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INVITATION TO TENDER

In respect of the Framework Agreement for the placement of children and young people in foster care under the Light Touch Regime

Supply the South West reference number:

Date of release

Version No: 1

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SECTION 1 – THE REQUIREMENT

1.1 Introduction

Bath and North East Somerset Council (“the Council”) acting as the Lead Authority on behalf of participating Local Authorities of Bristol City Council, South Gloucestershire Council, Gloucestershire County Council, North Somerset Council, Swindon Borough Council, Wiltshire Council and Bath & North East Somerset Council (the Local Authorities), are seeking tenders to meet the following categories of need:

- Category A: Standard Foster Care Placements¹
- Category B: Parent and Child Placements
- Category C: Unaccompanied Asylum Seekers
- Category D: Solo Placements
- Category E: Placements for children and young people with a disability (to include learning, physical and sensor impairments)

1.2 Overview

The Council wishes to establish a multi-provider Agreement for the provision of the placement of children and young people in foster care. The Council is managing this procurement in line with the Public Contracts Regulations 2015 (Light Touch Regime).

The Council is procuring the Framework Agreement on behalf of itself and Bristol City Council, South Gloucestershire Council, Gloucestershire County Council, North Somerset Council, Swindon Borough Council and Wiltshire Council, who will all sign ‘The National Fostering Contract’ (attached) with each Provider and then run mini competitions to place children.

Whilst procurement rules do not allow the Local Authorities (LAs) to geographically limit the providers who wish to be placed on this Dynamic Purchasing System (DPS), the LAs will, in line with other legislation, place children within their own LA and within that adjacent to them, unless the needs of the child prohibit this.

¹ N.B. standard placements are likely to include CSE/trafficked children, sexually dysfunctional behaviour, emotional and behavioural disorders and short term crisis/intervention placements.

1.3a Main Specification



S1 - Service
Specification

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SCHEDULE 1

SERVICE SPECIFICATION

NATIONAL CONTRACT FOR INDEPENDENT FOSTERING AGENCY PLACEMENTS

The service specification is divided into two parts. Part 1 shows the outcomes that placements will be seeking to achieve for the child. Because of different ages and levels of development not every outcome will be relevant to every child placed all the time. However the outcome statements describe what the Provider and their carers, working with the Purchaser should be seeking to achieve for children and young people placed with them.

Part 2 describes the service that the Provider must deliver. It is intended to be read with the Terms and Conditions of this contract and the National Minimum Standards for Foster care.

PART 1

Service Outcomes

The Provider will work with the Purchaser to achieve positive outcomes for the child and to meet the objectives of the placement, which will be discussed, agreed and recorded in the Individual Placement Agreement.

In addition to any specific needs identified in the child's individual care plan, the provider will work to achieve the following outcomes for the child.

1 Be Healthy

The Child enjoys good physical, emotional, mental and sexual health; has a healthy lifestyle, and has access to information about health issues that allows them to make informed choices as they grow up

- 1.1 The child's physical health is as good as possible and they receive treatment when required.
- 1.2 Where the child has a disability or degenerative condition, their specific needs arising from this are addressed to enable them to achieve the best quality of life possible
- 1.3 The child's oral health is as good as possible, they are routinely seen by a dentist and receive necessary treatment
- 1.4 The child's sight is as good as possible and they are routinely seen by an optician and supplied with glasses, lenses or other treatment if required.

SECTION 2 – INSTRUCTIONS TO TENDERERS

2.1 E-tender System

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help Icon within the system.

Supplier Guidance documents are also available to view and download.

If after reading the ProContract reference guides you are still unable to resolve your issue in using the system and require support please contact the technical Support Team

By Email: ProContractSuppliers@proactis.com

2.2 Register Intent or opt out

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Tenderers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

Given that this is a Dynamic Purchasing System, the Tenderer may change their mind at any time during the validity of this procurement process. If a Tenderer does not wish to, or is unable to submit a Tender and is not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

2.3 Preparation of tender

Organisations must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their offer is successful.

Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused or arising from the use by Tenderers of such information.

Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Tenderers will only be able to respond to questions that require an input from them and are located within the Invitation to Tender (ITT) document attached within the e-tender system.

2.4 Price Schedule/s

The Council requires Tenderers to complete and upload Price Schedule(s) where requested to do so within the e-tender system.

All prices will be fixed for the four year term of this contract.

All prices shall be in Pounds Sterling.

Where a child is in placement, if the new tendered prices are less than that the LA is already paying we reserve the right to transfer onto the new fees. If however the fees are more expensive the LA will stay with the previously agreed fee

2.5 Other Documents or Supporting Evidence

As instructed to do so within the e-tender system, the Tenderer must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tenderer is excluded from consideration, the Tenderer will be notified.

2.6 a) Submission deadline for initial creation of the Dynamic Purchasing System (Round 1)

Tenderers are required to submit their Tender within the e-tender system by **19th December at 12pm midday.**

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information

provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a DPS for some or all of the services for which tenders are invited.

2.6 b) Submission deadline for applying for admission into an established Dynamic Purchasing System (Round 2 onwards)

Organisations are required to submit their Application within the e-tender system by the date as specified on as stated in the DPS.

Organisations may submit their Application within the e-tender system at any time in the duration of the DPS and shall be evaluated for entrance per Round.

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a DPS for some or all of the services for which tenders are invited.

2.7 Tender Validity

The tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

2.8 Communication

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system prior to the Clarification Questions closing date (if applicable) in order to allow the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation's name and any potential commercially sensitive information.

2.9 Confidentiality

This Tender process must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to complete a Tender or release its details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Tender response, such as professional advisors or joint bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives.

2.10 Declaration of Conflict of Interest and Confidentiality Undertaking

Tenderers must state whether any members or officers of the Council have direct or indirect interest in their business.

2.11 Grounds for Rejection

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:-

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Tenderers;
- the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 and/or fails to certify at Appendix 1 that it has fulfilled these requirements;
- the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
- dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

2.12 Disclaimer

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.

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- accepts 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.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

2.13 Freedom of Information Act

Tenderers should note that the Council is subject to the 'Freedom of Information Act 2000' and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is

confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

2.14 Transparency

The Council is required to ensure transparency in its procurement function particularly in relation to publication of public expenditure and publication of all new contracts.

It is required to publish details of all expenditure over £500 made to its suppliers under government transparency policies. Details will be published on the Council's website and the government's transparency website (Data.gov.uk) and Contracts Finder.

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a tender, the supplier accepts the Council's right to publish details of expenditure as well as information contained within the supplier's tender.

2.15 Safeguarding

All commissioned services are required to adhere to the Council's safeguarding procedures and are in line with the Local Safeguarding Children Board (LSCB).

In summary the awarded Provider must be able to demonstrate that they have the following established processes:

- a. Child Protection policy and procedures (including details of how they ensure effective inter-agency working around safeguarding and a named Safeguarding Lead).
- b. Supervision Policy (which includes regular supervision of staff that includes an opportunity to discuss any child protection concerns where relevant).
- c. Safer Recruitment policy and procedures including appropriate training having been undertaken by relevant staff.

- d. Policy for managing a Positive DBS Disclosure – whether convictions or relevant ‘soft’ information, including use of the risk assessment tool provided.
- e. Policy for managing allegations against staff, volunteers and agency staff in line with national guidance.
- f. Knowledge and use of the escalation policy (on South West Child Protection Procedures website www.swcpp.org.uk).
- g. A Whistleblowing policy
- h. A policy on use of social networking sites and interaction with children and their families via social networking sites.
- i. Complete and keep an up to date Single Central Record of all staff, volunteers and agency staff.
- j. Evidence of an annual Safeguarding self-audit carried out by the organisation using provided audit tool.
- k. Evidence of appropriate training and development of staff/volunteers relevant to their role within the organisation.
- l. Staff / volunteers are made aware of and understand their professional boundaries, and their practice should reflect this. A code of conduct (or similar document) makes clear appropriate boundaries for staff and volunteers.

2.16 Equality

The participating Local Authorities are committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

2.17 Ethical Standards

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption,

modern-day slavery, human trafficking and wider issues such as child labour.

2.18 Social Value

The Council will procure its services, where appropriate, in line with the Social Value Act. The Act asks commissioners to think about securing extra benefits for their area when they are buying services.

The benefits sought should depend on what would best meet that area's particular needs, and could be in the form of social benefits (for example reducing anti-social behaviour), economic benefits (for example increasing local employment), or environmental benefits (for example reducing local congestion).

When responding to an Invitation to Tender, Suppliers might wish to consider the following:-

- Understand the needs of the local area and the Council's priorities.
- Articulate the social value offer - quantify the value for money you will provide and make the case for your social value offer being a way for commissioners to navigate cost savings pressures.
- Help the Council to understand the full range of innovation you can provide.
- Consider guidelines for paying a Living Wage

There will be a specific question relating to social value within the Tender questionnaire.

For further details on the Council's Social Value Policy, Tenderers can request a copy of the policy from the Procurement Team by e-mailing procurement@banesnes.gov.uk

2.19 Step-In Rights

Please note that the Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

2.20 Use of non-framework providers

The Local Authorities reserve the right to invite quotations from others and as appropriate, to place orders elsewhere for any or all of the contracted services during the period of the Contract where the Framework Providers are unable to offer an appropriate, timely service, or when an alternative service best meets the needs of the child.

2.21 a) Procurement Timetable: Establishment of the DPS (Round 1)

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
17 th November 2016	ITT issued to potential suppliers
19 th December 2016 @12pm midday	Establishment of DPS (Round 1) – Return Date (Opening of next Round)
3 rd February 2017	Successfully Applicants – Notified
3 rd February 2017	Unsuccessful Applicants – Notified
1 st April 2017	Commencement Date of Contract

2.21 b) Procurement Timetable: Further Rounds

The Rounds will be set initially as 6 cycles commencing on the closure of Round 1 as stated in the DPS System. The Council however reserves the right to amend the opening frequency.

2.22 Required documents

Within this Tender process, Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

DOCUMENT TITLE	COMPLETE AND UPLOAD
Section 1 – The Requirement	x
Section 2 – Instructions to Tenderers	x
Section 3 – Questionnaire	✓
Section 4 – Commercial Response	✓
Section 5 – Evaluation and Award	x
Appendix 1 – Non Collusion Certificate	✓
Appendix 2 – Contract Schedules and Terms and Conditions of Contract	x
Appendix 3 – Schedule 6 – Variations to National Contract	x

Please Note: The completion and electronic return of all the documents ticked above is mandatory

SECTION 3 – QUESTIONNAIRE

This tendering questionnaire is divided into two parts:

Part One – Suitability questions

This section comprises general suitability questions and will be evaluated on a pass/fail basis to assess your organisations suitability to enter into a contract with the Council. This section covers both aspects that are required for information only, together with others that carry a pass/fail element.

You must pass all the “pass/fail” sections for your tender to be considered further and for your service proposal under Part Two to be evaluated.

Part Two – Tender Response

This section along with your tendered prices will be scored to evaluate your overall proposal for provision of the service.

In this section you are asked to respond to a series of questions, the answers to which will be used as the basis of an assessment of the quality of your offer. This forms 50% of the weighting of the Tender.

A. Notes for completion

- I. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.
- II. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration.
- III. Please return a completed version of this document with your Tender submission using the e-tendering system.
- IV. Please familiarise yourself with the requirements of the specification when providing a detailed response to each question. Each question response has a maximum word count and must be completed using aerial font size 12. Any response over and above the stated word count will be disregarded by the evaluation panel and the organisation notified accordingly.
- V. Unless specified otherwise, Appendices should be limited to diagrams that will help illustrate your answer and must not be used to extend the required word count. If you are unsure of whether a particular document is acceptable to be attached as an appendix to your Application please submit a question via ProContract.
- VI. All organisations shortlisted to the ITT stage will be subject to a satisfactory credit report obtained by B&NES finance department.

B. Qualification Information

The purpose of the Qualification Information is to enable the Council to assess potential suppliers in terms of technical knowledge, capability/capacity, organisational and financial standing to meet the Council's requirement against the minimum requirements.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1	Potential supplier information	
Question number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	

1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	<p>Relevant classifications (state whether you fall within one of these, and if so which one)</p> <p>a) Voluntary Community Social Enterprise (VCSE)</p> <p>b) Sheltered Workshop</p> <p>c) Public service mutual</p>	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME) ² ?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	<p>Details of Persons of Significant Control (PSC), where appropriate: ³</p> <ul style="list-style-type: none"> - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; <ul style="list-style-type: none"> - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. ⁴ <p>(Please enter N/A if not applicable)</p>	
1.1(o)	<p>Details of immediate parent company:</p> <ul style="list-style-type: none"> - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	
1.1(p)	<p>Details of ultimate parent company:</p> <ul style="list-style-type: none"> - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) <p>(Please enter N/A if not applicable)</p>	

² See EU definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en

³ UK companies, Societates European (SEs) and limited liability partnerships (LLPs) will be required to identify and record the people who own or control their company. Companies, SEs and LLPs will need to keep a PSC register, and must file the PSC information with the central public register at Companies House. [See PSC guidance](#).

⁴ Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award.

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

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Please provide the following information about your approach to this procurement:

Section 1	Bidding model				
Question number	Question	Response			
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.			
1.2(a) - (ii)	Name of group of economic operators (if applicable)				
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do not propose to form a single legal entity, please explain the legal structure.				
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>			
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well.				
	Name				
	Registered address				
	Trading status				
	Company registration number				
	Head Office DUNS number (if applicable)				
	Registered VAT number				
	Type of organisation				
	SME (Yes/No)				
	The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables				
	The approximate % of contractual obligations assigned to each sub-contractor				

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1	Contact details and declaration	
Question number	Question	Response
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2	Grounds for mandatory exclusion	
Question number	Question	Response
2.1(a)	<p>Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this webpage, which should be referred to before completing these questions.</p> <p>Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.</p>	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If Yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

	organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm 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.	

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.

Section 3	Grounds for discretionary exclusion	
	Question	Response
3.1	Regulation 57 (8) The detailed grounds for discretionary exclusion of an organisation are set out on this webpage , which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious	Yes <input type="checkbox"/>

	<p>misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.</p>	<p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
<p>3.1(j) - (ii)</p>	<p>The organisation has withheld such information.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
<p>3.1(j) –(iii)</p>	<p>The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
<p>3.1(j)-(iv)</p>	<p>The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>If Yes please provide details at 3.2</p>
<p>3.2</p>	<p>If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)</p>	

Part 3: Selection Questions⁵

Section 4	Economic and Financial Standing	
	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(a) 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.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 5	If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee	Yes <input type="checkbox"/>

⁵ [See Action Note 8/16 Updated Standard Selection Questionnaire](#)

	elsewhere (e.g. from a bank)?	No <input type="checkbox"/>
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Section 6	Technical and Professional Ability
6.1	<p>Relevant experience and contract examples</p> <p>Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.</p> <p>Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see question 6.3</p>

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s)</p> <p>Evidence should include, but is not limited to, 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)</p>

6.3	<p>If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.</p>

Section 7	Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
7.2	If you have answered yes to question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes <input type="checkbox"/> Please provide the relevant url ... No <input type="checkbox"/> Please provide an explanation

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	Additional Questions
8.1	Insurance
a.	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N</p> <p>Employer's (Compulsory) Liability Insurance = £10 million Public Liability Insurance = £5 million Professional Indemnity Insurance = £2 million</p> <p>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</p>

8.2	Suppliers' Past Performance ⁶ - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
b.	On request can you provide a certificate from those customers on the list?	Yes <input type="checkbox"/> No <input type="checkbox"/>
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes <input type="checkbox"/> No <input type="checkbox"/>
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes <input type="checkbox"/> No <input type="checkbox"/>
e.	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes <input type="checkbox"/> No <input type="checkbox"/>

⁶ [Procurement Policy Note 04/15 Taking Account of Suppliers' Past Performance](#)

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

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;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- 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;
- 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;
- 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;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;

- 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;
- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

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

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

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

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
 - Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)

- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning

8.5 Requirement Specific Questions

a – Safeguarding and Child Protection

1	Does your organisation have safeguarding/child protection policy which is made available and publicised to all staff?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2	Is this included as part of new staff (including volunteers) induction programmes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3	Is this safeguarding/child protection policy reviewed routinely and updated in light of legislation and revisions including Working Together to Safeguard Children 2015	<input type="checkbox"/> Yes <input type="checkbox"/> No
4	Does the policy include a named person(s) in the organisation that all staff know about who leads/deputise on safeguarding and deals with any concerns?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5	Does the policy include information on child sexual exploitation (CSE), FGM and Prevent?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6	Does your organisation ensure that relevant staff receives appropriate child protection training and in line with LSCB recommendations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7	Does the above policy and any procedures within the supplier service relate to the shared South West Child Protection Procedures? (www.swcpp.org.uk) – where the organisation is not based in the South West make explicit what policy and procedures are being worked to.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	Does your organisation ensure the necessity to secure the safety and welfare of a child takes precedence over issues of confidentiality?	<input type="checkbox"/> Yes <input type="checkbox"/> No
9	Does your organisation ensure that their staff are aware that if they are concerned that a child has or may have been abused they are required to report this immediately to the nominated lead (commonly referred to as the designated safeguarding lead) within their organisation as early as possible and consider with them (referring as appropriate and according to their organisation information sharing protocols) a referral to the relevant social care team	<input type="checkbox"/> Yes <input type="checkbox"/> No
10	Does your organisation have an up to date allegations	<input type="checkbox"/> Yes

	management policy and procedures or equivalent that all staff are made aware of and staff know who to report concerns to? (eg, Whistle blowing policy and policy outlining referral to the LADO).	<input type="checkbox"/> Yes <input type="checkbox"/> No
11	Does your organisation have a supervision policy which includes regular supervision of staff that focuses on the child protection / safeguarding element where relevant?	<input type="checkbox"/> Yes <input type="checkbox"/> No
12	Does your organisation have a Single Central Record or equivalent which records for example all staff details including address, date of birth, start date and dates of when the relevant vetting checks have been carried out?	<input type="checkbox"/> Yes <input type="checkbox"/> No
13	Does your organisation have a safe recruitment policy which is routinely reviewed?	<input type="checkbox"/> Yes <input type="checkbox"/> No
14	Do your organisation's safe recruitment procedures specify that applicants need to complete an application form that meets recommended safer recruitment standards?	<input type="checkbox"/> Yes <input type="checkbox"/> No
15	Does your organisation's safer recruitment policy state that two written references are obtained and any offer of employment is conditional on the receipt of satisfactory references; that telephone contact must be made with at least one referee (the most recent or relevant) in order to verify the reference and that Referees are required to answer specific questions to help assess an applicant's suitability to work with vulnerable groups?	<input type="checkbox"/> Yes <input type="checkbox"/> No
16	Is confirmation of employment conditional on satisfactory post-employment checks and this is made explicit in all the organisation's offer letters irrespective of type of work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
17	Is verification of Identity undertaken at Interview?	<input type="checkbox"/> Yes <input type="checkbox"/> No
18	Is permission to work in the UK established?	<input type="checkbox"/> Yes <input type="checkbox"/> No
19	Is enhanced DBS Clearance obtained for all staff working with vulnerable groups where regulated activity is involved? Are DBS checks refreshed in accordance with good practice requirements?	<input type="checkbox"/> Yes <input type="checkbox"/> No

20	Does your organisation have a process for how to manage positive DBS checks?	<input type="checkbox"/> Yes <input type="checkbox"/> No
21	Do you ensure all staff wear an identity card and with a photograph wherever possible?	<input type="checkbox"/> Yes <input type="checkbox"/> No
22	Does your organisation have clear policies and procedures regarding the management of service user information including reference to Data Protection and Caldicott Principles and what to do if information is shared inappropriately?	<input type="checkbox"/> Yes <input type="checkbox"/> No

b.- Information Governance

1	Do you or any of your contractors when processing person identifiable or sensitive data as part of this contract process personal and sensitive person identifiable data fairly and lawfully?
	RESPONSE:
2	Do you or any of your contractors when processing person identifiable or sensitive data as part of this contract provide all data subjects with privacy notices about what you will do with the data you collect & who you will share that data with?
	RESPONSE:
3	Do you or any of your contractors when processing person identifiable or sensitive data as part of this contract only collect an adequate and relevant amount of personal and sensitive person identifiable data from both data subjects and other organisations in order to carry out specified purposes?
	RESPONSE:

4	Do you or any of your contractors whilst processing person identifiable or sensitive data as part of this contract have and comply with records retention schedules for all classes of data you process?
	RESPONSE:
5	Do you or any of your contractors whilst processing person identifiable or sensitive data as part of this contract destroy all data securely?
	RESPONSE:
6	Do you or any of your contractors whilst processing person identifiable or sensitive data as part of this contract have appropriate technical and organisational measures in place against unauthorised or unlawful processing of person identifiable or sensitive data and against accidental loss or destruction?
	RESPONSE:
7	Do you or any of your contractors whilst processing person identifiable or sensitive data as part of this contract have breach management policy and process for investigating & managing data and security breaches?
	RESPONSE:
8	Do you or any of your contractors when processing person identifiable data as part of this contract store and transfer person identifiable or sensitive data securely?

	RESPONSE:
9	Do all of your staff and your contractor's staff undergo data protection and information security training?
	RESPONSE:
10	Do you or any of your contractors whilst processing person identifiable or sensitive data as part of this contract either transfer or process any such data outside of the EEA?
	RESPONSE:
11	Have you or any of your contractors whilst processing person identifiable data as part of this contract ever had a monetary penalty or signed an undertaking with the Information Commissioner's Office?
	RESPONSE:

Part Two – TENDER RESPONSE

NOTES TO ORGANISATION:

1. This part of the tendering questionnaire will be evaluated by scoring your answers against the published evaluation criteria as detailed in evaluation matrix.

1	<p>APPROACH</p> <p>Bidders are required to answer this section (1) in no more than 1200 words.</p> <p>What is your approach and ethos to working with children and young people in terms of matching, placement(s), living with your carers (s) and moving on? In your response we will be looking for evidence of the following:</p> <ul style="list-style-type: none">• Details of how your organisation is adapting to meet the changing needs of looked after children• Evidence showing how you ensure your assessments and matching processes robustly support offers of placements where the child's needs matches the ethos of your agency.• Details of your approach to preparing young people for moving on from foster care into semi-independence or reunification with their families• Details of your approach to new placements and how you ensure children settle into their new home, family and/ or with their carer/s.• Details of your approach to avoiding placement disruption and/or breakdown and how training/ support is provided and/ or behaviour managed to support that goal.• Details on how you support positive contact with the child's birth family.• Evidence of how you operate a child centred service, based on meeting the individual needs of the child in terms of placement plans and address changes.• Details of how you specifically target educational attainment and attendance.• Evidence of the positive action you take to ensure the safety of children in your care• Evidence of consideration of social value and any areas of innovation, best practise and added value you are able to bring to this service• Details of how do children and young people help shape your service.• Details to demonstrate what you would do if a child or young person has fallen out with their carer and how you would support them to rebuild the relationship? <p><i>N.B. Young People will be given a copy of your response to criteria 1.11 and 1.12 to evaluate and as such organisations are requested to anonymise their response to this section.</i></p>
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	<p>1.1 Details of how your organisation is adapting to meet the changing needs of looked after children</p>
	<p>1.2 Evidence showing how you ensure your assessments and matching processes robustly support offers of placements where the child's needs matches the ethos of your agency.</p>

	<p>1.3 Details of your approach to preparing young people for moving on from foster care into semi-independence or reunification with their families</p>
	<p>1.4 Details of your approach to new placements and how you ensure children settle into their new home, family and/ or with their carer/s.</p>

	<p>1.5 Details of your approach to avoiding placement disruption and/or breakdown and how training/ support is provided and/ or behaviour managed to support that goal.</p>
	<p>1.6 Details on how you support positive contact with the child's birth family.</p>

	<p>1.7 Evidence of how you operate a child centred service, based on meeting the individual needs of the child in terms of placement plans and address changes.</p>
	<p>1.8 Details of how you specifically target educational attainment and attendance.</p>

	<p>1.9 Evidence of the positive action you take to ensure the safety of children in your care</p>
	<p>1.10 Evidence of consideration of social value and any areas of innovation, best practise and added value you are able to bring to this service</p>

	1.11 Details of how do children and young people help shape your service.
	1.12 Details to demonstrate what you would do if a child or young person has fallen out with their carer and how you would support them to rebuild the relationship?

2	<p>QUALITY OF CARERS/STAFF</p> <p>Bidders are required to answer this section (2) in no more than 1000 words.</p> <p>Detail the expertise and training for both staff and foster carers registered with your organisation. In your response we will be looking for evidence of the following:</p> <ul style="list-style-type: none"> • Detail the % of foster carers registered with your organisation who have completed the minimum standards training • Details of any mandatory training provided by your agency for foster carers that is over and above the national minimum standards • Evidence of foster carers skills and ability to adapt appropriately to the changing needs of children and young people • Evidence of an appropriately skilled workforce with opportunities for continual professional development for all staff • Detail the % of staff who have completed the minimum standards training • Details of any mandatory training provided by your agency for staff that is over and above the national minimum standards
	<p>2.1. Detail the % of foster carers registered with your organisation who have completed the minimum standards training</p>

	<p>2.2. Details of any mandatory training provided by your agency for foster carers that is over and above the national minimum standards</p>
	<p>2.3 Evidence of foster carers skills and ability to adapt appropriately to the changing needs of children and young people</p>

	2.4 Evidence of an appropriately skilled workforce with opportunities for continual professional development for all staff
	2.5. Detail the % of staff who have completed the minimum standards training

	2.6. Details of any mandatory training provided by your agency for staff that is over and above the national minimum standards

3	<p>MONITORING AND EVALUATION</p> <p>Bidders are required to answer this section (3) in no more than 400 words.</p> <p>Describe the methods and processes you apply to quality assurance and monitoring. In your responses we will be looking for evidence of the following:</p> <ul style="list-style-type: none"> • Robust methods and processes in place to ensure the effective quality assurance and monitoring. • Robust methods and processes in place to enable the identification or problem areas and ability to manage these. • Details of how young people help to shape your service
	3.1 Robust methods and processes in place to ensure the effective quality assurance and monitoring.

	<p>3.2 Robust methods and processes in place to enable the identification or problem areas and ability to manage these.</p>
	<p>3.3 Details of how young people help to shape your service</p>

SECTION 4 – COMMERCIAL RESPONSE

4.1 Pricing

All prices will be fixed for the four year term of this contract.

Tenderers must complete the attached pricing schedule with all the proposed charges/prices to provide the requirement(s).

All charges/prices must be in pounds sterling and should be exclusive of VAT.
All pricing information will form the basis of any resulting framework or contract.

SECTION 5 – EVALUATION AND AWARD

5.1 Evaluation and Award

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures. Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The Council expects to make an award for the Contract within 14 days of the closing date for the submission of tenders. The Council may, if necessary, extend the period for completing the award process.

No useful purpose is served by enquiring about the result of a competition.
Tenderers will be notified of decisions as early as possible.

The decision of the award will be based on the evaluation criteria as outlined under Award Criteria and Weightings.

Tenderer(s) that are successfully will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations 2015.

Upon acceptance, the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Tenderer upon request of the Council execute a formal Contract in the form contained in this Tender process.

Tenderers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Tenderers who have not been successful will equally receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulation 2015.

Tenderers should note that the Council reserves the right to terminate this procedure without any decision to award.

Tenderers should also note that, should they be successful the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

5.1 Evaluation of the Tender stage

Submitted Tender responses will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

Tenderer's completion of the evaluation questions will give the award score in terms of Quality. Such questions shall include, but are not limited to, questions in relation to company policies, accreditations and memberships, and specific questions to technical abilities in terms of contract delivery / performance in relation to the goods and services being tendered.

Tenderer's completion of the Price Schedule will give the award score in terms of Price.

AWARD CRITERIA & WEIGHTINGS

AWARD CRITERIA & WEIGHTINGS		
Price	[50%]	
Quality	[50%]	<p>Approach 35% (30% main tender panel, 5% YP panel)</p> <p>Quality of Carers/Staff 7.5%</p> <p>Monitoring and Evaluation 7.5%</p> <p><i>N.B. Providers with a quality score of less than 25% will not be admitted onto this framework.</i></p>
		<p>Ofsted Rating</p> <p>While participating Local Authorities will place with agencies with a 'requires improvement' rating, these agencies will not be placed onto Tier 1 regardless of their total price/quality scored until their rating has improved.</p> <p>Agencies with an inadequate rating can be placed on the framework, however these agencies will not receive referrals until their rating has improved.</p> <p>Quality Scoring</p> <p>For each bullet point detailed under the 4 main sub criteria, the following scores are applied by Evaluators against a Tenderer's submitted responses:-</p>

	<p>0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue.</p> <p>1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas</p> <p>2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence f</p> <p>3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed.</p> <p>4 – The response is comprehensive and supported by a good standard of relevant evidence</p> <p>5 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive</p> <p>All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.</p> <p>Pass / Fail: Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender not proceeding to full evaluation.</p> <p>Price Evaluations: The scoring is carried out within an Excel spread sheet outside of the e-tender system.</p> <p><u>Stage 1</u></p> <p>All price bids (based on the weekly cost of a standard placement for a 13 year old) are compared against lowest bid to reach percentage difference from lowest bid.</p> <p><i>Equation: $\text{price bid} - \text{lowest bid} / \text{lowest bid} * 100 = \text{Sum A}$</i></p> <p><u>Stage 2</u></p> <p>Sum A is then shown as % different from 100</p> <p><i>Equation: $100 - \text{Sum A} = \text{Sum B}$</i></p> <p><u>Stage 3</u></p> <p>Sum B is then divided by 100 to show it as a figure</p> <p><i>Equation: $\text{Sum B} / 100 = \text{Sum C}$</i></p>
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	<p>Within a Score Card all weightings are allowed a maximum of 100 and based on percentages. This applies to a single weighting of an overall question template, section or question.</p> <p><i>For example:</i> Score Card with four sections Four sections totalling 25 points each = 100 for the whole evaluation Each question in a section totalling 20 points each = 100 for that section</p> <p>When evaluating weightings are applied first to the questions, and then the results of those weightings are applied to those of the sections. If scored 100% for the questions in a section, that result would be multiplied against the section's weight. So 100% of a section with a weight of 100 would be 100% of the evaluation – however, 100% of a section with a weight of 10 would only account for 10% of the evaluation in relative terms.</p>
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5.2 Moderation of Scores

Once all tenders have been received and scores completed, it may be necessary for the scoring panel to request clarifications from the tenderers. These will be submitted on the e-tendering system and will be available for all Tenderers to see and respond to.

As a result of these clarifications, it may be necessary to moderate the initial scores, for example, if Tenderer(s) have misunderstood a question.

5.3 Taking-Up of Customer References

The tender panel will take up references from the successful bidder.

5.4 Evaluation Report and Recommendation

An evaluation report will be produced by the procurer/tender panel and recommendation made to award to the winning bidder.

5.5 Contract Approval

The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

5.6 Contract Award

The Contract award process is completed and the procurer will debrief all Tenderers.

5.7 Debriefing post tender

Upon completion of the tender exercise, the Council will debrief the successful and unsuccessful tenderers as follows:-

The successful company will receive a written notification letter that the Council is intending to award them the business subject to a 10 day standstill period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful Tenderers will receive a written notification that the Council intends to award the Contract. The notification will explain the 10 day standstill period and must state the name of the winning Tenderer, the overall score of all the Tenders and reasons to justify the award and must pertain to the published award criteria. The Council must explain the advantages of the winning Tender and the disadvantages of the unsuccessful Tenders.

The 10 day standstill period generally starts on the date of the notification letter (except where the letter is issued late in the day or on a weekend). The letter will advise the date the standstill elapses.

Tenderers should submit a request for further information in writing within 2 calendar days of the date of the notification letter. The Council must give its debriefing at least 3 working days before the end of the standstill period. A debrief requested outside of the standstill period or after the first 2 calendar days must be responded to by the Council within 15 days after the date of the request.

The Council will be careful not to disclose confidential information of the successful bidder and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any bidder, or might prejudice fair competition.

5.8 Tiering

Following the contract award providers will be placed into one of two tiers for each of the lots based on the 50% price and 50% quality scores detailed above.

Tiering will be applied at mini competitions stage when referrals are sent out. In this way providers are competing with similar providers.

While participating Local Authorities will place with agencies with a 'requires improvement' rating, these agencies will not be placed onto tier 1 regardless of their total price/quality scored.

5.9 Mini-Competitions

The purchaser reserves the right when running mini competitions from this DPS to target providers by tiers with tier 1 receiving priority.

SECTION 6 - APPENDICES

Appendix 1 – Non Collusion Certificate

Appendix 2 – Terms and Conditions of Contract

Appendix 3 – Schedule 6 – Variations to National Contract

Appendix 4 – Pricing Schedule

Appendix 5 – Outcomes Sheet

APPENDIX 1

NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying tender to

(Name of Client).....

.....

in relation to (details of tender and reference).....

.....

certify on behalf of (name of Tenderer).....

that, with the exception of any information attached hereto (see * below):

- 1) this tender is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;
- 4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

* Information is/is not attached hereto (delete as appropriate)

SIGNED:.....

FOR AND ON BEHALF OF:.....

DATE:.....

APPENDIX 2

CONTRACT SCHEDULES AND TERMS AND CONDITIONS OF CONTRACT



S2 - Service Delivery



S3 - Outcomes



S4 - IPA Form



S5 - Pricing

South West Fostering Contract Terms & Conditions

South West fostering Contract

For the Placement of Children and Young People
with Independent Fostering Agencies

South West Fostering Contract Terms & Conditions

1. BACKGROUND

- 1.1 The form of this South West Contract is that promoted for use as a contract for fostering services procured under the Dynamic Purchasing System (DPS) or Spot Purchasing arrangements. It will be used by all Local Authorities to commission placements in this DPS in Voluntary and Independent Fostering provision.
- 1.2 This Contract sets out standard terms and conditions under which specific Individual Placement Agreements ("IPAs") (call off contracts under the Contract) can be made by local authority purchasers from service providers through the contract term of such a contract.
- 1.3 Each such purchase is intended to be made on the case specific terms and conditions of an Individual Placement Agreement ("IPA") substantively in the form set out at Schedule 4 of this Contract, incorporating the general terms and conditions of this Contract.
- 1.4 For the avoidance of doubt, this Contract places no obligations on the Purchaser to purchase any placement service from the Provider.
- 1.5 Both Parties shall work together and individually in good faith and in the spirit of trust, fairness and mutual co-operation for the benefit of the children/young people benefiting from the fostering services.

2. STRUCTURE

This Contract comprises the following terms and conditions and:

Schedule 1 - The Contract Service Specification

Schedule 2 - The Contract Service Delivery and Outcomes Monitoring Provisions



APPENDIX 3

SCHEDULE 6 – VARIATIONS TO NATIONAL CONTRACT



S6 - Variations

Glossary

Contracting Bodies' or 'Contracting Body' or 'End User' means any other contracting bodies described in the framework agreement;

'Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

'Council' means Bath & North East Somerset Council acting as the lead Commissioner for this tender;

'Contract' means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

'Dynamic Purchasing System' or 'DPS' is the completely electronic tendering system for the selection of providers that comply with minimum selection requirements. A DPS must remain open throughout its duration for the admission of any Organisation that meets the Selection Criteria. Organisations admitted to the DPS will be invited to submit Tenders [Invitation to Tender] for specific call-off contracts for Goods or Services when these requirements are identified by the Council;

"e-tender system" means the electronic tender system named Pro-Contract. It is provided by Due North and is hosted via <http://www.supplyingthesouthwest.org.uk>

'Invitation to Tender' means the Tender process and all its components, inviting tenders for inclusion within the Framework Mini Competition;

'Offer' means the offer made by the Tenderer in relation to the Proposed Contract

'Specification' means the scope of the Goods or Services to be provided pursuant to this Contract as set out in Appendix 2 – Specification;

`Tender / Tenderers' means a Contractor submitting a tender to the Council for inclusion on the Contract: