

Children and Young People's Directorate

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# Children and Young People's Advocacy Service

## Invitation to Tender (ITT)

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January 2020





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# Children and Young People's Directorate

## Children and Young People's Advocacy Service

### Invitation to Tender

#### **1. INTRODUCTION**

- 1.1 Lewisham Council (the Council) invites you to submit a Tender for the delivery of the Specification for a Children and Young People's Advocacy Service on the terms and conditions set out in this invitation to tender (ITT) and the attached Contract Documentation.
- 1.2 The words and expressions contained in these Instructions for Tendering have the same meaning that is given to them in the Conditions of Contract and the Service Specification.
- 1.3 The Conditions of Contract to be used will be the Council's Conditions of Contract, a copy of which is included in the tender pack.
- 1.4 The contract will be between the successful Tenderer and the Council for the period of two years with an option to extend for a period of up to 2 further years at the Council's discretion.

#### **2. BACKGROUND & REQUIREMENTS**

- 2.1. Support for vulnerable children and young people forms a key part of the Council's Corporate Strategy and the Children and Young People's Plan.
- 2.2. Advocacy is about empowering children and young people to make sure that their views and wishes are heard at all times and represented in decision making processes. Our vision is that all children and young people in Lewisham feel listened to and empowered, have choice and control over their support, and have their rights upheld. Furthermore,



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the views put forward by children and young people should inform the development of our services.

- 2.3. The commissioned Children and Young People's Advocacy Service is currently delivered by Coram Voice. The new service will provide time-limited information, support and representation from independent advocates, to support children and young people when decisions are made about their lives, or when they wish to raise a concern about a service they have received from LB Lewisham.
- 2.4. It is expected that the successful tenderer will begin provision of the Children and Young People's Advocacy Service on 1<sup>st</sup> January 2020. This agreement is for a period of two (2) years, with the possibility of extensions totalling up to an additional two years, at the Council's discretion.

### 3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

- 3.1 You must ensure that you are familiar with the content of and the extent and nature of your obligations as outlined in the Contract Documents and you will be deemed to have done so before submitting a Tender.
- 3.2 You are responsible for obtaining all information necessary for preparing your Tender. All costs, expenses and liabilities incurred in connection with preparing and submitting a Tender and, in the case of acceptance of the Tender by the Council, in connection with the execution of the Contract, shall be borne by the Tenderer.
- 3.3 You may request any information or raise any query in connection with the Tender Documentation, including the terms and conditions of Contract, by written communication to the Council via the London Tenders Portal received at any time up to **noon on Monday 2<sup>nd</sup> September 2019**. This is the Clarification deadline.
- 3.4 The Council will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Council's response to them on the e-tendering portal (Clarifications Log). If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.
- 3.5 If you have difficulty in complying with any specific provisions of the Tender Documentation you should provide to the Council all information and evidence via the London Tenders Portal, concerning such difficulty.
- 3.6 The Council may at its discretion consider the difficulty of making such amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Contract Documents or any rights or powers of the Council under the Contract. No such explanation, information, waiver or amendment shall be binding upon the Council



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unless made in writing and signed by the Executive Director for Resources and Regeneration. Any such explanation, information, waiver or amendment so provided shall be made available to all other Tenderers.

- 3.7 The Council may exclude from consideration any tender which is not submitted in full compliance with the instructions contained in this ITT. The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenders will be evaluated on the basis of information submitted by the Deadline.
- 3.8 The Contract Documents will remain the property of the Council and shall be returned with the Tender, or if no Tender is submitted, upon demand.
- 3.9 All information supplied by the Council in connection with this Invitation to Tender must be treated as confidential, except where such information is disclosed for the purposes of obtaining any Bond Undertaking or quotations from proposed sub-contractors and other information required to be submitted with the Tender.
- 3.10 Information supplied by the Council (whether in these Tender Documents or otherwise) is supplied for general guidance in the preparation of the Tender. You must satisfy yourself by your own investigation with regard to the accuracy of any such information and the Council accepts no responsibility for any inaccurate information obtained by you.
- 3.11 The Contract will be on the Terms and Conditions set out in the Tender Pack. The Council will not enter into any negotiations whatsoever on the Terms and Conditions of Contract after submission of tenders. It is therefore necessary for you to read the Terms and Conditions carefully and to take any advice you need before you formulate your tender. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment. Any tenderer who attempts to negotiate changes to the Terms and Conditions of Contract after the latest date for submission of tenders will immediately be eliminated from the competition.
- 3.12 If the terms of the Contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with Paragraph 3.3 and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.
- 3.13 The Council reserves the right to:
- Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative



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basis.

- Choose not to award any Contract [or Lot] 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.

- 3.15 The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

#### 4. PROCUREMENT TIMETABLE & TENDER DOCUMENTATION

| Activity                        | Proposed Date  |
|---------------------------------|--|
| Tender Issued                   | Monday 12 <sup>th</sup> August 2019  |
| Clarification Deadline          | Monday 2 <sup>nd</sup> September 2019                                      |
| Clarification Response Deadline | Thursday 5 <sup>th</sup> September 2019                                    |
| Tender Return Deadline          | Thursday 12 <sup>th</sup> September 2019                                   |
| Tender Evaluation Period        | Friday 13 <sup>th</sup> September – Friday 20 <sup>th</sup> September 2019 |
| Moderation Date                 | Tuesday 26 <sup>th</sup> September 2019                                    |
| Earliest Award Decision         | Monday 7 <sup>th</sup> October 2019  |
| Earliest Contract Commencement  | Thursday 2 <sup>nd</sup> January 2020                                      |

- 4.1 The timetable for this Procurement is set out in the table above. This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed through the London Tender Portal if the Authority decides that the changes to this timetable are necessary.
- 4.2 The Tender must be submitted on the Tender Documentation enclosed with this Invitation, which must be completed in black ink or type, and it must be signed:
- (a) where the Tenderer is an individual, by that individual;
  - (b) where the Tenderer is a partnership, by two duly authorised partners;
  - (c) where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.
- 4.3 If the Council requests documentary evidence of any authorisation referred to in instruction 4.1(b) and 4.1(c) above, you must produce that immediately.
- 4.4 You must submit the Tender in the manner and by the date and time stated in Instruction 5.1, which shall include:



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- (a) the completed and signed Form of Tender,
- (b) the completed and signed Pricing Schedule, which shall include a breakdown of the calculation of rates and/or prices; and
- (c) Method Statements, policy and procedure documents, documentary evidence, as outlined in the following table:-

| WEIGHTING  | CRITERIA  | EVIDENCE | METHOD STATEMENT |
|------------|---|----------|------------------|
| 2%         | Mobilisation  |          | MS1              |
| 7%         | Service model   |          | MS2              |
| 4%         | Service impact  |          | MS3              |
| 7%         | Service principles  |          | MS4              |
| 4%         | Case management   |          | MS5              |
| 3%         | Engaging with children with complex needs and/or disabilities                         |          | MS6              |
| 8%         | Empowerment and self-advocacy*  |          | MS7              |
| 9%         | Communication and partnership working *   |          | MS8              |
| 8%         | Training and supervision*   |          | MS9              |
| 5%         | Social value  |          | MS10             |
| 1%         | Evidence of safeguarding policies and procedures                                      | ✓        | MS2              |
| 1%         | Evidence of health and safety policy and procedures                                   | ✓        | MS2              |
| 1%         | Evidence of staffing and management structures suitable for delivery of this service. | ✓        | MS9              |
| <b>60%</b> | <b>Total</b>  |          |                  |

- 4.5 If a Method Statement **is** marked with an asterisk (\*) in the table at section 4.4 above, then a tenderer's submission must achieve a minimum score of 7 – 'Good' (see section 7.3 for the scoring basis); the Council will reject any Tender which fails to meet such minimum score.

It is expected that any Method Statement **not** marked with an asterisk (\*) in the table at section 4.3 above, must achieve a minimum score of 5 as standard, which is the general pass mark. Any score below this will be deemed non compliant, and the Council will reject the Tender.





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### 4.6 Standard Selection Questionnaire

Suppliers interested in registering an interest in participating in this process are required to do this via the Lewisham Council's electronic tender portal. Which is made up of the following sections:

- Part 1 of the standard Selection Questionnaire covers the basic information about the supplier.
- Part 2 covers a self-declaration regarding whether or not any of the exclusion grounds apply.
- Part 3 covers a self-declaration regarding whether or not the company meets the selection criteria in respect of their financial standing and technical capacity

The Supplier Questionnaire must be completed using the Pro-Contracts (London Tenders Portal) . Guidance on how to complete the questionnaire is provided within the questionnaire

## 5. SUBMISSION OF TENDER DOCUMENTATION

- 5.1 You must submit an original of all submission documents via the London Tenders Portal for receipt by no later than noon on **Thursday 12<sup>th</sup> September 2019** or such later date as the Council notifies to Tenderers.
- 5.2 Any Tender or any accompanying documentation submitted after such time and date may not be considered for acceptance by the Council.
- 5.3 Your Tender must remain valid and open for acceptance by the Council three (3) Calendar months after the date specified for the return of Tenders or such longer period as may be agreed with the Council.

## 6. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION

- 6.1 Your Tender Submission may be rejected or not considered if you:
  - (a) fail to Tender to provide all of the Services required; or
  - (b) in any respect, don't comply with the requirements of the Tender Documentation and these Instructions for Tendering; or
  - (c) make or attempt to make any variation or alteration to the terms of the Contract Documents except where the variation or alteration is expressly permitted in writing by the Council; or
  - (d) make any significant omissions from the Tender Documentation; or
  - (e) fix or adjust the prices, charges and rates shown in your Tender Submissio
  - (i) by or in connection with any agreement or arrangement with any other person; or



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- (ii) by reference to any other Tender Submission; or
  - (f) communicate to any person other than the Council the amount or approximate amount of the prices, charges and rates shown in your Tender Documentation; or
  - (g) enter into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices, charges and rates to be shown by any other Tenderer in its Tender Submission; or
  - (h) offer or agree to pay or give or do pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tenderer or any other person's proposed Tender Submission any act or omission; or
  - (i) in connection with your Tender or the award of the Contract commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972; or
  - (j) have directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender Submission or who have directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender or Tender Documentation submitted by any other Tenderer; or
  - (k) fail to use the English language;
  - (l) have breached the Employment Relations Act 1999 (Blacklisting) Regulations 2010 and not taken steps to ensure that any blacklisting does not reoccur;
  - (i) provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.
- 6.2 Any breach of the terms stipulated in Instructions 6.1(e) to (l) will entitle the Council to terminate at any time any existing or subsequent Contract(s) entered into between that Tenderer and the Council.
- 6.3 The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

## 7. EVALUATION PROCESS

- 7.1 The Council is not bound to accept the lowest or any Tender Submission and reserves to itself the right at its absolute discretion to accept or not accept any Tender Submission.
- 7.2 The Council will evaluate Tender Submissions on the basis of the highest quality and most economically advantageous tender, assessed on the following weightings:
- (a) Financial
    - (i) Annual block contract value 35%
    - (ii) Spot-purchased hourly rate 5%



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- (b) Quality 55%
- (c) Social Value 5%

7.3 Scoring of the 'Quality' part of the tender bids received will be on the following basis:

| Rating      | Score | Level           | Standard   |
|-------------|-------|-----------------|--|
| <b>FAIL</b> | 0     | Non-existent    | Proposal absent.<br>The response is deemed unacceptable.   |
|             | 1     | Inadequate      | Proposal contains significant shortcomings and/or is inconsistent or in conflict with other proposals.<br>The response is deemed unacceptable.   |
|             | 2     | Very poor       | Proposal contains many shortcomings and/or is inconsistent or in conflict with other proposals.<br>The response is deemed unacceptable.  |
|             | 3     | Poor            | Proposal falls well short of achieving expected standard in a number of identifiable respects.<br>The response is deemed unacceptable.   |
|             | 4     | Weak            | Proposal falls just short of achieving expected standard in a number of identifiable respects.<br>The response is deemed unacceptable.   |
| <b>PASS</b> | 5     | Barely adequate | Proposal just meets the required standards in nearly all major aspects, but is lacking or inconsistent in others.<br><b>Note:</b> a barely adequate response may include some strong reservations.   |
|             | 6     | Adequate        | Proposal meets the required standards in all major aspects but is lacking or inconsistent in other areas.<br>It confirms that the Tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures.<br><b>Note:</b> an adequate response may include some reservations. |
|             | 7     | Good            | Proposal meets the required standard in all major aspects but lacks detail in some areas.<br><b>Note:</b> a good response response may include minor reservations.   |
|             | 8     | Very good       | Proposal meets the required standard in all aspects.<br><b>Note:</b> a very good response may include a small number of minor reservations.  |
|             | 9     | Excellent       | Proposal meets and exceeds in some areas. It builds a level of confidence that the Tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures.<br><b>Note:</b> an excellent response should not include any major reservations.                                   |
|             | 10    | Perfect         | Proposal meets and exceeds in all areas. It builds a high level of confidence that the Tenderer can deliver the requirements through evidence of relevant ability, understanding, skills, resources and quality measures;  |



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|  |  |  |   |
|--|--|--|---|
|  |  |  | <b>Note:</b> a perfect response should not include any major or minor reservations. |
|--|--|--|---|

- 7.4 The Pricing element will be calculated using the following formula: [price score = (lowest price/tendered price) x price weighting]

Worked Example:

| Tenderer  | Price Submitted | Score |
|-----------|-----------------|-------|
| Company A | £1,500,000.00   | 42    |
| Company B | £1,350,000.00   | 46.6  |
| Company C | £1,260,000.00   | 50    |

Company A submitted a bid of £1.5 million therefore their score is calculated as follows:  
 $(1,260,000/1,500,000) \times 40 = 42$

- 7.5 The Council reserves the right to enter seek clarifications with Tenderers concerning any aspects arising from this invitation to tender after the submission of the Tenders. Such clarifications may include, (but are not limited to), the level and application of the rates, prices and financial arrangements contained within any Tender.
- 7.6 You may be required to give a demonstration of your competence to carry out the specified Services at a time and venue to be agreed. Such a demonstration shall be conducted by the person you propose to nominate as the Contractor's Representative if your Tender is successful.
- 7.7 You should include within your rates all appropriate costs, expense and disbursements (exclusive of VAT); the cost for complying with the Conditions of Contract, general obligations to the requirements of the Specifications and all other items of work necessary to provide the Service to the reasonable satisfaction of the Authorised Officer, together with all liabilities and obligations, whether expressed or implied, incurred by or incumbent upon you pursuant to the Contract; and to any works required being undertaken safely, and in compliance with all Statutory provisions and other rules or regulations relating to the Contract, including the Health and Safety at Work etc. Act 1974 and any subsequent safety legislation.
- 7.8 You should be aware of all relevant legislation, Home Office and other guidance circulars. In particular, you may be required to ensure that the staff appointed are suitable with due regard to the Rehabilitation of Offenders Act 1974, from which staff would be exempt by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975. The Council may require all employees so engaged to accept vetting by the Council before any Contract can be awarded.

## 8. ACTION ON ACCEPTANCE

- 8.1 The matters identified in Instruction 4.3 as 'Method Statements' shall have the status of Provisional Method Statements until their subsequent incorporation in to the Terms and Conditions of Contract.



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8.2

The Authorised Officer shall notify the successful Tenderer of areas in the Provisional Method Statements that they view as requiring further consideration before they are incorporated in to the Terms and Conditions of Contract.

8.3

You must make any amendments to the Provisional Method Statements that are agreed between you and the Council. Once the Authorised Officer is satisfied with their content, the Provisional Method Statements will be incorporated in to the.

8.4

On written acceptance of the Tender Submission by the Council, you will execute the Contract in the form enclosed with this Invitation.

8.5

If you fail to comply with any of the warranties given in your Tender Submission, the Council may (without prejudice to any other right or remedy available to it) terminate the Contract by notice to you having immediate effect.

8.6

The contract period will commence on the Contract Date, being the date on which the Council notifies the successful Tenderer in writing of the acceptance by the Council of the Tenderer's Tender Submission and until the successful Tenderer executes the Contract in accordance with the Council's requirements, the terms of the Contract shall be binding from the Contract Date.

8.7

Where applicable, the Council will publish a Contract Award Notice in the Official Journal of the European Union (OJEU).

## 9. TENDERER'S WARRANTIES

9.1

In submitting your Tender, you warrant, represent and undertake to the Council that:

- (a) you are willing to carry out the contract in accordance with this Invitation and the offer set out in the Tender Submission;
- (b) you have not done any of the acts or matters referred to in Instruction 6 above and have complied in all respects with these Instructions for Tendering;
- (c) all information, representations and other matters of fact (including without limitation those contained in a Pre-Qualification Questionnaire) communicated (whether in writing or otherwise) to the Council by you, your employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects;
- (d) you have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the Tender and that you have not submitted the Tender and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) that may have been made by or on behalf of the Council;
- (e) you have satisfied yourself as to the correctness and sufficiency of the information you have inserted in the Pricing Document;
- (f) you have full power and authority to enter into the Contract and provide the Services;



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- (g) you are of sound financial standing and have and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to you to provide the Service in accordance with the Contract;
- (h) you have obtained all necessary consents, licences and permissions to enable you to provide the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable you to continue to do so; and
- (i) you will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and that is for the time being in your possession, for the purposes of this Contract.

### 10. TENDER DOCUMENTATION ENCLOSED

10.1 The following table shows the Tender Documentation enclosed with this invitation, and the documents that you are required to return as the Tender Submission:

| Document Description                               | Enclosed | To be returned |
|--|----------|----------------|
| Standard Selection Questionnaire                   | YES      | YES            |
| Council's Sustainable Procurement Code of Practice | YES      |                |
| Specification                                      | YES      |                |
| Conditions of Contract                             | YES      |                |
| Form of Tender                                     | YES      | YES            |
| Pricing Schedule                                   | YES      | YES            |
| Method Statements                                  | YES      | YES            |