****

**Professional services**

**Deadline for Tender Submissions:**

**4pm, Friday 26 November**

# [Appendix 1: Conditions of Contract](https://ageing-better.org.uk/sites/default/files/2021-10/Communications-framework-freelance-contract_1.pdf)

# 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%** |
| Bidders should submit:* 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

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.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. |
| **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.
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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

h

# 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) |