



**Invitation to Tender (ITT)**  
**For**  
**Care at Home and in the Community for**  
**Children & Young People**

**PLEASE READ THESE INSTRUCTIONS CAREFULLY BEFORE PREPARING  
YOUR SUBMISSION**

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## SECTION 1 – INVITATION TO TENDER (ITT)

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### 1 DETAILS OF THE PROJECT

#### 1.1 Introduction

By a Contract Notice placed in the Official Journal of the European Union (OJEU), London Borough of Southwark (the Council) are inviting expressions of interest from suitably qualified and experienced organisations in order to select providers (the Provider) to enter into a Framework Agreement for Care at Home and in the Community for Children & Young People (the Project) in accordance with the **Service Specification** set out in **Appendix B** of this Invitation to Tender (ITT).

The Council is undertaking this procurement under the Restricted Procedure set out in the EU Directive 2014/24/EU, as implemented by the UK Public Contracts Regulations 2015 (SI 2015 No 2) (the EU Regulations) and as further detailed in this Invitation to Tender (the Invitation Document).

Contracts will be awarded to the successful Tenderers and it is anticipated that the Framework will be fully operational by **2<sup>nd</sup> November 2020** and will continue for a period of up to four (4) years from that date.

Interested parties in this Project are required to pre-qualify before completing and returning a Selection Questionnaire (SQ) to the Council. As part of the SQ process applicants are required to satisfy minimum standards of financial standing and probity and to demonstrate their technical capacity and experience. Applicants who satisfied those minimum standards are then evaluated in accordance with the selection criteria set out in the SQ. The Council does not warrant the fitness of any Applicant to carry out the Project.

If shortlisted, in accordance with the Restricted Procedure, the Council will invite shortlisted applicants (each a Tenderer) to submit a Tender for the delivery of the Project (the Tender).

The Council gives notice that this Invitation Document is set out as a general outline only for the guidance of intended Tenderers and does not constitute, nor constitute any part of, an offer or contract.

#### 1.2 Definitions

Except where defined below, defined terms shall have the same meaning as set out in clause 1 of the Framework Agreement (contained in Section 4 of this Tender pack).

The terms defined below shall have the following meanings:

**Selection Questionnaire (SQ):** means the stage to be completed prior to the ITT Stage, covering basic supplier information, exclusionary and selection questions (see Appendix A).

**ITT:** means this Invitation to Tender.

**Tender Documents:** means the following list of documents:

- Section 1** – Invitation to Tender
- Section 2** – Instructions to Tenderers
- Section 3** – Service Specification (Appendix B)
- Section 4** – Framework Agreement (Appendix C)
- Section 5** – Evaluation Criteria
- Section 6** – Method Statements
- Section 7** – Price Schedule (Appendix D)
- Section 8** – Form of Tender
- Section 9** – Certificate of Non-Collusion
- Section 10** – Offences Certificate
- Section 11** – Confidentiality Undertaking
- Appendix A** – Standard Selection Questionnaire
- Appendix A(b)** – Supplier Selection Guidance
- Appendix E** – Method Statement Response Template

**Tender:** shall mean that document contained in Schedule 3 of the Framework Agreement (Section 4), comprising the offer submitted by the Tenderer to provide the Service incorporating, for the avoidance of doubt, but without limitation, the Tenderer's Form of Tender, Price Schedule, Method Statement Response/Delivery Proposals, supporting documents and any post-tender clarifications.

**Tenderer:** means those organisations invited to submit a Tender in response to this ITT.

**ProContract / e-Procurement Portal:** means the ProContract system used by the Council to conduct the Procurement. The e-procurement portal and all documentation can be accessed via <https://procontract.due-north.com>.

All Communication, including tender responses and clarification questions shall be sent through the Council's e-procurement portal. Tender responses shall be submitted no later than **3pm on 7<sup>th</sup> April 2020**.

## **2 GENERAL REQUIREMENTS**

### **2.1 Service Objectives**

The primary objective aims of the Children and Young People (CYP) Care at Home service are as follows:

- To enable Children and Young People to live as independently as possible within the family environment
- To enable Children and Young People to develop and achieve skills
- To enable Children and Young People to maintain their own networks of support within the community
- To ensure Children and Young People are able to access meaningful community activities which promote learning and development
- To ensure Children and Young People have opportunities for socialising

- To ensure Children and Young People are safe within their home and community environment
- To ensure Children and Young People have opportunities for choice and decision-making
- To ensure other reasonable outcomes for Children and Young People as identified in their Care and Support Plan

## **2.2 Policy and Service Development**

The providers will maintain clear policies, procedures and guidance for all staff on safety precautions. An essential list is available in Appendix 1 of the Service Specification. Providers will ensure that all staff members are familiar with the guidelines and their application in the work situation. The essential list is not exhaustive, and will need to adapt to changes in future legislation.

## **2.3 Eligible Organisations**

Suitably experienced Tenderers who are able to provide the services as per the Service Specification (Section 3) of this ITT are invited to submit responses.

## **2.4 The Framework Agreement**

A Framework Agreement resulting from this ITT will be subject to the Terms and Conditions together with any schedules and appendices substantially in the form included at Section 4 (the “Framework Agreement”). The Framework Agreement sets out the terms and conditions between the Council and the successful Tenderer for the provision of the service. The successful Tenderer will be required to deliver the service to the Council in line with the terms and conditions as set out in the Framework Agreement throughout the duration of the contract.

### **2.4.1 Rules that apply to this Procurement**

This Procurement is for Social Care services and as such falls under the ‘Light Touch Regime’ described in [Schedule 3](#) to the [Public Contracts Regulations 2015 \(SI 2015/102\)](#) (“**Regulations**”). Accordingly the Council is only bound by those parts of the Regulations referred to therein and, to the extent that it follows any other part of the Regulations, it does so entirely voluntarily.

## **2.5 Contract Award**

Contracts will be awarded on the basis of the MEAT (“Most Economically Advantageous Tender”) and shall take both price and non-financial factors into account. Successful tenderers shall be selected to join the Framework Agreement based on an evaluation of tenders giving a quality criterion of 40% weighting and a price criteria of 60% weighting.

## **2.6 Information Provided**

The Council has made every effort to ensure the completeness and accuracy of information provided to Tenderers but do not warrant any such information. Tenderers will be deemed to have satisfied themselves as to the accuracy and completeness of such information before submitting their Tenders.

## **SECTION 2 – CONDITIONS OF TENDERING**

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### **3 BASIS OF TENDERS**

- 3.1** Tenderers shortlisted at the SQ Stage are invited to submit a tender.
- 3.2** Tenders shall be evaluated on their ITT submission in line with the guidance provided in these tender documents.
- 3.3** Tenders shall be prepared under the same headings and in the same sequence as set out in the Invitation Document.
- 3.4** The successful Tenderers will need to agree to the Conditions of Contract provided in Section 4 - Framework Agreement (subject to any amendments proposed in their Tender and accepted by the Council).
- 3.5** The composition of any pre-qualified Tenderer (including consortium members) shall not be changed except with the Council's prior written consent. Tenderers should also notify the Council of any changes to the identity of any significant subcontractor. The Council reserves the right to determine whether or not to continue with the assessment of a Tenderer's Tender, whether or not to allow a Tenderer to continue to participate in the procurement process and/or whether or not to enter into any agreement in respect of the project with a Tenderer where there has been a change (direct or indirect) in the composition or ownership of that Tenderer or a change in the principal relationships between the Tenderer's consortium members. If there has been a change to a Tenderer's consortium members, or a change to the identity of a significant subcontractor which the Council reasonably believes could impact on the delivery of the Project, the Council reserves the right (without being obliged) to request the Tenderer to complete a new SQ for assessment in accordance with the criteria used for the Tenderer's original SQ.
- 3.6** Tenderers are required to inform the Council immediately of any changes to the information provided in their response to the SQ and Tender (including but not limited to information concerning members and structure of any consortium). Any new information that is provided to the Council in accordance with this requirement may be evaluated by the Council in accordance with the same assessment criteria used to evaluate the original responses to the SQ or Tender stage as appropriate. The Council reserves the right to withdraw the qualification of a Tenderer at any time following the assessment of new information where the conclusion of such assessment is that; had the Council been aware of the new information at the time of evaluating the Tenderer's initial response to the SQ or Tender the Tenderer would not have been successfully pre-qualified or been shortlisted.

### **4 SUMMARY OF STAGES OF RESTRICTED PROCEDURE**

The ITT process shall follow these stages:



- 4.1** The Selection Questionnaire (SQ) Stage: The SQ Stage is a selection process where Tenderers are shortlisted in accordance with their respective capabilities, capacity and experience to perform the contract.
- 4.2** Submission of Tenders: Following completion of the SQ stage, the Council will invite shortlisted Tenderers to submit a Tender for the delivery of the service.
- 4.3** Assessment of Tenders: The Council will assess the financial, commercial and qualitative elements of the Tenders received and identify the most economically advantageous tenderers in accordance with the award criteria set out in Section 5 of this Invitation Document.
- 4.4** Award: The Council will need to obtain formal approval from either the relevant Cabinet Member or Cabinet before awarding the Contracts. Tenderers should note that the Council reserves the right at its absolute discretion to award or not award contracts as it sees fit.
- 4.5** Notification of decision: Tenderers will be notified of the outcome of the Tender evaluation in accordance with Regulation 86 of the EU Regulations. Following notification of the outcome the Council will observe a mandatory 10 day standstill period in accordance with Regulation 87 of the Regulations and the Council's mandatory 5 day call in period.
- 4.6** Enter into Contract: Following the successful completion of the standstill period without any formal legal challenges being raised, the Council will establish a Framework Agreement with the successful Tenderers.
- 4.7** In regard to the tender process, the Council reserves the right at any time at its absolute discretion:
- 4.7.1** to make whatever changes it sees fit to the content, process, timing and structure of the tender process and to issue amendments or modifications to this Invitation Document; and
- 4.7.2** to accept or not accept any Tenders submitted pursuant to the Invitation Document; and
- 4.7.3** not to award a Contract and to withdraw from, suspend or terminate the procurement procedure, any part of the procurement procedure and/or this Invitation Document and to procure a Contract with a provider by any alternative means within the legal requirements which the Council is subject to (including by way of undertaking a new procurement process).
- 4.7.4** to reject the winning Tenderer's Tender and go to the next best Tenderer if the successful Tenderer(s) makes any changes post award decision.
- 4.8** The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that it has satisfied the Council regarding any matters raised in the SQ previously submitted. The Council makes no representation regarding any Tenderer's financial stability, technical competence or ability in any way to carry out the Project.

## **5 INFORMATION, COSTS AND EXPENSES**

**5.1** Tenderers are responsible for obtaining all information necessary for the preparation of their Tenders. All costs, expenses and liabilities incurred by any Tenderer in connection with the preparation and submission of a Tender, or in Clarification or Negotiation with the Council, and in providing any other information reasonably required by the Council to enable a detailed evaluation of their Tender, and in the case of acceptance of a Tender by the Council all cost, expenses and liabilities in connection with the execution of all and any contract documents, are to be borne by that Tenderer. Neither the Council nor any of its representatives (including its officers, members, employees and advisors) shall, under any circumstances, be liable in any way to any Tenderer for any costs, expenses or losses incurred by any Tenderer or other person in relation to their participation in this procurement or otherwise.

**5.2** Tenderers shall ensure that they are fully familiar and have satisfied themselves as to the nature, extent and character of the Service and use of any location(s) (if applicable), the extent of the premises, employees, materials, equipment and machinery which may be required, and any other matter which may affect the obligations to be performed by them if their tender is accepted including, where relevant, the Council's Constitution which may be inspected on the Council's website at:

[www.southwark.gov.uk/YourCouncil/HowTheCouncilWorks/councilconstitution.html](http://www.southwark.gov.uk/YourCouncil/HowTheCouncilWorks/councilconstitution.html)

and the Council's Policies (which may be inspected on the Council's website or requested from the Council).

**5.3** The Council in no way warrants the information given to Tenderers by the Council and Tenderers must satisfy themselves of the accuracy of any information provided by the Council. Save in the case of fraud, under no circumstances will the Council, its officers, members, employees, agents or advisers accept any responsibility or liability whatsoever for any loss or damage of whatever kind and howsoever caused arising from or in consequence of the use by Tenderers of such information.

**5.4** Tenderers should note that:

**5.4.1** any information provided by or on behalf of the Council including, without limitation, the particulars of their properties are a general outline, for the guidance of the Tenderers and do not constitute the whole or any part of an offer or contract; and

**5.4.2** neither the Council nor their professional advisers guarantee the accuracy of any description, dimensions, references to condition, necessary permissions for use and occupation and other details forming part of or appended to this Invitation Document and Tenderers must not rely on them as statements of fact or representations and must satisfy themselves as to their accuracy; and

**5.4.3** neither the Council nor their professional advisers will be liable, in negligence or otherwise, for any loss arising from the use of the relevant information.

- 5.4.4** all descriptions, dimensions, references to condition and necessary permissions for use and occupation, and other details are given without responsibility and any Tenderer should not rely on them as statements or representations of fact but must satisfy themselves by inspection or otherwise as to the correctness of each of them.
- 5.4.5** the Council expects Tenderers' to conduct their own due diligence and not totally rely on the information the council provides.
- 5.4.6** Tenderers' attention is drawn to the Framework Agreement set out in Section 4 of the Invitation Document. It is essential that Tenderers are completely familiar with the contents of the Service Agreement before compiling their Tenders. Tenderers considering entering into a contractual relationship with the Council should make their own enquires and investigations of the Council's requirements beforehand. The subject matter of this Invitation Document shall only have contractual effect when it is contained in the express terms of an executed form of Contract or such other agreement properly entered into and executed by the Council.

## **6 COMMUNICATIONS PROTOCOL**

- 6.1** All queries and other relevant permitted correspondence should be submitted via the messaging/clarification service on ProContract, Southwark Council's e-procurement portal.
- 6.2** Any communication or attempt to contact any other member of the Council's staff, officers, consultants or members may result in your organisation being disqualified from the procurement process and not considered further.
- 6.3** Queries and Answers during the Tender Period.
- 6.3.1** The Tenderer is requested to read the Tender Documents prior to submitting any query.
- 6.3.2** Where Tenderers have a query they must submit the query via ProContract, Southwark Council's e-procurement portal.
- 6.3.3** All queries must be submitted through the portal at least five (5) working days before the final date for receipt of Tenders as detailed in Table 2 (or as subsequently advised by the Council).
- 6.3.4** Tenderers must clearly indicate, when submitting a question, which (if any) part of their question they view as confidential and applicable only to the Tenderer submitting the question. If the Council does not agree that the question is confidential and applicable only to the Tenderer, the Tenderer will be given the right to withdraw the question without it being answered, and if the question is not withdrawn within 2 working days provide the response to all Tenderers.

- 6.3.5** The query and response will be posted on ProContract, Southwark Council's e-procurement Portal. The Tenderer will receive notification by email via ProContract that the query list has been updated, and the query and response document will be uploaded on the portal for all Tenderers to view.
- 6.3.6** The Tenderer is advised to check their 'spam'/'junk mail/quarantined' inbox for correspondence from ProContract, Southwark Council's e-procurement portal, to ensure that all emails are received.

## **7 SUBMISSION OF TENDERS**

- 7.1** The final date for receipt of Tenders is by 15:00 on the date detailed in Table 2 (or such later date as the Council may subsequently advise).
- 7.2** All entries in the tender must be written in ink or typed in English, and must be clearly referenced according to the heading and number for each of the question.
- 7.3** Tenders should be submitted in Arial, font size 11.
- 7.4** Tenderers should not cross reference any questions i.e. 'see answer to question x in question x'. If Tenderers only respond with a cross-reference to a question they will receive a score of 0 for that question; where Tenderers include a cross-reference as part of their response they will also not be awarded any marks for that part.
- 7.5** All sums in the Price schedule shall be stated in pounds sterling (£).
- 7.6** The Price Schedule must be provided in exactly the same format as provided, unless otherwise stated.
- 7.7** Tenderers should read all the documents forming this Invitation Document carefully and ensure that they submit the mandatory documents detailed in Table 1 in the manner described in condition 7 of Section 2 (this document) and by the date and time stated in Table 2 (or such other date notified by the Council).
- 7.8** Tenderers should include in their Tenders all information required by the Invitation Document and all costs necessary to undertake the Project safely and in compliance with all statutory provisions and other rules or regulations relating to the Framework Agreement.
- 7.9** No unauthorised alteration or addition (save for the inclusion of the relevant information) should be made to the Form of Tender or any other part of the Invitation Documents. Tenders must not be qualified in any way apart from as allowed under the Invitation Document and must be submitted strictly in accordance with the Invitation Document, including these Instructions. Tenders must not be accompanied by any covering letter or any statement that could be construed as rendering the Tenders equivocal and/or placing it on a different footing from other Tenders.

Table 1: Mandatory Documents to be submitted:

<b>Tender Documents to be completed and returned</b>		
1	<b>Completed Method Statement Responses</b>	<b>Section 5 (Appendix E)</b>
2	<b>Completed Pricing Schedule</b>	<b>Section 7 (Appendix D)</b>
3	<b>Form of Tender</b> – completed and signed	<b>Section 8</b>
4	<b>Certificate of Non-Collusion, Non-Canvassing Certificate and Conflict of Interest Certificate</b> - completed and signed	<b>Section 9</b>
5	<b>Offences Certificate</b> - completed and signed	<b>Section 10</b>
6	<b>Confidentiality Undertaking</b> – completed and signed	<b>Section 11</b>
<b>Supporting documents to be supplied by the Tenderer</b>		
9	Such further details or information reasonably requested by the Council.	

- 7.11** The Council reserves the right, at its sole discretion, to supplement this Invitation Document at any time throughout this process in order to identify and define the means best suited to satisfy its needs in relation to the Project.
- 7.12** The Form of Tender must be signed:
- a) where the Tenderer is an individual, by that individual;
  - b) where the Tenderer is a partnership, by 2 authorised partners;
  - c) where the Tenderer is a company, by 2 directors, or by a director and the secretary of the company, such persons being authorised for that purpose;
- 7.13** Tenderers shall produce forthwith on the request of the Council documentary evidence of any authorisation referred to in 7.12.
- 7.14** The Tender must be uploaded onto ProContract, Southwark Council's e-procurement portal, by the time and date detailed in Table 2.
- 7.15** Each file must be uploaded separately. The Tender Pricing Schedule (Section 7) must be uploaded in Excel (unprotected cells), do not use PDF files. Folders cannot be uploaded. Other documents can be uploaded in Excel/Word/PDF. All signed documents must be with manual signatures and scanned in a PDF format. Zip files may be uploaded.
- 7.16** Please allow ample time to upload your documents as the tender will close at 15:00 precisely on the Tender Deadline date stated in Table 2. The Council reserve the right to reject any Tenders received after 15:00 on the date for the Tender Deadline detailed in Table 2.
- 7.17** The uploaded documents must have each page numbered consecutively with a footer using the following format – Attachment [A-Z] page [number] of [total page number] the question number and the name of the Tenderer]. Each attachment shall contain a contents list for that volume on the immediate inside the cover. Any drawings or diagrams included within the Tender shall be numbered.
- 7.18** The Tenderer must keep its Tender valid for acceptance 180 days from the tender return date set out in Table 2 (or such other deadline as the Council may notify to Tenderers). If the Council has not accepted the tender within this period it shall remain in force without variation. The Tenderer may at any time after this 180 day period however give notice in writing to the Council to accept their Tender. Such notice must be sent via the Council's e-procurement portal, ProContract.
- 7.19** Following the service of such a notice, the Council will have 14 days, not including the day of service, within which it may accept the Tender. If it does not do so within that time then the Tender will be deemed to be withdrawn. The Tenderer shall not withdraw their Tender except in the manner provided in this paragraph.

**7.20** Tenderers may decline to tender, and if they choose not to tender, they should notify the Council promptly through ProContract, the e-procurement portal, giving reasons.

**7.21** As detailed in condition 3 of Section 2 (this document) if at any time during the tender period there are any material changes to the information provided by Tenderers in their response to the Standard Selection Questionnaire or the Tender, they must advise the Council promptly through ProContract, the e-procurement portal, giving reasons.

Table 2: Indicative Procurement Timetable

DATE	ACTIVITY
20/02/2020	SQ return/closing date (by 13:00)
09/03/2020	Invitation to Tender issued
31/03/2020	Clarification questions closing date (by 15:00)
<b>07/04/2020</b>	<b>Tender return/closing date (by 15:00)</b>
08/04/2020 – 21/04/2020	Evaluation of tenders
22/04/2020 – 23/04/2020	Clarification Meetings/Presentations
01/05/2020	Council's internal governance
29/09/2020	Contract Award Recommendation
25/09/2020	Notification to successful/unsuccessful Tenderers
28/09/2020	Start of 10 day standstill period
07/10/2020	End of 10 day standstill period
08/10/2020	Contract Award
09/10/2020	Mobilisation
<b>02/11/2020</b>	<b>Contract commences</b>

The above timetable is indicative only and subject to variation by the Council. Tenderers will be informed of any significant changes.

## **8 EVALUATION OF TENDERS**

### **8.1 Evaluation Process**

This is a “Restricted” Tender; tenderers are first required to complete a standard selection questionnaire (SQ) as part of their tender submission. Tenderers must complete all questions set out in the SQ using the accompanying Supplier Guidance (Appendix A(b)), from which Tenderers will be shortlisted and invited to submit a tender for the project.

### **8.2 Standard Selection Questionnaire (SQ)**

There are two parts to this section. The first part of this section is for General Information about your organisation and contains practical, general and relevant contact information for your organisation. It will not be evaluated, but it is important that the Council has a full picture and therefore failure to provide relevant details could result in your organisations tender being rejected.

The second part of this section is the Selection Questions in regards to the Suitability, Eligibility and Capability to participate in the tender process. Companies must provide the information requested and failure to provide this information will result in the tender being rejected. This section will be scored (see Appendix A(b) - Supplier Guidance) and Tenderers will be shortlisted for the ITT Stage based on the scores received.

### **8.3 ITT Quality Evaluation**

The ITT quality evaluation will consist of method statements, which will be scored by an evaluation panel, which will consist of Council Staff. Tenderers shall respond to each of the method statements as set out in Section 6 of this ITT and are required to complete Method Statement Response Template (Appendix E). The evaluation panel appointed for this procurement will meet to agree a consensus score for each of the method statements. The moderation of scores shall give regard to any variance in the scores between the evaluators following any clarification obtained from the Tenderer. Where a consensus score cannot be agreed for a method statement response, an average score will be taken for each Tenderer, for that particular method statement response.

Provided against each of the method statements are the marks allocated to that question and also any limitation to the length of response required. Tenderers are to use font style Arial, size 11 point, providing a response within the stipulated word limits. Tenderers may make use of supporting documents (appendices to questions etc.) 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. Any information given outside the stated parameters will not be considered in the evaluation.

### **8.4 ITT Price Evaluation**

Tenderers are required to complete a Price Schedule (Appendix D) as per stated guidelines.



The scoring methodology for the Price Evaluation is set out in detail in Section 5 (Evaluation Criteria).

## **8.5 Evaluation Panel**

The Evaluation Panel will evaluate the tenders received to establish the most economically advantageous tender (MEAT) to the Council in terms of the criteria set out at Section 5 (Evaluation Criteria). That assessment will be made on the basis of Tenderer responses to this ITT.

The Evaluation Panel will consist of:

- operational officers
- an officer from commissioning

Tenderers are required to submit responses to method statements demonstrating how specific elements of the service, as defined in the Service Specification and Framework Agreement, will be delivered. The method statements will make up 40% of the Evaluation Score.

Tenderers are required to submit a response to all questions in each method statement using the space provided in Appendix E. Failure to do this may result in a response not being taken into account.

## **8.6 Clarification Interviews and Presentations**

As part of the evaluation, Tenderers shall make available key members of their delivery team responsible for the provision of the Contract to demonstrate their understanding and approach by attending a clarification interview and giving a presentation of no longer 30 minutes. Presentation topics will include, but not be limited to:

- Service Delivery – Overview on the services you provide and how you ensure your services are personalised and provide choice for children young people and families.
- Service Outcomes – How the service will be responsive to those with complex needs
- Workforce - How will you provide leadership to ensure service outcomes are optimally delivered through staff managing and rostering, recruitment and retention

The presentation will not be scored, however; the scores attained in the written submission may be moderated.

Interviews and presentations will take place on 22<sup>nd</sup> & 23<sup>rd</sup> April 2020. Tenderers will be informed of a day and time prior to this and will be expected to be available to attend over these two days. Tenderers are advised that these dates could be subject to change, but will be notified of any changes in advance.

## **8.7 Final Scores**

Once the evaluations for each section have been completed, the Council will combine the quality and price scores to provide an overall score. The Tenderers with the highest scores will be selected to deliver the service via the proposed framework.

## **8.8 Non-Consideration of Tenders**

**8.8.1** The Council may, in its absolute discretion, refrain from considering Tenders if either:

- a) the whole of the scope of the Service Specification and the Key Deliverables are not tendered for or there are omissions in the Tender;
- b) it does not comply in any respect with the requirements of this Invitation Document; or
- c) it contains any significant omissions or qualifications.

## **8.9 Rejection of Tenders**

**8.9.1** Any Tenders submitted by any Tenderer in respect of which the Tenderer does any of the following may not be considered for acceptance and may, accordingly, be rejected by the Council and the relevant Tenderer excluded from further participation:

- a) submits any Tenders or other supporting documents after the closing date and time; or
- b) submits an abnormally low bid; or
- c) fixes or adjusts the amount, prices, charges and rates shown:
  - i) by or in connection with any agreement or arrangement with any other person; or
  - ii) by reference to any other Tenders; or
- d) breaches the terms of:
  - i) the certificate of non-collusion, non-canvassing certificate and conflict of interest certificate; and/or;
  - ii) the offences certificate.

**8.9.2** communicates to any person other than the Council any information except in accordance with this Invitation Document; or

**8.9.3** enters into any agreement or arrangement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the amounts, prices, charges, and rates to be shown by any other Tenderer in its Tenders and other documents; or

- 8.9.4** offers or agrees to pay or give, or does 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 proposed Tenders, or other documents, any act or omission; or
- 8.9.5** fails to use the English language; or
- 8.9.6** fails to state monetary amounts in Pounds Sterling; or
- 8.9.7** fails to comply with these Instructions and/or the Negotiation Protocol; or
- 8.9.8** fails to provide any further information that the Council has requested at any point up to the entry into the Service Agreement either as part of this Invitation Document or at Contract award stage; or
- 8.9.9** if the Council becomes aware that the Tenderer did not qualify at the time their SQ or Tender were submitted or if it no longer qualifies at any point before the formal entry into the Contract.
- 8.10** Such non-acceptance or rejection by the Council 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.

## **9 ACCEPTANCE OF TENDER**

- 9.1** The Council is not bound to accept the lowest or any Tenders and reserves to itself the right at its absolute discretion to accept or not accept any Tender.
- 9.2** An acceptance of a Tender by the Council shall be issued to the successful Tenderers via the Council's e-procurement portal, following which the Contract shall then be entered into and become binding. The Tenderer shall at the request of the Council execute and deliver to the Council the Contract, Bond and Parent Company Guarantee (where applicable).
- 9.3** Nothing contained in these Conditions of Tendering or in any other communication between the Council and the Tenderer shall be taken as constituting a contract, agreement or representation between the Council and the Tenderer.
- 9.4** The Council reserves the right:
  - a) To cancel or withdraw from the procurement process at any time prior to the award of the Contract;
  - b) To amend the terms and conditions of the procurement process and to amend any of the documents issued with the ITT, including without limitation, these Conditions of Tendering.

## **10 CONFIDENTIALITY**

- 10.1** Tenderers must treat this Invitation Document (and all the documents forming part of or appended or scheduled to this Invitation Document) and all other information provided by or on behalf of the Council as private and confidential (and shall ensure that their employees, consultants, subcontractors, advisers, insurers and funders do the same). No Tenderer should disclose that it has been invited to submit a Tender or release details of this Invitation Document (and all the documents forming part of or appended or scheduled to this Invitation Document) other than on a strictly confidential basis and to the extent strictly necessary to such parties as the Tenderer needs to consult in order to submit a Tender.
- 10.2** Tenderers shall not, without the prior written consent of the Council, at any time make use of such information for its own purposes or disclose such information to any person, except:
- a) where the disclosure is required by law or any court, regulatory or government authority competent to require the same; or
  - b) to the extent where such information is brought within the public domain, otherwise than by the breach of this paragraph by the relevant Tenderer; or
  - c) to the extent that the information becomes available to a party (on a non-confidential basis) otherwise than pursuant to this procurement process; or
  - d) where such information is disclosed for the purposes of obtaining sign-off from insurers and legal advisers on the Service Agreement, or for obtaining sureties, guarantees or commitments from proposed subcontractors or suppliers and other information required to be submitted with their Tender.
- 10.3** Tenderers shall not at any time release any information concerning the Invitation Document and/or their Tenders and/or any related documents and/or any negotiation and/or discussion with the Council in this connection for publication in the press or on radio, television, screen or any other medium.
- 10.4** This Invitation Document is issued in confidence and remains the property of the Council. The copyright in this Invitation Document is vested in the Council and may not be reproduced, copied or stored on any medium without the prior consent of the Council except in relation to the preparation of Tenders.
- 10.5** The Council may publish the amounts of all tenders and the name of the successful Tenderer, and to publish such other information regarding the Tenders as it may be required to publish in accordance with EU or other procurement rules or transparency requirements with which the Council must comply.
- 10.6** The Council may provide Tenderers with a list of the other Tenderers and the tender scores. On this list the Tenderers will not be associated with their respective tender score.

## **11 WARRANTIES**

**11.1** In submitting a Tender, each Tenderer warrants, represents and undertakes to the Council that:

- a) it has not done any of the acts or matters referred to in paragraphs 8.9.1 to 8.9.9 (inclusive) of these Instructions and has complied in all respects with these Instructions; and
- b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer, its employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects; and
- c) it has made its own investigations and research and has satisfied itself in respect of all matters (whether actual or contingent) relating to the Tender documents and has not delivered their Tender and will not have entered into the Contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council; and
- d) it has satisfied itself as to the correctness and sufficiency of the information it has inserted in the Viability Template and included in its Delivery Proposals; and
- e) it has full power and authority to enter into the Contract and undertake the Project and will if requested produce evidence of that to the Council; and
- f) it is of sound financial standing and its officers and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements) which may adversely affect its financial standing in the future
- g) it has and will have sufficient premises, working capital, skilled personnel, vehicles, plant, goods and materials and other resources (if applicable) available to it to carry out the Project in accordance with the Contract; and
- h) it will obtain all necessary consents, licences and permissions to enable it to carry out the Project and will from time to time obtain and maintain all further and other necessary consents, licences and permissions to enable it to continue to do so; and
- i) will not at any time 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 the possession of the Tenderer.

## **12 CONFLICTS OF INTEREST**

- 12.1** The Council may exclude any Tenderer where 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.
- 12.2** Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Tenderer to inform the Council and provide details of the conflict. Please note that routine pre-market engagement carried out by the Council should not represent a conflict of interest for a Tenderer, provided that the engagement has been carried out in a transparent manner.

## **13 DATA PROTECTION**

- 13.1** Tenderers shall at all times:

- 13.1.1** comply with the General Data Protection Regulation (Regulation (EU) 2016/679) (GDPR);
- 13.1.2** maintain the confidentiality of personal data to which they have authorised access pursuant to this Invitation Document;
- 13.1.3** indemnify the Council and keep the Council indemnified against loss, destruction or procuring of data contrary to the GDPR by the Tenderer, its servants or agents;
- 13.1.4** process any personal data supplied to the Tenderer by the Council only in accordance with the Council's written instructions; and
- 13.1.5** comply with obligations equivalent to those imposed by a data controller by the GDPR.

## **14 FREEDOM OF INFORMATION ACT**

- 14.1** Tenderers are to note that the Council is subject to the Freedom of Information Act 2000 (the FOIA) and Code of Practice, the Environmental Information Regulations 2004 (EIR), Aarhus Convention and Audit Commission Act 1998. Under the FOIA and EIR, members of the public or any interested party may make a request for information held by the Council at the time of the request.
- 14.2** Following such request, the Council will consider the disclosure of any information, including price quotes, contained in Tenders both successful and unsuccessful, subject to the exemptions of the FOIA. Tenderers should be aware that attaching a blanket label of 'private and confidential', 'commercially confidential' or similar to Tenders may not exempt those Tenders from disclosure under the FOIA.

**14.3** If a Tenderer considers that all or any part of its Tender and/or any specific information contained therein constitute a “trade secret”, or that the Tender or information is commercially sensitive information disclosure of which would be likely to prejudice the commercial interests of any party, believes that a duty of confidentiality applies or otherwise considers that such documents and/or information falls within any other exemption set out in the FOIA, the Tenderer should:

**14.3.1** attach information it considers to be commercially sensitive e.g. costing or trade secrets in a separate schedule marked ‘commercially sensitive information’ or ‘trade secret’ and include a time limit for the sensitivity of the information; and

**14.3.2** in respect of such schedule and/or specific information, identify the particular FOIA exemption that the Tenderer claims applies in the particular circumstances. Tenderers should do so in full knowledge of the relevant terms of the Lord Chancellor’s Code of Practice (the Code) under Section 45 of the FOIA, giving advice to public authorities on the handling of requests under the FOIA. This will enable Tenderers to make such claims based on reasons that address the requirements of the Code. Further information about the FOIA and a copy of the Code is available from the Department of Constitutional Affairs’ website at:

<https://ico.org.uk/media/for-organisations/documents/1624144/section-45-code-of-practice-request-handling-foia.pdf>

**14.4** Tenderers should be aware that, even when they have scheduled or identified relevant documents and/or information and claimed exemption pursuant to this paragraph 20 of these Instructions, the Council will have complete discretion in deciding whether such documents and/or information should be disclosed under the FOIA.

**14.5** The Council shall not be liable for any loss or other detriment caused by the disclosure of any information.

## **15 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 ("TUPE") AND PENSIONS**

**15.1** Tenderers are strongly advised to take their own legal advice about the applicability or otherwise of the Regulations to this Tender.

**15.2** TUPE information can be accessed by completing the document Section 12 – Confidentiality Undertaking. All tenderers are required to complete a TUPE Confidentiality Agreement in order for the TUPE information to be released to them. Tenderers are advised to complete and return the Confidentiality Undertaking via the messaging centre of ProContract as a matter of urgency to allow themselves sufficient time to review the information. This information must be treated on a confidential basis and is released to the Tenderer on the understanding that they will not copy or use the material except for the purposes of preparing a bid and that the Tenderer will return it and any copies of it should they be unsuccessful in this competitive process.

- 15.3** The TUPE Information – has been obtained from the providers presently undertaking this service. Whilst the Council has obtained this information in good faith, the Council gives no guarantee or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions contained therein. It remains the Tenderers' responsibility to ensure that their submissions take full account of all the relevant circumstances. Where the existing provider has indicated that TUPE is not applicable, this information has been indicated.

## **16 SMALL BUSINESS ENTERPRISE AND EMPLOYMENT ACT 2015**

- 16.1** Tenderers are to note that the Council is subject to the Small Business Enterprise and Employment Act 2015 (SBEEA). Under SBEEA, the Government's Mystery Shopper service is empowered to investigate concerns raised on the Mystery Shopper website about public sector procurement exercises. Contracting authorities are required to assist all investigations and to provide relevant information and/or documents within 30 calendar days of a formal notice. This may require the Council to disclose any information contained in any Tenders submitted by Tenderers.
- 16.2** By submitting a Tender, the Tenderer acknowledges and agrees that the Council has complete discretion in deciding whether such documents and/or information should be disclosed under SBEEA (even where Tenderers have identified certain information in their submissions as confidential) and the Tenderer agrees to waive any contractual or other confidentiality rights and obligations associated with the disclosure of information under SBEEA.



## **SECTION 3 – SPECIFICATION**

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*Please refer to Appendix B - Service Specification*

## **SECTION 4 – FRAMEWORK AGREEMENT**

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*Please refer to Appendix C – Framework Agreement*

## SECTION 5 – EVALUATION CRITERIA

The evaluation for this tender will be based on the initial assessment and evaluation of the Selection Questionnaire (SQ). All Tenderers who pass this phase will go on to the quality and price evaluation stage, with quality contributing to 40% of the final score and price contributing to 60% of the final score.

### Quality Evaluation

Step 1: The Council's evaluation panel will score your response to each Method Statement question (see Section 6 – Method Statements) with a mark from 0-5, using the table below as guidance.

Assessment	Score	Interpretation
Excellent	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	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	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	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	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.

Step 2: There will in addition be a moderation process to ensure that there is a fair consensus score across all members of the evaluation panel. The moderation process will ensure that scores have consistently been applied.

Step 3: The consensus score of the evaluation panel will then be divided by the maximum score available (5) to the evaluator, and then multiplied by the sub-weightings shown in the Method Statement. This will give your final score for that question.

An example of this process is set out as follows:

#	QUESTION X	SUB-WEIGHTING
QX.	Set out your approach to deliver this service	10

Quality weightings formula:  $\left( \frac{\text{consensus score}}{\text{maximum score available (5)}} \right) \times \left( \frac{\text{sub-weighting}}{\text{percentage ratio}} \right)$

**Example marking for Question X:**

TENDERER	CONSENSUS SCORE	MAXIMUM SCORE AVAILABLE	MAXIMUM SUB-WEIGHTED SCORE FOR QX	CALCULATION	MARK AWARDED
Tenderer 1	3	5	10	$\left( \frac{3}{5} \right) \times \left( \frac{10}{100} \times 40 \right)$	2.4
Tenderer 2	2	5	10	$\left( \frac{2}{5} \right) \times \left( \frac{10}{100} \times 40 \right)$	1.6
Tenderer 3	4	5	10	$\left( \frac{4}{5} \right) \times \left( \frac{10}{100} \times 40 \right)$	3.2

Step 4: A final quality score (out of 40) will then be achieved by adding all the weighted scores together.

## Price Evaluation

The price evaluation has a total weighting of 60%. Tenderers are required to complete Appendix D – Price Schedule. There will be a floor rate of **£17.30** per hour and a ceiling rate of **£18.10** per hour.

The price provided by Tenderers shall be fixed for the duration of the Framework Agreement (up to 4 years), however the price will be adjusted to accommodate any increases to the London Living Wage (LLW) and “on costs” at 37% of its increase.

The lowest rate will be awarded a score of 100. All other bids will be scored using the formula:

Bid's Score =  $100 \times (\text{lowest acceptable rate})$

Example:

Bid A    **£29**/hour

Bid B    **£32**/hour

Bid C    **£35**/hour

The score for each bid is:

Bid A =  $100 \times 29/29 = 100$

Bid B =  $100 \times 29/32 = 90.63$

Bid C =  $100 \times 29/35 = 82.86$

The scores will be rounded up to two decimal places then converted to the weighted scores attributable for that cost element as shown below:

Example scores:

Bid A = score of  $100 \times 60\%$  (Hourly Rate weighting) = 60.00 (weighted score).

Bid B = score of  $90.6 \times 60\%$  (Hourly Rate weighting) = 54.38 (weighted score).

Bid C = score of  $82.8 \times 60\%$  (Hourly Rate weighting) = 49.68 (weighted score).

**The Tenderer who scored the highest in the price evaluation is Tenderer A.**

## SECTION 6 – METHOD STATEMENTS

### INTRODUCTION

- 1 Tenderers are required to submit method statements demonstrating how specific elements of the service, as defined in the Service Specification and Framework Agreement will be delivered.
- 2 Tenderers are required to submit a response to all questions using the Method Statement Response Template (Appendix E). Failure to do this may result in a response not being taken into account.
- 3 Before submitting the method statements, Tenderers should ensure that they have:
  - (i) 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.
  - (ii) Ensured that they have answered questions within the maximum word limit allocation stated in the method statement. Tenderers may make use of supporting documents (appendices to questions etc.) 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.
  - (iii) Enclosed all relevant documents and clearly referenced them to correspond with the method statement(s) and any sub-section(s) to which they relate.
- 4 The method statement scores will form part of the overall quality score, the maximum score for the method statement is 40%.
- 5 The Council will inform unsuccessful Tenderers of their scores and that of the winning Tenderer.

### METHOD STATEMENTS

Method Statement	Weighting
1. Service Delivery	50%
2. Workforce	20%
3. User Experience	15%
4. Partnership Working	5%
5. Mobilisation	5%
6. Social Value	5%
<b>Total</b>	<b>100%</b>

METHOD STATEMENT WEIGHTING: 40 POINTS				
No.	Method Statement 1 – Service Outcomes (50%)	Sub Weighting	Minimum score	A4 Sides (max.)
	The Children's Care At Home Service requires an outcome-focused, person centred approach, recognising that each individual is unique with			

	different needs that may vary over time.			
<b>1a</b>	<b>Service Delivery</b>  Please outline your proposed service delivery model in accordance with the specification.  Your response should include, but not be limited to: <ul style="list-style-type: none"> <li>• Approach to new Service User referrals</li> <li>• Delivery of the service model</li> <li>• Themes highlighted within user feedback</li> </ul>	<b>25%</b>	<b>3</b>	<b>3</b>
<b>1b</b>	<b>Service Outcomes</b>  Please outline how you will ensure service outcomes are successfully delivered, including how the service will be responsive to those with complex needs  Your response should demonstrate your understanding of complex needs, and include, but not be limited to: <ul style="list-style-type: none"> <li>• Service user safeguarding</li> <li>• Outcome focused care for children and young people with challenging behaviour</li> <li>• Outcome focused care for children and young people with a diagnosis of ASD</li> </ul>	<b>25%</b>	<b>3</b>	<b>3</b>
<b>No.</b>	<b>Method Statement 2 – Workforce (20%)</b>	<b>Sub Weighting</b>	<b>Minimum score</b>	<b>A4 Sides (max.)</b>
<b>2a</b>	<b>Time and Resource</b>  How will you provide leadership to ensure service outcomes are optimally delivered?  Your response should include, but not be limited to: <ul style="list-style-type: none"> <li>• Managing and rostering of staff</li> <li>• Recruitment</li> <li>• Training- including relating to children and young people with complex needs including challenging behaviour and autism</li> <li>• An Organisation Chart</li> </ul>	<b>20%</b>	<b>3</b>	<b>2</b>

No.	Method Statement 3 – User Experience (15%)	Sub Weighting	Minimum score	A4 Sides (max.)
3a	<p><b>Continuity of Care</b></p> <p>How will you ensure continuity of care?</p> <p>Your response should include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Service users having the same care worker/s</li> <li>• Care worker cover for weekends, bank holidays, sickness absence and school holidays</li> <li>• If a replacement care worker is required, how will you ensure the care worker knows what is important to the CYP/family- and what life is like for them?</li> </ul>	5%	3	2
3b	<p><b>Person-centred Approach</b></p> <p>Considering the below case study, how do you ensure children, young people and families users receive a person/family-centred, strength-based approach?</p> <p>How will you ensure care workers work with CYP and families to achieve the best ability, whatever the level of ability for the child or young person?</p> <p><i>Mel is a 6 year old girl who lives in Bermondsey with her mum and 3 brothers. She goes to school at Cherry Tree Gardens and attends full time. She is eligible for transport to and from school.</i></p> <p><i>Mel has a diagnosis of Rett Syndrome and symptoms for her include poor coordination, and repetitive movements. She also has a history of seizures. Mel has very limited language and communication skills, but will sometimes point to indicate her preference for something.</i></p> <p><i>Mel can walk at home, she cannot manage stairs and has a wheelchair which is available for outdoor but she cannot tolerate sitting in it for very long.</i></p> <p><i>She also has severe eczema, and may pick at her skin when she is anxious.</i></p> <p><i>The property has been adapted, with the bath removed as Mel likes to turn on taps, finds</i></p>	10%	3	2



	<p><i>playing in water very enjoyable.</i></p> <p><i>Mum also has a long term health conditions which fluctuate and is sometimes weak/unwell.</i></p> <p><i>One of Mel's brothers is in the process of diagnostic testing for ASD. Mel does not have very much interaction/communication with either or her brothers.</i></p> <p><i>Mel likes animals and often carries plastic animals. She likes to make loud noises, but does not like hearing loud noises. She is attracted to sparkly items.</i></p> <p><i>Mel receives a visit each day from her regular carer worker</i></p> <p><i>It is approaching the end of the school term and mum has requested an increase in care and support over the summer holidays, and this has gone to panel and has been increased to 14 hours per week for 6 weeks. Mum is worried about the change in routine as Mel has a very positive experience at school.</i></p>			
<b>No.</b>	<b>Method Statement 4 – Partnership working (5%)</b>	<b>Sub Weighting</b>	<b>Minimum score</b>	<b>A4 Sides (max.)</b>
<b>4a</b>	<p><b>Partnership Working</b></p> <p>Please detail how you will work collaboratively with the statutory services and other care providers in an area?</p>	<b>5%</b>	<b>2</b>	<b>1</b>
<b>No.</b>	<b>Method Statement 5 – Mobilisation (5%)</b>	<b>Sub Weighting</b>	<b>Minimum score</b>	<b>A4 Sides (max.)</b>
<b>5a</b>	<p><b>Mobilisation</b></p> <p>Please outline your mobilisation plan, referencing your infrastructure and capacity, as well as how you will mitigate any potential issues/challenges that may arise?</p> <p>Your response should include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Risk logs</li> <li>• Indicative timescales</li> </ul>	<b>5%</b>	<b>2</b>	<b>2 (excl. Gantt charts)</b>

No.	Method Statement 6 – Social Value (5%)	Sub Weighting	Minimum score	A4 Sides (max.)
6a	<p><b>Social Value</b></p> <p>Please outline how your organisation will add social value throughout the duration of the contract.</p> <p>Your response should include, but not be limited to:</p> <ul style="list-style-type: none"> <li>• Raising living standard of local residents</li> <li>• Participation and citizen engagement</li> <li>• Environmental sustainability</li> <li>• How compliance with the Ethical Care Charter will be evidenced including paying staff the London Living Wage (LLW)</li> </ul>	5%	2	1

## **SECTION 7 – PRICING SCHEDULE**

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*Please refer to Appendix D (Pricing Schedule)*

## SECTION 8 – FORM OF TENDER

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### FORM OF TENDER

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

**The Project:** Care at Home and in the Community for Children & Young People

**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 Section 7 – 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. 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 7.18 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 Framework Agreement.

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:

## SECTION 9 – CERTIFICATE OF NON-COLLUSION

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

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

TENDER FOR **Care at Home and in the Community for Children & Young People**

**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 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 nation legislation in the Member State 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 or guilty of behaviour that is anti-competitive or restrictive within the meaning of the Competition Act 1998 (or equivalent nation legislation in the Member State 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 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.

**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.....

## OFFENCES CERTIFICATE

**To                      The London Borough of Southwark ('the Authority')**

# TENDER FOR Care at Home and in the Community for Children & Young People

OPTION A:

We **[** do hereby certify that we (nor 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 5 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 organised 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:-
  - (i) the common law offence of cheating the Revenue;
  - (ii) the common law offence of conspiracy to defraud;
  - (iii) 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;
  - (iv) 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;
  - (v) 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;
  - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

- (vii) 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;
  - (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or
  - (ix) 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;
6. any offence listed –
    - (i) in section 41 of the Counter Terrorism Act 2008; or
    - (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection.
  7. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
  8. money laundering within the meaning of section 340(11) and 415 of the Proceeds of Crime Act 2002;
  9. 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;
  10. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
  11. an offence under section 59A of the Sexual Offences Act 2003;
  12. an offence under section 71 of the Coroners and Justice Act 2009;
  13. 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;
  14. an offence under section 2 or 4 of the Modern Slavery Act 2015
  15. any other offence within the meaning of Article 57(1) of the Public Contracts Directive:
    - (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
    - (ii) 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 of 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 3 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.....

## OPTION B

We [ ] do hereby certify that we have been convicted of an offence referred to in Regulation 57 of the Public Contracts Regulations 2015 within the last 5 years, namely:

*Insert full details:*

## AND/OR

We are in, or have been in within the last 3 years, one of the situations referred to in Regulation 57(8) of the Public Contracts Regulations 2015; namely:

*Insert full details:*

We certify that we have:-

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

The evidence of the measures we have taken to demonstrate our reliability are:

We do hereby further undertake that we will notify the Authority if we are convicted of any 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 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.....

## SECTION 11 – CONFIDENTIALITY UNDERTAKING

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### 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 **Care at Home and in the Community for Children & Young People**

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)*

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Date.....