

**Section 9. tender response document**

**Procurement of The Insurance London Consortium’s Insurance Legal Panel Services**

**Contract number: 630/2017 CED**

**Enter your organisations Name: ……………….**

**Issue Date: 11 January 2018**

**Tender Response Deadline: 12:00 noon on 26 March 2018**

**STRUCTURE OF THE INVITATION TO TENDER**

The Invitation to Tender comprises the following sections:

|  |  |
| --- | --- |
| **Section** | **Document** |
| 3 | Instructions to Tenderers & Invitation to Tender |
| 4 | The Service Specification |
| 5 | Service Specification Appendix A Case Plan |
| 6 | Service Specification Appendix B File Sampling Procedure and Forms |
| 7 | Service Specification Appendix C Procedure for Authorisation and Payment of Disbursements |
| 8 | Service Specification Appendix D Guidance on the Use of Counsel |
| **9** | **The Tender Response Document including the Pricing Schedule, Case Study 1, Case Study 2** |
| 10 | The Draft Contract |

**TENDER RESPONSE DOCUMENT**

**Tenderer Qualification Questions:**

The Invitation to Tender and Instructions for Tendering provide instructions on the quality questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you (as lead the lead tenderer) should complete all the questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in this Tender Response Document is not provided upon request and without delay, the Council reserves the right to amend the contract award decision and award to the next compliant Tenderer.

**Consequences of misrepresentation**

If you seriously misrepresent any factual information in completing the Tender Response Document, and so induce the Council to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

**Notes for completion**

The “Council” means the contracting authority, London Borough of Croydon, or anyone acting on its behalf, that is seeking to invite suitable candidates to participate in this procurement process. Wherever the term ‘ILC is used within this document, this will refer to the collective members of the Insurance London Consortium (ILC) as shown below

“You” / “Your” refers to the Tenderer completing this Tender Response Document i.e. the legal entity responsible for the information provided. The term “Tenderer” is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to in this document as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state ‘N/A’. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.

The Council recognises that arrangements set out in response to Section 1.2 of the Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Council immediately of any change in the proposed arrangements on which they relied on to meet the selection criteria and were successfully shortlisted. A completed Part 1 and Part 2 of the Selection Questionnaire shall be submitted for any new organisation relied on to meet the selection criteria. The Council will make a revised assessment of the submission based on the updated information.

The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the Council is under a legal or regulatory obligation to make such a disclosure.

* 1. **Award Criteria – Quality**

|  |  |
| --- | --- |
| **Section 9** | **Quality Questions** |
| **9.1** | **Service Delivery Approach - Case Study 1**  **Weighting: 15%** |
|  | Please read attached ‘Case Study 1’ Provide a report enclosing your strategy and advice to the interested local authority on how you propose handling this matter.  As outlined in Section 21.3 of ‘Instructions to Tenderers’ the report would be evaluated against – layout and design of report, demonstration of the knowledge of the legal process, approach to claim management and cost management  Your response should cover as a minimum:   * Liability * Quantum * Next steps * Recommendations   Word Limit: 2,500 excluding appendices |
|  | |

|  |  |
| --- | --- |
| **Section 9** | **Quality Questions** |
| **9.2** | **Service Delivery Approach - Case Study 2**  **Weighting: 15%** |
|  | Please review ‘Case Study 2’. There are no further documents to be provided and a decision on the case is to be made at the end of the papers submitted.  Please do not place any importance on the dates, we do not require comments on limitation.  Provide a report enclosing your strategy and advice to the interested local authority on how you propose handling this matter.  As outlined in Section 21.3 of ‘Instructions to Tenderers’ the report would be evaluated against – layout and design of report, demonstration of the knowledge of the legal process, approach to claim management and cost management  Your response should cover as minimum:   * Foreseeability * Causation * Reasonable Care * Quantum * Next steps * Recommendations   Word Limit: 2,500 excluding appendices |
|  | |

|  |  |
| --- | --- |
| **Section 9** | **Quality Questions** |
| **9.3** | **Cost Management**  **Weighting: 10%** |
|  | Please outline the approach you would deploy to sustainably lower the whole life cost of claims including speed of handling, cost negotiation (draftsman) and successful defence / repudiation rates.  Word Limit: 500 excluding appendices |
|  | |

|  |  |
| --- | --- |
| **Section 9** | **Quality Questions** |
| **9.4** | **Contract and Performance Management**  **Weighting: 10%** |
|  | The ILC requires each member of the legal panel to manage its contract and performance in such a way as to ensure that the best quality services are delivered throughout the term of the contract, with performance underpinned by a rigorous and effective performance management system.  Please describe how you propose to manage your performance to ensure that the best quality services are delivered throughout the contract term, including any processes, (automated or otherwise), case management systems and outline the Key Performance Indicators with the targets to monitor, measure and demonstrate performance levels.  Word Limit: 2,000 excluding appendices |
|  | |

|  |  |
| --- | --- |
| **Section 9** | **Quality Questions** |
| **9.5** | **Transition and Mobilisation**  **Weighting: 10%** |
|  | All claims currently being handled by law firms will be left with them for completion, on the rates in place at the time of instruction.  The ILC requires each panel member to mobilise / implement the requirements of this contract effectively and efficiently across the Consortium by the contract start date (1st July 2018).  Please describe in detail how you will resource and implement this contract for the Council in the first instance and how you will engage with and implement the contract across the ILC. Please include a project plan with roles, responsibilities and indicative timescales    Word Limit: 2,000 excluding appendices (Project Plan) |
|  | |

|  |  |
| --- | --- |
| **Section 9** | **Quality Questions** |
| **9.6** | **Social Value**  **Weighting: 10%** |
|  | ILC members are committed to maximising the social value or social value benefits available from their commissioning and procurement activities. Specifically the members have identified the following areas whereby social value can be delivered through:   * Supporting local employment and maximising the employment generated for the individual ILC member’s residents * The creation of accessible routes to employment and of enhancing employability * Supporting local businesses and local business growth * Supporting and contributing to each member Borough as a community * The use of good governance and strong compliance * Working with the individual ILC member and their strategic partners.   Taking into consideration the above, please describe the social benefits you will be able to offer individual ILC members  Word Limit: 2,000 excluding appendices |
|  | |

* 1. **Award Criteria – Value for Money**

|  |  |
| --- | --- |
| **Section 10** | **Value for Money Questions** |
| **10.1** | **Continuous Improvement**  **Weighting: 10%** |
| The ILC members currently benefit (at no extra cost) from the following value added services as part of their current legal packages. Please confirm which of the following services you are able to offer:  Onsite training   Legal updates (publications/seminars)   General ad hoc advice   Mentoring schemes   Staff secondment   Case surgeries   Additional services you would offer:  Word Limit: 2,000 excluding appendices | |
|  | |

* 1. **Award Criteria – Price**

Tenderers are required to complete the pricing matrix in full. All prices must be stated exclusive of Value Added Tax and should be expressed in pounds sterling.

**Pricing Matrix 20% weighting**

Please note:

1. Hourly Rates shall be inclusive of travel & other expenses.
2. Hourly Rates will be the maximum hourly rate chargeable under the Contract.
3. Rate 1 refers to fee earners based within the Greater London region
4. Rate 2 refers to fee earners based within inner London area.

|  |  |  |
| --- | --- | --- |
| **Banding** | **Hourly Rate 1 (£)** | **Hourly Rate 2 (£)** |
| Band 1:  9 or more years PQE including litigation experience (Partner or equivalent title) |  |  |
| Band 2:  4 to 8 years PQE including litigation experience (Solicitor or equivalent title) |  |  |
| Band 3:  0-3 years PQE (normally Solicitor or equivalent title) |  |  |
| Band 4:  Paralegal or Trainee Solicitor |  |  |

1. forms and certificates

To: The London Borough of Croydon

Town Hall

Katharine Street

Croydon

CR9 1XY

**FORM OF TENDER**

**The Contract for: Insurance London Consortium’s Insurance Legal Panel Services**

To: The Mayor and Burgesses of the London Borough of Croydon

We acknowledge that the expressions used in this Form of Tender shall have the meanings ascribed to them as set out in the Framework Contract, unless the context requires otherwise.

Having examined and carefully understood:

* the Invitation to Tender and Instructions to Tenders;
* the Response Document including this Form of Tender;
* the Specification;
* the Contract; and
* all other documents relevant to this Contract (the "Tender Documents")

issued by the Council, we offer to provide the Services in conformity with the Contract, Specification, and all other such documents throughout the term of the Contract and at the price set out in the Tender Response Document.

We undertake to provide the Services throughout the term of the Contract and to facilitate the handover of the Services at the end of the term of the Contract.

We certify that the information supplied in our Tender Response Document is true and accurate to the best of my/our knowledge. I/we understand that the provision of any false or inaccurate information could result in my/our exclusion from the competition and (in consideration for being permitted to participate in the competition) I/we hereby agree to indemnify and hold harmless the Council in respect of any costs, expenses, damages and/or losses that it may incur as a result of it placing reliance on the truth and/or accuracy of the information contained in the Tender Response Document.

If our Tender is accepted we shall also be insured by a policy or policies covering all liability referred to in this Contract Document

We understand that the successful Tenderer will be required to execute a formal agreement.

We have read the form of Contract included in the Invitation to Tender and Instructions to Tenders and acknowledge and agree that it is a condition of the competition that I/we accept and agree to be bound by the terms and conditions of the Contract. I/we agree to accept and be bound by said Contract in the event that the Council decides to award it to us. In this event, the Contract shall take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by us in connection with this competition. We understand that the Council reserves the right to discontinue the competition and/or the award procedure in the event of irregular Tender Response Documents or in the absence of appropriate Tender Response Documents or in any other circumstances and in such circumstances it may then use the negotiated procedure without a further call for competition.

**Tender Price**

In respect of the Services set out in the Specification we tender the prices as set out in the Tender Response Document.

We confirm that our bid includes any liability under the TUPE Regulations (to the extent that they apply).

We understand that the Council does not bind itself to accept the lowest-priced, or any, Tender received.

We warrant that the under-signed person has all the requisite corporate authority to make this Tender Response Document to the Council.

Yours faithfully,

Signature

…………………………………………………….

Printed Name

…………………………………………………….

Name of Company

…………………………………………………….

Registered Office Address

…………………………………………………….

…………………………………………………….

To: The Mayor and Burgesses of the London Borough of Croydon

The London Borough of Croydon

Town Hall

Katharine Street

Croydon

CR9 1XY

**NON-COLLUSION DECLARATION**

**The Contract for: Insurance London Consortium’s Insurance Legal Panel Services**

We hereby certify that these is a bona fide tender submission, intended to be competitive, and that we have not fixed or adjusted the amount of the tender submission or the rates or prices quoted by or under or in accordance with any agreement or arrangement with any other tenderer. We have not:

1. Entered into any agreement with any other person with the aim of preventing tenders being made or as to the fixing or adjusting of the amount of any tender or the conditions on which any tender are made; or

2. Informed any other person, other than the person calling for these tender, of the amount or the approximate amount of the tender, except where the disclosure, in confidence, of the amount of the tender was necessary to obtain quotations necessary for the preparation of the tender for insurance, for contract guarantee bonds or for professional advice required for the preparation of the tender; or

3. Caused or induced any person to enter into such an agreement as is mentioned in paragraph 1 and 2 above or to inform us of the amount or the approximate amount of any rival tender for the Contract; or

4. Committed any offence under the Bribery Act 2010 nor under Section 117 of the Local Government Act 1972; or

5. Offered or agreed to 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 for the Services any act or omission; or

6. Canvassed any other persons referred to in paragraph 1 above in connection with the Contract; or

7. Contacted any officer of the Council about any aspect of the Contract other than permitted as part of the procurement exercise for the purposes of, including (but without limitation), discussing the possible transfer to the employment of the tenderer of such officer or for soliciting information in connection with the Contract.

We also undertake that we shall not procure the doing of any of the acts mentioned in paragraphs 1 to 7 above before the hour and date specified for the return of the tender nor (in the event of our tender being accepted) shall we do so while the resulting Contract continues in force between us (or our successors in title) and the Council.

In this certificate the word "person" includes any person, body or association, corporate or incorporate and "agreement" includes any arrangement whether formal or informal and whether legally binding or not.

Signature

…………………………………………………….

Printed Name

…………………………………………………….

Name of Company

…………………………………………………….

Registered Office Address

…………………………………………………….

…………………………………………………….

To: The Mayor and Burgesses of the London Borough of Croydon

The London Borough of Croydon

Town Hall

Katharine Street

Croydon

CR9 1XY

**Confidentiality Undertaking**

**The Contract for: Insurance London Consortium’s Insurance Legal Panel Services**

From: [***INSERT NAME OF TENDERER***] of (Registered Number [***INSERT REGISTERED NUMBER***]) ***[INSERT REGISTERED ADDRESS]*** (“Tenderer”)

WHEREAS:

A. The Council is conducting a major tendering process for the procurement of the Project.

B. The Council intends to circulate certain documents and information relating to the Project (“the Tender Documents”) to the tenderer.

C. The Tender Documents contain certain confidential information to which the tenderer may have access, (“the Confidential Information”), which is more particularly described in the Schedule hereto and includes all other documents made available now and in the future to the tenderer and identified as confidential.

D. The Councils gives to the tenderer the Confidential Information in order for the tenderer to submit a tender subject to this undertaking.

1. We, the tenderer, undertake to the Councils in consideration of the sum of one pound sterling (£1) (the receipt of which is hereby acknowledged) that:

* + - 1. We will hold the Confidential Information in the strictest confidence;
      2. We will use the Confidential Information only for the purpose of preparing a tender for the project;
      3. We will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to prepare the tender;
      4. In relation to those third parties or employees who are given access to this Confidential Information, We will ensure that they keep the Confidential Information confidential and are bound by personal undertaking to the Council in the same terms;
      5. We will not copy or reproduce the Confidential Information in any way; and
      6. We will not directly or indirectly use the Confidential Information for any reason or divulge it without the Council’s prior written consent to any person, firm, company or other organisation save where we can show that the Confidential Information, (or the relevant part thereof), has already come into the public domain or we are required to disclose the Confidential Information, (or relevant part thereof), by law.

2. We agree that any breach of this undertaking by us or any third party or employee to whom We release Confidential Information may result in legal proceedings being commenced against me, including a claim for the recovery of any losses or damages incurred by the Councils as a result of that breach. We shall in this respect be liable for and shall fully indemnify and keep indemnified the Councils against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this undertaking, however arising, by us or any third party or employee to whom We release Confidential Information.

3. We agree that this undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Signature

…………………………………………………….

Printed Name

…………………………………………………….

Name of Company

…………………………………………………….

Registered Office Address

…………………………………………………….

…………………………………………………….

**SCHEDULE TO THE CONFIDENTIALITY UNDERTAKING**

Confidential Information shall include but not be limited to:

1. The documents for the Contract including without limitation the Instructions for Tender and appendices, the Contract and its Schedules, the Specification, any amendments or revisions to the tender documents, the Workforce Information, and all other documentation issued by the Council relating to the bid process ("the Tender Documents").

2. Details of any discussions with the Councils, its officers or advisers in connection with the Tender Documents and any information that may be obtained by us through observation at meetings, conferences, presentations and demonstrations or as the Council, its officers or advisers may provide to us whether orally or in writing, electronically, physical or visual form regarding the bid process or the clarifications or proposals for the Contract.