



CLARION
HOUSING GROUP

Clarion Terms and Conditions of Tender

1 Background

1.1

We are the largest housing group in the country with over 125,000 homes and exist to support those that have been failed by the market. We are actively trying to make a difference to what affordable housing means in the UK by continually improving and engaging with every part of the housing system.

We exist to continually improve every part of the UK's housing system. We are a social voice, using our scale and reach to sound a call for change where change is needed across the housing sector. Our Group comprises Clarion Housing, Clarion Futures, and Latimer by Clarion Housing Group.

Clarion Housing is the country's largest housing association. We are foremost a social landlord committed to putting our residents and communities first. We provide quality, well managed and sustainable homes. Our development target is to build thousands of affordable homes every year and to invest £13 billion on meeting and delivering against this target.

Clarion Futures is our social charity that gives residents more access to the support, services and tools they need to make their goals a reality. We are investing £150 million over the next 10 years to deliver one of the biggest social investment programmes in the country.

We deliver and market our homes for private sale through Latimer by Clarion Housing Group, our social business. We invest all of our profits into helping support our residents and communities.

1.2 Clarion Housing Group Limited is a charitable registered society (Reg No 28038R). Registered with the Regulator of Social Housing (Reg No LH4087) VAT No (675 646 394). Registered office: Level 6, 6 More London Place, Tooley Street, London SE1 2DA. Clarion includes its Constituent Companies present and future.

1.3 For further information on Clarion Housing Group Limited please visit our website: clarionhg.com.

2 General

2.1 The information provided in this section is designed to ensure that all responses to this Invitation To Tender (ITT) are given equal and fair consideration. It is important therefore that Bidders provide all the information asked for in the format and order specified.

2.2 Bidders should read these instructions carefully before submitting a response. Failure to comply with these requirements for completion and submission of a Tender will result in the rejection of the Tender. Bidders are advised to acquaint themselves fully with the extent and nature of the Scope and Objectives as set out in this Tender which contains the requirements and the Conditions of Contract. These instructions constitute the Conditions of Tender. Participation in this procurement exercise automatically signals that the Bidders accepts these Conditions.

3 Submission of Tender Documents

3.1 Clarion has established the Delta E-sourcing portal for the purpose of this procurement process.

3.2 Tenders should be submitted through the Delta E-sourcing portal following the instructions on the system.

3.3 Bidders must take full responsibility for ensuring that they leave enough time to load all the required documentation onto the Delta E-sourcing portal prior to the Tender submission deadline.

3.4 Any Tender submitted to the Delta E-sourcing portal after the Tender submission deadline will be disregarded.

3.5 In the unlikely event that the Delta E-sourcing portal fails (and this is confirmed by Delta staff) leaving Bidders unable to submit their Tenders, additional time will be granted for late submissions.

- 3.6** Bidders must answer all required questions without making reference to general marketing or promotional information/material. Publicity brochures will not be accepted as answers to questions. Bidders should not make reference to answers used in previous questions but should repeat the information if necessary.
- 3.7** Bidders must be explicit and comprehensive in their Tender submission as this will be the single source of information on which Bidders will be scored and ranked. Bidders are advised neither to make any assumptions about any past or current supplier relationships with Clarion nor to assume that such prior business relationships will be taken into account in the evaluation process.
- 3.8** Where a length of response is stipulated, only the information within the set limit will be evaluated. Additional information will not be evaluated and therefore should not be supplied. Clarion will only take account of information which is specifically asked for in the ITT.
- 3.9** Failure to provide the required information or particulars for the relevant question(s) or supply documentation referred to in the response within the specified timescale will result in elimination from the procurement exercise.
- 3.10** If this ITT or any of the Procurement Documents are incomplete or missing, the Bidder should make contact via the Delta E-sourcing portal. It is each Bidder's responsibility to ensure that they have all the information they need to prepare their Tender.
- 3.11** Tenders will be checked for completeness and compliance with the Conditions of Tender and only compliant Tenders will be evaluated. Non-Compliant Tenders will be eliminated from the procurement exercise.
- 3.12** Bidders may withdraw their Tender at any time prior to the deadline for receipt of Tenders or any other time prior to accepting the offer of a contract by submitting such notice via e-Tendering portal:
delta-esourcing.com/suppliers/overview/

4 Clarification questions

4.1 All Bidder communication including clarification questions must be submitted through the Delta E-sourcing portal message centre.

4.2 Bidders are able to seek clarification or explanation of the ITT, if necessary.

Except as stated below, if the question or request for clarification is deemed to be of material significance, Clarion will circulate all questions and responses to all Bidders:

- if a Bidder believes their question is commercially confidential they should mark it 'Confidential – not to be circulated to other Bidders';
- if Clarion considers that, in the interests of open and fair competition, it is unable to respond to the question on a confidential basis, it will inform the Bidder; and
- as soon as practicable thereafter the Bidder must either withdraw the question or indicate that it may be treated as not being confidential.

4.3 This is the only route for questions relating to the ITT; any other routes, including directly contacting Clarion staff, may (at Clarion's discretion) disqualify the Bidder from the process.

4.4 Bidders are requested to include within their tender submission a single point of contact in their organisation. Clarion shall not be responsible for contacting Bidders through any route other than a nominated contact. Bidders must therefore arrange appropriate cover for holidays, absence etc. and undertake to notify any changes relating to the contact promptly.

4.5 Clarion reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its own commercial interests.

4.6 Before Tender evaluation it may be necessary for Clarion to seek clarification of particular details in the Bidders ITT submission.

5 Standard Questionnaire

- 5.1** Bidders must provide Clarion with details of any changes to the information provided by them in respect of their Standard Selection Questionnaire (SQ) responses.
- 5.2** Where matters have changed, Bidders should submit updated versions of the information provided at the selection stage, including updated financial information, where applicable.
- 5.3** Where a Consortium is tendering or the Bidder is relying on the resources of other organisations or its group or proposed Specialists in its SQ, the Bidder must notify the contact person via the Delta E-sourcing portal of any change to the composition of its Consortium, group or its subcontracting arrangements.
- 5.4** Any Bidder who no longer satisfies the Clarion's minimum selection requirements as set out in the SQ may be excluded from further participation in the Tender process.
- 5.5** Clarion reserves the right to reject or disqualify a Bidder where:
- the Bidder is guilty of a material misrepresentation in relation to its Tender, their completed SQ and/or any representation made during the Tender process; and/or
 - there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder.

6 Final Due Diligence

- 6.1** Before the award of the Contract to the Bidder submitting the Most Economically Advantageous Tender, Clarion may undertake further final due diligence in respect of that Bidder.
- 6.2** The purpose of this final due diligence is to verify that the Bidder is not subject to mandatory or discretionary exclusion under Regulation 57 of the Public Contracts Regulations 2015 and still meets the Selection Criteria for the procurement set out in the OJEU notice and Standard Questionnaire ("SQ") documentation. Any Bidder that fails to satisfy Clarion as to this may be eliminated from the Tender process.
- 6.3** The documents to be submitted in support of the successful Bidder's self- declarations in their completed SQs are:
- published accounts;



- evidence of insurances (in the form of a broker's letter or other evidence);
- any certificates or evidence of accreditations referred to in the SQ;
- any other documents referred to in the SQ; and
- any other documents or evidence requested by the Client.

The Bidder will be expected to provide such assistance as Clarion may reasonably require in undertaking any such due diligence.

7 Amendments to the Procurement Documents, tendering procedure and discontinuation

7.1 Clarion reserves the right to issue amendments or modifications to the Procurement Documents during the Tender period. These will be issued to all Bidders simultaneously. Bidders will be assumed to have taken account of any such modifications and amendments in their Tenders.

7.2 The issue of this ITT does not commit Clarion to award any Contract following the Tender process. Clarion is not bound to accept any Tender and reserves the right to reject any or all Tenders. Clarion reserves 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.

7.3 At its discretion, Clarion may either waive or insist on strict compliance with any requirement set out in this ITT. Clarion reserves the right to change the procedures outlined in this ITT or to terminate the Tender process at any time before entering into the Contract.

7.4 Bidders are required to accept the Contract Documents as drafted and without any amendments. Any Bidder seeking to make changes to the Contract Documents risks having their Tender rejected as non-compliant.

8 Consortiums and Special Purpose Vehicles (SPV)

8.1 If the Bidder completing the ITT is doing so as part of a proposed Consortium, the Consortium lead should complete all the questions on behalf of the Consortium and or any Sub Contractors. In addition to this the following information must be provided:

- the lead member of the Consortium who will be contractually responsible for delivery of the Contract (if a separate legal entity is not being created); and
- names of all Consortium members;
- If the Consortium is not proposing to form a legal entity, full details of proposed arrangements. Please upload this as a separate document.

8.2 Please note that Clarion may require the Consortium to assume a specific legal form if awarded the Contract, to the extent that a specific legal form is deemed by Clarion as being necessary for the satisfactory performance of the Contract.

8.3 All members of the Consortium will be required to provide the information required in all sections of the ITT Questionnaire as part of a single composite response to Clarion i.e. each member of the Consortium is required to complete the form.

8.4 Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity. Please upload this as a separate document.

8.5 Clarion recognises that arrangements in relation to a Consortium bid may be subject to future change. Bidders should therefore respond on the basis of the arrangements as currently envisaged. Bidders are reminded that Clarion must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the Selection Criteria to the new information provided. Clarion reserves the right to deselect the bidder prior to any award of contract, based on an assessment of the updated information.

9 Sub-contractors and Supply Chains

9.1 Where the Bidder proposes to use one or more Sub-Contractors to deliver some or all of the Contract requirements, the relevant section of the Standard Questionnaire on the Delta E-sourcing portal should be completed to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each Sub-Contractor and the key Contract deliverables each Sub-Contractor will be responsible for.

9.2 Clarion recognises that arrangements in relation to Sub-Contracting may be subject to future change, and may not be finalised until a later date. However, Bidders should be aware that where information provided Clarion indicates that Sub-Contractors are to play a significant role in delivering key Contract requirements, any changes to those Sub-Contracting arrangements may affect the ability of the Bidder to proceed with the procurement process or to provide the supplies and/or services required. Bidders should therefore notify Clarion immediately of any change in the proposed Sub-Contractor arrangements. Clarion reserves the right to deselect the Bidder prior to any award of Contract, based on an assessment of the updated information.

10 Acceptance of Tenders

10.1 The issue of this ITT and SQ or PAS91 nor any of the information presented in it should be regarded as a commitment or representation on the part of Clarion Housing Group (or any person) to enter into a contractual arrangement.

10.2 All Bidders will be informed via the Delta E-sourcing portal whether or not they have been successful when the final decision has been taken.

10.3 Any Contract awarded will be subject to Clarion Housing Group's Conditions of Contract.

10.4 Clarion reserves the right not to award a Contract for some or all of the goods and/or services for which Tenders are invited.

11 Alterations to Tender

11.1 The format and/or wording of the ITT should not be changed by any potential Bidder.

12 Publicity

12.1 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 Clarion (in relation to the form and content of the proposed publicity).

13 Language

13.1 All Tenders and the Contract Documents will be in English, governed by English law and subject to the jurisdiction of the English courts.

13.2 Any references to a “partnership” or “partnering” in this ITT or the Procurement Documents are not to be construed as suggesting that a partnership at law will be formed between Clarion and the Bidder.

13.3 Terms beginning with a capital letter in the Procurement Documents have the meanings given in Appendix A Definitions.

14 Bidder’s warranties

14.1 In submitting its Tender, each Bidder warrants, represents and undertakes that:

- all information, representations and other matters of fact (including those contained in its Tender and its completed SQ) communicated via the Delta E-sourcing portal by the Bidder, its employees 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 the Bidder will notify Clarion in writing of any changes to that information that occur before entry into the Contract Documents;
- it has undertaken its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender including the accuracy and completeness of any information that may have been provided (orally, in writing or otherwise) by or on behalf of the Client;
- it will not submit any Tender and will not have entered into the Contract Documents in reliance upon any representation (oral, in writing or other) that may have been made by or on behalf of Clarion;
- it has full power and authority to enter into the Contract Documents and undertake the Requirements;
- it is of sound financial standing and has sufficient working capital, skilled staff, other equipment and other resources available to it to comply with the obligations it will undertake under the Contract Documents; and
- it will not at any time whilst the Contract Documents are 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 either Clarion which is for the time being in the possession of the Bidder in connection with carrying out the Requirements.

15 Tender costs and loss of profits

15.1 Bidders are to bear all their own tendering costs. In no circumstances will Clarion be liable for any tendering costs, nor any loss of profits, loss of contracts or other costs or losses suffered or incurred by any Bidder.

15.2 A Bidder that contravenes its obligations set out in the Tender Certificate may be required to reimburse Clarion for its costs related to the procurement.

16 Accuracy of information and liability of Clarion and its advisers

16.1 Whilst the information in this ITT and the Procurement Documents 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 Clarion nor any of its advisers accept any liability, responsibility or duty of care to anyone other than Clarion for its adequacy, accuracy, completeness or for anything said or done in relation to the procurement to which the Procurement Documents relate;
- neither Clarion nor any of its advisers make any (express or implied) representation or warranty either about the information contained in the Procurement Documents or on which it is based, or about any written or oral information that may be made available to any Bidder or their advisers;
- Clarion does not undertake to provide Bidders with access to any additional information or to update the information in the Procurement Documents or to correct any inaccuracies that may become apparent;
- nothing contained in this ITT or the Procurement Documents constitutes an inducement or incentive in any way to persuade any Bidder to submit a Tender or enter into the Contract Documents or any other related agreement;
- neither this ITT, the Procurement Documents nor any information supplied by Clarion should be relied on as a promise or representation as to the future;

- the Procurement Documents are neither an offer capable of acceptance nor are they intended to create a binding contract nor are they capable of creating such a contract by any subsequent actions; and
- no implied contract is to arise between Clarion and any Bidder resulting from the issue of or any Bidder's compliance with this ITT or any matters related to it.

16.2 Bidders must satisfy themselves as to all conditions likely to affect the execution of the Requirements under the Contract.

16.3 Bidders must form their own opinions, making such investigations and taking such advice as is appropriate, regarding the Requirements and their Tenders, without reliance upon any opinion or other information provided by Clarion or their advisers and representatives.

17 Conflicts of interest and Probity Policy

17.1 Clarion requires all actual or potential conflicts of interest to be identified and remedied to its satisfaction so as to avoid any distortion of competition and to ensure equal treatment of all Bidders. Bidders that have a conflict of interest should advise Clarion immediately and complete the Declaration of Interest. This includes any conflicts of interest arising during the tendering and evaluation processes where a proposed Specialist (Sub-Contractor/supplier) or Adviser put forward by a Bidder in respect of the Contract:

- has advised Clarion in relation to this procurement;
- is subject to a conflict of interest with a relevant staff member of Clarion or a Procurement Adviser to Clarion; or
- is from the same firm or company or a member of the same group of companies as that put forward by another Bidder in respect of the Contract.

Resolution of such conflicts of interest could involve:

- Clarion excluding relevant staff members from the procurement process including, in particular, from the evaluation of Tenders;
- information barriers being maintained between different parts of the Bidders or of their Consortium; and/or
- either Clarion or the Bidder being required to change their Procurement Adviser.

- 17.2** If a conflict of interest cannot be resolved to Clarion's satisfaction Clarion may exclude the Bidder concerned from the procurement process.
- 17.3** Clarion reserves the right to reject any Tender received from a person or business trading for profit to whom Clarion is prohibited from making a payment or granting a benefit by its Probity Policy.
- 17.4** This Policy prevents Clarion from making any payment (even if full value is received in return) to any of its board members or employees, any person who has ceased to be a board member or employee in the past 12 months or any close relative of any of these. The Probity Policy also prevents Clarion from making any payments to a business trading for profit (i.e. one which can distribute profits to its shareholders or proprietors) of which such a person is a principal proprietor or in which a person is directly concerned with the management.
- 17.5** There are only limited exceptions to the Probity Policy. Bidders who are unclear as to the application of the Probity Policy to their circumstances should seek clarification from Clarion via the Delta E-sourcing portal.

18 Non-collusion and non-canvassing

- 18.1** Bidders are required to comply with the Organization for Economic Co-operation and Development (OECD) Anti-Bribery Convention. The mission of the OECD is to promote policies that will improve the economic and social well-being of people around the world by reducing corruption in developing countries by encouraging sanctions against bribery in international business transactions carried out by companies based in the Convention member countries. Further information on the OECD can be located on their website: oecd.org.
- 18.2** Bidders shall not offer gifts, hospitality, donations, offers or inducements to the Clarion staff during this Tender process.
- 18.3** Without prejudice to any other remedies available to Clarion or any criminal liability, Clarion may disqualify any Bidder from further participation in the Tender process or the Contract who, in connection with its Tender for the Contract:
- offers an inducement, fee reward or financial advantage to any Officer or Employee of or Adviser to the Clarion in connection with the Contract;

- does anything which would breach the [Bribery Act 2010](#);
- fixes or adjusts its Tender by or in accordance with any agreement or arrangement with any other Bidder;
- enters into any agreement or arrangement with any other Bidder not to Tender or to alter the content of any Tender to be submitted in any way;
- communicates the content of its proposed Tender to any person (outside its Consortium, and professional advisers) other than Clarion or its advisers.
- causes or induces any person to enter into any such agreement to inform any other Bidder of the content of any other Tender for the Contract; 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 persons for doing or having done or causing or having caused to be done any act or omission in relation to any other Tender or proposed Tender for the Contract.

19 Confidentiality and Data Protection

- 19.1** The Procurement Documents have been made available by Clarion on the condition that Bidders do not use or copy such Procurement Documents for any purpose other than tendering (or deciding whether to Tender) for the Contract.
- 19.2** Bidders should note that some of the Procurement Documents may include confidential information and/ or personal data under the [Data Protection Act 2018](#) (in particular any TUPE information disclosed with the ITT or subsequently). Such information will be communicated exclusively to Bidders and will not be made publicly available on the internet.
- 19.3** Bidders must not place Clarion in breach of its obligations under data protection legislation or in breach of any duty of confidentiality through the disclosure of such personal data or information.
- 19.4** Bidders will be regarded as Data Controllers in relation to any Personal Data (including TUPE information which is Personal Data) that is disclosed to them by Clarion. Bidders must comply with their obligations as Data Controller of such Personal Data under all Laws relating to privacy and the Processing of Personal Data in force in the legal jurisdiction of England and Wales, including all applicable guidance and Codes of Practice issued by

the Information Commissioner's Office or any replacement Data Protection Law.

19.5

Bidders may disclose confidential information only if:

- the disclosure is made for the sole purpose of preparing a Tender and the person receiving the information undertakes in writing to keep it confidential on the same terms as those set out in this ITT;
- the Bidder is required to make the disclosure by Law; or
- Clarion gives prior written consent to the disclosure.
- Bidders must notify Clarion as soon as reasonably practicable and in any case within 24 hours of:
 - becoming aware of any event that results or may result in any unauthorised or unlawful access to, processing, loss and/or destruction of Personal Data disclosed to them by Clarion including any actual or potential Personal Data Breach; or
 - any Data Subject Access Request in relation to Personal Data disclosed to them by Clarion.

19.6

On the conclusion of this procurement or their withdrawal from it, Bidders must destroy all versions and copies of documents containing confidential information and/or Personal Data disclosed to them by Clarion in connection with this procurement.

19.7

Clarion may disclose any information relating to Tenders to its Board Members, Officers, Employees, Agents, Advisers or Regulator(s). Clarion may disseminate information about the Contract to all Bidders.

20

Social Value

20.1

Clarion Futures is a charitable foundation that gives Clarion residents access to the support, services and tools they need to make their goals a reality. We provide opportunities so they can create their future.

20.2

We are a charitable foundation that gives Clarion residents access to the support, services and tools they need to make their goals and ambitions a reality. We provide opportunities, so that everyone who lives in a Clarion home, irrespective of their background, can create their future

20.3

We'll be investing £150 million over the next 10 years to deliver one of the biggest social investment programmes in the country,

helping to create more opportunities for people living in our homes and communities.

20.4

Clarion Futures is part of Clarion Housing Group. The Group comprises Clarion Housing, a social landlord and the country's largest housing association. It provides quality, well managed and sustainable homes. It also contains Latimer by Clarion Housing Group which delivers homes for private sale. It operates as a social business that invests all its profits into helping support our residents and communities.

21

Contract Terms

21.1

The Contract Documents that Clarion proposes to use are set out within this tender package. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the Contract Documents without further negotiation or amendment.

22

Living Wage

Bidders are expected to maintain a motivated workforce capable of providing stable and skilled teams who will support the strategic needs of Clarion. Clarion supports payment of the LW (Living wage) as one method of ensuring that skilled, motivated and stable teams are maintained, but this is not a mandatory requirement.



CLARION
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Appendix A Definitions

Defined term	Meaning
Award Criteria	means criteria applied in connection with the award of a contract
<i>CHG or Clarion</i>	means Clarion Housing Group Limited which is a charitable registered society (Reg No 28038R). Registered with the Regulator of Social Housing (Reg No LH4087) VAT No (675 646 394). Registered office: Level 6, 6 More London Place, Tooley Street, London SE1 2DA.
Commencement Date	means the date staged in the Contract Particulars or the date from which Orders may be issued under the Contract
<i>Conflict of Interest Declaration</i>	means the declaration document provided by Clarion
<i>Consortium</i>	means potential suppliers that are bidding as a group
<i>Contract</i>	means the Conditions of Contract associated with this Tender
<i>Contract Documents</i>	means the Conditions of Contract and associated documents
<i>Data Controller</i>	as defined in DPA 2018
<i>Data Protection Law</i>	as defined in DPA 2018
<i>Data Subject Access Request</i>	as defined in DPA 2018
<i>Delta</i>	means the Delta Esourcing portal
<i>DPA 2018</i>	means Data Protection Act 2018
<i>ICO</i>	<i>means Information Commissioner's Office</i>
<i>MEAT</i>	means Most Economically Advantageous Tender



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Defined term	Meaning
<i>OECD</i>	Organization for Economic Co-operation and Development (OECD) Anti-Bribery Convention
<i>FTS</i>	Find a Tender
<i>PCR 2015</i>	Public Contract Regulations 2015
<i>Personal Data</i>	as defined in DPA 2018
<i>Personal Data Breach</i>	as defined in DPA 2018
<i>Processing of Personal Data</i>	as defined in DPA 2018
<i>Procurement Documents</i>	means any associated document within this tender package
<i>Requirements</i>	means the project scope and objectives and Service Specification as specified
<i>Selection Criteria</i>	means the suitability and capability of the potential bidders to perform the contract
<i>SQ</i>	<i>Standard 'Selection Questionnaire' or PAS91 as relevant</i>
<i>Sub contractors</i>	means potential suppliers supply chain
<i>Tender</i>	means invitation to make a offer
<i>Form of Tender</i>	means the document provided by Clarion for completion by the potential bidder
<i>Bidder(s)</i>	means any potential provider bidding for this opportunity
<i>TUPE</i>	means Transfer of undertakings (Protection of Employment) Regulations
<i>Fee</i>	means Fee payable for Services
<i>Service</i>	means any type of Services as specified