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| **Invitation to Tender For** **In Care and Leaving Care Services for Children and Young People** |
|  |
| Name of Project | In Care and Leaving Care Services for Children and Young People |
| Project Reference Number | 2015.42F |
|  |  |

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PART A – INSTRUCTIONS AND GUIDANCE

Section 1 – Introduction of Project Requirements

**PART A INSTRUCTIONS AND GUIDANCE**

1.1 Purpose and Scope of this ITT

This ITT:

* Sets out the overall timetable and process for the procurement to Tenderers
* Provides Tenderers with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant)
* Sets out the Award Criteria and the Tender Evaluation Methodology that will be used to evaluate the Tenders
* Asks Tenderers to submit their Tenders in accordance with the instructions set out in the remainder of this ITT
* Explains the administrative arrangements for the receipt of Tenders

1.2 Introduction

The Council is conducting the procurement using the Open Procedure.

This document contains information about the procurement process, the Contract, and sets out the conditions for submission of a Tender.

1.3 Scope of the Project

The ‘ Leaving Care and In Care Services’ are a range of  services to be delivered for and with young people In Care and Care Leavers. The services will provide a range of specialised support services including Advocacy, Independent Visitors and Leaving Care Workers, as well as the provision of a range of personal and social development opportunities including 1-1 Support, Peer Mentors and group activities. The activities will support young people In Care and Care Leavers to achieve improved outcomes.

These services will make a significant contribution to the priorities for development identified in the Corporate Parenting Strategy which includes;

* Educational aspiration, progress and attainment
* Participation and advocacy;
* Further improving the access of care leavers to education, training and employment;
* Increasing the range of safe moving-on accommodation for care leavers;
* Refreshing the Transitions Policy
* Further improving the access of care leavers to specialist Children and Adolescent Mental Health Services (CAMHS).

Services for young people In Care will also ensure that the following seven pledges to Children and Young People in Care are actively promoted;

* To find the best available home for you
* To help you stay in touch with your family and friends
* To help you stay healthy
* To support you to do your best at school and college
* To help and support you to move on from care
* To help you to participate and make sure your voice is heard in the decisions about you
* To help you stay and feel safe

This contract is being divided into Lots as below:

**Lot 1 – Leaving Care Service**

The provision of a high quality Leaving Care Service which will ensure that Personal Advisors are provided to Care Leavers in line with the statutory duties under The Care Planning Regulations 2010 Children in Care and Care Leavers. The Personal Advisor’s provided through this service will work alongside Local Authority Social Workers for under 18’s and take on case-holder responsibility for  Care Leavers allocated to them  up until the young person reaches the age of 21 (or 25 for those in further education)

Lot 2 – Advocacy Service

The provision of a high quality and accessible Advocacy and Independent Visitor Service to be provided in line with the statutory duties under the Children Act 1989. This service must provide:

* Trained advocates and/or independent visitors for children and young

people in care that require support

* Trained advocates for children and young people involved in the child protection process to ensure their wishes and views are represented via advocates.

This service will also provide advocacy to children or young people with a disability and will provide access to a complaints service for any child or young person wishing to make a complaint about a council service

**Lot 3 – Engagement and Participation Service**

The provision of an effective, young people led Participation and Engagement Service to provide a broad range of personal and social development opportunities for young people In Care and Care Leavers which improve confidence, communication skills, resilience and self-esteem. The service will provide a range of activities which young people are supported to take part in, which;

* Enables learning through a range of informal education activities and settings
* Provides opportunities, activities and support  for young people to overcome barriers to personal and social development and to further  develop their pro-social skills and personal abilities
* Recognises the value of peer support through the provision peer led activities and  programmes and provides further opportunities and roles for young people In care / Care leavers to support their peers, i.e.) Peer mentoring/ befriending schemes

This service will also develop opportunities to be involved and increase participation in the Children In Care Council and Care Leaver’s groups to ensure that young people have forums and support to influence change on issues that they identify as important to them, including policy and practice at local and national levels. Young people will be supported through these groups to further develop their communication, team work, peer support, decision making, planning, voice and influence skills.

1.4 Value of the Contract

The Total Value for each Contract/Lot is shown below:

Lot 1 – £1,426,074

Lot 2 – £575,710

Lot 3 – £562,944

Whilst the details of potential expenditure are given in good faith as a guide to assist Tenderers in submitting their Tenders, they are not an undertaking on behalf of the Council to purchase the Services to this or any other particular value and shall not create a binding obligation unless specifically stated within the Contract.

1.5 Contract Term

Subject to any termination rights contained within the Contract, the Council proposes to enter into the Contracts for a maximum period of 5 years with the successful Tenderers ("Contractors"). This term will be on a 3+1+1 basis.

The anticipated Commencement Date is 1st July 2016.

1.6 Use of Contract by Third Party Organisations

 Not Applicable to this Tender

Section 2 – Tender Timetable

2.1 Tender Information Table

|  |
| --- |
| Tender Information Table |
| Submission Instructions |
| Tenderers must complete and return the various requirements set out in Part B, Part C and the Schedules and Appendices to this ITT in order to submit a compliant Tender.1 x paper copies and 1 x master electronic version supplied on CD or memory stick. No other form of electronic submission will be accepted. Tender Documents must be sealed in a plain envelope addressed using the tender return label. The envelope or parcel shall not bear any name or any other mark (e.g. postal or franking devices on envelope) by which the Tenderer can be identified.The element of the Tender that identifies the price must be submitted within its own sealed envelope within the plain sealed envelope (as part of the overall Tender). |
| Tender to be returned to:  | FAO Ashley SinfieldCommercial ServicesNew County Hall (Main Reception)Treyew RoadTruroCornwallTR1 3AY |
| Tender clarification contact officer: | Ashley Sinfield |
| Tender clarification contact email: | csftenders@cornwall.gov.uk |

2.2 Tender Timetable

It is the intention of the Council, that this procurement will follow a clear, structured and transparent process at all times and that all Tenderers will be treated equally.

The key dates for this procurement timetable are currently anticipated to be as follows:

|  |
| --- |
| Timetable |
| Event | Date |
| Issue ITT | From 07/12/2015 |
| Deadline for receipt of clarifications  | 15.00 (3.00pm) 18/12/2015 |
| Target date for responses to clarifications | 24/12/2015 |
| Deadline for return of Tenders (Return Date) | 15.00 (3.00pm) 15/01/2016 |
| Evaluation of Tenders | 18/01/2016 – 05/02/2016 |
| Notification of contract award decision | 25/02/2016 |
| "Standstill" period | 25/02/2016 – 07/03/2016 |
| Confirm contract award | 08/03/2016 |
| Target contract Commencement Date  | 01/07/2016 |
| Issue Contract Award Notice | by 21/03/2016 |

Tenderers should note that this is an indicative timetable only and may be subject to change. Any changes will be communicated to all Tenderers as soon as possible.

Section 3 – Conditions of Tender

This section provides guidance to Tenderers on how to complete the Tender.

3.1 Clarifications

Any enquiries or requests for clarification of any matter relating to this ITT or its contents must be made in writing by e-mail or post to the individual named in Section 2.1.

The Council will endeavour, so far as is practicable, to respond to all clarifications as soon as possible through issuing a document listing Tenderers' questions and the response to them using the Clarifications Log which will be published as part of the contract advert on the Contracts Finder website, and as such it will be the Tenderers responsibility to ensure they make reference back to the site to obtain any updated information, as may be published from time to time.

However, the Council shall not be obliged to comply with any such request and does not accept liability or responsibility for failure to provide any information requested.

If a Tenderer considers that a clarification and/or its response relates to a confidential aspect of its ITT submission, it must mark the clarification as "confidential". If the Council is of the opinion that it would be inappropriate to answer the clarification on a confidential basis it will notify the Tenderer and require the Tenderer to either withdraw the clarification or to raise any objection within two (2) working days of such notification and state the grounds for its objection. If the Tenderer does not withdraw the clarification or raise any objection within the specified period, or if the Council is of the opinion that the clarification is not confidential, the Council may issue the clarification response to all of the Tenderers.

The Return Date for receipt of clarifications relating to the ITT is set out in the Tender Timetable contained in Section 2.2 of this ITT. The contact details for Clarifications are:

For the Attention of:- Ashley Sinfield

Commercial Services

csftenders@cornwall.gov.uk

However, if the terms of the Contract render the proposals in a Tenderer's Tender unworkable, the Tenderer should submit a clarification prior to the submission of a Tender, and the Council will consider in its absolute discretion whether any amendment to the Contract is required. Any amendments which are proposed, but not approved by the Council through this process, will not be accepted and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.2 Deadline for Return of Tenders

Tenders must be submitted in accordance with the process identified in the Tender Information Table (Section 2.1) and within the deadlines set in the Tender Timetable found in Section 2.2.

Any Tender received after the Return Date shall not be opened or considered except for circumstances set out within the Council’s Contract Procedure Rules. The Council may, however, in its own absolute discretion extend the Return Date and in such circumstances the Council will notify all Tenderers of any such extension. It is the Tenderer’s responsibility to ensure that their tender is received in accordance with the deadline for receipt of tenders.

3.3 Interviews/Presentations

Not Applicable to this Tender

3.4 Contract Award

Entering into the Contract is subject to the formal approval process of the Council. Until all necessary approvals are obtained and the standstill period completed, no Contract will be entered into.

Once the Council has reached a decision in respect of a contract award, it will notify all Tenderers of that decision and provide for a Standstill period in accordance with the Regulations.

3.5 Standstill Period

The Council will not enter into any form of binding commitment until the mandatory Standstill period under Regulation 87 of the Regulations has expired and provided that its original decision on which Tender to accept remains unchanged following any representations made during the Standstill period.

3.6 Debrief

Part B – Supplier Selection Criteria: those Tenderers who are unsuccessful at Selection Stage will be notified and debriefed as to the reasons – unsuccessful Tenderers at Selection Stage will not have their Tender evaluated

Part C –for those Tenderers who passed Selection Stage but are unsuccessful after evaluation of their Tender, notification of the Contract Award decision will be issued, informing them of the identity and relative advantages and characteristics of the successful Tenderer

3.7 Variant Bids

Not Applicable to this Tender

3.8 Contract Terms

By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the form of Contract without further negotiation or amendment.

This procurement is being carried out under Regulation 27 of the Regulations using the Open Procedure and therefore THE COUNCIL CANNOT NEGOTIATE WITH ANY TENDERER ABOUT THE TERMS AND CONDITIONS OF THE CONTRACT after the award of any contract or submission of tender.

3.9 Council Rights

The Council reserves the right to:

* Seek clarifications or additional documents in respect of any Tenderer's submission
* Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT, or submits a tender that is vague or incomplete. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Council's discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.
* Disqualify any Tenderer in accordance with Regulation 57 of the Regulations.
* Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis
* Choose not to award any Contract as a result of the current procurement process
* Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason

Non-acceptance or rejection of any tender shall be without prejudice to any other civil remedies available to the Council or any criminal liability which such conduct by a Tenderer may attract.

3.10 Tenderer Conduct

Tenderers are reminded of their obligations as set out in the Regulations, relating to their conduct, specifically deliberately unclear Tenders, price fixing, influencing the decision, contacting other Tenderers or linked suppliers, and other undesirable practices.

3.11 Warrantees and Disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, Tenderers should not rely on this information and should carry out their own due diligence checks and verify the accuracy of the information. Neither the Council, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to all information including any statement, opinion or conclusion contained in, or any omission from, this ITT (including its appendices), and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Council. The Council does not accept any responsibility for any pre-contractual representations made by it or on its behalf.

If a Tenderer proposes to enter into the Contract with the Council, it must rely on its own enquiries and on the terms and conditions set out in the Contract. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Council (or any other person) to enter into a contractual arrangement. The Council has not made and is not making any contract, agreement or warranty that a Contract will be offered through the issue of this ITT.

3.12 Tenderer’s Warranties

In submitting the Tender the Tenderer warrants and represents and undertakes to the Council that:

* It has not performed any of the acts or matters referred to in Regulation 57 of the Regulations, and has complied in all respects with this ITT.
* All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees, officers, agents or advisers, in connection with or arising out of the Tender, are true, complete and accurate in all respects.
* It has made its own investigations and research, and has satisfied itself in respect of all matters relating to the ITT.
* It has full power and council to enter into the Contract and provide the Services, and will if requested produce evidence of such to the Council.
* It is of sound financial standing and the Tenderer and its partners, directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the Tenderer submitted to the Council) which may adversely affect such financial standing in the future.

The Tenderer shall indemnify, and keep indemnified, the Council against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Tenderer of any of its obligations in this ITT.

3.13 Costs

The Council will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer or by a third party acting under instructions from them in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Council.

3.14 TUPE

It is the responsibility of the Tenderer to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly. Tenderers should therefore take their own advice and make their own enquiries regarding the likelihood of TUPE applying.

Tenderers should take their own advice and make their own enquiries regarding the likelihood of TUPE applying. TUPE may apply and the Council has obtained relevant details from the current provider, as attached below. It is the responsibility of the Tenderer to consider whether or not TUPE is likely to apply in the particular circumstances of this tender exercise and to act accordingly.

The contact details for each Lot are as follows:

**Lot 1 – Leaving Care Service**

John McConnell

Action for Children

Leaving Care Service

Enterprise House

St. Austell Bay Business Park

St. Austell

Cornwall

PL25 3RF

TEL: 01726-815005 (Par Office)

       01726-810439 (direct line)

**Lot 2 – Advocacy Service**

Nigel Cox

Children’s Services Manager

Barnardos Cornwall

5 Trethorne Business Park

Kennards House

Launceston

Cornwall

PL15 8QE

TEL: 01566 86873

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Ian Jones

Volunteer Cornwall

Acorn House

Heron Way

Newham

Truro

TR1 2XN

TEL: 01872 265308 / 07779 724402

**Lot 3 – Engagement and Participation Service**

Mari Eggins

Chief Executive Officer

Carefree - Fostering Independence Cornwall

Wesley Buildings

Wesley Street

Redruth TR15 2EG

TEL: 01209 204333

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Nigel Cox

Children’s Services Manager

Barnardos Cornwall

5 Trethorne Business Park

Kennards House

Launceston

Cornwall

PL15 8QE

TEL: 01566 86873

3.15 Confidentiality and Freedom of Information

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

It is the responsibility of the Council to publish details of all contracts it now places, therefore by returning this Tender, Tenderers acknowledge that the Council is obliged to disclose the provisions of any resulting Contract. This does not apply to any information which is exempt from disclosure in accordance with FOIA principles.  In determining whether any information is exempt, the Council shall consult with the Contractor and shall take its reasonable concerns into consideration, provided that the Council shall have the final decision in its absolute discretion.  The Contractor shall co-operate and assist the Council to publish in accordance with the Council’s obligation.

3.16 Publicity

Tenderers shall not undertake (or permit to be undertaken) at any time (whether prior to or after any contract award) any publicity or activity with any section of the media in relation to this tender process or the supply of the Services specified, other than with the prior written consent of the Council. In this paragraph the word "media" includes (but is not limited to) radio, television, newspapers, trade and specialist press, the internet and E-mail accessible by the public at large and the representatives of such media.

3.17 Consortia, Unincorporated Joint Ventures and Sub-Contracting arrangements

The Council recognises that a Tenderer may be a collaboration of organisations either through a consortium arrangement, unincorporated joint venture or by way of a lead contractor and sub-contractors. This does not preclude a single organisation submitting a response.

Any Tenderer which is a consortium will be required to form a legal entity prior to any award of a Contract and suitable security for guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract may be required in the form of a parent company guarantee or performance bond from the Lead Organisation and/or the Relevant Organisations as required by the Council.

For Tenderers who are Lead Contractors and sub-contractors, the Lead Contractor will be required to enter into the Contract and take all legal responsibility for the obligations under that Contract and the Council reserves the right to require suitable security guaranteeing the obligations of the legal entity and the delivery of the works or services under the Contract in the form of a parent company guarantee or a performance bond if necessary.

For Tenderers who are single organisations, the Council reserves the right to require suitable security for works or services under the Contract in the form of a parent company guarantee or a performance bond if required.

All Tenders will be evaluated as a whole in accordance with this document and the details contained within the ITT.

All correspondence in relation to this procurement will be sent to the Lead Organisation only in accordance with Section 3 of this document.

3.18 Law

The laws of England and Wales will apply to this ITT and the procurement generally.

3.19 Form of Parent Company Guarantee

Where appropriate and the Council deems relevant a Parent Company Guarantee will be required prior to any formal award of contract.

3.20 Performance Bond

Where appropriate and the Council deems relevant a Performance Bond will be required prior to any formal award of contract.

3.21 Inter Government Information Sharing

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Council may disclose within Government any of the Contractor's documentation/information (including any that the Contractor considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Contractor to the Council during this Procurement. The information will not be disclosed outside Government. Contractors taking part in this competition consent to these terms as part of the competition process.

Section 4 – Instruction/Guidance for Tender Return

4.1 Instructions for Tender Return

Only Parts B and C should be returned. Number every page sequentially in the main body of your response as "Page [x] of [xx]". Any additional information which is necessary to support your Tender should be included as appendices and cross-referenced in the main body of your Tender.

The envelope/packaging must be securely packed and sealed for tender return and must not indicate the identity of the Tenderer. Tenders with external identification may not be opened or considered. It must be clearly labelled as set out in the Tender Information Table.

You must return all documentation required by this ITT by the Return Date. Where Tenders are delivered by post or courier they must be delivered to the Council during normal working hours (9 a.m. to 4.30 p.m. Monday to Friday excluding statutory holidays) and a receipt obtained. Tenders shall not be handed to any other Department/Officer of the Council. Tenders delivered by hand to any other location or not receiving a receipt may not qualify and may be rejected.

Proof of posting or franking will not be accepted as proof of delivery.

4.2 Changes

After return of the tender the Tenderer must inform the Council of any changes. The Council reserves the right to disqualify any Tenderer that fails to undertake this task.

The Council reserves the right to accept changes proposed by any Tenderer to the composition of their Tenderer entity subject to the necessary legal/eligibility, technical ability and financial standing criteria set out being met and such change resulting in satisfactory arrangements for the Tenderer's ability to deliver the Contract requirements, providing always that such change is notified and takes effect prior to the Contract being executed.

4.3 Submission of Tenders

Unless the Council has expressly stated to the contrary, each Tenderer must submit only one Tender in respect of this ITT.

Each Tender must be a stand-alone bid and not be dependent on any other bid or any other factors external to the Tender itself. Each Tender must be capable of being accepted by the Council in its own right.

The following requirements must be adhered to when submitting Tenders:

* Tenderers should submit only such information as is necessary to respond effectively to this ITT.
* Unless specifically requested, extraneous presentation materials, particularly company corporate sales material, are neither necessary nor desired. Such materials will only be taken into account if they are clearly referenced in a Tenderer's specific response to a question in this ITT and only then to the extent that information is considered relevant by the Council.
* The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
* The Tender must be clear, concise and complete. The Council reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities or lacks clarity.
* The element of the Tender that identifies the price must be submitted within its own sealed envelope (as part of the overall Tender)
* Tenderers have been asked to include a Single Contact Point in their organisation for their response to this ITT. The Council shall not be responsible for contacting the Tenderer through any route other than the nominated contact. The Tenderer must therefore undertake to notify any changes relating to the contact promptly.

4.4 Tender Evaluation Methodology

The Tender submission will be evaluated in two parts:

* Supplier Selection Criteria
* Tender Award Criteria

The first element the Council will evaluate is the Supplier Selection Criteria (Part B). Tenderers not satisfying the Supplier Selection Criteria will, at the discretion of the Council, be excluded from the remainder of the evaluation process and their Tender shall not be considered further.

The Council will then evaluate the Tender Award Criteria (Part C) for those Tenderers which were not excluded after evaluating the Supplier Selection Criteria.

4.5 Supplier Selection Criteria

The purpose of the Supplier Selection Criteria is to enable the Council to extract and evaluate the information required under Regulation 58 of the Regulations.

The Selection Criteria used comply with Guidance issued by the Minister for the Cabinet Office under Regulation 111 of the Regulations unless stated otherwise in the NOTE TO TENDERER at the start of that any individual Module.

Tenderers that fail to complete the documentation (even when stated ‘for information only’) may be excluded from the remainder of the evaluation process and their Tender shall not be considered further.

Each element/question stated within the Supplier Selection Criteria referenced above will be assessed on the basis of pass/fail or scored - as set out below:

|  |
| --- |
| Evaluation Methodology |
| Module | Evaluation Methodology |
| Module 1 - Tenderer Details | Info Only |
| Module 2 - Financial Matters | Pass / Fail |
| Module 3 - Health and Safety | Pass / Fail |
| Module 4 - Equality and Diversity | Pass / Fail |
| Module 5 - Mandatory Exclusions | Pass / Fail |
| Module 6 - Safeguarding staff and vulnerable people | Pass / Fail |
| Module 7 - Insurances  | Pass / Fail |
| Module 8 - Registration under Data Protection Act 1998 | Pass / Fail |
| *Module 9 – Not Applicable to this Tender* | *NA* |
| Module 10 - Project Specific Questions | \*Scored  |

**Pass / Fail Questions**

These criteria will be scored on a pass / fail basis

Tenderers that receive a ‘fail’ in any of these questions/sections shall be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

Scored Questions

Will be scored in accordance with the table below.

|  |
| --- |
| Scored Questions |
| Score | Definition | Interpretation |
| 5 | Excellent | **Exceptional** demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. **Full evidence** provided where required to support the response.  |
| 4 | Good | **Above average** demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria. **Majority of evidence** provided to support the response. |
| 3 | Acceptable | **Demonstration** of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with **some evidence** to support the response. |
| 2 | Minor Reservations | **Some minor reservations** of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria with **little or no evidence** to support the response. |
| 1 | Serious Reservations | **Considerable reservations** of the relevant ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with **little or no evidence** to support the response. |
| 0 | Unacceptable | **Does not comply and/or insufficient information provided** to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to meet the criteria, with **little or no evidence** to support the response. |

\*Tenderers that receive a score of 2 or less in any of these questions/sections may be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

Consortia, Unincorporated Joint Ventures and Subcontracting Tenderers

Where the Tenderer has completed the response and that Tenderer is made up of a Lead Organisation and Relevant Organisation(s) the following will apply (unless stated otherwise within the relevant section):

* For Pass/Fail modules all Relevant Organisations will be required to pass all modules unless an adequate justification is provided by the Relevant Organisation or the Lead Organisation which is satisfactory to the Council; and
* For scored modules, the Council will provide the Tenderer with a global score for each question taking into account the responses received from each Relevant Organisation and looking at the submission in respect of that question as a whole.

4.6 Tender Award Criteria

Only tender submissions from Tenderers who pass the Supplier Selection Criteria Stage will be evaluated. The following therefore relates to the Tender Award Criteria.

The Contract(s) awarded as a result of this procurement will be awarded on the basis of the offer that is the most economically advantageous to the Council on a Lot by Lot basis.

The Award Criteria and Sub-Criteria for each Lot are as follows:

**Lot 1 – Leaving Care Service**

Quality – 80%

This overarching Quality Award Criteria is split into the following Award Sub-Criteria numbered 1 to 8 in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting,(80% total)** |
| 6.4.1. Implementation | 10.00% |
| 6.4.2. Aims and  Objectives | 10.00% |
| 6.4.3 Outcomes  Framework | 10.00% |
| 6.4.4 Quality Assurance  | 10.00% |
| 6.4.5 Safeguarding | 10.00% |
| 6.4.6 Social and Additional  Value  | 10.00% |
| 6.4.7 Co-production | 10.00% |
| 6.4.8 Young Peoples  Activity | 10.00% |

Commercial – 20%

This overarching Commercial Award Criteria is split into the following Award Sub-Criteria numbered 1 and 2 in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting,(20% total)** |
| 1. Direct Service Costs | 10% |
| 2. Overhead Costs | 10% |

Lot 2 – Advocacy Service

Quality – 70%

This overarching Award Criteria is split into the following Award Sub-Criteria numbered 1 to 8 in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting,(70% total)** |
| 6.4.1. Implementation | 8.75% |
| 6.4.2. Aims and  Objectives | 8.75% |
| 6.4.3 Outcomes  Framework | 8.75% |
| 6.4.4 Quality Assurance  | 8.75% |
| 6.4.5 Safeguarding | 8.75% |
| 6.4.6 Social and Additional  Value  | 8.75% |
| 6.4.7 Co-production | 8.75% |
| 6.4.8 Young Peoples  Activity | 8.75% |

**Commercial – 30%**

This overarching Commercial Award Criteria is split into the following Award Sub-Criteria numbered 1 and 2 in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting,(30% total)** |
| 1. Direct Service Costs | 15% |
| 2. Overhead Costs | 15% |

**Lot 3 – Engagement and Participation Service**

Quality – 70%

This overarching Award Criteria is split into the following Award Sub-Criteria numbered 1 to 8 in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting,(70% total)** |
| 6.4.1. Implementation | 8.75% |
| 6.4.2. Aims and  Objectives | 8.75% |
| 6.4.3 Outcomes  Framework | 8.75% |
| 6.4.4 Quality Assurance  | 8.75% |
| 6.4.5 Safeguarding | 8.75% |
| 6.4.6 Social and Additional  Value  | 8.75% |
| 6.4.7 Co-production | 8.75% |
| 6.4.8 Young Peoples  Activity | 8.75% |

**Commercial – 30%**

This overarching Commercial Award Criteria is split into the following Award Sub-Criteria numbered 1 and 2 in the table below.

|  |  |
| --- | --- |
| **Criteria** | **Weighting,(30% total)** |
| 1. Direct Service Costs | 15% |
| 2. Overhead Costs | 15% |

**Quality Score: Worked Example**

The following table sets out an example of how the scoring of tenderer responses to the quality questions contributes to the overall tender score.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Criteria** | **Tenders Score, A** | **Maximum Score, B** | **Weighting, C(80% total)** | **Quality Total, D(as above)** | **Contribution to tenderers score, D(A÷B) x C x D\*10/8 = E** |
| 1. Implementation
 | **3** | **5** | 10.00% | **80%** | **6.00%** |
| 1. Aims and Objectives
 | **3** | **5** | 10.00% | **80%** | **6.00%** |
| 1. Outcomes Framework
 | **4** | **5** | 10.00% | **80%** | **8.00%** |
| 1. Quality Assurance
 | **4** | **5** | 10.00% | **80%** | **8.00%** |
| 1. Safeguarding
 | **4** | **5** | 10.00% | **80%** | **8.00%** |
| 1. Social and Additional Value
 | **4** | **5** | 10.00% | **80%** | **8.00%** |
| 1. Coproduction
 | **5** | **5** | 10.00% | **80%** | **10.00%** |
| 1. Young People’s Activity
 | **2** | **5** | 10.00% | **80%** | **4.00%** |
|  |  |  |  |  |  |
| **Tenderers Quality Score out of a possible 80% (=sum(E))** | **58.00%** |

4.6.1 Quality Evaluation

The technical quality evaluation will be scored as below.

Each scored question/section will be allocated a score between 0 and 5 in accordance with the table set out below:

Tenderers that receive a score of 2 or less in any of these questions/sections may be excluded from the remainder of the evaluation process and their Tender shall not be considered further, unless the Council, at its absolute discretion, decides otherwise (the Council must evidence why such discretion was exercised).

|  |
| --- |
| Scoring Matrix for Technical and Quality Criteria |
| Score | Judgement | Interpretation |
| 5 | Excellent | Exceptional demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Full evidence provided where required to support the response.  |
| 4 | Good | Above average demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services. Majority evidence provided to support the response. |
| 3 | Acceptable | Demonstration of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with some evidence to support the response. |
| 2 | Minor Reservations | Some minor reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 1 | Serious Reservations | Considerable reservations of the relevant ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |
| 0 | Unacceptable | Does not comply and/or insufficient information provided to demonstrate that there is the ability, understanding, experience, skills, resource and/or quality measures required to provide the goods/works/services, with little or no evidence to support the response. |

4.6.2 Commercial Evaluation

The commercial element of the evaluation will be carried out after Tenderers have been selected using the Selection Criteria. Only those Tenderers satisfying the Selection Criteria’s requirements will have their commercial submission evaluated.

The Pricing Document contains the details and requirements relating to the price element of this ITT. This may include, but is not limited to, the inclusion of specific instructions, documents, templates, pricing structures, etc, for the Tenderers to return as part of their Tender submission.

The Commercial evaluation will be conducted as detailed in the attached Pricing Document.

**Commercial Evaluation Process**

This Evaluation Model and Methodology sets out the evaluation criteria and methodology to be undertaken during the commercial evaluation of this procurement process. It sets out the criteria which the Council will use to evaluate Tenders.

Tenderers submitting a Tender for Lots 1, 2 or 3 are required to submit the Pricing Document as part of their Tenders which shall form the basis of the commercial evaluation. The Pricing Document is a Scored and Weighted Submission Item which constitutes a percentage of the total score available for this ITT stage of the procurement process.

| **Lot 1 – Leaving Care Service** |
| --- |
| **Sub-Criterion** | **Weighting (%)** |
| **Total Direct Service Delivery Costs** | **10%** |
| **Total Overhead Costs** | **10%** |
| **Total Weighting for Price** | **20%** |

| **Lot 2 – Advocacy Service** |
| --- |
| **Sub-Criterion** | **Weighting (%)** |
| Advocacy Child Protection | **4.5%** |
| Independent Visitors | **4.5%** |
| Advocacy Children in Care | **4.5%** |
| Complaints | **0.75%** |
| Disabled Complaints | **0.75%** |
| **Total Direct Service Delivery Costs** | **15%** |
| **Total Overhead Costs** | **15%** |
| **Total Weighting for Price** | **30%** |

| **Lot 3 – Engagement and Participation Service** |
| --- |
| **Sub-Criterion** | **Weighting (%)** |
| Children in Care | **7.5%** |
| Leavers | **7.5%** |
| **Total Direct Service Delivery Costs** | **15%** |
| **Total Overhead Costs** | **15%** |
| **Total Weighting for Price** | **30%** |

Although the total value of the Contracts/Lots are as shown in 1.4, the Commercial Evaluation will be conducted based on the Guide Price for each Lot and **NOT** the total contract value, as described below.

**However Tenderers should be aware of the total contract values shown in 1.4 as bids in excess of these amounts will not be considered.**

The evaluation sub-criteria will award a score by comparing each Tenderers Total prices with the Guide Rates set out in the Pricing Document (Modelling Summary Tab).

A score will be awarded for each price category depending on how much each Tenderers prices are below or above the Guide Rates in accordance with the tables set out in the tabs labelled ‘TAB A’, ‘TAB B’ and ‘TAB C’ in The Pricing Document. If a Tenderer submits a price below the Guide Rate, it will receive a score between 55 and 100. If a Bidder submits a price above the Guide Rate, it will receive a score between 50 and 5.

If a Tenderers prices are exactly the same as the Guide Rates, the Tenderer will receive a score of 0.5. Thereafter, the further a Tenderers prices are below the Guide Rates the higher the score the Tenderer will receive (up to a maximum score of 100). The further a Tenderers prices are above the Guide Rates the lower the score the Tenderer will receive (down to a score of 5).

The Tenderers scores will then be converted into a weighted score between zero and the maximum weighted score.

In the event of two Tenderers achieving the same weighted commercial score, and the same Quality score, but with different total bid prices, the Tenderer with the lowest price will be identified as the Preferred Tenderer. In the event that the Tenderers prices are also exactly the same the Council will revert to the Tie Break methodology set out in Section 4.6.3.

Within the Pricing Document Tenderers will also have the opportunity to identify an overhead discount should the Tenderer win multiple Lots. This element **will not** be evaluated by the Council but may be taken up in the event of a Tenderer winning multiple Lots.

**4.6.3 Tie Breaks**

In the eventuality that two or more tenderers remain Tied (e.g. Commercial Score and Quality Score are identical) following the application of the methodology above the preferred supplier will be selected at random from the remaining tenderers using a fair and transparent process.  All tied supplier will be entered into a draw and the first supplier to be picked from the draw will be the preferred supplier. In the event of a draw and spirit of fairness and transparency the Tied Tenderers will be invited to send a representative to witness the draw.

|  |
| --- |
| **Part B – Supplier Selection Criteria** |
|  |
| In Care and Leaving Care Services for Children and Young People |
| REF: 2015.42F |
| Submitted By  |  |
| Single Contact Point Name |  |
| Single Contact Point Email |  |
| Single Contact Point Tel. |  |
| Single Contact Point Address |  |
| Date |  |

**PART B SUPPLIER SELECTION CRITERIA**

#

# PART B – SUPPLIER SELECTION CRITERIA

Section 5 - Supplier Selection Criteria Completion Documentation

5.1 Submission Compliance Instructions

Tenderers shall complete and return only Parts B and C of this document, which includes any Appendices and Schedules requested. All Tenders received by the Return Date will be checked for compliance with the submission requirements set out in Part A of this ITT. If the Council does not consider a Tender compliant, it reserves the right not to carry out any further evaluation and may eliminate the Tenderer from the procurement.

Tenderers are asked to respond to all of the questions in this section. Tenderers are also asked to complete and return the Commercial documentation required.

Responses to all sections of the Tender may be assessed independently of each other. Therefore where a response to a section of a Tender is duplicated in the response to a different section, Tenderers are requested to repeat that information for each section rather than cross-referencing responses to where the information may have already been provided. It is the Tenderer’s responsibility to ensure the response to each question is entire and can be assessed as such.

5.2 Selection Stage

Tenderers are reminded that this Tender is conducted under the Open Procedure, and Part B (this section) therefore assesses the suitability of the Tenderer.

Where a Tenderer does not meet the Supplier Selection Criteria as set out, then they will be treated as ineligible and this may exclude their tender from the evaluation of offers made in accordance with Regulation 30 of the Regulations.

INFORMATION ONLY

5.3 Module 1 - Tenderer Details

NOTE TO TENDERER: Tenderers shall identify whether and which subcontracting or consortium arrangements apply in the case of their application and precisely which entity they propose to be the Contractor. Only the Lead Organisation is required to complete this section.

|  |  |  |
| --- | --- | --- |
| 5.3.1 | Full name of the Supplier completing the ITT |  |
| 5.3.2 | Registered company address |  |
| 5.3.3 | Registered company number |  |
| 5.3.4 | Registered charity number (if applicable) |  |
| 5.3.5 | Registered VAT number (if applicable) |  |
| 5.3.6 | Name of immediate parent company (if applicable) |  |
| 5.3.7 | Name of ultimate parent company (if applicable) |  |
| 5.3.8 | Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company  | [ ]  Yes |
| ii) a limited company | [ ]  Yes |
| iii) a limited liability partnership | [ ]  Yes |
| iv) other partnership | [ ]  Yes |
| v) sole trader | [ ]  Yes |
| vi) other (please specify below) | [ ]  Yes |
|  |
| 5.3.9 | Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | [ ]  Yes |
| ii) Small or Medium Enterprise (SME) | [ ]  Yes |
| iii) Sheltered workshop | [ ]  Yes |
| iv) Public service mutual | [ ]  Yes |

|  |
| --- |
| **5.3.10 Bidding model** |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** |
| a)  Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | [ ]  Yes |
| b)  Bidding as a Prime Contractor and will use third parties to deliver some of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | [ ]  Yes |
| c)  Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | [ ]  Yes |
| d)  Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Council may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | [ ]  Yes**Consortium members****Lead member** |
| e)  Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. |  [ ]  Yes**Consortium members****Current lead member****Name of Special Purpose Vehicle** |

|  |
| --- |
| **5.3.11 Contact details** |
|  **Supplier contact details for enquiries about this ITT** |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

PASS/FAIL MODULES

5.4 Module 2 - Economic and Financial Standing

The information provided by the Tenderer will be assessed to establish the economic and financial standing of the Tenderer in relation to the contract.

This section **must** be completed. The Council will, where possible, obtain an independent financial assessment of the Tenderer and its relevant parent company from a reputable credit rating organisation. The Tenderer will be awarded an overall pass or fail mark dependant on the score awarded from the assessment process below.

All information provided should be clearly referenced to the question number in your submission.

This module has been taken from PAS 91 to appropriately manage the risk the risk of the Council. It therefore constitutes a minor variation from the Government Standard Selection Criteria.

|  |
| --- |
| **Please select the one organisation description that most closely matches your organisation and provide information accordingly** |
|  | **Type of organisation** | **Description of information expected, which will be taken into account in assessment** | Please indicate your answer by marking ‘X’ in the relevant box, only one required. |
| 5.4.1 | Financial information for a start-up business that has not reported accounts to the Revenue or Companies House. | Forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, or an alternative means of demonstrating financial status. | [ ]  YesReference for additional information: |
| 5.4.2 | Accounts for an unincorporated business (sole traders and partnerships). | Copy of the most recent accounts that contain turnover, profit before tax, and balance sheet (if prepared) covering either the most recent two year period of trading or if trading for less than two years, the period that is available. If accounts are not prepared, provide the relevant pages from the latest tax returns (self-employment pages for sole traders, partnership pages for partnerships) together with the tax assessment. | [ ]  YesReference for additional information: |
| 5.4.3 | Accounts for a small company or limited liability partnership with a turnover of below the audit threshold (currently £6.5 million) that is not required to prepare audited accounts. | Copy of the most recent accounts as submitted to the Inland Revenue covering either the most recent two year period of trading or if trading for less than two years, the period that is available. Abbreviated accounts are not acceptable. | [ ]  YesReference for additional information: |
| 5.4.4 | Accounts for a medium to large incorporated entity and all other organisations that are required to prepare audited accounts. | Copy of the most recent audited accounts for your organisation covering either the most recent three year period of trading, or if trading for less than three years, the period that is available. | [ ]  YesReference for additional information: |
| 5.4.5 | Accounts for other organisation types (e.g. not for profit entities, local authorities, housing associations, charities) | In most cases it is likely that audited accounts will have been prepared and the accounts required at 5.4.1 – 5.4.4 above will suffice. Where this not the case, an unaudited copy of the most recent accounts as described in 5.4.1 and 5.4.2 above should be provided. | [ ]  YesReference for additional information: |
|  |  |

**Group structures**

If the Tenderer is a subsidiary, the financial information is required for both the subsidiary and the relevant parent organisation. A financial assessment will also be performed on the relevant parent company based on the criteria outlined below. For purposes of assessment relevant parent company will be taken as the ultimate unless otherwise stated.

**Additional information**

Credit rating report: credit rating reports will be obtained for both the Tenderer and relevant parent company. These will be used to provide the Council with an independent check of financial information supplied by the Tenderer. Where the Tenderer or parent company receives a NIL credit rating this could lead to an unsatisfactory financial assessment but further investigation will be carried out based on the financial accounts supplied with the tender.

Litigation: outstanding claims or litigation to the value of 25% or more of the last financial year’s profits that are not covered by appropriate insurance could lead to an unsatisfactory financial assessment. This applies to the Tenderer and their relevant parent.

Scoring mechanism: up to 100 marks are awarded taking into account turnover and the performance of the company in question measured by using standard accounting ratios. The scoring model is therefore as follows.

**Financial Assessment process:** This module will be scored out of 100.

Organisations which score **70** marks or above will receive a **pass** for the purposes of this ITT an organisation scoring less than **70** will be deemed not to have met the Council's minimum standards of economic and financial standing and a **fail** may be awarded. The score for each element of the assessment will be rounded to two decimal places.

**Where the Tenderer is a subsidiary** The assessment process will be applied to the financial information obtained for both the Tenderer and its ultimate parent organisation and assessed as follows:

For Tenderers who have a parent organisation, the ultimate parent organisation will also be assessed on the same financial standards as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Tenderer** | **Parent company** | **Ultimate result** | **Notes** |
| Pass | Pass | Pass |  |
| Fail | Fail | Fail |  |
| Fail | Pass | Pass  | Only if ultimate parent organisation confirms that it is willing to give financial support to the subsidiary organisation (the Tenderer) in the form of a parent company guarantee (PCG), or other form of suitable security as required by the Council. |
| Pass | Fail | Pass | **If** the relevant parent organisation is a non-trading Holding Company. |
| Pass  | Fail | Fail | **If** the relevant parent organisation is a trading organisation |

**Consortium bids** The assessment process will be applied to the financial information obtained for each relevant organisation that is a member of the consortium.

The combined turnover of all consortium members must meet the turnover requirement. All other elements of the financial assessment (profit, liquidity, gearing) will be based on the individual performance of **each** member of the consortium.

Where **any** member of the consortium cannot demonstrate that it meets the minimum acceptable standard (i.e. a score of 70 or above) then a fail may be awarded to the consortium.

**Scoring criteria calculations**

Scores will be calculated as follows:

|  |  |
| --- | --- |
| **Criteria** | **Maximum Score**  |
| (a) Turnover | 30 |
| (b) Acid Test Ratio | 30 |
| (c) Gearing | 20 |
| (d) Net Profit Margin | 20 |
| **Total Score** | **100** |

**Turnover: 30 marks**

This calculation is used to demonstrate the Tenderer has sufficient resources to meet the requirement of the Contract.

The turnover requirement for each Tenderer is dependant on the no. of Lots the Tenderer is applying to deliver. If the Tenderer is applying for only one Lot its annual turnover over the last two financial years must at least equal the value shown below for that Lot.

If the Tenderer is applying for multiple Lots it’s annual turnover over the last two financial years must at least equal the sum of the values shown below for **all** Lots being applied for.

**Lot 1 – Leaving Care Service**

If the Tenderer's average annual turnover for each of the last two financial years is equal to or higher than the turnover requirement of at least £584,820 (pounds sterling) the Tenderer will receive 30 marks.

If the Tenderer has an average annual turnover for each of the last two financial years of less than £584,820 (pounds sterling) zero (0) marks will be awarded.

Lot 2 – Advocacy Service

If the Tenderer's average annual turnover for each of the last two financial years is equal to or higher than the turnover requirement of at least £236,094 (pounds sterling) the Tenderer will receive 30 marks.

If the Tenderer has an average annual turnover for each of the last two financial years of less than £236,094 (pounds sterling) zero (0) marks will be awarded.

**Lot 3 – Engagement and Participation Service**

If the Tenderer's average annual turnover for each of the last two financial years is equal to or higher than the turnover requirement of at least £228,336 (pounds sterling) the Tenderer will receive 30 marks.

If the Tenderer has an average annual turnover for each of the last two financial years of less than £228,336 (pounds sterling) zero (0) marks will be awarded.

In the case of a newly formed organisation the average annual turnover will be determined from a combination of the company accounts (where provided) and the business plan.

In the case of consortium bids the total combined turnover of the Lead Tenderer and all Relevant Organisations will be calculated and this combined turnover will be used within the individual assessment of each member of the consortium.

**Profit: 20 marks**

Marks will be awarded if the average profit margin for the last two years is above 0.

Net Profit margin percentage will be calculated as follows:

(Net Profit after interest but before tax / Turnover)

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Mean profit margin percentage (%)** | **Score** |
| Greater than 0 | 20 |
| Less than or equal to 0 (minimum standard) | 0 |

**Liquidity (Acid Test Ratio): 30 marks**

This criterion assesses whether or not the Tenderer can demonstrate they have sufficient resources to pay its debts by comparing [current assets](http://en.wikipedia.org/wiki/Current_asset) minus stock to [current liabilities](http://en.wikipedia.org/wiki/Current_liabilities). It is expressed as follows:

 (current assets – stock)
 = Acid Test
 current liabilities

This will be measured on the average of the two years accounts. Stock will include stock, inventories and work in progress.

The minimum standard for this criterion is that the Tenderer must have a current liquidity ratio of at least **1.0.**

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Current Ratio**  | **Score** |
| Equal to or greater than 1.0 | 30 |
| Less than 1.0 (minimum standard) | 0 |

**Gearing: 20 marks**

This criterion assesses whether or not the Tenderer can demonstrate it has sufficient equity (or capital) to borrowed funds. Gearing is a measure of financial leverage, demonstrating the degree to which a firm's activities are funded by owner's (shareholders) funds versus creditor's funds. This will be measured on the latest annual accounts only.

It is expressed as follows:

(Debt greater than 1 year + Debt less than a year + Overdrafts – Cash)

Net worth (or equity)

The Council will calculate the gearing ratio. The minimum standard for this criterion is that the Tenderer must have a gearing ratio lower than 90%

Scores will be awarded as follows:

|  |  |
| --- | --- |
| **Gearing Ratio %** | **Score** |
| Less than 90% | 20 |
| Equal to or greater than 90% | 0 |

 5.5 Module 3 - Health and Safety

NOTE 1 TO TENDERER: The Module must be completed in full and will be evaluated as a whole and given a pass or fail rating based on an evaluation of the risk to the Council of entering into a contract with the Tenderer.

NOTE 2 TO TENDERER: Prior to contract award Tenderers will be expected to provide evidence to support their response to this Module. A detailed evidence request form, (Appendix K) proportional to the risk associated with this contract, will be requested from the preferred Tenderer(s) once they have been selected. The receipt of satisfactory evidence is a condition required for contract award.

NOTE 3 TO TENDERER: Organisations with fewer than five employees are not legally required to have a documented policy statement. If a supplier is in this category it does not have to write down its policy, organisation or arrangements. However, it does need to be able to demonstrate that its policy and arrangements are adequate in relation to the type of activity likely to be undertaken and assessments of competence will be made easier if when procedures are clear and accessible.

This module has been taken from PAS 91 to appropriately manage the risk the risk of the Council. It therefore constitutes a minor variation from the Government Standard Selection Criteria.

You must answer all questions as requested below and in addition you must also

|  |  |  |
| --- | --- | --- |
| 5.5.1 | If your organisation meets the criteria identified in one of **5.5.1(a)** to **5.5.1(c)** below and you can provide the supporting evidence required prior to contract award, you do not need to complete questions **5.5.2** to **5.5.13** of this question module. If exemption is not claimed, please move to **5.5.2** | Confirm if you meet any of the exemption criteria |
| **(a)** | You have within the last twelve months successfully completed a prequalification application undertaken by an assessment provider able to demonstrate that its information gathering process conforms to PAS 91. | [ ]  Yes[ ]  No |
| **(b)** | You have within the last twelve months, successfully met the assessment requirements of a scheme in registered membership of the [Safety Schemes in Procurement (SSIP) forum](http://www.ssip.org.uk/). | [ ]  Yes[ ]  No |
| **(c)** | You hold a UKAS or equivalent, accredited independent third party certificate of compliance with BS OHSAS 18001. | [ ]  Yes[ ]  No |

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Question** | **Example of the type of information in support of responses, which will be taken into account in an assessment carried out before contract award.** | **Yes / No** |
| 5.5.2 | Are you able to demonstrate that you have a policy and organisation for health and safety (H&S) management? | You will be expected to demonstrate and provide evidence on request of a periodically reviewed H&S policy, endorsed by the chief executive officer The policy should be relevant to the anticipated nature and scale of activity to be undertaken and set out responsibilities for H&S management at all levels in the organisation *(Organisations with fewer than 5 employees, please see Note 2 to this Table)* | [ ]  Yes[ ]  No |
| 5.5.3 | Are you able to describe your arrangements for ensuring that your H&S measures are effective in reducing/ preventing incidents, occupational ill-health and accidents? | You will be expected to demonstrate and provide evidence on request of the arrangements for H&S management that are relevant to the anticipated nature and scale of activity to be undertaken and show clearly how these arrangements are communicated to the workforce. *(Organisations with fewer than 5 employees, please see Note 2 to this Table)* | [ ]  Yes[ ]  No |
| 5.5.4 | Do you have access to competent H&S advice / assistance? | You will be expected to demonstrate and provide evidence on request of how your organisation obtains access to competent H&S advice.***NOTE*** *Access to competent in-house advice, in whole or part, is preferred.* | [ ]  Yes[ ]  No |
| 5.5.5 | Do you have a policy and process for providing your staff/ workforce with training and information appropriate to the types of activity that your organisation is likely to undertake? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, training arrangements to ensure that its staff/ workforce has sufficient skills and understanding to discharge their various duties. This should include refresher training (e.g. a CPD programme) that will keep the workforce updated on good H&S practice applicable throughout the company. | [ ]  Yes[ ]  No |
| 5.5.6 | Do your employees have H&S or other relevant qualifications and experience sufficient to implement your H&S policy to a standard appropriate to the activity that your organisation is likely to undertake. | You will be expected to demonstrate and provide evidence on request, that your staff/ workforce possesses suitable qualifications and experience for the tasks assigned to them, unless there are specific situations where they need to work under controlled and competent supervision e.g. trainees. | [ ]  Yes[ ]  No |
| 5.5.7 | Do you check, review and where necessary improve your H&S performance? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements, an ongoing system for monitoring H&S procedures on an ongoing basis and for periodically reviewing and updating that system as necessary. | [ ]  Yes[ ]  No |
| 5.5.8 | Do you have procedures in place to involve your staff/ workforce in the planning and implementation of H&S measures? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements a means of consulting with its staff/ workforce on H&S matters and show how staff/ workforce comments, including complaints are taken into account. | [ ]  Yes[ ]  No |
| 5.5.9 | Do you routinely record and review accidents/ incidents and undertake follow-up action? | You will be expected to provide access on request to records of accident rates and frequency for all RIDDOR reportable events for at least the last three years. Demonstrate that your organisation has in place a system for reviewing significant incidents, and recording action taken as a result including action taken in response to any enforcement. | [ ]  Yes[ ]  No |
| 5.5.10 | Do you have arrangements for ensuring that your suppliers apply H&S measures to a standard appropriate to the activity for which they are being engaged? | You will be expected to demonstrate and provide evidence on request that your organisation has and implements, arrangements for ensuring that H&S performance throughout the whole of your organisation’s supply chain is appropriate to the work likely to be undertaken. | [ ]  Yes[ ]  No |
| 5.5.11 | Do you operate a process of risk assessment capable of supporting safe methods of work and reliable project delivery where necessary? | You will be expected to demonstrate and provide evidence on request that your organisation has in place and implements procedures for carrying out relevant risk assessments and for developing and implementing safe systems of work (‘method statements’). You should be able to provide indicative examples. The identification and control of any significant occupational health (not just safety) issues should be prominent. *(Organisations with fewer than 5 employees, See Note 2 to this Table)****NOTE*** *Risk assessments should focus on the needs of the particular job and should be proportionate to the risks arising from the work to be undertaken.*  | [ ]  Yes[ ]  No |

5.6 Module 4 - Equality and Diversity

NOTE TO TENDERER: this section will be evaluated on a ‘Pass/Fail’ basis. For questions 5.6.1 and 5.6.2 answers of ‘No’ constitute a ‘Pass’, and any answers of ‘Yes’ constitute a ‘Fail’ unless evidence can be provided of appropriate and proportional self-cleaning in question 5.6.3.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

For organisations working outside of the UK please refer to equivalent legislation in the country that you are located.

|  |  |  |
| --- | --- | --- |
| 5.6.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | [ ]  Yes[ ]  No |
| 5.6.2 | In the last three years, has your organisation 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 or alleged unlawful discrimination?  | [ ]  Yes[ ]  No |
| 5.6.3 | If you have answered “yes” to either 5.6.1 or 5.6.2, please provide below, a summary of the nature of the investigation and an explanation of the outcome of the investigation to date.You are also required to explain what action (if any) you have taken to prevent unlawful discrimination from reoccurring.You may be excluded if you are unable to demonstrate to the Council’s satisfaction that appropriate remedial action has been taken to prevent similar unlawful discrimination reoccurring.  |
|  |

5.7 Module 5 – Grounds for Exclusion

NOTE TO TENDERER: Both Module 5A and 5B must be completed and will be evaluated as a whole on a Pass or Fail basis. The section will be marked as a ‘Fail’ if “Yes” is answered to any element of question 5.7.1, 5.7.2 or 5.7.4 and satisfactory evidence of self-cleaning is not detailed in your response to either question 5.7.3 or 5.7.5.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

If the Council becomes aware of an exclusion at a later date, following contract award, your contract may be terminated.

**‘Self-cleaning’**

Questions 5.7.3 and 5.7.5 offer Tenderers an opportunity to provide sufficient evidence of self-cleaning. Evidence provided must give a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Council in each case.

If such evidence is considered by the Council (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Tenderer shall, as a minimum, prove that it has;

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

The measures taken by the Tenderer shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Council to be insufficient, the Tenderer shall be given a statement of the reasons for that decision.

**Taking Account of Bidders’ Past Performance**

In accordance with 5.7.4(g), the Council may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Council may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this ITT. The Council may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Council may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

Module 5A: Grounds for mandatory exclusion

|  |  |  |
| --- | --- | --- |
| **5.7.1** | Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences? | Please indicate your answer by marking ‘X’ in the relevant box. |
| Yes | No |
|  | 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 European Council Framework Decision 2008/841/JHA on the fight against organised crime; |  |  |
|  | 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; |  |  |
|  | 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: |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii)fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
|  | any offence listed— |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
|  | any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f); |  |  |
|  | 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; |  |  |
|  | 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; or |  |  |
|  | any other offence within the meaning of Article 57(1) of the Public Contracts Directive— |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **5.7.2** | Non-payment of taxesHas it been established 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?If you have answered Yes to this question, please use the box below to provide further details. In this box please confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |
|  |
| **5.7.3** | If you have answered “Yes” to any part of 5.7.1 or 5.7.2 please demonstrate clearly, with the use of evidence as required that the organisation has conducted sufficient self-cleaning in accordance with Regulation 57(13-17) of the Regulations. |
|   |

Module 5B: Grounds for discretionary exclusion

NOTE TO TENDERER: This section must be completed and will be evaluated as a whole on a Pass or Fail basis. This section may be marked as a ‘Fail’ if “Yes” is answered to any element of question 5.7.4 and satisfactory evidence of self-cleaning is not detailed in your response to question 5.7.5.

The Lead Organisation and the Relevant Organisations must answer all questions in this section.

If the Council becomes aware of an exclusion at a later date, following contract award, your contract may be terminated.

|  |  |  |
| --- | --- | --- |
| **5.7.4**  | **Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| **(a)** | your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 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 Public Contracts Directive as amended from time to time; |  |  |
| **(b)** | your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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; |  |  |
| **(c)** | your organisation is guilty of grave professional misconduct, which renders its integrity questionable; |  |  |
| **(d)** | your organisation has entered into agreements with other economic operators aimed at distorting competition; |  |  |
| **(e)** | your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures; |  |  |
| **(f)** | the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures; |  |  |
| **(g)** | your organisation has 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; |  |  |
| **(h)** | your organisation has been 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; |  |  |
| **(i)** | Your organisation has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; |  |  |
| **(j)** | your organisation has undertaken to unduly influence the decision-making process of the Council; |  |  |
| **(k)** | obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; |  |  |
| **(l)** | your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |
| **5.7.5** | If you have answered “Yes” to any part of 5.7.4 please demonstrate clearly, with the use of evidence as required that the organisation has conducted sufficient self-cleaning in accordance with Regulation 57(13-17) of the Regulations. |
|   |

5.8 Module 6 – Safeguarding staff and vulnerable people

NOTE TO TENDERER; only the Lead Organisation is required to complete this section.

|  |  |  |
| --- | --- | --- |
| **5.8.1** | Please confirm your organisation has a Safeguarding Policy that complies with the Council’s policy and provides an equivalent level of protection as that policy. A copy of the Council’s policy can be found by following the link below:  | [ ]  Yes[ ]  No |
| **5.8.2** | If the answer to 5.8.1 is ‘No’, confirm you will make such amendments to your policy to ensure compliance with the Council’s.  | [ ]  Yes[ ]  No |

5.9 Module 7 – Insurances

NOTE TO APPLICANT: only the Lead Organisation is required to answer this section. If successful at the end of this tender process then evidence of the declared insurance will need to be provided prior to contract award.

|  |  |  |
| --- | --- | --- |
| **5.9.1** | 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.If the policy held is in the aggregate, the remaining cover must exceed the minimum requirements shown.Employer’s (Compulsory) Liability Insurance = £10M Public Liability Insurance = £10MProfessional Indemnity Insurance = £5M | [ ]  Yes[ ]  No |

5.10 Module 8 – Registration under the Data Protection Act 1998

|  |  |  |
| --- | --- | --- |
| **5.10.1** | Is your organisation registered with the ICO under the Data Protection Act 1998? If yes, please provide Registration Number. | Yes / NoReg No: |

5.11 Module 9 – Ability and References – Info Only

Not Applicable to this Tender

**SCORED MODULES**

5.12 Module 10 - Project Specific Questions

The Project Specific Questions applicable to each Lot can be found attached in the respective Appendices, as listed below:

LCIC Appendix A – Lot 1 Leaving Care Project Specific Questions

LCIC Appendix B – Lot 2 Advocacy Project Specific Questions

LCIC Appendix C – Lot 3 Engagement and Participation Project Specific Questions

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**PART C TENDER RETURN**

|  |
| --- |
| **Part C – Tender Return** |
|  |
| In Care and Leaving Care Services for Children and Young People |
| 2015.42F |
| Submitted By |  |
| Single Contact Point Name |  |
| Single Contact Point Email |  |
| Single Contact Point Tel. |  |
| Single Contact Point Address |  |
| Date |  |

# PART C - TENDER RETURN

Section 6 - Tender Completion Documentation

6.1 Tender Compliance Instructions

Refer to Section 4 Instruction/Guidance for Tender Return.

6.2 Tenderer Details

Tenderers shall identify whether and which subcontracting or consortium arrangements apply in the case of their Tender and precisely which entity they propose to be the Contractor.

|  |
| --- |
| Tenderer Details |
| Information required | Tender response |
| Registered name of the company with which it is proposed that the Council enters into the Contract if the Tenderer is successful |  |
| Single Contact Point name for all enquiries related to your Tender |  |
| Company position of contact |  |
| E-mail address of contact |  |
| Landline telephone number of contact |  |
| Mobile telephone number of contact |  |

6.3 Tender Stage

Tenderers are reminded that this tender is conducted under the Open Procedure, and Part C (this section) therefore assesses the ability of the Tenderer to deliver against the requirements of the contract.

6.4 Quality Assessment

The quality assessment will be evaluated against the Tenderers responses to the specification.

Please find attached at Appendices G, H and I the respective Quality Assessments for Lots 1, 2 and 3. Tenderer’s should complete the attached Quality Assessment for each Lot being applied for.

6.5 Specification

Unless otherwise stated all elements of the Specification are to be considered mandatory requirements and failure to meet these requirements may result in your exclusion from the tender process.

Please find attached at Appendices D, E and F the respective Specifications for Lots 1, 2 and 3.

6.6 Commercial Documentation

Tenderers are required to complete and return the Pricing Document attached. Tenderers should complete all tabs coloured **YELLOW** for the respective Lot(s) being applied for and the **YELLOW** tab titled “Overhead reductions”.

6.7 Terms and Conditions

The Terms and Conditions applicable to this contract are attached at Appendix J.

6.8 Performance Indicators

The Performance Indicators that are applicable to each Lot are detailed in the attached respective Specification Appendices (D, E and F).

Schedule 1 - Commercially Sensitive Information

The Council may be obliged to disclose information in or relating to this Tender following a request for information under the Freedom of Information Act (FOIA) or Environmental Information Regulations (EIR). Please outline in the table below items which you consider are confidential and genuinely commercially sensitive and which should not be disclosed in respect of your Tender.

The tenderer is required to identify information considered to be designated as Commercially Sensitive:

|  |
| --- |
| Commercially Sensitive Information |
| Information/ Document | Reference/ Page no | Reasons for Non-Disclosure (cite exemption(s) to be considered) | Duration of confidentiality |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

Notwithstanding the above, we acknowledge that the Council may still be obliged to disclose the Commercially Sensitive Information listed in this Schedule in accordance with the ITT and Contract pursuant to a request under the FOIA or EIR. Without prejudice to the Council’s obligation to disclose information in accordance with the FOIA or EIR the Council shall, acting reasonably, at its absolute discretion and notwithstanding any other provision in this ITT or the Contract or otherwise seek to apply the commercial interests exemption to the information/documents listed in this Schedule .

This schedule will be kept with the Tender for consideration should a request for information under the FOIA or EIR be received. This document will be destroyed in line with the retention and destruction policy of the Council.

Schedule 2 - Safeguarding

TO BE SIGNED AND RETURNED as part of the ITT submission.

**Introduction**

Contractors shall ensure they have robust and well-managed safeguarding arrangements in place. The safeguarding arrangements must be compliant with the current and in-force regulations and legislation. It is the Contractor’s responsibility to ensure all staff and volunteers employed, engaged or working under the directions of the Contractor (the “Employees”) are safely recruited, trained and managed to ensure compliance with the above mentioned requirements.

**Child Protection/Safeguarding Adults Policies**

Contractors shall have a Safeguarding Policy in place with detailed procedures, covering the protection / safeguarding of both children and adults, for:

* Safer recruitment
* Training, including induction
* Supervision and Safeguarding Procedure
* Management of allegations
* Whistle-blowing

The Contractor shall ensure that all Employees have read and understood the policies that are in place.

The Contractor shall keep a register of all Employees, and against each Employee the Contractor shall record the policies which the Employee has been given copies of, and the date such policies were provided to the Employee. The Contractor shall also ensure the Employee signs and dates the register to attest the fact that they have read and understood such policies.

**Safer Recruitment**

Safer recruitment is an important part of making sure someone is suitable for the role they are undertaking.

Contractors shall ensure all the relevant safeguarding, recruitment and barring checks have been undertaken for all Employees and keep appropriate training records on a centralised register.

These checks shall, without limitation, for all Employees include:

* Application forms
* Checking self-declaration forms for relevancy to role
* Face-to-face interviews
* Undertaking qualifications checks and ID checks
* Checking references before confirming appointment
* A probationary and supervision period for new staff
* Observation and peer feedback
* Conducting personal development reviews
* Monitoring conduct in the role
* Conducting in-role risk assessments

For all positions that come within the definition of Regulated Activity (summary found in Schedule 2.2) as currently set out within the Safeguarding Vulnerable Groups Act 2006 (and as amended by the Protection of Freedoms Act 2012), the Contractor shall be required to carry out an Enhanced Disclosure and Barring Service Check either, depending on the specific facts, with or without a check of the barred lists.

The Disclosure and Barring Service (formerly the CRB) provides clear guidelines relating to posts that meet the definition of Regulated Activity and that are eligible for an Enhanced Disclosure.

Unless specifically permitted under the terms of the Contractor’s employment, the Contractor shall not be entitled to any additional payment from the Employer for carrying out the additional checks.

The Contractor shall carry out checks to a commensurate standard to the ones required for all UK nationals for Employees who are not UK nationals. In circumstances where the Contractor is prevented, for reasons outside of their control, from obtaining commensurate checks, then the Contractor shall inform the Employer and carry out such checks as the Employer may reasonably require.

Information, advice and guidance relating to criminal record checking; positive disclosures and suitability decisions; providing services prior to a Supplier receiving a disclosure and any legislative changes as a result of the Protection of Freedoms Act (2012) can be obtained from the HR Safeguarding Team on 01872 324130 or email hrsafeguardingteam@cornwall.gov.uk.

In addition, Contractors are required to liaise with and comply with any on-site policies that are in place. Where such policies conflict with the requirements set out within this document, the Contractor shall notify the Employer. The Employer shall inform the Contractor, in writing, which policy takes precedence. The Contractor shall not be entitled to any additional payment from the Employer for compliance with the on-site policies.

**Training**

As a minimum, training should always include an explanation of the organisation’s safeguarding policies, including the context and implementation; this will usually be carried out during staff induction and will be supported by regular refresher sessions. Training for all staff and volunteers should cover:

* Being aware of the importance, and their responsibility in appropriately sharing their concern, where they are worried that a child, young person or vulnerable adult may be suffering, or at risk of, abuse;
* Being aware of how to report any concerns about the behaviour of a colleague/ member of staff;
* Understanding and being able to implement safe working practices for individual workers;
* Knowing who in the organisation has safeguarding lead responsibility.

Contractors are required to ensure all personnel have undertaken appropriate and up–to-date training, including, where required, to comply with all relevant legislation.

**Supervision and Safeguarding Procedure**

When working on the delivery of this contract, the Contractor shall comply with all current and in-force statutory guidance for their sector, and any site-specific policies that are in place. The Contractor shall also comply with the Code of Conduct shown in Schedule 2.1 for all on-site works.

**Management of Allegations**

Contractors working in environments where children may be present must comply with the South West Safeguarding and Child Protection Procedures ‘managing allegations’ procedures, ([www.swcpp.org.uk](http://www.online-procedures.co.uk/swcpp/)). Additionally, Managers involved in the delivery of the contract must be made aware of the [MARU service](http://www.cornwall.gov.uk/idoc.ashx?docid=6f051472-2160-4436-9e5b-2feee2b504b9&version=-1) and the [Multi Agency Advice Team](http://www.cornwall.gov.uk/idoc.ashx?docid=13f38f93-380a-4240-9681-9401c05ff2c3&version=-1) and the Contractor shall keep a centralised register evidencing this fact. Information on these can be found at <http://www.cornwall.gov.uk/health-and-social-care/children-and-family-care/children-schools-and-families-leaflets/>.

Contractors must have a clear procedure in place for handling concerns/allegations of abuse or neglect which is consistent with the multi-agency safeguarding adults policy and the Safeguarding Adults Alerter's Guide, ‘No to Abuse’ (<http://www.cornwall.gov.uk/health-and-social-care/safeguarding-adults/>).

Responsibility for compliance rests with the contracted organisation which should have a named senior manager, identified in the Safeguarding Policy, to whom all allegations should be initially referred.

**Whistle Blowing**

Safeguarding concerns about colleagues or managers may be difficult for staff to raise because of potential repercussions. External commissioned services shall have their own internal whistle blowing procedures in line with the Council’s own, and their staff should be aware of these procedures.

**Monitoring Arrangements**

* The Commissioning Body may monitor the safeguarding arrangements of Contractors should it be felt necessary
* All Contractors’ policies shall be regularly reviewed and updated to ensure they capture the most recent and in-force guidance, compliance and legislative requirements
* Further safeguarding checks may be undertaken and information requested from the Supplier as the Commissioning Body deems appropriate
* The Contractor shall forward any statutory safeguarding report[s] to the Commissioning Body within 48 hours of such a report being created and/or received by the Contractor.

**Subcontracting Arrangements**

Those directly employed or engaged by the contractor, including sub-contractors, shall comply with the above requirements. It is the Contractor’s responsibility to ensure that all subcontractors have in place an equivalent and comparable safeguarding policy and procedure as detailed above or that the subcontractor adopts the policy and procedure of the primary contractor for the duration of their work on this contract.

This letter will be held as part of the safeguarding arrangements for the Council, in order to fulfil its duties to safeguard and protect children and vulnerable adults. This agreement will be renewed on an annual basis to ensure that it remains current and up-to-date.

|  |
| --- |
| On behalf of the organisation stated below, I hereby agree to comply with contents of this document and to complete all the required checks in respect of all workers deployed to work under this agreement and that I will provide Cornwall Council with the information required. |
| Name of organisation  |  |
| Name |  |
| Position held |  |
| Signature |  |
| Date |  |

Schedule 2.1 - Code of Conduct for Contractors

Please help us to ensure the safety of our service users by ensuring that all personnel working on the project comply with the code of conduct and sign in and out each day in the notebook/work log provided.

It is the responsibility of all adults to safeguard and promote the welfare of children and vulnerable adults. The contractor is asked to ensure that any person directly employed by them or through a sub-contractor agrees to comply with the following:

* Work safely and take responsibility for own actions and behaviour. Avoid any contact which would lead any reasonable person to question your motivation and intentions
* Avoid contact with children/vulnerable adults, NEVER give your personal contact details to children or young people, including your mobile phone number. Contact via social network sites is also unacceptable
* Work, and be seen to work, in an open and transparent way
* Never be in contact with children without supervision unless you have the appropriate pre-employment checks in place
* Keep staff informed of where you are and what you are doing
* Do not use profane or inappropriate language
* Dress appropriately, i.e. dress in a way that:
	+ Is unlikely to be viewed as offensive, revealing or sexually provocative
	+ Does not distract, cause embarrassment or give rise to misunderstanding
	+ Is absent of any political or contentious slogans
	+ Is not considered to be discriminatory and is culturally sensitive

REMEMBER: Your actions, however well intended, could be misinterpreted. Be mindful of the need to avoid placing yourself in vulnerable situations.

**Identification**

A suitable means of identification should be provided by all contractors/sub contractors and be agreed and produced for checking by the site administrator in advance of any works taking place.

|  |
| --- |
| I / We agree to abide by the Code of Conduct in relation to Safeguarding Children and Vulnerable Adults. |
| Signed by contractor: |  |
| Date |  |

Schedule 2.2 - Definition of Regulated Activity as of September 2012

Regulated activity excludes any family arrangements and personal, non-commercial arrangements.

|  |
| --- |
| Children |
| Regulated activity relating to children comprises in summary:Unsupervised activities: teach, train, instruct, care for or supervise children, or provide advice/guidance on well-being, or drive a vehicle only for childrenWork for a limited range of establishments (‘specified places’) with opportunity for contact, e.g. schools, children’s homes, childcare premises. Not work by supervised volunteers.Work under the above is regulated activity only if done:By the same person Frequently(once a week or more often); or on 4 or more days in a 30-day period; or overnight) Relevant personal care, e.g. washing or dressing or health care by or supervised by a professionalRegistered childminding and foster-carers |

|  |
| --- |
| Adults |
| Regulated activity relating to adults - the focus is on the activities required by the adult, not on the setting, frequency, personal characteristics or circumstances of the adult requiring the activities: The following people (or anyone providing day to day management or supervision of those people) fall within the new definition:Any health care professional (or anyone under supervision of a health care professional) providing health care to an adult.Anyone providing personal care because of an adult’s age, illness or disability, relating to eating, drinking, going to the toilet, washing, bathing, getting dressed, care for mouth, skin, hair or nails. A social care worker providing social work in connection with any health care or social services to an adult.Anyone providing assistance with cash, bills, and/or shopping to an adult because of their age, illness or disability.Anyone providing assistance in the conduct of a person’s own affairs.Anyone conveying or who transports an adult because of their age, illness, disability to receive health, personal or social care. This will not include family and friends or taxi drivers. |

For more information, please contact the HR Safeguarding Team on (01872) 324130 or hrsafeguardingteam@cornwall.gov.uk.

Section 7 - Form of Tender and Declarations

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he/she must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he/she should sign and give his/her name in full together with the name under which he/she is trading.

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| We, the undersigned, having examined the ITT and Schedules, do hereby Tender and undertake to provide the Services in accordance with this ITT, Contract and attached documentation (Response to Quality Assessment Specification and Response to Commercial Document) in their entirety, conformity and without qualification, to the Council, for the whole of the period specified in this ITT. We hereby certify that:We fully accept the terms and conditions as contained in the [Contract / Framework Agreement] and associated documentation within this ITT.This is a bona fide Tender intended to be competitive.We confirm compliance with the requirements of Module 5 – Mandatory ExclusionsWe confirm that we will provide evidence to the Council on request prior to the award of any contract in accordance with Section 5.5.The amounts set out in our Tender have not been calculated by agreement or arrangement with any person other than the Council and we have not fixed or adjusted the amount of the Tender by, or under, or in accordance with, any agreement or arrangement with any other person.We have not done and we undertake that we will not do at any time before the hour and date specified for the return of this Tender any of the following acts:Communicated to any person, other than that person calling for these Tenders, or adjusted in accordance with any agreement or arrangement with any other person, until after the closing date for the submission of Tenders, and in any event not without the consent of the Council, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender.We have not and will not enter into any agreement or arrangement with any other person so that he shall refrain from Tendering.We have not, and will not, offer or pay, or give, or agree to pay, or give any sum of money or valuable consideration, directly or indirectly, to any person for doing, or having done, or causing, or having caused to be done in relation to any other Tender, or proposed Tender, for the said work any act, or thing of the sort described above.The insertion by us of any conditions qualifying this Tender, or any unauthorised alteration to any of the Tender documents shall not affect the Contract and may cause the Tender to be rejected.This Tender shall remain open to be accepted or not by the Council and shall not be withdrawn for a period of 120 days from the Return Date for the receipt of Tenders.We accept that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this Tender in writing by the Council or such parts as may be specified, together with the documents attached hereto shall comprise a binding contract between us and the Council.We have read and understood the Contract and state that, if appointed, we fully accept and agree to be bound by the terms and conditions of the Council’s Contract for In Care and Leaving Care Services for Children and Young People.We agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in this ITT.To the best of my /our knowledge and belief, no person or persons who is a Councillor, officer, servant or agent of the Council has any direct or indirect interest in or connection with the Tenderer.We have not, and will not, canvass or solicit any Member, officer or employee or agent of the Council in connection with the preparation, submission, evaluation and award of this Tender or award or proposed award of the Contract and that to the best of my knowledge and belief, no person employed by us or acting on our behalf has done or will do such an act.We further undertake and it shall be a condition of the Contract, that:We agree not at any time to divulge or allow to be divulged to any person any information, confidential or otherwise, relating to information passed to me regarding this procurement.We understand you are not bound to accept the lowest Tender or any of the Tenders you may receive and you will not pay any expenses incurred by us in connection with the preparation and submission of this Tender.We acknowledge that in the event the procurement process is terminated or amended by the Council then we will not be eligible for any bid costs, expenditure work or effort incurred. We agree that the Council may disclose the Contractor's information/documentation (submitted to the Council during this Procurement) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposesIn this declaration the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.If this offer is accepted, we will execute such documents in the form of the Contract within 14 days of being called on to do so.We warrant that we have all requisite authority to sign this Tender and confirm that I have complied with all the requirements of the ITT. |
| Signature |  |
| Name  |  |
| Status |  |
| Duly authorised to sign Tenders and give such certificates for and on behalf of; Name of company, partners or consortiumAddress of company, partners or consortium |  |

Documents Forming the Contract

The following documents shall form part of the Contract between the Council and the Contractor(s) if successfully awarded:

* The Contract and the following Schedules
* Tenderers tender bid response to the Specification and Commercial Document
* Section 7 – Form of Tender and Declarations
* [Schedule 1 - Commercially Sensitive Information](https://www.ashfordsonline.co.uk/documents/Capital%20Work%20Framework%20Agreement%20Tender%20Contract%20Documents/Schedule%204%20-%20Self%20Selection%20Pro-Forma/)
* Schedule 2 – Safeguarding
* Appendices (D/E/F) Specifications

APPENDICES

Appendix 1 – Defined Terms

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| For the purpose of this Invitation to Tender the following words and expressions shall have the meanings set out below. |

**“Award Sub-Criteria”**

Means: all the sub-criteria that makes up the Tender Award Criteria.

**“Clarifications Log”**

Means: the tabled log of all clarification questions as raised by tenderers and the responses from the Council.

**“Commencement Date”**

Means: the intended date for the commencement of the Contract set out in the Timetable of this ITT.

**“Commercials Document”**

Means: the schedule of prices required to be completed and returned by the Tenderer as part of its Tender in accordance with the requirements of this ITT and as further set out in Section 6.

**“Contact Officer”**

Means: the officer named as such in the Tender Information Table.

**“Contract”**

Means: the Contract for the provision of the Services, which the Council intends to enter into with the Tenderers providing the most economically advantageous tender and the terms and conditions of which are contained in Section 6 of this ITT.

**“Contractors”**

Means: for the purposes of this ITT means any successful Tenderers that are appointed to the Contract.

**“Contract Procedure Rules”**

Means: the contract procedure rules applicable to all procurement undertaken by the Council which are publicly available at: <http://www.cornwall.gov.uk/default.aspx?page=33243>

**“Council”**

Means: Cornwall Council, County Hall, Treyew Road, Truro, Cornwall TR1 3AY.

**“Form of Tender”**

Means: the form submitted by the Tenderer to the Council as part of the Tender titled Form of Tender and Declarations, a draft of which is contained at Section 7 to this ITT.

**“Guide Price”**

Means: the guide price for each/any lot as detailed in the Pricing Document attached to this ITT.

**“Guide Rate”**

Means: the Guide Rate(s) as included in the Pricing Document attached to this ITT.

**“ITT”**

Means: this invitation to tender document including all schedules and appendices.

**“OJEU”**

Means: the Official Journal of the European Union.

**“OJEU Notice/Contract Advertisement”**

Means: OJEU notice(s) as defined in the Public Contract Regulations 2015 (as amended) or other Contract advertisement as may apply for non OJEU projects.

**"Open Procedure"**

Means: the procedure as defined in the Public Contracts Regulations 2015 (as amended) Regulation 27

**“Organisation”**

Means: any person, company or authority permitted under the OJEU Notice wishing to procure Services under the terms of the Contract.

**“Pricing Document”**

Means: the Pricing Document attached to this ITT

**“Regulations”**

Means: The Public Contract Regulations 2015 (as amended).

**“Return Date”**

Means: the time and date for the receipt of Tenders set out in the Tender Information Table.

**"Schedules"**

Means: means supporting schedules detailing project and subsequent Contract commitments related to this Project.

**“Selection Stage”**

Means: the first stage of this tender evaluation at which the above, afore mentioned Supplier Selection Criteria is applied and used to select those Tenderers who will have their tender submissions evaluated further.

**“Services”**

Means: the provision of Services as set out in the Contract and Specification.

**“Single Contact Point”**

Means: the single point of contact within the Tenderers organisation which is the sole contact for all communications between the Council and the Tenderer in relation to this ITT/Tender.

**“Small or Medium Enterprise (SME)”**

Means: See EU definition of SME: <http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/>

**“Standstill”**

Means: the 10 or 15 day period between notice of intention to award and award, referred to in regulation 87 of the Public Contracts Regulations 2015 (as amended).

**“Supplier Selection Criteria”**

Means: the criteria used to select those Tenderers who will be considered for evaluation against the Tender Award Criteria.

**“Tender”**

Means: a Tenderers submission made in response to this ITT including the completed and signed Form of Tender, together with all completed schedules and information requested by the Council.

**“Tender Award Criteria”**

Means: the evaluation criteria that will be applied to all tender’s progressing past the Selection Stage and as identified in Section 4.6.

**“Tender Documents”**

Means: all documents contained in this ITT including its appendices and schedules.

**“Tender Evaluation Methodology”**

Means: the evaluation methodology and approach to be used by the Council to evaluate the Tenders in accordance with the Tender Award Criteria set out in Section 4.4.

**“Tenderer(s)”**

Means: Tenderer(s) who has been invited by the Council to submit a Tender.

**“Variant”**

Means: means “Variant” as defined in regulation 45 of the Public Contracts Regulations 2015 (as amended);

Appendix 2 - Form of Parent Company Guarantee

Not Applicable to this Tender

Appendix 3 - Form of Novation and Assignment (Optional)

Not Applicable to this Tender

Appendix 4 - Property/Premises Leasing or Assignment (Optional)

Not Applicable to this Tender

Appendix 5 - Tender Compliance Checklist

Tenderers must ensure **ALL** the items below are completed and returned. Failure to include any of the items by the Return Date may render the Tender non-compliant.

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| Tender Compliance Checklist |
| Item | Form of Response | Status | Evaluation | Yes/No |
| PART B |
| Pass/fail supplier Selection criteria modules | Refer to Section 5 of this ITT | Mandatory | Pass/Fail |  |
| Scored supplier Selection criteria modules | Refer to Section 5 of this ITT | Mandatory | Scored |  |
| PART C |
| Technical and quality response | Refer to Section 6 of this ITT | Mandatory | Scored |  |
| Commercial Documentation response | Refer to Section 6 of this ITT | Mandatory | Scored |  |
| Commercially Sensitive Information Checklist | Schedule 1 | Optional | None |  |
| Safeguarding | Schedule 2 | Mandatory | Pass/Fail |  |
| Form of Tender and Declarations | Refer to Section 7 of this ITT | Mandatory | Pass/Fail |  |

TENDER RETURN LABEL

This Tender Return Label should be attached to your envelope as instructed in the Tender Information Table. Tenders returned without this Label may be returned unopened.

# TENDER SUBMISSION

Return Date: 15/01/2016

Return Time: 15:00 (3.00 pm)

**For Council Use only**

**Received by:**

**Date/Time:**

**FAO Ashley Sinfield**

**Commercial Services Team**

**Cornwall Council**

**New County Hall**

**(Main Reception)**

**Treyew Road**

**Truro**

**TR1 3AY**

**In Care and Leaving Care Services for Children and Young People**

If you would like this information
in another format please contact:

**Cornwall Council
County Hall
Treyew Road
Truro TR1 3AY**

Telephone: **0300 1234 100**

Email: **enquiries@cornwall.gov.uk**

**www.cornwall.gov.uk**