

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR**

**THE PROVISION OF Work Support for Refugees**

**INSTRUCTIONS AND DETAILS OF CONTRACT**

**PROPOSED CONTRACT PERIOD**

**Closing Date for Tenders – 12 noon**

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR**

**THE PROVISION OF Work Support for Refugees**

**SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

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| **ITEM** | **CONTRACT DETAILS** |
| Reference Number: | **N/A** |
| Submission instructions: | **VIA THE CHEST E-TENDERING PORTAL ONLY.**  **Electronic Tender Returns (Submission of Tender) via The Chest e-Tendering Portal.**  The deadline for electronic tender returns is detailed on the e-tendering system.  All aspects (documents/attachments/responses) of the tender return must be submitted via the e-tendering system.  Please note that tender returns cannot be viewed or accessed by Council employees until after the deadline for submission and therefore it is not possible to confirm safe receipt of your tender.  Assistance/help on the e-tendering system is available to all registered users of The Chest via the Due North Website.  It is the responsibility of all Contractors to become familiar with this software if they wish to bid for business offered for tender by Council.  Assistance provided by the Council does not extend to basic IT skills or training and our role is not to deliver step by step IT training nor are we able to assist non-PC users in how to use the e-tendering system.  Please allow sufficient time to complete and submit your tender return particularly until you become familiar with The Chest software and how it operates. No extensions to the closing date and time for tender returns will be permitted on the basis that Contractors are unfamiliar with or making mistakes when using The Chest.  Please note, if your tender return is incorrect and/or incomplete, your submission could be rejected. It is the responsibility of the Contractor to ensure that the tender submission has been returned correctly PRIOR to the closing date and time. The Council cannot be held responsible for any inaccurate or incomplete information entered into the e-tendering system.  The Contractor must ensure all required documents have been uploaded before pressing the submit button. Once a tender return has been submitted, an electronic confirmation is generated from The Chest.  **You are not permitted to return a tender submission via e-mail.** |

**Timetable**

**This timetable is indicative only.** The Council reserves the right to change it at its discretion. Any significant changes to this Timetable will be notified as soon as possible to all Contractors.

| **Stage** | **Date(s)/time** |
| --- | --- |
| Issue of Invitation to Tender | **7th February 2020** |
| Deadline for questions (via The Chest e tendering portal only) | **12noon - 21st February 2020** |
| Submission of Tenders (via The Chest e tendering portal only) | **12noon - 28th February 2020** |
| Evaluation of Tenders | **WK commencing 2nd March 2020** |
| Notification of result of evaluation | **WK Commencing 2nd March 2020** |
| Standstill period | **WK Commencing 9th March 2020** |
| Expected date of award of Contract(s) | **WK Commencing 16th March 2020** |
| Implementation period | **WK Commencing 23rd March 2020** |
| Contract commencement | **WK Commencing 30th March 2020** |

**CHECKLIST FOR TENDERERS**

Failure to provide all of the items in the checklist may cause your Tender to be non-compliant and not considered.

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| --- | --- |
| **Schedule Reference Number** | **Schedules to be completed and returned as part of your Tender submission** |
| **1** | FORM OF TENDER |
| **2** | CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING |
| **4** | METHOD STATEMENTS |
| **5** | PRICING SCHEDULE |

**IMPORTANT NOTICE**

This Invitation to Tender (“ITT”) is issued to those Contractors who express an interest to tender (“Tenderers”) to Blackburn with Darwen Borough Council (the “Council”) for the provision of **Identity & Language Surveys in Blackburn with Darwen** (the “Contract”)*,* their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this Tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council.

The Council reserves the right to cancel the Tender process at any point and not to award the Contract. The Council is not liable for any costs resulting from any cancellation of this Tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015. The procurement will follow a clear, structured and transparent process to ensure that fairness is maintained at all times and that all Tenderers are treated equally and without discrimination

1. **BACKGROUND**
   1. The Council is looking to award a Contract for the provision of **Identity & Language Surveys in Blackburn with Darwen**
   2. Further details of the Council’s needs under the Contract and other relevant information are provided in the Specification at Schedule 3.
   3. Clarification questions should be submitted via the ‘Discussions’ area within The Chest system before **12 noon** **on the 14th August 2019**
   4. Other than via The Chest system as above, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
   5. Please note that the Council’s responses to any queries or clarification requests may, at the Council’s discretion; be circulated to all Tenderers unless where sending a response to all Tenderers would prejudice the legitimate commercial interests of the Tenderer making the clarification.
   6. Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
   7. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
   8. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
2. TENDER SUBMISSION REQUIREMENTS
   1. Tenders must be written in the English language.
   2. Tenders must provide responses as set out in the Checklist for Tenderers. Ensure your submission, including additional pages, reflects any numbering format used in the Schedules so it is clear to which part of a Schedule or question your response applies.
   3. Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
   4. The Tender (including price) should remain valid for a minimum period of 120 days.
   5. The Tender must not be qualified in any way. For the avoidance of doubt a qualification is a restriction or condition which a Tenderer attaches to their Tender submission. Please note that any such qualification(s) will result in your Tender being disqualified.
   6. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
   7. Your full registered business/name and main office address must also be provided on all documents.
   8. The Tender **must** be submitted via The Chest e Tendering portal only.
   9. If for any reason you are unable to submit a Tender then you should use the ‘Opt-Out’ function within the ITT information (options area).
3. **CONTRACT DOCUMENTS**
   1. Any resulting Contract will consist of the Contract Particulars (attached at ITT Schedule 6), the Standard Terms and Conditions and the successful Tender. The Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
   2. This Council is bound by relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015 and cannot enter into any negotiations on the Tender or Contract.
   3. Any Contract award will be conditional on the Contract being approved in accordance with the Council’s internal procedures and the Council being generally able to proceed and allowing for the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of Contract award to the successful Tenderer.
4. **TENDER EVALUATION AND AWARD CRITERIA**
   1. The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
   2. Each Tender will be checked initially for compliance with all requirements of the ITT. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the minimum standards set out in the SSQ and the provisions set out in Regulation 57 of the Public Contracts Regulations 2015. Regulation 57 of the Public Contracts Regulations 2015 stipulates the criteria by which an economical operator (a contractor, a supplier or a service provider) can be disqualified from a public sector tender process due to past or current criminal activity or bankruptcy.
   3. Any change in the eligibility of a Tenderer must be immediately notified to the Council in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.
   4. Tenders will be evaluated against the award criteria set out below.
   5. During the evaluation period, the Council reserves the right to seek clarification in writing or by means of a clarification meeting from any or all of the Tenderers, to assist it in its consideration of their Tenders.
   6. Tenders will be evaluated to determine the qualities of the Tenderers. **Only tenders that pass the selection criteria will be evaluated for economic advantage**.
   7. Tenders that have passed the Selection stage will be evaluated to determine **the most economically advantageous Tender,** ITT Schedule 4 Method Statements, taking into consideration the following award criteria:

* Price 20%

Submissions will be ranked in order of price the lowest submission attracting the full weighting of 30%. Thereafter the scores will be attributed as a percentage difference to the lowest price.

* Quality 80%
  1. The Quality criteria are to be evaluated based on the Method Statement Questions at Schedule 4.

Each Method Statement will be scored 0-4 as below:

All method statements must receive a minimum score of at least two.

|  |  |
| --- | --- |
| 0 | Major non-compliance with requirements. Evidence is unacceptable or non-existent. There is a failure to properly address issues or meet any of the requirements or no information is provided. |
| 1 | Does not meet requirements. Partially compliant response with major deficiencies or concerns in critical areas or where the lack of detail and relevance requires the reviewer to make assumptions. This indicates there would be serious difficulties in delivery. |
| 2 | Meets requirements. Minor deficiencies or shortfall in information provided in non-critical areas. Slight modification may be required in delivery but not seen as overly detrimental. |
| 3 | Meets requirements. Adequate relevant detail provides a comprehensive response demonstrating fully how requirements will be met. |
| 4 | Meets requirements. A comprehensive response which fully meets all requirements and clearly demonstrates how added value will be offered. |

Each Method Statement carries a weighting depending upon their importance. The scores and weightings combine to make up the overall score.

* Method Statement 1 - 20%
* Method Statement 2 – 20%
* Method Statement 3 – 20%
* Method Statement 4 – 20%
* Pricing Schedule - 20%

Total: 100%

1. **INFORMATION REQUIRED**
   1. **Pricing**
      1. Tenderers must complete the Pricing Schedule set out in Schedule 5 to provide all of the obligations under the Contract.
      2. All Prices shall be stated in pounds sterling and exclusive of VAT.
      3. Tenderers must also indicate all other costs that will be associated with the contract e.g. deliveries costs, minimum order rates etc. No claim for additional payment will be considered for items that have not been specified.
   2. **Insurance**
      1. The successful Tenderer must effect and maintain in force with a reputable insurance company a policy or policies of insurance covering all the matters which are contemplated by the Contract including but not limited to public liability, employer's liability and professional liability insurance with minimum cover levels of:

* £10,000,000.00(TEN MILLION POUNDS) in respect of employer's liability;
* £10,000,000.00 (TEN MILLION POUNDS) in respect of public liability in relation to any one occurrence or series of occurrences arising out of one event without limit on the number of claims in any one year or other period;
* £5,000,000.00 (FIVE MILLION POUNDS) in respect of professional liability in relation to any one occurrence or series of occurrences arising out of one event and with an aggregate amount of £5,000,000.00 for any one year period of insurance. Cover of for pollution and contamination claims will have a sub-limit indemnity of £2,000,000.00.
* £2,000,000.00 (TWO MILLION POUNDS) in respect of product liability
  + 1. For the avoidance of doubt the terms of any insurance or the amount of cover shall not relieve the successful Tenderer of any liabilities under the Contract.

5.2.3 The successful Tenderer must undertake not to do or permit anything to be done which makes void or voidable any insurance policy in force and shall promptly pay all premiums and do all other things necessary to keep all insurance in full force and effect. The successful Tenderer shall produce copies of all policy documents, certificates and premiums receipts to the Council if requested to do so.

* 1. **Quality**

Tenderers must provide the information requested at Schedule 4: Method Statements as part of their Tender submission. These will be evaluated in accordance with 4.7.

* 1. **Clarification meetings/Presentations**
     1. The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.
     2. It is not considered necessary to schedule formal site visits as part of the Tender preparation process.
     3. The highest scoring Tenderer may be required to make available key members of their delivery team who will be responsible for the provision of the Contract to demonstrate their understanding and approach as outlined in the Tender and to allow the Council an opportunity to clarify any aspect of the Tender. The presentation will not be scored. Should the evidence provided not support the Tender submission and this results in the Tender no longer having the highest score, the next highest scoring Tenderer will be required to give a presentation and the process will continue and so on. The time date and location are to be confirmed at a later date.

1. **CORPORATE REQUIRE****MENTS**
   1. The Council has a statutory requirement to ensure compliance with a number of corporate considerations when providing its services. The Council is delivering its services when a contractor is delivering services on behalf of the Council. It is therefore incumbent upon the Council to ensure that these statutory requirements are carried out by any contractor that is working for the Council. Consequently, the Council is looking for a commitment within Tenders to assisting the Council in the following duties.
   2. The Council does not consider that these requirements will be onerous and so pricing should not be affected in complying with any of these obligations but if a Tenderer believes there is a pricing impact, the impact of complying with these obligations should be clearly identified in their Pricing Schedule.
   3. **Equality and Diversity**

The Council is committed to providing its services in a way that promotes equality of opportunity at every possibility and taking the lead in combating discrimination and promoting equality of opportunity. It is expected that the successful Tenderer will be equally committed to equality and diversity in its employment practices and service provision, and will ensure compliance with all anti-discrimination legislation. The Council will, if appropriate, monitor the successful Tenderer’s compliance throughout the Contract period.

* 1. **Guarantees**

If the successful Tenderer is a subsidiary company within the meaning of section 1159 of the Companies Act 2006 it shall, upon request, also provide to the Council within 28 days of receipt of the Council’s written acceptance of the Tender, a Guarantee by its holding company or companies (as defined by the said section of the said Act) to secure the due performance by the successful Tenderer of its obligations to Council.

If the successful tenderer fails to provide the Guarantee within the period specified above, Council may by written notice sent to the successful Tenderer, accept the failure as having put an end to the Contract between Council and the successful Tenderer and the successful Tenderer shall thereupon be liable to pay to Council liquidated damages for such failure such sum as shall be equivalent to the difference between the amount of the successful Tenderer and the amount of the next most economically advantageous Tender received by Council.

* 1. **Abnormally Low Bids**

Under Regulation 69 of Public Contracts Regulations 2015 if a Tenderer returns an abnormally low priced tender response, in relation to the spread of pricing received from other Tenderers, the Council reserves the right to request an explanation in writing from the Tenderer of the offer or those parts which it considers contribute to the offer being abnormally low. The Council will take account of the evidence provided in the response to a request in writing and will subsequently verify the offer or parts of the offer being abnormally low with the Tenderer. Only at the end of this clarification period taking into account the individual facts, will the Council decide whether the offer should be rejected or not. Any Tenderer must return the clarifying information within 3 days from issue by the Council, via the e-tendering system.

* 1. **Business Continuity Planning**

The Tenderer will support the Council in meeting its duty under the Civil Contingencies Act 2004 and acknowledges this duty and when required to do so by the Council it will:

* Assess the risk of emergencies occurring and use this to inform contingency planning;
* Put in place emergency plans, exercise them to ensure they are effective and offer training to staff who may become involved in emergency response;
* Put in place business continuity plans to ensure that they can continue to exercise critical functions in the event of an emergency.
  1. **Prevent Duty for Local Authorities**

The Tenderer will have due regard to the need to prevent people from being drawn into terrorism in line with the 'Prevent Duty for local authorities' within the Counter Terrorism and Security Act 2015. For further information, refer to

<https://www.gov.uk/government/publications/prevent-duty-guidance>

1. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT
   1. The Council as a public body is subject to The Freedom of Information Act 2000 (“Act”) and The Environmental Information Regulations 2004 (“EIR”) and all other codes governing access to information
   2. Therefore the Council may be required and it reserves the right to disclose information concerning the procurement process or the Contract to anyone who makes a request unless such information is deemed to be exempt under the Act or EIR or other legislation or codes governing access to information from disclosure
   3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties” together with valid reasons in support of the information being exempt from disclosure under the Act or the EIR.
   4. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
   5. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
      1. has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
      2. does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
      3. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information
2. **ETHICAL SOURCING PRACTICES**
   1. When sourcing suppliers for our contracts we will seek to work with suppliers who: *(throughout their supply chain)*
      1. Afford their employees the freedom to choose to work for them. Employees should be free to leave the supplier after reasonable notice is served. Suppliers should not use forced, bonded or non-voluntary prison labour;
      2. Establish recognised employment relationships with their employees that are in accordance with their national law and good practice. Suppliers should not seek to avoid providing employees with their legal or contractual rights;
      3. Can demonstrate a commitment to equality of opportunity for individuals and groups enabling them to live their lives free from discrimination and oppression;
      4. Impose working hours on their staff which are compliant with national laws or industry standards;
      5. Under no circumstances abuse or intimidate, in any fashion, employees and have appropriate disciplinary, grievance and appeal procedures in place;
      6. Work within the laws of their country
      7. Take appropriate measures to ensure the health and safety of their workforce and the wider public;
      8. Support our view that the long-term elimination of child labour is ultimately in the best interests of children, and have taken measures to ensure that child labour is not utilised in their operations;
      9. Do not support, encourage or facilitate the trade in drugs, arms, tobacco, slavery or prostitution;
      10. Offer wages and benefits that at least meet relevant industry benchmarks or national legal standards; and
      11. Do not commit or contribute to any gross abuses of human rights.
   2. We will encourage ethical sourcing practices among our suppliers, partner organisations and the broader market.
3. **ANTI-COLLUSION**

Tenderers must confirm in their submissions to this ITT that they are submitting a bona fide Tender and must certify that this is the case in the certificate of non-collusion and non-canvasing (as set out at Schedule 2). The Council shall be entitled to disqualify any Tenderer where it has contravened the anti-collusion requirements.

The Council will seek to recover the amount of any losses it has suffered if a successful Tenderer is found subsequently to have contravened the anti-collusion requirements or if any person employed by or acting for them, does any of the following:

* Commits an offence under the Bribery Act 2010; or
* Gives or offers a fee or reward, the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

The Council will not regard as “collusive” any bona fide discussions or disclosure of information of the contents of these documents or of any communications or discussions with the Council between one or more Tenderer held solely for the purpose of submitting a joint Tender.

Any Tenderer who, in connection with the Contract:

* Fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other Tenderer (other than a member of its own consortium); or
* Enters into any agreement or arrangement with any other Tenderer that it shall refrain from submitting a Tender or as to the amount of any Tender to be submitted; 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 person for doing or having done or causing or having caused to be done in relation to any other tender or proposed Tender any act or omission; or
* Communicates to any person other than the Council the amount or approximate amount of its proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender for insurance or a contract guarantee bond);

maybe disqualified (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract).

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR THE PROVISION OF Work Support for Refugees**

# ITT SCHEDULE 1- FORM OF TENDER

To: Service Lead – Strategic Commissioning Team

Blackburn with Darwen Borough Council  
Duke Street, Blackburn, Lancashire BB2 1DH

Dear Sir/Madam

TENDER FOR THECONTRACT

**I/We confirm that I/we can supply the Contract as specified in the Invitation to Tender at the prices detailed in the attached pricing schedule.**

I/We the undersigned, hereby tender and offer to provide the Contract as listed below which is more particularly referred to in the Invitation to Tender supplied to me/us for the purpose of tendering for the provision of the Contract and upon the terms thereof.

**Attached to this Form of Tender are the following:**

1. **A signed Certificate of Non Collusive Tendering and non-Canvassing Schedule 2.**
2. **The information requested in Method Statements Schedule 4.**
3. **The completed Pricing Schedule 5.**

**I/We confirm that we accept the Contract as issued with the Invitation to Tender**.

I/We undertake in the event of acceptance of our Tender to execute the Contract from the March 2020.

I/We understand that the Council reserves the right to accept or refuse this Tender whether it is lower, the same, or higher than any other Tender.

I/We confirm that the information supplied to you and forming part of this Tender including (for the avoidance of doubt) any information supplied to you as part of my/our initial expression of interest in tendering, was true when made and remains true and accurate in all respects.

I/We confirm that this Tender will remain valid for 120 days from the date of this Form of Tender.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify you immediately and update such information as required.

I/We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained in the Invitation to Tender and the Contract.

**e-Signatures are acceptable on this document; any signatures must be made by a person who is authorised to commit the bidder to the Contract.**

**Please sign, scan and upload with your tender submission.**

|  |  |
| --- | --- |
| **Signed by** |  |
| **Name (Block Capitals)** |  |
| **Job Title** |  |
| **For and on behalf of** |  |
| **Date** |  |

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR THE PROVISION OF Work Support for Refugees**

# ITT SCHEDULE 2 - CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

To: Service Lead – Strategic Commissioning Team

Blackburn with Darwen Borough Council  
Duke Street, Blackburn, Lancashire BB2 1DH

**Statement of non-canvassing**

I/we hereby certify that I/we have not canvassed any member, Director, employee, representative or adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, employee, representative or adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

**Statement of non-collusion**

The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

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

(a) communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

(b) enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

(c) offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

**e-Signatures are acceptable on this document; any signatures must be made by a person who is authorised to commit the bidder to the Contract.**

**Please sign, scan and upload with your tender submission.**

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| **Signed by** |  |
| **Name (Block Capitals)** |  |
| **Job Title** |  |
| **For and on behalf of** |  |
| **Date** |  |

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR THE PROVISION OF Work Support for Refugees**

# ITT SCHEDULE 3 - SPECIFICATION

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| 1. Contract No & Service: | Work Support for Refugees |
| Commissioner Lead & Contact Details: | Rebecca Ramsay - |
| Contract Lead & Contact Details: | Lisa Haworth |
| Provider Lead & Contact Details: | To be confirmed |
| Lead Officer & Contact Details: | As above |
| Period from /to | March 2020 to May 2020 |
| Financial Value of the Service |  |
| Notice period | 6 weeks |

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| 4. **Corporate Priorities** - **Proposal aligns with:** |
| |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | **A) Blackburn with**  **Darwen Council**  **Priorities** | | **B) Everyone Counts – Strategic Priorities** | | **C) Integrated Commissioning Priorities** | | **D) Health and wellbeing priorities** | | **E) Local Strategic  Partnership (LSP)  Priorities and the  2030 vision** | | | 1  2    3  4  5  6 | Creating more job  and supporting  business ☐x  Improving housing  quality and  building more  houses ☐  Improving health  and wellbeing  ☐x  Improving  outcomes for  Young People ☐  Safeguarding the  Most Vulnerable  People ☐x  Making your  Money go further  ☐ | 1  2  3  4  5  6  7 | Long Term  Conditions ☐  Cancer ☐  Alcohol  Dependency ☐  Early Years, Children  and Young People ☐  Targeted Group ☐x    Access to Urgent  Care ☐  Dementia ☐ | 1  2  3  4  5  6  7  8  9 | Children and Young People ☐  Carers ☐  Safeguarding ☐    Long term  Conditions ☐  Dementia ☐  Mental Health and wellbeing   ☐x  CAMHS ☐  Learning Disabilities ☐    Complex packages ☐ | 1  2  3 | Start Well ☐x    Live Well ☐x  Age Well ☐ | 1  2  3  4 | Prosperous Town (improve the local  economy, reduce  deprivation,  increase learning and skills  attainment) x☐  Connected  Communities  (Improve  Community  cohesion and  resilience) x☐  Clean places  (improve housing  choice & quality)  ☐  Safe and Healthy People (improve the  quality of life and life expectancy. Reduce crime and the fear of  crime) x☐ | |  | | | |  | | | |  | | |

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| 1. Background |
| A ‘Refugee’ is someone who has been forced to flee his or her country because of persecution, war or violence. A refugee has a well-founded fear of persecution for reasons of race, religion, nationality, political opinion or membership of a particular social group. They cannot return home or are afraid to do so. In the UK, refugee status is given to anyone that can prove to the UK government that they meet this definition.  Many refugees may have experienced long and perilous journeys to come to the UK to escape persecution/war/disaster. These people may have once led a prosperous and successful life but now find themselves marginalised in society away from friends and family. Many are unable to return to their home country and find themselves having to navigate a new culture and society whilst also dealing with past trauma.  It is important to recognise the cultural differences many refugees entering the UK workplace for the first time will face. Many refugees in Blackburn and Darwen are from Afghanistan, Iraq, Iran amongst others countries.  Refugees who have recently arrived in the UK are likely to have been out of work for some time. Those who have been here longer may have struggled for years to find employment in the UK despite having qualifications and experience in their home countries. The project will show claimants the social and economic benefits of being in work and how they need to explore diverse ways to finding work.  Lack of tailored career advice and guidance can significantly impact successful employment integration. Development of highly personalised refugee-specific one to one and group support, is therefore crucial. Dedicated career advisers should be trained in intercultural competence, alongside an in-depth understanding of cultural differences and emotional difficulties refugees experience on a day to day basis.  Refugees have a range of valuable skills and experience, however many will be unfamiliar with UK culture and the labour market. Employers can provide stepping stones for refugees to move closer to employment. Voluntary work is in general seen as a vital route into employment. Its advantages, in particular for refugees, are significant as it can help build confidence, improve language skills and provide references.  English is usually a second language for refugees and when stressed they may revert to their mother tongue. All these factors compounded may mean refugees are dependent on others for basic everyday tasks and without the right support finding employment can also be a major challenge. The UN refugee agency (UNHCR) estimates there are 120,000 refugees in the UK, all of whom have the right to work in the UK, but studies suggest the unemployment rate among this part of the population is at 18%, three times that of the UK-born population.  **Purpose and aims of the service**  With this background a programme is required with the following aims:  Increase the integration of people from refugee backgrounds into their local community by helping them to discover local facilities, events and groups. The programme will support economic integration by supporting people to improve their working English, understand the ‘British work culture’ whilst also addressing systemic barriers to employment/self-employment.  Though wanting to find work that fits their existing skills, the majority of those in employment are working in manual or unskilled work. Work with your regulatory or industry body to identify and address the blockers for refugees seeking to translate their qualifications. NARIC (National Academic Recognition Information Centre) This provides an official source of information on international education and training systems and wide-ranging international qualifications and skills attained from outside the UK. <https://www.naric.org.uk/naric/>  In particular, the project aims to demonstrate the critical importance of ‘pre-employment’ support in helping refugees move towards job readiness and mainstream employment programmes and achieve some of the most fundamental job outcomes, such as attending a job interview or securing work. |
| 2 Service Description and delivery including expected outcomes |
| The provider is required to deliver the following objectives:  **2.2 Objectives**  To help refugees in Blackburn and Darwen to fully participate in their local community and realise their economic potential.  Build a more prosperous society by supporting people to enter into and progress in work.  **Expected outcomes:**   * Minimum of 12 participants engaging on a 12-week programme which must include weekly face to face activities. Over the 12 week programme each participants must engage in a mix of group and 121 sessions. * As part of the programme all participants to increase awareness of British work culture, an example of this includes but is not limited to awareness of work etiquette, labour market awareness, an employer visit across a range of relevant sectors. * becoming and remaining employable by creating and maintaining a good impression with employers * Participants to move closer to the labour market, examples of this includes but not limited to finding and applying for suitable jobs, understanding the hidden job market and participants knowing how to compile a strong job application amongst others * As part of the programme support for all participants to overcome barriers to work, an example of this includes but not limited to better off in work calculations, language support if required for participants as they may lack confidence in communicating in English/lack fluency in English. * Provide assistance to all participants to verify their qualifications and transfer those gained in their home country by utilising NARIC website. * Provider to be an advocate on behalf of participants to arrange job interviews and explore possibilities for work and/or voluntary opportunities and address misconceptions employers may have about refugee recruitment * To help participants integrate into working life in the borough. * Taking part in practical health & wellbeing activities, e.g. accessing the right support, coping strategies, healthy lifestyles etc. * Individual Action Plans for each participant detailing steps towards a desired economic outcome such as employment. This should include activities that would help participants increase their confidence so that after the programme, participants will be encouraged to progress into work, employability courses, volunteering opportunities and social action projects within their communities * Translation services where required * Good news stories and case studies to be shared with DWP demonstrating success and the distance travelled of participants in their journey towards work. |
| 3. Evidence (which of the following Outcome Frameworks does this agreement deliver against? ) |
| In the year ending June 2018, the UK issued 14,308 grants of asylum, alternative forms of protection and resettlement. This comprised:  • 6,568 grants of asylum to main applicants and dependants  • 2,038 grants of alternative forms of protection to main applicants and their dependants  • 5,702 people provided with protection under various resettlement schemes.  This included 4,316 people who were provided protection under the Vulnerable Person Resettlement Scheme (VPRS), bringing the total number of people provided protection to 12,851 since the scheme began in 2014.  The majority of these initially go on to claim DWP benefits.  Immigration statistics:  [https://www.gov.uk/government/publications/immigration-statistics](https://www.gov.uk/government/publications/immigration-statistics-july-to-september-2017/list-of-tables#asylum)  **3.1 National Prevalence**  **DwP/JCP national strategies**  Blackburn with Darwen has been selected by the Ministry of Housing, Communities and Local Government (MHCLG) as one of five national Integration Areas to deliver an ambitious programme of work as part of its Integrated Communities Strategy.  The Integrated Communities Strategy sets out government’s ambition to build strong, integrated communities where people – whatever their background – live, work, learn and socialise together, based on shared rights, responsibilities and opportunities. More information about MHCLG’s Integrated Communities Strategy and the Integration Areas Programme can be found in the [Integrated Communities Strategy Green Paper](https://www.gov.uk/government/consultations/integrated-communities-strategy-green-paper).  The UK offered protection – in the form of grants of asylum, alternative forms of protection and resettlement – to 18,519 people in the year June 2018 - June 2019 (up 29% compared with the previous year). Of these, 25% (or 4,563) were children.  According to UNHCR statistics, in 2018 there were 126,0720 refugees, 45,244​ pending asylum cases and 125 stateless persons in the UK.  The vast majority of refugees – 4 out of 5 – stay in their region of displacement, and consequently are hosted by developing countries. Turkey now hosts the highest number of refugees with 3.7 million, followed by Pakistan with 1.4 million.  **3.2 Local Prevalence**  **DwP/JCP local strategies**  Our vision for the borough is for a strong, cohesive and prosperous community, where everyone is treated fairly, where people’s faith and cultures are understood and respected. To be a place where diversity is valued and embraced because of how it enriches our community, where people connect and form meaningful relationships and friendships that span every characteristic of society.  We want people in Blackburn with Darwen to get along well with one another, to see the positives of the diverse mix within our local community, to connect with each other and to value everyone’s contributions.  Our strategy for achieving Blackburn with Darwen’s vision is based on the delivery of **four priorities** which were identified through close working and consultation with a wide range of local stakeholders.  **1.** To increase economic prosperity for all the borough’s communities as an essential prerequisite for social integration  **2.** To strengthen relationships between the borough’s diverse communities  **3.** To build connections and strengthen relationships between young people who live in the borough’s diverse communities  4. To connect the borough’s disadvantaged communities to shared spaces – linking people and neighbourhoods to zones of employment, physical assets, community shared spaces and social action.  DWP has a specific focus on increasing economic opportunity through developing projects to widen horizons for individuals furthest from the job market.  Our strategy provides an opportunity to better identify and understand communities where people are furthest from the job market and subsequently work closely with these communities to support more people into the workplace.  Emphasis will be placed on the following areas to add value to our existing activities:  - Increased efforts to support ethnic minorities into workplaces with low representation  - Enabling individuals furthest from the workplace to re-connect with their local communities  - More visible presence across Blackburn with Darwen Borough to build trust and understanding  Closer working with all stakeholders to ensure our projects align with existing activities and contribute to a wider community led approach  Quality standards  The provider will work with the commissioner on a regular basis to agree a positive development action plan which will be reviewed via contract monitoring arrangements on a quarterly basis. Service users may be called up on to scrutinise progress against the development milestones.   |  |  |  |  |  | | --- | --- | --- | --- | --- | | **4. Monitoring** | | | | | | **No** | **Deliverables** | **Reporting requirements** (e.g. national, local, data system if applicable) | **Who do you report to**  (e.g. NHS, local boards, Committees) | **To be completed by** | | 1 | Minimum of 12 participants engaging on a 12-week programme which must include weekly face to face activities.  Over the 12 week programme each participants must engage in a mix of group and 121 sessions. | Local monthly reporting & quarterly monitoring. | BwD/JCP |  | | 2 | All Participants to have an initial diagnostic assessment within 2 weeks of starting the programme to determine individual needs, aspirations and goals | Local monthly reporting & quarterly monitoring. | BwD/JCP |  | | 3 | All participants to have an ongoing individual personalised action plan which is reviewed throughout the programme | Local monthly reporting & quarterly monitoring | BwD/JCP |  | | 4 | Group activities within the 12 week programme to include as a minimum:   * British work culture * Local labour market awareness and a workplace visit across a range of relevant sectors * Work preparation e.g. personalised CV, how to approach employers, interview skills etc. *(this list is not exhaustive)* * Health & wellbeing e.g. accessing the right support, coping strategies, healthy lifestyles etc. * Budgeting and financial awareness within the UK | Local monthly reporting & quarterly monitoring Local | BwD/JCP |  | | 5 | 80% of participants to secure a volunteering opportunity, work placement or paid employment within 13 weeks of completing the programme. | Local monthly reporting & quarterly monitoring Local | BwD / JCP |  | | 6 | Undertake individual surveys with participants followed by a mapping exercise at the beginning and end of the programme to measure progress and the distance travelled for each participant and demonstrate increased knowledge of employability, local labour market and local employers. Provide case studies to evidence the distance travelled. | Local monthly reporting & quarterly monitoring |  |  | |

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR THE PROVISION OF Work Support for Refugees**

# ITT SCHEDULE 4 - METHOD STATEMENTS

Each method statement will be scored to the quality scoring mechanism in accordance with section 4.7.

Responses to the method statements will be incorporated into the contract Specification.

Word limit – stated with each question. Any words exceeding the limit will not be scored from the next word onwards.

Tables, pictures diagrams and images **may** be included provided they are **not** in PDF format. **These will be taken into account in the word limit at the point in the response that they are referred to.**

Please ensure your response is succinct, including sufficient and relevant detail for marks to be awarded.

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| **Question 1 Please explain how you would support this cohort of 12 Refugees to:**   * **move closer to the labour market** * **address their individual barriers to work** * **understand British work culture**   Word Limit: 1000 words  Weighting: 20% |
| **Question 1 response:** |
| **Question 2 Please demonstrate the type of activities and support you will deliver to open up labour market opportunities for Refugees, for example:**   * **Job interviews** * **Work opportunities** * **Volunteer opportunities** * **Overcoming Employer Misconceptions**   Word Limit: 1000 words  Weighting: 20% |
| **Question 2 response:** |
| **Question 3 Demonstrate how you will personalise action planning for individuals on this project based on their individual employability needs.**   * **By skills set (including specific sectors)** * **Mentoring** * **Group activities** * **Employability sessions** * **Reviewing journey milestones towards work**   Word Limit: 1000 words  Weighting: 20% |
| **Question 3 response:** |
| **Question 4 Please describe your approach to working with employers and organisations to secure workplace visits across a range of relevant sectors, matched to specific job goals as detailed in individual action plans.**  Word limit: 1000 words  Weighting: 20% |
| **Question 4 response:** |
| **Question 5**  Word limit:  Weighting: |
| **Question 5 response:** |

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR THE PROVISION OF Work Support for Refugees**

# ITT SCHEDULE 5 - PRICING SCHEDULE

I/We the undersigned hereby offer to provide the goods and/or services described or referred to in the INVITATION TO TENDER documentation for the following costs, exclusive of value added tax: (all costs to be quoted in pounds sterling and exclusive of V.A.T).

Costs include all travelling/subsistence, expenses and disbursements.

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| **Total Price** | | **Up to the maximum for each price quoted in individual service specifications** | |
| Please provide a breakdown of how the total sum will be allocated to the delivery of the service components as detailed in the Specification. Providing a detailed project plan.  Please add columns and rows to fit your delivery model. | | | |
| Activity |  |  | Total Cost |
|  |  |  | £ |
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**Signatures**

I/We hereby offer to supply the above mentioned goods and/or services on the Council’s Standard Conditions of Contract and Special Conditions (if any) and confirm that we have read, understood and agree to be bound by the Council’s Standard Terms and Conditions and Special Conditions for all orders placed as a result of this process.

e-Signatures are acceptable on this document, any signatures must be made by a person who is authorised to commit the bidder to the Contract.

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| --- | --- |
| **Signed** |  |
| Name (Block Capitals) |  |
| Job Title |  |
| For and on behalf of |  |

|  |  |
| --- | --- |
| **Company Name** |  |
| Address Line 1 |  |
| Address Line 2 |  |
| Address Line 3 |  |
| Company Registration  Number |  |
| e-mail Address |  |
| Telephone Number |  |

**Blackburn with Darwen Borough Council in Partnership with Department for Works and Pensions**

**INVITATION TO TENDER FOR THE PROVISION OF Work Support for Refugees**

# ITT SCHEDULE 6 – TERMS AND CONDITIONS

**PART 1 - STANDARD TERMS AND CONDITIONS**

**See separate document**

**PART 2 – DRAFT CONTRACT PARTICULARS**

Final version will be completed upon award of Contract

Blackburn with Darwen Borough Council

DRAFT CONTRACT PARTICULARS

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contract Title** | | **Work Support for Refugees** | | |
| **Council** | | **Blackburn with Darwen Borough Council** | | |
| **Contractor** | | **[ ]** | | |
| **Commencement Date** | | **[ ]** | | |
| **Contract Period (including option to extend)** | | [Include notification period for option to extend here] | | |
| **To be called off by Order** | | **No** | |  |
| **Services/Goods/Works** | | **Services** | | |
| **Specification/Description** | | **Detailed in Schedule 3** | | |
| **Address for Notice** | | **[ ]** | | |
| **Price** | | **Detailed in Schedule 5** | | |
| **Delivery Instructions** | | **[Include points such as stacking at a particular location if that is required]** | | |
| **Limit on Liability** | | **[Include suitable cap for Services/Goods/Works being procured for example 150%** of the Price paid or payable to the Contractor in the year in which the liability arises]. | | |
| **Council Authorised Officers** | | | | |
| **Name** | **Position** | | **Contact Details** | |
| **[ ]** | **[ ]** | | **[ ]** | |
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| **Contractor Manager** | | | |
| **Name** | | **Contact Details** | |
| **[ ]** | | **[ ]** | |
| **Contractor Key Personnel** | | | |
| **Name** | **Position** | | **Contact Details** |
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| **Insurance** | |
| **Insurance type:** | **Minimum level and whether there is an aggregate cap on number of claims in any period of insurance.**  [e.g. public liability insurance with a limit of indemnity of not less than £10,000,000 (TEN MILLION POUNDS STERLING) in relation to any one claim or series of claims without limit on the number of claims in any one year or other period and such insurance shall expressly by its terms confer its benefits on the Council ;employer's liability insurance with a limit of indemnity of not less than £10, 000, 000 (TEN MILLION POUNDS STERLING);professional indemnity insurance with a limit of indemnity of not less than £5, 000, 000 (FIVE MILLION POUNDS STERLING) in relation to any one claim or series of claims without limit on the number of claims in any one year and shall ensure that all professional consultants or sub-contractors involved in the provision of the Services hold and maintain appropriate cover;product liability insurance with a limit of indemnity of not less than £5, 000, 000 (FIVE MILLION POUNDS STERLING) in relation to any one claim or series of claims.] |
| **Employer’s Liability Insurance** | **[£ ]** |
| **Public Liability Insurance** | **[£ ]** |
| **Professional Indemnity Insurance** | **[£ ]** |
| **[Insert details of others.]** |  |