

Instructions to Tenderers for

**Provision of Coroner’s service**

**(Removal of bodies)**

**CONTRACT DURATION:** 3 years ( with the option of 2 year extention)

**CONTRACT START DATE:** 1st December 2022

**FIND A TENDER REFERENCE:**

**DEADLINE FOR SUBMISSION OF YOUR TENDER:** 25th July 2022

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| **Date: 20th June 2022** | Property and Contracts.  London Borough of Camden  Judd Street     London     WC1H 9JE  [www.camden.gov.uk](http://www.camden.gov.uk) |

Dear Bidder

I am pleased to invite you to participate in the Invitation to tender with all the information you need to submit your proposal. Thank you for your interest in bidding for this contract and I look forward to receiving your completed tender for Provision of coroner’s service (removal of bodies) by midday on 25th July 2022.

The aim of this tender is to select a contractor to carry out the services in accordance with the Contract Specific Requirements (see paragraph 3.3 below) and Schedules included in this ITT.

Should you have any questions concerning this tender you should contact LB Camden using the messaging system in the e-tendering portal.

Please note that all clarification requests should be received by midday on 11th July 2022.LB Camden cannot guarantee to respond to any requests received after this time but will endeavour to do so.

In summary this Tender is comprised of the following key documents:

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| **Document** | **Purpose** | **Action required by Suppliers** |
| **Instructions to Tenderers (this document)** | Sets out the tender process, and the legal framework within which the tender will be conducted. | To note information and ensure compliance |
| **Being a Camden Supplier – Supporting Camden 2025 Guidance for Tenderers** | Summarises the vision for Camden in 2025 and highlights some of the initiatives and social value priorities through which suppliers will be required to contribute to this vision. | Note the information, ensure your compliance and consider how you can support Camden 2025. |
| **Specification** | Sets out in detail the Council’s requirements for this service | Read carefully and ensure that you can deliver all the requirements |
| **Conditions of Contract** | Sets out the terms of the the Contract to be entered into between the Council and the successful Supplier. | Read carefully and ensure that you can comply |
| **Form of Tender** | A form which the Supplier completes with details of their offer and formal confirmation of compliance with the Council’s conditions. | Complete fully and submit by the Tender deadline |
| **Award Criteria / method statement** | These are used, along with the pricing schedule, to assess the Supplier’s proposals for delivering the service and therefore ascertain the winning Tender. | Respond to all questions and submit by the Tender deadline |
| **Pricing Schedule** | For Suppliers to set out their Tender Price for delivering the Service | Complete fully and submit by the Tender deadline. |

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# SECTION 1: INTRODUCTION & OVERVIEW

* 1. Project Information
     1. General

The London Borough of Camden (‘the Authority’) is seeking to award a contract for the provision of Coroner’s service (removal of bodies).

This is an external statutory service to remove decreased bodies from the place of the death to an appointed mortuary. The coroners service advises if an autopsy is required where unusual or unnatural deaths occur. Total annual value is estimated at £150,000.00.

The body removal service will be procured on behalf of the Inner North London Coroner’s jurisdiction, which is a consortium of the boroughs of Camden, Islington, Hackney and Tower Hamlets with Camden serving as the designated lead. The contract will be for an initial period of three (3) years commencing on 1st December 2022 with the option of one extension period of two (2) years.

Full details of the service requirements are set out in the Specification.

* + 1. Procurement Process

The procurement will be undertaken using the Open Procedure as described in the Public Contracts Regulations 2015.

* 1. Background
     1. The Authority was created in 1965 with the aim of providing more efficient local government for the communities previously served by the old Metropolitan Boroughs of Hampstead, Holborn and St Pancras.
     2. The document [Camden 2025](http://www3.camden.gov.uk/camden2025/) sets out our vision for Camden in 2025, a place where everyone contributes to our shared goal of achieving a safe, fair, creative and active community. This is a new community vision, developed in partnership with our residents, community organisations, businesses and other partners, that sets out the key ambitions for the borough up to 2025. Please refer to the document ‘Being a Camden Supplier – Supporting Camden 2025’ for further information about how you will support this and the delivery of the [Camden 2025](http://www3.camden.gov.uk/camden2025/) vision as our supplier.
     3. The Authority employs approximately 4,800 people (excluding schools) across the Borough and serves a population of over 250,000 people, with a day time population of over 500,000. Our annual third party spend is approximately £400m. Find more facts about Camden [here](http://www3.camden.gov.uk/camden2025/wp-content/uploads/2017/12/camdenfacts.pdf). Our responsibilities include delivering services across:

**Supporting people**

Supporting people focuses on ensuring that children and vulnerable adults are kept safe as well as supporting individuals and families to overcome disadvantages, be resilient and live healthily and independently wherever possible. This directorate covers all of Camden’s services for children, young people, adults and families who are in need.

**Supporting communities**

Supporting communities focuses on creating the conditions for people to lead high quality, and fulfilling lives, in healthy, safe and resilient communities. This directorate covers all of Camden’s services for environment, leisure, safety and housing management.

**Corporate services**

Corporate services focuses on our strategic direction and providing essential support services. It oversees our use of resources, develops our digital and data capabilities and helps us adapt and change to remain innovative and ensure we are focused on the future. This directorate covers our HR, finance and corporate functions as well as Camden’s customer services.

**Public Health**

Public Health focuses on helping people to stay healthy and protecting them from threats to their health. It supports people to make healthier choices and aims to minimise the risk and impact of illness. This directorate is a shared service with the London Borough of Islington.

# SECTION 2: TENDER GUIDANCE

1. 1. Instructions

These instructions are designed to ensure that all Suppliers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified.

Suppliers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Suppliers are advised therefore to acquaint themselves fully with the extent and nature of the Authority’s requirements as stated in the specification and elsewhere in the tender documentation.

* + 1. **Tender communications**

1. Unless stated otherwise in these Instructions or in writing from the Authority, all communications including clarification requests from Suppliers during the period of this procurement exercise must be directed to **Joana Heliotrope** using the messaging facility in the e-tendering system **Proactis**.
2. All material issued in connection with this Invitation to Tender (ITT) shall remain the property of the Authority and shall be used only for the purpose of this procurement exercise
3. The Supplier shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions.
4. Suppliers shall accept and acknowledge that, by issuing this ITT, the Authority shall not be bound to accept any Tender and reserves the right not to conclude a Contract for any or all of the Authority’s requirements as stated in the specification for which Tenders are invited.
5. The Authority reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
   * 1. **Tender Validity**
6. Your Tender should remain open for acceptance for a period of **90 days**. A Tender valid for a shorter period may be rejected.
   * 1. **Timescales**
7. The proposed procurement timetable is set out below. This is intended as a guide and whilst the Authority does not intend to depart from the timetable it reserves the right to do so at any stage.

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| --- | --- |
| DATE | STAGE |
| 20th June 2022 | Tender published |
| 11th July 2022 | Clarification period closes |
| 25th July 2022 | Closing date and time for receipt of tenders |
| Week commencing 25th July 2022 | Evaluation of tenders commences |
| August 2022 | Notification of proposed appointment |
| August 2022 | Expiry of standstill period |
| September 2022 | Appointment of Provider |
| 1st December 2022 | Commencement Date of Contract |
| 30th November 2027 | Contract completion date |

* + 1. **Preparation of Tender**

1. Suppliers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Suppliers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisers, be liable for any costs or expenses borne by Suppliers, sub-contractors, suppliers or advisers in this process.
2. The Authority relies on Suppliers' own analysis and review of information provided. Consequently, Suppliers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
3. Suppliers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Authority’s requirements as stated in the specification and in preparing their Tenders. Suppliers should notify the Authority promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.
   * 1. **Submission of Tenders** 
        1. You must submit your Tender via the Authority’s e-tendering tool no later than the deadline of midday on **12pm MONDAY 25TH JULY 2022**. The e-tendering system will not allow the late submission of tenders. Suppliers should allow sufficient time for the completion of all questions and uploading of all required documentation. If a Supplier can clearly demonstrate exceptional technical difficulties in submitting their Tender, the Authority may extend the Tender deadline until such difficulties have been resolved.
        2. Tenders may be submitted at any time before the closing date and may also resubmit any number of times before the deadline. Tenders received before this deadline will be retained unopened until after the closing date. The Authority shall not have visibility of any submissions until after the deadline.
        3. The Authority may at its own absolute discretion extend the closing date and the time for receipt of Tenders. Any extension granted will apply to all Suppliers.
        4. The Tender and any documents accompanying it must be in the English language.
        5. Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

**The following documents must be submitted:**

**Form of Tender** – The Form of Tender must be submitted in a single document in MS Word or PDF format:

1. Duly completed using the pro forma supplied (please name the document “Form of Tender” and add your organisation’s name in the filename). The Form of Tender must be signed:
   * + where you are a sole trader, by you;
     + where you are a partnership, by at least two duly authorised partners;
     + where you are a company within the meaning of the Companies Act, either by two directors or a director and a company secretary.
     + where you are a consortium that is not a legal entity in its own right, by the consortium leader.
2. Suppliers should note that in case of a consortium bid, the consortium leader will be required to accept responsibility for service delivery and will be held liable on behalf of its consortium partners as per the contract terms and conditions.
3. Suppliers should also note that if information concerning a potential partner in the form of a consortium member is provided in the bid, the bidder will not be able to make any changes to the use of that member during the term of the contract without obtaining prior written consent from the Authority.
4. **Response to Selection Criteria (refer to section 2.2.2 below)**
5. Suppliers must complete the embedded questionnaire within the e-tendering portal (ProContract)
6. If tendering as a partnership or consortium you must respond to the selection criteria in relation to each partner/member. Your response must confirm whether any partner/member would fail any of the selection criteria.
7. **Response to Award Criteria (refer to section 2.2.6 below)**
8. to be a single document in MS Word or PDF format (please name the document “Tender Schedules” and add your organisation’s name and the contract name in the filename).
9. to be duly completed and responding to each question in full and within the word count.
10. to have all parts with the correct name and number.
11. to have your organisations name in the header or footer of each and every page of the response.
12. not to include any appendices or attachments unless requested
13. **Social Value Matrix**
14. duly completed using the pro forma supplied (please name the document “Social Value Matrix” and add your organisation’s name in the filename).
15. **Pricing Schedule**
16. duly completed using the pro forma supplied (please name the document “Pricing Schedule” and add your organisation’s name in the filename).
    * 1. **Confidentiality**
         1. Subject to the exceptions referred to in paragraph 2.1.8, the contents of this ITT are being made available by the Authority on condition that:
17. Suppliers shall at all times treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential, save in so far as they are already in the public domain;
18. Suppliers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender;
19. Suppliers shall not undertake any publicity activity within any section of the media in relation to any or all of this procurement, and/or the ITT and/or the Information.
    * + 1. Suppliers may disclose, distribute or pass any of the Information to the Supplier’s advisers, sub-contractors or to another person provided that this is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Supplier.
      1. **Freedom of Information**
         1. The Authority is a public authority for the purposes of the Freedom of Information Act 2000 (‘FOIA’) and the Environmental Information Regulations 2004 (‘EIR’). It may receive requests for information the Supplier has submitted to the Authority. The Authority will handle these requests in accordance with FOIA, EIR, and the current version of the s45 FOIA Code of Practice.
         2. In respect of any information submitted by a Supplier that it considers to be commercially sensitive, the Supplier should clearly identify such information as such. Suppliers are advised to bear in mind the requirements of FOIA and EIRs when so marking information.
         3. Suppliers should note that the Authority may be required to disclose information in accordance with FOIA or EIRs, whether or not identified as ‘commercially sensitive’, ‘confidential’ etc.  The decision about release or withholding is legally solely the council’s.  Accordingly, the Authority cannot guarantee that any information marked ‘confidential’ or ‘commercially sensitive’ will be withheld.
         4. However, if a request for relevant information is received, the Authority will ask the Supplier to make any representations in respect of information marked ‘confidential’, ‘commercially sensitive’ etc, and where the Supplier provides those representations within the time period given, the Authority will take these fully into account before making a decision.
         5. Where, during the procurement process, a Supplier receives a FOIA or EIR request for information relating to this procurement or its documentation this must be immediately passed on to the Authority at [FOI@camden.gov.uk](mailto:FOI@camden.gov.uk) and the Supplier must not attempt to answer the request unless expressly authorised to do so by the council.
      2. **Canvassing**
         1. Any Supplier who directly or indirectly canvasses any officer, member, or any of Officers of the Authority concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Supplier, Tender or proposed Tender will be disqualified.
      3. **Disclaimers**
         1. Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
         2. Neither the Authority, nor any their advisers, nor their respective directors, officers, members, partners, employees, other staff or agents will accept any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
         3. Any persons considering making a decision to enter into contractual relationships with the Authority, following receipt of the ITT, should make their own investigations and their own independent assessment of the Authority requirements as stated in the specification and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with clause 2.1.15 of this Invitation to Tender.
         4. Any Contract established as a result of this ITT shall be governed by English law.
      4. **Collusive Behaviour**

Any Supplier who:

* + - 1. fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
      2. communicates to any party other than the Authority or, as applicable, the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
      3. enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
      4. enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
      5. offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Supplier may attract) be disqualified.
    1. **Anti-Fraud, Bribery and Corruption**

Any Supplier who directly or indirectly makes payments or any other inducements to any Member or Officers of the Authority concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such Member or Officer or concerning any other Supplier, Tender or proposed Tender will be disqualified.

* + 1. **No Inducement or Incentive**

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Supplier to submit a Tender or enter into the Contract or any other contractual agreement.

* + 1. **Acceptance**

1. The Supplier in submitting the Tender undertakes that in the event of the Tender being accepted by the Authority and the Authority confirming in writing such acceptance to the Supplier, the Supplier will within 30 days of being called upon to do so by the Authority execute the Contract in the form set out in this ITT or in such amended form as may subsequently be agreed.
2. The Authority shall be under no obligation to accept the lowest or any tender.
   * 1. **Queries Relating to Tender**
3. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with 2.1.1 and 2.1.3 of these Instructions.
4. The Authority will endeavour to answer all questions within 3 working days of receipt. Regulation 53(6) of the Public Contracts Regulation 2015 requires that Contracting Authorities respond to any request for clarification at least 6 days’ before the deadline for receipt of Tenders. In order to satisfy this requirement, the Authority has designated a specific window of time to deal with clarification requests from Suppliers. All clarification requests should be received by date and time set out in clause 2.1.3. ‘Timescales’
5. Clarification requests must be submitted to the Authority through the e-tendering portal as detailed in Clause 2.1.1.
6. In order to ensure equality of treatment of Suppliers, the Authority intends to publish the questions and clarifications raised by Suppliers together with the Authority’s responses (but not the source of the questions) to all participants on a regular basis.
7. The Authority reserves the right not to respond to, or circulate, a request for clarification where it considers that the answer to that request could prejudice its commercial interests.
   * 1. **Amendments to Tender Documents**

At any time prior to the deadline for the receipt of Tenders, the Authority may modify the ITT by amendment. Any such amendment will be issued through the e-tendering system in order to give prospective Suppliers reasonable time in which to take the amendment into account in preparing their Tenders. The Authority may, at its discretion, extend the Deadline for receipt of Tenders.

* + 1. **Tender Withdrawal**

Suppliers may withdraw their Tender at any time prior to any acceptance of the offer by the Authority. The notice to withdraw the Tender must be submitted using the messaging service in the e-tendering system.

* + 1. **Right to Reject/Disqualify**

The Authority reserves the right to reject or disqualify a Supplier where:

1. the Supplier fails to comply fully with the requirements of this Invitation to Tender;
2. the Supplier is guilty of serious misrepresentation in relation to its Tender; expression of interest; the Selection Questionnaire (SQ) and/or the Tender process; or
3. there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Supplier; or
4. some other right exists and is applicable under the Public Contract Regulations 2015 entitling the Authority to reject the Tender.

For the avoidance of doubt, bidders should note the Authority considers (but not exclusively) the following to amount to Grave Professional Misconduct under reg. 57(8)(c) of the Public Contracts Regulations 2015 - any actions (including omissions), statements or proposed contract delivery methodology that in the Authority’s opinion:

i. Has an impact on the professional and ethical credibility of the supplier/contractor and would negatively impact the Authority’s reputation and standing.

ii. Results in the failure to update the Authority of any changes affecting the supplier / contractor’s standing (including that of its staff and sub-contractors) that would have impacted on its selection, could impact on the value for money or delivery of the contract or affect the Authority’s contractual decision-making process.

iii. results in the failure to disclose conflicts of interest within its organisation affecting the contract or its contractual relationships with the Authority

iv. misleads or attempts to mislead the Authority or public either by the supplier / contractor

v. abuses the contractor / supplier’s position by taking unfair advantage of the Authority or the public

vi. where applicable, the contractor /supplier breaches the professional codes of conduct and standards that are set out within the relevant professional body or otherwise acts in a way that is inconsistent with the obligations of its profession

vii. compromises the Authority’s ability to comply with the Public Sector Equality Duty under Part 11 of the Equality Act 2010 to advance equality of opportunity between people who share a protected characteristic (“protected group of people”) and people who do not share it; and foster good relations between people who share a protected characteristic under Part 11 of the Equality Act 2010

viii. amounts to discrimination, harassment, victimisation of any group of people

ix. Is indicative of profiling or stereotyping in a way that is inconsistent with the Authority’s Statement of Intent or other discriminatory behaviour directed towards any group of people

x. Has used racist or racially insensitive language or evidence of other discriminatory practices.

Any such acts, omissions or similar that is in serious contravention to the Authority’s Equality Policy, shall amount to grave professional misconduct which renders the bidder’s integrity questionable, and so provides grounds for disqualification under reg. 57(8)(c) of the Public Contracts Regulations 2015. The above thresholds for grave professional misconduct shall be applied throughout the bidder’s tender response and the tenderer shall be continued to be measured against such standards through to contract termination, if awarded. Bidders guilty grave professional misconduct may be excluded from the Authority’s procurement for up to 3 years.

* + 1. **Right to Cancel, Clarify or Vary the Process**

The Authority reserves the right to:

1. amend the terms and conditions of the Invitation to Tender process;
2. cancel the evaluation process at any stage; or
3. require the Supplier to clarify its Tender in writing and/or provide additional information. Failure to provide all the details requested may result in the tender being rejected.
   * 1. **Notification of Award**

The Authority will notify the successful and unsuccessful Suppliers of the contract award using the messaging facility in the e-tendering system.

* + 1. **Debriefing**

The award notification referred to in 2.1.21 above shall advise the unsuccessful Suppliers of the arrangements for debriefing.

* 1. Tender Evaluation
     1. Introduction
        1. The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.
        2. The process will require a single tender submission with evaluation being against selection and award criteria. The details of these criteria are set out below. Suppliers will be required to meet all the specified selection criteria prior to their Tender being evaluated against the award criteria. All Tenders passing the selection criteria shall be evaluated against the award criteria.
     2. Selection Criteria
        1. The Supplier is required to complete the embedded questionnaire within the e-tendering portal (ProContract). The Selection Criteria are summarised below and full details of the information required to be included in the Tender are to be answered through ProContract.
     3. Part 1: Potential Supplier Information
        1. Suppliers who pass all the pass/fail assessments, as set out in the table below, will have met the minimum standards for Part 1. A Supplier who fails to provide all of the information required may, at the discretion of the Authority, be deemed non-compliant and be excluded from the remainder of the process.

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| **Section 1** | **Potential supplier information** |
| Question  Number | Assessment |
| 1.1(a) to 1.1(h) | Information only |
| 1.1(i) – (i) | **Pass** – if your organisation does not need to be registered, or is registered, with the appropriate professional or trade register(s) in the member state where it is established.  **Fail** – if your organisation needs to be registered with the appropriate professional or trade register(s) in the member state where it is established and is not. |
| 1.1(i) – (ii) | **Pass** – if you responded yes to 1.1(i) – (i) and provided the relevant details, including the registration number(s).  **Fail** – if you responded yes to 1.1(i) – (i) and did not provide the relevant details, including the registration number(s). |
| 1.1(j) – (i) | Information only. |
| 1.1(j) – (ii) | **Pass** – if you responded yes to 1.1(j) – (i) and provided additional details of what is required and confirmation that you have complied with this.  **Fail** – if you responded yes to 1.1(j) – (i) and did not provide additional details of what is required and confirmation that you have complied with this. |
| 1.1(k) – 1.1(p) | Information only. |

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| **Section 1** | **Bidding model** |
| Question  Number | Assessment |
| 1.2(a)-(i) – 1.2(b)-(ii) | Information only. |

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| **Section 1** | **Contact details and declaration** |
| Question  Number | Assessment |
| 1.3(a) – 1.3(f) | Information only. |
| 1.3(g) | **Pass** – if signed.  **Failed** – if not signed. |
| 1.3(h) | **Pass** – if dated.  **Failed** – if not dated. |

* + 1. Part 2: Exclusion Grounds
       1. Suppliers must provide all the relevant information required and demonstrate that they do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation. Suppliers who pass the pass/fail assessments, as set out in the table below, will have met the minimum standards for Part 2. Suppliers which do not demonstrate these measures shall be deemed non-compliant and excluded from the remainder of the Tender process.

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| **Section 2** | **Grounds for mandatory exclusion** |
| Question  Number | Assessment |
| 2.1(a) | Information only. |
| 2.1(b) | **Pass** – if you have answered yes to question 2.1(a) and provided further details as specified.  **Fail** – if you have answered yes to question 2.1(a) and not provided further details as specified. |
| 2.2 | **Pass** – If you have answered no or you have answered yes to any of the points above and measures have been taken to demonstrate the reliability of your organisation despite the existence of a relevant ground for exclusion.  **Fail** – If you have answered yes and have not suitably demonstrated that measures you have taken do not demonstrate the reliability of your organisation despite the existence of a relevant ground for exclusion. |
| 2.3(a) | Information only. |
| 2.3(b) | **Pass** – If you have answered no, or answered yes to question 2.3(a), and have provided further details confirming that you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.  **Fail** – If you have answered no to question 2.3(a) and you have not confirmed or demonstrated that you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines. |

* + - 1. Please Note: The Authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions

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| **Section 3** | **Grounds for discretionary exclusion** |
| Question  Number | Assessment |
| 3.1(a) – 3.1(j)-(v) | Information only. |
| 3.2 | **Pass** – If you have answered no or you have answered yes to any of the above and measures have been taken to demonstrate the reliability of your organisation despite the existence of a relevant ground for exclusion.  **Fail** – If you have answered yes to any of the above and have not suitably evidenced that measures have been taken to demonstrate the reliability of your organisation despite the existence of a relevant ground for exclusion. |

* + 1. Part 3: Selection Questions
       1. Suppliers must provide all the information required and those who pass all the pass/fail assessments, as set out in the table below, will have met the minimum standards for Part 3. Suppliers which fail to provide all the information required may, at the discretion of the Authority, be deemed non-compliant and excluded from the remainder of the Tender process.

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| **Section 4** | **Economic and financial standing** |
| Question  Number | Assessment |
| 4.1 (1 stage) | **Pass** – If you have answered yes and have provided a copy of your audited accounts for the last two years, if requested  **Fail** – If you have answered yes and cannot provide a copy of your audited accounts for the last [two] years, if requested  **Pass** – if you have answered no and have uploaded the evidence to demonstrate your economic or financial standing in either 4.1(a), 4.1(b) or 4.1(c).  **Fail** – if you have answered no and you have not uploaded the evidence to demonstrate your economic or financial standing in either 4.1(a), 4.1(b) or 4.1(c). |
| 4.1(a) | **Pass** – If you have answered yes and have provided a statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.  **Fail** – If you have answered yes and cannot provide a statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation. |
| 4.1(b) | **Pass** – If you have answered yes and have provided a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.  **Fail** – If you have answered yes and cannot provide a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. |
| 4.1(c) | **Pass** – If you have answered yes and have provided alternative means of demonstrating financial status if any of the above are not available.  **Fail** – If you have answered yes and cannot provide alternative means of demonstrating financial status if any of the above are not available. |
| 4.2 | The Authority has set the following threshold of a current ratio of 1 or greater. This information will be taken from the bidder’s submitted year end accounts.  For financial assessment the Authority will utilise financial assessment techniques in line with Cabinet Office information note PPN 02/13.  **Pass** – If you have answered yes and have demonstrated you meet the specified minimum level of economic and financial standing and/or a minimum threshold within the evaluation criteria for this procurement.  **Fail** – If you have answered no, or you have answered yes and have not demonstrated you meet the specified minimum level of economic and financial standing and/or a minimum threshold within the evaluation criteria for this procurement. Decision will be at the discretion of the Authority who will look at all other financial information provided and available and measure in context with the procurement’s size, complexities and risk as per latest PPN guidance. |

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| **Section 5** | **If you have indicated in Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details** |
| Question  Number | Assessment |
| Name of organisation | Information only. |
| Relationship | Information only. |
| 5.1 | **Pass** – If you have answered yes and have provided parent company accounts if requested.  **Fail** – If you have answered no or answered yes and not provided parent company accounts if requested. |
| 5.2 | **Pass** – If you have answered yes and the parent company is willing to provide a guarantee if necessary.  **Fail** – If you have answered yes and have not demonstrated that the parent company is willing to provide a guarantee if necessary. |
| 5.3 | **Pass** – If you have answered yes and have obtained a guarantee elsewhere.  **Fail** – If you have answered no or answered yes and have not obtained a guarantee from elsewhere. |

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| **Section 6** | **Technical and professional ability** |
| Question  Number | Assessment |
| 6.1 | **Pass –** If you have provided the required information of up to three contracts where you have provided services that are relevant to our requirements and that details of the three contracts have been entered into the table on ProContract.  **Fail –** If you have not provided the required information of up to three contracts where you have provided services that are relevant to our requirements and that details of the three contracts have been entered into the table on ProContract. |
| 6.2 | **Pass** – If you have demonstrated when sub-contracting how you have previously maintained healthy supply chains with your sub-contractor(s), and have evidenced at least the minimum details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UKPrompt Payment Code (or equivalent schemes in other countries).  **Fail –** If you have not demonstrated when sub-contracting previously how you have maintained healthy supply chains with your sub-contractor(s), and/or have not evidenced the minimum details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries). |
| 6.3 | **Pass** – If you have demonstrated experience of technical and professional ability relevant to the requirements of this service.  **Fail –** If you have not demonstrated experience of technical and professional ability relevant to the requirements of this service. |

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| --- | --- |
| **Section 7** | **Modern Slavery Act 2015** |
| Question  Number | Assessment |
| 7.1 | Information only |
| 7.2 | **Pass –** If you have answered yes to question 7.1 and are compliant with the reporting requirements and provided the relevant URL.  **Fail** – If you have answered yes to question 7.1 and are not compliant with the annual reporting requirements and have not demonstrated a suitable explanation as to the reasons why. |

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| **Section 8** | **Additional Questions** |
| **8.1** | **Insurance** |
| Question  Number | Assessment |
| (a) | **Pass** - If insurance levels are in place or can be in place by the start of the Contract.  **Fail** - If insurance levels are not in place and cannot be in place by the start of the Contract. |

Sections 8.2 and 8.3 not in use.

|  |  |
| --- | --- |
| **Section 8** | **Additional Questions** |
| **8.4** | **General Data Protection Regulations (GDPR)** |
| Question  Number | Assessment |
| 8.4a – 8.4m | **Pass –** If you have provided information that demonstrates your organisation can provide ‘sufficient guarantees’ that the requirements of the GDPR and the Data Protection Act 2018 will be met and that the rights of data subjects will be properly protected.  **Fail –** If you have not provided information that demonstrates your organisation can provide ‘sufficient guarantees’ that the requirements of the GDPR and the Data Protection Act 2018 will be met and that the rights of data subjects will be properly protected. |

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| --- | --- |
| **8.5** | **Equality and Diversity** |
| Question  Number | Assessment |
| 8.5 | **Pass –** If you have provided your policies **and** evidence of application of your written policy and processes that demonstrates appropriate awareness to equality and diversity issues surrounding the activities of your business and active compliance with of the Equality Act 2010.  **Fail –** If you have not provided your policies **and** evidence of application of your written policy and processes that demonstrates appropriate awareness to equality and diversity issues surrounding the activities of your business and active compliance with of the Equality Act 2010. |

* + 1. Award Criteria
       1. Suppliers’ response to the questions contained in Award Criteria/Method Statement (Schedule 3.2) along with their pricing information (Schedule 3.4) and any other information, specifically related to the evaluation of Tenders will be evaluated against all of the following criteria.

1. The tender Award Criteria are as follows:

Table 1 - Award Criteria

|  |  |
| --- | --- |
| High Level Award Criteria | |
| Criterion | Percentage weightings |
| Price | 60% |
| Quality | 40% |
| Detailed Award criteria |  |
| 1. Implementation and Risk plan | 8% |
| 1. Approach to flexible service delivery and partnership working / change to volume. Outline processes in relation to partnership working in delivery of the service | 8% |
| 3. Staffing Structure, Recruitment and Staff Retention, and Equality, Diversity and inclusion | 6% |
| 4. Contract Performance and Outcomes Management | 4% |
| 5. Professional training / codes of conduct and manual handling | 4% |
| 6. Social value | 10% |

For the purposes of the Social Value component of the evaluation criteria, Tenderers should complete the **Social Value Matrix**, noting the following Social Value outcomes are of high priority to the Council and an Absolute Must (as a minimum) for the purposes of this Tender:

* Create one apprenticeship opportunity within one of the four boroughs. Support will be available from the Camden Apprenticeship Team.
* Work experience for returning to the work place after child care responsibilities.

Tenderers should also read the instructions within the Social Value Matrix (Schedule 3.9) on how to complete Additional Social Value outcomes and Other Social Value outcomes.

1. Account will also be taken of any factors which may impact on the Suppliers suitability that emerge from the tendering process and relate to information previously provided by the Supplier as part of the selection process. If the Suppliers circumstances have changed significantly from the position stated in the SQ this may lead to the Supplier no longer being able to participate further in the Tender process.
   * 1. Evaluation of Award Criteria - Quality
        1. The evaluation panel will use the following scoring key when scoring each quality Award Criteria question:

|  |  |  |
| --- | --- | --- |
| **QUALITY SCORING CRITERIA**  *Note also Social Value specific element of the scoring* | | |
| **Score** | **Description** | **Definition** |
| 0 | No response or for the Social Value element of the response, the response is unacceptable | **Award Criteria**  No response or response completely fails to address the question, or the response is considered generally irrelevant to question. |
| **The Social Value Matrix offer (SVMO) submitted:**   * Has not been completed at all; and/or * Has insufficient information such that the SVMO is totally un-assessable and or incomprehensible. |
| 1 | Poor | **Award Criteria**  The response contains some major weaknesses or omissions that would impact delivery of the requirements of the question |
| **The Social Value Matrix offer (SVMO) submitted:**   * Has insufficient evidence to demonstrate that the relevant priority areas outlined can be met; and/or * Has significant omissions and/or there are serious doubts/concerns about aspects of the SVMO in terms of the deliverables, the approach, identified milestones, responsibility and evidence to demonstrate progress/achievements. |
| 2 | Weak | **Award Criteria**  Response is incomplete or contains minor weaknesses or has omissions that may impact on delivery of the requirements of the question |
| **The Social Value Matrix offer (SVMO) submitted:**   * Provides some limited evidence and assurance that the relevant priority areas outlined would be delivered; and/or * Has some omissions and/or there are some minor doubts/concerns about aspects of the SVMO in terms of the deliverables, the approach, identified milestones, responsibility and evidence to demonstrate progress/achievements. |
| 3 | Good | **Award Criteria**  The response meets all requirements of the question |
| **The Social Value Matrix offer (SVMO) submitted:**   * Provides some satisfactory evidence and assurance that the relevant priority areas outlined would be delivered; and/or * There are no doubts/concerns about aspects of the SVMO in terms of the deliverables, the approach, identified milestones, responsibility and evidence to demonstrate progress/achievements. |
| 4 | Strong | **Award Criteria**  The response exceeds the requirements of the question, is clear and presents strengths in key areas, with no material weaknesses or omission. |
| **The Social Value Matrix offer (SVMO) submitted:**   * Provides good evidence and assurance that the priority areas outlined would be delivered to a good standard; and/or * Is robust and all aspects of the SVMO gives confidence. |
| 5 | Excellent | **Award Criteria**  The response exceeds requirements of the question in all areas, demonstrates significant strengths and significant added value. |
| **The Social Value Matrix offer (SVMO) submitted:**   * Provides strong evidence and assurance that the priority areas outlined would be delivered to an excellent standard; and/or * Exceeds expectations and all aspects of the SVMO provide full confidence. |

* + 1. Evaluation of Award Criteria - Price
       1. Price evaluation will be based on the rates submitted using the pricing schedule spreadsheet.
       2. Scores will be assigned to each Tender Price by measuring each price against the lowest priced compliant tender submitted. The lowest priced compliant tender will achieve the maximum score and any prices above the lowest will be allocated a score based on the following formula:

|  |  |  |  |
| --- | --- | --- | --- |
| Price Score = | Lowest tender price | x | [60] |
| Your tender price |

For example based on a notional figure of £20,000 for the lowest tender price, scores would be awarded as follows:

|  |  |  |
| --- | --- | --- |
| Supplier | Tender Price | Price Score awarded (/60) |
| A | £20,000 | 60.0 |
| B | £25,000 | 48.0 |
| C | £22,000 | 54.5 |
| D | £28,000 | 42.9 |
| E | £26,000 | 46.2 |

* + - 1. Please provide:

Using the Pricing Schedule template provided (Schedule 3.4), please provide your proposed cost for running the service over the contract period. Please ensure you complete all tabs; Tender Price and Cost Breakdown. Suppliers must include the indicative prices for years 4 and 5.

The price submitted should be inclusive of the London Living Wage throughout the contract period. The London Living Wage is £11.05 per hour as at November 2021.

Please note that any Tender with a tender price in excess of £150,000 for any contract year in the Initial Term (2022 to 2025), may be rejected at the discretion of the Authority.

* + 1. Minimum thresholds
       1. The Authority has set a minimum threshold for the quality evaluation of 60% out of the total available quality score. The Authority reserves the right to reject any Tender that does not achieve a quality score equal to or in excess of this threshold regardless of whether, for example, it has achieved a good or the best winning score overall.
       2. The Authority also reserves the right to reject any Tender in which the Tender Price for any Contract Year in the Initial Term (1st December 2022 for an initial 3 years) is in excess of the annual budget for the Service, (as set out in 1.1.1 above), regardless of whether, for example, it has achieved a good or the best winning score overall.
       3. Subject to passing these minimum thresholds a Supplier will be successful if their bid, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous Tender(s) based on the award criteria set out in table 1.
       4. Please note, that any Tender that fails to meet any minimum threshold cannot be regarded as the lowest priced compliant tender for the purpose of price evaluation, as set out 2.2.9.2 above.
    2. Evaluation Process
       1. The evaluation process will feature the following phases:

Phase 1 – Compliance Checks

1. Receipt and Opening

Tender responses will be formally logged upon receipt in accordance with the Authority’s procurement procedures. The e-tendering system will not allow for late submission of Tenders see clause 2.1.6 Submission of Tenders.

1. Compliance Check

A check will be undertaken for compliance against the mandated ITT Requirements.

The evaluation of Tenders will, as applicable, proceed through some, or all of the following phases of evaluation:

Phase 2 – evaluation against Selection Criteria

* An evaluation panel will assess the Tender against each of the selection criteria. Suppliers will be required to meet all the specified selection criteria prior to their Tender being evaluated against the award criteria. If any criteria are not met, evaluators may ask further questions or request further information or to confirm your response. Any Tender which does not pass all of these selection criteria shall, at the discretion of the Authority, be eliminated from the Tender process and will not be assessed further. However, this discretion does not apply to any Tender where a supplier has failed to demonstrate they do not meet any of the grounds for mandatory exclusion (Part 2: Exclusion Grounds).

Phase 3 – evaluation against Award Criteria

* Quality Evaluation – the evaluation panel will evaluate the Supplier’s response to the Award Criteria - Quality (schedule 3.2) in accordance with section 2.2.4 and the schedules.
* Price Evaluation - the price evaluation will be carried out in accordance with the Pricing Schedule and section 2.2.5
* Moderation of Scores - Officers will meet to review the tender submissions and agree the scores to produce preliminary ranking. Where the evaluation panel cannot agree a score for any question then the Procurement reserves the right moderate a single score based on the overall evaluation comments and submission having due consideration for the scoring criteria.

Phase 4 – Clarifications

* Clarifications from Suppliers around their tenders will be sought if required.

Phase 5 – Final Tender score

* Final moderation meeting to moderate and agree final quality and price score. Total tender score (out of 100) will then be calculated by adding the total quality score (out of 40%) to the total price score (out of 60%). A final ranking will be produced based on the tender score of each Tender and taking account of the minimum thresholds.
* Evaluation Report and Recommendation will be produced.
* Approvals will be sought at the appropriate level of the organisation and in accordance with the Authority’s governance process.
  + - 1. Suppliers will be successful if their bid, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous Tender(s) based on the award criteria set out in table 1
    1. Award

(a) The Authority will inform all Suppliers via the e-procurement messaging tool of the intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Supplier(s).

(b) All unsuccessful Suppliers will be notified via the e-procurement messaging tool at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

1. the award criteria
2. the score of the Supplier
3. the name of the successful Supplier/s and why that Supplier was successful
4. the score for the successful Supplier/s
5. Unsuccessful Suppliers will be able to seek a debrief