

**Invitation to Tender**

**for** **programme management and delivery   
support for London Ventures 2019 - 2020**

**OJEU Ref: 2019/S 088-211247**

**Version: FINAL**

**Contents**

|  |  |
| --- | --- |
| Section A Background | 2 |
| Section B The Service Specification | 6 |
| Section C Instructions to Tenderers and Conditions of Tender | 9 |
| Section D Evaluation Criteria | 15 |
| Section E Contract | 18 |
| Appendix 1 Form of Tender | 19 |
| Appendix 2 Freedom of Information Questionnaire | 21 |
| Appendix 3 Tender submission checklist | 22 |
| Appendix 4 Pricing Schedule | 23 |
| Appendix 5 Glossary of London Ventures terms | 24 |
| Appendix 6: Standard Selection Questionnaire (SQ) | 25 |
| Appendix 7 Glossary of London Ventures tTerms and references | 42 |

**Section A: Background**

**Invitation to Tender for programme management and delivery support for London Ventures 2019 - 2020**

1. **Introduction and background**
   1. London Councils represents London’s local authorities (LLA) comprising the 32 borough councils and the City of London Corporation. It is a cross-party organisation that works on behalf of all of its member authorities regardless of political persuasion. London Councils acts as a catalyst for developing new policy programmes, spreading good practice amongst its members, people, resources, or policies and new approaches.
   2. London Councils makes the case to government, the Mayor and others to get the best deal for Londoners and to ensure that our member authorities have the resources, freedoms and powers to do the best possible job for their residents and local businesses.
   3. London Councils runs a number of direct services for member authorities including the Freedom Pass, Taxicard and Health Emergency Badge. It also runs an independent parking appeals service and a pan-London grants programme for voluntary organisations.
2. **Background**
   1. Capital Ambition was originally established as London’s Regional Improvement and Efficiency Partnership and is a formal part of London Councils. It was formed in April 2008 by bringing together the London Centre of Excellence, London Connects, the Improvement and Employment Division of London Councils and London’s Improvement Partnership.
   2. With the end of central government funding, the Leaders’ Committee meeting of 14 December 2010 agreed to continue with the Capital Ambition programme overseen by a Member-led board. The Capital Ambition Board (CAB) is a sub-committee of Leaders’ Committee and oversees the legacy investments of the previous portfolio and invests in new projects that address the strategic priorities set by Leaders Committee. These activities are undertaken by London Councils in providing services to the London local authorities with a view to achieving best value.
   3. In 2011 CAB reviewed options for the future organisation of the Capital Ambition programme and identified a future funding model based upon private-sector input to lead the further development of the programme. This model was subsequently developed and in February 2012 Leaders’ Committee endorsed CAB members’ decision to seek a private sector provider to broker efficiency support.
   4. A competitive dialogue procurement process was undertaken to deliver a brokerage of efficiency support service. In February 2013 a contract was entered into with EY, the professional services firm, to provide consultancy services to deliver London Ventures.
   5. The first contract with EY to deliver London Ventures established the general ventures workstream – a range of products and services that were market ready and would help London’s local authorities deliver their services in a more effective and efficient manner to improve outcomes for London’s communities. Partners entered into a commercial deal with London Councils which set out the arrangements of how they will work with the London Ventures programme and the commercial arrangements. These arrangements were negotiated to obtain a preferential offer for local government.
   6. The range of partners and their offers have evolved over the course of the programme, and the levels of take up and success have been inconsistent over the lifetime of the programme, particularly during the first contract period with EY to deliver London Ventures. Nevertheless, there was recognition from Capital Ambition Board that it was important to invest in a platform for London local government to be able to explore and test innovative ways of delivering services and improving outcomes for Londoners.
   7. At the December 2015 Leaders’ Committee, members approved a recommendation to undertake a new procurement process for a new London Ventures contract and delegate the decision on award of the contract to the Capital Ambition Board (further details about the first London Ventures contract and the methodology behind the general ventures programme can be found in the following Leaders’ Committee report: [www.londoncouncils.gov.uk/node/28028](http://www.londoncouncils.gov.uk/node/28028)).
   8. Following a competitive dialogue procurement process, a contract was awarded in July 2016. The contract value was for £1 million, and it took forward the principles of the original programme including being self-financing and developing the general ventures offer to local government. As part of the second contract, provision also was made for the development of a targeted ventures programme.
   9. Targeted Ventures was created as a response to feedback from senior council officials and members on the need to support London local government in dealing with some of its key strategic challenges. Targeted Ventures applies an innovation process, bringing together the broader public sector family, third sector, innovators and investors to create new ideas and concepts against a key challenge area. These ideas are then refined, developed and tested before being presented to CAB for approval (and grant funding where available) and then taken forward by sponsor boroughs through to delivery.
   10. The first cycle of Targeted Ventures was focused on the issue of temporary accommodation, homelessness and housing. The Targeted Ventures process is now being applied to the thematic area of children and families, and at the time of writing the long list of concepts have been shortlisted and will be refined and developed for CAB approval in May 2019.
   11. Income generated from the successful implementation of a London Ventures product or service is managed and controlled by London Councils in a sustainability fund. CAB has the responsibility for determining how the sustainability fund will be used.
3. **Creating a sustainable London Ventures programme**
   1. The London Ventures programme was originally funded by the Capital Ambition Board with the intention that the programme would become self-financing. Income to the programme has been generated through the successful implementation of a venture partner in a public sector body following successful facilitation through the London Ventures programme and is paid into a sustainability fund. London Councils in turn receives an amount of money which is either a fixed fee or a percentage of the contract value from each successful implementation. Furthermore, full venture partners also pay a “minimum working capital” payment which allows them to benefit from the full London Ventures support package. The money generated from successful implementations also counts towards meeting the minimum working capital payment targets. The amount paid by a venture partner varies depending upon the scale and maturity of the organisation and is paid on a quarterly basis.
   2. While there has been a level of success in terms of income generated from implementation of venture partner products and/or services and the minimum working capital receipts, it has become clear that the current approach has been unable to create a sustainable long-term future. It is therefore imperative that, in close collaboration with London Councils, alternative funding options are identified and developed for consideration, and if suitable approved by London Councils through the appropriate committee for implementation. Further details are available within the service specification part of the Invitation to Tender.
4. **Why is London Councils undertaking a procurement for a new contract?**
   1. The current London Ventures Support Services contract is due to end by August 2019. London Councils is undertaking an open procurement in order to deliver on the Capital Ambition Board and Leaders’ Committee desire to continue with the London Ventures programme for another year and to explore and identify sources of finance that can support a sustainable innovation programme.
   2. Due to the significant change in the delivery scope of the London Ventures programme, in particular the need to develop a different funding proposition, London Councils is required to undertake a procurement process in order to meet the requirements of the Public Contracts Regulations 2015 (PCR 2015).
   3. A full list of references and links to relevant background reading materials are available in Appendix 7.
5. **The Consultant Team** 
   1. London Councils wishes to appoint an appropriately qualified firm to provide consultancy services to support the London Ventures Programme. The skills required for the delivery of the role include:
   2. Knowledge of London local government priorities and challenges,
   3. In depth knowledge of the London local authority marketplace, and the role and capabilities of the various potential partners that operate in this market,
   4. Expertise in the identification and application innovative technologies in relevant settings
   5. Contract negotiations and strategic alliances,
   6. Performance improvement,
   7. Sales and marketing leadership,
   8. Understanding of public procurement procedures and regulations, and
   9. Finance, budgeting, cost management, profitability and cost analysis.
   10. Experience required - the experience required for the delivery of the role includes:
6. Candidates proposed by Tendering firms for the London Ventures support services role must have successfully led a major collaborative project involving at least two local authorities (or other similar-sized UK local authorities) and a private sector partner AND/OR
7. Candidates should have five or more years’ experience in a senior consulting role AND/OR
8. Candidates should have two or more years’ local authority management experience AND/OR
9. Candidates must have experience in successfully generating project ideas and sales in the public sector marketplace

**Section B: The Service Specification**

London Councils wishes to procure programme management and delivery support for London Ventures. The requirements for this service are set out below.

1. **The Requirements**
   1. Working in close partnership with London Councils, the Consultant will deliver the London Ventures programme from 23 August 2019 – 22 August 2020. The authority reserves the right to extend the contract by up to two years subject to there being sufficient financial resource available and/or a viable sustainable funding option is approved by London Councils’ relevant committee.
   2. The key deliverables from the contract will be to (see appendix 5 for KPIs):
2. Achieve an anticipated targeted income of £160,000[[1]](#footnote-1) from London Ventures commercial deals by August 2020,
3. Manage the relationship with the general ventures partners to maximise the commercial returns for the London Ventures programme through the provision of a range of innovative products and services to support more effective delivery of local public services,
4. If appropriate lead and negotiate commercial arrangements between London Councils and the London Venture partner either as part of the annual renewal cycle or as and when required due to key opportunities arising for the programme. As and where appropriate provide clear commercial arrangements that clarify the roles and responsibilities of the London Ventures programme and the partner, as well as how payments are triggered and either the actual financial or percentage return to the London Ventures programme.
5. Continue the delivery, development and support of the targeted ventures programme (cycles 1 and 2) to support London local government to tackle some of the sector’s key challenges,
6. Develop a robust and credible set of funding options, developed in collaboration with the Capital Ambition Team, for approval by the appropriate London Councils’ committee for harnessing external resources to create a sustainable innovation programme beyond August 2020, and
7. Provide an outline plan of procurement routes for public sector bodies to procure London Ventures products/services.
   1. As part of this, the consultant will provide a delivery plan for an initial period of one year[[2]](#footnote-2), to be agreed by a London Councils’ led governance group by the end of September 2019, which sets out:
   2. The key milestones and objectives to be achieved on a month by month basis to August 2020 for the whole London Ventures programme,
   3. The resource allocation to deliver the one-year programme, and
   4. The spend profile over the course of the year.
   5. The activities to be delivered by the contractor (working in close collaboration with London Councils) are:
      1. Leading the development and continuation of the targeted ventures workstreams on children and families
      2. General oversight of and finalisation of any outstanding commercial activities with the homelessness, temporary accommodation and housing cycle.
      3. Supporting the development and delivery of the children and families targeted ventures workstream in collaboration with London local authorities.
   6. Ensure a high take-up of targeted London Ventures products and services by –
      1. Making certain that the targeted London Ventures cycles are tackling the relevant key challenges facing London’s local authorities,
      2. Ensuring that the products and services brokered by the Consultant are innovative and have the potential to transform public services,
      3. Providing evidence that the products and services offered through London Ventures demonstrate added-value and are distinct from what already exists in the marketplace,
      4. Leading and facilitating the engagement and solution development process with potential London Ventures partners (from public, private and/or third sector),
      5. Facilitating engagement with leading professionals, in particular local authority officials, in the field to be targeted, to enable understanding and articulation of the challenge – and promote early interest and buy-in to the potential solutions,
      6. Establishing new contacts with key stakeholders in London local authorities and maintain existing relationships;
      7. Working with relevant budget holders including, heads of commissioning, heads of procurement and commercial leads to ensure there is a buyer market that is ready and willing to contract with the ventures, and
      8. Supporting local authorities in the implementation of a London Venture product or service, as and when appropriate.
   7. Marketing and advocating London Ventures to raise awareness and understanding of the programme as well as to increase opportunities for local authority implementations by:
8. Working in partnership with London Councils to develop and deliver promotional activities for the London Ventures programme and the approaches for promoting different LV products and services, including key milestones and measurable deliverables,
9. Producing marketing materials and products to promote London Ventures, identifying new markets and widening the existing reach, and
10. Supporting the promotion and advocacy of London Ventures products and services through various channels.
    1. Exploring and developing viable external funding options for the London Ventures programme. As part of creating a sustainable long-term approach for the London Ventures programme, external sources of funding will need to be identified and presented as options to London Councils to decide upon by the relevant committee. The consultant will be required to:
    2. Identifying an advising on robust external funding options for London Ventures taking into account the following steers:
       1. Any external funding should require minimal changes to the governance of the London Ventures programme,
       2. Ideally there should be no requirement to create additional external vehicles/entities, and
       3. There is a preference for grant funding options over any other form of investment.
    3. Develop a robust proposal for consideration and potential approval by London Councils in sufficient time to allow for any transitional activity to take place in advance of the August 2020 contract closure date,
    4. Provide timely and robust information to enable London Councils to manage the programme as set out in appendix 5. The performance of the consultant will be reviewed at monthly London Ventures management meetings and reported to the Capital Ambition Board at their meetings,
    5. Based upon London Councils’ committee decision, managing the closure of the London Ventures programme (subject to whether a viable future funding option is available) by August 2020.
    6. The decision upon whether or not to continue the London Ventures programme post August 2020 will be made by London Councils subject to an approval process through the relevant London Councils’ committee. Some of the key areas that will determine any extension of a contract will include the following:
11. Income generated from implementation of targeted/general ventures products and/or services,
12. The total sustainability fund accrued by August 2020,
13. The ongoing management of the general ventures programme and numbers of successful implementations,
14. The ongoing management and delivery of the targeted ventures programme activities and objectives,
15. The overall benefits and impact of the London Ventures programme, and
16. The identification, and approval (by London Councils) of a suitable and credible external funding opportunity (which may also allow for a short time limited extension of this contract for the purposes of deploying the new funding model).
    1. There may be the possibility of a time limited extension to this contract subject to one or both of the following conditions:
17. A suitable funding model that is agreed by London Councils through an approval process with the appropriate committee, and additional time is required to create the process and structures to deliver that investment (subject to there being adequate funding available for the transition to the new model), and
18. There being sufficient funding to allow for an extension of the London Ventures programme.

**Section C: Instructions to Tenderers and Conditions of Tender**

1. **Contact Details**
   1. Please ensure that you provide us with details of a single point of contact within your organisation to whom information, clarifications and any queries can be issued.
   2. London Councils cannot be held responsible if we are unable to provide you with information or contact you with our queries if you fail to notify us that you have changed the point of contact.
   3. All electronic documents and correspondence relating to this procurement process should be emailed to: [CapitalAmbitionTenders@londoncouncils.gov.uk](mailto:CapitalAmbitionTenders@londoncouncils.gov.uk)
2. **The Project**
   1. The purpose of this procurement is to award a contract (the "Contract") to a consultant (the "Consultant") for the provision of programme management and delivery support for London Ventures 2019-20. The successful Consultant will carry out services related to the operational running of the London Ventures programme in line with the specification. The Capital Ambition Board will take responsibility for strategic direction setting and governance. The Capital Ambition Team will manage the contract with the successful Consultant.
   2. London Councils reserves the right to amend this documentation during the tender process. In the event of an amendment to the documents being deemed necessary, this will be issued via a Tender Circular prior to the date of submission of Tenders.
   3. The process for the award of this contract is an open competition process in accordance with Regulation 27 of the Public Contracts Regulations 2015.Please read all documents carefully before completing your Tender.
3. **Timetable for Implementation** 
   1. London Councils intends to follow the timetable below. However, London Councils reserves the right to amend the timetable from time to time during the procurement, at its sole discretion:

|  |  |
| --- | --- |
| **Action** | **Target Date (2019)** |
| Issue of ITT and publication of OJEU notice | 3 May |
| Receipt of tenders | 3 June |
| Evaluation of tenders | 7 June |
| Capital Ambition Board approve recommendation of preferred tenderer | 11 July |
| Standstill period ends | 22 July |
| Contract award to preferred tenderer | 23 July |
| Expected contract commencement | 23 August |

1. **Methodology for Completing the Tender**
   1. The following headings set out the structure and documents within the Tender that the Tenderers are expected to demonstrate in their submissions how they will meet the requirements set out in the Service Specification. Furthermore, London Councils will expect bidders to provide (failure to provide this information may, at the Authority’s discretion, constitute grounds for disqualification from the tender process):
2. Any additional content e.g. text, diagrams, process maps, staff CVs, references, etc, at Tenderer’s discretion
3. Appendix 1 Form of Tender
4. Appendix 2 Freedom of Information Questionnaire
5. Appendix 3 Tender submission checklist
6. Appendix 4 Pricing schedule
7. Appendix 5 Key performance indicators
8. Appendix 6 Standard Selection Questionnaire (SQ)
9. Appendix 7: Glossary of London Ventures Terms and references
   1. Section D sets out the high-level evaluation criteria that will be used for the assessing the Tender. Tenderers should note that any changes to the text in section B setting out the requirements of LC as shown in this ITT will invalidate their response.
   2. Tenderers should identify and agree with London Councils which parts of their Tender are specific to them and should be treated as confidential, and those that are generic in nature and therefore permissible to share with other Tenderers.
10. **Format of Tenders**
    1. Tenderers must send an electronic copy of your Tender documents (as a Microsoft Word file and PDF) to London Councils to arrive by **12:00 noon** on **3 June 2019** (“The Due Date). Responses should be **emailed** to the email address specified below with the subject line “**Invitation to Tender for programme management and delivery support for London Ventures 2019-20**”:

[CapitalAmbitionTenders@londoncouncils.gov.uk](mailto:CapitalAmbitionTenders@londoncouncils.gov.uk)

* 1. Please allow sufficient time for receipt of an electronic Tender. The electronic version MUST be received by the Due Date.
  2. If necessary, you may seek clarification on the procurement process or the Specification by emailing your enquiry to:

[CapitalAmbitionTenders@londoncouncils.gov.uk](mailto:CapitalAmbitionTenders@londoncouncils.gov.uk)

* 1. Only one tender per organisation/consortium will be evaluated, however tenderers may include options within their proposed solution.
  2. The canvassing by any Tenderer of London Councils employees or members will result in disqualification of that Tenderer’s tender.

1. **Checking and Clarification of Tenders**
   1. Tenders should be completed in full and must be strictly in accordance with these instructions. For the avoidance of doubt, Tenders will not be accepted and will be disallowed if they are:
2. Qualified
3. Not submitted as instructed
4. Not received by the date and time specified in the timetable above
   1. All documents must be submitted in English. All prices and rates should be quoted in pound sterling. London Councils does not bind itself to necessarily accept the lowest priced Tender or any Tender at all. London Councils will not be liable for or pay any expenses, losses or costs incurred by the Tenderer in submitting its Tender. The Tenderer shall have no claim whatsoever against London Councils in respect of such costs and in particular (but without limitation) London Councils shall not make any payments to the successful Tenderer or any other Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Tender Documents) no compensation or remuneration shall otherwise be payable by London Councils to the successful Tenderer in respect of the Services by reason of the scope of the Services being different from that envisaged by the successful Tenderer or otherwise.
   2. The Tenderer should provide all the information requested and provide a robust Tender as to how the services will be provided.
   3. Tenderers responses to this ITT will be evaluated, and assessed against the stated scoring and Evaluation Criteria set out in Section D of the ITT.
5. **Requirements of Tenderers**
   1. Tenderers must obtain for themselves all information necessary for the preparation of their Tender including, but not limited to, all research, investigations and enquiries to have satisfied itself as to the nature, extent, standards, volumes and character of the services to be provided. Information supplied to Tenderers by London Councils is supplied only for the general guidance in the preparation of the Tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by London Councils for any loss or damage of whatever kind and howsoever arising from the use by Tenderers of such information. No claims will be entertained whatsoever before or after the award of the contract if inaccuracies in the measurement of descriptions are discovered.
6. **Tender Pricing Schedule**
   1. The Tenderer must complete the Pricing Schedule in Appendix 4 and include the completed schedule with its Tender. All rates and prices requested in the Pricing Schedule shall be inclusive of all disbursements and any other costs or expenses necessary.
   2. Rates and prices quoted must be exclusive of value added tax.
   3. Any genuine arithmetical error discovered in the Pricing Schedule will be dealt with in accordance with the provisions of Alternative 2 of the JCT Practice Note 6 – Main Contract Tendering.
7. **Evaluation of Tenders**
   1. London Councils intends to evaluate the tenders to determine the extent to which the Tenderers understand the requirements and the London Ventures operating environment. All tenders will be evaluated on the same basis in accordance with the Evaluation Criteria.
   2. In evaluating the tenders, London Councils will have regard to the factors set out in the Specification and the separate evaluation section of this ITT, in accordance with the principles of Regulation 67 of the Public Contracts Regulations 2015. Section D sets out a scoring matrix that specifies the criteria that shall be applied by London Councils in evaluating the Tenders.
8. **Rejection of Tenders**
   1. London Councils reserves the right to reject any tender submitted by a Tenderer in respect of which the Tenderer:
9. Discloses to any third party prices shown in its tender except where such disclosure is made in confidence in order to obtain quotations necessary for the purposes of financing or insurance; and/or
10. Enters into any agreement with any other person that such other person shall refrain from submitting a tender or shall limit or restrict the prices to be shown by any other Tenderer in its tender; and/or
11. Fixes prices in its tender in accordance with any arrangement with any person or by reference to any other tender; and/or
12. In connection with the award of the Contract gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
13. Has directly or indirectly canvassed any member or official of London Councils concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer or Tender submitted by any other Tenderer; and/or
14. Has done anything improper to influence London Councils during the Tender period; and/or
15. Has failed to use the English language; and/or
16. Is known to practice or permit discrimination in employment on the grounds of sex, colour, religion, race or ethnic or national origins; and/or
17. Has failed to return the Form of Tender Pricing Schedule fully completed and signed or any of the Accompanying Documents
18. From a Tenderer where London Councils believes that there has been any form of co-operation or collusion with another Tenderer.
19. London Councils may elect to reject a submission that is not compliant. London Councils may also elect to reject a submission which is submitted late in accordance with its Financial Regulations.
20. **Transfer of Undertakings (TUPE) Information**
    1. Tenderers should be aware that there has been some controversy about whether TUPE will apply to various types of competitive situations (particularly in regard of re-tendering situations) in the light of recent decisions of the European Court of Justice and in this country.
    2. Tenderers shall seek independent professional advice on the effect of TUPE (including any subsequent amendments to TUPE) on their Tenders and Contract. London Councils gives no assurances, warranties or assumptions as to the effect of TUPE on the Contract or otherwise other than stated in this section dealing with TUPE.
    3. The incumbent Consultant has informed London Councils regarding TUPE that “this is not applicable to our contract as no staff could be seen as eligible for TUPE”. This information is provided to all Tenderers by London Councils in good faith only. London Councils merely acts as a conduit for the information, and therefore does not and shall not warrant and/or represent the accuracy or validity of any such information made available by it in respect of TUPE.
    4. In the event that TUPE is held to be applicable then Tenderers should take into account the requirements of TUPE and must be prepared to accept all liabilities, which may arise as a consequence of the application of TUPE.
21. **Freedom of Information**

18.1 Tenderers are asked to complete the Freedom of Information Questionnaire included as Appendix 2. Tenderers should note that in accordance with the obligations placed upon public authorities by the Freedom of Information Act 2000 (“Act”), all information submitted to London Councils may be disclosed by London Councils in response to a valid request made pursuant to the Act.

1. **Ownership of Output Documentation**
   1. All documentation following the contract award including but not limited to the delivery plan, specialist reports, advice, management information reports, business and project Tenders and similar documentation prepared by the successful Tenderer for the purposes of and under the auspices of the contract will by virtue of the contract to be executed by the parties will be assigned to and vest in London Councils.
2. **The Contract**
   1. Following the Tendering Stage of the procurement, the successful Tenderer will be required to execute a formal contract which embodies the terms set out in Section E “The Contract” of this Invitation to Tender. The contract will be prepared by the City of London’s Comptroller and City Solicitor who acts as Legal Adviser to London Councils. The successful Tenderer will be required to execute the formal Contract promptly at London Councils request.
   2. This Contract is tendered under the EU Open Procedure and is therefore subject to the Public Contracts Regulations 2015 (“PCR 2015”). In accordance with Regulation 27, London Councils as a contracting authority may request any Tenderer to clarify, specify or fine tune its Tender response. London Councils cannot and will not accept any amendments to the Conditions of Contract after the Tender submission date.
3. **Contract Length and Value**
   1. The contract will be for an initial period of one year. If there is evidence to indicate that there are sufficient resources as well as viable external funding options to continue the London Ventures programme then London Councils reserves the right to extend the contract for up to two years.
   2. There is an indicative contract value of £300,000 over the first year of the contract subject to the achievement of an income target of £160,000 by August 2020 through the general ventures programme. The contract value has been derived from forecast financial returns from negotiated commercial deals with London Venture partners as well as deals still undergoing negotation. These figures should be treated by Tenderers as guidance only. London Councils can give no warranty or guarantee as to the actual income that may be generated from a successful London Ventures programme.
4. **Conflicts of Interest**
   1. London Councils requires any and all actual or potential conflicts of interest to be disclosed by Tenderers. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.
   2. Where there is any indication that a conflict of interest exists or may arise, and then it is the responsibility of Tenderers to inform London Councils detailing the conflict in a separate Appendix, and where appropriate assist London Councils in the management of that conflict or risk. Failure of a Tenderer to declare and/or resolve such conflicts to the reasonable satisfaction of London Councils could result in a Tenderer being excluded from the procurement process if there is a conflict of interest which cannot be effectively remedied.
   3. London Councils will itself take appropriate measures to effectively prevent, identify and remedy conflicts of interest arising in the conduct of this procurement process so as to avoid any distortion of competition and to ensure equal treatment of all economic operators as required by Regulation 24 of Public Contracts Regulations 2015.

# **Section D: Evaluation Criteria**

1. **Evaluation Process**

Stage 1 – Tender Return

Any Tender that is received after the tender return date and time will result in the disqualification of the Tender and therefore that Tender shall not be considered for evaluation.

Stage 2 – Checking of Responses

All responses will be checked to ensure that all aspects of the ITT have been addressed, that all documents requested have been attached e.g. the standard selection questionnaire (SQ) and that the Pricing Schedule has been signed by a duly authorised officer of the company.

If a Tenderer has not provided a response to any of the assessment criteria, or a detailed reason as to why a response cannot be given, London Councils may either exclude the Tenderer or, at its discretion, may seek clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in its disqualification.

Stage 3 – Individual Tenderer Response Evaluation

Each response that meets the Stage 2 criteria will be evaluated and scored as follows:

1. The quality of the proposal will account for 60% of the overall score
2. Pricing schedule will account for 40% of the overall score
3. **Scoring Methodology**

The table below summarises the scoring percentages for each aspect of the ITT and reflects the percentages shown under Stage 3 above.

|  |  |  |
| --- | --- | --- |
|  | **Information assessed** | **% weighting** |
| **Quality**  ***60% of overall score*** | High-level summary (500 words maximum) | 10.00 |
| Provide a project plan with key milestones, covering some of the key elements of the specification e.g. general ventures and targeted ventures delivery, marketing and promotion activities etc | 26.67 |
| Provide a narrative on how the project plan will be delivered including how you will deliver the project plan, who will deliver it from your organisation and their credentials and evidence of your organisation’s capabilities, any key risks/issues that need to be addressed etc (1,500 words maximum) | 26.67 |
| Provide details on how you will develop options that could address the long-term financial sustainability of the London Ventures programme and how it will be funded beyond August 2020 (1,000 words maximum) | 26.66 |
| Describe how you will work within the London Councils and Capital Ambition governance structures (500 words maximum) | 10.00 |
| **Price**  ***40% of overall score*** | Cost | 50.00 |
| Deliverability | 50.00 |

The **quality part of the ITT assessment** for the Tender will be scored on a range of points, between 0 and 4, where a demonstration of proven knowledge, understanding and capacity is awarded higher marks. The scores are defined as follows:

|  |  |
| --- | --- |
| **Score** | **Explanation** |
| 0 | Tenderer has not attempted to address this aspect or provide relevant information |
| 1 | Tenderer has provided a weak answer and has minimal knowledge, understanding and capacity |
| 2 | Tenderer has included some relevant information and has a partial, though not full knowledge, understanding and capacity |
| 3 | Tenderer has a comprehensive knowledge, understanding and capacity, and has included relevant information which provided a good detailed answer |
| 4 | Tenderer has an outstanding knowledge, understanding and capacity, and has included all relevant information |

In calculating the **price section of the ITT**, the following formula will be used to determine the **score for cost**:

**Deliverability** within the price section will be score on a range of points, between 0 and 4 where an evaluation of the deliverability of the contract against the price will be made. The scores are defined as follows:

|  |  |
| --- | --- |
| **Score** | **Explanation** |
| 0 | Tenderer has not provided a response to the question |
| 1 | Tenderer’s pricing is unrealistic and is highly unlikely to deliver the full contract within the quality and timescales required. |
| 2 | Tenderer’s pricing seems to be excessively high/low to deliver the full contract and its requirements |
| 3 | Tenderer’s pricing is adequately priced to deliver the full contract and its requirements to a good quality within the time scale |
| 4 | Tenderer’s pricing is competitively priced to deliver the full contract and its requirements to a high quality within the timescale |

* 1. Please find below a worked example of the ITT assessment scoring:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  |  | **Company A** | | **Company B** | |
|  | **Area** | **Weighting (%)** | **Weighted score** | **Weighting (%)** | **Weighted score** |
| Quality (60%) | High level summary | 10.00% | 0.05 | 10.00% | 0.1 |
| Project Plan | 26.67% | 0.13335 | 26.67% | 0.2667 |
| Narrative | 26.67% | 0.13335 | 26.67% | 0.2667 |
| Financial sustainability | 26.66% | 0.1333 | 26.66% | 0.2666 |
| Governance | 10.00% | 0.025 | 10.00% | 0.1 |
| **Final score for section** | **100.00%** | **0.285** | **100.00%** | **0.6** |
| Price (40%) |  |  |  |  |  |
| Price | 50.00% | 0.5 | 50.00% | 0.125 |
| Deliverability | 50.00% | 0.125 | 50.00% | 0.25 |
| **Final score for section** | **100.00%** | **0.25** | **100.00%** | **0.15** |
|  | **Total** | **100.00%** | **0.535** | **100.00%** | **0.75** |

Company A had a relatively low score for the quality section, however they were also the lowest price bidder. Company B scored highly for quality but were comparatively more expensive than company A. Due to the weightings of the scores Company B is has achieved a higher overall score.

1. **Pricing Criteria**

There is an indicative contract value of £300,000 over the first year of the contract subject to the achievement of an income target of £160,000 by August 2020 through the general ventures programme. The contract value has been derived from forecast returns from negotiated commercial deals with London Venture partners. These figures should be treated by Tenderers as guidance only. London Councils can give no warranty or guarantee as to the actual income that may be generated from a successful London Ventures programme.

1. **Qualitative (Non-Price) Criteria**

Tenderers should assume that the evaluation panel has no knowledge of their organisation, its activities, experience or previous work undertaken for London Councils or for other contracting authorities.

Tenderers should provide full details for any assertions, statements or examples used to address the qualitative criteria.

We reserve the right to exclude any tenders over the value of £300,000.

# **Section E: Contract**

# 

**Appendix 1: Form of Tender**



**Invitation to Tender for programme management and delivery support for London Ventures**

To: London Councils,

1.1 I/We having read the Conditions of Contract, Specification and other documents supplied by LC (collectively referred to as "the Procurement Documents") and having inspected and made all necessary enquiries regarding the provision of the Services do hereby offer to execute and complete the Services as described by or referred to in the Procurement Documents for the fees and/or rates stated in the Pricing Schedule excluding Value Added tax.

1.2 I/We declare that the Tender price or any other figures or other information in connection with the Tender have not been disclosed by me/us to any other party (including any other company or part of a company forming part of a group of companies of which I/we are a part) nor to any sub-contractor or supplier whomsoever or any other person to whom such disclosure could have the effect of preventing or restricting full competition in this Tendering exercise and that I/we have not otherwise colluded with any person with such intent nor have I/we any knowledge either of the sum quoted or of any other particulars of any other Tender for this contract by any other party. I/We also accept that offering an inducement of any kind in relation to obtaining this or any other contract will disqualify my/our Tender from being considered.

1.3 I/We further acknowledge that any breach of the foregoing provisions shall lead to the immediate disqualification of this Tender and may further lead to criminal or civil proceedings.

1.4 I/We acknowledge that, while London Councils, shall so far as possible, treat any Tender received in confidence, London Councils reserves the right to make the same available to Trading Standards Departments, the Office of Fair Trading, and/or any other statutory regulatory authority either having jurisdiction over the Services or who may now or at any future time have statutory power to require disclosure of this Tender or otherwise as it may be obliged by Statute so to do, including in relation to any requests made pursuant to the Freedom of Information Act 2000 (FoIA) or the Environmental Information Regulations 2004 (EIR).

1.5 I/We agree that should obvious errors in pricing or errors in arithmetic be discovered in the Tender submitted by me/us before the acceptance of this offer, the errors shall be dealt with in accordance with Alternative 2 of the Joint Contracts Tribunal Practice Note 6 – Main Contract Tendering.

* 1. I/We shall comply with any statutory provisions concerning equal opportunities for the time being in force and all relevant areas of London Councils Equal Opportunities Policy.
  2. I/We shall ensure that our agents and / or sub-contractors shall likewise comply with the foregoing provisions.
  3. I/We further acknowledge that this Tender is submitted at my/our own expense and that neither the lowest nor any Tender will necessarily be accepted and that London Councils shall not be obliged to disclose the reason for the non-acceptance of any such Tender.
  4. I/We understand that nothing in this Tender or its appendices or any other communication made between London Councils and any other party including ourselves shall be taken as constituting a contract, agreement or representation between London Councils and any other party - including ourselves (save for the award of contract made in writing by the London Councils), nor shall such be taken as constituting a contract, agreement or representation that any contract shall be offered in accordance herewith or at all. I/We also understand that except as otherwise expressly provided, no communication to you shall have any validity under any resultant contract unless made in writing and agreed by London Councils.

SIGNED....................................................………………

DATED...........................................................................

For and on behalf of …………………………………………...........................................................................

Position or status within Company

......................................................................

Address

.....................................................................................................................................

………………………………………………………………………………………………

…………………………………………………………………………………….…………

Tenders not conforming strictly to the foregoing delivery requirements will be disqualified in accordance with London Councils’ Financial Regulations.

Tenderers are further reminded that any qualifications made by them to the terms forming part of this Invitation to Tender will lead to their Tender being disqualified.

**London Councils abides by the rules laid down by the EU in respect to tendering and in this regard for the Open Procedure (and in cases where London Councils own rules apply) London Councils will only exceptionally, and at its sole discretion, entertain discussions with Tenderers for the purpose of clarifying or supplementing the content of their Tender or the requirements of London Councils, as contracting authority and provided this does not involve discrimination.**

.

**Appendix 2: Freedom of Information Questionnaire**



**FREEDOM OF INFORMATION SCHEDULE**

Please state in writing what information, if any, relating to the information provided in London Councils Quotation that you wish to reserve in accordance with the provisions of the Freedom of Information Act 2000. **NB:** information relating to contract records and/or administration, overall value performance, or completion may not be reserved by you.

*Information which may be reserved includes: -*

*Trade secrets*

*Commercial interest*

*Obligation of confidentiality due to the nature of the information, or the circumstances under which it is imparted*

*Personal data relating to an individual*

*Unit Prices or detailed pricing information*

Please state the section of the Freedom of Information Act 2000 under which you wish to reserve the information. Please state the reasons for the reservation. Please state how long you wish the reservation to last, e.g. the number of years.

**NB:** It is tenderers’ responsibility to obtain independent legal advice on the provisions of the Act; London Councils is not offering advice in regard to the Act and nor are its officers responsible or authorised to provide any such advice.

I hereby certify that the information supplied in this application and supporting documents is accurate to the best of my knowledge. I understand that false information may result in exclusion from further consideration and that it is a criminal offence to offer any gift or consideration to any employee of the London Councils in connection with this contract. I also understand that canvassing of Members or officers of London Councils will result in disqualification. I confirm that I am prepared to answer any questions relating to this questionnaire and attend for interview if so required. Such interview(s) may include the requirement to make a presentation to a panel in support of the tender submission.

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date [dd/mm/yyyy]:

Name (in block capitals):

For and on behalf of:

Position in Organisation:

Telephone Number:

Email:

# **Appendix 3: Tender submission checklist**

**To be returned with the Form of Tender with the requisite documents attached (see Section C Instructions to Tenderers).**

Name of Tenderer:

|  |  |
| --- | --- |
| **Document** | **Please Tick if enclosed** |
| Form of Tender |  |
| Completed Freedom of Information Questionnaire |  |
| Standard selection questionnaire |  |

|  |  |
| --- | --- |
| **Tenderer’s Detailed Tender Document** | **Please Tick if enclosed** |
| High-level summary |  |
| Delivery plan |  |
| Deliverability plan narrative |  |
| Long-term financial sustainability description |  |
| Working with London Councils |  |

|  |  |
| --- | --- |
| **Document** | **Please Tick if enclosed** |
| Completed Pricing Schedule (Appendix 4) |  |

|  |  |
| --- | --- |
| **Document** | **Please list documents enclosed** |
| Any other information the Tenderer may feel pertinent to this Tender. |  |

# **Appendix 4: Pricing Schedule**

|  |  |
| --- | --- |
| Contract name: | Invitation to Tender for programme management and delivery support for London Ventures 2019-2020 |
| Tender for (*type of work*): | Consultancy Services |
| Length of Contract (*months/years*): | 1 year |
| Contract Price - Fixed fee for first year |  |
| Daily Fee Rates of proposed staff by grade. | £/day |

**CONTRACTOR DETAILS**

|  |  |
| --- | --- |
| Name of Tenderer: |  |
| Address: |  |
| Postcode: |  |
| Telephone: |  |

Signed on behalf of the Tenderer

|  |  |
| --- | --- |
| Name: |  |
| Signature: |  |
| Dated: |  |

**Appendix 5: London Ventures KPIs**

|  |  |  |
| --- | --- | --- |
| **Theme** | **Key Performance Indicator** | **Target (by August 2020)** |
| 1. Income generation | a. Total amount of money to be invoiced by London Councils by August 2020 | £160,000 |
| b. Identification and Development of a suitable investment proposition to fund for a sustainable London Ventures programme | i. At least one investment proposition completed for consideration by London Councils with investor secured  ii. Investment proposition approved by London Councils |
| 1. Promoting the London Ventures offer | a. General venture partners have engaged with a public sector body to promote their offer | All venture partners have engaged with at least one public sector body. |
| b. Meeting about London Ventures have been held with representatives from at least two thirds of London’s local authorities | At least 22 London LAs have had a discussion where London Ventures was either the focus or a tabled agenda item. |
| c. CAB members advocate the London Ventures programme | At least two promotional pieces produced and published for CAB members |
| 1. Targeted Ventures | a. Completing the children and families targeted ventures | i. All approved Children and Families projects are developed by borough sponsors to be a viable product or service  ii. Commercial arrangements are in place to realise income from successful implementations of targeted ventures |
| 1. Developing the options for a future funding and operating model for a London Ventures programme |  | i. To develop generic future funding options for the London Ventures Programme, which will be subject to legal advice and for objective consideration by London Councils.[[3]](#footnote-3) |
| 1. Project management | a. Delivery plan | A one year delivery plan is produced by the consultant and agreed by London Councils by the beginning of October 2019 |
| b. Regular reviews of performance and activity | Monthly meetings with senior officers from London Councils to review London Ventures progress |

**Appendix 6: Standard Selection Questionnaire (SQ)**

**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   1. public limited company 2. limited company 3. limited liability partnership 4. other partnership 5. sole trader 6. third sector 7. 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 ☐  No ☐  N/A ☐ |
| 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 ☐  No ☐ |
| 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) | Relevant classifications (state whether you fall within one of these, and if so which one)   1. Voluntary Community Social Enterprise (VCSE) 2. Sheltered Workshop 3. Public service mutual |  |
| 1.1(m) | Are you a Small, Medium or Micro Enterprise (SME)[[4]](#footnote-4)? | Yes ☐  No ☐ |
| 1.1(n) | Details of Persons of Significant Control (PSC), where appropriate: [[5]](#footnote-5)  - 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;  - Over 25% up to (and including) 50%,  - More than 50% and less than 75%,  - 75% or more. [[6]](#footnote-6)  (Please enter N/A if not applicable) |  |
| 1.1(o) | Details of immediate parent company:    - 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)  (Please enter N/A if not applicable) |  |
| 1.1(p) | Details of ultimate parent company:  - 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)  (Please enter N/A if not applicable) |  |

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.

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 ☐  No ☐  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 ☐  No ☐ |
| 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) | **Regulations 57(1) and (2)**  The detailed grounds for mandatory exclusion of an organisation are set out on this [webpage](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), which should be referred to before completing these questions.  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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf). | |
|  | Participation in a criminal organisation. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Corruption. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Fraud. | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Money laundering or terrorist financing | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes ☐  No ☐  If Yes please provide details at 2.1(b) |
| 2.1(b) | If you have answered yes to question 2.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 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 ☐  No ☐ |
| 2.3(a) | **Regulation 57(3)**  Has it been established, for your 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? | Yes ☐  No ☐ |
| 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](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf), 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 ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (b) | Breach of social obligations? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1 (c) | Breach of labour law obligations? | Yes ☐  No ☐  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 ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(e) | Guilty of grave professional misconduct? | Yes ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes ☐  No ☐  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 ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(h) | Been involved in the preparation of the procurement procedure? | Yes ☐  No ☐  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 ☐  No ☐  If yes please provide details at 3.2 |
| 3.1(j)  3.1(j) - (i)  3.1(j) - (ii)  3.1(j) –(iii)  3.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  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. | Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2  Yes ☐  No ☐  If Yes please provide details at 3.2 |

|  |  |  |
| --- | --- | --- |
| 3.2 | 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) |  |

**Part 3: Selection Questions**[[7]](#footnote-7)

|  |  |  |  |
| --- | --- | --- | --- |
| **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 ☐  No ☐ |
| (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 ☐  No ☐ |
| (b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position. | | Yes ☐  No ☐ |
|  | (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 ☐  No ☐ |
| **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 ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **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 ☐  No ☐ |
| **5.2** | If yes, would the parent company be willing to provide a guarantee if necessary? | Yes ☐  No ☐ |
| **5.3** | If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)? | Yes ☐  No ☐ |

|  |  |
| --- | --- |
| **Section 6** | **Technical and Professional Ability** |
| **6.1** | **Relevant experience and contract examples**  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.  The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below.  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).  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.  If you cannot provide examples see question 6.3 |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **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** | 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)  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) |
|  |  |

|  |  |
| --- | --- |
| **6.3** | 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. |
|  |  |

|  |  |  |
| --- | --- | --- |
| **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 ☐  N/A ☐ |
| **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 ☐  Please provide the relevant url …  No ☐  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. | 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  Employer’s (Compulsory) Liability Insurance = as required by law for each and every claim  Public Liability Insurance = £5,000,000 as required by law for each and every claim Professional Indemnity Insurance = £5,000,000 as required by law for each and every claim  Product Liability Insurance = £5,000,000 as required by law for each and every claim  \*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. |

|  |  |  |
| --- | --- | --- |
| **8.2** | **Skills and Apprentices[[8]](#footnote-8) – (please refer to supplier selection guidance)** | |
| **a.** | Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15.  Please confirm if you will be supporting apprenticeships and skills development through this contract. | Yes ☐  No ☐ |
| **b.** | If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation? | Yes ☐  No ☐ |
| **c.** | Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested? | Yes ☐  No ☐ |

|  |  |  |
| --- | --- | --- |
| **8.4** | **Suppliers’ Past Performance[[9]](#footnote-9) - (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 ☐  No ☐ |
| **b.** | On request can you provide a certificate from those customers on the list? | Yes ☐  No ☐ |
| **c.** | If you cannot obtain a certificate from a customer can you explain the reasons why? | Yes ☐  No ☐ |
| **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 ☐  No ☐ |
| **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 ☐  No ☐ |

**Appendix 7: Glossary of London Ventures terms and references**

|  |  |
| --- | --- |
| **Approval process** | In terms of London Councils this refers to the relevant committee/sub-committee making a decision on whether or not to extend the programme management and delivery support for London Ventures 2019 – 2020 contract |
| **Capital Ambition Board** | The member led board that makes decisions in relation to Capital Ambition funded activities, including the London Ventures programme. |
| **Consultant** | ‘the Consultant’ means the particular organisation appointed to provide those specific services. |
| **Contract** | Means this specific contract which will be awarded by the Client, for the provision of programme management and delivery support for London Ventures 2019- 2020. |
| **Funding model** | A funding proposition that is provided to London Councils for consideration as a way to provide a financially sustainable future for the London Ventures programme |
| **General Ventures** | Means the workstream within the London Ventures programme that provides access to market ready products and/or services for London local government |
| **Leaders’ Committee** | The Leaders' Committee is the main decision making committee for London Councils. Each borough is represented on the committee by their Leader. The Chair of the committee is Peter John OBE (LB Southwark) |
| **London Ventures** | Means the innovation programme deliver in collaboration between London Councils and EY to provide London local government with access to a range of products and services that will improve the effectiveness and efficiency of local government services to improve outcomes for Londoners. |
| **Minimum working capital** | Full venture partners pay a fixed amount per annum to receive the full London Ventures programme support. This amount varies based upon the scale and maturity of the partner, but is paid on a quarterly basis. |
| **Service or Services** | Means the services provided by the consultant under the Contract. |
| **Sustainability fund** | The aggregate amount of income generated from London Ventures activities held and managed by London Councils. |
| **Targeted Ventures** | Means the London Ventures workstream that applies an innovation process to deal with specific challenges that are key strategic issues for London local government. |

Further information about the London Ventures programme can also be found through the following links:

<https://www.londoncouncils.gov.uk/our-key-themes/london-ventures>

<https://www.linkedin.com/company/london-ventures>

<https://twitter.com/ldnventures?lang=en>

1. The income target is based upon commercial deals that have already been negotiated with London Ventures partners, as well as commercial deals that are currently being negotiated and due to be finalised by summer 2019. London Councils provides no guarantee as to whether the amount will be realised. [↑](#footnote-ref-1)
2. Should London Councils choose to extend the contract for a longer period of time, the consultant will be required to produce additional delivery plans that cover the length of any extensions. [↑](#footnote-ref-2)
3. Timescale to be agreed with consultant [↑](#footnote-ref-3)
4. See EU definition of SME <https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en> [↑](#footnote-ref-4)
5. 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](https://www.gov.uk/government/publications/guidance-to-the-people-with-significant-control-requirements-for-companies-and-limited-liability-partnerships). [↑](#footnote-ref-5)
6. Central Government contracting authorities should use this information to have the PSC information for the preferred supplier checked before award. [↑](#footnote-ref-6)
7. [See Action Note 8/16 Updated Standard Selection Questionnaire](https://www.gov.uk/government/collections/procurement-policy-notes) [↑](#footnote-ref-7)
8. [Procurement Policy Note 14/15– Supporting Apprenticeships and Skills Through Public Procurement](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/456805/27_08_15_Skills__Apprenticeships_PPN_vfinal.pdf) [↑](#footnote-ref-8)
9. [Procurement Policy Note 04/15 Taking Account of Suppliers’ Past Performance](https://www.gov.uk/government/publications/procurement-policy-note-0415-taking-account-of-suppliers-past-performance) [↑](#footnote-ref-9)