

**HOME CONDITION REPORT REGISTER & ASSOCIATED
SERVICES
(DCLG Procurement Ref: 06043)**

**INSTRUCTIONS TO POTENTIAL SUPPLIERS FOR
'BEST AND FINAL OFFER'**

	Page 1 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

CONTENTS

1. INTRODUCTION	4
2. THE REQUIREMENT	7
2.1. Background	7
2.2. Scope of Work	8
2.3. Operational Requirement.....	9
3. THE PROCUREMENT PROCESS	10
3.1. General Approach	10
3.2. Procurement Process	10
3.3. Indicative Timetable.....	11
3.4. Potential Supplier Communications.....	11
4. DRAFT CONTRACT	13
4.1. Purpose of the Document.....	13
4.2. Supplier Instructions	13
4.3. Document Mark- up	13
5. SUBMISSION OF RESPONSES.....	15
5.1. Format of Response	15
6. EVALUATION	18
6.1 Selection Criteria	18
6.2 Contract Award Criteria	19

	Page 3 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

1. INTRODUCTION

1.1 Purpose of the Document

This document forms part of the Invitation to Submit A 'Best And Final Offer' (BAFO) and defines the process and timetable for the procurement of a HCR Register & Associated Services, referred to in this document as 'the Services'. It should be read alongside and is intended to assist potential suppliers in their response to the BAFO questionnaire.

The document is structured as follows:

- Section 2 provides information on the procurement process, including:
 - the procurement procedure
 - indicative timetable, and
 - procedures for handling potential supplier enquiries.
- Section 3 provides advice and guidance on submitting responses including:
 - the manner and form in which responses should be submitted, and
 - what constitutes a disqualified/non-compliant bid
- Section 4 sets out the evaluation approach and criteria to be used to assess proposals.

1.2 Important Notices

References to DCLG include the First Secretary of State (the legal entity, as agent for the Crown, behind DCLG) as the context shall require.

1.2.1 Confidentiality and Freedom of Information

The information contained in this document and the SoR, together with any further information provided or made available in connection with any further enquiries (the "Information Provided") must be treated as confidential. Information Provided shall not be copied, reproduced, distributed or otherwise made available to any other party by potential suppliers. Information Provided shall not be used by potential suppliers for any other purposes than that for which it has been provided by DCLG.

All information relating to any candidature for short listing or any tender made to DCLG or any contract to which DCLG is party, including information arising under a contract or about its performance, may be accessible under the Freedom of Information Act 2000 (the "FOI Act"). DCLG will be under a legal obligation to disclose such information if requested, unless an exemption applies. DCLG may also be subject to disclosure requirements under other legislation or applicable codes of practice or otherwise as required by law, including by order of a court of competent jurisdiction.

	Page 4 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

Any respondent must, as part of the procurement process, identify to DCLG information which it submits, whether on its own behalf or, in the case of potential consortia, on behalf of others, which it regards as being potentially exempt from disclosure by DCLG under the FOI Act. Such identification may be either specific or by class. The respondent must state the grounds that it believes exist for potentially exempting the information from disclosure, together with detailed reasoning for each such ground advanced. These grounds may be one or more of the following under the FOI Act:

- that the information constitutes a trade secret and is eligible for exemption under section 43;
- that the disclosure of the information would prejudice substantially the commercial interests of any person;
- that the information will be disclosed by the applicant to DCLG **and** that the nature of the information, and the circumstances in which it is imparted, are such as to justify the acceptance by DCLG of an obligation of confidence in respect of it.

Please note that, consistent with the spirit of its obligations under the FOI Act, as a general principle DCLG will seek to prevent, or restrict the scope of, confidentiality obligations sought to be imposed upon it. As such DCLG reserves the right not to accept, in whole or in part, any information marked as confidential or sensitive. Such rejected information would not be available to support any potential supplier's offering. Please note also that receipt by DCLG of any material marked 'confidential' or equivalent must not be taken to mean that DCLG accepts any duty of confidence by virtue of that marking; any assertion to the contrary in documentation submitted to DCLG is liable to result in rejection of the material;

- that the information is personal data or otherwise relates to the private life of any individual which is appropriate for protection; and
- any other exemption set out in the FOI Act.

It should be remembered that even where a respondent has indicated that information should be exempted, DCLG may disclose this information following its own consideration of the situation. DCLG may, in its absolute discretion, consult with the relevant respondent before making a decision on a request for information. The interpretation of the DCLG in relation to any exemption shall be final.

Without prejudice to anything above, by participating in the procurement process, potential suppliers understand and agree, and shall procure that all others whose information is supplied to support their response agree, that DCLG may disclose all information submitted to it to the United Kingdom Parliament or any other department, office or agency of Her Majesty's Government in the United Kingdom, and their Ministers, servants, agents and advisers.

As a potential supplier to the DCLG, you will understandably be concerned about the effect of the FOI Act on information you supply to DCLG. We hope we can reassure

	Page 5 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

you that we are aware of your need to protect information which is commercially sensitive. We will seek to rely on exemptions under the FOI Act where it is appropriate for us to do so.

1.2.2 Disclaimers

DCLG does not make or give, nor does any person in the employment of DCLG, or otherwise engaged by DCLG, have any authority to make or give, any representations or warranty express or implied as to the accuracy of the information contained in this document or the SoR.

Neither the DCLG nor its advisors shall be liable for any loss or damage arising as a result of reliance on, or use of, the Information Provided by any third party. The subject matter of this document and the SoR shall only have any contractual effect when it is covered and contained in the express terms of an executed contract. Any and all liability in relation to this document and the SoR is hereby expressly disclaimed and excluded to the maximum extent permissible by law. The exclusions of liability contained in this section do not exclude liability for death or personal injury caused by DCLG's negligence or the negligence of its advisors and/or to fraud or fraudulent misrepresentation by DCLG or its advisors.

Neither this document nor the SoR is, nor is to be taken as, the giving of investment advice by DCLG or any of its advisors nor is it an invitation or inducement to engage in investment activity for the purposes of submitting a tender in response to DCLG Procurement Ref: 06043 or for any other purpose.

1.2.3 Change in procedures

All dates, time periods and procedures indicated in this document are provisional only and DCLG reserves the right to change these without notice at any time. DCLG reserves the right not to enter into any contract pursuant to Procurement Ref: 06043 and to withdraw from this procurement exercise at any time.

1.2.4 Costs

The potential supplier will be responsible for obtaining all information necessary for the preparation of its response to the SoR and all later submissions as the procurement process proceeds. In addition, the respondent will bear all costs, expenses and liabilities incurred in connection with the preparation of its response to the SoR and all further participation in the procurement process.

DCLG reserves the right not to proceed with the competition at any stage during the procurement process and shall not, in the event of discontinuance, whatever the cause, be liable for any costs incurred, directly or indirectly, by any potential supplier.

	Page 6 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

2. THE REQUIREMENT

2.1. Background

Part 5 of the Housing Act 2004 is expected to be fully in force from 1 June 2007 and from that date, sellers of a residential property in England and Wales or their estate agents must have a Home Information Pack (HIP) when marketing their properties. This pack is envisaged to comprise of a number of documents including a Home Condition Report (HCR) and an Energy Performance Certificate (EPC). It is currently envisaged the Home Inspectors (HIs), who are members of an approved Certification Scheme, will produce HCRs.

We are working to the assumption that both the Home Condition Report (HCR) and the Energy Performance Certificate (EPC) will require registration in the central HCR Register for home sales, and therefore that the volume of registrations expected will be unchanged despite the HCR element being optional. However, the suppliers should be aware that options are being examined regarding whether the EPC element would be registered in the HCR Register, and this would have an impact on the number of registrations occurring in the initial period of the scheme until industry take-up of home condition survey element of the HCR becomes widespread. However, for the purposes of completing the Financial Model the working assumption is that about 1.2m or more registrations of HCRs and home sales EPCs will occur annually.

The Act requires that where certification schemes exist, the Secretary of State must be satisfied that appropriate provision exists:

- for requiring HCRs to be entered on a register. This register may be owned by, or on behalf of, the Secretary of State.; and
- for the keeping of a public register of the members of the scheme.

The register is necessary to ensure the authenticity of the HCR, so that it can and will be trusted by those entitled to rely on it, i.e. buyers and lenders as well as the seller who procures it. In particular the register:

- ensures that the HCR can be produced only by a registered home inspector
- ensures that HCRs are insured
- ensures that consumers and others can check that the copy HCR provided to them is a true copy of the original
- ensures lenders can rely on the HCR as it will come from a trusted source so that the HCR will be used to underpin valuations in many cases
- enables the certification schemes to monitor the work of their members.

DCLG will prescribe the standards required for the completion of HCRs that will be implemented by multiple, competing Certification Schemes. These will require all Certification Schemes to hold a register of HCRs undertaken by its members, and also to lodge those reports in a central "archive" register. It is that register, and the

	Page 7 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

associated services to enable the searching for HCRs across Certification Schemes, that is being procured through this process.

The department therefore wish to appoint a contractor to provide an IT infrastructure that will support the implementation of the Home Information Pack Scheme in England and Wales on 1st June 2007. Primarily this involves:

- Maintaining an 'archive' of reports that provide information on the condition of individual properties and their energy performance
- Providing portal services to enable the identification of Home Inspectors and acquisition of Home Condition Reports from local HCR Registers operated by authorised industry stakeholders.

The duration of the initial contract is likely to be in the region of 10 years. The contract is expected to be wholly funded by a fee payable by those who lodge HCRs, for each HCR lodged in the 'archive'. The fee for lodging HCRs is to be set in regulations.

2.2. Scope of Work

The successful contractor will be responsible for the following services:

- Maintaining an 'archive' of reports that provide information on the condition of individual properties and their energy performance and retaining those reports for up to 15 years
- Providing a Home Condition Report Index service to identify location of Home Condition Reports within Local HCR Registers as operated by industry stakeholders authorised by the DCLG
- Providing information on and access to the reports as specified in Regulations and/or the DCLG
- Providing Home Inspector Register Index service to identify Home Inspectors within Local HI Registers as operated by industry stakeholders authorised by the DCLG
- Providing access to the HI index as specified by DCLG
- Providing a central addressing database related service to allowing search and identification of Properties and appropriate Unique Property Reference Number (UPRN) for cross-referencing all Home Condition Reports for the same property
- Governing DCLG owned XML Schema & Messages (which are currently in development) defining the service interfaces, including change management of future amendments

	Page 8 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

- Providing ongoing capabilities to enable monitoring of HCR content and HI competency, by Certification Schemes
- Providing appropriate information to DCLG such as to enable performance management of contractor and industry stakeholders authorised by the DCLG

The contractor will also be required to administer all aspects of the delivery of the register and services including the development, testing and implementation.

2.3. Operational Requirement

Please refer to the separate document “Statement of Requirements” (SoR).

	Page 9 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

3. THE PROCUREMENT PROCESS

The process outlined in sections 3.1 to 3.3 is indicative only and DCLG reserve the right to alter the process in any way as becomes appropriate as the procurement exercise progresses.

3.1. General Approach

Key elements to the DCLG's approach to the procurement are as follows:

- DCLG generally expects to carry out the procurement in line with the EU Negotiated Procedure. Note however that the Services are expected to be a service concession, meaning that, strictly, it falls outside public procurement rules. DCLG reserves the right to depart from the EU Negotiated Procedure to the extent that it deems this necessary or desirable in the context of this procurement. DCLG shall, however, abide by the underpinning EC Treaty principles as it is required to do;
- The Services are expected to be wholly funded by a fee payable by those who lodge Home Condition Reports, for each Home Condition Report lodged in the 'archive'. The fee for lodging Home Condition Reports is to be set in regulations.
- At this stage in the procurement, the DCLG is expecting to select a short-list of potential suppliers to take forward to the negotiation phase. Following this, there will be a best and final offers (BAFO) stage. Potential suppliers will be required to provide an indicative bid price for their proposed solution, but pricing will not form part of the evaluation at this stage.

3.2. Procurement Process

The intended route for this procurement exercise is as follows:

- Following submission of responses by potential suppliers, DCLG will select a short-list using the evaluation criteria set out in Section 6.1 of this document;
- Short-listed suppliers will be taken forward to the negotiation phase;
- Following negotiations, potential suppliers will be invited to submit their best and final offers (BAFO), including pricing details. This invitation will clearly set out the detailed criteria to be used to evaluate the BAFO submissions;
- Following the outcome of the evaluation of the BAFO submissions, the contract will be awarded to the successful potential supplier following a standstill period prior to contract signature.

	Page 10 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

3.3. Indicative Timetable

Table 1 below sets out the expected timetable for the Services procurement.

Table 1 – Timetable

Date	Action
Thursday 10 th August 9:00am	Deadline for BAFO submissions
Tuesday 15 th August	Selection announced & suppliers debriefed and standstill period starts
Monday 4 th September	Contract signature and Implementation of the Services starts

The schedule to the contract entitled “Implementation Plan Milestones” gives delivery dates for documentation and services. These dates are based on contract signing on Monday 4th September. A mechanism for agreeing slippage to these dates in case DCLG wishes to delay contract sign-off is provided in that schedule.

3.4. Potential Supplier Communications

The respondent will be responsible for obtaining all information necessary for the preparation of its response to this Questionnaire and all later submissions as the procurement process proceeds. In addition, the respondent will bear all costs, expenses and liabilities incurred in connection with the preparation of its response to this Questionnaire and all further participation in the procurement process.

Information provided at this stage may be subject to verification at later stages of the procurement process. If any error, omission or misrepresentation is discovered, DCLG reserves the right to disqualify the respondent from further participation in the process no matter what stage in the process has been reached.

DCLG reserves the right not to proceed with the competition at any stage during the procurement process and shall not, in the event of discontinuance, whatever the cause, be liable for any costs incurred, directly or indirectly, by any potential supplier.

The DCLG reserves the right to take up any references provided in responses to this Questionnaire but will do not so without your consent.

PLEASE NOTE THAT ALL FINANCIAL £ INFORMATION (E.G. £ TOTALS, £ SUB TOTALS, £ DAY RATES AND OTHER RESOURCE COST ESTIMATES) MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE TOGETHER WITH THE ANSWER TO QUESTION 9.8 “FINANCIAL PROPOSAL”.

	Page 11 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

NON-FINANCIAL LOGISTICAL INFORMATION (E.G. MAN-DAYS, STORAGE CAPACITIES, LEAD TIMES ETC.) SHOULD FORM PART OF THE NON-FINANCIAL REPSONSE.

	Page 12 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

4. DRAFT CONTRACT

4.1. Purpose of the Document

Schedule 2 of the contract forms the basis for the service specification to be included within the contract between the DCLG and the Service Provider.

Schedule 1 of the contract will incorporate the Service Provider's resubmitted outline proposal which details the methods by which the Service Provider intends to deliver the service specification.

4.2. Supplier Instructions

Please complete the attached BAFO Questionnaire in which the potential supplier is asked to indicate agreement to the provisions set out in the draft Contract and Pro-Forma Financial Model and Financial Model Line Item Descriptions. If the potential supplier has reservations in respect of any particular provisions, an alternate mark-up of the draft Contract and other related documents may be submitted in accordance with Paragraph 4.3 below.

Potential Suppliers will be assessed on their compliance with the instructions set out in this section as well as their management of risks and contingency preparations in case of risks occurring. The Authority reserves the right to terminate negotiations where Potential Suppliers unreasonably seek to raise contractual issues that have not previously been included in the mark-up submitted as part of the BAFO.

The Authority reserves the right not to entertain any discussion or negotiation on some or all of the provisions of the Contract and makes no undertaking that any proposed amendments will be accepted.

The Authority reserves the right to change the timetable and approach to procurement, including extending the evaluation to include subsequent questionnaires and further probing if it deems this appropriate. The term "Final Offer" is only intent at this stage, and other stages of analysis may be needed.

4.3. Document Mark- up

Potential Suppliers should:-

- make all changes to the soft copy of the documents;
- use the tracked change function in Microsoft Word - the changes should be made in 'clean' format
- include drafting notes and commentary to accompany drafting changes;
- refrain from including vague comments such as 'To discuss' or 'Do not agree' or 'Agree in principle' - the potential supplier's preferred drafting should be included in full

	Page 13 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

- return the revised drafts in soft copy when submitting the remainder of their proposals

	Page 14 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

5. SUBMISSION OF RESPONSES

5.1. Format of Response

5.1.1 Contents

Potential suppliers will be required to provide, in writing, a response which contains all of the information requested in the BAFO questionnaire.

All questions must be answered in English, preferably using the same typeface and styles, providing all the necessary supplementary information. If separate sheets are needed, please clearly mark the top of each page with the number of the question to which each answer relates. In addition, please indicate under the relevant question that this has been done.

All questions must be answered as accurately and concisely as possible. Where a question is not relevant to the responder's organisation, this should be indicated, with an explanation.

Potential suppliers should complete the BAFO questionnaire (with the Pro-Forma Financial Model attached separately as explained below).

Potential suppliers should also provide comments and mark-ups on the draft contract and schedules, which are also attached separately.

No standard promotional or marketing material submitted will be considered as a substitute for a response to any part of the Statement of Requirements. However, where specific supporting documents are submitted as part of a response to any part of the SoR, please mark all enclosures clearly with the name of the organisation to which they relate and with the number of the section/requirement to which the enclosure refers.

Responses shall be returned in suitably sealed packaging that bear no distinguishing marks to identify the sender and marked "HCR Register BAFO Response". The contents should comprise:

1. A signed copy of the response certificate attached at Annex B along with their response. Where it is proposed that the solution be delivered by a consortium, special purpose vehicle, Joint Venture Company or prime contractor with sub-contractors, this declaration **must** be signed by **all** organisations who are party to these arrangements.
2. A sealed envelope containing the response

Potential suppliers may also be required to undertake a presentation to DCLG to support their response. The presentation will be used by DCLG to gain a better understanding of the response submitted and may form part of the evaluation process. It is not an opportunity for potential suppliers to submit further information to form part of their response.

	Page 15 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

5.1.2 Copies

Potential suppliers should provide the following copies of their response:

- Three bound copies in A4 format; **and**
- One electronic copy of the full response, including all annexes, in either Microsoft Word/Excel 97/PDF format, burned to CD. The CD must be clearly labelled with the name of potential supplier, the contents of the CD and the date the CD was created.

5.1.3 Recipient

All responses must arrive no later than 9am on Thursday 10th August 2006 and should be sent to:

[REDACTED]
The Department for Communities and Local Government
[REDACTED]
1st Floor/F4
Ashdown House
123 Victoria Street
London
SW1E 6DE
Email: [REDACTED]

5.1.4 Queries

Questions regarding the requirements of this procurement may be addressed to:

[REDACTED]

and copied to:

[REDACTED]

Using the query sheet contained in Annex A

Telephone enquiries in relation to this procurement will NOT be accepted.

Any questions, the answers to which, in the judgement of the Department, need to be shared with other suppliers who have requested the Invitation to Submit a BAFO, must be tabled by e-mail, by midday Tuesday 8th August 2006.

If the Department considers any question or request for clarification to be of material interest, both the query and the response will be communicated, on a no name basis, to all service providers/suppliers who have responded.

	Page 16 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

All responses received and any communication from service providers/suppliers will be treated in confidence.

5.1.5 Organisation Contact Point

Suppliers have been asked to include a single point of contact in their organisation for their response to the Invitation to Submit a BAFO questionnaire. The Department is not responsible for contacting the supplier through any route other than the nominated contact. The supplier must therefore undertake to notify any changes relating to the contact promptly.

5.2 Disqualification/Non-compliant Responses

Potential suppliers may be disqualified at this stage in the procurement exercise if:

- responses are received after the submission deadline; and/or
- the responses do not contain all of the information requested in the Annexes and the BAFO questionnaire.

	Page 17 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

6. EVALUATION

At this stage in the procurement, the DCLG is expecting to select a supplier to take forward to contract signing phase. Following this there will be a best and final offers (BAFO) stage.

6.1 Selection Criteria

BAFOs will be assessed under the following headings:

- favourable, complete and compliant responses to BAFO questionnaire
- appropriateness of technical solution
- a management risk assessment on key aspects of delivery
- price

Information previously submitted provided will be used to build a complete picture of the organisation bidding for the contract.

In responding to the Invitation to Submit a BAFO, potential suppliers should ensure that their proposed scheme meets the minimum requirements of the Service as set out in the SoR materials.

DCLG will consider alternate proposals and suggestions for improvements to the draft contract wording to the extent that they offer better value for money and are consistent with legislative and policy requirements.

For short-listed suppliers any additional proposals will be discussed as part of the negotiation phase of the procurement. To the extent that these are accepted they will be incorporated in the Service requirements at the BAFO stage.

The SoR sets out the proposed commercial terms for the concession contract – covering both financial and legal components. DCLG expects that, based on these commercial terms, Services will be commercially viable. However, potential suppliers may comment on these terms or suggest alternatives where they believe that these will improve value for money.

Wherever potential suppliers add to the Service minimum requirements or suggest alternatives to the proposed commercial terms they should clearly state that this is the case and explain their reasons for doing so.

Before the BAFO response is passed to the evaluation team, the panel opening the bids will separate out any pricing schedules (including the completed proforma) provided that this is physically possible. It is essential, therefore, that these pricing

	Page 18 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

schedules are not bound into the BAFO response document. The potential supplier can therefore be assured that, in the evaluation of the BAFO responses, pricing information will not be considered as a part of the evaluation; rather it will be used to help develop the requirement during the negotiation phase.

The operational viability of the potential supplier's proposal from a financial perspective will, however, be evaluated.

6.2 Contract Award Criteria

Following negotiation and BAFO, the DCLG expects to appoint a single Services operator. The Contract will be awarded to the supplier that offers the best combination of economy, efficiency and effectiveness in relation to the requirements. Please note, however, that DCLG reserves the right not to proceed with the competition at any stage during the procurement process and to alter the process in any way as becomes appropriate as the procurement progresses.

At the BAFO stage DCLG will set out a fixed set of requirements against which all shortlisted potential suppliers will be asked to put in best and final offers. The Department may, at its discretion, allow defined variant bids at this stage. More detail will be provided at the time that shortlisted potential suppliers are invited to submit their BAFO.

	Page 19 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

ANNEX A – QUERY SHEET

Please see Section 2.3 for details of DCLG's procedures for responding to queries.

Query sheets should be e-mailed to [REDACTED] and copied to

FAO:

[REDACTED]
Department for Communities and Local
Government
Zone 2/E8, Eland House
Bressenden Place
London
Email:

[REDACTED]

Query number

[For DCLG use]

DCLG procurement reference
number

06043

Lead Relevant Organisation

Contact person

E-mail

Date

Supplier Ref	Query

	Page 20 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERICAL IN CONFIDENCE

ANNEX B – RESPONSE CERTIFICATE

This section is to be completed by ALL Relevant Organisations. Each Relevant Organisation MUST sign a separate declaration. (Please see section 3.1 for further details.)

HCR REGISTER & ASSOCIATED SERVICES RESPONSE CERTIFICATE

To: The Department for Communities and Local Government
Ashdown House
123 Victoria Street
London
SW1E 6DE

In this certificate:-

"person" includes any persons and any body of persons corporate or unincorporated; and

"agreement" includes any arrangement whether formal or informal and whether legally binding or not.

The essence of tendering is that DCLG shall receive bona fide competitive tenders from all persons and organisations tendering. In recognition of this principle I/we certify that:-

This is a bona fide tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the tender or the rates quoted by, under or in accordance with any agreement or arrangement with any other person.

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

- Communicate to a person other than DCLG, my/our advisers and my/our directors, officers and employees the amount or approximate amount of my/our proposed tender; or
- Enter into an agreement or arrangement with any other person or organisation whereby that other person or organisation shall refrain from tendering or as to the amount of any tender to be submitted; or
- Offer or agree to pay or give or pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for any act or omission (or the procuring of any act or omission) in relation to any other tender or proposed tender for the provision of the services detailed in the Statement of Requirements ("SoR") and/or the contract.

	Page 21 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

COMMERCIAL IN CONFIDENCE

I/we have not canvassed or solicited any officer or employee of DCLG or its advisers in connection with the award of this tender or any other tender or proposed tender for the provision of the services detailed in the SoR and/or the contract and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we further hereby undertake that I/we shall not in future canvass or solicit any member, officer or employee of DCLG or its advisers in connection with the award of this tender or any other tender or proposed tender for the provision of such services and that no person employed by me/us or acting on my/our behalf shall do any such act.

We understand that DCLG will rely upon the representations included in this certificate when evaluating the response and in any subsequent negotiations and may seek its wasted costs from us if we breach these.

I/we also understand it is a criminal offence, potentially punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that such action will empower DCLG to exclude the prime contractor and/or other Relevant Organisation (as the DCLG shall determine in its sole discretion) from further participation in the procurement, no matter what stage has been reached.

I/we agree that by submitting our response to DCLG, I/we thereby assign to DCLG, and shall procure that all other parties whose information is supplied to support such response shall assign to DCLG, with full title guarantee all right title or interest in all intellectual property, whether such right, title or interest shall be present or future, vested or contingent, legal or beneficial, which consists of or includes anything relevant to such response and shall, and shall procure that all other relevant parties (see above) shall, without charge at any time after the date of submission of the response to DCLG, execute and do all such deeds, documents, acts or things as DCLG shall require to vest such intellectual property rights in DCLG and procure the waiver, to the fullest extent possible by law, of any moral rights that exist in relation to such intellectual property.

Further, having examined the Instructions to Potential Suppliers, Statement of Requirements and the draft contract (the "BAFO Documents") and having satisfied ourselves as to all other matters relevant thereto, we confirm our response to DCLG's Invitation to Submit A 'Best And Final Offer' (BAFO) for a contract with DCLG to provide Services.

We enclose our response, and confirm that this comprises all of the documents required to be submitted in accordance with the matters set out in the BAFO Documents.

We confirm that all negotiations remain "Subject to Contract" and that in submitting our response 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 BAFO Documents).

	Page 22 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	

We confirm the offer in the Financial Model supplied (and any alternate priced scenarios) and that these pricings are valid for a period of 60 days from BAFO submission.

Signed:¹ _____

Name: _____ Title: _____

For and on behalf of: _____

Date: _____

[Name of Relevant Organisation]

The declaration must be signed by an authorised signatory, in his/her own name, and for and on behalf of the Relevant Organisation.

¹ The certificate must be signed by a director or other authorised senior member of each Relevant Organisation, in his/her own name and for and on behalf of the Relevant Organisation.

	Page 23 of 23
06043 HCR Register BAFO Instr to suppliers 2006-08-02 Final 2.doc	