# Application for Inclusion on an

# Open Select List

for

**Buildings Based Day Care Services**

**Document 3 of 6**

**November 2018**

**Expressions of Interest:** 06/11/18 to 14/12/18

**Submission Return Date: 14/12/18 at 5pm**

**This document is one of six parts as listed below, which together form the Invitation to Tender documentation. Please ensure that no part is missing or duplicated.**

|  |  |
| --- | --- |
| **Document No** | **Title** |
| Document 1 | Section 1: Information for ProvidersSection 2: Instructions to ApplicantsSection 3: Service Specification Section 4: Contract Management Schedule Section 5: Payment Schedule  |
| Document 2 | Section 6: Provider Responses – Open Select List Application  |
| Document 3 | Section 7: Payment DetailsSection 8: Declaration of Professional StandingSection 9: Form of TenderSection 10: Collusive Tendering CertificateSection 11: Freedom of Information Disclosure Form |
| Document 4 | Section 12: Provider Checklist |
| Document 5 | Section 13: Terms and Conditions of Contract |
| Document 6  | Appendix 1: Evaluation Matrix showing Quality CriteriaAppendix 2: Details for partners, consortium members or sub-contractorsAppendix 3: Meanings of OffencesAppendix 4: Minimum Information Security Standards And Acceptable Use |

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# SECTION 7 – PAYMENT DETAILS

The Council’s standard payment terms are 30 days from receipt of invoice although ability to pay via Visa Procurement Card (as identified in Section 5) is welcomed

Payment is by BACS

It is the policy of the Council to make payments to all suppliers direct into their bank account using the Bankers Automated Clearing Systems (BACS). Please complete your bank and relevant company details below. If your sales are factored to an Agency, please enclose a copy of the authorisation to make payment directly to them. The bank details will then be those of the factor and not yours.

*Note – You may adjust the size of the following text boxes to suit your response.*

|  |  |
| --- | --- |
| Bank Name |  |
| Bank Address and Post code |  |
| Account Name |  |
| Account Number  |  |
| Sort Code |  |

No invoices will be accepted from any Supplier without an official written order from us and the order number in full being quoted on all invoices.

**IMPORTANT**

All invoices for **Lincolnshire County Council** should be addressed to:

Lincolnshire County Council,

PO Box 146, Phoenix House,

Knowsley Industrial Park,

Liverpool, L33 7WP

**Failure to do so may lead to a delay in payment.**

# SECTION 8– DECLARATION OF PROFESSIONAL STANDING

# C

**DECLARATION AND STATEMENT RELATING TO GOOD STANDING – GROUNDS FOR MANDATORY AND DISCRETIONARY EXCLUSIONS (IN ELIGIBILITY) AND CRITERIA FOR REJECTION OF CANDIDATES - in accordance with Regulation 57 of the Public Contracts Regulations 2015**

I certify that I have reviewed the enclosed documentation on behalf of [organisation name] who is responding to this Open Select list application (the **Organisation**) and it wishes to be considered for selection to participate in the procurement process for the delivery of the Contract. In particular, that:

The information supplied within this Open Select list application response is accurate to the best of my knowledge. I accept that any error, omission, false statement or misrepresentation could result in the elimination of this Organisation from the selection process at any stage of the procurement process.

I certify that except as expressly declared and set out in our response to the Open Select list application, the Organisation which I represent (or its directors or any other person who has powers of representation, decision or control of such organisation)does not have any of the following convictions

a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977(a) or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order

1983(b) where that conspiracy relates to participation in a criminal organisation as

defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime(c);

(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act

1889(d) or section 1 of the Prevention of Corruption Act 1906(e);

(c) the common law offence of bribery;

(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g);

(e) where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities(h):—

(i) the common law offence of cheating the Revenue;

(ii) the common law offence of conspiracy to defraud;

(iii) fraud or theft within the meaning of the Theft Act 1968(i), the Theft Act (Northern

Ireland) 1969(j), the Theft Act 1978(k) or the Theft (Northern Ireland) Order

1978(l);

(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985(m),

article 451 of the Companies (Northern Ireland) Order 1986(n) or section 993 of the

Companies Act 2006(o);

(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise

Management Act 1979(p) or section 72 of the Value Added Tax Act 1994(q);

(vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993(r);

(vii) destroying, defacing or concealing of documents or procuring the execution of a

valuable security within the meaning of section 20 of the Theft Act 1968(s) or

section 19 of the Theft Act (Northern Ireland) 1969(t);

(viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(u); or

(ix) the possession of articles for use in frauds within the meaning of section 6 of the

Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for

use in frauds within the meaning of section 7 of that Act;

(f) any offence listed—

(i) in section 41 of the Counter Terrorism Act 2008(a); or

(ii) in Schedule 2 to that Act where the court has determined that there is a terrorist

connection;

(g) any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f);

(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002(c);

(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996(e);

(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f);

(k) an offence under section 59A of the Sexual Offences Act 2003(g);

(l) an offence under section 71 of the Coroners and Justice Act 2009(h);

(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994(i); or

(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—

(i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or

(ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

(2) The obligation to exclude an economic operator also applies where the person convicted is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control in the economic operator. Mandatory and discretionary exclusions for non-payment of taxes etc.

(3) An economic operator shall be excluded from participation in a procurement procedure where—

(a) the contracting authority is aware that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions; and

(b) the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom.

(4) Contracting authorities may exclude an economic operator from participation in a

procurement procedure where the contracting authority can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

(5) Paragraphs (3) and (4) cease to apply when the economic operator has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

*Exceptions to mandatory exclusion*

(6) A contracting authority may disregard any of the prohibitions imposed by paragraphs (1) to (3), on an exceptional basis, for overriding reasons relating to the public interest such as public health or protection of the environment.

(7) A contracting authority may also disregard the prohibition imposed by paragraph (3) where an exclusion would be clearly disproportionate, in particular—

(a) where only minor amounts of taxes or social security contributions are unpaid; or

(b) where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of fulfilling its obligations in a manner described in paragraph (5) before expiration of the deadline for requesting participation or, in open procedures, the deadline for submitting its tender.

Discretionary exclusions

(8) Contracting authorities may exclude from participation in a procurement procedure any economic operator in any of the following situations:—

(a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);

(b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

(c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;

(d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;

(e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;

(f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;

(g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

(h) where the economic operator—

(i) has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or

(ii) has withheld such information or is not able to submit supporting documents required under regulation 59; or

(i) where the economic operator has—

(i) undertaken to—

(aa) unduly influence the decision-making process of the contracting authority, or

(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or

(ii) negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

I certify that the Organisation has not:

* entered into any agreement with any other person with the aim of preventing an expression of interest being made; or
* committed any offence under the Prevention of Corruption Acts 1889 to 1916 nor under Section 117 of the Local Government Act 1972.

I acknowledge that the Council will rely upon the representations in response to this ITT in selecting those Organisations to participate in this procurement process and may seek its wasted costs from an Organisation if any representations are materially untrue or incorrect (or later become untrue or materially incorrect in the absence of immediate notification by the candidate to the Council).

**The Declaration should completed by a Director of each Relevant Organisation**

**Relevant Organisation's name** ……………………………………………………

**Name of Signatory**……………………………………………………………………

**Position** ……………………………………………………………………

**Date** …………………………………………………………………………

**Signed** ……………………………………………………………………

# SECTION 9 – FORM OF TENDER

Note: Refusal to give this declaration and undertaking means that your tender will not be considered.

To **Lincolnshire County Council**

Having examined carefully and understood the, Conditions of Tender, Terms and Conditions of Contract, the Specification and all other documentation issued by the Council in connection with the Building Based Day Care Services

We: ………………………………………………………………………………………

Of: ……………………………………………………………..…………………………

hereby offer to supply the Service subject to the terms and conditions set out in such Conditions of Tender, Terms & Conditions of Contract, Specification and other documents (if any) at the prices and rates contained in the Pricing Schedule. We will keep our bid valid and open for acceptance by the Council until the expiry of 90 days from the last date for the receipt of tenders.

I/We understand you are not bound to accept the lowest or any tender you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this tender.

I/We declare that to the best of my/our knowledge the responses submitted in this ITT are correct and a true representation. I/We understand that the information will be used in the process to assess my/our organisation’s ability to deliver the Authority’s requirement. I/We understand that the Contracting Authority may reject this ITT if there is a failure to answer all relevant questions fully or if I provide false/misleading information

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address of Supplier ………………………………………………………

 ………………………………………………………

 ………………………………………………………

Dated ………………………………………………………

*Note1 – Please note the above signature needs to be that of a Director or equivalent*

*Note2 – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.*

Note: Refusal to give this declaration and undertaking means that your tender will not be considered.

I/We declare that:

# SECTION 10 – COLLUSIVE TENDERING CERTIFICATE

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

2. I/We have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

a communicating to a person other than the person calling for those tenders the amount, or approximate amount of the proposed tender except where disclosure, in confidence, of the approximate amount of the tender was necessary to obtain premium quotations required for the preparation of the tender.

b entering into any agreement or arrangement with any other persons that they shall refrain from tendering or as to the amount of any tender to be submitted.

c offering or paying or giving or agreeing to pay or give any sum of money 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 for the said work any act or thing of the sort described above. We acknowledge that if we, or anyone who acts on our behalf behaves improperly or commits an offence under the Prevention of Corruption Acts 1889-1916, the Council may cancel the contract and recover all costs and losses.

In this certificate, the word ‘person’ includes any persons or any body or associated, corporate or unincorporated, and ‘any agreement or arrangement’ includes any such transaction, formal or informal, and whether legally binding or not.

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address of Supplier ………………………………………………………

 ………………………………………………………

 ………………………………………………………

Dated ………………………………………………………

*Note1 – Please note the above signature needs to be that of a Director or equivalent*

*Note2 – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature*

# SECTION 11 – FREEDOM OF INFORMATION DISCLOSURE FORM

**Lincolnshire County Council**

**Freedom of Information Act 2000: Information Disclosure**

The Council is committed to the principle of open government and may disclose, upon request, information that it considers to be in the public interest to disclose.

Please state below any information that you specifically do not wish the Council to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the contract etc.

Please note that the council may still need to disclose such information if necessary to comply with its obligations under the Act.

I agree that information relating to this offer/contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

Signature ………………………………………………………

Position held ………………………………………………………

Name and Address of Supplier ………………………………………………………

 ………………………………………………………

 ………………………………………………………

Dated ………………………………………………………

*Note – You may adjust the size of the text boxes to suit your response.*

|  |  |  |
| --- | --- | --- |
| Information not for Disclosure | Reason for Non-Disclosure | Timescale |
|  |  |  |
|  |  |  |
|  |  |  |

*Note1 – Please note the above signature needs to be that of a Director or equivalent*

*Note2 – Electronic signatures or typed names are acceptable. In the event that your organisation is successful you will be required to resign this form with an original signature.*