

**Dated: 12th March 2024**

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**Instructions and invitation to tender**

| **TENDER FOR**: **Mental Health Supported Housing & Floating Support** |
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| **London Tender Portal Project Reference: DN714849** |
| **TENDER RETURN DATE AND TIME** (**DEADLINE**): **12 April 2024, 12 Noon** |

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**Definitions**

| **Authority**  | The Royal Borough of Kingston upon Thames, the contracting authority in this procurement; |
| --- | --- |
| **Bidder**  | a single operating organisation/person that has been short-listed through the SQ evaluation process and invited to participate in the Procurement Exercise; or invited to participate after expressing interest to a public advert; or invited to participate by way of its inclusion in a Framework Agreement, relevant to any applicable lot/s that a bidder has been awarded to. |
| **Bidder member**  | a shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity; |
| **Contract** | the draft contract attached as Terms and Conditions that together with this ITT, submission, Clarifications and/or additional information will form part of the final contract; |
| **Evaluation criteria**  | those criteria against which Tenderers’ Tenders at each Stage shall be evaluated, as set out in section 23 to 29; |
| **FOIA**  | the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, and the Environmental Information Regulations 2004 together with any guidance and / or codes of practice issued by the Information Commissioner, |
| **ITT**  | this Invitation to Tender sent to Tenderers; |
| **ITT period**  | the period between the issuing of the ITT and the final date for submission of Initial Tenders; |
| **Outline specification** | the outline specification and requirements in relation to the Services as detailed in Schedule 1 |
| **Portal** | [www.londontenders.org](http://www.londontenders.org)  |
| **Procurement documents**  | the ITT and associated documents referenced in this ITT at Section 5 |
| **Procurement exercise** | the procurement exercise being run by the Authority in order to procure the Services; |
| **Regulations** | the Public Contracts Regulations 2015 (as amended from time to time); |
| **Selection questionnaire** | the process by which Tenderers may have selected following the submission of responses to the SQ; Note that the process followed in this tender may not have undertaken a SQ. |
| **Tender**  | a response by a Bidder submitted pursuant to the ITT or any further responses requested by the Authority; The ITT submission will consist of the response to any online questionnaire if required, and the upload of the requested document. Both must be ‘submitted’ through the system on time. |
| **Working day** | Any day other than Saturday or Sunday which banks are open for business in the City of London. |

# **1. Overview of the requirements**

1.1 The Authority is seeking to appoint a provider for the provision of Mental Health Supported Housing and Floating Support services for adults to provide person-centred tailored support for people with low level mental health conditions in the Royal Borough of Kingston.

1.2 Good quality housing and a settled home life are important in maintaining good

mental health whilst poor housing or the lack of a permanent home can contribute to

the development of mental health problems or can make existing mental health

problems more difficult to manage.

1.3 Addressing housing need and support is a priority to improve the mental health and

wellbeing of individuals and communities and potentially reduce demand for health

and social care services.

1.4 Tenderers must be capable of providing all elements within the specification.

# **2. Outcomes and Key Deliverables**

2.1 The Service Provider is required to provide housing related visiting support to up to 120 service users with mental health conditions at any one time. This support will be offered to service users in Authority accommodation, other social housing, temporary accommodation, in their own or family homes, or in one of the supported accommodation properties outlined below.

2.2 The Service Provider will also be responsible for delivering housing related support to Service Users to manage their own home. This comprises 10 properties located within the borough of Kingston (48 individual units of accommodation).

* Support for Service Users to set up their home, undertake risk assessments in relation to the person moving in, maintaining tenancy/licence agreement and support with fulfilling their tenancy conditions, including handing back the property with vacant possession
* Claiming welfare benefits and advice on budgeting, paying bills, preventing or resolving debts
* Guidance on how to use equipment within the home and access to (and support with) acquiring assistive technology to maintain and promote independence
* Support with safety and security of the home as well as maintaining positive relationships with Service Users they share with or neighbours
* Advice and proactive support e.g. ensuring housing registration, confirmation of ASC nomination and bidding for independent properties to ‘move on’ to more appropriate accommodation where necessary (the projected length of stay is from 3 months to two years maximum).

2.3 The award of contract will be subject to the preferred bidder entering into a housing management agreement with PA housing who own the properties.

2.4 It is intended that the Provider delivers the service in a spirit of partnership with the Council. To this end the Provider will work closely with the Authority's representatives and services including commissioners, contract managers, and care management.

2.5 The Provider must also ensure that Service delivery takes into consideration the demographic profile of the Borough and must be able to take into consideration the cultural needs of people using the service.

2.6 The contract term will be for a period of (3) Three years with an option to extend for a further two periods of up (12) twelve months.

2.7 The anticipated contract commencement date will be 1st October 2024.

**3.** **Overview of the Procurement process**

3.1 The procurement will follow an Open Procedure for this procurement of services categorised as ‘social and other specific services’ under Schedule 3 of the Public Contracts Regulations 2015. This procurement exercise will therefore be subject to the Light Touch Regime (‘LTR’) under Regulations 74 to 77 as set out in the Public Contracts Regulations 2015.

3.2 The indicative tender timetable, which is subject to change at the sole discretion of the Authority is set out at 4.1 - Table 1.

3.3 The evaluation process will be a three-stage procedure. The first stage will be ‘Compliance’, the second stage will be ‘Quality’, and the third stage will be ‘Price’. Tenderers who fail Stage 1 (Compliance) will not have their Tender moderated under Stage 2 (Quality); and Tenderers who fail Stage 2 will not have their Tender evaluated under Stage 3 (Price).

# **4. Indicative Tender Timescale**

4.1 This section provides an overview and indicative timeline for the Procurement Exercise from the point of issue of this ITT.

Please note that Table 1 sets out indicative dates only. The Authority reserves the right to vary the timetable for this procurement as and when required by notice to Tenderers through the Portal.

## **Table 1 - Timetable**

| **Event**  | **Date**  | **Comments**  |
| --- | --- | --- |
| Tender documents issued  | 12th March 2024 |  |
| Deadline for receipt of Bidders Clarification questions  | 20 March 2024 |  |
| Date of Authority’s response to Bidders questions | 27 March 2024 |  |
| **ITT Return deadline (Date and Time)** | **12 April 2024** |  |
| ITT evaluations | April 2024 | Indicative |
| Internal Governance | June 2024 |  |
| Preferred Bidder notification and award  | July 2024 | Indicative  |
| Mobilisation | August/September | Indicative  |
| Contract Start Date | October 2024 | Indicative |

# **5. Documents included in the ITT**

5.1 Apart from the formal agreement between the Authority and the successful Service Provider arising from the Authority’s written acceptance of the tender, the incorporated documents for the purpose of the Contract will comprise:

5.2 These instructions

| * Schedule 1 -Specification Mental Health Supported Housing & Floating Support
* Schedule 2 -Pricing Schedule
* Schedule 3 - Consortium or Prime Contractor with Significant Subcontractor(s) form
* Schedule 4- Certificate as to Collusion and Canvassing.
* Schedule 5 -Form Of Tender
* Schedule 6 -Form Of Declaration
* Schedule 7-Conflict of Interest Declaration
* Schedule 8 - Confidentiality Agreement
* Schedule 9 -Freedom of information Schedule
* Schedule 10-Supply chain Ethical Code of Conduct
* Schedule 11 - RBK Social Value Guidance for Bidders
* Schedule 12\_Kingston Social Value Framework
* Schedule 13\_Social Value Commitment Plan
* Schedule 14 Terms and Conditions of Contract.
* PA Housing Management Contract
 |
| --- |

5.3 The Authority reserves the right to amend the enclosed tender documents at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by the Authority’s Corporate Procurement Services. Where amendments are significant, the Authority may at its discretion extend the deadline for receipt of tenders.

**6. Documents to be returned**

6.1 The documentation has been made available to you within the summary of the Contract, this is to allow all Tenderers to make an assessment of the requirements and decide upon review that they will or will not submit a bid. However the Authority would like you to upload the responses within the questionnaire included in the tender.

Each document to be returned has been clearly attached in the appropriate ITT section and question(s) to facilitate submission of your response.

The Schedules and Documents to be returned, where necessary, are as follows:

| * **Method Statements** - Respond to the Method Statements demonstrating how you intend to deliver services if awarded a contract. Responses to the Method Statements will enable the evaluation panel to assess tenderers against the requirements of the service specification. Bidders should respond to each Method statement by attaching a word document with their response via the e-tender system. **Mandatory**
* **Schedule 2- Pricing Schedule** - complete RB Kingston Pricing Schedule. **Mandatory**
* **Schedule 3-Consortium or Prime Contractor with Significant Subcontractor(s) form** – to be completed and returned. **Mandatory** **(where applicable)**
* **Schedule 4\_ Certificate as to Collusion and Canvassing** – completed and signed by the bidders authorised officer. **Mandatory**
* **Schedule 5\_Form Of Tender** – completed and signed by the bidders authorised officer. **Mandatory**
* **Schedule 6\_Form Of Declaration** – completed and signed by the bidders authorised officer. **Mandatory**
* **Schedule 7\_Conflict of Interest Declaration** – completed and signed by the bidders authorised officer. **Mandatory**
* **Schedule 8-Confidentiality Agreement** – completed and signed by the bidders authorised officer. **Mandatory**
* **Schedule 9-Freedom of information Schedule** – completed and signed by the bidders authorised officer. **Mandatory**
* **Schedule 13\_Social Value Commitment Plan -** Completed and returned in addition to the response to Method Statement 2.11
* **Confidentiality Agreement** - TUPE is likely to apply to this tender however Tenderers are advised to take independent legal advice and make their own decision as to whether or not TUPE applies. This appendix will need to be returned completed and signed before TUPE information can be released to the bidder. **MANDATORY** (where applicable)

6.2 Insurance, Equality and Diversity Policies and Business Continuity Plan will be required from the winning bidder unless this is required as part of the tender submission in which case it will have to be attached where requested. |
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# **7. Delivery of Documents**

7.1 Documents as stated in Section 6 above should be uploaded and submitted (via the e-tender system)
London tenders – supplier area <https://www.londontenders.org/london/qtsupplier.nsf>

**YOUR TENDER MUST BE UPLOADED AND SUBMITTED NO LATER THAN:**

| Date  | 12th April 2024 |
| --- | --- |
| Time | 12:00pm |

Any tender submitted after this date and time WILL NOT BE CONSIDERED.

Tenderers are advised to retain for themselves details of their submission. Tenderers are responsible for allowing sufficient time to upload their Tender Submission. The Authority accepts no liability whatsoever for bids that are not processed due to internet connectivity issues, transmission delays or errors. The Authority reserves the right to make a charge to subsequently provide a copy of the submitted Tender.

Unless otherwise stated by the bidder, tenders received shall remain valid for 9 months from the closing date for receipt of tenders. A tender valid for a shorter period may be rejected by the Authority as failing to meet the ITT conditions.

# **8. Non submitted Tenders**

8.1 Where the Invitation to Tender follows an SQ stage, the response to the ITT is only required from the shortlisted organisations and the documentation must not be passed or transferred to any other firm or third party. Should the specified tenderers be unable to submit a Bid they should notify the Authority via the portal.

# **9. Fixed price**

9.1 Tenderers should quote on a “Tendered Price" Basis for the duration of the contract. If the tender is accepted the Service Provider will not be entitled to claim and the Authority will not allow any increase in the price of the materials and/or cost of or incidental to, the employment of labour, and the prices included in the Bid shall be the maximum payable by the Authority.

# **10. Acceptance of tender**

10.1 Tenderers are advised that in the event of their tender being successful, the actual Contract between the Authority and the Contractor will only come into existence following notification to the successful Bidder, in writing, via the Authority’s Procurement Department and completion of the contract documentation, subject to completion of standstill period, where applicable.

No other purported method of acceptance (e.g. telephone call, works order, possession of the site, etc.) or any action by the Contractor (e.g. entry upon site) shall be binding upon the Authority or have any contractual effect.

# **11. Value added tax**

11.1 The tender must be based on rates/prices which exclude Value Added Tax. This tax, if applicable, will be paid by the Authority as an addition at the appropriate rate on the invoices when submitted.

# **12. Accuracy of prices**

12.1 Tenderers are strongly advised that before submitting this Tender all arithmetical calculations be checked for accuracy, whilst also ensuring that forms have been fully completed and signed (by an authorised Officer) and all necessary information supplied. The Bidder will not be allowed to adjust their offer set out on the Form of Tender (or Schedule of Rates/Prices if applicable) if that means an increase in the rates/price offered in this Tender Submission.

# **13. Abnormally low tender**

13.1 Tenderers should be aware that the Authority has a duty to investigate submitted Tenders where the price appears to be abnormally low price or cost. If the Bidder cannot provide substantial reasons for the low price or cost then the Authority may reject the Tender submission.

# **14. No tender need be accepted**

14.1 The Authority reserves the right to discontinue this procurement at any time or not to select a supplier and does not bind itself to accept the lowest or any Tender.

Tenders are to be prepared and submitted at the cost of the bidder. The Authority will not be liable for any costs incurred by the bidder in the preparation and submission of the Tender including circumstances where the scope of the project is reduced, sites and /or buildings are withdrawn, or the project does not proceed.

# **15. London Living Wage**

15.1 Living Wage is a requirement of this tender. It is considered that the Real Living Wage will promote social wellbeing of employees, including improved productivity and retention together with lower staff training costs. The Authority supports the Living Wage accreditation scheme, which improves the social value of procurement overall in accordance with objectives of the Public Services Social Value Act 2012. **A commitment to pay LLW (London Living Wage) will be a requirement of the contract.**

15.2 The tender documents will reflect the Authorities position for the provider to pay any person employed or engaged in the performance of the services or works at a rate at least equivalent to any implemented London Living Wage (LLW) and Living Wage (LW) for staff working on the contract, who are based outside of London, in accordance with the guidelines of the Living Wage Foundation (<http://www.livingwage.org.uk/> ).

15.3 **Tenders must take this into account in completing the Pricing Schedule**. The successful Tenderer is obliged to provide management information to assist the Authority with monitoring the impact of the LLW.

15.4 Method Statement Guidance on Living Wage

The Authority wishes to determine whether the wage rates to be paid to those employees of the winning bidder who will be engaged in the provision of the services or works, and which have been allowed for within the winning bid, will meet or exceed the current published Living Wage rates. When submitting bids, Tenderers must take this into consideration and include within their bid submissions the following information:

a) Details of actual wage rates and an indication of whether these meet or exceed current rates for Living Wage.

Tenderers must note that it is the intention of the Authority not to contract any supplier who does not comply with the Living Wage. The evaluation of tenders, so far as it is affected by wage rates, will be confined to the actual wage rates provided for in the tender.

b) If the bid information discloses that the bid DOES NOT allow for the Tenderer’s employees to be paid wage rates which meet or exceed the current published Living Wage rates, the bid will be disqualified.

15.5 Pricing Schedule Guidance on Living Wage
When completing the Tender Response document please apply the following assumptions:

a) The Authority is committed to paying the Living Wage (or London Living Wage where applicable) as a minimum for services including those provided by third party suppliers and subcontractors. You should be prepared to demonstrate that you will pay the Living Wage to any employees and to subcontractors engaged in providing services to the Authority..

|  |
| --- |

# **16. Premier Supplier Programme**

16.1 The Authority has undertaken a transformation of its payment practices and is seeking to further improve supplier relationships. As a result we are now able to offer the Premier Supplier Programme.

Benefits to your organisation are :-

| * Improved cash flow through early payment of invoices – our target is to pay 10 days after receipt
* Increased process efficiency via e-invoicing
* Prioritised processing and query resolution
* Nominated commercial managers
* Enhanced client satisfaction focusing on service delivery rather than transactional performance
 |
| --- |

The Authority encourages our suppliers to support this programme which will allow the Authority to protect front line services whilst leveraging its sovereign credit rating and low cost of cash to provide liquidity to our supply chain.

**The Authority has applied at 2% weighting against the Premier Supplier Programme within the price evaluation of this tender.**

More details on the programme are available on request as well as a sample Supplier Participation Agreement.

16.2 How it works
Our standard contract terms will remain on 30 days. Where suppliers wish to participate and therefore be paid early, a small rebate is deducted. Our target is to pay suppliers on day 10 i.e 20 days ahead of contractual terms.

However, in reality the actual payment day may vary between day 1 and day 30 in which case the rebate is calculated dynamically and is proportionate to the actual number of days by which payment is accelerated (the number of elapsed days between the receipt of your invoice and the date it is paid). The rebate is only applied if payment is made ahead of terms. Please note the payment date is the date the payment leaves the Authority's’s bank account and not the date on which it arrives in the supplier’s bank account. Please see the Daily Rebate schedule below for further details.

The successful supplier will be required to sign the Supplier Participation Agreement on being awarded the contract at the rate offered in their tender.

The Authority reserves the right to refine or remove individual features and benefits of the programme according to specific circumstances at any time.

16.3 Daily rebate schedule

| No. of days elapsed between calculation Trigger Date (invoice receipt date) & invoice payment date | % of the amount owed that may be deducted by Authority as rebate |
| --- | --- |
| Rebate offered: |
| 0.50% | 1.00% | 1.25% | 1.50% | 2.00% |
| 0 | 0.75% | 1.50% | 1.88% | 2.25% | 3.00% |
| 1 | 0.73% | 1.45% | 1.81% | 2.18% | 2.90% |
| 2 | 0.70% | 1.40% | 1.75% | 2.10% | 2.80% |
| 3 | 0.68% | 1.35% | 1.69% | 2.03% | 2.70% |
| 4 | 0.65% | 1.30% | 1.63% | 1.95% | 2.60% |
| 5 | 0.63% | 1.25% | 1.56% | 1.88% | 2.50% |
| 6 | 0.60% | 1.20% | 1.50% | 1.80% | 2.40% |
| 7 | 0.58% | 1.15% | 1.44% | 1.73% | 2.30% |
| 8 | 0.55% | 1.10% | 1.38% | 1.65% | 2.20% |
| 9 | 0.53% | 1.05% | 1.31% | 1.58% | 2.10% |
| 10 - Target | 0.50% | 1.00% | 1.25% | 1.50% | 2.00% |
| 11 | 0.48% | 0.95% | 1.19% | 1.43% | 1.90% |
| 12 | 0.45% | 0.90% | 1.13% | 1.35% | 1.80% |
| 13 | 0.43% | 0.85% | 1.06% | 1.28% | 1.70% |
| 14 | 0.40% | 0.80% | 1.00% | 1.20% | 1.60% |
| 15 | 0.38% | 0.75% | 0.94% | 1.13% | 1.50% |
| 16 | 0.35% | 0.70% | 0.88% | 1.05% | 1.40% |
| 17 | 0.33% | 0.65% | 0.81% | 0.98% | 1.30% |
| 18 | 0.30% | 0.60% | 0.75% | 0.90% | 1.20% |
| 19 | 0.28% | 0.55% | 0.69% | 0.83% | 1.10% |
| 20 | 0.25% | 0.50% | 0.63% | 0.75% | 1.00% |
| 21 | 0.23% | 0.45% | 0.56% | 0.68% | 0.90% |
| 22 | 0.20% | 0.40% | 0.50% | 0.60% | 0.80% |
| 23 | 0.18% | 0.35% | 0.44% | 0.53% | 0.70% |
| 24 | 0.15% | 0.30% | 0.38% | 0.45% | 0.60% |
| 25 | 0.13% | 0.25% | 0.31% | 0.38% | 0.50% |
| 26 | 0.10% | 0.20% | 0.25% | 0.30% | 0.40% |
| 27 | 0.08% | 0.15% | 0.19% | 0.23% | 0.30% |
| 28 | 0.05% | 0.10% | 0.13% | 0.15% | 0.20% |
| 29 | 0.03% | 0.05% | 0.06% | 0.08% | 0.10% |
| 30 | 0.00% | 0.00% | 0.00% | 0.00% | 0.00% |

# **17. Modern Slavery**

17.1 The Authority is committed to tackling modern slavery by endorsing the Modern Slavery Transparency Statement (<https://moderngov.kingston.gov.uk/ieDecisionDetails.aspx?ID=4076> ). The Authority will only award contracts to suppliers that meet their legal obligations including compliance with the Modern Slavery Act. Relevant Tenderers will be expected to provide the link to their modern slavery statement in the appropriate section of the Selection Questionnaire. Any bidder deemed a ‘relevant commercial organisation’ who does not provide a valid URL to their annual Modern Slavery Statement will be disqualified from the procurement process without further evaluation. For Tenderers that do not have a website, the Authority will accept a copy of their Modern Slavery statement electronically.

# **18. Social Value**

18.1 The Public Services (Social Value) Act 2012 introduced a requirement for public authorities to consider the social value that can be generated through buying services and gave permission to take the delivery of wider economic, social and environmental outcomes into account in procurement decisions.

Bids from suppliers will need to demonstrate their, and where appropriate their supply chains’, ability to add economic, social and environmental value to the Authority above and beyond simply providing the tendered service and provide evidence which would contribute to the outcomes specified. Bids will be evaluated in line with the outcomes specified in tender documentation. In including and evaluating Social Value, it allows a Authority, for example, to choose a supplier under a tendering process who not only provides the most economically advantageous service, but one which goes beyond the basic contract terms and secures wider benefits for the community.

To this effect, each Tenderer is required to detail their social value offer at the tendering stage, by providing an overview of additional social, economic and environmental benefits that can be delivered within the life of the contract and beyond.

# **19. General Data Protection Regulations (GDPR)**

19.1 The General Data Protection Regulation (GDPR) comes into force on 25th May 2018. The GDPR applies to Controllers (who say how and why personal data is processed) and Processors (who act on the Controller’s behalf). GDPR applies to any public or private organisation processing personal data.

19.2 The contracts being procured as a part of this ITT will be subject to the GDPR and the successful supplier must comply fully with the obligations set out in the regulations. Tenderers should note that:

19.2.1 Suppliers will be expected to manage their own costs in relation to compliance with GDPR;

19.2.2 Under the GDPR, Processors now face direct legal obligations and they can be fined by the Information Commissioner’s Office (ICO);

19.2.3 The contract documents to be entered into by the successful supplier(s) will include specific obligations in relation to GDPR, please check RBK Terms and Conditions of Contract;

19.2.4 The tender includes the obligation to respond to a GDPR SQ Question intended to assess whether the Tenderers (a) meet the requirements of the GDPR and (b) ensure the protection of the rights of the data subject.

The assessment will be carried out through pass/fail questions.

# **20. TUPE**

The Authority’s position is that the Acquired Rights Directive EEC Directive 2001/23 and the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended (together “TUPE”) is likely to apply to this procurement and Tenderers shall price their Tenders accordingly.

Notwithstanding the Authority’s position, Tenderers are advised to take independent legal advice and make their own decision as to whether or not TUPE applies.

Where the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) does apply, The Authority, on request, will provide sufficient information about the existing contract’s staff and their conditions of employment as is necessary to assist you in preparing your tender. The Authority cannot guarantee the accuracy of this information as it is reliant on the incumbent provider.

**This information will be provided subject to the receipt of a duly signed copy of the Confidentiality Agreement.**

Tenderers should take into account the following requirements of TUPE:

38.2 The need to consult with the workforce;

38.3 The need to maintain existing rates of pay and conditions of employment of employees including providing a comparable pension scheme;

38.4 The need for a successful Tenderer to accept liability in respect of claims for redundancy, unfair dismissal and all other claims related to former employees of Achieving for Children, if any, and the existing contractor.

# **21. Bidder Enquiries and Clarifications**

21.1 During the ITT Period, Tenderers may submit questions and requests for clarification or further information as per the timetable at Table 1. Tenderers should note the following procedure for obtaining further information or clarification on matters arising during the ITT Period.

21.2 Tenderers should address their questions and requests for clarification or further information in writing via the Portal. The Authority will, so far as is practicable, respond using the Portal. Any correspondence relating to this Procurement Exercise made outside of the Portal will be disregarded.

21.3 All questions and requests for clarification or further information in relation to the submission of Tenders may only be made, and will only be entertained, if made by the time specified in the tender timetable above.

21.4 If such question or request for clarification or further information is made by the Bidder by the time and date set out in paragraph 16.3 above, the Authority may, at its own discretion, respond to the Tenderer and provide such Bidder with any additional information to which the Authority has access, but the Authority shall not be obliged to comply with any such request and does not accept any liability or responsibility for failure to provide any such information.

21.5 The basic starting point for the Authority in respect of the sharing of information is that all questions and requests for clarification or further information, and the corresponding responses, will be circulated to all Tenderers.

21.6 Therefore, should Tenderers wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked In confidence - not to be circulated to other Tenderers and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers.

21.7 If the Authority considers that, in the interests of open and fair competition, it is unable to respond to the question or request for clarification or further information on a confidential basis, it will inform the Tenderer who has submitted it. The Tenderer must as soon as practicable thereafter respond in writing requesting that either the query be withdrawn or treated as not confidential. The Authority will deem that the question or request for clarification or further information has been withdrawn if the Authority is not contacted in writing within 2 Working Days following the Bidder being so informed.

21.8 Should the Authority treat a question as commercially confidential information under the protocol in paragraph 16.7 above, Tenderers should be aware that this will not necessarily enable the Authority to exempt it from disclosure under the FOIA should a request for such information be made (See Schedule 8\_Freedom of information Schedule).

21.9 The London Tender Portal will automatically notify Tenderers of responses posted by the Authority. It is the responsibility of the Tenderers to regularly check the Portal for responses to queries.

21.10 The Authority may issue amendments or modifications to this ITT during the ITT Period. These will be issued to all Remaining Tenderers simultaneously and Tenders will be assumed to take account of any such modifications and amendments.

21.11 The Tenderers acknowledge receipt of the Contract further to the Invitation to Tender. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract.

21.12 If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with this section 17.2 and the Authority will consider whether any amendment to the Contract is required. Any amendments shall be published through the Portal and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms of the Contract, leading to the disqualification of the Tender.

# **22. Post Tender Clarification / Negotiations / Site Visits / Interview**

22.1 Whilst it is intended that the contract will be awarded on the basis of the Tenders submitted, we may need to hold discussions with you for the purposes of clarification of any areas of doubt. The Authority may also wish to arrange site visits as part of the evaluation process.

22.2 The Authority reserves the right to carry out interviews/ presentations where it is deemed necessary, or a benefit, as part of ascertaining deliverability and quality control, or where there is a leaseholder interest and/or Section 21 consultation requirement.

# **23. Evaluation**

23.1 Evaluation Stages

| **Evaluation section** | **Criteria** | **Weighting** |
| --- | --- | --- |
| Stage 1 Compliance | Mandatory compliance criteria | Pass/Fail |
| Stage 2 Quality | Qualitative evaluation (including 10% Social Value) | 60%  |
| Stage 3 Price | Price evaluation | 40% |

23.2 In evaluating Tenderers’ Tenders, the Authority will only consider information provided in response to this ITT. Tenderers should not assume that the Authority has prior knowledge of their provision of Services which are the same as or similar to the Services, or any other matter. Tenders will be scored on the basis contained in the Evaluation Criteria listed in (page 27).

23.3 Where a supplier indicates in their Tender that they would like to be considered , the supplier will then be required to achievethe minimum consensus score for each section of the available score for their Method Statements detailed in the Quality Evaluation Criteria table, or exceed this or their submission will be rejected and will be deemed to be a fail overall and be excluded from the process.

23.4 The Authority intends to award the Contract to the Tenderer offering the most economically advantageous tender in accordance with the Evaluation Criteria and weightings set out therein. The evaluation methodology set out in the Evaluation Criteria is designed to provide a structured and auditable approach to evaluating the Tenders submitted by the Tenderers.

23.5 There will be an evaluation period consisting of two phases: the Initial Assessment and the Detailed Assessment

# **24. Initial Assessment - Stage 1**

24.1 Tenders will first be reviewed to ensure that:

* The Bid has been submitted on time;
* The Bid has been submitted with all the documentation requested in order to enable the Authority to evaluate in accordance with the evaluation methodology.
* The Terms and Conditions of Contract (T&Cs) has been accepted.
* GDPR questionnaire has been assessed and response is considered acceptable. This is a pass/fail assessment.
* There is a commitment to paying London Living Wage(LLW) as part of their tender submission

24.3 Tenders that do not satisfy the initial assessment in accordance with section 24 above may be rejected at this Stage and excluded from the procurement exercise.

24.4 Tenders that pass this initial assessment stage will be evaluated in accordance with the Evaluation Criteria, scoring and weightings set out in section 23.1

**Stage 1 Evaluation: Compliance Stage**

24.5 All Tenderers must complete in full the Stage 1 Standard Selection Questionnaire (SSQ) and respond to any additional Questions which are located within the project on the London Tenders Portal. The criteria for which are detailed below in Table 2.

24.6 The Authority reserves the right to reject without further discussion any Tender which does not meet all of the Stage 1 compliance standards.

24.7 the Authority may disqualify any Applicant who fails to:

● comply with the requirements of Regulation 57 of the Public Contracts

Regulations 2015 (as amended) or such replacement legislation and/or fails

to certify in the “Declaration” that they have fulfilled these requirements;

● provide a satisfactory response to any questions in the SSQ, fails any of

these questions or inadequately or incorrectly complete any question;

● provide a satisfactory response to any additional question/s or inadequately

or incorrectly complete any question;

● submit their completed response to the SSQ Questions by the deadline; or

● submit their completed response to any additional question/s by the deadline.

24.8 Tenderers who do not pass any parts of the Stage 1 Standard Selection Questionnaire (SSQ) and criteria shall have their Tender rejected and not be evaluated further. The Authority reserves the right to reject without further discussion any Tender which does not meet all of the Stage 1 Selection Criteria.

24.9 The purpose of the SSQ is to enable the Authority to obtain sufficient information about the Tenderer to make an initial assessment of their capability and suitability based on past and current experience for the proposed contract.

24.10 The Selection Questionnaire follows the guidance contained in Procurement Policy Note: Standard Selection Questionnaire (SQ) Action Note 03/23 issued by the Cabinet Office/Crown Commercial Service on 9 March 2023 (“PPN 03/23”). It is made up of several sections which reflect the standard form SQ contained in PPN 03/23.

24.11 The SSQ is available, and is to be completed electronically (online), on the London Tenders e-tendering system – www.londontenders.org – in accordance with the Instructions to Tenderers set out in this ITT.

24.12 The SSQ Evaluation Methodology is set out in (page 27).

24.13 Tenderers must answer all questions as accurately and concisely as possible in the same order as the questions are presented. Where a question is not relevant to the Tenderer’s organisation, the Tenderer must indicate that this is the case by stating “N/A or Not Applicable” and must provide an explanation of why it is “N/A”.

**In some instances, you will be required to upload a document and titled it “ N/A or Not Applicable” if the “comments” option is not allowed on the London tender portal.**

24.14 All questions must be answered in English.

24.15 Please ensure that any enclosures and supporting documents are clearly marked with the question to which they refer. Tenderers should only attach additional documentation when requested. Additional documentation and generic marketing material not requested in this SSQ will be disregarded.

24.16 A completed declaration of Sections 2 and 3 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, every organisation that is being relied on to meet the selection must complete and submit the self-declaration for these sections. These could be parent companies, affiliates, associates, or essential subcontractors, if they are relied upon to meet the selection criteria. Where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete a self-declaration. Subcontractors that are not relied upon do not need to complete the self-declaration.

24.17 The Authority is relying on the information provided by Tenderers in their completed SSQs. Tenderers must keep the Authority informed of any changes and developments that affect their legal/regulatory standing, economic and financial standing and/or technical and professional ability and capacity (including experience) as submitted at the SSQ stage. The Authority reserves the right to keep these matters under review and to exclude any Tenderer from further participation in the tender process where any such change adversely affects a Tenderer’s suitability for the Project as evaluated against the SSQ selection criteria.

24.18 Tenderers are reminded that evidence of financial and economic standing may be required at any time during the procurement process. The Authority reserves the right to require Tenderers to re-submit an SSQ if there is any material change in their financial status, the make-up of their bid (e.g. different consortium members) and/or economic standing, so as to ensure that Tenderers continue to meet the minimum standards required in the pre-qualification process.

24.19 The Authority reserves the right to check information provided and exclude Tenderers if the information provided within their SSQ submission cannot be positively verified.

24.20 For the Stage 1 - Applicants applying on behalf of a group or consortium, or those intending to use sub-contractors, should complete the question on behalf of the consortium and/or any subcontractors, providing one composite response and declaration.

24.21 The Authority will check all information supplied by each Tenderer for completeness and compliance with this SSQ before tender responses are evaluated.

24.22 The Authority reserves the right to revisit, and if necessary amend, the result of the SSQ evaluation, if after completion of the evaluation of the SSQ:

● new information emerges which gives the Authority reason to doubt or question the original SSQ evaluation;

● where the Tenderer is a consortium, one or more of the members of the

consortium changes;

● where the Tenderer is intending to subcontract to a named key subcontractor and that key subcontractor changes; and/or

● there is any change in the control or structure of the Tenderer.

24.23 The SSQ (Stage 1 Compliance) will be evaluated first. Tenderers must achieve passes against all “Pass/Fail” questions in Stage 1.

No scores or feedback will be given to bidders against Stage 2 and Stage 3 if the bidder has not passed Stage 1.

If a “Fail” score is obtained on any of the questions designated “Pass/Fail”, this will result in the Tender being rejected.

The Authority reserves the right to reject without further discussion any Tender which does not meet all of the Stage 1 compliance standards.

**24.24 References (Part of Stage 1 evaluation)**

You must provide at least TWO contract examples which are similar in scope, contract value and nature to which your organisation is bidding, and have been delivered within the last three years. The TWO points of contact supplied (Referees) must confirm the accuracy of the information provided in the references.

Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).

Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.

The information requested in SQ6.1 will be used to verify that Tenderers have the requisite prior breadth of experience. Tenderers who do not have the required TWO references or their referees do not confirm the accuracy of the references provided will be rejected and their tender not evaluated further. If the Authority, after considering the response provided by the Tenderer to SQ6.1, has concerns about the Technical and Professional Ability of the Tenderer, the tenderer will be rejected.

The Authority has attached a “Relevant experience and contract examples” pro-forma that Tenderers must complete. The Tenderers must ensure their nominated referee completes the “Referee template” and sends it to commissioning@kingston.gov.uk It is the Tenderer’s responsibility to chase and ensure that the Authority receives the ”Referee template” completed by their referee by the ITT Deadline. The references must be relevant to the requirement. The Referee templates must be returned to the Authority directly from the referees whom you have nominated and must not be received via your organisation. The email the referees must use is detailed in the template attached online too.

The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees.

**24.25 Financial Appraisal (Part of Stage 1 evaluation)**

24.25.1 The Authority has set out the minimum standards for economic and financial standing it is intended to evaluate if an organisation’s financial standing and stability poses a risk to service delivery, service continuity and/or an unacceptable risk to the Authority (having regard to the service requirements and value, criticality, and the nature of the service).

24.25.2 Whenever possible, the Authority will use Dun & Bradstreet to obtain financial reports and accounts pertaining to Tenderers and use it to verify, to the Authority’s reasonable satisfaction.

24.25.3 However, if the reports obtainable from Dun & Bradstreet do not appear to satisfy the criteria, the relevant Tenderers at the time of the tender evaluation and/or appointment will be required to submit additional evidence to support their application. If no reports and accounts are available through Dun & Bradstreet, the relevant Tenderers will be asked to provide further financial evidence to support their response to SQ4.3 which request the Tenderers to self-certify that they meet the minimum standards for economic and financial standing as set out in the ITT in paragraph 24.25. The tenderers will be given a reasonable time in which to respond.

24.25.4 The Authority reserves the right to request from the Tenderer additional assurance such as a parent company guarantee. The Authority will review the financial informationpresented from an organisation’s parent or Guarantor Company where a guarantee is confirmed.

24.25.5 The Authority reserves the right to reject a tender if the Tenderer does not satisfy the Authority’s Minimum Standards relating to economic and financial standing as outlined in this document.

24.25.6 To pass the minimum standards for economic and financial standing set by the Authority, all Tenderers will be required to pass the 3 following tests:

● Turnover Test

● Current Ratio test

● Credit check Test

Tenderers are asked to self-certify that they pass those tests when submitting their tender response.

24.25.7 Each of the test(s) above is/ are explained in more detail below:

**a)Turnover Test**

To pass the Turnover Test, Tenderers must meet or exceed the Turnover Threshold of **£1.3m (incl VAT)**, except in duly justified cases, such as by reference to special risks attached to the nature of the services, in which case the Authority shall indicate their main reasons in the procurement documents or in the report referred to in regulation 84(1).

The Authority wishes to ensure that the contract will not excessively dominate the existing business of any Tenderer. Therefore, the turnover of the Tenderer for the contract should not be less than the Turnover Threshold.

Where a Tenderer cannot meet the Turnover Test, letters of support from their parent company (or, in the case of consortium including Prime Contractor bids, the parent companies of the Lead Applicant and/or relevant consortium member/Significant Subcontractor) who can meet the Turnover Test may be deemed sufficient. The Authority will review the financial information presented from an organisation’s parent or Guarantor Company where a guarantee is confirmed.

The Turnover Test will be carried out by the Authority using information provided by the Tenderer in the most recent annual reports including full signed audited accounts. For Tenderers whose turnover is not measured in sterling the Authority will use the closing Foreign Exchange rate as at the date of assessment to convert the currency into sterling in order to carry out the Turnover Test. The same date will be used for all Tenderers.

**Tenderers must meet or exceed the annual turnover threshold of £1.3m to pass this Test.**

**b) Ratio Test(s)**

The financial ratio described below will be calculated using the annual accounts and if applicable other financial documents that have been provided as requested.

Tenderers that do not pass the Current Ratio Test will not be considered further.

| Balance Sheet Figure/ Ratio | Calculation of Figure / Ratio |
| --- | --- |
| Current ratio | Current Ratio formula as:Current Assets/Current LiabilitiesPass = a ratio of 1 and aboveFail = a ratio below 1 |

**c) Credit Check**

A credit check will be used as part of assessment of your organisation’s financial standing alongside the test(s) stated above. The credit check is run by Dun & Bradstreet. Please ensure that all information is uploaded, present and correct before you apply to ensure an accurate credit check will be taken. This part of the assessment will be scored on the following basis:

Credit Rating / Risk Analysis - Range Score:

A credit check score rated as:

● “Low Overall Business Risk” = PASS

● “Low-Moderate Overall Business Risk” = PASS

● “Moderate Overall Business Risk ”= PASS

● “Moderate-High Overall Business Risk” = FAIL

● “High Risk Overall Business Risk” = FAIL

24.25.8 Notwithstanding the above, if a Tenderer cannot meet the Turnover Threshold and/or the current ratio and/or pass the Financial Risk Assessment, but the Authority consider that it is in the best interests of the procurement process to allow the Tenderer to pass the economic and financial assessment and it is believed there are potential benefits to the Authority which outweigh any potential risks, the Authority reserves the right to report to the Section 151 Officer outlining any mitigating circumstances why on this occasion a Tenderer should pass the economic and financial assessment. The decision of the Authority’s Section 151 officer will be final.

# **25. Method Statement Assessment - Stage 2**

25.1 The Quality element of the Tender is worth 60% of the total score of 100%. The Method statement below provides a detailed breakdown of the 60% available for the Quality element of this Tender.

25.2 Quality will be evaluated on the basis of a Tenderer’s written submissions in response to Stage 2 (Quality questions responses). Quality will be evaluated as per the information detailed on the London Tenders Portal and marked in accordance with Table 4.

25.3 Tenderers should strictly conform to the word limits for the Quality questions as indicated in Table 3. Where a word limit is assigned to any question, where a response is required from the Tenderer, then the limit does not include titles or diagrams (but the words within the diagrams will count towards the word limit). Any part of a response included above the word limit will not be evaluated. Please note that embedded documents also count towards the word limit. Tenderers must show the number of words they have submitted against each response at the beginning of each document submitted when applicable. For the absence of doubt, this means, for example, that if the word limit for a question is stipulated on each question, evaluators will read the maximum word limit stipulated of the answer and disregard anything beyond that limit.

25.4 Quality and Price will be evaluated separately. **Bidders must exclude all pricing from responses to the Quality Questions.** Pricing from the Price Schedule must be submitted in response to the online Pricing Schedule only. **Please note that submitting responses for Quality Questions which include Pricing may invalidate the submission which may be rejected.**

25.5 Each Tenderer’s response to the quality questions will be independently evaluated initially by individual members of the evaluation team against the published evaluation criteria. The information will not be shared with any parties at this stage.

25.6 Unless requested, attachments should not be included unless they are specifically requested or they will not be read or considered as part of the evaluation. This includes any policy and procedures that are referenced in the responses unless these have been explicitly requested in the relevant question.

25.7 Each Tenderer’s response to the quality questions will be scored by the evaluators out of a possible maximum score of 5. The scoring will be based on the published award criteria outlined in Table 4.

25.8 The Lead Tenderer will be responsible for the overall preparation and submission of the Tender on behalf of all members of the Group and MUST make clear the responsibilities/roles of Group members.

25.9 Following any clarifications sought by the Authority, members of the evaluation team will meet and will consider each Tender and a consensus scoring for each Tenderer’s responses will be reached.

25.10 Any Tenderer who wishes to be considered for the award of Contract must answer all the quality questions. Any questions not answered will be awarded a score of 0 for non-completion. Tenderers must respond to each question in full. Cross referencing will not be permitted, and will not be evaluated.

25.11 The Authority may also issue clarification questions to clarify the Tenderer’s Tender following submission of the Tender. Information submitted by the Tenderers via the Portal in response to clarifications issued by the Authority will be taken into account when evaluating the Tender.

25.12 The Authority reserves the right in exceptional circumstances to vary these criteria or any sub-criteria by written notice to all Tenderers in advance of any Tender closure date.

25.13 The Tender Quality Evaluation Model showing the Evaluation Criteria and the maximum scores attributable to them are detailed in the following sections.

25.14 A summary of the methodology that will be used to score the Tenders is set out below in the Evaluation Criteria.

25.15 The Authority reserves the right in exceptional circumstances to vary these criteria or any sub-criteria by written notice to all Tenderers in advance of any Tender closure date.

25.16 Table 4 sets out the Evaluation Criteria that will be used to evaluate the Tenders.

**Tenderers must achieve the minimum consensus score detailed in Table 3 or exceed this or their submission will be rejected and not evaluated in Stage 3.**

##

## **Table 3 - Method Statements:**

| MS No |  | Method Statement | MAXIMUM WORD LIMIT | WEIGHTING | MINIMUM SCORE TO PASS |
| --- | --- | --- | --- | --- | --- |
| **1.** | **Proposals to meet and report service outcomes** | **10%** |  |
| 1.1 |  | Describe the range of interventions that you propose to achieve the prescribed outcomes (see specification pages 27,28 ) . What experience and evidence does your organisation of delivering these outcomes or similar to this client group? Please outline how you propose to deliver these services. | Maximum 1000 words | 5% | 3 |
| 1.2 |  | What performance reporting mechanisms does your organisation have or would put in place to ensure that these outcomes are captured? (See specification page 10) | Maximum 500 words | 5% | 3 |
| **2.** | **Safeguarding and relationship to risk** | **10%** |  |
| 2.1 |  | Describe the Safeguarding policies and procedures your organisation has in place examples must include Staff training, Protection from Abuse and Neglect , Exploitation and radicalisation etc | Maximum 500 words | 5% | 3 |
| 2.2 |  | Please briefly outline what risk management processes and quality assurance arrangements , information sharing protocols are in place and provide evidence of these.Please include your Safeguarding policies and procedures | Maximum 500 words(Safeguarding policies & procedures will not be included in word count) | 5% | 3 |
| **3.** | **Trauma Informed Approach** | **10%** |  |
| 3.1 |  | What are the key aspects of service design and delivery to ensure that support to people with mental health problems is delivered in a trauma informed way? Please cite experience and evidence of this. | Maximum 750 words | 5% | 3 |
| 3.2 |  | What training initiatives and support does your organisation provide to staff to support and enable psychologically informed and/or trauma based working? | Maximum 500 words | 5% | 3 |
| **4.** | **Co Production** | **5%** |  |
| 4.1 |  | What experience does your organisation have of ensuring service users are involved in the design and delivery of services ? Please cite examples and experience | Maximum 500 words | 2.5% | 2 |
| 4.2 |  | How does your organisation ensure inclusiveness and enable **all** service users to make a positive contribution to the delivery of services and the wider community? Please include relevant policies/procedures | Maximum 500 words*Policies & procedures will not be included in word count)* | 2.5% | 2 |
| **5.** | **Partnership Working** | **5%** |  |
| 5.1 |  | Please provide two examples of where and how your organisation has worked collaboratively with partner agencies (including statutory) to secure positive outcomes and opportunities to ensure inclusion and positive well being for people who are or have experienced mental health issues | Maximum 1000 words | 5% | 2 |
| 6. | **Workforce Planning** | **5%** |  |
| 6.1 |  | Please describe how you will commit to fair working practices for workers engaged in the delivery of this contract (including any agency or sub-contracted workers). What are the key skills that your staff have in relation to the delivery of these services to vulnerable people?Describe how your company takes a positive approach to ensuring that your workers are subject to fair work practices, receive fair pay and have opportunities to develop skills.  | Maximum 750 words*(please provide evidence, if applicable - this will not be included in word count)* | 5% | 2 |
| **7.** | **Social Value** | **15%** |  |
| 7.1 | Social value | We require all prospective bidders to consider the Authority's Social Value local objectives and Social Value Measurement framework in the preparation of your tenders which will form part of the contractual obligations. The particular themes in relation to this contract are**1)Social: Healthier, Safer and more Resilient Communities** **2)Growth:Supporting growth of responsible regional business****3) Innovation: Promoting Social Innovation**For RBK, social value is about delivering additional social, economic and/or environmental benefits through a planned service. It looks at more than just the cost of a given contract to what further benefits can be achieved with the funding available.The RBK Social Value guidance for bidders Schedule 11 sets out the Authority's Social Value objectives. The Kingston Social Value framework Schedule 12 includes a set of social value outcomes and measurables.Please review the guidance and framework document and select the three key themes or as many of the social value themes and measures that you will be able to deliver as part of this contract. Please provide a response to the Method Statement AND complete a Social Value Commitment Plan. The associated targets and methodology for reporting against them should also be included in the plan. Your Method Statement response should include:* Detail of all social, economic, and environmental value benefits.
* How your social value commitments will impact the Authority.
* How you will manage and report these benefits to the Authority.
* How you will work with Authority to continue to develop these benefits.

Please reflect your social value offer by completing a marked up version of the Social Value Commitment Plan (Schedule 13). | Maximum 1000 wordsThe Social Value Commitment Plan will not be included in the word limit. | 15% | 2 |
|  | **TOTAL FOR QUALITY** | **60%** |  |

| **Price Evaluation** |
| --- |
| P.1 | Overall Project Total Bid Price  | 40% |
|  | Total Price Weighting | **40%** |

| Total Quality & Price Weighting | **100%** |
| --- | --- |

# **26. Evaluation Process**

The quality element of Tenders will be evaluated using the following methodology:

26.1 Tenderers must respond to each of the questions set out in the Quality Statement.

26.2 The Evaluation Panel members will score independently each question using the methodology set out in Table 4 below.

26.3 Each question of the Quality Evaluation Criteria will be moderated by the Authority before a final score for each Evaluation Criterion is confirmed.

26.4 A strict word limit has been applied to each Quality Statement question, to enable responses to be as concise and relevant as possible. Submissions must be kept within the maximum word limits as detailed at the top of each section. Any information that exceeds the word limits stated will be excluded from evaluation.

26.5 For the absence of doubt, this means, for example, that if the word limit for a question is stipulated on each question, evaluators will read the maximum word limit stipulated of the answer and disregard anything beyond that limit.

26.6 Unless requested, attachments should not be included and they will not be read or considered as part of the evaluation.This includes any policy and procedures that are referenced in the responses unless these have been explicitly requested in the relevant question.

26.7 The Tenderer may submit diagrams or charts to support their response; however, these may not exceed three (3) per question.

26.8 The scored responses are assessed out of a maximum of 5.

**Table 4: Evaluation Criteria**

| **Score** | **Rating** | **Criteria for Awarding Score** |
| --- | --- | --- |
| 0 | Unacceptable | The information is omitted/no details provided, or irrelevant answer provided |
| 1 | Poor | The Customer has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response. |
| 2 | Some Concerns  | The submission is superficial and generic in its scope. The Customer has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard. |
| 3 | Satisfactory | The Customer is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard. |
| 4 | Good | The submission is robust and well documented. The Customer is confidentthat the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard. |
| 5 | Excellent | The proposal is innovative and adds value. The Customer is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard. |

26.9 All the members of the panel will score each question individually and independently

26.10 Individual Scores will be moderated in order to arrive at the Final Score.

26.11 Quality criteria weighting for a question will be calculated in accordance with the following formula:

Evaluators’ Final score X Weighting (Allocated to the question)

 Maximum available score

E.G If a bidder is evaluated a score of 4 out of a possible 5 points for a question with a weighting of 20%, we would calculate the weighted score by:

(4/5) X 20 = 16

Therefore the bidder for this question gets 16% out of the 20% for this question.

26.12 Where weightings have multiple decimals, the final weighted score will be rounded to two decimals.

26.13 The total score achieved by each tenderer will then be expressed as an overall score out of 60% for Stage 2.

Example where the Method Statement has a weighting of 5%

| **Bidder name** | **Score** | **Formula for score** | **Criteria weighting** | **Final (weighted) score** |
| --- | --- | --- | --- | --- |
| Bidder A | 3 | (3/5) x 5 (criteria weighting) | 5% | 3% |
| Bidder B  | 5 | (5/5) x 5 (criteria weighting) | 5% | 5% |
| Bidder C | 4 | (4/5) x 5 (criteria weighting) | 5% | 4% |

Where weightings have multiple decimals, the final weighted score will be rounded to two decimals.

# **27. Price Assessment - Stage 3**

27.1 The total weighted score for Price is 40% of the total score of 100%. 38% is allocated to the Tendered Price and 2% is allocated to the Rebate.

27.2 Bidders are required to provide a Total Fixed Annual Service Price per individual to provide the services described in the specification, for the initial term of the contract (Initial Years 1, 2 and 3) and for the contract extensions (Years 4 & 5).

27.3 The Authority is disclosing the budget available for all requirements : is up to **£600k per annum.**

27.4 Tenderers are required to complete and submit the Pricing Schedule.**Tenderers who submit a tendered price which exceed the financial budget will not be considered and disqualified.** Please note the maximum budget set out in section 1 and the price matrix.

27.5 The maximum weighting will be given to the lowest Price (which is not considered to be abnormally low) in the evaluation criteria. The remaining Bidders will receive marks on a pro rata basis. Scores and Weighting will be rounded to two decimal places.

27.6 Pricing assessment will be based on the submitted pricing proposal and will be scored in accordance with the following formula:

| Lowest price  |  x weighting = price score  |
| --- | --- |
| Tenderers price  |

Out of the total weighted score of 38%, The Royal Borough of Kingston have assigned a weighting for each Service Type as follows:

| **Service Type** | **Weighting (%)** |
| --- | --- |
| **Accommodation Provision: Specify the cost for providing supported accommodation for up to 48 service users.** | 20% |
| **Floating Support (up to 120 service users)** **Assistance in helping service users remain safe and secure in their homes for up to two years. Delivering support in accordance with the assessed needs and wishes of service users.** | 10% |
| **A daily programme of well being activities (i.e. physical, mental health, skills etc)** | 8% |
| **TOTAL WEIGHTING** | **38%** |

Example for “Accommodation Provision: Specify the cost for providing supported accommodation for up to 48 service users**.**” which has a weighting of 20 %

| Tenderer’s name | Tenderer’s Price | Formula for score  | Criteria weighting for cost  | Final (weighted) score  |
| --- | --- | --- | --- | --- |
| Bidder A  | £3000 | (£3000/£3000) x 20% | 20% | 20% |
| Bidder B  | £3500 | (£3000/£3500) x 20% | 20% | 17.14% |
| Bidder C  | £4000 | (£3000/£4000) x 20% | 20% | 15% |

**Where weightings have multiple decimals, the final weighted score will be rounded to two decimals.**

27.8 Where the Authority considers that the proposed cost proposal is not sufficiently robust to deliver a sustainable service, it will seek further clarifications from the bidder. Bids that cannot demonstrate sustainability and deliverability will be rejected.

27.9 Tenderers should submit a tender on a "Tendered Price" Basis. The Total Fixed Annual Service Price will be used for the purpose of evaluation as described above.

27.10If the tender is accepted the Service Provider will not be entitled to claim and the Authority will not allow any increase in the price of the materials and/or cost of or incidental to, the employment of labour, and the prices included in the Bid shall be the maximum payable by the Authority.

27.11 **Tenderers who submit a tendered price which exceeds the overall financial budget will not be considered and disqualified.** Please note the maximum budget set out in section 27.2 and the Pricing Schedule.

27.12 If the Tender is accepted the successful Tenderer will not be entitled to claim and the Authority will not allow any increase in the price per annum of the materials and/or cost of or incidental to the employment of labour, and the prices included in the Bid shall be the maximum payable by the Authority.

27.12 The Tender must be based on rates/prices which exclude Value Added Tax. This tax, if applicable, will be paid by the Authority as an addition at the appropriate rate on the invoices related to the service when submitted.

27.13 Tenderers are strongly advised that before submitting this Tender all arithmetical calculations, transfers and cost summaries must be checked for accuracy, whilst also ensuring that forms have been fully completed and signed (by the authorised Officer) and all necessary information supplied.

27.14 The Bidder will not be allowed to adjust their Initial or Final bid set out on the Form of Tender or Price schedule if that means an increase in the rates or price offered in this Tender Submission. Tenderers should be aware that the Authority has a duty to investigate submitted Tenders where the price appears to be abnormally low. If the Tenderer cannot provide substantial reasons for the low prices then the Authority for Children may disqualify the Tender submission.

# **28. Premier Supplier Programme - Price evaluation**

28.1 The total weighted score for price is 40% of the total score of 100%. 38% is allocated to the Total Fixed Annual Service Price and 2% is allocated to the PSP Rebate. The Tendered Price and the Rebate are separately weighted and scored, and then added to give the Total Price Score. The Final Price score is the total weighted score for Tendered Price and Rebate.

**Rebate Score (2% out of 40%)**

Premier Supplier Programme rebates are based on underlying payment terms of 30 days and a target acceleration of 20 days (payment issued 10 days after receipt of invoice). Tenderers can indicate which rebate they would like to offer as part of your submission.

Tenderers responses in relation to the premier supplier programme (PSP) will be scored as follows:

| Rebate Offered | Rebate Score |
| --- | --- |
| 0%\* | 0 |
| 0.50% | 0.50 |
| 1.00% | 1.00 |
| 1.25% | 1.25 |
| 1.50% | 1.50 |
| 2.00% | 2.00 |

\* Excludes participation in the PSP

**Total price score**

The price assessment will be undertaken by assigning a cumulative weighting of 38% to the providers price per individual per annum as explained in Schedule 2- Pricing Schedule and 2% to the PSP Rebate that will apply to this contract - tendered price and the rebate.

The scores will then be summed to give an overall price score.

The score for price will be based solely on information provided in the Pricing Schedule.

Example:

For an evaluation allocating 20% to Price, the evaluation would be as follows based on the three example bids received:

Total price 20%

Contract price [18]% + Rebate [2]% = Total Price Score [20]%

|  | Contract price | Contract price score  | Rebate score  | Total score  |
| --- | --- | --- | --- | --- |
| Example 1  | £100,000 | 18% | 1.00% | 19.00% |
| Example 2 | £110,000 | 16.36% | 1.50% | 17.86% |
| Example 3  | £105,000 | 17.14% | 2.00% | 19.14% |

**29. Tie-break**

29.1 In the event where tenderers achieve the same overall score and there is a tie break situation, the tenderer who receives the highest moderated score for Method Statements, in the order of priority as shown below, will be awarded the contract.

**Order of Priority**

1. MS 1.1
2. MS 1.2
3. MS 2.1
4. MS 2.2
5. MS 3.1
6. MS 3.2
7. MS 4.1
8. MS 4.2
9. MS 5.1
10. MS 6.1
11. MS 7.1

29.2 The tenderer who scores higher for MS question 1.1 will be awarded the contract. If the moderated scores for MS question 1.1 are the same, the tenderer who scores higher for MS question 1.2 will be awarded the contract and so on until the tie is broken.

29.3 Once a tenderer achieves a higher score for a method statement, in the order of priority as shown above, that tenderer will be awarded the contract and no further moderated scores will be reviewed. For example, If tenderers achieve the same moderated scores for MS question 1.1 and MS question 1.2 but one scores higher for MS question 2.1, that tenderer will be awarded the contract and MS question 2.2, MS question 3.1, MS question 3.2 and MS question 4.1 will not be reviewed.

29.4 In the event where tenderers achieve the same overall score AND the same moderated scores for ALL Quality Method Statements stated above, the tenderer with the highest % score for Price will be awarded the contract.

29.5 In the event that the Tie Break set out above AND the score for Price does not identify a winner and break the tie, a final post tender question will be issued to the tie break tenderers ONLY for evaluation.

# **30. Authority’s Complaints Handling**

30.1 The Authority wishes to have open communication with all of its customers and values the feedback it receives through complaints. Anyone wishing to or receiving a service from the Authority can make a complaint if they feel that they have not been treated fairly or properly or if the Authority has not done what it promised, within the right time and to the right standard. The same principle should therefore apply to contracted Works, Services and Supplies.

30.2 The Supplier shall observe and comply with the Authority's Corporate Complaints procedure during the operational life of the Contract. Full details of the Authority’s Complaints procedure and standards may be obtained from:-

| The Royal Borough of Kingston upon Thames Corporate & Commercials Department Guildhall 2High StreetKingston KT1 1EUTelephone No. 020 8547 5000 (English/Bengali/Sylheti)020 7364 4853 minicomComplaints@kingston.gov.uk  |
| --- |

# **31. Contracts (Rights of Third Parties) Act 1999**

31.1 The Tenderers’ attention is drawn to the provisions of the Contracts (Rights of Third Parties) Act 1999 (the Act) and to how it affects the exclusivity of the conditions of Contract between the Authority and the successful Tenderer.

Unless otherwise stated in any of the documents referred to in Section 2, The Provisions of the Act are expressly excluded in respect of third parties enforcing the Contract.

If a Third Party is to be given rights under the Contract the Authority will agree with the Bidder who is to benefit and which terms are applicable. The extent of third party rights will be subject to a memorandum of agreement between the successful Bidder and the Authority which will then be incorporated into the Contract. If no discussion takes place or it is subsequently agreed a third party will not acquire third party rights the Act will be excluded and confirmed in writing prior to the award of a Contract.

# **32. Confidentiality**

32.1 The Bidder acknowledges and agrees to complete a confidentiality agreement together with a non-collusion declaration during this Tender process. For the avoidance of doubt, this ITT is intended for the exclusive use of the Tenderer and is provided on the express understanding that the ITT and the information contained in it, or in connection with it, will remain strictly confidential as between the Authority and the Tenderer . This ITT may not be reproduced in whole or in part nor provided to any third parties save for the purposes of:

* taking legal or other professional advice in connection with completing a Tender, provided that such advisers also agree to keep such information confidential;
* discussing a Tender with potential subcontractors or partners;
* obtaining information from other organisations or funders where required expressly by the ITT or otherwise where necessary, as relevant to the Bidder’s Tender; and
* obtaining the input from any other parties that Tenderers demonstrate will provide information relevant to their Tender, subject always to the Authority’s prior written consent and provided that in each case, Tenderers obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this section 25 and provide such undertakings to the Authority.

# **33. Freedom of Information**

33.1 The Authority is committed to meeting its legal responsibilities under the FOIA. Accordingly, any information created by or submitted to the Authority (including, but not limited to, the information contained in this ITT, documents issued, clarification questions and responses, and the minutes of meetings between all or any of the Tenderers and the Authority) may be disclosed by the Authority in response to a request for information under the FOIA.

In submitting documents to the Authority, each Bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA, either without consulting the Bidder or following consultation with the Bidder and having considered its views.

Tenderers must clearly identify any information supplied in response to the ITT which they consider to be confidential or commercially sensitive and attach a brief statement of the reasons why, including details of the harm which may result from disclosure and the time period applicable to the sensitivity. A disclosure form is attached for this purpose at Schedule 8.

While the Authority aims to consult with Tenderers before information is disclosed, Tenderers should be aware that even where a Tenderer has indicated that information is commercially sensitive, the Authority is responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA or whether it must be disclosed.

Tenderers should therefore note that the receipt by the Authority of any information marked ‘confidential’ or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking.

Tenderers acknowledge that the Authority retains the right to publish the contractual documents resulting from this Procurement Exercise.

Redactions will be made to the contract where the Authority considers that elements of the contract would be exempt from disclosure under FOIA.

# **34. Health and Safety**

34.1 Tenderers shall comply in all respects with the provisions of the Health and Safety at Work etc. Act 1974 together with Regulations, Orders, and Codes of Practice etc. arising there from. Regular, or a Flagrant, breach of Health and Safety Requirements could result in the suspension of the operation of the works which will be at the Tenderer’s sole risk or the awarded Contract being determined forthwith by the Authority.

# **35. Subcontracting and Consortia**

35.1 Where a Tenderer proposes to use one or more sub-contractors to deliver some or all of the contract requirements, the Tender should provide details of the proposed bidding model, including members of the supply chain, the percentage of work being delivered by each subcontractor and the key contract deliverables each sub-contractor will be responsible for.

For the avoidance of doubt, each Tenderer, including any consortium members and/or sub-contractors, must only be party to one Bid in respect of this Procurement Exercise. It is the Tenderers’ responsibility to ensure that this requirement is complied with and a failure to do so may result in its Tender being rejected.

The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Tenderers should be aware that where information provided to the Authority indicates that subcontractors are to play a significant role in delivering key contract requirements, any material changes to those subcontracting arrangements may affect the ability of the Tenderer to proceed with the Procurement Exercise or to provide the Services required. Tenderers should therefore notify the Authority immediately of any change in the proposed subcontractor arrangements. The Authority reserves the right to exclude the Tenderer prior to any award of Contract, based on an assessment of the updated information.

If a Bidder has confirmed its intention to complete this ITT as part of a proposed consortium in its SQ, the Authority will use those details provided. If however, those details have changed, it must provide the following information to the Authority via the London Tender Portal and as part of the tender submission:

* Names and addresses of all consortium members;
* The lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created), save that the Authority may require that each consortium member is jointly and severally liable under the Contract;

If the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate appendix; and Reasons for the exclusion or addition of any new member.

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

All members of the consortium will be required to provide the information required in all sections of the ITT as part of a single composite response to the Authority.

Where Tenderers are proposing to create a separate legal entity, such as a special purpose vehicle, Tenderers should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate appendix.

The Authority recognises that arrangements in relation to a consortium bid may be subject to future change (subject to the conditions set out in this section). Tenderers should therefore respond on the basis of the arrangements as currently envisaged. Tenderers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to exclude the Tender prior to any award of contract, based on an assessment of the updated information.

The Authority holds the Supplier solely responsible in all respects for the works carried out by sub-contractors and their compliance with all statutes, together with all Regulations, Orders, Bye-Laws, and Codes of Practice etc. arising therefrom.

# **36. Agency**

36.1 The Supplier is not and shall in no circumstances hold himself/herself out as being, the servant or agent of the Authority, otherwise than in circumstances expressly permitted by the Conditions of the Contract.

The Supplier is not and shall in no circumstances hold himself/herself out as being, authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority to the performance, variation, release or discharge of any obligation.

The Supplier has not held and shall in no circumstances hold himself/herself out as having the power to make, vary, discharge or waive any bye-law or regulation of any kind.

The employees of the Supplier are not and shall not hold themselves out to be and shall not be held out by the Supplier as being servants or agents of the Authority for any purposes whatsoever.

# **37. Anti-Fraud and Corruption Strategy**

37.1 The Authority has a duty to protect the public funds it administers. In order to properly discharge this duty the Authority has an approved Anti-Fraud and Corruption Strategy which can be found on our website under:

<https://www.kingston.gov.uk/downloads/download/525/anti-fraud_framework>

As a potential stakeholder engaged in the provision of supplies and/or services with the Authority you are expected to be aware of the details of the policy and processes and make use of it if necessary.

# **38. Conflict of Interest**

38.1 The Authority requires that all actual or potential conflicts of interest are resolved to the satisfaction of the Authority prior to the submission of Initial Tenders. To this end, Tenderers should complete Schedule 6\_Conflict of Interest Declaration. In the event that any actual or potential conflict of interest comes to a Tenderer’s attention following the submission of its Initial Tender, the Tenderer should immediately notify the Authority via the London Tender Portal.

# **39. Bid Rigging**

39.1 The Authority wish to make it clear that all companies suppliers shall adhere to the requirements not to discuss or disclose their intentions or prices to any of the other named supplies and to confirm this by way of completing the anti-collusion law. Equally, the Authority cannot accept bids from multiple divisions/ subsidiaries of the same Parent Company; in these instances both suppliers may be disqualified.

Should it be determined that any company tendering for the Authority has been communicating with any other Tenderers, the Authority may, acting reasonably, disqualify both companies’ tenders on the grounds of potentially unfair competition.

The Companies will also run the risk of being excluded from any future projects. Companies are advised to decline to tender provided there is a good reason rather than submit inflated prices that will remove them from consideration. Where excessive variances in price occurs more than twice, the Authority may remove the companies in question from future tender lists to automatically penalise any company that has been accused, but then cleared of non-competitive practices. Please see <http://www.oft.gov.uk/OFTwork/competition-act-and-cartels/competition-law-compliance/> for further information on Government guidance.

# **40. Equality and Diversity Opportunities Policy**

40.1 The Authority is committed to eliminating all forms of discrimination. As such the winning bidder will be required to provide a copy of their Equalities and Diversities Policy and ensure that it meets both the Equalities Act 2010.

# **41. Terms of Contract**

41.1 The information in these instructions to Tenderers is given in good faith for the guidance of the Tenderer, but in the event of a conflict the Conditions of Contract shall take precedence.

The Contract will be awarded on Royal Borough of Kingston's Terms and Conditions of Contract. Please do not submit your own standard terms with your Tender.

## **Royal Borough of Kingston**

## **DN714849**

##

**Open Procedure under Light Touch Regulation (LTR),**

## **SQ Evaluation Methodology**

**For Information only - you should complete the Selection Questionnaire online within ProContract.**

## **Table 5: Standard Selection Questionnaire and Selection Criteria**

##

| **Selection Question**  | **Scoring Criteria**  | **How Scored** |
| --- | --- | --- |
| **PART 1:** |
| **Section 1** | **Potential Supplier Information** |  |
| **1.1** | **Potential supplier information** |  |
| 1.1.1 to 1.1.14 | Completion of all organisational details is mandatory to pass every question. Where relevant, please indicate if not applicable. Potential rejection of Tender if incomplete or not completed where there is a requirement to. | For Information Only |
| **1.2** | **Bidding Model**  |  |
| 1.2.1 | There is an attachment to complete. Completion of every question is mandatory to pass. Where relevant please indicate if not applicable. Potential rejection of Tender if incomplete or not completed where there is a requirement to.If you are bidding as a single supplier please go to Q 1.3.If you are bidding as part of a group or consortium (including where you intend to establish a legal entity to deliver the contract, or you are a subcontractor), please tell us:1. The name of the group/consortium.
2. The proposed structure of the group/consortium, including the legal structure where applicable.
3. The name of the lead member in the group/consortium.
4. Your role in the group/consortium (e.g. lead member, consortium member, subcontractor).
5. If you are the lead member in the group/consortium, whether you are relying on other consortium members to meet the selection criteria (i.e. are you relying on other consortium members for economic and technical standing and/or technical and professional ability?) and, if so, which criteria you are relying on them for.
 | For Information Only |
| **1.3**  | **Use of Subcontractors**  |  |
| 1.3.1 | If you are proposing to use subcontractors please provide the details for each subcontractor24.* Name
* Registration number
* Registered or head office address,
* Trading status
	1. Public limited company
	2. Private limited company
	3. Limited liability partnership
	4. Other partnership
	5. Sole trader
	6. Third sector
	7. Other (please specify your trading status)
* Registered VAT number
* SME (Yes/No)
* The role each subcontractor will take in providing the works and /or supplies

e.g. key deliverables - if known* The approximate % of contractual obligations assigned to each subcontractor, if known

Is the subcontractor being relied upon to meet the selection criteria (i.e. are you relying on the subcontractor for economic and technical standing and/or technical and professional ability?) and, if so, which criteria are you relying on them for? Potential rejection of Tender if incomplete or not completed where there is a requirement to | For Information Only |
| **Section 2** | **Grounds for Mandatory Exclusion** Regulations 57(1) and (2)  |  |
| Please answer the following questions in full. Note that every organisation that forms part of your bidding group/consortium, as well as every organisation that is being relied on (including subcontractors being relied on) to meet the selection criteria must complete and submit responses to part 1 and the declarations in part 2. |
| 2.1.1 | Within the past five years, anywhere in the world, have you or any person who * is a member of the supplier’s administrative, management or supervisory body; or
* has powers of representation, decision or control in the supplier

been convicted of any of the offences within the summary below and listed in full in Annex D of the following document: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1141334/PPN-03_23-Standard-Selection-Questionnaire-SQ.pdf> | Pass/Fail |
| 2.1.2 | If you have answered yes to any part of question 2.1.1, please provide further details, including:**Description*** date of conviction and the jurisdiction
* which of the grounds listed the conviction was for
* the reasons for conviction
* the identity of who has been convicted

If the relevant documentation is available electronically please provide:* the web address
* issuing authority
* precise reference of the documents
 | Pass/Fail |
| 2.2.1 | **Self Cleaning** If you have answered YES to any part of the questions on mandatory exclusion grounds please explain what measures have been taken to demonstrate your reliability despite the existence of relevant grounds for exclusion (Self cleaning) | Pass/Fail |
| **Section 3** | **Mandatory and discretionary grounds relating to the payment of taxes and social security contributions**The detailed grounds for mandatory and discretionary exclusion of a supplier for non-payment of taxes and social security contributions, are set out on this webpage,26 and should be referred to before completing these questions. |  |
| 3.1 | Please confirm that you have met all your obligations relating to the payment of taxes and social security contributions, both in the country in which you are established and in the UK. | Pass/Fail |
| 3.2 | If you have answered NO to question 3.1 please provide further details including the following-**Description*** Country concerned,
* the amount concerned,
* how the breach was established, i.e. through a judicial or administrative decision or by other means,
* if the breach has been established through a judicial or administrative decision please provide the date of the decision,
* if the breach has been established by other means please specify the means
 | Pass/Fail |
| 3.3 | Please also confirm whether you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including, where applicable, any accrued interest and/or fines. | Pass/Fail |

| **Section 4** | **Grounds for Discretionary Exclusion**The detailed grounds for discretionary exclusion of an organisation are set out on this webpage,27 and should be referred to before completing these questions. |  |
| --- | --- | --- |
| 4.1 | Within the past three years, anywhere in the world, have any of the situations summarised below and listed in full on the webpage applied to you? | Pass/Fail |

| 4.2 | You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million. |  | Pass/Fail |
| --- | --- | --- | --- |

| 4.3 | If you have answered YES to any of the questions in 4.1, or NO to question 4.2, please explain what measures have been taken to demonstrate your reliability despite the existence of a relevant ground for exclusion. (Self cleaning) | Pass/Fail |
| --- | --- | --- |

| **Section 5** | **Economic and Financial Standing** |
| --- | --- |
|  | **Question** | **Response** |
| 5.1 | If documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), please provide:* the web address
* issuing authority
* precise reference of the documents
 | Pass/Fail |
| 5.2 | If documentary evidence of economic and financial standing is not available electronically, please provide a copy of your detailed accounts for the last two years (audited if required by law).Also, for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, please provide a copy of their detailed accounts for the last two years (audited if required by law). | Pass/Fail |
| 5.3 |  |  |  |  |  |  |  |  | Pass/Fail |
|  | If you are not able to provide a response to questions 5.1 or 5.2, please provide any of the following alternatives: A statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Cash flow for the most recent years(s) of trading and a bank letter outlining the current cash and credit facility position. Alternative Information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank,charity accruals accounts or an alternative Means of demonstrating financial status). |
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| 5.4 | Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering ‘Yes’ or ‘No’ that you meet the requirements set out. | Yes No | Pass/Fail |
| 5.5 | Where you are relying on another member of your bidding group/consortium or any subcontractors or other security in order to meet the selection criteria relating to economic and financial standing, please confirm that the relevant person or entity is willing to provide a guarantee or other security if required. |  | Pass/Fail |

| **Section 6** | **Technical and Professional Ability** |  |
| --- | --- | --- |
| 6.1 | Please provide details of up to Two contracts, to meet the technical and professional ability criteria set out in the Procurement Documents in any combination from either the public or private sectors; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Where this procurement is for supplies or services, the examples must be from the past three years. Where this procurement is for works, the examples may be from the past five yearsThe named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.For consortium bids, or where you have indicated that you are relying on a subcontractor in order to meet the technical and professional ability, you should provide relevant examples of where the consortium/subcontractors have delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or members of the Special Purpose Vehicle or subcontractors (three examples are not required from each member).Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or subcontractor(s) who will deliver the contract.If you cannot provide examples see question 6.2**Please note a Minimum of two references are required for this Tender.** You must complete the attachment 6.1a and send the Referee template 6.1b to your referees to complete. The referees must complete the Referee template 6.1b and send it to commissioning@kingston.gov.uk by the ITT deadline. SQ6.1 within Section 6 Technical and Professional Ability requires a minimum of one point of contact to be supplied to confirm the accuracy of the contract information provided by the Tenderer. The information will be used to verify that Tenderers have the requisite prior breadth of experience. If you fail SQ6.1 your Tender will be rejected and not evaluated further. | Pass/Fail  |
| 6.2 | If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this and how you meet the selection criteria relating to technical and professional ability e.g. your organisation is a new start-up or you have provided services in the past but not under a contract. | Pass/Fail  |
| 6.3 | Where you intend to subcontract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your subcontractor(s).The description should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment and whether you are a signatory of the UK Prompt Payment Code (or have given commitments under other equivalent schemes). | Pass/Fail  |

| **Section 7** |  **Additional Questions including Project Specific Questions** |  |
| --- | --- | --- |
| 7.1 | **Insurance** **Please confirm whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:*** Employer’s Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences; and
* Public Liability Insurance Policy of not less than £10 million for each and every claim, act or occurrence or series of claims, acts or occurrences.
* Professional Indemnity Insurance Policy of not less than £1 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

\*There is a legal requirement for certain employers to hold Employer’s (Compulsory) Liability Insurance. | Pass/Fail |

| **Section 8** |  **Data Protection**  |  |
| --- | --- | --- |
| 8.18.2 | **Data Protection**Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with UK data protection law and to ensure the protection of the rights of data subjects. Your response should include, but should not be limited to facilities and measures:* to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services;
* to comply with the rights of data subjects in respect of receiving privacy information, and access, rectification, deletion and portability of personal data;
* to ensure that any consent based processing meets standards of active, informed consent, and that such consents are recorded and auditable;
* to ensure legal safeguards are in place to legitimise transfers of personal data outside the UK (if such transfers will take place);

to maintain records of personal data processing activities; and to r**egularly test, assess and evaluate the effectiveness of the above measures.** | Pass/FailFor information only |

| **Section 9** | **Health and Safety**  |  |
| --- | --- | --- |
| 9.1 | **Health and Safety**Please describe the arrangements you have in place to manage health and safety effectively and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). [Please use no more than 500 words.] Submit copies of relevant organisational H&S policies (excluded from word count) |  |

| **Section 10** | **Modern Slavery**  |  |
| --- | --- | --- |
| 10.1 | You are a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 if you carry on your business, or part of your business in the UK, supplying goods or services and you have an annual turnover of at least £36 million.If your latest published statement is available electronically please provide* the web address
* precise reference of the documents.

If your latest statement is not available electronically, please provide a copy. | Pass/Fail  |
| 10.2 | If you are not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015 (for example if your turnover is less than £36 million or you do not carry on your business, or part of your business, in the UK), please provide the above information in relation of any published statements on modern slavery or other relevant documents containing information of a similar type/level.DescriptionAny modern slavery statement or other statement or document should contain at least the following information:a. the organisation’s structure, its business and its supply chains;b. its policies in relation to slavery and human trafficking;c. its due diligence processes in relation to slavery and human trafficking in its business and supply chains;d.the parts of its business and supply chains where there is a risk of slavery and human trafficking taking place, and the steps it has taken to assess and manage that risk;e. its effectiveness in ensuring that slavery and human trafficking is not taking place in its business or supply chains, measured against such performance indicators as it considers appropriate;f. the training and capacity building about slavery and human trafficking available to its staff; orIf all of this information is not included in your modern slavery statement or other statement or documents, please provide an explanation as to why not and/or assurances that it will be included before contract award. | For Information Only |

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| **Section 11** | **Living Wage** |  |
| --- | --- | --- |
| 11.1 | Is your company an accredited Living Wage employer or Recognised Service Provider with the Living Wage Foundation?If you answer Yes to question 11.1, you will pass. If you answer No, please answer question 11.2.If you answer No to question 11.2, you will fail question 11.1, and your Tender will be rejected and not evaluated further. | Pass/Fail  |
| 11.2 | If your answer to question 11.1 was ‘No’, you must answer question 11.2.If you answer No to question 11.2, you will fail, and your Tender will be rejected and not evaluated further. | Pass/Fail |
| 11.3 | If your answer is yes to question 11.1 and/or 11.2, please provide details of actual wage rates and an indication of whether these meet or exceed current rates for Living Wage.(or London Living Wage if the service is delivered within Greater London) | Pass/Fail |

| **Section 12** | **Business Continuity Planning** |  |
| --- | --- | --- |
| 12.1 | If you answer yes in response to question 12.1 to confirm you have in place or commit to having in place (prior to commencement of the contract) a business continuity plan you will pass this question.If you answer no or do not answer this question, you will fail and your Tender will be rejected and not evaluated further. | Pass/Fail |

| **Section 13** | **Safeguarding**  |  |
| --- | --- | --- |
| 13.1 | Tenderers who confirm by selecting “Yes” to confirm they have an up to date safeguarding policy within the last 12 months will pass this question.Tenderers who select “No” will fail this question. Their Tender will be rejected and not evaluated further.  | Pass/Fail |
| 13.2 | The Authority will not select Tenderers that have been found to have breached the legislation unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.Tenderers will pass if:- there have been no such convictions or notices served; or- They have been convicted but they demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent reoccurrence when responding to question 13.3.Tenderers will fail and not have their Tender evaluated further if:- They answer ‘yes’ to question 13.2 and do not demonstrate to the satisfaction of the Authority that appropriate remedial action has been taken to prevent future occurrences/breaches when responding to question 13.3; or they do not answer question 13.3. | Pass/Fail |
| 13.3 | The Authority will not select Tenderers that have been found to have breached the legislation unless the Authority is satisfied that appropriate remedial action has been taken to prevent future occurrences/breaches.If your answer to question 13.2 is Yes, you must give details of the conviction and details of any remedial action or changes you have made as a result of the conviction.Tenderers will pass if:- there have been no such convictions or notices served; or- They have been convicted but they demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent reoccurrence.Tenderers will fail if:- They answer ‘yes’ to question 13.2 and do not demonstrate to the satisfaction of the Authority that appropriate remedial action has been taken to prevent future occurrences/breaches; or- They answer ‘yes’ to question 13.2 and do not answer this question. | Pass/Fail |

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| **Section 14** | **Disclosure and Barring Service (DBS) Checks** |  |
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| 14.1 | Tenderers who confirm their commitment to ensuring all employees, contractors, sub-contractors and volunteers who work directly with vulnerable adults and/ or children will be subject to an enhanced DBS prior to the start of any contract by selecting “Yes” will pass this question.A ‘fail’ will be awarded to Tenderers who answer this question ‘No’ or who do not answer this question. Their Tender will be rejected and not evaluated further. | Pass/Fail |

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| **Section 15** | **Additional Forms** |  |
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| 15.1 | If applicable, you must include each consortium member's and subcontractors details in the attachment provided.The Lead Applicant must ensure attached forms are completed where relevant.**If this question is not relevant to your organisation, please attach a document titled "not applicable".**Your organisation must submit the forms via the e-tendering portal against this section. Potential rejection of Tender if the information submitted by the Consortium members result in a Fail. Potential rejection of Tender if incomplete or not completed where there is a requirement | Pass/Fail |
| 15.2 | Certificate as to Collusion and Canvassing formTenderers must fully complete the anti-collusion certificate. Potential rejection of Tender if incomplete | Pass/Fail |
| 15.3 | The Form of Tender must be fully completed by the Tenderer.Potential rejection of Tender if incomplete | Pass/Fail |
| 15.4 | The Conflict of Interest form must be fully completed by the Tenderer.Where potential conflicts of interest are identified and cannot be managed or avoided to the Authority’s satisfaction, the Authority may, in exceptional circumstances, exclude the Candidate from further participation in the Procurement Exercise. Potential rejection of Tender if incomplete | Pass/Fail |
| 15.5 | The Confidentiality Agreement must be fully completed by the Tenderer.Potential rejection of Tender if incomplete | Pass/Fail |
| 15.6 | The Freedom of information form must be fully completed by the Tenderer.Tenderers must complete and submit the form uploaded to the e-procurement portal and labelled as such in response to this question.Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website. | For Information only |

| **Section 16** | **Contact Details and declaration** |  |
| --- | --- | --- |
| 16.1 | Please complete the attached form of Declaration | Pass/Fail |
| 16.2 - 16.7 | Contact nameName of organisation Role in organisation Phone numberE-mail addressPostal address | For Information only |