

OPEN PROCEDURE GUIDANCE DOCUMENT

INVITATION TO TENDER (ITT)

**CONTRACT FOR THE PROVISION OF HOUSING RELATED
SUPPORT SERVICES – 19 104**

**PERIOD: 01/04/2020 to the 31/03/2023
With 2 x 12 months option to extend**

CHEST REF: DN421756

Procurement Ref.: 19 104

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Version: 1

INVITATION TO TENDER FOR HOUSING RELATED SUPPORT SERVICES

SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

ITEM	CONTRACT DETAILS
OJEU reference:	Please refer to the Chest / OJEU system
Contract Description:	<p>Cheshire East Council are seeking a number of providers to deliver Housing Related Support Services, as detailed within the specification(s).</p> <p>The requirement is broken down into Lots, structured by service and geographical region.</p>
Period of Contract:	1 st April 2020 – 31 st March 2023 with 2 optional extension periods of up to 12 months each, these will be exercised at the sole discretion of the Council.
Estimated Contract Value	The estimated contract value for the initial contract term should sit between £2.5m to £3m
Procuring Officer:	Louise Fenn
Queries or Clarifications:	Any queries or requests for clarification must be directed via the CHEST at www.the-chest.org.uk using the project messaging area, and received before noon on 27th November 2019
Submission instructions:	All documents must be returned via the CHEST at www.the-chest.org.uk , and must be compatible with Microsoft Office or Acrobat/PDF formats.
Tenders to be sent to:	<p>E-TENDERING ONLY (www.the-chest.org.uk) - Tenderers must not submit Tenders by postal methods or return a Tender via e-mail to The Council.</p> <p>Tenderers must submit Tenders by uploading your submission and supporting documentation via the e-tendering portal by the closing date and time.</p> <p>If you have any technical problems with 'The Chest'</p>

	please contact the helpdesk on: Email: ProcontractSuppliers@proactis.com or Telephone: +44 (0)330 005 0352
Date/time for Tender return:	4th December 2019 14:00:59

TIMETABLE

This timetable is indicative only. The Council reserves the right to change it at its discretion.

Stage	Date(s)/time
Issue of Invitation to Tender	Friday 1st November 2019
Deadline for queries and clarifications relating to Invitations to Tender	Wednesday 27th November 12:00 pm
Submission of Tenders	Wednesday 4th December by 2:00pm
Evaluation of Tenders	5th – 13th December 2019
Tenderer presentation / clarification meetings	16th – 17th December 2019
Notification of result of evaluation	9th January 2020
Standstill period	10th January – 20th January 2020
Expected date of award of Contract(s)	23rd January 2019
Contract(s) commencement	1st April 2020

Tenderers may bid for a maximum of 8 lots, the Lots are detailed below:

LOT NO.	DESCRIPTION	EST. ANNUAL VALUES	No. of units
Lot 1	Floating Support North	£110,000	55
Lot 2	Floating Support South	£140,000	70
Lot 3	Complex, Over 25 and Mental Health North	£165,000	30
Lot 4	Complex, Over 25 and STAT beds South	£125,000	27

Lot 5	Under 25, Fast Track & Women & Families North	£65,000	20
Lot 6	Under 25, Fast Track & Women & Families South	£55,000	18
Lot 7	Emergency, NFNO 24-7 Access North	£20,000	12
Lot 8	Emergency, NFNO 24-7 Access South	£40,000	24

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IMPORTANT NOTICE

This Invitation to Tender (“ITT”) is issued to those who have expressed an interest to tender (“Tenderers”) to Cheshire East Borough Council (“the Council”) for the provision of **Housing Related Support Services** (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.

No Tenderer will undertake any publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.

The Council reserves the right to cancel the tender process at any point. The Council is not liable for any costs resulting from any cancellation of this tender process nor for any other costs incurred by those tendering for this Contract.

You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.

<http://www.legislation.gov.uk/ukxi/2015/102/contents/made>

1. BACKGROUND

- 1.1.** Further details of the Council's needs under these Contracts and other relevant information is provided in the Specification documents as detailed at **Appendices A.**
- 1.2.** If you have any questions or require any clarifications, please direct these via 'the Chest' using the messaging area.
- 1.3.** Other than the team members allocated to the contract no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract(s).
- 1.4.** Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 1.5.** The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
- 1.6.** Tenderers must obtain for themselves at their own expense all information necessary for the preparation of their Tenders.
- 1.7.** Under these Contracts the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 1.8.** The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.

2. TENDER SUBMISSION REQUIREMENT

- 2.1.** The closing date and time for receipt of the ITT is **as per indicative timetable.**
- 2.2.** Tenders must be written in the English language.
- 2.3.** Tenders must provide responses referring back to the numbering format as set out in the response document.

- 2.4.** Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 2.5.** Please ensure you leave sufficient time to upload your ITT prior to the closing date/time. The Council cannot be held responsible for technical/ICT issues in leaving the uploading of your submission too late.
- 2.6.** No submission received after this closing date and time will be considered other than where there are exceptional circumstances which may be considered by the Director of Legal Services in his/her sole discretion. Please note that submissions which are partly through being uploaded at the closing time will be considered to have not been received.
- 2.7.** Where several documents are to be enclosed, preference would be for these to be 'zipped' as one file and attached to the portal. Please do not send any additional company literature/brochures if these have not been requested.
- 2.8.** The Council reserves the right to reject or disqualify a Tenderers submission where documents are completed incorrectly, are incomplete or fail to meet the Council's submission requirements which are detailed in this document.
- 2.9.** The Council reserves the right to reject or disqualify a Tenderers submission if in the opinion of the Council the Tenderer is guilty of misrepresentation in relation to its submission and/or the Selection or Award stages.
- 2.10.** Errors in Tenders: The tenderer will be given details of any error(s) found during evaluation and shall be given the opportunity to confirm without amendment or withdraw the tender; or
- 2.11.** If 2.10 is not applicable, and pursuant to 2.12, the tender will be amended to correct the genuine error(s), no other adjustment, revision or qualification is permitted.
- 2.12.** If a tender containing major arithmetical errors or a large number of arithmetical errors is submitted then this may be rejected on the grounds that there is a serious doubt about the competence of the bidder.
- 2.13.** The ITT must provide all of the information requested in the specified format and be completed in full and signed where indicated. In particular, the Form of Tender and the Certificate of Non-Collusion and Non-Canvassing must be signed by an authorised signatory.

- 2.14. Failure to complete all relevant sections or sign the document where required may render your submission incomplete or non-compliant and may invalidate your submission.
- 2.15. Unless otherwise instructed, delivery of the ITT submission by hand, fax, e-mail, post will not be considered.
- 2.16. The Tender (including price) should remain valid for a minimum period of 90 days.
- 2.17. The Tender must not be qualified in any way.
- 2.18. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 2.19. Your full registered business/name and main office address must also be provided on all documents.
- 2.20. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the submission date for the Tender to enable any technical queries to be investigated and resolved.
- 2.21. **Social Value:** Cheshire East Council is committed to the Public Services (Social Value) Act 2012 (PSSVA 2012); ensuring that social, economic and environmental issues are considered at all stages of our commissioning and procuring process, and as part of the whole life cost of a contract.

Cheshire East Social Value policy sits within the overarching Cheshire East Corporate Plan. The Corporate Plan consists of six outcomes that demonstrate how Cheshire East Council will put the residents of Cheshire East first in the way that services are provided. Outcome numbers 1-5 focus on the activities directly affecting residents and local businesses. Outcome number 6 focuses on maximising value for money in the way the Council operates.

Outcome 1 – Our local communities are strong and supportive

Outcome 2 – Cheshire East has a strong and resilient economy

Outcome 3 – People have the life skills and education they need to thrive

Outcome 4 – Cheshire East is a green and sustainable place

Outcome 5 – People live well and for longer

Outcome 6 – A responsible, effective and efficient organisation

The Cheshire East Council Social Value Policy can be found at the following link

http://www.cheshireeast.gov.uk/business/procurement/procurement_strategy.aspx

Additional information on the PSSVA (2012) can be found at

<https://www.gov.uk/government/publications/social-value-act-information-and-resources/social-value-act-information-and-resources>

If Social Value forms part of the award criteria, it will be given a weighting and scored as per the evaluation matrix.

3. CONTRACT DOCUMENTS

- 3.1. Any resulting contract will consist of the terms and conditions of contract (as detailed at **Appendix B**) and the successful Tender (“the Conditions of Contract”). The Conditions of Contract will be subject to English law and the exclusive jurisdiction of the English Courts.
- 3.2. This Council is bound by procurement rules and cannot enter into any negotiations on the Tender or the Conditions of Contract.
- 3.3. Any contract award will be conditional on the Contract being approved in accordance with The Council’s internal procedures and the Council being generally able to proceed. **The statutory standstill period of a minimum of 10 calendar days will elapse before confirmation of contract award is sent to the successful Tenderer(s).**
<http://www.legislation.gov.uk/ukxi/2015/102/regulation/87/made>
- 3.4. The Council reserves the right to request a company bond or a parent company guarantee if required and/or appropriate.
- 3.5. The successful tenderer(s) will be required to execute a formal agreement in the form of the attached Conditions of Contract.
- 3.6. Please note that no work must be commenced by the successful tenderer and no payment can be made until the Conditions of Contract are signed by both parties.

4. DESCRIPTION OF PROCUREMENT PROCESS, EVALUATION CRITERIA AND WEIGHTINGS

4.1. Open Procedure

- The procurement process adopted by The Council is based upon the Open tendering procedure as detailed in the Public Contracts Regulations 2015. <http://www.legislation.gov.uk/ukxi/2015/102/regulation/27/made>

In brief, the process will be as follows:

- All suppliers expressing an interest in the contract will be sent an Invitation to Tender (ITT) notification and access to tender documents, normally via 'the Chest' system, and their subsequent tender submission will initially be evaluated to ensure that all the stated selection criteria are met.
- All tenders which meet the selection criteria will be evaluated in full against the award criteria and this is explained in further detail in the following paragraphs.

5. TENDER EVALUATION - STANDARD SELECTION QUESTIONNAIRE (SQ)

- 5.1.** The evaluation will be based upon two stages, selection and award; only those tenders that meet the selection criteria within the SQ at **Schedule 3** of the response document, will then be scored against the award criteria. Those deemed not to meet the selection criteria and / or obtain a minimum score of **60%** will not be considered further.
- 5.2.** A number of selection criteria will be applied to the responses given by tenderers to the SQ section of this tender document. These selection criteria are essentially the minimum standards which Tenderers must meet or exceed. They address the Tenderer's capacity to perform the Contract, i.e. the minimum requirements for professional, technical and financial capacity.
- 5.3.** Those Tenderers meeting the criteria will be accepted for the next stage where they will be scored against the award criteria. The selection criteria will be based upon the following factors, and will be assessed as either 'Pass' or 'Fail'.

Any Tender failing any of the below selection SQ criteria, giving rise to

concerns which cannot be satisfied, will not be evaluated further.

SQ Evaluation Matrix Table

Section	Assessment	“Fail” on
Schedule 3 (SQ) STANDARD SELECTION QUESTIONNAIRE		
Part 1 – Section 1 Potential Supplier Information	<p>These sections are to be scored on a pass/fail basis.</p> <p>If an Organisation does not provide correct details to the Council, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.</p>	Incomplete Response
Part 2 – Section 2 Grounds for mandatory exclusion	<p>These sections are to be scored on a pass/fail basis.</p>	Unlawful Actions
Part 2 - Section 3. Grounds for Discretionary Exclusion	<p>If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.</p>	Unlawful Actions
Part 3 - Section 4 and 5 Economic and Financial Standing	<p>These sections are to be scored on a pass/fail basis.</p> <p>If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the Organisation from the process at this point in the evaluation.</p>	Unlawful Actions
Part 3 - Section 6. Technical & Professional Ability	<p>These section will be scored on a pass/fail basis.</p>	Applicants will fail if they are unable to answer either 6.1 or 6.3
Part 3 - Section 7. Modern Slavery Act	<p>This section is to be scored on a pass/fail basis.</p> <p>If an Organisation cannot confirm any of the statements, The Council reserves the right to disqualify the</p>	Unlawful Actions

Section	Assessment	"Fail" on
	Organisation from the process at this point in the evaluation.	
Part 3 - Section 8. Additional SQ modules 8.1) Insurance 8.2) Equality and Diversity 8.4) Data Security Questionnaire	8.1, 8.2, & 8.4 – Pass / Fail	8.1) Unable to satisfy insurance requirements 8.2) Unsatisfactory response 8.4) Incomplete responses/unsatisfactory explanations or a lack of evidence provided
8.3 Scored selection questions	Scored in line with methodology detailed below in section 7.	Overall total score of less than 50%
8.5 Safeguarding, DBS checking & Business Continuity	Pass / Fail	Unable to agree to these, the ticking of 'no' box or no policies provided
8.6 TUPE declaration	Pass / Fail	Unable to agree to declaration
Section 9. ITT Declaration	This section is to be scored on a pass/fail basis, a pass will be given on the document being signed and returned.	Applicants will fail on Incomplete signing and returning of the document

SQ Scoring

The tenderers response to each 'scored' question within Section 8 of the Schedule 3 SQ is scored between **0 and 10** according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed for that question.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q1, Overall Percentage weighting is 20%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%

Therefore overall percentage weighting x adjusted score = 20 x 60% = 12%

NOTE TO ORGANISATION:

For the SQ Questions, please see **Schedule 3, Section 8** of the Response Document.

Note to Organisation: European Single Procurement Document (ESPD)

The European Union is introducing a “European Single Procurement Document” (ESPD) with the intention of harmonising certain elements of the qualification process to take part in public procurement procedures across the EU.

If a bidding organisation wishes to submit a completed ESPD at this stage of the procedure, the Council will accept this document - as we are generally required to do under Regulation 59 of the Public Contracts Regulations 2015. However, the ESPD is not a requirement of any Cheshire East Council procurement process – bidders may simply complete the Council’s ITT response document as the Council’s ITT covers all the required information.

If your organisation does decide to submit an ESPD, the Council will use the information in that document as follows:

- Where the ESPD fully addresses, with sufficient information, any of the sections of the SQ within this response document, the Council will use the information in the bidder’s ESPD to determine whether or not the bidder satisfies the requirement(s) for selection covered in that document. No further information will be required to satisfy the relevant section, as long as the information in the ESPD is relevant and sufficient.
- Where the ESPD does not address any of sections of the SQ within the Council’s ITT, the bidding organisation submitting an ESPD must also provide additional information to satisfy any section which is not covered.

If a bidding organisation intends to submit an ESPD in respect of this procurement, it is the bidding organisation’s responsibility to compare their ESPD with the requirements of this ITT, and to supply any additional information, required by the Council, but not contained in the ESPD. Failure to do this could lead to the bidding organisation being disqualified.

For example: If the format of the ESPD does not include information about Employers' Liability Insurance. If this ITT contains a section to check whether the bidder has (or can obtain) a sufficient level of Employers' Liability Insurance, and if a bidder submits an ESPD without any supplemental information about the level of Employers' Liability Insurance held, this could cause the bidder to FAIL this ITT, due to failing to meet the requirements for selection.

6. TENDER EVALUATION - AWARD CRITERIA

- 6.1.** Response to Invitation to Tenders (ITT) will be evaluated to determine the most economically advantageous Tender, taking into consideration the following award criteria within **Table 1** further below.
- 6.2.** The Council does not undertake to accept the lowest price or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 6.3.** Where the pricing of a Quotation is abnormally low The Council reserves the right to reject the Tender in accordance with the requirements for further investigation under The Public Contracts Regulations 2015 or if any form of modern slavery is suspected.
<http://www.legislation.gov.uk/uksi/2015/102/contents/made>
- 6.4.** Each Tender Response will be checked initially for compliance with all requirements of the ITT.
- 6.5.** Tenders will be evaluated against the award criteria set out in **Table 1** below and this criteria is further detailed in **Schedule 5 of the Response Document**.

ITT & SQ Evaluation Matrix Table

Table 1

Description	Assessment
Full ITT & SQ Initial Compliance Checks	
Compliance with SQ & ITT process and of completeness of Information	Pass / Fail

Description	Assessment
Inclusion of Form of Tender	Pass / Fail
Inclusion of a signed certificate of Non-Canvassing and Non-Collusive tendering	Pass / Fail
STANDARD SELECTION QUESTIONNAIRE (SQ)	Pass / Fail
Schedule 4 ITT Financial Evaluation – Pricing Schedule By Lot	30%
See the response document for further information	
Schedule 5 ITT Qualitative Evaluation Questions By Lot	65%
PRESENTATION	5%

The tenderers response to each non-priced contract-specific question is scored between 0 and 10 according to the pre-agreed scoring grid.

For each question the actual score is divided by the maximum score allowed.

The Overall Percentage per question is then adjusted by the above division.

E.g. for Q1, Overall Percentage weighting is 20%; max score allowed = 10; actual score given = 6, hence adjusted score = actual/max = 6/10 = 0.6 or 60%

Therefore overall percentage weighting x adjusted score = 20 x 60% = 12%

6.6. Evaluation: Information the Council Requires

Qualitative Tender Information Required

NOTE TO ORGANISATION:

*For the ITT Award Qualitative Questions and Response Guidance, please see **Schedule 5** of the Response Document.*

Pricing Tender Information Required

- Tenderers must complete the Pricing Schedule set out in **Schedule 4** of the Response document to provide all of the obligations under the Contract.
- All Prices shall be stated in pounds sterling and exclusive of VAT

- Tenderers must also indicate all costs that will be associated with the Contract e.g. Rates, expenses etc. No claim for additional payment for items that have not been specified.
- **Prices will be fixed for the initial contract period in line with the quotations provided.**
- Importantly for ITT award criteria, the price is converted into a score as a percentage of the lowest bid price for the initial 3 year period. The lowest, but feasible, price is awarded 100%, and is then converted into a percentage, relative to the main criteria table.

EXAMPLE

Pricing Element = 30% weighting:

Company A = £1000.00

Company B = £2000.00

Company C = £3000.00

Lowest Price/Submitted Price x Price Criteria Weighting:

Therefore – Company A = £1000.00/£1000.00 x 30% = 30%

Company B = £1000.00/£2000.00 x 30% = 15%

Company C = £1000.00/£3000.00 x 30% = 10 %

7. EVALUATION METHODOLOGY & SCORING STRUCTURE

The scoring methodology below will be used for questions within Section 8 of the STANDARD SELECTION QUESTIONNAIRE and the Qualitative Award Evaluation questions at **Schedule 5**

Exceptional understanding and interpretation	10
Above expectations and an excellent understanding and interpretation of requirements	8
Meets expectations and reflects adequate understanding of all issues and aspects	6

Below expectations, reflects limited understanding and misses some aspects	4
Well below expectations and significantly fails to meet the standard	2
Unacceptable and complete failure to grasp/reflect the core issues	0

The sum of all of the derived percentages allows final ranking of Tenderers by Lot.

8. CLARIFICATIONS

8.1. Pre-Submission Clarification:

- All clarifications raised by tenderers prior to the submission (deadline) close time / date in regard to this ITT must be submitted in writing via the chest, in the first instance by the date shown on the “Indicative Timetable”.
- Queries should be received no later than the date specified in the indicative timetable
- The Council shall endeavour to respond to queries within two working days. If the Council considers any question or request for clarification to be of material significance, both the query and the response will be circulated in a suitably anonymous form to all operators who have expressed an interest in the award of the Contract.
- The Council reserves the right to retain all and any of the information supplied to it by the Tenderer(s).

8.2. Post-Submission clarifications:

- The Council reserves the right, after submissions have been opened, to clarify with any tenderer, any aspect of the submission and to retain all and any of the information supplied to it by the Tenderer(s). It is imperative that all

Tenderers are immediately available during the evaluation period of this submission.

- Any clarifications in respect of the Conditions of Contract or any specific industry related issues must be raised as a clarification during the pre-deadline submission clarification period. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-deadline clarification process will make the submission non-compliant.
- The Council may decide to interview Tenderers or hold clarification meetings to assist its tendering process, and Tenderers will be notified in due course.

8.3. Clarification meetings, site visits and Presentations

- The Council reserves the right to hold clarification meetings, site visits and/or interviews as it considers appropriate both before and after Tender submission.

PRESENTATIONS

If applicable, i.e. bidders who successfully pass the SQ stage will be allocated a presentation timeslot and further instructions for this, please ensure that you have key personnel available to attend CE HQ Sandbach on the advised date, per the indicative timetable currently scheduled for 16th – 17th December '19

Notifications regarding presentation timeslots will be via the Chest as soon as possible following the submission deadline.

Presentation Scenario – this will be assessed as 5% for all lots being bid for:

Please outline what steps you would take if a service user, who was enthusiastic at their assessment, has been accepted into your service, but has now disengaged. (Maximum of 10 minutes for the presentation and 10 minutes for CEC questions.)

9. POST-CONTRACT MONITORING

- 9.1.** The successful Tenderer will be expected to collaborate with the Council over the Contract Period to achieve continuous improvement in the quality and delivery of the Contract in accordance with the Council's obligations under Part I of The Local Government Act 2000.

<http://www.legislation.gov.uk/ukpga/2000/22/contents>

Tenderers are considered to have confirmed their willingness to participate in

this activity in their Tender.

10. NATIONAL FRAUD INITIATIVE

10.1. The Supplier should be aware that the Council may take part in bi-annual National Fraud Initiative (NFI) exercises undertaken by the Audit Commission, or equivalent body. This requires that the Council provides details of the transactional activity for a period of time, namely invoice details, plus supplier master-file data e.g. company name, vat / company registration details, bank account details. Data matching exercises are then undertaken by the Audit Commission, or equivalent body, to assist in the prevention and detection of fraud.

11. WHISTLEBLOWING POLICY

11.1. The Supplier shall comply with Cheshire East Council's Whistle Blowing Policy which shall ensure that employees of the Supplier are able to bring to the attention of the Council malpractice, fraud and breach of laws on the part of the Supplier or any sub-contractor without fear of disciplinary and other retribution or discriminatory action.

11.2. Tenderers and their employees may wish to acquaint themselves with the implications of the Policy for them. Tenderers' employees may wish, for example, to report any breaches in the way in which the Contract is being performed or any unacceptable behaviour by either a fellow employee or a Council employee.

11.3. For further information and guidance along with details as to how to make such a disclosure, please refer to the [Whistleblowing Policy \(PDF, 85KB\)](#) or email whistleblowing@cheshireeast.gov.uk.

12. FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

12.1. The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR")
<http://www.legislation.gov.uk/uksi/2004/3391/part/1/made>

12.2. As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

- 12.3. If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as "Not for disclosure to third parties" together with valid reasons in support of the information being exempt from disclosure under the Act and the EIR.
- 12.4. The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.
- 12.5. The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:
- Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or
 - Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

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

MODERN DAY SLAVERY

Cheshire East Council would like to highlight the importance of ensuring that all organisations operate within social and labour laws and uphold the human rights of others. Failure to do so by breaching any of the principles of the Modern Slavery Act 2015 can have serious and detrimental consequences for organisations and all those involved with working with and for them, including prison sentences of potentially 14 years or more and the inability to bid for future work in the public sector for up to 5 years. Organisations that wish to work for and with the Council should have adequate measures in place to ensure staff members and their own supply chain understand what to look out for and the risks involved in modern slavery. Any concerns should be reported to either the National Crime Agency’s referral mechanism or to social or emergency services. Further information can be found at <https://www.gov.uk/government/publications/modern-slavery-training-resource-page/modern-slavery-training-resource-page>

Please note that should the council have any reason to believe that any form of modern slavery is taking place with any of its contractors or their subcontractors then it will promptly utilise the National Crime Agency’s referral mechanism or contact the emergency services if required.

The Council has an obligation to ensure that all of its employees, suppliers and their subcontractors are operating within the law and are respectful of the human rights of

others. Should the Council have any concerns or suspicions around modern slavery within its supply chain, appropriate action will be taken through the National Crime Agency's referral mechanism or incidents will be reported to social or emergency services. The Council urges all of its suppliers and contractors to adopt the same approach to their own supply chains as failure to act against such activity or become involved in inhumane conduct in this regard would result in the Council terminating its contract with the offending organisation and may affect their ability to bid for future work if self-cleansing is not evidenced.

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).

Cheshire East Borough Council
INVITATION TO TENDER FOR THE PROVISION OF
HOUSING RELATED SUPPORT SERVICES – 19 104

Please refer to the associated documents published on the
Chest in relation to this procurement

ITT APPENDIX A – SPECIFICATIONS

Housing Related Support Specification – Final
& individual specifications by Lot

ITT APPENDIX B – CONDITIONS OF CONTRACT

ITT APPENDIX C – DATA SECURITY QUESTIONNAIRE

ITT APPENDIX D - TUPE INFORMATION

ITT APPENDIX E – INFORMATION ASSURANCE
QUESTIONNAIRE

ITT APPENDIX F – Cheshire East - HRS Split_map