



Invitation to Tender

Open Procedure

The Provision of Governance 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**.

Date notice publication	14:00 Wednesday 28 October 2020
Deadline for receipt of tender proposals	14:00 Friday 27 November 2020

1. Background

- The world is changing. COVID-19 is bringing massive transformation to our lives, the health and wellbeing of our communities, our service delivery and the nature and structure of our economy - in fact, every aspect of our existence.
- The absolute need to continue to deliver core services to our customers, in such challenging times, has transcended our original plans and ideas. Our business has transformed at a pace, and in ways, that could never really have been anticipated or understood. This major event is driving a faster move to remote and agile working and a re-definition of our operating model. However, our values and mission remain solid, critically at the foundation and heart of every decision we are making right now, and will continue to make, in relation to 'the new normal'.
- Safety, health, and well-being are now at the centre of everyone's lives. The home is more important than ever before, and the way we engage with our customers and communities is changed for ever. Our role is to lead the business through these challenging and changing times, harnessing, and supporting the goodwill and commitment of our staff so that we can continue in our mission of providing great services and high-quality living environments.
- Our financial strength and stability, coupled with robust and effective governance, has enabled us to maintain our excellent G1/V1 Regulatory Judgement.

1.1 Who we are and what we do:

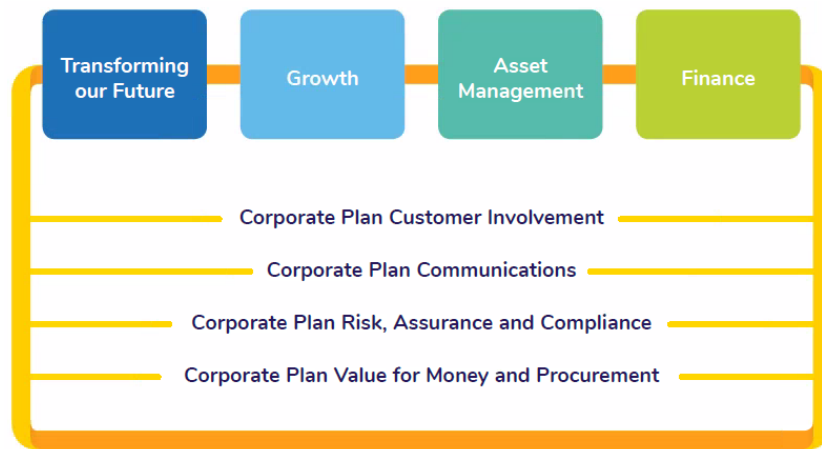
We are a locally based Housing Association in and around Northamptonshire with a commitment to:

- 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.



RESPECT



TRUST



ONE TEAM



EMPOWERED



EFFICIENT &
EFFECTIVE

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

1.3 Overview of the document and procurement process

Greatwell Homes will evaluate Tenderers' ITT responses to identify the most economically advantageous tender and will evaluate the responses to the selection questions in the SQ (see **Appendix 1**) and the Selection Criteria (see **Appendix 2**).

During the open procedure, negotiations between Greatwell Homes and Bidders on fundamental aspects of their offer, such as price, are not permissible.

The purpose of this document is to describe the Procurement Process and to provide further information about the Procurement.

All documents and Tenders will be prepared in the English language. The Procurement Process and all subsequent contracts will be subject to English law and the exclusive jurisdiction of the English courts.

The ITT aims to:

- provide information to Tenderers on the procurement and the opportunities available;
- set out clearly Greatwell Homes' requirements;
- provide information on Greatwell Homes' approach to the open procedure process;
- set out the deliverables required from Bidders; and
- set out the evaluation criteria and weightings that Greatwell Homes will use to assess Tenders.

Details of the overall timetable and submission deadlines and other key dates are outlined in Section **Error! Reference source not found.** (Timescales) below.

The questions that Tenderers are required to answer in the ITT are set out in **Appendix 2** to this document.

Tenders should be final and complete in meeting Greatwell Homes' requirements.

Please read this ITT and the guidance provided on the Portal carefully.

However, Greatwell Homes may request Tenderers to clarify aspects of their Bids where Greatwell Homes considers it appropriate to do so.

Following the submission of Tenders, Greatwell Homes expects to undertake an evaluation process to identify which Tender is the most economically advantageous tender (MEAT) and will be put forward for consideration to be awarded the Contract. Greatwell Homes reserves the right to vary the procedure as described in any of the Procurement Documents including in the ITT. Reasons for this may include, but are not limited to, supporting continued competition, avoiding unnecessary bidding costs and adhering to subsequent technical or legal guidance.

2 Description and Requirement Characteristics

Greatwell Homes is looking for a consultancy that can provide us with a comprehensive range of independent, robust and compliant governance service which supports our overall approach to effective governance.

The successful consultancy appointed will have to:

- Carry out the 3-year independent review of governance, including Board and Committee remit and structure, as specified in the NHF Code of Governance 2015.
- Provide support for the annual review of Board effectiveness including annual appraisals, skills assessments against our matrix, identifying skills gaps and developing collective and individual training and development plans for Members.
- Review and simplify the Governance and Delegations Framework ensuring it complies with regulatory standards.
- Provision of ad-hoc support and guidance as and when required.

The client-side lead for this contract will be Martin Wheatley, Chair of Remuneration and Selection Committee. In addition, the supplier will be required to liaise with and provide advice and support to the Chair, CEO and Company Secretary.

2.1 Contract Requirements

- The successful provider will be expected to enter into the Contract to provide Governance Services.
- In submitting a tender for the proposed contract you are deemed to have accepted entering into a contract.
- The term of the contract will be for an initial **36**-month with the option to extend for a further 12 months.
- Transparent billing over the period of the contract with quarterly itemised invoicing showing total cost broken down of lease, maintenance, software and all consumables – a ‘no hidden cost’ approach.
- A detailed, concise Service Level Agreement (SLA) in plain English.

2.2 The Key Requirements, Aims, Objectives and Outcomes

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

- Carry out the 3-year independent review of our governance arrangements, as specified in the NHF Code of Governance 2015. To specifically consider Board effectiveness and how they conduct their business to ensure best practice, and that documentation is compliant with the latest legislation and regulations including:
 - their governing instruments, delegations, regulations, standing orders,
 - structures and remit, including committees
 - systems and other formal documentation.
 - the timing and frequency of meetings.
 - the format of their agendas, papers, minutes and communications.
 - their collective performance as a decision-making body; and
 - their compliance with this code and their legal duties.
 - approach to improving diversity
 - the way the Board engages with customers

- Provide support over the term of the contract for the annual review of Board effectiveness including:
 - Review of skills matrix to align with corporate risks and strategic priorities.
 - Design, co-ordinate and support the annual appraisal of Board Members including review of skills against our skills matrix.
 - Identify skills gaps to inform succession planning.
 - Develop collective and individual training and development plans for Members.
 - Deliver, where appropriate, training to Board to support learning.
 - Report to RSC on the outcomes of the annual appraisals.
- Providing ad hoc support and advice to the Chair, Chair of RSC, CEO and Company Secretary on an ongoing basis throughout the term of the contract.

2.3 For your information our current Corporate Governance arrangements are:

- We have adopted the NHF Code of Governance 2015 and are fully compliant.
- Greatwell Homes is governed by a Board of Management supported by the Audit and Risk Committee and Remuneration and Selection Committee.
- The Board is currently made up of ten Non-Executives.
- This has been a period of change and transition for Greatwell Homes including in April 2019, a new Corporate Plan 2019-22 and a change of name and new brand. We have also seen several changes within the Board with five new members joining in September 2018, a further two new members joining in October 2019 and one in September 2020. Our current Chair, John Lewis, who has been on the Board since 2014 was appointed as Chair in September 2018.
- Our current board members are:
 - John Lewis (Chair)

- Simon Brooksbank (Vice Chair)
- John Welch (Chair of Audit and Risk Committee)
- Martin Wheatley (Chair of Remuneration and Selection Committee)
- Cheryl Armatrading
- David Beale
- Kevin Edwards
- Mona Shah
- Martin Lord
- Jo Robinson
- We have an Executive Management Team of three:
 - Jo Savage, Chief Executive
 - Julie Robinson, Executive Director and Company Secretary
 - Denise Lewis, Executive Director
- The governance function is supported by the Governance Assistant.
- We are G1/V1, our last IDA was in September 2018.
- The last independent review of our governance arrangements took place earlier this year. The review was very positive with some suggested improvements.

2.3.1 Our Governing instruments consist of our Rules, which were reviewed in light of legislative changes in the HPA in May 2018. The Rules are supported by the Governance and Delegations Framework which has specific detailed documentation relating to:

- Collective purpose and functions of the Board and our committees through terms of reference
- Role of our Board Members, skills required and how they are recruited and appraised
- Code of Conduct for Board Members
- Terms of Reference for the role of our Executive Management Team (EMT) and detailed delegations from Board to EMT
- Terms of Reference for the role of our Senior Management Team (SMT)

3. Timescales

We are looking to have a solution implemented by the end of April 2021.

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.

○ Issue of ITT	Wednesday 28 October 2020 – 2.00 pm
○ Deadline for submission of clarification questions	Wednesday 11 November 2020 – 5.00 pm
○ Tender submission deadline via the Delta electronic procurement portal	Friday 27 November 2020 – 2.00 pm
○ Tender evaluation	Week commencing 30 November 2020
○ Short listed Tenderers to be advised of date and time for interview	Week commencing 04 January 2020
○ Interview and presentation to Panel for short listed Tenderers	Week commencing 11 January 2021
○ Notification of intention to award and commencement of 10-day standstill period	Week commencing 25 January 2021
○ Contract Award Approval	11 February 2021
○ Contract Award	Week commencing 15 February 2021
○ Commencement of Services	01 April 2021

Interviews

Shortlisted tenderers will be required to participate in an interview, which will be used to explore further the quality and technical merit of the Tenderer's delivery proposals for the contract.

The interviews will be held during the period indicated in the timetable at 54 Denington Road, Wellingborough, NN8 2QH (Please note the interviews may be held virtually, in which case you will be sent all the details). Tenderers will be advised by email of the time for their interview. This will also provide an opportunity for tenderers to ask questions about Greatwell Homes and any aspects of the work involved in the contract.

As part of the interview process, Tenderers are required to participate in:

- A formal interview with the Selection Panel. The questions asked at this stage will be different from those asked as part of the tender exercise and all tenderers will be asked the same questions to ensure the equality of evaluation.
- A presentation of 10 mins covering the key aspects of the tender. Please note: this should not be used as a marketing opportunity.

4. Selection Questionnaire evaluation

Your submission via the Delta portal will require completion of the Standard Selection Questionnaire (see Appendix 1).

5. Tender Evaluation Criteria

Bidders should submit their responses to the technical and quality questions (see section 5.2 of this ITT) at Part 9 of the Delta Portal. These responses are scored as set out in this section 5.

Greatwell Homes will use the Most Economically Advantageous Tender (MEAT) method of assessment, based on the application of the detailed award criteria shown in Appendix 2 (Award Criteria).

Prior to carrying out the detailed scoring of the Tender, Greatwell Homes will conduct compliance checks (see Section 4)and any bids which are substantially incomplete, or which are non-compliant with the requirements set out in this ITT may be rejected.

Following compliance checks, each Tender will be evaluated and scored against the evaluation criteria and weightings and Tenderers ranked in line with their scores.

The evaluators will allocate scores in accordance with the scoring scale at section 5.2, and the award criteria set out at Appendix 2.

Tender prices will be evaluated and ranked automatically by Delta. The panel evaluating quality will not be aware of the prices tendered until the quality evaluation is complete.

Greatwell Homes reserves the right to update and refine the evaluation approach set out in this section 5 and Appendix 2 as well as the financial submission prior to the Tender submission deadline.

Once the quality and price scores have been allocated and moderated the weightings are applied and the resulting quality and price scores are combined for each Tenderer to produce a final overall score for that Tenderer. The successful Tenderer will be the one that submits the highest scoring overall Tender.

Your proposal should be limited 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.

5.1 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 provide no more than is asked for. Delta will allow a **maximum of 4000 characters** in each answer field so plan carefully. Where appropriate to the question, facility to upload documents to support your answer will be provided. Greatwell Homes respectfully ask that **no promotional**

literature is provided unless it is **directly** related to the answer of a question. Any other promotional literature will be disregarded.

Points will be scored according to how far each Tenderer's response meets Greatwell Homes' requirements as set out in the award criteria at Appendix 2.

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

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.

Answers to the Quality Questions 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. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid. Only the score corresponding to the commentary detailed in the scoring matrix may be awarded to a response (i.e. 0-5). No other scores may be used and decimal scores are not permitted (e.g. 3.6).

The Tender Evaluation Panel members will comprise of the following:

Name	Job Title	Role
Martin Wheatley	Chair of Remuneration and Selection Committee	Panel Member
Jo Robinson	Board Member	Panel Member
Jo Savage	CEO	Panel Member

Julie Robinson	Executive Director and Company Secretary	Panel Member
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The Panel will be supported by:

The Governance Assistant and Greatwell Homes Procurement Manager.

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 and may lead to an adjustment of the scores(s) awarded in stage 1 but will not be scored separately.

Stage 3 of the evaluation – the independent scores will undergo moderation by the whole panel chaired by a non-scoring independent Chair in order to reach an overall consensus score for each response and the rationale for that decision.

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

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

Bidders are required to set out their price in Part 10 of the Delta Portal.

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 delivery of the Contract for the **full term** of the contract. The price must not be caveated and Bidders should use the clarification procedure if they require further information. You may be asked to upload a pricing document/matrix giving a breakdown of your overall price. This document/matrix will not be evaluated.

Price will be ranked automatically by Delta, separate from the evaluation team conducting the quality evaluation and is based on the lowest price (provided such price is not “abnormally low” in accordance with the Public Contracts Regulations 2015).

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). All results will be rounded to two decimal places. The formula used will be:

$(\text{Lowest Tender Price}/\text{Bidder's price}) \times 100 = \text{Tenderer's price score}$

Example: Lowest tender price = £1000. Tenderer 1's Tender price = £1300.

Tenderer 1's price would attract a score of 76.92 calculated as follows:

$1000/1300 = 0.7692 \times 100 = 76.92$

Price scores will then be multiplied by the price weighting to give a final price score.

Example: In this example the price score of 76.92 is then multiplied by the overall price weighting of 30%, to give a final price score for evaluation purposes of 23.08 calculated as follows: $76.92 \times 0.30 = 23.08$

Final scores

The final overall quality + price score for each Tenderer is obtained by adding the final weighted quality score for that Tenderer to the final weighted price score for that Tenderer to give an overall combined quality + price score out of 100.

Each Tenderer's overall quality + price score will be compared with the other Tenderers' overall quality + price scores to identify the successful Tender(s).

6. Minimum requirements

- A valid tender is one that is received in accordance with the Instructions to Tenderers contained in this document. Greatwell Homes will check that the tender is complete and that all requested information has been supplied. Tenders that are incomplete may be rejected.
- 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. In the event a representation becomes untrue during the process the Organisation must let Greatwell Homes know as soon as reasonably practicable. In the event that the change is such that the Organisations submission would not have been regarded as meeting the requirements set out in this document, Greatwell Homes may be required to exclude the Organisation from further consideration.

- For scored questions a common marking system will be adopted. Please refer to point 5.2 above.
- Greatwell Homes staff members on the panel will assess whether an Organisation has met Greatwell Homes' minimum required standards. Greatwell Homes may take professional advice on this. 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 an Organisation that does not meet the required standards.
- Any 'Fails' recorded [in Sections 2 and 3 of the Delta Portal] will mean that the Organisation has not met the minimum requirements and will 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.

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 or if your organisation can show that it has carried out appropriate "self-cleaning" in accordance with paragraph 7.3. 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 (subject to “self-cleaning” as set out in paragraph 7.3);
- 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. 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 exclude an Organisation which has shown significant or persistent deficiencies in the performance of one or more substantive requirements under a prior public contract (which need not be with Greatwell Homes) which led to early termination, damages or other comparable sanctions.

The grounds for mandatory and discretionary exclusion continue to apply throughout the procurement procedure. At any time prior to entry into the Contract, Greatwell Homes may review whether any of the grounds for mandatory or discretionary exclusion apply. In the event that any such grounds apply, the provisions of 7.1 and 7.2 apply.

7.3 ‘Self Cleaning’

Any Organisation that answers ‘Yes’ to questions in Sections 2 and 3 should provide sufficient evidence, 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 the Governance 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 You are solely responsible for your costs and expenses incurred in connection with participating in all stated of the procurement process. 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, including where the tender process is suspended or abandoned.

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 Governance 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 17:00 Wednesday 7th October 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 Governance 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 is 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 a 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 Governance 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 nor 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 Greatwell Homes has power to reject any Tender from a Tenderer, who in its reasonable opinion has:

- consistently failed to submit Tenders when invited to do so;
- withdrawn Tenders unreasonably;
- failed to provide a satisfactory service in the past; or,
- been in breach of any contract with Greatwell Homes and shown that they have consistently communicated with other tenderers in formulating tenders;
- 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.

12.5 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.

12.6 There is a requirement for any tenderer to make Greatwell Homes aware of any known relationships of a business or private nature where there is a 'close connection', as defined by Greatwell Homes' Conflict and Disclosure of Interest Policy, with staff or Board Members. In the event of any failure by a Tenderer to do so, Greatwell Homes may exclude the relevant Tender from further consideration under paragraph 7.2 above.

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, it is the responsibility of the Executive Director Team, or its delegate, to approve the

recommendation from the evaluation panel (see 13.1). Upon receiving this approval, all suppliers will be sent a “Notice of Intention to Award of a Contract” letter.

- 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 Tenderers should note that any commitments made in the Tender responses shall, if they are awarded the Contract, be incorporated into the Contract requirements. Tenderers should therefore, ensure that their proposals are fully costed and deliverable.

- 14.2 Following identification of the highest scoring Tenderer, Greatwell Homes will carry out due diligence on the highest scoring Tenderer’s SQ responses. Greatwell Homes will request supporting documentation to verify the Tenderer’s responses and this must be provided without delay. Greatwell Homes’ contract award decision will be subject to satisfactory completion of this due diligence.

- 14.3 Subject to the due diligence referred to at paragraph 14.2, the successful Tenderer will be required to commence the provision of the Governance Services by April 2021.

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 and explain the reason for the sensitivity.
- 15.7 Tenderers must not mark the entirety of their Tender as commercially confidential. Tenderers should note that if they fail to comply with this, Greatwell Homes may treat the entirety of the Tender as non-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 Governance Services 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 Governance Services.

The Tenderer must submit completed Certificates of Non-Collusion and Non-Canvassing (set out in Appendix 3) as part of its Tender.

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

Selection Questionnaire

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. These are not scored and will only be contacted for the winning tenderer.
- Part 7 is a declaration regarding the Modern Slavery Act 2015. (Yes/No answer not scored).
- Part 8 includes questions about insurance. (Yes/No answer not scored).
- Part 9 comprises the technical and qualitative questions that relate to the tender exercise. (scored as stated in section 5.2).
- Part 10 is where the Total Bid Amount (Price) is submitted. (Scored as stated in section 5.3)

Appendix 2 –Award Criteria
Technical and Quality Questions

QUESTION 1
REQUIREMENT: Please provide details about your experience as an organisation to deliver this service.
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

QUESTION 2
REQUIREMENT: Please provide details of the technical skills and experience of the team who would be responsible for delivering this service.
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

QUESTION 3
REQUIREMENT: Please provide details of resources including facilities, and intellectual property which you propose to mobilise and to deliver the service for the term of the contract (This may include equipment, administration, etc).
SCORING: There is a weighting of 5% and a total of 5 marks available for this requirement.
RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL

QUESTION 4
REQUIREMENT: How would you ensure that you achieve performance criteria and that Greatwell Home is able to effectively monitor and manage performance?
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

QUESTION 5

REQUIREMENT:

How can you demonstrate your capability to deliver the project achieving high standards of quality?

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

QUESTION 6

REQUIREMENT:

Please provide details about your knowledge and understanding of the NHF Code of Governance 2015 and the changes that will need to be implemented when the new Code of Governance is in place as a result of consultation on the new Code?

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

QUESTION 7

REQUIREMENT:

Explain how your submission delivers value for money.

SCORING: There is a weighting of 5% and a total of 5 marks available for this requirement.

RESPONSE: SUPPLIERS TO RESPOND ON THE DELTA E-SOURCING PORTAL

Tenderers should ensure that their responses are tailored to the requirements as stated in the ITT; Greatwell Homes' stated objectives and the questions. Generic responses that do not address the key points raised by Greatwell Homes in this ITT will score less well than detailed responses which have been tailored to the particular requirements.

Tenderers should note that their tender proposals may be incorporated into the final contract. Tenderers should ensure that all of their proposals are deliverable for the tender price stated.

Price

The lowest-priced compliant bid will be awarded full marks and all other bids will be awarded a score reflecting the percentage deviation from the lowest-priced bid.

**Appendix 3 – Certificates
TENDER FOR THE GOVERNANCE SERVICES**

CERTIFICATE OF NON-COLLUSION

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To Greatwell Homes (“the Authority”)

The essence of the public procurement process is that the Authority shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle I/We certify that this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also certify that I/we have not done and undertake that I/we will not do at any time any of the following acts:

- a) communicate to a party other than the Authority the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender);
- b) enter into any agreement or arrangement with any other party that he shall refrain from bidding or as to the amount of any Tender to be submitted;
- c) offer or agree to pay or give or 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 any act or omission to be done in relation to any other Tender or the proposed Tender; or
- d) enters into any type of agreement or arrangement with any other party aimed at distorting the outcome of the competition

In this Certificate:

- the word “person” includes any person, body or association, corporate or incorporate
- the phrase “any agreement or arrangement” includes any transaction, formal or informal whether legally binding or not.
- the word “Tender” includes all Tender submissions

1 SIGNED
 POSITION

2 SIGNED
 POSITION

On behalf of
Date

TENDER FOR THE GOVERNANCE SERVICES

CERTIFICATE OF NON-CANVASSING

In the case of a Consortium, each Consortium Member must complete and return this Certificate.

To Greatwell Homes (“the Authority”)

I/We hereby certify that I/we have not in connection with the award of the contract for The Procurement or any other proposed contract for Governance Services

- canvassed any member, employee, agent of the Authority
- undertaken to unduly influence the decision-making process of the Authority
- undertaken to obtain confidential information that could confer upon me/us an undue advantage in the award of the contract

and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We further hereby undertake that I/we will not in the future do or seek to do the prohibited acts referred to above and that no person employed by me/us or acting on my/our behalf will do any such act.

1 SIGNED
 POSITION

2 SIGNED
 POSITION

On behalf of

Date

