



Professional services – Creative and design

Deadline for Tender Submissions:

4pm, Friday 26 November



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1. About us

The UK's population is undergoing a massive age shift. In less than 20 years, one in four people will be over 65.

The fact that many of us are living longer is a great achievement. But unless radical action is taken by government, business and others in society, millions of us risk missing out on enjoying those extra years.

At the Centre for Ageing Better we want everyone to enjoy later life. We create change in policy and practice informed by evidence and work with partners across England to improve employment, housing, health and communities.

We are a charitable foundation, funded by The National Lottery Community Fund, and part of the government's What Works Network.

We have four priority goals:

Work

More people are working later in life. But employment rates drop after the age of 55 – and over half of people have stopped working before state pension age.

Supporting people to be in good quality, fulfilling work, for as long as possible, is important for their financial security in later life.

The Centre for Ageing Better is calling on employers to become more age-friendly. This means offering flexible working, fair recruitment and training and progression at every age and actively recognising the positive contribution older workers make. Ageing Better is also working with partners to find ways of helping more people approaching later life to get back into work.

Housing

Most people want to live in their own home for as long as possible. But most housing in the UK does not meet accessibility standards. And millions of homes are not deemed decent – in other words, not safe or warm.

Safe, accessible housing can maintain or improve health, wellbeing and social connections as we age.

The Centre for Ageing Better is campaigning with partners for all new homes to be built to higher accessibility standards and for current housing to be radically overhauled. Ageing Better is also working with planners, designers and developers to provide diverse housing options for people approaching later life.

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Health

Too many of us spend later life in poor health and disability despite our longer lives. And people from the poorest areas are spending up to 20 years with disabling health conditions.

Good health allows us to remain independent, work and be involved in our communities.

The Centre for Ageing Better is working with national and local partners to prioritise prevention and early intervention. Ageing Better is also working to ensure people's living and work environments enable them to live a full life even if their health has declined or they have developed a disability.

Communities

The design of the places we live in can enable us to get out and about and meet people as we grow older. But many people face barriers that stop them doing the things they enjoy and that matter to them.

As people approach later life, it's important they live in communities that make it easier to stay connected to other people.

The Centre for Ageing Better is working with local government, businesses and voluntary sector partners to improve transport and community spaces. Ageing Better is also working to increase opportunities for people to be active and involved in their communities regardless of age, ability or circumstances.

**Let's take action today for all our tomorrows.
Let's make ageing better.**

2. Background to this Invitation to Tender (ITT)

NOTE:

- This Invitation to Tender (“ITT”) is available to download on the Ageing Better website and is open to any **bidder** submitting a proposal for the Contract (hereinafter referred to as the “**Contract**”) before the stated deadline.
- Although this ITT is not subject to the [Public Contracts Regulations 2015](#), Bidders are reminded that Ageing Better will conduct the process in accordance with the key EU principles of transparency, non-discrimination and equal treatment.
- Any clarification questions should be sent to responses@ageing-better.org.uk by Friday 15 October.
- Bidders should also notify us of their intention to bid by 4pm, Wednesday 10 November.

In autumn 2020, the Centre for Ageing Better established a framework of communications specialists to work on ad hoc projects over a two-year period.

The framework consists of companies and self-employed professionals who are called upon to support Ageing Better in producing outputs. The framework is separated into five lots: Copywriters; Proof-readers; Designers; Photographers; Filmmakers.

Separate from this framework, Ageing Better is creating additional frameworks that are each focused on a specific service. These consist of: creative and design; filmmaking and photography; copywriting and proofreading; events. This tender solely relates to creative and design; you can access the others via the [Ageing Better website](#).

In comparison to the 2020 framework, these new frameworks allow for greater specialism from service providers and for Ageing Better to be more specific with its requirements, as shown below in the scope of contract. Whereas the previous framework combined all areas into a single tender, we’re hoping to attract a wider pool of specialists by publishing and promoting each framework separately. The new frameworks will be valid for three years; this includes a break clause that’s active after two years.

The four frameworks will be treated independently, meaning we welcome bidders who are part of the 2020 framework as well as those who aren’t. We would encourage suppliers who are part of the 2020 framework to bid for the specialist frameworks. It also means that suppliers are welcome to bid on a single or multiple frameworks.

3. Contract Overview

3.1 Scope of the contract

This framework is focused on the delivery of creative and design services. It is an opportunity for communications professionals (both self-employed/freelancers and agencies) to work with Ageing Better on ad hoc projects over a three-year period.

It's unlikely that suppliers will be expected to pitch or bid for individual jobs once they've been included in the framework. Ageing Better will commission jobs based on who they deem most appropriate for individual jobs – we will take both the daily rate and the quality of the service proposal into consideration, as per the ITT evaluation criteria (see below). For pieces of work that are deemed more substantial (i.e. if their value exceeds £25,000 excluding VAT), we will seek quotations from at least three suppliers.

As part of the creative and design requirements, we will work with suppliers to produce reports, banner ads, illustrations, Twitter cards and other assets. Reports are currently our most common output when working with designers – they would include more straightforward typesetting jobs for our longer reports (example [here](#)), as well as shorter and more visual insight reports (example [here](#)). Designers would be expected to work according to our brand guidelines and often to tight deadlines to deliver products that are consistent with our previous work.

Suppliers will be working with various members of the Communications team, dependent on the project. The Communications team is made up of approximately 11 staff, though does not include an in-house creative team.

Bidders should:

- Be comfortable to work within our brand guidelines and house style
 - We'll share this with those who are eventually part of the framework but not publicly at this stage. An indication of our brand can be seen in our [latest reports](#) and other outputs.
- Quickly understand the subject matter we work with, providing content in an appropriate style and tone
- Be flexible, and sometimes do work at short notice
- Have experience of working on relevant projects

While Ageing Better will endeavour that the framework is used to evenly distribute work, there is no guarantee of work as a result of being in this framework – however, it does mean that we may call on you to provide services over the next three years for Ageing Better.

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Bidders are welcome to bid for more than one framework via different submissions. In this scenario, please submit each form as if it's a completely unique tender submission.

There is no limit on the number of suppliers to any of the new frameworks or a specific number that we are looking to achieve.

3.4 Contract term

The framework will be valid for three years; this includes a break clause that's active after two years, which can be activated by either party.

3.5 Budget

Individual projects' value will vary depending on the specific job, and so they may range from £100 to £15,000. Please note, these aren't minimum or maximum values, but just indicators.

Costs in the Pricing Document should be presented exclusive of VAT. Bidders should state whether or not they will apply VAT to the total Contract value. Ageing Better intends to award a Contract for services, on the basis of this Specification and Invitation to Tender. As such, it is our understanding that VAT is applicable, regardless of the successful Bidder's VAT status. Ageing Better recommends that Bidders should seek independent advice if they do not intend to apply VAT. Ageing Better will not make any additional provision to the agreed Contract value in order to cover VAT liabilities, if these costs are not included in the original Pricing Document.

4. Invitation to Tender evaluation criteria

Bids for the Contract shall be evaluated on whether it's the most economically advantageous tender (MEAT).

Criteria	Sub Criteria	Weighting
Price (40%)	Pricing	40%
Quality (60%)	Service delivery proposals	60%
	Total	100%

4.1 Scoring

The Quality section shall be scored on a scale of 0 to 5 by reference to the following scoring guide:

Score	Description
5	Exceptional. Demonstrates strengths, no errors, weaknesses or omissions and exceeds expectations in some or all respects.
4	Good. The standard of response fully meets expectations.
3	Satisfactory. The response is acceptable but with some minor reservations.
2	Poor. The response is deficient in certain areas where the details of relevant response require the reviewer to make certain assumptions.
1	Very Poor. The response is deficient in the majority of areas where the details of relevant response require the reviewer to make frequent assumptions.
0	Rejected. Response is unacceptable or non-existent, or there is a failure to properly address any issue.

The Pricing section is weighted at 40%. The Bidder that submits the Lowest Bid Total shall receive the maximum score of 40%. All other Bidders' Bid Totals shall be evaluated using the following formula:

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Lowest Bid Total

_____ X 40

Other Bidder's Bid Total

If a Bidder is successful in its bid for the Contract, then the Pricing Document is submitted as part of its bid will be referenced in the Contract it enters into with Ageing Better and will be used in calculating the amount payable to the successful Bidder under the Contract.

5. Bid return and Tender evaluation process

5.1 Enquiries and communication

During the Invitation to Tender stage Bidders may submit questions and requests for Clarification or further information. Bidders should note the following procedure for obtaining further information or Clarification on matters arising during the Invitation to Tender stage:

- Bidders shall address their questions and requests for Clarification or further information via e-mail to: responses@ageing-better.org.uk;
- On receipt of a request for Clarification or further information, Ageing Better may, at its sole discretion, endeavour to respond to the Bidder and provide such Bidder with any additional information to which Ageing Better has access, but Ageing Better shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information (and absence of a response from Ageing Better shall not entitle a Bidder to make any particular assumptions about the matters sought to be clarified);
- Except as stated below, all questions and requests for Clarification or further information and the corresponding responses, will be uploaded to Ageing Better's website;
- When submitting a question or request for Clarification or further information, Bidders should indicate whether or not they believe the question or request for Clarification or further information is commercially confidential to them and should not therefore be shared with other Bidders. Any such question or request for Clarification or further information should be marked 'Confidential – not to be circulated to other Bidders';
- If Ageing Better considers that, in the interests of open and fair competition, it is unable to respond to the question or request for Clarification or further information on a confidential basis, it will inform the Bidder who has submitted it. The Bidder must as soon as practicable thereafter request that either the query be withdrawn or treated as not confidential;
- All questions or requests for Clarification or further information must be submitted by **Friday 15 October** at the latest. Requests/questions received after this time will not be responded to by Ageing Better.

5.2 Amendments to the Invitation to Tender

Ageing Better reserves the right to issue amendments or modifications to this Invitation to Tender during the Invitation to Tender stage. These will be issued to all Bidders simultaneously and bids will be assumed to take account of any such modifications and amendments.

5.3 Procedure for the submission of bids

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Bidders shall submit one electronic copy Invitation to Tender by no later than 4pm, Friday 26 November via e-mail to: responses@ageing-better.org.uk

The Invitation to Tender return shall state the following title:

‘Professional services – Creative and design’

We will acknowledge receipt of all bids.

Please provide your response to this Invitation to Tender by completing the required documents. Please do not provide separate or different types or formats of documents unless specifically requested to do so.

Please note that any stated limits on length of responses set out in the Invitation to Tender must be strictly adhered to. Any question response exceeding the stated limit will be disregarded beyond that limit. Unless specifically requested to do so, please do not include or upload any standard marketing or promotional material within your answer as this will be disregarded.

Supporting information (appendices, attachments etc.) should be presented in the same order as, and should be referenced to, the relevant question.

Late submissions will not be accepted.

Bidders are strongly recommended not to leave their Invitation to Tender submission to the last minute. Ageing Better will not be held liable for failures to submit an Invitation to Tender on time due to technical issues reported less than 24 hours before the submission deadline.

5.4 Content of bids

All bids must consist of the following items/documents:

- Confirmation of acceptance of the Conditions of Purchase as set out at Appendix 1;
- A completed Pricing Document as set out at Appendix 2;
- A completed Written Return, specifying how the Bidder will carry out the Services to be provided under the Contract, as set out at Appendix 3
- A copy of the Form of Tender as set out as Appendix 4 signed by the authorised signatory submitting the bid on behalf of the Bidder;
- A completed Anti-Collusion Certificate as set out at Appendix 5, signed by the authorised signatory submitting the bid on behalf of the Bidder;
- A completed Non-Canvassing Certificate as set out as Appendix 6, signed by the authorised signatory submitting the bid on behalf of the Bidder.
- A signed Supply Chain of Conduct as set out at Appendix 7, signed by the authorised signatory submitting the bid on behalf of the Bidder.

5.5 Evaluation of bids

- Bids will be checked initially for compliance with this Invitation to Tender and for completeness. Bids that are not substantially complete and/or compliant with this Invitation to Tender may be rejected;
- During the evaluation period, Ageing Better reserve the right to call for further information/clarifications from Bidders to assist it in its consideration of their bids. Note that Ageing Better reserve the right to adjust the scoring of a Bidder's bid if information is established during clarifications that fundamentally changes any tendered proposal.
- Ageing Better reserve the option to invite Bidders to attend an interview at Ageing Better's offices to further explain their bid proposals. The provisional dates for these interviews are shown in Section 7 (Timetable) of this Invitation to Tender. The dates, times and venues of the interviews (if held) will be confirmed with Bidders under separate cover;
- The purpose of the Bidder interview is to allow Ageing Better to achieve a more rounded appreciation of Bidders' proposals. Note that Ageing Better reserve the right to adjust the scoring of a Bidder's bid if information is established during the interview that fundamentally changes any tendered proposal.

6. Important notices for bidders

6.1 Confidentiality

Subject to the exceptions referred to below, the information in this Invitation to Tender is made available by Ageing Better on condition that Bidders shall:

- at all times treat such information as confidential;
- not disclose, copy, reproduce, distribute or pass the information to any other third person or allow any of these things to happen; and
- not use the information for any purpose other than for the purpose of making (or deciding whether to make) a bid for the Contract.

Notwithstanding the conditions referred to above, Bidders may disclose, distribute or pass information to another person if:

- it is done for the sole purpose of enabling a bid to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this Invitation to Tender; or
- Ageing Better gives its prior written consent in relation to such disclosure, distribution or passing of information.

Ageing Better may disclose any information relating to the bids to its directors, officers, employees, agents or advisers. Ageing Better also reserve the right to disseminate information that is materially relevant to the Contract to all Bidders, even if the information has only been requested by one Bidder. Ageing Better will act reasonably as regards the protection of commercially sensitive information relating to the Bidder.

6.2 Accuracy of information and liability of Ageing Better and its advisers

The information contained in this Invitation to Tender has been prepared by Ageing Better in good faith but does not purport to be comprehensive or to have been independently verified. Ageing Better does not accept any liability or responsibility for the adequacy, accuracy or completeness of, or makes any representation or warranty (express or implied) with respect to the information contained in the Invitation to Tender or with respect to any written or oral information made or to be made available to any Bidder or its professional advisors and any liability therefore is hereby expressly disclaimed.

Bidders considering entering into a contractual relationship with Ageing Better should make their own enquiries and investigations of Ageing Better's requirements. The subject matter of this Invitation to Tender shall only have contractual effect when it is contained in the express terms of an executed agreement.

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Nothing in this Invitation to Tender is, or should be, relied upon as a promise or representation as to the future and Ageing Better does not undertake to provide Bidders with access to any additional information or to update the information in this Invitation to Tender or to correct any inaccuracies that may become apparent. Ageing Better reserve the right, without prior notice, to change the procedures outlined in this Invitation to Tender or to terminate discussions and the delivery of information at any time before entering into the Contract.

6.3 Anti-collusion

Any Bidder who, in connection with the competition for the selection of Bidders for the Contract:

- Fixes or adjusts its bid by or in accordance with any agreement or arrangement with any other Bidder;
- Enters into any agreement or arrangement with any other Bidder to refrain from making a bid or to alter, in any way, the content of any bid to be submitted;
- Causes or induces any person to enter into any such agreement as referred to above or to inform any other Bidder of the content of any other bid for the Contract;
- Offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any persons for doing or having done or causing or having caused to be done any act or omission in relation to any other bid or proposed bid for the Contract; or
- Communicates to any person (outside its consortium, its professional and financial advisers other than Ageing Better or any person duly appointed by Ageing Better) the content of its proposed bid, will be disqualified (without prejudice to any other civil remedies available to Ageing Better and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Anti-Collusion Certificate set out at Appendix 5.

6.4 Non-canvassing

Any Bidder who, in connection with its bid for the Contract:

- offers an inducement, fee or award to any representative of Ageing Better or any person acting as an adviser to Ageing Better in connection with the selection of Bidders for the Contract; or
- does anything which would constitute a breach of the Bribery Act 2010, will be disqualified (without prejudice to any other civil remedies available to Ageing Better and without prejudice to any criminal liability that such conduct by a Bidder may attract) from further participation in the competition for the Contract. Bidders are required to return with their bid the Non-Canvassing Certificate set out at Appendix 6.

6.5 Copyright

The copyright in this Invitation to Tender is vested in Ageing Better and may not be reproduced, copied or stored in any medium without the prior written consent of Ageing Better. This Invitation to Tender and any document issued to Bidders supplemental to it shall remain the property of Ageing Better and shall be returned upon demand.

6.6 Tax Liability

Ageing Better and its subsidiaries, conducts their activities with integrity, transparency and fairness. Ageing Better are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of students, staff, partner organisations, other customers and the tax authorities.

Ageing Better and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

6.7 Modern Slavery Act 2015

The Bidder recognises that Ageing Better has a legal and moral commitment to ensuring that Ageing Better, through its staff, associates, agents, service providers and suppliers, conducts its business in accordance with the highest standards of ethical behaviours, transparency and probity. The Bidder shall, upon the request of Ageing Better, provide evidence of the steps the Bidder is taking to ensure that slavery and human trafficking is not taking place in any part of the Bidder's own business or supply chain in accordance with the provisions of the Modern Slavery Act 2015.

6.8 Confidentiality

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after conclusion of the Contract, any publicity activity with any section of the media in relation to the Contract other than with the prior written consent of Ageing Better (in relation to the form and content of the proposed publicity).

6.9 Ageing Better's right to reject bids

Notwithstanding anything else stated in this Invitation to Tender, the issue of this

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Invitation to Tender in no way commits Ageing Better to enter into the Contract or any other agreement whatsoever. Ageing Better is not bound to accept any bid and reserve the right to accept any bid either in whole or in part.

Ageing Better reserve the right to reject any or all of the responses received and discontinue the bidding process and/or reject any incomplete or incorrectly completed responses.

Bids will be checked initially for compliance with the requirements of this Invitation to Tender and for completeness. Clarification may be sought from Bidders in order to determine if a bid is complete and compliant. Bids that are not substantially complete and/or compliant with the requirements of this Invitation to Tender may be rejected.

6.10 Time

Ageing Better reserve the right, in its absolute discretion to amend the timetable or extend any time period in this Invitation to Tender.

6.11 Bid costs and loss of profits

Bidders shall bear their own costs and in no circumstances whatsoever shall Ageing Better become liable for any bidding costs, nor shall Ageing Better be liable for any loss of profits, loss of Contracts or other costs or losses suffered or incurred by a Bidder as a result of that Bidder not being awarded one or more Contracts pursuant to this procurement process. Ageing Better shall similarly not be liable in the event that the procurement process is cancelled, whatever the reason.

7. Timetable

The indicative timetable for the procurement process is as set out below:

Stage	Date
Invitation to Tender issued to Bidders	Tuesday 5 October
Deadline for clarification questions	Friday 15 October
Publication of clarification questions	Friday 29 October
Deadline for notifying intention to bid	4pm, Wednesday 10 November
Deadline for bid submission	4pm, Friday 26 November
Notification of result	Friday 17 December
Appointment of successful Bidder	Friday 17 December
Contract commencement	Monday 3 January

Ageing Better reserves the right to amend the above timetable.

Appendix 1: Conditions of Contract

Appendix 2 – Pricing Document

Pricing Preambles

1. The Pricing Document contains the Bidder's rates (excluding VAT).
2. The descriptions in the Pricing Document shall not be regarded as an exhaustive statement of everything included in the Contract; refer to the Specification for the full Contract requirements. The rates in the Pricing Document shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Supplies/Services.
3. The rates in the Pricing Document shall include for the whole of the Bidder's obligations under the Contract whether expressly stated or reasonably implied. No additional request for payment will be permitted unless authorised in writing by Ageing Better.
4. All rates quoted are to be fixed until [insert date]. Rates from [insert date] onwards shall be subject to review between the parties, and any proposed increase shall be agreed in writing by Ageing Better. Any rate of increase shall be limited to a maximum of the prevailing CPI rate at the time of the review, published by the Office for National Statistics [or insert alternative price escalation clause if applicable].
5. Where quantities are stated in the Pricing Document the Bidder should note that they may vary and there is no guarantee of quantity. The rates quoted in the Pricing Document shall apply regardless of the actual quantity of Supplies/Services subsequently ordered.
6. The rates shall be sufficient to provide the Supplies/Services in the Specification in isolation from any other requirement and in any quantity.
7. No quantity or continuity of work is guaranteed to the Bidder and this should be taken into account when completing the Pricing Document. Unless expressly stated to the contrary, any quantities given in the Pricing Document are indicative only.
8. Payment shall be made in accordance with the Pricing Document and the procedures described in the Conditions of Contract attached at Appendix 1.
9. The Bidder shall include all mileage, subsistence and expenses costs within the submitted rates.
10. The Bidder shall include all costs for the production of any documentation and the attendance of any meetings required by Ageing Better under the Contract within the submitted rates.

Schedule of Rates

Price per day (excl. VAT)	
Total (excl. VAT)	£

The above rates shall include for all work shown or described in the Contract as a whole and for all work not described but apparent as being necessary for the provision of the Services.

These rates should be fixed for the duration of the contract.

Appendix 3 – Written Return

The Written Return is separated into a number of Sections and questions to provide Bidders with clarity on the overall requirements of Ageing Better in relation to the quality measures used to evaluate all bids.

Each Section is linked to the Evaluation Criteria detailed in Section 4 of this ITT document. The Section weightings are shown in each Section heading

Each element of each question shall be scored on a scale of 0 to 5 by reference to the scoring guide detailed in Section 4 of this ITT document:

Section 0 – General Information

1	Bidder name	Insert details
2	Registered address	Insert details
3	Name of person completing the Invitation to Tender	Insert details
4	Telephone number	Insert details
5	E-mail address	Insert details
6	Company status (e.g. Ltd, Plc, sole trader, Charity, Community Benefit Society, etc.)	Insert details
7	VAT registration number	Insert details
8	Company registration number and/or charity number	Insert details
9	Date of incorporation	Insert details
10	Please provide the organisation name, contact details and a brief description of 2 contracts of a similar nature which demonstrate the Bidder’s experience in relation to Ageing Better’s requirements. Any Contract award will be subject to a satisfactory reference being provided by one or both of the named companies.	
	Insert details	

NOTE TO BIDDERS

Upon identifying the successful Bidder, Ageing Better may seek further evidence to determine the Bidder's ability to perform the Contract prior to awarding the Contract. If the Bidder is unable to provide the further evidence required, Ageing Better reserves the right to withdraw the Bidder's successful Bidder status.

Section 1: Service Delivery Proposal	Weighting
	60%
<p>Bidders should submit:</p> <ul style="list-style-type: none">• A CV, with a proposal, detailing their experience, including case studies, and their suitability for the framework. The proposal should not be more than one side of A4 in length (11pt size).• A link to their portfolio and examples of previous work. This can be attached separately but please ensure it is easily accessible• Contact details of two recent references that attest to the attributes and values we have outlined above <p>Ageing Better is not looking for any creative input to be included in the bid at this stage (i.e. there is no requirement for any mock-ups), just indications and examples of previous work completed by suppliers.</p> <p>The Bidder shall demonstrate how their proposed solution addresses the requirement above. The Bidder's response shall take each requirement and explain the understanding of the requirement and the Bidder's proposed solution to addressing that requirement. Bidders shall provide evidence to support the response.</p>	
Bidder's Response	



Appendix 4 – Form of Tender

To: Centre for Ageing Better

Re: Insert Contract Name (the “Contract”)

Dear Sirs

1. Having examined the Invitation to Tender and having satisfied ourselves as to all other matters relevant thereto, we confirm our tender for the Contract.
2. We enclose our tender, and confirm that these comprise all of the documents required to be submitted in accordance with the matters set out in the Invitation to Tender. We acknowledge that we are bound by our proposals submitted pursuant to the Invitation to Tender.
3. We hereby unconditionally and irrevocably offer to provide the Services requested to be provided and performed under the Invitation to Tender in accordance with the Contract and at no greater rates or prices than the rates or prices stated in the Pricing Document.
4. We confirm that we are fully conversant with all the Invitation to Tender documentation and that this tender is submitted strictly in accordance with the Invitation to Tender.
5. We agree that this tender shall remain open to be accepted or not by Ageing Better and shall not be withdrawn for a period of twelve (12) months from the deadline for receipt of tenders as set out in the Invitation to Tender, or such longer period as may be agreed with Ageing Better.
6. We undertake to execute the Contract for the proper and complete fulfilment of the Services required or any part or parts thereof, as you may in your absolute discretion award to us.
7. We agree that we shall commence and undertake the Services required when instructed to do so pursuant to the terms of the Contract.
8. We certify that the details of this tender and the Invitation to Tender documentation have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person or organisation.

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- 9. We acknowledge that Ageing Better is not bound to accept the lowest or any tender it may receive, and reserve the right at its absolute discretion to accept or not to accept any tender submitted.
- 10. We certify that we have full power and authority to enter into the Contract and to carry out the Services, and that this is a bona fide tender.
- 11. We confirm that in submitting our tender, we have satisfied ourselves as to the accuracy and completeness of the information we require in order to do so (including that contained in the Invitation to Tender).

Total Price for this Tender

£

in words

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: _____

Name: _____

Position/Status: _____

On behalf of:
(name of Bidder) _____

Date: _____

Appendix 5 – Anti-Collusion Certificate

To: **Centre for Ageing Better**

Re: **Insert Contract Name** (the “**Contract**”)

The essence of the public procurement process is that Ageing Better shall receive *bona fide* competitive tenders from all Bidders. In recognition of this principle we hereby certify that this is a *bona fide* bid, intended to be competitive, and that we have not fixed or adjusted the bid by or under or in accordance with any agreement or arrangement with any other Bidder (other than a member of our own consortium). We have not and insofar as we are aware neither have any of our employees, contractors, advisers, agents, officers or subcontractors:

1. Entered into any agreement with any other person with the aim of preventing bids being made or as to the fixing or adjusting of any bid or the conditions on which any bid is made; or
2. Informed any other person, other than the person calling for this bid, of the content of the bid, except where the disclosure was necessary for the preparation of the bid for insurance, for performance bonds and/or Contract guarantee bonds or for professional advice required for the preparation of the bid; or
3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph (1) and (2) above; or
4. Committed any offence under the Bribery Act 2010; or
5. Offered or agreed to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other bid or proposed bid any act or omission; or
6. Canvassed any other persons referred to in paragraph (1) above in connection with the Contract; or
7. Contacted any officer of Ageing Better about any aspect of the Contract except in a manner permitted by the Invitation to Tender.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs (1) to (7) above before the hour and date specified for the return of the bid nor (in the event of the bid being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and Ageing Better.

In this certificate

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

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: _____

Name: _____

Position/Status: _____

On behalf of:
(name of Bidder) _____

Date: _____

Appendix 6 – Non-Canvassing Certificate

To: **Centre for Ageing Better**

Re: **Insert Contract Name** (the “**Contract**”)

Non-Canvassing Certificate

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

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

Signed for on behalf of the Bidder by a duly authorised signatory of the Bidder:

Signed: _____

Name: _____

Position/Status: _____

On behalf of:
(name of Bidder) _____

Date: _____

Appendix 7 – Supply Chain of Conduct

Ageing Better is committed to carrying out procurement activities in an environmentally, socially, ethically and economically responsible manner and to entering into agreements and contacts with suppliers that share and adhere to its vision

To demonstrate this commitment, Bidders are asked to acknowledge their compliance with the principles of the Supply Chain Code of Conduct for this Contract, below, with respect to their organisation and their supply chain:

With respect to Social Compliance Tenderers shall:

(i) Not use forced, involuntary or underage labour

- Employees should be free to choose their employment and leave that employment without hold by financial deposit of personal items
- Forced, bonded or involuntary prison labour shall not be used
- Support the effective abolition of child labour
- Comply with the national minimum age for employment, or minimum age 15, whichever is the higher unless a lower minimum age is permitted under International Labour Organisation (ILO) convention 138
- Where any child is found to be engaged in performing child labour, to provide support for that child to enable them to complete, as a minimum, their compulsory education (even if they shall cease to be involved in child labour) or an equivalent education level, as provided for under the UNI Covenant on Economic, Social and Cultural Rights. Such support by the Tenderer should recognise and not prove detrimental to the conditions of the child or those that their work supports

(ii) Provide suitable working conditions and terms

- At least statutory minimum wages (or if none, a realistic living wage) must be paid without discrimination to all employees and all non-statutory deductions must be with the consent of the employee.
- Working hours must be excessive (not over 48 hours per week, excluding overtime) and must allow for at least 1 day off for each 7 day period on average. Working beyond this should be non-regular and of employees own will
- A safe and hygienic working environment must be provided, including any catering or accommodation areas. Any hazardous working, as defined by ILO, should only be carried by persons age 18 years or over
- All equipment must be safe for use and processes must allow a safe working environment
- Policies and processes must be in place for recording and eliminating occurrence / reoccurrence of health and safety related incidents.

(iii) Treat employees fairly

- Allow employees the freedom of association to join (but not be forced to join), or be represented by, a trade union or similar organisation of their choice, and be free to leave organisations
- Not discriminate or unfairly treat any employee for any reason including education, social class/ caste, nationality, trade union membership or any of the 9 Protected Characteristics of the UK Equality Act 2010

- Provide a workplace free from discrimination, harassment or victimisation
- Treat all employees with respect and dignity, and not accept inequality as justifiable on a basis of culture
- Remunerate all employees equally at the same employment grade, regardless of any characteristics listed above, unless statutory conditions require otherwise.

With respect to Ethical Compliance & Economic Development Tenderers shall:

- As a minimum, comply with all laws and regulations of the countries they are working in, manufacturing in or trading with, as applicable
- Not be involved in any way with acts of corruption or bribery, or support acts of violence or terrorism or abuse of individual people or communities
- Not force unsustainable or unfair contract terms on their suppliers, or throughout their supply chain, nor allow unfair exploitation of a dominant market or customer position
- Support fair trade conditions for producers, where applicable
- As a minimum, comply with all financial regulations and taxations of the countries they are working in, manufacturing or trading with, as applicable
- Include community benefit delivery in the locality of where the contract is performed (including publishing and delivering levels of local training and employment opportunities)
- Appoint sub-contractors through an open and fair process, such as public advertising of such opportunities wherever possible
- Act at all times with respect and integrity, including open and transparent accounting
- Allow staff protection if reporting misconduct or raising concerns with respect to their own, or another organisation, and ensure all affected staff are treated in a fair and transparent manner

With respect to Environmental Compliance Bidders shall:

- As a minimum, comply with all local and national environmental laws, regulations and directives of the countries they are working in, manufacturing in or trading with , as applicable
- Actively avoid causing environmental damage and / or negative environmental impact through manufacture and supply of the goods or services and disposal of supply chain waste
- Have a business plan in place, and be acting on it, to minimise their environmental impact year on year and adopting or working towards internationally recognised environmental standard and/ or behaviours
- Encourage the development and use of environmentally friendly technologies
- Promote positive environmental impacts (such as reduced carbon emissions, better carbon management, waste management and water management, reduced pollution levels and technological improvements) through their activities wherever possible.

I confirm that I am authorised and have all requisite corporate authority to make this declaration on behalf of the entity referred to below

I hereby confirm that the entity referred to below adheres to this Supply Chain Code of Conduct and , if successful in this procurement exercise , shall ensure its supply chain adheres to the Code of Conduct also in order to enforce and promote sound social, ethical , environmental and economic practices

Entity	(Enter text here)
Name	(Enter text here)
Title	(Enter text here)
Position in Entity	(Enter text here)
Date	(Enter text here)