**Appendix 4**

**Guidance and Response Document**

**for**

**Alternative Education Provision**

**Tender**

|  |  |  |
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1. **SUBMISSION CHECKLIST**

Tenderers should read all the documents forming this Invitation to Tender carefully. The table below provides details of all the documents, which must be completed, signed and included in the Tenderers Final submission:

|  |  |  |  |
| --- | --- | --- | --- |
| **Action Point** | **Action** | **Document Reference** | **Completed and Signed** |
| 1 | **Completed Suitability Assessment**  | **Appendix 1** |  |
| 2 | **Completed Method Statement Responses** | **Appendix** **5 & 6**  |  |
| 3 | **Completed Pricing Schedule** | **Appendix 3** |  |
| 4 | **Fairer Future Procurement Framework (FFPF)** - completed and signed  | **Appendix 4** |  |
| 5 | **Form of Tender** - completed and signed for all lots bidding for.  | **Appendix 4** |  |
| 6 | **Certificate of Non-Collusion, Non-Canvassing Certificate and Conflict of Interest Certificate** - completed and signed | **Appendix 4** |  |
| 7 | **Offences Certificate** - completed and signed | **Appendix 4** |  |
| 8 | **Parent Company Guarantee Undertaking** – completed and signed (if applicable) | **Appendix 4** |  |
| 9 | **Confidentiality Undertaking** – completed and signed | **Appendix 4** |  |
| **Supporting documents to be supplied by the Tenderer** |
| 10  | Such further details or information reasonably requested by the Council.  |

**Tenderers are required to sign this document stating they have checked all documents before submitting their Tender.**

**FOR AND ON BEHALF OF [ )**

Signed by:

Full name (capitals):



Position:

Date:

1. **GUIDANCE AND INSTRUCTIONS FOR TENDER**
	1. The quality and price evaluation process requires Tenderers to produce a response to each of the questions listed in appendices 3, 5 and 6. These responses relate to the Service Specification for the Southwark Alternative Education Provision the Council is seeking to procure in line with the Conditions of Contract (Volume 3).
	2. Tenderers must ensure every response incorporates the aims, vision and outcomes for this Project as detailed in Service Specification and the Conditions of Contract and other documentation in this Tender Pack.
	3. Tenderers must ensure that they respond to all questions fully. Tenderers should not assume that the Council knows their company and/or their capabilities. Evaluation will be based on what is written in the submission.
	4. Some questions are made up of several parts. Tenderers must respond to each part of the question in full.
	5. Tenderers must ensure that they provide in their proposal examples of their knowledge and skills, using examples where appropriate. Tenderers need to provide enough information for the evaluators to judge their suitability to provide the contract for Alternative Education Provision.
	6. Once Tenderers have completed all questions, they must read through them again to check that the answers are accurate and that they have answered each question as fully as possible. It is suggested that Tenderers use the list of questions as a reference, ticking off each topic as they read through their answers, which will help ensure all questions are answered. Please note that some questions include specific areas that Tenderers should address in their answers and Tenderers shall be evaluated on this basis.
	7. Please contact the Council through ProContract3, the Council’s e-procurement portal, to clarify any points that are unclear as detailed in Section 1 Invitation to Tender.
2. **METHOD STATEMENT Response/DELIVERY PROPOSALS (100%)**

**INTRODUCTION**

1. Tenderers are required to submit method statements demonstrating how specific elements of the service, as defined in the Service Specification and Terms and Conditions, will be delivered.
2. Tenderers are required to submit a response to all questions using the appendices provided for Generic responses (Appendix 5) and Lot Specific (Appendix 6). Failure to do this may result in a response not being taken into account.
3. Tenderers are required to submit a response to the Generic method statement and a response to each of the Lots they are applying to join, for example:

*Tenderer A – is submitting a tender for Lot 2, Lot 3 and Lot 4. They are required to submit one Generic method statement and three Lot specific method statements for each of the lots they are tendering for. Their score for the Generic method statement will form part of their overall score for each Lot should they pass the quality threshold.*

1. Before submitting the method statements, Tenderers should ensure that they have:
	* 1. Answered all questions in the space provided within the Method Statement Response Template. If it is not clear to which method statement any part of their response relates to, a score may not be awarded.
		2. Ensured that they have answered questions within the maximum word limit allocation stated for each method statement. Tenderers may make use of supporting documents (appendices to questions) only where truly relevant and appropriate. Any appendix that is judged to be essentially the continuation of a question, and therefore a circumvention of the word limit, will be rejected and ignored.
		3. Enclosed all relevant documents and clearly referenced them to correspond with the method statement(s) and any sub-section(s) to which they relate. Cross-referencing to other method statement responses is not permitted.
2. Each method statement response will be scored between 0 and 5 as per Table 1 in this document.
3. The method statement scores will form the overall quality score, the maximum score for the Alternative Education Provision method statements is 100 points.

**Table 1: Method Statements Scoring Matrix**

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Interpretation** |
| Excellent response | 5 | A response which shows how the service can comprehensively be taken to the next level in terms of exceeding our requirements as detailed in the tender documents and service specification and/or offering significant added value to the Council’s overall strategic requirements and objectives.  |
| Very Good response | 4 | A response which shows that the Tenderer demonstrates an understanding of our requirements as detailed in the tender documents and service specification and has a credible methodology to deliver the service alongside a clear process and plan to deliver additional benefits and deliver value.  |
| Good response | 3 | A response which shows that the Tenderer demonstrates an understanding of our requirements as detailed in the tender documents and service specification has a credible methodology to deliver the service and could evolve into additional benefits.  |
| Satisfactory response | 2 | A response which is capable of meeting our requirements as detailed in the tender documents and service specification but is unlikely to go beyond this. |
| Unsatisfactory response  | 1 | Although the Tenderer does demonstrate an understanding of our requirements as detailed in the tender documents and service specification there are some major risks or omissions in relation to the proposed solution to deliver the service and we would not be confident of our requirements being met. |
| Cannot be scored | 0 | No information provided or incapable of being taken forward either because the Tenderer does not demonstrate an understanding of our requirements as detailed in the tender documents and service specification or because the solution is incapable of meeting our requirements. |

**Table 2: Qualitative Evaluation – Method Statement Weightings**

Tenderers method statement responses shall be evaluated in line with the following criteria:

|  |  |
| --- | --- |
| **Method Statement** | **Combined Weighting** |
| Generic | 65% |
| Lot Specific | 35% |
| **Total** | **100%** |

|  |  |  |  |
| --- | --- | --- | --- |
| **Method Statement:** **Generic** | **Sub Weighting** | **Minimum Score** | **Word Count** |
| 1. Workforce
 | 6% |  | 1000 |
| 1. Safeguarding
 | 10% | 3 | 1500 |
| 1. Equality and Diversity
 | 10% | 3 | 1500 |
| 1. Partnership Working
 | 8% |  | 1000 |
| 1. Social Value
 | 15% | 3 | 1500 |
| 1. Mobilisation
 | 6% |  | 1000 |
| 1. Continuity of Support
 | 10% | 3 | 1500 |
| **Total Weighting: Generic**  | **65%** |  |  |

1. **Lot 1 - Primary – Key Stage 1 & 2**

|  |  |  |  |
| --- | --- | --- | --- |
| **Method Statement: Lot Specific** | **Sub Weighting (excl SEND)** | **Sub Weighting****(incl SEND)** | **Maximum Word Count** |
| 1. Service Delivery 1a
 | 15% | 15% | 1500 |
| 1. Service Delivery 1b
 | 10% | 8% | 1000 |
| 1. Service Delivery 1c
 | 10% | 7% | 1000 |
| 1. Service Delivery 1d (SEND providers only)
 | n/a | 5% | 1000 |
| **Total Weighting: Lot 1** | **35%** | **35%** |  |

1. **Lot 2 - Secondary – Key Stage 3 & 4**

|  |  |  |  |
| --- | --- | --- | --- |
| **Method Statement: Lot Specific** | **Sub Weighting (excl SEND)** | **Sub Weighting****(incl SEND)** | **Maximum Word Count** |
| 1. Service Delivery 2a
 | 15% | 15% | 1500 |
| 1. Service Delivery 2b
 | 10% | 8% | 1000 |
| 1. Service Delivery 2c
 | 10% | 7% | 1000 |
| 1. Service Delivery 2d (SEND providers only)
 | n/a | 5% | 1000 |
| **Total Weighting: Lot 2** | **35%** | **35%** |  |

1. **Lot 3 - English as an Additional Language (EAL)**

|  |  |  |
| --- | --- | --- |
| **Method Statement: Lot Specific** | **Sub Weighting** | **Maximum Word Count** |
| 1. Service Delivery 3a
 | 14% | 1500 |
| 1. Service Delivery 3b
 | 14% | 1500 |
| 1. Service Delivery 3c
 | 7% | 1000 |
| **Total Weighting: Lot 3** | **35%** |  |

1. **Lot 4 – Online Provision**

|  |  |  |
| --- | --- | --- |
| **Method Statement: Lot Specific** | **Sub Weighting** | **Maximum Word Count** |
| 1. Service Delivery 4a
 | 12% | 1500 |
| 1. Service Delivery 4b
 | 5% | 1000 |
| 1. Service Delivery 4c
 | 6% | 1000 |
| 1. Service Delivery 4d
 | 12% | 1500 |
| **Total Weighting: Lot 4** | **35%** |  |

1. **PRICING SCHEDULE RESPONSE**
	1. Tenderers are required to fill in Appendix 3 – Pricing Schedule. For Alternative Education Provision, some of the Lots stipulate floor and ceiling rates as set out in the Table below:

**Hourly Ceiling Rates**

|  |  |  |  |
| --- | --- | --- | --- |
| **LOT**  | **Provision Type** | **Floor** **(cost per hour)** | **Ceiling (cost per hour)** |
| **LOT 1****(KS 1 & 2)**  | 1a - One to One | n/a | £45 |
| 1b - Small Group | n/a | £35 |
| 1c - SEND One to One | n/a | £50 |
| 1d - SEND Group | n/a | £45 |
| **LOT 2****(KS 3 & 4)**  | 2a - One to One | n/a | £45 |
| 2b - Small Group | n/a | £35 |
| 2c - SEND One to One  | n/a | £50 |
| 2d - SEND Group | n/a | £45 |
| **LOT 3** | EAL | n/a | £45 |
| **LOT 4**  | Online (Pay as you Go)  | £27 | £47  |

**Annual Floor and Ceiling Rates**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **LOT** | **Provision Type** | **Accreditation** | **Floor** | **Ceiling** |
| **LOT 4****(Online)** | Online (Annual)  | GCSE/Functional Skills | £800 | £1,000 |
| A Level | £1,000 | £1,200 |

* 1. Where stipulated tenderers are required to submit prices between the floor and ceiling rates. Tenderers that submit prices outside of the stipulated floor and/or ceiling rate will be excluded from the tender process.
	2. The price provided by Tenderers shall be fixed for the duration of the contract.
1. **FAIRER FUTURE PROCUREMENT FRAMEWORK (FFPF)**

**Fairer Future Procurement Framework**

As part of the council’s Fairer Future Procurement Framework, any organisation bidding for contracts of £100k or more shall confirm that they have or will receive the following if they are successfully awarded a contract. Full details of the FFPF and policy can be found at:

<https://www.southwark.gov.uk/business/procurement/policy-and-guidance-for-procurement>

The Contractor shall, prior to commencement of the contract:

1. Complete the Mayor’s Good Work Standard Foundation Test (and is encouraged to seek accreditation levels later).
2. Commit to signing Unison’s End Violence at Work Charter.
3. Have a clear policy on a zero-tolerance approach to all forms of discrimination, harassment and bullying at work. Contractor’s employees can also raise concerns through the council’s whistleblowing policy.

Contractors will:

1. Voluntarily report and publish its gender pay gap information (if there are more than 50 employees but under 250 employees), unless doing so would lead to the disclosure of pay information on individuals. Contractors with more than 250 employees are also requested to develop action plans to reduce any gap and tackle diversity and inclusion challenges throughout all levels and areas of their organisation.
2. Voluntarily report and publish its ethnicity pay gap information, (if there are more than 50 employees) where data allows for statistical significance. Contractors with more than 250 employees are also requested to develop action plans to reduce any gap and tackle diversity and inclusion challenges throughout all levels and areas of their organisation.
3. Comply with any reasonable request from the Council to provide action plans around undertaking any organisational and supply chain changes to address issues where legislation does not directly apply.
4. The Contractor shall commit to trade union recognition or a timetable to work towards recognition where this does not already exist and work with relevant trade union/s and have agreed collective consultation and bargaining arrangements if requested by the workforce.
5. Provide all workers, free of charge, with all equipment necessary to provide the contract works, including safety equipment and any required uniform.

They will also be encouraged to:

1. Work towards accreditation under the London Healthy Workplace Award.
2. *(For construction contracts only*) Be encouraged to adopt and demonstrate appropriate Fair Work practices as set out in the Unite Construction Charter within their organisation and their supply chain.

We confirm that we have read the above and will comply with paragraphs 1-8

Company name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **FORM OF TENDER**

**FORM OF TENDER**

**To: The Mayor and Burgesses of the London Borough of Southwark**

**The Project: Alternative Education Provision**

**I/We** ............................................................................................……......................……….

of:..........................................……………........................………...........................................

…………………………………………………………………………......................…………….

……………………………………………………………………………......................……….....

Having examined and understood the Tender Documents issued in connection with the Project, offer to carry out *[the Service]* *[the Lot selected* below*]* in accordance with the Tender Documents for the *[sum of / rates specified in the Pricing Schedule]*:

£………………………....................(*add words*)*……*……………………..……........................

……………………………………………........…………………………………...........................

A detailed breakdown of that sum is included in Appendix 3 – Pricing Schedule.

In consideration of being invited to submit this tender, we agree that the offer set out in this Form of Tender is an unconditional and irrevocable offer by us which is capable of being accepted by you. Unless and until a formal binding agreement is executed, this Tender together with your written acceptance shall constitute a binding contract between us.

I/We agree that this Tender shall remain open to be accepted by the Authority and will only be withdrawn as detailed in paragraph 5.18 of the Conditions of Tendering.

I/We warrant and undertake to you in the terms set out in the Conditions of Tendering.

I/We agree that the insertion by me/us of any conditions qualifying this Tender or any unauthorised alteration to the Tender documents will not bind the Authority and may cause our Tender to be rejected.

In this Form of Tender words and expressions shall have the same meanings as are assigned to them in the Conditions of Contract.

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

Please indicate if currently, or within the last three years, you have, or have been, a party to any scheme or arrangement under which a blacklist (as defined by the Employment Relations Act 1999 (Blacklists) Regulations 2010) operates:

* YES
* NO

Any Tenderer that answers “Yes” must provide in a separate Appendix a summary of the circumstances and any remedial action that has taken place to effectively “self clean” the situation referred to in that paragraph to the satisfaction of the Authority. The Tenderer 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 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 Tenderer shall be evaluated by the Authority taking into account the gravity and particular circumstances of the offence or misconduct. If such evidence is considered by the Authority (whose decision shall be final) as sufficient, the Tenderer concerned shall be allowed to continue in the procurement process. Where the measures are considered by the Authority to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

Dated:.........................................................................................................................................

***Where the Tenderer is a company:***

|  |  |
| --- | --- |
| Signature (1) | (Position) |
| Signature (2) | (Position) |
| for and on behalf of Company Name and registered office address |

***Where the Tenderer is a partnership:***

|  |  |
| --- | --- |
| Signature (1) | Authorised Partner |
| Signature (2) | Authorised Partner |
| for and on behalf of Partnership Name and address: |

 ***Where the Tenderer is an individual:***

|  |
| --- |
| Signature  |
| Name and address: |

1. **CERTIFICATE OF NON-COLLUSION**

**CERTIFICATE OF NON-COLLUSION, NON-CANVASSING CERTIFICATE AND CONFLICT OF INTEREST CERTIFICATE**

**To The London Borough of Southwark (“the Authority”)**

**TENDER FOR Alternative Education Provision**

**Non-collusion:**

We agree that the essence of selective tendering is that the Authority shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do at any time before the returnable date for this tender any of the following acts:-

1. Communicate to a person other than the person calling for these tenders the amount, or approximate amount of the proposed tender.

2. Enter into any agreement or arrangement with any other person that (s)he shall refrain from tendering or as to the amount of any tender to be submitted.

3. Offer or pay or give or agree to pay or give any sum or money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the work any act or things of the sort described above.

4. ***[Choose one option and delete as appropriate]***

(a) We further confirm that we have not conducted behaviour that is anti-competitive or restrictive within the meaning of the Competition Act 1998 (or equivalent national legislation in the country in which we are registered)

**OR**

 (b) We confirm that we have been found by a court, tribunal or competent body to have been party to or guilty of behaviour that is anti-competitive or restrictive within the meaning of the Competition Act 1998 (or equivalent national legislation in the country in which we are registered) and set out brief details below:

…………………………………………………………………………………………….

…………………………………………………………………………………………….

…………………………………………………………………………………………….

and we confirm that we have taken steps to ensure that this conduct is not repeated and are prepared to demonstrate to your satisfaction that this is the case. We warrant and undertake that we have not nor will we conduct any anti-competitive behaviour in this procurement.

5. We warrant and undertake that we have not nor will we conduct any anti-competitive behaviour during this procurement.

6. We understand that in this Certificate the word ‘person’ includes any persons and anybody or association, corporate or unincorporated and ‘any agreement or arrangement’ includes any such transaction, formal or informal and whether legally binding or not.

**Non-canvassing:**

We hereby certify that we have not canvassed or solicited any officer or employee of the Authority in connection with the award of the contract and that no person employed by us or action on our behalf has done any such act.

We hereby further undertake that we will not in the future canvass or solicit any officer or employee of the Authority in connection with the award of the contract and that no person employed by us or acting on our behalf will do any such act.

**Conflict of interest statement:**

The Authority must ensure that it does not contravene Schedule 1, Part 1 of the Housing Act 1996, i.e. the Authority may not make a payment or grant a benefit to a Committee or Board Member, Officer or Employee of the Authority save and except in certain specified circumstances. The Authority therefore requires tenderers to answer the following questions:

1. Has any Director, Partner or Associate been an employee of the Authority within the last five years?

 YES/NO (If yes please give details)

2. Please state if any Director, Partner or Associate has a relative(s) who is an officer or an employee of the Authority at a senior level or is a Cabinet Member or Councillor of Authority.

 YES/NO (If yes please give details)

3. Please state if any Directors, Partners or Associates of your firm have any involvement in other firms who provide or have provided services to the Authority.

YES/NO (If yes please give details)

4. Is any Director, Partner or Manager an existing Resident or Leaseholder of the Authority?

 YES/NO (If yes please give details)

Signed…………………………………………………………………………………………….

Name……………………………………………………………………………………………..

Position in Organisation *(i.e. Director or Partner)*……………………………………….......

For and behalf of………………………………………………………………………………..

…………………………………………………………………………………………………….

Address: *(In the case of a Limited Company, the Registered Office)*

…………………………………………………………………………………………………….

…………………………………………………………………………………………………….

…………………………………………………………………………………………………….

Date………………………………………………………………………………………………

1. **OFFENCES CERTIFICATE**

**OFFENCES CERTIFICATE**

**To The London Borough of Southwark (‘the Authority’)**

**TENDER FOR Alternative Education Provision**

OPTION A:

We ***[ ]***do hereby certify that we (or a member of our administrative, management or supervisory body or a person who has powers of representation, decision or control over us) have not been convicted of any offence referred to in Regulation 57 of the Public Contracts Regulations 2015, within the last five years, namely:

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 Authority Framework Decision 2008/841/JHA on the fight against organise crime;
2. 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, where the offence relates to active corruption;
3. the common law offence of bribery;
4. bribery within the meaning of section 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;
5. 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:-
6. the common law offence of cheating the Revenue;
7. the common law offence of conspiracy to defraud;
8. 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;
9. 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;
10. 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;
11. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
12. 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;
13. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
14. 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 to use in fraud within the meaning of section 7 of that Act;
15. any offence listed –
16. in section 41 of the Counter Terrorism Act 2008; or
17. in Schedule 2 to that Act where the court has determined that there is a terrorist connection.
18. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
19. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
20. 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;
21. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
22. an offence under section 59A of the Sexual Offences Act 2003;
23. an offence under section 71 of the Coroners and Justice Act 2009;
24. 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;
25. an offence under section 2 or 4 of the Modern Slavery Act 2015
26. any other offence within the meaning of Article 57(1) of the Public Contracts Directive:
27. as defined by the law of any jurisdiction outside England and Wales and Nothern Ireland; or
28. Created, after the day on which the Public Contracts Regulations were made, in the law of England and Wales or Northern Ireland.

We do hereby further undertake that we will notify the Authority if we are convicted of any such offence during the procurement procedure.

We do hereby further certify that:

1. we are not in breach of our obligations relating to the payment or taxes or social security contributions, such breach having been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom;
2. we are not in (and have not been in for the last three years) one of the situations referred to in Regulation 57(8) of the Public Contracts Regulations 2015;
3. we are not in breach of the requirements under Regulation 3(1) of the Employment Relations Act 1999 (Blacklisting) Regulations 2010;

Signed………………………………………………………………….......................…………..

Authorised Signatory

Name………………………………………………………….........................…………………..

Position in Organisation *(i.e. Director or Partner)*…….........................................................

For and on behalf of………………………………........................……………………………..

Address: *(In the case of a Limited Company, the Registered Office)*

………………………………………………………………..............…………………………….

……………………………………………………………...............………………………………

…………………………………………………………......................……………………………

Date…………………………………………………….......................…………………...……..

1. **PARENT COMPANY GUARANTEE UNDERTAKING**

**PARENT COMPANY GUARANTEE UNDERTAKING**

***to be completed and returned with the Form of Tender*** *(if applicable)*

**To the Mayor and Burgesses of the London Borough of Southwark**

We [ ] being the ultimate holding company of our subsidiary company [*Tenderer*] unconditionally and irrevocably undertake that if the Form of Tender submitted by [*Tenderer*] is accepted by you, we shall forthwith upon request properly execute and deliver to you a Deed of Guarantee and Indemnity in the Authority’s prescribed form, but subject to the insertion of such details and the making of such revisions as the Authority may reasonably require in the light of the terms and the nature and effect of the contract made by your acceptance.

Dated…………………………………………………………………………………………………….

The Common Seal of

[ ]

 was hereunto affixed in the presence of:

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

1. **CONFIDENTIALITY UNDERTAKING**

**REQUEST FOR INFORMATION AND UNDERTAKING AS TO CONFIDENTIALITY IN RELATION TO THE TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006**

**To The London Borough of Southwark**

**TENDER FOR Alternative Education Provision**

We hereby request information relating to the terms and conditions of staff carrying out work being tendered and undertake in consideration of our participation in this tender process and the sum of one peppercorn receipt of which is hereby acknowledged:

1. to hold all information relating to staff that is disclosed to us in strict confidence, to use it only for preparing a tender for the above contract and not to disclose it to any agent, associated company, professional adviser or employee except where it is necessary for them to have such information to allow the tender to be prepared and who have signed an undertaking in the same terms;
2. to provide, with our Tender, information as to any measures we intend to take in respect of such staff should they be transferred to our employment by reason of the Transfer of Undertakings (Protection of Employment) Regulations 2006; and
3. to comply with all consultation requirements detailed in the Transfer of Undertakings (Protection of Employment) Regulations 2006.

Signed…………………………………………………………………………………...................

Name………………………………………………………………………….........................…..

Position in Organisation (i.e. Director or Partner)………………………………………………

For and behalf of…………………………………………………………………………………..

Address: *(In the case of a Limited Company, the Registered Office)*

…………………………………………………………………………......................……………

…………………………………………………………………………......................……………

…………………………………………………………………………......................……………

Date…………………………………………………………………….......................…………..