 9 will be scored by the evaluation panel involving members of staff, along with board members, consultants and customers where appropriate. Where professional advice is sought on the answers to specific questions, the Professional concerned will not form part of the evaluating panel.

 Stage 1 of the evaluation - each member of the evaluating panel will score the responses from each tenderer independently to produce a preliminary ranking. The rationale for each scoring decision will be recorded for transparency.

 Stage 2 of the evaluation (if required) – clarification questions may be asked of tenderers where there are aspects of the submitted tender proposal that are unclear or contain errors. These questions will aim to clear up any ambiguity but will not be scored.

 Stage 3 of the evaluation – the independent scores will undergo moderation by the whole panel chaired by a non-scoring independent Chair.

 Stage 4 of the evaluation – your technical and qualitative scores will be combined with your price score to produce an overall score.

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| **Panel Member** | **Position/Relationship with Greatwell Homes** |
| Julie Robinson | Director of Resources |
| Loreen Herzig | Head of IT and Business Improvement |
| John Welch | Chair of Audit and Risk Committee |
| To be confirmed | Member of Audit and Risk Committee |

**5. Your submission via the Delta portal** will require completion of the following sections in the Questionnaire:

 ● Part 1 requires your Supplier information. (For information purposes; this is not scored)

 ● Parts 2 & 3 comprises declarations providing a formal statement that your organisation has not breached any ground for exclusion. (Yes/No answers are scored Pass/Fail)

 ● Part 4 establishes the economic and financial standing of your organisation. (Yes/No answers are scored Pass/Fail)

 ● Part 5, if applicable, establishes if your organisation is part of a wider group. (Yes/No answers are scored Pass/Fail)

 ● Part 6 requires up to three references who are prepared to be contacted by Greatwell Homes.

 ● Part 7 is a declaration regarding the Modern Slavery Act 2015.

 ● Part 8 includes questions about insurance.

 ● Part 9 comprises the technical and qualitative questions that relate to the tender exercise. (scored as stated in section 4.2)

● Part 10 is where the Total Bid Amount (Price) is submitted. (Scored as stated in section 4.3). You will also have facility to upload a full cost breakdown/price matrix.

**6. Minimum requirements**

 ● A valid tender is one that is received in accordance with the Instructions to Tenderers contained in this document. Validity will involve checking against the Greatwell Homes Contract Procedures and Financial Regulations (see **Appendix 1** - Extract from Greatwell Homes Financial Regulations). Tender submissions that do not satisfy this requirement will be eliminated and not considered further.

 **●** Although “information only” questions are not scored, legally they are representations made by the Organisation in the tender process. An Organisation can be excluded from the tender process at any stage if any of those representations are found to be untrue.

 ● For scored questions a common marking system will be adopted. Please refer to point 4.2 above.

● Only Greatwell Homes staff members on a panel will assess whether an Organisation has met Greatwell Homes’ minimum required standards and while professional advice may be taken. Greatwell Homes’ decisions whether an Organisation has met the minimum standards and the appropriateness of the scores allocated for the purposes of the evaluation will be final. Greatwell Homes will give feedback on this to Organisation that do not meet the required standards.

 ● Any ‘Fails’ recorded in Sections 2 and 3 will not have met minimum requirements and may be excluded from the tender process unless there is satisfactory evidence of ‘Self Cleaning’ (see point 7.3).

 ● Any Organisation that scores ‘0’ (Zero) to any question in Section 9 will not have met minimum requirements and shall be excluded from the tender process.

● The minimum score for the technical and qualitative element of the tender to be achieved to be deemed compliant is 15 of the available 25 points. Only tenders which meet or pass this threshold will be considered further in the tender process. If a tender is below this threshold then it may be excluded.

**7. Exclusions**

7.1 Grounds for Mandatory Exclusions

 ● In relation to Section 2 of the Delta questionnaire, you will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved);

● However, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your Organisation is in that position, please provide details.

7.2 Grounds for Discretionary Exclusions

● Greatwell Homes may exclude any Organisation who fails any of the situations set out in Section 3;

 ● Greatwell Homes may exclude the Organisation if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure;

 ● Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Organisation to inform Greatwell Homes, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by Greatwell Homes should not represent a conflict of interest for the Organisation;

 ● Greatwell Homes may assess the past performance of an Organisation and may consider any failure to discharge obligations under the

 previous principal relevant contracts of the Organisation completing this ITT. Greatwell Homes may also assess whether specified minimum standards for reliability for such contracts are met; and

 ● In addition, Greatwell Homes may re-assess reliability based on past performance at key stages in the procurement process (i.e. Organisation selection, tender evaluation, contract award stage etc.). Organisation may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

7.3 ‘Self Cleaning’

 Any Organisation that answers ‘Yes’ to questions in Sections 2 and 3 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Organisation must demonstrate it has taken such remedial action, to the satisfaction of Greatwell Homes in each case.

 If such evidence is considered by Greatwell Homes (whose decision will be final) as enough, the economic operator concerned shall be allowed to continue in the procurement process.

 For the evidence referred to above to be enough, the Organisation shall, as a minimum, prove that it has:

 ● Paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

 ● Clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

 ● Taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

 The measures taken by the Organisation shall be evaluated taking into account the gravity and circumstances of the criminal offence or misconduct. Where the measures are considered by Greatwell Homes to be insufficient, the Organisation shall be given a statement of the reasons for that decision.

**8. Disclaimer**

8.1 The materials in this ITT and accompanying documents reflect Greatwell Homes’ current requirements for Internal Auditor Services. Greatwell Homes reserves, at its discretion, the right to amend such materials as it considers appropriate from time to time.

8.2 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:

* Neither Greatwell Homes nor any of its advisers accept any liability, responsibility or duty of care to anyone other than Greatwell Homes for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which this ITT relates;
* Neither Greatwell Homes nor any of its professional advisers 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 Tenderer, funder, other interested person or their professional advisers;
* Nothing contained in this ITT constitutes an inducement or incentive in any way to persuade an interested person to pursue its interest, make a Tender or enter into the Contract or any other related agreement;
* This ITT is not intended to provide a basis for any investment decision and should not be considered as a recommendation by Greatwell Homes or any of its advisers;
* Neither this ITT nor any information supplied by Greatwell Homes should be relied on as a promise or representation as to the future;
* 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; and
* No implied contract is to arise between Greatwell Homes and any Tenderer resulting from the issue of or any Tenderer’s compliance with this ITT or any matters related to it.

8.3 Greatwell Homes is not obliged to accept the lowest tender or any tender.

8.4 If Greatwell Homes needs to amend any tender documents before the closing date, we will write to you with any changes. If we extend the deadline for tender responses, we will advise you.

8.5 Greatwell Homes reserves the right, in its absolute discretion, to cancel or suspend this tender process at any time and for any reason. If we need to do this, we will notify you in writing as soon as reasonably practicably.

8.6 Greatwell Homes is not responsible and will not pay for any expenses or losses you incur during, but not limited to, the tender preparation, site visits, post-tender clarification meetings.

**9. Considerations**

9.1 The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined on the Delta portal, in this tender document and any other documents associated with this tender process and shall, in any event, be deemed to have done so before submitting its tender.

9.2 The Tenderer will be deemed for all purposes connected with the tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the services (in the context of and as described in the specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its tender.

9.3 Clarification Questions - At any time before midday on 15th July 2019, the Tenderer may, via the Delta Message Centre, request any information or raise any query in connection with the tender documents, the procedure leading to award of contract or any other matter relating to the Services.

9.4 Tenderer clarification questions will be answered in a single response that will be communicated in anonymised form to all Tenderers. Should a Tenderer wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked “In confidence – not to be circulated to other Tenderers” and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. Greatwell Homes will consider any such request for non- disclosure on its merits, and whether any regulations or considerations of probity require it to be denied. Where Greatwell Homes decides that the question or request, and its response, cannot be withheld from circulation, the Tenderer will have the opportunity to withdraw the question or request, or otherwise to re-present it in a different format, or to have the answer circulated to all Tenderers.

9.5 Greatwell Homes reserves the right not to respond to a clarification question where it considers that the response would prejudice Greatwell Homes’ own commercial interests.

**10. Generally**

10.1 The Tenderer shall include in its tender, details of all information or assumptions that it has considered in relation to the submission of its tender which must in any event be in accordance with the requirements, conditions and stipulations of these instructions. Tenders must not, however, be caveated.

10.2 In addition, the Tenderer shall give further written or verbal details any information as may reasonably be requested by Greatwell Homes.

10.3 Tenderers are required to complete all sections of Questionnaire on the Delta portal. Remember – the count for each answer field in 4000 characters.

10.4 If additional information is to be appended as a means of providing an answer, it must be clearly detailed within the relevant response box and attached to the relevant Section. Such additional information should be cross-referenced to the question to which it relates. Each Tenderer’s name must be stated on each additional sheet.

**11. Contract documents**

11.1 The successful Tenderer will be required to execute the Contract which embodies all the terms of the contract being procured, as set out in the ITT.

11.2 The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by Greatwell Homes.

**12. Rejection of Tenders**

12.1 Greatwell Homes reserves the right at its sole discretion to reject any tender submitted by a Tenderer in respect of which the Tenderer or any person employed by the Tenderer, whether to the Tenderer’s knowledge:

* Offers any inducement, fee or reward to any member or employee of Greatwell Homes or any person acting as an advisor for Greatwell Homes in connection with this procurement and / or the award of the Contract; and / or
* Discloses to any third party prices shown in its tender except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender from third party software providers, suppliers or, subcontractors, or for insurance; and / or
* Enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other Tenderer in its tender; and / or
* Fixes prices in its tender in accordance with any arrangement with any person or by reference to any other tender; and / or
* Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed tender any act or omission; and / or
* In connection with the award of the contract commits an offence under the Bribery Act 2010; and / or
* Has directly or indirectly canvassed any of the persons associated with this procurement and / or the award of the contract or who has directly or indirectly obtained or attempted to obtain information from any such person concerning any other Tenderer or tender submitted by any other Tenderer; and / or
* Has done anything improper to influence Greatwell Homes during the tender period; and / or
* Has failed to return the response document fully completed and signed or any accompanying documents.

12.2 On submitting a tender via the Delta portal the Tenderer understands that there is an implicit declaration to the effect that neither the Tenderer not any member of the Tenderer’s Organisation has engaged in collusive tendering or canvassed any office or advisor of Greatwell Homes;

12.3 Greatwell Homes reserves the right to reject a Tender and / or disqualify a Tenderer:

* Where the Tenderer is guilty of a material misrepresentation in relation to its Tender or any representation made during the Tender process;
* Where there is a change in identity, control, financial standing or other factor impacting on the pre-qualification selection (if applicable) and / or evaluation process affecting the Tenderer; and / or
* If the Tender is not in accordance with these instructions and all other instructions issued by Greatwell Homes during the tender period.

12.4 For the avoidance of doubt, any non‑acceptance or rejection by Greatwell Homes for any reason shall be without prejudice to any other civil remedies available to Greatwell Homes or any criminal liability that such conduct by a Tenderer may attract.

**13. Recommendations/Award process**

13.1 The Tenderer who has the highest score following the procedures outlined above, will receive the evaluation panel’s recommendation to be awarded the Contract.

13.2 In accordance with Greatwell Homes’ Procurement Policy and Financial Regulations, a Tender Recommendation Report will be submitted to the Asset and Compliance Committee for their approval. Upon receiving this approval, all suppliers will be sent a “Notice of Award of Contract” letter. Tenderers who have been unsuccessful will be provided with such information as is required by Regulation 86 of the Regulations, including the characteristics and relative advantages of the successful Tenderer.

13.3 After observing the required standstill period (10 calendar days) in accordance with Regulation 87 of the Regulations, the Contract will then be executed.

14. Acceptance of tender

14.1 The matters to which this ITT relates shall be governed solely by the express terms of the Contract, once executed.

14.2 The successful Tenderer will be required to commence the provision of the Service on or around 1st April 2020.

**15. Confidentiality & ownership of documents**

15.1 The tender documents and all other documentation issued by Greatwell Homes relating to the contract shall be treated by the Tenderer as private and confidential for use only in connection with the tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of Greatwell Homes save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and / or sub‑contractors and other information required to be submitted with the tender and only where such third parties have agreed not to disclose any information they receive to any other third parties.

15.2 Copyright in all the Contract and Tender documents belongs to Greatwell Homes or its advisers and all such documents and all copies thereof are and shall remain the property of Greatwell Homes and must be returned to Greatwell Homes upon demand.

15.3 Greatwell Homes may disclose detailed information relating to any Tender to Greatwell Homes’ directors, employees, agents or advisers and they may make the tender documents available for private inspection by Greatwell Homes’ directors, employees, agents or advisers.

15.4 Tenderers should note that the Government is considering making Registered Providers of Social Housing subject to the Freedom of Information Act 2000. As such, Greatwell Homes may be required to disclose information provided to it by Tenderers under that Act unless Greatwell Homes can establish either that the information is subject to a duty of confidence or that it is both commercially sensitive and the public interest in maintaining its confidentiality is greater than the public interest in disclosing it.

15.5 Greatwell Homes reserves the right to make publicly available any information submitted by Tenderers during the Tendering process, except where:

* It refers to individual tenants or members of staff; or
* It is genuinely commercially confidential.

15.6 During the Tendering period, Greatwell Homes will not disclose to any person (apart from its professional advisers, employees, directors and agents) genuinely commercially sensitive or confidential information communicated as such to it by any Tenderer. Tenderers should therefore ensure that any material they consider to be commercially sensitive or confidential is clearly marked to be confidential.

**16. Tenderer's warranties**

 In submitting a tender, the Tenderer warrants, represents and undertakes to Greatwell Homes that:

* It has not done any of the acts or matters referred to the “Rejection of tenders” section of these instructions and has complied in all respects with these instructions;
* All information, representations and other matters of fact given to Greatwell Homes by the Tenderer or its staff or agents in connection with or arising out of the Tender are true, complete and accurate in all respects at the time of submission of the Tender and Tenderer will notify Greatwell Homes in writing of any changes to that information that occur prior to entry into the Contract;
* It has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the tender documents and that it has not submitted the tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by Greatwell Homes;
* It has full power and authority to enter into the contract and carry out the Service and will, if requested, produce evidence of such to Greatwell Homes;
* It is of sound financial standing and the Tenderer and its directors and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other

 financial statements of the Tenderer) that may adversely affect such financial standing in the future;

* It has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Services in accordance with the contract and for the contract period; and
* it will not at any time whilst the Contract is in force or at any time thereafter claim or seek to enforce any lien, charge or other encumbrances over property of any nature owned by Greatwell Homes which is for the time being in the possession of the Tenderer in connection with carrying out the Services.

**17. Announcements**

17.1 Greatwell Homes reserves the right to publish the amounts of tenders and the name of the successful Tenderer(s) and to publish such other information regarding tenders as it may be required to publish in accordance with EU or other procurement rules or any other laws or regulations with which Greatwell Homes must comply.

17.2 No announcements or statements should be made by or on behalf of any Tenderer, in any section of the media (including radio, television, newspaper, internet and e-mail), unless Greatwell Homes has given its prior written approval to the proposal to publish and to the text.

**18. Language**

18.1 The Contract will be in English, governed by English law and subject to the jurisdiction of the English courts.

18.2 Any references to a partnership or partnering in this ITT or the Contract are not to be construed as suggesting that a partnership at law will be formed between Greatwell Homes and the successful Tenderer.

**Appendix 1: Extract from Greatwell Homes Financial Regulations**

**Acceptance of Tenders**

**Every tender must comply with the following procurement rules as**

**outlined in our Financial Regulations**

The Association will not be bound to accept the lowest or any tender.

No tender will be accepted unless it is addressed to the responsible officer and in accordance with the instructions to tenderers.

Confidentiality

Each invitation to tender shall require those tendering to give a written undertaking, which shall become a condition of the contract, that the amount of the tender has not been calculated by agreement or arrangement with any person other than the Association and has not been communicated to any person other than the Association, and will not be so communicated until after the award of the contract.

Disqualified Tenderers

Subject to the paragraph below, the Association shall have the power to disqualify from submitting further tenders to the Association any tenderer, who in its opinion has:

(i) consistently failed to submit tenders when invited to do so;

 (ii) withdrawn tenders unreasonably;

 (iii) failed to provide a satisfactory service in the past; or,

 (iv) been in breach of any contract with the Association and shown that they have consistently communicated with other tenderers in formulating tenders;

 (v) attempted to influence or bribe any Board or Committee member (including a co-optee) or any staff member or any person connected with any of the foregoing in order to gain an unfair advantage over other tenderers.

Where the contract in question is to be procured in accordance with the OJEU Regulations, the Association may only disqualify a tenderer from submitting a tender for that contract on the grounds for exclusion set out in the Regulations.

Declared Interests

There is a requirement for any tenderer to make the Association aware of any known relationships of a business or private nature where there is a ‘close connection’, as defined by the Association’s Conflict and Disclosure of Interest Policy, with staff or Board Members.

Properly Constituted Tenders

Each section of a tender must be separately priced and include reasonable and consistent rates.

Tenders which do not comply may be rejected as not being properly constituted.

Alteration of Tender Figure

In all cases where a nationally recognised form of contract is to be used then the appropriate nationally recognised Standard Code of Practice in relation to errors on tender documents shall apply.

Otherwise where examination of tenders reveals errors or discrepancies which would affect the tender figure(s) in an otherwise successful tender, the tenderer is to be given details of such errors and discrepancies and will be asked to correct any:

(i) error which can be corrected by saying which of two conflicting figures (for example multiplier or product, or carried forward or brought forward) is right;

(ii) obvious omissions, for example failure to insert any price where a space for a price is provided.

Should the tenderer refuse to make suitable corrections, the tender evaluation officer(s) may make the necessary corrections and inform the tenderer accordingly, who will be given the opportunity of confirming or withdrawing the corrected tender sum.

In each case the tender award decision must be based upon the corrected tender figures.

Nominated Sub-contractors and Suppliers

Any successful nominated subcontractor or supplier shall enter into a contract with the principal contractor and shall:

(i) indemnify the principal contractor against his liabilities under the main contract in relation to the works and goods included in the subcontract; and,

 (ii) comply with any conditions in the main contract which specify arrangements for the engagement of nominated contractors or suppliers.