Dated

23rd June 2017

**Invitation to Tender (ITT) for the provision of:**

**Adult Education for Learners with Learning Difficulties or Disabilities (LLDD) in the Borough of Merton**

Tender Ref:DN-283249

Invitation to tender

|  |
| --- |
| NAME OF AUTHORITY: LONDON BOROUGH OF MERTON |
| ITT RETURN DATE & TIME (DEADLINE): 21 July 2017 at 12noon |

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# Introduction and Background

### Background to the Council:

Formed in 1965, the London Borough of Merton (‘the Authority’) is an outer London borough to the south-west of the capital. It has a population of 200,000 residents living in 80,000 households, served by 7,500 businesses, and an area of approximately 14.7 square miles.

Population of 199,700 (Census estimate at May 2011) living in 78,757 chargeable dwellings. The population according to the Greater London Authority population projections is set to increase as follows: 206,612 by 2016, 209,666 by 2021, 211,783 by 2026 and to 213,931 by 2031.

The borough’s five main town centres are Wimbledon (taking in the Village, the Broadway and South Wimbledon), Mitcham, Morden, Raynes Park and Colliers Wood. Predominantly suburban in character, there are high levels of commuter flows in and out of central London.

Merton is home to the world-famous All England Lawn Tennis Club, where the Wimbledon Championships take place every year bringing an extra 500,000 people into the borough for the tennis extravaganza.

The Council is a ‘unitary Authority’, which means that it is a single tier Authority responsible for all local governance functions within the area. This includes functions such as social services, libraries, waste disposal and collection, highways, education, planning, licensing and much more. The Council is not responsible for the emergency services, maintenance of principal roads and public transport which are provided by the Mayor of London’s departments.

The Council had a revenue budget of £151m in 2012/13 with around 45% of this being spent on social care. 4,081 FTE or 5,513 headcount (as at Jan 13) employees provide a range of public services, from street cleaners and town planners to teachers and social workers, who work in the four departments, including Merton’s schools:-

* Children, Schools and Families (CSF)
* Environment and Regeneration (E&R)
* Community and Housing (C&H)
* Corporate Services (CS)

Overseeing the running of these services and taking the lead in creating a vision for the future of Merton is the Leader of the Council. The Leader is elected by the full Council and appoints a Cabinet of up to nine Members who will each take on special responsibility for an area designated to them by the Leader. The Leader and Cabinet are collectively known as the ‘Executive’.

### The Council’s Corporate Priorities

The financial reality facing local government dominates the choices the council will make for the future of the borough. The development of the Business Plan 2015/19 is therefore based on the set of guiding strategic priorities and principles, as adopted by the council on 13 July 2011;

* Merton should continue to provide a certain level of essential services for residents. The order of priority of ‘must’ services should be:-
  + Continue to provide everything that is statutory.
  + Maintain services – within limits – to the vulnerable and elderly.
* After meeting these obligations Merton should do all that it can to help residents who aspire. This means we should address the following as priorities in this order:-
  + Maintain clean streets and keep council tax low.
  + Keep Merton as a good place for young people to go to school and grow up.
  + Be the best it can for the local environment.
  + All the rest should be open for discussion.

The financial pressures facing Merton mean we should no longer aim to be a ‘place-maker’ but be a ‘place-shaper’. The council should be an enabler, working with partners to provide services.

The Community Plan has been developed by the Merton Partnership and sets the overall direction and vision for the borough until 2019.

### Background to the Community and Housing Department

The London Borough of Merton has four department groups which work together in a One Council approach, where every member of staff, contractor or partner organisation strives to meet customer expectations and takes responsibility for delivering what is required.

The Community and Housing Department is responsible for five service areas:

1. Adult Social Care
2. Housing Needs and Enabling Service
3. Library and Heritage Services
4. Merton Adult Learning
5. Public Health

The over-arching vision of the Community and Housing department is a commitment to improving the life chances of all our customers by providing services that meet their needs and supporting them to take responsibility for their own solutions. We will do this together with our customers, partners and the local community, being flexible and adaptable to provide a high quality service in a changing environment.

### Service Overview

In Merton we recognise the valuable role that the skills agenda plays; both in supporting our residents to play a wider role in our local economy and by contributing to the Community Plan aim of promoting economic wellbeing and bridging the inequality gap between the east and the west of the borough. In addition we know that adult education contributes to the health and wellbeing agenda. Continuing to learn is a key contributor to issues such as ageing well and reducing isolation for a variety of groups, and if it is not spread across the whole community this can add to inequality.

Adult Education plays a key role on Merton’s Economic Wellbeing Group and contributes to the council’s Employment Skills Action Plan, the next iteration of which will include a focus on support for those aged over 25; a group Adult Education is well placed to support. This skill and training is crucial if Merton, along with every other area in the country, is to close the skills gap. Again, adult education in Merton can have a valuable role to play here.

In addition, we recognise that the role of adult education can be wider; enabling residents to have access to other forms of learning on the basis that it creates resilience and is one factor underpinning successful ageing and the wider preventative agenda.

This dual purpose is reflected in the funding provided by the ESFA for Adult Skills and Community Learning. The former funds skills and employability and the latter recognises the wider role of adult and community education.

Our commissioning priorities for 17-18 are:

* To provide courses for adults who are otherwise least likely to engage in learning, and support them to progress to further learning, employment, self-employment or volunteering;
* To include English and maths within the provision offer, as part of the government priority of raising national standards in these areas;
* To provide a high quality community learning offer that contributes to better health and wellbeing, employment and social inclusion for learners including individuals with mental health issues and those with learning difficulties and/or disabilities;
* To provide targeted Family Learning programmes to raise the achievement of children and help parents and carers to develop their own learning, parenting skills and progress into economic activity or volunteering;
* To provide adult apprenticeships to those who would most benefit from them;
* To provide a learning provision that integrates quality information and advice for learners prior to enrolment and a high level of support whilst on course;
* To provide programmes of English for speakers of other languages;

### Scope

The Service Provider will be required to provide specialist Adult Education Services for Learners with Learning Difficulties or Disabilities (LLDD) to support the main provision which is currently delivered under contract by South Thames College.

### Terms and Conditions of Contract

The draft Contract that the Council proposes to use is provided in schedule 7.

### Estimated Contract Value

The contract value will be £40000 for 2017-18 based on a maximum price of £7:00 per Guided Learning Hour (GLH) per learner. The contract value for subsequent years will be determined by levels of funding received from the Education and Skills Funding Agency (ESFA).

### Contract Term

The proposed contract will be for a period of one year with the option to extend, subject to availability of funding, satisfactory performance and continued need, for a further 12 month period.

The anticipated service Commencement Date is 1 September 2017.

# Indicative Timetable

It is intended that the procurement process will follow the timetable detailed below, however this is provided for indicative purposes only;

|  |  |
| --- | --- |
| **Stage / Activity** | **Dates** |
| Publication of ITT | 23 June 2017 |
| Last date for ITT clarification questions | 10 July 2017 |
| Closing date for receipt of ITT | 21 July 2017 |
| Evaluation of ITT | 24 – 28 July 2017 |
| Clarification meeting (where required) | 31 July – 4 August 2017 |
| Notification of the Councils intention to award | 10 August 2017 |
| Contract start date | 18 August 2017 |
| Service commencement date | 1 September 2017 |

# Instructions and conditions for tendering

### 3.1. Definitions

“Authority” means the public sector contracting Authority, or anyone acting on behalf of the contracting Authority, that is seeking to invite suitable Suppliers to participate in this procurement process.

“You”/ “Your” or “Supplier” means the body completing these questions i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided. The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

### 3.2. Completing the form

Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified.

### 3.3. Signatures

Where required, the ITT must be signed in accordance with the options below;

1. Where the Supplier is an individual, by the individual, OR
2. Where the Supplier is a partnership, by duly authorised partners, OR
3. Where the Supplier is a limited company, by a director duly authorised for such purposes

You may submit electronic or typed signatures. However, should you be successful you will be required to re-sign all declarations that form part of the contract with an original signature.

### 3.4. Confidentiality

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

### 3.5. Freedom of Information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FoIA’) or Environmental Information Regulations (2004) (the EIR), all information submitted to the Council may in theory be disclosed in response to a request made pursuant to the FoIA or EIR.

In respect of any information submitted by an organisation that it considers being commercially sensitive, the organisation should:

* clearly identify such information as commercially sensitive;
* explain the potential implications of disclosure of such information; and
* provide an estimate of the period of time during which the organisation believes that such information will remain commercially sensitive.

Where an organisation identifies information as commercially sensitive, and even where it does not, the Council will endeavour to maintain confidentiality by assessing whether it is appropriate to apply the various exemptions available in the FoIA or EIR. Organisations should note, however, that, even where information is identified as commercially sensitive, the Council might be required to disclose such information in accordance with the FoIA or EIR. Accordingly, the Council cannot guarantee that any information marked ‘commercially sensitive’ will not be disclosed.

### 3.6. Supplier clarifications and questions

Any queries regarding this ITT or the procurement process should be submitted electronically, via the London Tenders Portal – [www.londontenders.org](http://www.londontenders.org) - no later than 10th July 2017.

Clarifications and questions can be raised through the ‘Discussion’ option, within the ITT summary page of the London Tenders Portal.

The Council will respond to all reasonable clarifications as soon as possible through a document listing Suppliers questions and the Authority’s response to them (Clarifications Log), which will be sent to all Suppliers expressing an interest in the process.

### 3.7. Submitting the ITT

Your completed tenders should be submitted no later than 21st July 2017 through the London Tenders Portal at [www.londontenders.org](http://www.londontenders.org) .

The Suppliers attention is specifically drawn to the date, time and method of submission – you should allow adequate time to submit your response via the Portal, as no submission after the specified deadline will be considered.

Submissions via the London Tenders Portal cannot be opened by the Authority until after the deadline has passed.

The Authority will contact you through the London Tenders Portal at the conclusion of this ITT process to inform you whether you have been successful.

### 3.8. Additional Information

Each Tenderer must also provide a covering letter and overall executive summary of its Tender(s) including written confirmation of no adverse recent or proposed change in its financial standing and any other information provided.

If changes subsequently occur in relation to the statements set out in the covering letter, the applicable Tenderer must promptly notify the Council of them. The Council reserves the right to disqualify any Tenderer that fails to duly notify the Council. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. Any change in the eligibility of a Tenderer must be notified immediately to the Council in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

The Authority reserves the right to cancel this procurement at any time and not proceed with the award of any contract at any stage of the procurement process.

Suppliers are solely responsible for their costs and expenses incurred in connection with the preparation and submission of their response to this ITT and all future stages of the procurement process. Under no circumstances will the Authority or any of its advisors be liable for any costs or expenses borne by the Supplier or its associated relevant organisations or any of its advisors in this process whether the Supplier is successful or otherwise.

### 3.9 Conditions of Contract

The draft Contract that the Council proposes to use is attached at schedule 7. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

### 3.10 Council's Rights

The Council reserves the right to:

* Waive or change the requirements of this ITT from time to time without prior (or any) notice being given by the Council.
* Seek clarification or documents in respect of a Tenderer's submission.
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT.
* Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest or the tender process.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
* Choose not to award any Contract as a result of the current procurement process.
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

# Schedule 2: Evaluation Process And Award Criteria

Any Contract awarded as a result of this procurement process will be awarded on the basis of the offer that is the most economically advantageous to the Authority. The Award Criteria are set out in schedule 2.

**Stage 1 – Compliance Checks**

The Councils e-procurement system, the London Tenders Portal, will log all ITT submissions upon receipt. Late submissions will not be considered.

All responses will be checked to ensure that all ‘Yes / No’ questions have been addressed and that all documents requested have been attached. In the event that a Supplier is unable to provide a positive response to any of the questions, or a suitably detailed reason as to why a positive response cannot be given, the Authority may either exclude the Supplier from further participation in the selection process or, at its discretion, may seek clarification. In the case of the latter, a failure by a Supplier to provide a satisfactory response within the deadline specified in the request for clarification may result in its exclusion from the selection process.

The compliance checking process will also determine that none of the circumstances contained within Section 2 of the Supplier Response below (Grounds for Mandatory and Discretionary Exclusion) apply and that the supplier is able to meet all of the minimum requirements (Part A: Selection Criteria). If one of the circumstances described therein does apply or the supplier is not able to meet one or more of the minimum requirements, the Authority is within its right, having considered all the relevant circumstances, to exclude the Supplier from the selection process.

The financial analysis undertaken by the Authority will use published results for Turnover to assess the capacity of the company to undertake additional contracts relative to its existing level of turnover.

**Stage 2 – Individual Evaluations**

All responses that have passed the initial compliance checks will then be issued to the evaluation panel for scoring, who will review the suppliers Part B response. It is envisaged that the panel will consist of a minimum of 3 members.

Each member of the evaluation panel will independently score each response. The scored criteria will be assessed on a using the following scale of awarding marks between 0 and 4 as detailed below;

|  |  |
| --- | --- |
| **Score** | **Score Justification** |
| **0** | **Completely unsatisfactory/unacceptable response**  No response to the question or serious deficiencies in meeting the required standards. |
| **1** | **Very Poor response**  The response significantly fails to meet the required standards, contains significant shortcomings or is inconsistent with other proposals. |
| **2** | **Poor response**  The response is partially compliant with some shortcomings in meeting the required standards. |
| **3** | **Average response**  The response is compliant and meets the basic contract standards. Any concerns are only of a minor nature. |
| **4** | **Good response**  The response is fully compliant and clearly indicates a full understanding of the contract. The required standards consistently deliver all the required contract standards. |

The formula used to calculate the weighted scores for each of the sub-criteria is the score given to each sub criteria multiplied by the weighting factor shown for that sub criteria i.e.

*(Lowest price ÷ other tendered price) × price weighting = price score.*

The Council may at this stage pose clarification questions to the Supplier, in order to assist the evaluation process. Any such clarifications will be sent via the Authority’s e-procurement system, as such Suppliers are advised to monitor the system on a regular basis.

**Stage 3 – Moderation**

Following the panels independent evaluation, moderation will take place in which each evaluators score is compared with the scores of the other evaluators and a consensus view will be taken to agree the scores to be awarded.

**Stage 4 – Evaluation Clarification meetings**

The Council reserves the right to invite all or some tenderers for a clarification meeting where required during the evaluation stage.

**Stage 5 – Price Evaluation**

Suppliers should provide an economically sound, innovative and commercially attractive proposal.

Percentage rates and/or ranges of rates will not be acceptable and submission of percentage rates and/or ranges of rates will result in the Tender being excluded.

The returned Tender must include a duly completed Course/Volume/Pricing Matrix in the format contained atSchedule 8. Financial values will be assessed by awarding the highest score 100% and the scores for the other bids will be pro-rated relative to the highest score using the following formula:(Other tender value ÷ highest tender value) x weighting.

**Stage 6 – Final selection**

The highest scoring Supplier will be identified as the preferred bidder and all Suppliers invited to tender will be notified and debriefed regarding the outcome of the evaluation process.

**Part A: Compliance Criteria**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **SECTION** | **SUB SECTION** | **CRITERIA** | **ASSESSMENT** | **SCORING** |
| 1 | 1.1 – 1.4 | Supplier Information | This section is not scored as the answers to the questions are for information only.  Suppliers may be excluded on the grounds of providing insufficient or false information.  **All sections must be completed.** | Information only |
| 2 | 2.1 – 2.3 | Professional Conduct | The Authority will exclude any Suppliers if any of the mandatory grounds for rejection apply.  The Authority is entitled to exclude any Suppliers if any of the discretionary grounds for exclusion apply.  The Authority will, in both cases, consider all the relevant circumstances, and may at its discretion allow a Supplier to proceed.  **Pass / Fail question – Suppliers failing to meet a minimum requirement threshold will be rejected.** | Pass / Fail |
| 3 | 3.1 – 3.3 | Financial Information | The Authority will exclude any Suppliers failing to meet a minimum requirement threshold.  **Pass / Fail question – Suppliers failing to meet a minimum requirement threshold will be rejected.** | Pass / Fail |
| 4 | 4.1 | Insurance | All Suppliers expressing an interest to supply the Council must have, or be able to obtain, the minimum levels of insurance cover.  **Pass / Fail question – Suppliers failing to meet a minimum requirement threshold will be rejected.** | Pass / Fail |

**Part B: Award Criteria**

The award will be based on an assessment of both quality & price.

Quality – 85%

Price – 15%

**SUPPLIERS TENDER RESPONSE**

**PART A****: Compliance Criteria**

* 1. **Supplier Information**

This part of the ITT asks for general information about your company and its bidding model, the information will not be scored however if any information is not completed it could result in your submission being rejected. You must notify the Authority if any of this information changes after you have submitted your response.

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Supplier details** | **Answer** | |
| 1.1.1 | Full name of the Supplier completing the ITT |  | |
| 1.1.2 | Registered company address |  | |
| 1.1.3 | Registered company number |  | |
| 1.1.4 | Registered charity number |  | |
| 1.1.5 | Registered VAT number |  | |
| 1.1.6 | Name of immediate parent company |  | |
| 1.1.7 | Name of ultimate parent company |  | |
| 1.1.8 | Please mark the relevant box to indicate your trading status | 1. a public limited company |  |
| 1. a limited company |  |
| 1. a limited liability partnership |  |
| 1. other partnership |  |
| 1. sole trader |  |
| 1. other (please specify) |  |
| 1.1.9 | Please mark the relevant boxes to indicate whether any of the following classifications apply to you | 1. Voluntary, Community and Social Enterprise (VCSE) |  |
| 1. Small or Medium Enterprise (SME) |  |
| 1. Sheltered workshop |  |
| 1. Public service mutual |  |

* 1. **Bidding model**

|  |  |
| --- | --- |
| Please mark the relevant box to indicate whether you are; | |
| 1. Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself. |  |
| 1. Bidding as a Prime Contractor and will use third parties to deliver some of the services.   If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes |
| 1. Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services.   If yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | Yes |
| 1. Bidding as a consortium but not proposing to create a new legal entity.   If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created.  Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | Yes  Consortium members  Lead member |
| 1. Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV).   If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. | Yes  Consortium members  Lead member  Name of Special Purpose Vehicle |

* 1. **Supplier Contact Details**

|  |  |
| --- | --- |
| Please provide Supplier contact details for any enquiries about this PQQ | |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

* 1. **Licensing and registration**

|  |  |  |
| --- | --- | --- |
| Please mark the relevant box to indicate whether; | | |
| 1.4.1 | You are registered with The Education and Skills Funding Agency as a Learning Provider with a UK Provider Reference Number.  If applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | Yes / No  If Yes, please provide the registration number; |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | Yes / No  If Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

1. **Professional Conduct**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “Yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details on a separate Appendix.

You may contact us for advice before completing this form.

**2.1 Grounds for mandatory rejection**

|  |  |  |
| --- | --- | --- |
| **Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking the relevant box.** | |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/ JHA on the fight against organised crime; |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; |  |  |
| 1. the common law offence of bribery; |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 983; |  |  |
| * 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities: |  |  |
| * 1. the offence of cheating the Revenue; |  |  |
| * 1. (the offence of conspiracy to defraud; |  |  |
| * 1. fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| * 1. fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| * 1. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| * 1. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| * 1. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| * 1. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| * 1. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed; |  |  |
| * 1. in section 41 of the Counter Terrorism Act 2008; or |  |  |
| * 1. in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002; |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004; |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003; |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009; |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive; |  |  |
| * 1. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| * 1. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |

**2.2 Non payment of taxes**

|  |  |  |
| --- | --- | --- |
|  | **Please indicate your answer by marking the relevant box.** | |
| **Yes** | **No** |
| Has it been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?  If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

**2.3 Grounds for discretionary rejection**

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (j) below

If you answer ‘Yes’ to any question, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. Evidence should be set out in a separate annex and include proof that you have paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct, and/or clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities and demonstrated that you have taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The Authority will evaluate this evidence before making a decision on whether to exclude you.

The Authority may also exclude your organisation if it becomes aware by any other appropriate means that your organisation is in any of situations mentioned below.

If you have answered “Yes” to any of the questions, please provide in a separate note, a summary of the circumstances and any measures you have taken to address the issues.

|  |  |  |
| --- | --- | --- |
| **Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking the relevant box.** | |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time; |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State; |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| 1. your organisation has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions; |  |  |
| (h) your organisation - |  |  |
| 1. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or |  |  |
| 1. has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |  |
| (i) your organisation has undertaken to - |  |  |
| 1. unduly influence the decision-making process of the contracting Authority, or |  |  |
| 1. obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
| (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 2.3 (e), the Authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question 2.3 (g), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. Supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 2.3 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self cleans” the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has;

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

1. **Financial Information**

|  |  |  |
| --- | --- | --- |
| 3.1 | Please provide one of the following to demonstrate your economic/financial standing;  Please indicate your answer with an ‘X’ in the relevant box. | |
| 1. A copy of the audited accounts for the most recent two years |  |
| 1. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation |  |
| 1. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position |  |
| 1. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |  |
| 3.2 | There are no minimum financial thresholds set within the evaluation criteria for this ITT. |  |
| 3.3 | Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?  If yes, please provide;   1. Name of the organisation 2. Relationship to the Supplier completing the ITT Ultimate / parent company accounts if available (most recent two years). 3. An indication of whether the Ultimate / parent willing to provide a guarantee if necessary? If no, would you be able to obtain a guarantee elsewhere (e.g from a bank?) | Yes / No |

1. **Insurance**

|  |  |  |
| --- | --- | --- |
| 4.1 | Please self-certify 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 (Compulsory) Liability Insurance = £5m * Public Liability Insurance = £5m * Professional Indemnity Insurance = £1m * Product Liability Insurance = £n/a   \*It is a legal requirement that all companies hold Employer’s (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders. | Yes / No |

**Part B: Professional and Technical ability**

Suppliers should note that the questions within the following section have a word limit, this is individually specified within each question. Any information provided that is in excess of the stated word limit will **not** be evaluated.

**Your responses must be relevant and specific to the requirements of this contract, please do not send marketing material.**

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 will 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 principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

**SERVICE REQUIREMENT/SPECIFICATION**

**Learners with Learning Difficulties and/or Disabilities (LLDD): Service specification schedule**

1. Learner group:

This provision is targeted at those learners aged 19+ who have a physical and / or learning impairment that requires additional support. The provision is aimed primarily at those with mild to moderate needs, although due to the nature of LLDD learners this is a difficult area to define.

We are not generally looking for provision for those with severe difficulties/disabilities but are willing to be informed by bidders.

1. Entry routes:

LBM will be responsible for the advice and guidance and enrolment of learners onto the courses.

A fee of £20.50 will be collected by LBM from learners to contribute to the cost of marketing, administration, venue costs and sundries involved in the recruitment and enrolment of learners. Providers will not be expected to charge learners any additional fees.

Resource costs charged to learners for sundry items such as ingredients, or plants / seeds, used whilst they are on their courses will be charged as follows:

Meal preparation £120.00

Catering and hospitality £60.00

Arts and crafts £10.00

Horticulture £10.00

These costs will be collected by LBM and passed on to providers. It is expected that all of the above resource costs passed to providers will be used in full by providers to supply sundries and consumables within the relevant classes.

1. Tutors and Support staff

Bidders must have appropriately qualified teaching staff to carry out the teaching, learning and assessment of our learners. Tutors must have been recruited following a safer recruitment process.

Due to the nature of the learner group, bidders must have suitably qualified teaching and learning support staff to assist learners and the tutor. Supporting staff should be allocated in relation to the needs of the learners and there should be clear guidelines of how they are assisting with the achievement of learner goals.

1. Learning objectives:

LLDD courses should be community learning, non-accredited. In all cases there will be an Individual Learning Plan (ILP) setting out the intended learning outcome/achievement for each learner.

We expect there to be a broad range of development goals for learners including personal, social, independent, English, maths, ICT and work-related skills, as appropriate.

1. Course content and scheduling:

LBM will supply the curriculum, including descriptions of course content. Bidders are expected to deliver the courses within the parameters of the course descriptors provided.

Bidders will be asked to provide planning documentation to meet the needs of the courses including schemes of work and lesson plans.

The courses will include:

* Dance
* Exercise and active leisure
* Performing arts
* Catering and hospitality – practical
* Meal preparation (mixed ability)
* Meal preparation (beginners)
* Digital photography
* Social and confidence skills eg Look Good, Feel good, Tell your Story

We would also welcome ideas for innovation and expansion to the above programmes.

We expect the courses to incorporate:

* Practical skills towards independent living
* Core communication, English and maths
* Work related skills
* Elements that lead to a sense of worthwhileness and wellbeing

The course schedule is as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| Venue | Day | AM | PM |
| High Path Community Resource Centre | Monday | Meal preparation  (mixed ability) | Meal preparation (beginners) |
| Pollards Hill Library | Wednesday |  | Look good, feel good |
| Jan Malinowski Centre (JMC) | Thursday | Dance | Performing arts |
| High Path Community Resource Centre | Friday | Catering and hospitality | Meal preparation  (mixed ability) |
| Jan Malinowski Centre (JMC) | Friday | Exercise and active leisure |  |

1. Accommodation

LBM has selected specific venues for this provision to take place and will cover the cost of these venues for the first 12 months. Current venues include:

Pollards Hill Library

High Path Community Resource Centre

Jan Malinowski Centre (JMC)

1. Learner Journey:

Bidders should set out clear processes by which they intend to manage individual learner journeys.

As a minimum this should include a clear process for the induction of learners on to the courses, and a follow up to the initial advice and guidance and enrolment process completed by LBM. The process must show how bidders plan to establish the abilities, needs and ambitions of the individual to ensure they are on and appropriate course with the right level of support. This information, for accepted learners, should inform their Individual Learning Plan (ILP), which should be used to action plan and target appropriate learning aims.

There should be regular reviews to ensure progression and to ensure that learning and support remain aligned with the initial assessment.

Where appropriate, each learning intervention should form part of a wider progression path for the learner that might span several years and we would be particularly interested to receive ideas from bidders around how longer term learning programmes might be structured and how learner progression would be monitored and planned.

Finally, we would expect bidders to set out how they would intend to transition learners from specific courses and provision. This might range from employment or work experience opportunities through to integration with mainstream adult education provision.

1. Safeguarding

We would expect any bidders to have robust safeguarding and Prevent duty processes and procedures in place to protect these particularly vulnerable learners. We would wish to see evidence of how this is currently addressed in practice by bidders.

Bidders should also demonstrate how they would ensure the security and confidentiality of learner information.

1. Budget:

£40,000, based on a maximum price of £7.00 per GLH per learner.

1. Marketing

LBM will market the courses and use their existing channels to promote courses.

1. Evaluation

|  |  |  |  |
| --- | --- | --- | --- |
| **Criterion** | **Weighting of criterion as specified in the ITT** | **Method Statements** | **Weighting as specified in ITT for final tender stage** |
| Service quality | 85% | Experience of delivering similar provision | 20% |
| Learner journey process | 20% |
| Quality Assurance | 20% |
| Safeguarding and Prevent processes | 20% |
| Innovation and added value | 5% |
| Financial value | 15% | Each tenderers submitted total price for providing this service must be based on a maximum price of £7.00 per GLH, per learner  Volumes of unique learners proposed | 15% |

**Method Statement 1: Relevant experience and contract examples**

2000 word limit

Please provide details of up to three contracts, in any combination from either the public or private sector, that are relevant to the Authority’s requirement. Contracts for supplies or services should have been performed during the past three years.

The named customer contact provided should be prepared to provide written evidence to the Authority to confirm the accuracy of the information provided below.

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 will 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 principal intended provider(s) or sub-contractor(s) who will deliver the supplies and services.

Please provide details of three contracts in the last three years that the Tenderer has been awarded for the provision of requirements similar to those set out in the Service Specification.

|  |  |  |  |
| --- | --- | --- | --- |
| Referee name and address | Contact name, telephone number and email address | Date contract awarded and start and finish dates | Contract reference, brief description of requirements undertaken and contract value |
|  |  |  |  |

|  |
| --- |
| **Method statement 2: Learner Journey process (2000 word limit)**  Describe your proposed processes for the learner journey including induction, individual learning planning and progression |
| **Response:** |

|  |
| --- |
| **Method statement 3: Quality Assurance (2000 word limit)**  Please provide details of any Quality Assurance systems operated by the Tenderer |
| **Response:** |

|  |
| --- |
| **Method statement 4: Safeguarding and Prevent duty processes (2000 word limit)**  Describe the activities and methods in place to ensure learners enjoy their learning in a safe environment, and how you are helping learners become more resilient and understand British values. |
| **Response:** |

|  |
| --- |
| **Method statement 5: Innovation and added value (1000 word limit)**  Bidders are invited to set out any proposals around how the delivery of LLDD services might be improved through innovation and what they, as provider, may be able to offer in added value. This might include more enrichment activities, integration with other provision, links with employers, partnership development, etc. |
| **Response:** |

**Financial value:**

|  |  |
| --- | --- |
| Price | £ (total cost) |
| Annual volume of unique learners proposed |  |

# Schedule 3- Form of Tender

For the provision of the [ ] for the London Borough of Merton [(“the Service/ Works”)]

To: **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF MERTON**

I/We\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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carrying on business at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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hereby tender and undertake to execute and complete all the [Service/Works] required to be performed in accordance with the Instructions for Tendering, Form of Agreement, Specification and any other ancillary documents, schedules and appendices referred to in all or any of these at the rates and prices contained in the [Pricing Schedule].

**Acceptance**

I/We agree that the insertion by me/us of any conditions qualifying this tender or any unauthorised alteration to any of the tender documents, or the failure to complete any part thereof shall not affect the Form of Agreement and may cause the tender to be rejected.

Unless and/or until a formal agreement is prepared and executed, this tender together with your acceptance thereof in writing, shall constitute a binding Contract between us.

I/We understand that you are not bound to accept the lowest or any tender you may receive.

I/We agree that this tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of [ ] from this date.

##### **Contract**

And I/We further undertake to execute and return to you a contract in the form annexed hereto and be prepared at your expense for the proper and complete fulfilment of the Service.

##### **Provision of Executed Documents**

I/We acknowledge that the failure to comply with our undertakings to provide the executed contract by the due date [add date]:

1. may result in the commencement date being postponed or the cancellation of the award of the contract; and
2. will result in no payments becoming due from the Council until fourteen days after all the due documents are so properly provided.

**Certification**

I/We certify that the details of this tender have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person.

I/We certify that this is a bona fide tender and that I/we have not done and I/we undertake that I/we will not do at any time up to the time and date for submission of tenders, any of the following acts:-

1. communicating to any person the amount or approximate amount of the proposed tender, except as provided in paragraph [ ] of the Instructions for Tendering;
2. entering into an agreement or arrangement with any other person that he/she/it shall refrain from tendering or as to the amount of any tender to be submitted;
3. offering or paying or giving or agreeing to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or causing to be done or having done any of the above acts in relation to this tender or any other tender with the Council.

**Non-Collusion**

The undersigned certifies under the penalties of perjury that this tender has been made in good faith and without collusion or fraud with any other person. As used in this certifica­tion, the word "person" includes any person and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We acknowledge that the London Borough of Merton will be entitled to cancel this Contract and recover from us the amount of any loss resulting from such cancellation if we or our representative (whether with or without our knowledge) shall have practised collusion in tendering for this contract or shall have employed any corrupt or illegal practices either in the obtaining or execution of this Contract.

**Equality**

I/We hereby declare that I/we do not practise any form of discrimination on the grounds of disability, marital status, race, religion or belief, sex, age, sexual orientation, gender reassignment, maternity and paternity in accordance with current legislation, and if my/our tender is accepted I/we will enter into a contract with the Council containing a clause prohibiting such discriminations.

**Ineffectiveness**

In the event that the Contract is awarded to me/us and following execution of that Contract a court of competent jurisdiction declares the Contract ineffective in accordance with the Public Contracts Regulations 2009 the I/We hereby agree that:

the Contract and any corresponding licence or lease granted to me/us for the purposes of carrying out the [Services/Works], will be terminated in writing by either party with immediate effect by mutual agreement;

I/We will immediately cease the provision of the [Services/Works];

I/We will remove all my/our Staff and/or Equipment from the Council’s premises;

I/We will return any documents provided to me/us by the Council for the purposes of the Contract;

any Intellectual Property created by the Contractor for the purposes of the Contract shall vest in and become the property of the Council

I/We will agree with the Council the amount which is due to me/us for the provision of the [Services/Works] up to and including the date of the declaration and I/We will not claim for any damages, costs, loss of earnings, profit from the Council. Upon agreement of such sum due I/We hereby agree to issue an itemised VAT invoice for such sum to the Council for payment within [ ] Working Days. In the event that an agreement as to amount is not reached within [ ] Working Days, this will be referred to dispute resolution in accordance with Clause 34] of the terms and conditions of contract attached to the tender documentation.

**Severability**

Each of the provisions of this Form of Tender is severable. If any such provision or any part of such provision is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity or enforceability in that jurisdiction of the remaining provisions of this Form of Tender or the remaining parts of that provision shall not in any way be affected or impaired thereby.

The word “person” includes any persons and any body or association, corporate or unincorporated; and “any agreement or arrangements” includes any such transaction, formal or informal and whether legally binding or not.

Tenderer’s Signature(s)

1

2

Print names(s) in full

1

2

Position in firm

1

2

Date

Name and Address of Firm

Where the tenderer is an incorporated association either two duly authorised directors or the company secretary and a duly authorised director should sign. In the case of a partnership at least two duly authorised partners should sign. In the case of an individual the proprietor should sign.

**Tender submission**

Tenders must be submitted in accordance with paragraph [ of the Instructions for Tendering. Tenderers should also ensure that they have:

* answered all the questions appropriate to their tender.
* Enclosed all relevant documents (please refer to paragraph [ ] of the Instructions for Tendering)
* Signed the Form of Tender correctly
* Taken a copy of their tender in case of further queries from the Council.

# Schedule 4: Non Collusive Tender and Declaration of Interest

**Non-Collusive Tender**

I/We certify that we have submitted a bona fide tender and that we will not fix or adjust the amount of any tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we will not at any time before the hour and date specified for the return of the tenders;

a) communicate to any person the amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender.

b)) enter into any agreement or arrangement with any other person, whether that s/he shall refrain from tendering on this or any other contract, or as to the amount of any tender to be submitted or any other reason amounting to price-fixing or membership of a cartel.

c) offer to pay or give or agree to pay or give any sum of money or any consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for this or any other contract or any act or thing of the sort described above.

d)In this declaration, the word ‘person’ includes any persons or anybody or association, corporate or incorporate, and any agreement or arrangement includes any such transaction, formal or informal, whether legally binding or not.

**Declaration of Interest**

|  |  |
| --- | --- |
| **FOR EACH OF THE FOLLOWING,** please state whether yourself, other Directors, Partners or any staff have been or are currently: | **Answer** |
| Employed by the London Borough of Merton | Yes / No  If Yes, please provide additional details within this box |
| A Councillor at the London Borough of Merton | Yes / No  If Yes, please provide additional details within this box |
| In any actual or perceived conflict of interest that may arise as a result of participating in this procurement process | Yes / No  If Yes, please provide additional details within this box |

You may answer on a separate sheet if you require more space. If not applicable please write N/A for the above 3 questions.

# Schedule 5: Commercially sensitive information

I declare that I wish the following information to be designated as Commercially Sensitive and is appended to the Contract at Schedule [NUMBER].

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is [until award of contract **OR** during the period of the contract **OR** for a period of [NUMBER] years until [MONTH], [YEAR]].

|  |
| --- |
|  |

# Schedule 6: Signatures

I/We the undersigned have read and agreed to the aforementioned declarations and agreements directly associated with the requirements contained within this ITT document.

|  |  |
| --- | --- |
| **SIGNED BY THE TENDERER (Authorised Person)** | |
| Signature |  |
| Name |  |
| Role in organisation |  |
| Date |  |

|  |  |
| --- | --- |
| **WITNESS** |  |
| Signature |  |
| Name |  |
| Address |  |
| Occupation |  |
| Date |  |

# Schedule 7: Contract Terms and Conditions

# Schedule 8: Course/Volume/Pricing Matrix

Provided separately