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Date: 20 July 2007

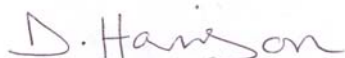
INVITATION TO TENDER

1. I am pleased to inform you that you are invited to submit a tender for consultancy project: delivery of **A Review of Demand for Disabled Facilities Grant (DFG) in the East Midlands** on behalf of the East Midlands Regional Housing Group
2. Please read all the documents listed in the Form of Tender. **Should your tender be accepted these documents, your tender and any changes agreed in writing will form a binding contract between you and the Department.**
3. The contract will be for a period of four months unless extended or terminated by the Department.
4. You should note that this contract will be awarded on the basis of a firm price, where the successful tenderer will undertake the contract for a total and all-inclusive price with no provision for the price to be reviewed as set out in the tender brief.
5. If you do not wish to submit a tender, please notify the undersigned by **e-mail** and return this covering letter using the addressed label which should be clearly marked **"No Tender"**. The Department would be grateful if you could also state your reasons for not tendering as this may assist future procurement exercises.
6. One original and 6 paper copies including one PDF copy of your tender and proposals, including any covering letter, are required.
7. You must confirm, on the Form of Tender, that all copy material submitted in response to this Invitation to Tender is identical in every respect to the original, regardless of the format or media in which it is submitted, and that any electronic copy has been checked for viruses and is clear at the time of despatch.
8. **Tenders must be delivered by 11.00 am on 10 August 2007.**
9. The Department looks forward to receiving your tender for the services described in the attached documents. To ensure fairness all tenderers are required to submit their tenders in accordance with this Invitation to Tender covering letter. **Failure to comply could invalidate your tender.**

10. In order to ensure we have sufficient time to respond to your queries, please could you submit any queries in writing, preferably to arrive with us no later than 11.00 am on 3 August 2007. You should address any queries to the undersigned. Answers to queries will be anonymised and provided to all tenderers.
11. Your attention is drawn to the detailed Instructions for Tenderers overleaf which you must follow when developing and submitting your tender.

I look forward to hearing from you.

Yours faithfully,



Deborah Harrison
Housing and Planning Business Manager
Government Office for the East Midlands

INSTRUCTIONS FOR TENDERERS

The Evaluation and Information Required from Tenderers

1. The Department will evaluate tenders on the basis of quality and price. The tenderer offering the best balance of quality and price, i.e. most economically advantageous, will be awarded the contract.
2. To assist tenderers, the quality criteria that will be used to evaluate tenders are set out below. Some of these – “**Mandatory Criteria**” - are of such fundamental importance to the Department that they will be scored as “yes – meets the requirement” or “no – does not meet the requirement”. A “no” will mean rejection of the tender. The other criteria allow for a more flexible approach to enable us to differentiate between tenders. These “**Scoring Criteria**” will be scored, the score multiplied by the weighting shown, and an overall score calculated for each tenderer. (We reserve the right to take into account a tenderer’s failure to meet minimum requirements on individual scoring criteria when identifying with whom to contract).
3. You are asked to address each of the criteria in your tender.

Mandatory Criteria

Tenderers are asked to provide the following information to allow us to assess them against the mandatory criteria for this procurement.

Mandatory criteria:

Criterion	What information is required from the tenderer
Form of Tender unsigned even after clarification	Signed Form of Tender
Unacceptable amendments to the Department’s Conditions of Contract	None
Ability to meet delivery date	Statement that delivery will be provided by due date (supported by a robust plan)
Required number of references received and acceptable	Details of clients for whom they have provided a similar requirement in the last 5 years

Scoring Criteria

Tenderers are asked to provide their proposals for meeting each of the scoring criteria set out below. This will allow us to assess them against each criterion.

Criterion	Weighting (%)
Thorough understanding of disabled / elderly communities in the East Midlands	10
Thorough knowledge of local, regional and national DFG tensions and funding arrangements	30
Competence in survey and analysis techniques including GIS	20
Competence in undertaking research in this topic area	20
Proposed design/methodology	10
Timetable for completing contract, including milestones for achieving objectives	5
Proposals for communicating findings	5
	100%

- The Department is not bound to accept the lowest price tender or indeed any tender. Unless you make any formal statement to the contrary in your tender, the Department reserves the right to accept any part of your tender without accepting the remainder.

Access to Government information

- Under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"), the Department is obliged (subject to the application of any relevant exemptions and, where applicable, the public interest test) to disclose information in response to requests for information.
- You need to be aware that the Department could receive requests for *any* information relating to this contract. The contract will include provisions to reflect the Department's obligations under those disclosure regimes. The Department cannot contract out of its obligations in this respect and will only accept confidentiality clauses in very exceptional and narrowly defined circumstances. In this regard, your attention is drawn to the Code of Practice (in particular, section V thereof) issued by the Lord Chancellor under section 45 of the FOIA (section IX of the Code of Practice issued under regulation 16 of the EIRs includes similar guidance).

Submission of tenders

7. You should send your tender in a plain envelope, using the enclosed label. It is your responsibility to ensure your tender arrives at the address shown no later than the time and date stated in the attached covering letter (unless the date is subsequently amended in writing by the Department). Your tender may be submitted before the due date.
8. Tenders (including any electronic copies that have been requested) **must not** be submitted by e-mail. The legal status of documents submitted by e-mail has yet to be clarified sufficiently to satisfy the Department's needs to ensure the integrity and probity of the tender process.
9. The envelope and any other packaging or labelling should not identify the tenderer. (You should note that courier firms often put the sender's name and address on their outer envelopes.)
10. The Department will safeguard all tenders received and open them once the tender deadline has expired.
11. Late tenders will be rejected, unless no tenders are received by the tender deadline, in which case tenders received within 2 hours of the tender deadline will be accepted. It is your responsibility to ensure that your tender is received on time.
12. You must not alter any of the Department's invitation to tender documents.
13. Tenders may not be considered if any of the information requested is not supplied with the tender or the tender is otherwise non-compliant or incomplete.
14. You must not tell anyone else, even approximately, what your tender price is or will be, before the date of contract award. The only exception is if you need an insurance quotation to calculate your tender price - in which case you may give your insurance company or brokers any essential information they ask for, provided that you do so in strict confidence.
15. You must not try to obtain any information about anyone else's tender or proposed tender before the date of contract award.
16. You must not make any arrangements with anyone else about whether or not they should tender, or about their or your tender price. The only exception is where tenderers are considering joint or team bids, which will be allowed providing all participants to the discussions surrounding the bid are clearly stated in the tender response. (See also 'Group Bids' below.)
17. The Department believes strongly in propriety and ethics. A tenderer attempting to offer an inducement to any member of staff or whose behaviour is in any way unethical will be disqualified.

18. Tender documents must not be transferred to anyone (other than the firm named in the invitation to tender) without the prior written approval of the Department.
19. You must ensure that your tender is completed legibly, in ink or typed, in English, with all prices in pounds sterling (exclusive of VAT), and is signed and dated where required. Any amendments you make to your tender prior to submission must be initialled and preferably also noted separately. Correction fluid must not be used.

Tender validity

20. The Department will assume that your tender will remain open for acceptance for a minimum of 60 days from the tender deadline or for such other period as may be specified by the Department, unless you specifically state a different period in your tender.

Group or consortium bids

21. In the event of a group or consortium of service providers, suppliers or contractors submitting an acceptable tender, the group or consortium will be required to nominate a lead partner with legal personality with whom the Department can contract. Alternatively, the group or consortium will need to create a single legal entity with whom the Department can contract before the contract is awarded. An undertaking that the group or consortium will, if required by the Department, nominate a lead partner or create a single legal entity must be provided when the tender is submitted.

Alternative tenders

22. You may tender on the basis of an alternative specification. If you do this then you must also submit a separate, primary, tender based strictly on the enclosed specification. Alternative tenders must be fully priced to show clearly how and where costs differ from the primary tender. You should also note that the Department reserves the right to accept an alternative tender without recourse to re-tendering.

Trading names and invoicing

23. If a tender is submitted in the name of one organisation but you intend submitting invoices in the name of another organisation, or if you require payments to be made to another organisation, please give full details in your tender to avoid the possibility of delays in payment.

Specification of standards

24. Where the specification refers to an International, European or British Standard, you may offer an equivalent standard, provided that the standard you offer contains equivalent guarantees of safety, suitability and fitness for purpose to the standard referred to in the specification.

Green Claims Code

25. You must ensure that any environmental claim made in your tender fully complies with the Green Claims Code, which is available on the sustainable development website:

www.sustainable-development.gov.uk/sdig/improving/partf/gcc/index.htm

or by request, quoting product code 97 EP 0381:

DEFRA Publications
Admail 6000
London SW1A 2XX

Tel: 08459 556000
Fax: 020 8957 5012
E-mail: defra@iforcegroup.co

Transfer of Undertakings (Protection of Employment) Regulations 1981 (“TUPE”)

26. Your attention is drawn to the above regulations, as amended. In some cases, where work awarded to a contractor is subsequently awarded to another organisation, such a transfer of work may constitute a "transfer of an undertaking" for the purposes of TUPE.
27. TUPE provides that where there is a transfer of an undertaking (or possibly part of one), the new employer takes over any employment liabilities and the responsibility for the employment contracts of the employees, who then transfer on their previous terms and conditions of service. As a successful tenderer may be a potential transferee for the purposes of TUPE, you should seek legal advice as to whether TUPE will be likely to apply to the proposed contract, and if so, to reflect the financial implications of such a transfer in your tender. In such cases, as the Department will be neither transferee nor transferor for the purposes of TUPE, the application of TUPE is a matter for you to clarify with your legal advisers. If TUPE is deemed to apply then the financial implications are a matter for discussion between you and the existing contractor, not the Department.

Legislation on late payment

28. The Department will comply fully with statutory legislation on late payment on the basis of claims submitted by the successful tenderer.

Notification of award

29. You should note the following.
- (a) The Department will inform tenderers in writing if their tenders have been selected (in whole or in part) for acceptance. At the same time unsuccessful tenderers will also be notified.

- (b) Where the tender process has been subject to the public procurement directives, a minimum standstill period of 10 calendar days will be applied between communicating the award decision to tenderers and awarding the contract. Subject to there being no substantiated complaint or legal challenge to the tender process, acceptance of the successful tender will become effective at the expiry of the standstill period.
- (c) Receipt of the Invitation to Tender does not in any way imply the existence of a commitment or contract. No tender will be deemed to have been formally accepted until the successful tenderer has received a formal contract award letter from the Department.

Tender costs

- 30. You should note that any expenditure, work or effort undertaken by you prior to the award of a contract is a matter solely for your own commercial judgement. The Department reserves the right to withdraw this Invitation to Tender at any time or to re-invite tenders on the same or any alternative basis. Under no circumstances shall the Department or its advisers be liable for any costs, losses or expenses whatsoever incurred by you or any company, agent, subsidiary or organisation who may have contributed to the proposals submitted by you in response to this Invitation to Tender.