**Invitation to tender:**

 **The evaluation of Homeshare Pilots (HSP)**

**Reference:** HSPEVAL/15/01/BIG001-0603

**SCIE, May 2015**

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# Introduction

The Social Care Institute for Excellence ([SCIE](http://www.scie.org.uk/)) is inviting contractors[[1]](#footnote-1) to respond to the following invitation to tender (ITT). SCIE are pleased to invite contractors to provide proposals for the evaluation of a two-year pilot of Homeshare programme, which is focused on testing and finding out what works to make the Homeshare model of care and accommodation an economically viable business.

The remainder of this ITT presents in:

* Section 2, ITT conditions.
* Section 3, process and indicative timetable for ITT responses.
* Section 4, background and context for the evaluation.
* Section 5, evaluation contract specification and requirements.
* Section 6, award criteria.
* Appendix A - Declarations:
* Part I: Transparency Requirements.
* Part II Parent Company Guarantee (where appropriate).
* Part III: Mandatory Exclusion Criteria Declaration.
* Part IV: Discretionary Exclusion Criteria Declaration.
* Appendix B - SCIE terms and conditions.

Please do read the ITT carefully, it is very important that you understand and comply with the requirements detailed herein. Failure to do so will mean that your response will not be considered.

Please note that all ITT responses will be shared with the pilot funders, namely representatives from the Lloyds Bank Foundation and the Big Lottery Fund. Representatives from these organisations may contribute to the evaluation of submitted tender responses.

Thank you for your interest in this work.

# Conditions for tendering

In submitting a Response to this ITT it will be implied that you accept all the provisions of this ITT including these conditions.

SCIE reserves the right to issue or publish the response to any clarification (see Section 3) request made by you to all Tendering Organisations unless you expressly require it to be kept confidential at the time the request is made and SCIE considers the question and response to be commercially sensitive. If the SCIE considers the contents of the request not to be confidential, it will inform you and you will have the opportunity to withdraw the request.

The information contained in this ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but the SCIE will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of SCIE.

By issuing this ITT, SCIE is not bound in any way to enter into any contractual or other arrangement with you or any other party.

It is intended that the remainder of this procurement will take place in accordance with the provisions of this ITT but the SCIE reserves the right to terminate, amend or vary the procurement process by notice to all tendering organisations in writing. SCIE will accept no liability for any losses caused to you as a result of this.

You will not be entitled to claim from SCIE any cost or expenses that you may incur in preparing your ITT response irrespective of whether or not your tender is successful.

There must be no publicity by you regarding the HSP evaluation and or pilot or the future award of any contract unless the SCIE has given express written consent to the relevant communication.

The Freedom of Information Act (FOIA) applies to[**SCIE**](http://www.scie.org.uk/about/freedom-of-information.asp). You should therefore be aware of the obligations and responsibilities under the FOIA to disclose, on written request, recorded information held by SCIE. Information provided by you in connection with this procurement exercise, or with any subsequent contract that may be awarded as a result of this exercise, may therefore have to be disclosed in response to such a request, unless it can be determined that one of the statutory exemptions under the FOIA applies. Therefore, if you wish to designate information supplied as part of an ITT response as confidential, you must provide clear and specific detail as to the precise elements which are confidential.

Any attempt by you or your appointed advisers to inappropriately influence the contract award process in any way will result in your ITT response being disqualified. Any direct or indirect canvassing by you or your appointed advisers in relation to this procurement or any attempt to obtain information from any of the employees or agents of SCIE concerning another tendering organisation may result in disqualification at the discretion of SCIE.

SCIE reserves the right to disqualify you if you do not submit your ITT response in a manner consistent with the provisions set out in this ITT.

Where a group of companies are bidding jointly, they will need to have in place a robust partnership agreement outlining the individual roles and responsibilities of each in relation to the delivery of the services. SCIE will need to see a copy of this agreement as part of the tender process. When such consortium tenders are submitted, a lead bidder needs to be clearly identified as it will be with them that a contract will be held and they will be the contractor and ultimately be accountable for its overall delivery. It is your responsibility to ensure that any consortium member, sub-contractor and adviser abides by these Conditions of Tender.

By submitting a tender, you agree that your tender response must remain valid for acceptance for a minimum of **90 days** from the date it is submitted.

Your attention is drawn to SCIE’s conditions of contract at Appendix B, which will apply to any Contract. You should use the form in Appendix B to confirm your agreement to these terms and conditions (see Appendix B, part 21.1 page 43).

# ITT process

## 3.1 Enquiries, questions and clarifications

Enquiries about this ITT can be made up to 8 June 2015. After which, and until selection is complete, no further communication will be permitted, other than that initiated by SCIE. Bidders should note that SCIE are moving to new premises on May 26th. Therefore, should you have any questions or wish to seek clarification, please contact **David Teeman** by writing to David at**Social Care Institute for Excellence** by email at **david.teeman@scie.org.uk** or by telephone on **07768 315 570** (mobile). In any event, you should also be mindful of the references to canvassing and influencing the tender process in Section 2, as well as the rules related to sharing responses to questions raised by bidders.

## 3.2 Instructions for the return of ITT responses

You must submit an electronic copy of your tender response in a zip folder to David Teeman at **david.teeman@scie.org.uk** quoting reference **HSPEVAL/15/01/BIG001-0603** no later than **5pm on 3 July 2015**.

Tenders received after that time will not be considered and it is your responsibility to ensure the tender is submitted in a zip file and that we have received it. If you do not submit the information in this way it may be too large for our email inbox and we will not receive it.

You should ensure that:

* All questions in Section 6 Award Criteria are responded in a manner set out in this ITT.
* an authorised member of your staff signs off your costs (see content requirements Section 5.8)
* you submitted all declarations as set out in Appendix A
* with your ITT, you return the signed form accepting SCIE’s terms and conditions (see Appendix B).

## 3.3 Procurement process

The indicative timetable for the procurement is as follows:

* Despatch OJEU Notice and publication of Invitation to Tender on Contracts Finder – 29 May 2015.
* Closing Date for Questions – 5pm on 26 June 2015.
* Tender return deadline – 5pm on 3 July 2015.
* Initial evaluation of tender responses and meeting to allocate initial scores - week commencing 6 July 2015.
* Clarification meetings involving a brief presentation from bidders (following the meeting, SCIE will moderate scores (if necessary) and identify the preferred bidder) – week commencing 13 July 2015.
* Issue of the award letters to all bidders with outcomes - week commencing 13 July 2015.
* Contract work commencement date – week commencing 27 July 2015.

# Background and context

## 4.1 Origins of the Homeshare pilot (HSP)

The Homeshare programme is an initiative which brings together older people and others, who need support to stay in their homes, with predominantly younger people by providing them with an affordable place to live in return for companionship and low level practical support.

[Lloyds Bank Foundation](http://www.lloydsbankfoundation.org.uk/) has launched an investment of £1m to establish a new partnership programme that seeks to demonstrate that Homeshare can be an effective, achievable and economical way of meeting housing and support needs and to pave the way for rolling it out in more communities in the UK. Lloyds Bank Foundation are developing this initiative with the [Big Lottery Fund](https://www.biglotteryfund.org.uk/) who have also allocated £1m to support the pilot phase of the programme. The HSP will support a number of Homeshare pilot developments and undertake testing and evaluation of the model to prove it is a sustainable and effective response to the twin challenges of high housing costs and an aging population.

Led by Lloyds Bank Foundation and the Big Lottery Fund, the HSP involves a unique range of partners including:

* [Age UK](http://www.ageuk.org.uk/), working with householders
* the [Foyer Federation](file:///C%3A%5CDocuments%20and%20Settings%5CJVasilye%5CLocal%20Settings%5CTemporary%20Internet%20Files%5CContent.Outlook%5CF2S4Z7B9%5Cfoyer.net%5C), working with homesharers
* [Shared Lives Plus](http://www.sharedlivesplus.org.uk/) who have produced a free best practice guide to establishing and running a good Homeshare scheme
* [Social Care Institute for Excellence](http://www.scie.org.uk) (SCIE), social care evaluation, policy and practice experts.

## 4.2 Explaining the Homeshare concept

### 4.2.1 Context for Homeshare

With a growing aging population in the UK, many older people need basic practical support to be able to live independently in their own homes, whilst also facing increasing loneliness and isolation. With housing costs at record levels, it has also become increasingly difficult for younger people to find affordable accommodation, particularly those in urban areas who are studying or trying to establish their careers. For instance evidence suggests that[[2]](#footnote-2):

* 78,000 and 80,000 young people experience homelessness in the UK in a year (Centrepoint/University of York study).
* The number of people aged 60 or over is expected to pass the 20 million mark by 2030.
* The proportion of people aged 65+ will rise from 17.7% currently to 23.5% in 2034.
* By 2086, about one in three people in the UK will be over 60.
* The number of people over 85 in the UK is predicted to double in the next 20 years and nearly treble in the next 30.
* The population over 75 is projected to double in the next 30 years.
* 3.8 million 65+ live alone. This is 36% of all people aged 65+.
* 42 per cent of older households aged 55 to 64 are single, and this proportion increases with age.259.
* Nearly 2.5 million people over 75 live alone; 1.8 million of these are women.
* 57 per cent of all older households (and 68 per cent of older home-owners) 'under-occupy', the official definition is at odds with older people's views and preferences.
* Around 775,000 older people (7% of those aged 65 and over) in the UK say they always or often feel lonely[[3]](#footnote-3).
* In 2010/11, £2.25 billion was spent on older people’s social care. This fell to £1.8 billion in 2013/14.
* The number of older people with unmet needs is estimated at 900,000 for England.

### 4.2.2 How Homeshare works

In a Homeshare scheme, ‘householders’, such as older people who have homes but need support to live independently, are matched with ‘homesharers’, that have a housing need but can also provide practical support, such as help with basic tasks around the house and garden, cooking, shopping and other errands. Homeshare does not include the provision of personal care but can allow people to stay in their own homes for longer whilst reducing loneliness and isolation through conversation and companionship.

Both parties participating in the scheme are given guidance and support throughout the arrangement to help deal with any concerns that may arise and to ensure the success of the match. In return, each pays a fee to cover the costs of the scheme operation and to allow for more people to be recruited and matches established.

### 4.2.3 Establishing a replicable model for Homeshare

The investment from Lloyds Bank Foundation and the Big Lottery Fund has established a national partnership programme and support a number of pilot Homeshare schemes throughout the next two years. The programme and the experience of these local schemes will ensure thorough testing, development and evaluation of the model to establish a replicable “blueprint” for setting up Homeshare schemes in new areas; with the intention of proving it is a sustainable and effective response to the twin policy challenges of helping an aging population stay in their homes for longer and younger people find accommodation at a time of record housing costs.

Led and funded by Lloyds Bank Foundation and the Big Lottery Fund, a range of national partners are developing and supporting the Homeshare programme. Age UK are leading on supporting the local schemes and on the overall relationships with ‘householders’; the Foyer Federation are supporting ‘homesharers’ given their expertise in helping young people to get back on their feet following homelessness and other situations; Shared Lives Plus are providing insight and expertise in supporting Homeshare schemes; Lloyds Banking Group are providing support on business development and marketing and the Social Care Institute for Excellence (SCIE) are leading on the evaluation of all aspects of the programme.

A free [guide](http://www.sharedlivesplus.org.uk/guides-for-homeshare?highlight=WyJob21lc2hhcmUiLCJndWlkZXMiLCJob21lc2hhcmUgZ3VpZGVzIl0=) has been developed and by Shared Lives Plus drawing from the experience and best practice of existing Homeshare schemes to explain how a scheme should be set up and operated.

## 4.3 HSP development, governance and delivery

The HSP partnership estimates that it is likely that up to **nine** HSP sites will be selected to receive pilot funding, across a two-year period ending in **June 2017**.Specifically, theHSP will be rolled out in two phases:

* Phase 1 begins with the selection and funding of two sites, funded by the Lloyds Foundation these will start receiving funds in June 2015.
* Phase 2 will involve the selection of the remaining seven sites, funded by the Big Lottery Fund sometime in the late summer early autumn of 2015.

Bidders should consider the implications of any profiling and baseline work having to closely follow the commencement of funding.

### 4.3.1 HSP development to date

Lloyds Bank Foundation commissioned SCIE to conduct a preparatory scoping study, prior to commencing the HSP pilot delivery and evaluation. The aims of the scoping study were to complete:

* A rapid evidence review to inform project HSP delivery planning, site selection and evaluation design and objectives (see presentation attached separately).
* An evaluation specification (included in this ITT).
* The selection and commissioning of independent evaluators (this ITT process).

To complete the scoping study phase of the HSP the Homeshare Partners require an evaluation of HSP and therefore SCIE is seeking to procure evaluation services for up to 9 HSP sites.

### 4.3.2 HSP governance and organisational responsibilities

It is important that bidders read this section and note the information provided to prepare their tender responses.

The HSP is overseen by a steering group led by Lloyds Bank Foundation and the Big Lottery Fund and with representatives from Age UK, Shared Lives Plus, Lloyds Bank PLC, Foyer Federation and SCIE. The steering group is the HSP’s decision-making body.

In terms of actually delivering the HSP, the bullets below summarise the HSP’s key components and where (or with whom) responsibility for each will lie for the:

* **Distribution of pilot site funding**. Pilot funds will be distributed to pilot sites by Lloyds Bank Foundation and by the Big Lottery Fund. Funds will be provided at agreed time points on the basis that sites comply with their respective notes of understanding (NOU).
* **Auditing of compliance to HSP NOU**. SCIE are responsible for auditing local authority (LA) compliance (evaluation contractors will not have a role in this regard).
* **Facilitation and support of HSP delivery**. Age UK are responsible for leading on supporting HSP sites to deliver their pilots; they will do this by:
* managing the overall Work Plan, including risk register, KPIs, budget and Gantt charts, and notifying the Partnership Board of delivery and programme risks
* providing direct support to sites including: on their delivery plans, collating of monitoring and spend information, identifying support needs, managing relationships with programme partners and engaging with local stakeholders
* facilitating knowledge transfer and information sharing between partners and individual Homeshare schemes
* identifying opportunities for older people’s voices to be heard and utilised, with the aim of enhancing the key aspects of delivering a Homeshare scheme, most notably the customer journey, policies and procedures as well as of informing relevant policy positioning statements.
* **Contract management of the independent evaluation of the HSP**. On behalf of Lloyds Bank Foundation and the Big Lottery Fund, SCIE run this tender process to appoint an independent evaluator of the HSP and will then manage and quality assure the independent evaluation of the HSP.

# Evaluation contract requirements

SCIE, the Lloyds Bank Foundation and the Big Lottery Fund wish to commission a contractor to conduct an independent rigorous evaluation of up to **nine** pilot sites of the HSP over a 24 month period (two HSP sites from the commencement of the work and the remaining seven from late summer/early autumn 2015) and this Section 5 provides you with evaluation requirements regarding:

* the available budget
* aims and objectives
* design and methodology
* management of delivery
* the structure and content for ITT responses

## 5.1 General tender response requirements

It is important for you to explain to what extent your proposals will address the aims, objectives and requirements described below and, where necessary, explain and describe any limits to what you consider as being reasonable and realistic in this regard.

You are **encouraged** to suggest designs/methods that you consider are best placed to meet the aims, objectives and requirements described.

We expect bidders to provide a fixed cost proposal for the evaluation of up to nine pilot sites ove 24 months period in accordance with our requirements set out in this Section 5, which we refer to as the **‘core proposal’**.

Your tender response shall demonstrate how it meets our requirements set out in this Section 5. Your tender response will be evaluated against the Award Criteria set out in Section 6.

**5.1.1 Welsh language requirements**

Note that a successful contractor will need to ensure that services provided through the evaluation contract are compliant with the Welsh Language Act and therefore all bidders are required to include all costs to ensure such compliance in the costings for the core proposal. We have requirements about certain outputs that are required to be made available in Welsh, (see Section 5.5). However, we also need bidders to list costs for further outputs that may be required in Welsh and these are listed in section 5.5).

## 5.2 Budget requirements

### 5.2.1 Budget requirements

#### Core proposal

The total costs for evaluation of up to nine pilot sites shall not exceed £ 157,000 **inclusive of VAT** for the two years of pilot (i.e. in the region of £ 70,000 to £78,500 per year **inclusive of VAT)**.

In your tender response you must state the unit cost per pilot site for core proposal.

#### Additional services and extension

Provided that extra budget is available the Homeshare partners may require to add more sites into the Homeshare Pilot, to extend the duration and scope of services and/or to add additional services related to Homeshare programme (such as comparative study/evaluation and etc). Rates and fees for such additional services shall be based on rates submitted for the core proposal. Should you wish to provide information about the unit cost per site added for a 12 month period over and above core costs for up to nine sites if such unit costs are different from the unit cost stated in the core proposal due to the economy of scale or provide different rates/fees for additional services, you need to show this as optional in your tender response.

Therefore the Homeshare partners reserves the right to add pilot sites or other associated services or extend a contract in future for up to 24 months and the maximum value of such additional services/extension will not exceed the 2/3 of the value of the core proposal as set out above.

### 5.2.2 Contract duration

The evaluation contract will be for a period of 24 months. The Homershare partners reserve the right to extend the term of the evaluation contract for further period, not exceeding 12 months in the first instance.

## 5.3 Requirements regarding aims, objectives and overarching principles

### 5.3.1 Aims and objectives

We require bidders to propose and explain how they would deliver an evaluation that addresses the following aim and objectives and to describe and account for any possible limits to the extent to which aims and objectives would be addressed.

The overall aim for the evaluation of the HSP is to find out what works best to make Homeshare a profitable business to engage in. With this overarching aim in mind, the objectives for the evaluation of the HSP are to:

* Find out what works to successfully develop and deliver a quality assured Homeshare scheme.
* Find out what works best in terms of planning, providing and further developing an Homeshare scheme (determining what good practice can be transferred to other Homeshare schemes/potential schemes).
* Find out what may work to encourage a wider (out-of-London) adoption of the Homeshare scheme.
* Demonstrate what if any cost benefit and/or Value for Money Homeshare provides, from public, private and social value perspectives.
* Develop a ‘framework’ of factors that in the future can be used to determine the strength and likely effectiveness of bids and or proposals for funding or support to run Homeshare schemes.

Importantly, during the lifetime of the evaluation and certainly as a result of it, the evaluation must be in a position to share learning about what works, works best and hence describe ‘best practice’ in relation to developing economically sustainable Homeshare schemes.

### 5.3.2 Overarching principles

The overarching principles underpinning this evaluation are involvement and engagement; hence, this work is perhaps slightly different to what some would see as the norm for larger-scale independent pilot evaluations. It is expected that evaluators will be a key contributor to an ongoing process of learning and development during the lifetime of the HSP, as well as being the independent evaluators of it. It is therefore, of great importance that you have these overarching principles in mind when responding to this ITT. Hence, you must explain how you will achieve and deliver on these principles, and also what risks they might pose and how you would propose to mitigate any such risks. With this in mind, the following specific principles apply to the evaluation of the HSP:

* HSP sites will have consented to full engagement with the evaluation specified here; sites will have also been asked to ensure that initial consents from all participants have been secured for involvement in the evaluation.
* The evaluation in Phase 1 and 2 will begin with a short HSP site profiling stage; this will inform evaluation objectives and all other aspects of the evaluation (see Section 5.4.2 below).
* The evaluation will begin with Phase 1 HSP, Lloyd Bank Foundation pilot sites (there will be two of these), findings from which will inform Phase 2, the Big Lottery Fund-funded HSP sites (up to seven sites).
* The evaluation must provide robust, reliable and definitive findings and final reporting will be required to be of publishable quality.
* The evaluation should be conducted to the highest of standards and the delivery will be the responsibility of the successful contractor.
* The evaluation must offer demonstrable value for money.
* The evaluation must identify, account for and explain links between context (i.e. policies and demographics), strategies, processes, inputs, outputs and any impacts and outcomes.
* Evaluation participants should be involved in all stages of the evaluation[[4]](#footnote-4).
* As part of the independent evaluation strategy, support for local monitoring and evaluation should be provided to aid HSP sites with sustainability, engagement and to develop local ownership.
* Primary research will be used to identify, explore and explain short and medium-term impacts and outcomes during the two years of the evaluation.
* Evaluation burdens on all participants must be reduced to a minim and that there are no unnecessary burdens imposed and/or resulting[[5]](#footnote-5).
* Secondary sources of data are available and these must identified and used[[6]](#footnote-6).
* The evaluation will last two years, to match pilot funding timescales.
* That evaluators will contribute to steering groups (4 per year) and network event meetings (3 meetings per year). Remote contributions could be acceptable for steering group meetings. Network events are likely to take place in a central/rail network hubs.
* The evaluator will be expected to contribute to and HSP networks, remote or otherwise.

## 5.4 Requirements regarding design and methodology

### 5.4.1 Overall design and methodological requirements

As part of your **core proposal**, you should note that SCIE **expects** bidders to:

* Describe in detail how they would manage and deliver a process evaluation that is able to identify, explore and explain impacts and outcomes (in relation to impacts and outcomes on all participants and at all levels).
* Include significant qualitative elements in their proposals.
* Convincingly explain how their proposed evaluation will identify, describe and account for change over time (in relation to impacts on outcomes on all participants and at all levels). This must include an explanation of your proposed approaches to the analysis of primary and any secondary data.
* Include in their core costs a detailed description of how they would conduct initial site profiling in both Phase 1 and 2 roll outs (see Section 5.4.2 below).
* Explain the number of site visits you intend to complete across the project and you must explain what you propose in terms of participant sampling (i.e. matched longitudinal participant samples?).
* Include a significant amount of primary data gathering in ITT responses and to describe clearly what methods they would employ (i.e. interviews, focus groups, observation, document reviews).
* Consider and propose which and, if so, how secondary sources data would be used to identify impacts and outcomes (see 5.4.2 below).
* Explain how they would identify, categorise and explain any Cost Benefits, Value for Money and/or Social Return on Investments resulting from the HSP.
* Play a lead role in the sharing of evaluation learning during the project with HSP sites and partners and others who are not part of the pilot. Taking into consideration the network events and hub, it is very important that contractors include details about how you would do this and that you provide evidence of previous experience of such facilitative, active and practice orientated dissemination.
* Explain how they propose to keep pace and familiar with developments in policy, practice and research related to the HSP over the lifetime of the project.
* Provide proposal for quantitative comparative or counterfactual analysis (we anticipate) of secondary data. For instance, you may wish to consider:
* comparisons conducted within individual HSP populations; between those involved in the HSP and those who are not[[7]](#footnote-7)
* analytical/quantitative comparisons; for instance, involving secondary survey and/or standard monitoring data sets[[8]](#footnote-8)
* the implications and requirements of such an approach. For instance, access to PID data and the ability to match HSP samples to such secondary data
* if you need to make any/all of your counterfactual proposals part of a costed option, rather than part of your core evaluation
* and explain any pre-requisites, limitations and or risks associated with any approach you propose.

### 5.4.2 HSP site profiling requirements

#### Site profiling aims and objectives

Site profiling is required to enable the evaluator to approach the remainder of their work based on the application of a logic model to their detailed planning. It is also an important part of the engagement and partnership part of your brief. So that you can begin your work with partner input, so that they can design and employ appropriate and effective evaluation approaches and instruments, resonant with and reflective of local realities. HSP sites are being pre-selected in the first instance by Lloyds Foundation. The scoping element of the evaluation will involve fully engaging these sites so that they are partners and active contributors to any future elevation.

Profiling is also considered an important part of baseline contextual information; for instance, the evaluator will need to take account of the circumstances in which the pilot project is being implemented, the activities that are being put into place, the ways in which these activities are incorporated into existing provision and the extent and range of prior related activity. In terms of evaluation and for purposes of future analysis and comparison. In particular the evaluator must use profiling to answer the following questions to inform the remainder of their evaluation work:

* What are the socio-economic and other circumstances of the sites selected?
* What, if any data and or other research exists that would be of use or relevant to HSP?
* What are the characteristics of existing and/or planned activity related to HSP?
* How is such activity funded, developed, delivered and managed?
* How if at all are sites working with any other support experts/networks?
* How do sites monitor, manage and deliver related activity?

Bidders must explain how they would approach and deliver profiling. For instance, profiling may involve brief surveys, face to face interviews/meeting, possibly network events, secondary analysis and is also likely to include document reviews.

#### Site profiling and exploring the feasibility of a comparative study

As part of the **core proposal**, bidders must also explain how they will explore and identify options for a comparative evaluation. This will be expected as part of profiling Phase 1 (the two initial HSP sites funded by Lloyds Bank Foundation. The possibility is to identify Homeshare schemes that are not part of the HSP and use these sites to compare and contrast with HSP sites. This will involve Lloyds Bank Foundation identifying sites and then the evaluator following up as part of the profiling phase to:

* ascertain whether such an approach is practicable and useful.
* subject to Lloyds Foundation and Big Lottery Fund written agreement, provide a fully costed option for comparative evaluation study.

There would be no more than two potential comparison sites to consider within the study.

Please note that the site profiling and exploring the feasiblity of a comparative study is in the scope of **the core proposal**, however the comparative study is outside of the scope of the core proposal. The Homeshare partners reserve the right to add comparative study as additional service in future provided that there is an available budget and a need for such service.

## 5.5 Requirements regarding evaluation outputs

As part of the **core proposal** of the evaluation, SCIE will **expect** the evaluator, as a minimum, to produce evaluation outputs as follows[[9]](#footnote-9):

1. Provide brief progress reports to SCIE (6 per year).
2. Contribute to three HSP network learning events per year.
3. Contribute to the HSP network remote hub (for instance, contributing to discussion subjects by providing evaluation advice and posting evaluations and or best practice advisories relevant to and accessible for the various participant audiences).
4. Contribute to the preparation for and remotely to 4 steering group meetings per year.
5. Provide a written interim reports, following key fieldwork sweeps (the number and format to be suggested and explained by contractors).
6. Produce practice-orientated outputs relevant to and accessible for the various participant audiences (for instance ‘tool kits’, ‘check lists’, ‘best practice guides’).
7. Produce a concise and accessible final report, not more than two months after the HSP finishes[[10]](#footnote-10).

**Bidders should note that outputs 5 and 7 must also be provided in English and in Welsh and this must be included as part of core costing**. Also the Homeshare partners may have up to one HSP site in Wales and therefore we expect that in this case bidders would be required to produce for up to one HSP site, all outwardly facing evaluation material in English and Welsh; for instance, such as (though not restricted to):

* all ‘externally’ facing administration material; for instance, correspondence with pilot sites, ethics protocols, invitations, information sheets, consent forms
* all research instruments, such as questionnaires and discussion schedules
* all remote hub material, such as evaluation briefings.

Any potential costs for this shall be included by bidders as part of their core costing. If the Homeshare partners do not award the HSP pilot in Wales all potential costs allocated for meeting the Welsh language requirement will be considered as extra budget and bidders must outline how this will impact on the core proposal.

Please consider that all written services provided such as publicity materials, publications, outwardly facing evaluation material (externally’ facing administration material, research instruments, remote hub material) and websites will need to be available bilingually, English and Welsh. Consideration should be given to whether a bilingual (English and Welsh) logo should be developed for the project. If relevant, any job posts will need to be advertised bilingually in the press and consideration given to whether the post will need to be filled by a Welsh Speaker. All costs associated with this work, such as translation costs, will need to be included in a bidder’s tender as estimated options costs (not part of the core proposal costs). If a contractor will work with any other company or organisation to deliver services in Wales, these principles will also apply to them.

## 5.6 Requirements regarding evaluation participants

### 5.6.1 Participant categories

HSP sites are not yet identified and the first two grants are expected to be awarded in June 2015 and the remaining up to 7 sites will be announced in September 2015 (estimate date). A successful contractor will be provided with the details of HSP sites when the sites are announced. You are expected to conduct primary research in **all up to nine** HSP sites. Your proposals should also consider and explain how you anticipate gathering data from participants, involve and engage and/or support them (for instance, during profiling in the design of instruments and in relation to supporting local evaluation capacity). Note that evaluator will also have access to any proposals/pilot plans, and to numbers of participants where these are known. In any event, the following list is an indicative indication of likely participant groups:

* home owners
* homesharers
* staff involved in HSP delivery (including HSP coordinators or leads, partners etc)
* HSP ‘partner’ or related providers
* policy makers (representatives from the LAs and government departments).

### 5.6.2 Participant numbers

SCIE expects bidders, as part of explaining their methodological rationale and approach (and to demonstrate value for money) to detail expected (minimum/maximum) sample numbers and how many fieldwork activities would be conducted within core costs. For instance, depending on the methods proposed of course, contractors must state for each participant group, indicative numbers of activities that are included/needed to deliver on evaluation aims and objectives, such as the number of:

* individual interviews
* focus/discussion groups
* observations
* surveys/questionnaires (N=attempted and expected response rates).

You should also explain how you would approach selecting, engaging and retaining participants/respondents for each of the methods you propose to use. Similarly, you are expected to consider your approach to (and/or your assumptions about), and address any risks associated with, response rates, sample matching and sample attrition.

## 5.7 Requirements for the delivery of the evaluation

You must describe how you would manage the delivery of your proposed evaluation.

### 5.7.1 Ethical requirements

It is possible that this work will need the approval of the [Social Care Research Ethics Committee](http://www.scie.org.uk/research/ethics-committee/index.asp) (Social Care REC). Contractors should review the information about the committee and build an application to the Social Care REC into their proposal. The guidance on the Social Care REC site provides an excellent resource for you to make certain that you have covered everything that you need to in your response to this ITT.

#### Participant consent and engagement

Bidders should note that, as a stipulation of pilot funding, the nine HSP sites will be required to commit to engaging with and supporting the evaluation and to securing the initial consent in principle from participants (including from home owners and sharers regarding possible use of personal information for secondary analysis). Also, you should note that HSP sites will be requested to maintain participant contact data bases to share with evaluators. However, you should expect and anticipate the need to employ your own consent processes as well, with all participants, and you should explain your approach to this in your ITT response.

#### Disclosure and barring service (DBS)

Fieldwork staff who will work face to face with research participants where appropriate should hold current DBS certificates; you can find all the information you need about DBS on the [DBS site](https://www.gov.uk/government/organisations/disclosure-and-barring-service). You must confirm in your tender response that those staff who need a DBS have one and/or explain why DBS is not required by some or all of your team.

#### Safety

The safety of all concerned is of paramount importance. Generally, you must consider and describe your proposed approach to all relevant ethical and research issues, for instance, if necessary explaining how you would:

* respond to a disclosure
* respond to complaints and/or to a risk relating to safety
* ensure the safety and security of fieldworkers and participants
* employ any of your own internal policies, procedures and/or code of practice to ensure safety for all is achieved.

#### Securing data, access to it and protecting PID

You must explain how you would propose to manage security regarding every aspect of this study and especially in relation to electronic and hard copy information. You must consider and explain your approach to:

* protecting and securing information held in any/all formats
* protecting and ensuring the security of participant PID
* retaining information (i.e. why/what period?)
* the issues of participant anonymity and confidentiality (bearing disclosures in mind).

You should mention if, how and where your proposed approach to security conform/s to any recognised standards including any British and/or international standards. You should also reference any internal policies, procedures, systems and/or codes of practice that you have, explaining how they relate to data and information security.

### 5.7.2 Requirements for managing the delivery of the evaluation

Your tender response must include information about:

* How your delivery team would be structured (for instance, using an Organogram).
* Whether and if so how you propose to employ any external/third party input. If you propose such sub-contracting, you must provide the same information about these companies and/or individuals that is required for you as lead contractor.
* Who the key members of your team would be and what roles they would have; especially in relation to managing quality, safety and fieldwork and to meeting output deadlines and requirements.
* How you would propose to manage your communications with SCIE. For instance, you must describe the process/es you would use to develop and sign off research instruments, analysis specifications and report structures.
* What you consider to be any high likelihood, high impact risks to your proposed evaluation (and about how you propose to manage risks, including escalation to SCIE).
* What if any, disaster recovery procedures you have in place (a summary is acceptable, with a link to the full plan or indicate the availability of an attachment if SCIE request it at a later date).
* Your diversity, equality, respect and fairness policies and specifically how you see their relevance to your proposed evaluation and your approach to delivery (a summary is acceptable, with a link to the full plan or indicate the availability of an attachment if SCIE requests it at a later date).
* Any Codes of Practice or any other policies that you deem relevant to your proposal (a summary is acceptable, with a link to the full plan or indicate the availability of an attachment if SCIE request it at a later date).

## 5.8 Requirements for tender response structure

### 5.8.1 Requirements for structure

Bidders are requested to use the following structure and to comply in full with all content guidance and requirements; failure to do so will mean that your proposal is rejected. Your proposal **must** be structured into **eight** numbered **chapters/sections** and **appendices** as follows.

#### Chapter/section 1. Contents (a table of contents).

#### Chapter/section 2. One-page summary of your tender response:

* Using the template table provided, see Table 5.8.2.1 below or at the very least include all of the variables included and present in your own half-page table and summarise in a few bullets they key benefits you think your proposal and organisation provide.

#### Chapter/section 3. Context and rationale; in:

* No more than **500 words**.
* 3.1 demonstrate your understanding of (and state your views relating to) the policy, practice and methodological context for this evaluation.
* 3.2 explain why you are interested in conducting this evaluation.

#### Chapter/section 4. Pass Fail criteria

#### Provide your responses to Pass Fail criteria set out in our ITT, see Section 6.

#### Chapter/section 5. Evaluation design and methodology; in:

* No more than **4000 words**.
* 5.1 provide response to Award Criteria Question 1, see Section 6. It presents your rationale/discussion relating to your chosen approach and describe the key aspects of your evaluation approach and design. This part shall demonstrate how you meet our requirements set out in Section 5.3 above.
* Response to Award Criteria Question 2, see Section 6 including:
	+ 5.2 explain and describe your methods (include details about sampling, indicative activity numbers, details about proposed research methods, instruments, approaches to analysis). This part shall demonstrate how you meet our requirements set out in Section 5.4 above.
	+ 5.3 explain your proposals for evaluation outputs. This part shall demonstrate how you meet our requirements set out in Section 5.5 above.

#### Chapter/section 6. Evaluation delivery:

* No more than **1500 words**
* Response to Award Criteria Question 3, see Section 6. Describe how the delivery of the evaluation would be managed. This chapter shall demonstrate how you meet our requirements set out in Section 5.7 above. You must include a risk analysis/register and a timetable showing key milestones and project activities (use the template provided or something of your own that includes and presents your risk assessment, see Table 5.8.2.2 below).

#### Chapter/section 7. Delivery Team (note that if you propose to employ third party contractors, their details must also be added using the format that follows); in:

* 7.1 provide response to Award Criteria Question 4, see Section 6. It provides details of your proposed delivery team and identify key members of your proposed delivery team, what the role of each member of delivery team would be on the HSP evaluation.

#### Chapter/section 8. Costs:

* 8.1 provide your core proposal costs for price evaluation as set out in Section 6. You must show your costs for year 1 and year 2 separately **and** as a total or summary. Your costs must include value added tax (VAT). You must confirm that the costs submitted include VAT. All costs must be broken down by key cost items/activities, named staff and days required (day rates for all named staff must also be clearly shown). All incidental/other costs must be included. To do this you are required to use the layout and content illustrated in Table 5.8.2.3 below.
* 8.2 provide response to Award Criteria Question 5 (Additional services options), see Section 6. It provides any option costs, using the same format/template described in 8.1 above).
* 8.3 you should explain your costs so that your approach to charges and costs is completely transparent. You must explain if any ‘overhead’ and/or ‘on charge’ costs have been added and/or included to any aspect of the costing (this should be indicated as a percentage and fully explained). **You should not submit additional assumptions with your pricing submission. If you submit assumptions you will be asked to withdraw them. Failure to withdraw them will lead to your exclusion from further participation in this competition.** You should include your proposed invoicing schedule, which must link to key deliverables in your proposed time table.
* 8.4 a signature of an authorised member of staff and an accompanying statement is required to confirm that the costs quoted are agreed and signed off by your organisation and will apply for at least a period of 90 days.

#### Appendices:

* If relevant please reference appendices A1, A2, A3 and so on.

### 5.8.2 Template examples relating to required content

#### Table 5.8.2.1 Evaluation summary table

|  |  |  |  |
| --- | --- | --- | --- |
| **What and by when** | **How** | **Costs** | **Who** |
|  |  |  |  |

# Table 5.8.2.2 Risk management example

|  |  |  |  |
| --- | --- | --- | --- |
| **Risk description** | **Assessment** | **Countermeasures** | **Contingency plans** |
| 1  | Likelihood: Impact:  |  |  |
| 2 | Likelihood: Impact:  |  |  |
| 3 | Likelihood: Impact:  |  |  |
| 4 | Likelihood: Impact: h |  |  |

**Table 5.8.2.3**  **Costs table example** (rates/prices/costs must all include value added tax)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Cost items** | **Evaluation team costs for:** | **Specialist costs for:** | **Other costs for:** | **Line totals:** |
| project director | project leader | research officer/s | research assistant/s | project administrator | coder/s | statistician/s | media  | travel/ subsistenceetc. | office costs |
| Staff costs per day in £ for: | 2015/16 |  |  |  |  |  |  |  |  | - | - | - |
| 2016/17 |  |  |  |  |  |  |  |  | - | - | - |
| Project management: | *days* |  |  |  |  |  |  |  |  | *-* | *-* |  |
| cost (£) |  |  |  |  |  |  |  |  |  |  |  |
| HSP site profiling: | *days* |  |  |  |  |  |  |  |  | *-* | *-* |  |
| cost (£) |  |  |  |  |  |  |  |  |  |  |  |
| HSP main fieldwork: | *days* |  |  |  |  |  |  |  |  | *-* | *-* |  |
| cost (£) |  |  |  |  |  |  |  |  |  |  |  |
| Secondary data analysis: | *days* |  |  |  |  |  |  |  |  | *-* | *-* |  |
| cost (£) |  |  |  |  |  |  |  |  |  |  |  |
| Outputs/ dissemination: | *days* |  |  |  |  |  |  |  |  | *-* | *-* |  |
| cost (£) |  |  |  |  |  |  |  |  |  |  |  |
| **Column totals:** | *days* |  |  |  |  |  |  |  |  | ***-*** | ***-*** |  |
| cost (£) |  |  |  |  |  |  |  |  |  |  |  |

# Award Criteria

Your tender response shall demonstrate how it meets our requirements set out in the Section 5.

Your tender response will be evaluated against the Award Criteria set out in this Section 6.

You are required to respond to **ALL** of the criteria below. To assist our evaluation of your tender submission, please ensure you clearly cross-refer your responses to the assigned numbers. Any relevant supporting tender documentation must also be clearly identifiable by a criteria number.

Initially we will evaluate your tender to see if you meet our **minimum PASS/FAIL CRITERIA** set out below.

**Bidders who do not pass all the Pass/Fail criteria (A to E) below will be excluded from further consideration in the competition (i.e. their tenders will not be evaluated further and will be excluded from the competition).**

**Pass/Fail Criteria**

|  |  |
| --- | --- |
| **Pass Fail Criteria A –Experience Pass/Fail test** | Pass/Fail? |
| Please provide evidence of your previous relevant experience in delivering similar services of this type, level, depth, nature, value and complexity. Please submit evidence of delivering similar evaluations that result in outputs that clearly describe and account for the relationships between inputs, outputs, impacts and outcomes as well as of using qualitative data to produce impressive, innovative and accessible dissemination for a range of different audiences and to produce concise, accessible and engaging written outputsAlso please summarise each example in a paragraph and for each, the context, what you did and what the outcomes were (specifically, relating to informing or resulting in developments of policy and practice and in relation to identifying and disseminating best practice).**Please provide three referees. You should include each referee’s name, position/title, organisation name, email address, a direct dial number and postal address so the information in the reference can be verified** |  |
| **Pass Fail Criteria B** |  |
| **Financial PASS/FAIL TEST (Where the bidder is a consortium this test will be carried out on the lead organisation and it should submit the information requested below.** **However if the lead organisation wishes to rely on the finances of one or more consortium members it may do so. In this case it must provide the information requested below in respect of each.**Please submit a copy of your last two years annual accounts. We will review these to ensure you have adequate financial standing to perform the services without putting SCIE at risk. Where we have concerns we may request further information/comfort from you. Where our concerns are not addressed you will be excluded from further participation in the competition. In order for us to carry out this assessment please provide copies of last two year’s audited accounts and annual reports to include: * Balance Sheet
* Profit & Loss Account and Cost of Sales
* Full notes to the accounts
* Director’s report/auditor’s report

If you are unable to submit the information requested above because your organisation is below the threshold for which audited accounts are required, please submit the following documents instead:* Balance Sheet
* Profit and Loss Statement
 |  |
| **Pass Fail Criteria C**  |  |
| Bidder has submitted a complete tender that accords with every instruction and requirement set out in this ITT. |  |
| **Pass Fail Criteria D**  |  |
| The Bidder’s Total Costs in cost table for core proposal do not exceed £157,000 **inclusive of VAT**. Bidders whose costs exceed this amount will be excluded from further consideration in the tender process). |  |
| **Pass Fail Criteria E** |  |
| Bidder has completed Parts III and IV of Appendix A and confirmed none of the circumstances set out there in apply.  |  |

**If you pass all of the pass/fail criteria set out above, we will evaluate your tender response using quality and price criteria which are set out below.**

Your Bid will be scored out of 100. **75 % of the marks will be allocated to your response to the Quality Questions Below**. Each question will be scored using the methodology in the Table below. To assist our evaluation of your tender submission, please ensure your response to each question is self-contained and clearly marked in your bid under the heading ‘Response to Question 1’, ‘Response to Question 2’ etc and in accordance with the requirements to the structure of your tender response as set out in Section 5.8 above. Any relevant supporting tender documentation must also be clearly identifiable by a criteria number.

Your overall score for each question will be calculated by multiplying the quality score you receive with the weighting for that question, set out below. The total weighted scores will be combined. This combined score will be divided by the maximum available score for this Quality Criterion and multiplied by 75 to get your final quality score.

**25% of the marks will be available for your Price Proposal**. The methodology for scoring price is set out further below.

Proposals will be evaluated using the criteria listed in the table below.

**Please note – Though criteria are numbered, this does not relate to any order of importance**

|  |  |  |
| --- | --- | --- |
|  | **Evaluation Criteria** **Quality: 75%** | **Weighting** |
| Question 1 | Please demonstrate your understanding of our requirements set out in the ITT and how your detailed proposal will meet all our requirements set out in Section 5 of the ITT in accordance with the aims and objectives of the HSP (your proposal on how you meet the requirements set out in Section 5.3 of the ITT)  | **20** |
| Question 2 | Please provide a detailed proposal on how you deliver the evaluation of the HSP and ensure quality, appropriateness and deliverability of the evaluation methodology proposed (your proposal on how you will meet requirements set out in Section 5.4 and 5.5 of the ITT) | **20** |
| Question 3 | Please provide your project delivery plan including risk analysis (proposal on how you meet our requirements set out in Section 5.7 of the ITT)Provide a clear and realistic delivery plan that responds to the aims and requirements set out in Section 5.3 and which will allow the contract to be completed within time and to budget.  | **15** |
| Question 4 | Please provide details of your delivery team including your resource allocation for delivery of the contract and how you ensure effective project management and completion of the contract over a two year period. | **15** |
| Question 5 | Please provide your proposals for additional services options (see requirements in Section 5.2.1 and in Section 5.5) including but not limited:* if the Welsh language requirement is not triggered please outline how this will impact on your core proposal
* outline your proposed added value in relation to comparative study
* outline your proposed added value in relation of HSP sites added to initial 9 sites
* outline your proposed added value in relation of any other additional services that will benefit the Programme

Evaluation methodology for this question is as follows:Bids will be scored on a 0-5 scale (0-poor and 5-excellent) based on the prices for options/additional services submitted in your Additional Services Costs table and how favourably they compare to other bids.  | **5** |

Responses to each question above will be allocated a score based on the methodology contained in the table below. This score will then be multiplied by the weighting in the column on the right.

**Quality Questions scoring methodology**

|  |  |  |
| --- | --- | --- |
| **0** | **Poor** | No response or partial response and poor evidence provided in support of it. Does not give SCIE confidence in the ability of the Bidder to deliver the Contract. |
| **1** | **Weak** | Response is supported by a weak standard of evidence in several areas giving rise to concern about the ability of the Bidder to deliver the Contract. |
| **2** | **Satisfactory** | Response is supported by a satisfactory standard of evidence in most areas but a few areas lacking detail/evidence giving rise to some concerns about the ability of the Bidder to deliver the Contract. |
| **3** | **Good** | Response is comprehensive and supported by good standard of evidence. Gives SCIE confidence in the ability of the Bidder to deliver the contract. Meets the SCIE’s requirements. |
| **4** | **Very good** | Response is comprehensive and supported by a high standard of evidence. Gives SCIE a high level of confidence in the ability of the Bidder to deliver the contract. Exceeds SCIE’s requirements in some respects.  |
| **5** | **Excellent** | Response is very comprehensive and supported by a very high standard of evidence. Gives SCIE a very high level of confidence the ability of the Bidder to deliver the contract. Exceeds SCIE’s requirements in most respects. |

**Price scoring methodology: 25% overall**

Price: The evaluation of price will be carried out on the costs you provide in accordance with Cost Table for core proposal (completed in accordance with Table 5.8.2.3 of the ITT).

|  |  |  |
| --- | --- | --- |
| Price Criterion | 25 marks will be awarded to the lowest priced bid for the core proposal and the remaining bidders will be allocated scores based on their deviation from this figure. Your fixed and total costs figure in Cost table will be used to score this question.For example, if the lowest price is £100 and the second lowest price is £108 then the lowest priced bidder gets 25% (full marks) for price and the second placed bidder gets 27.6% and so on. (8/100 x 25 = 2 marks; 25-2= 23 marks)  | **25%** |

##

## The scores for quality and price will be added together to obtain the overall score for each Bidder. The Bidder with the highest score will be the preferred Bidder.

# Appendix A. Declarations

**Part I:** **Transparency**

Note: In compliance with the Government’s transparency agenda, all public contracts over £10,000 (net of recoverable VAT) issued on or after 1 January 2011 will be published on the Government’s Contracts Finder website. We are required to publish contracts in full, and as a minimum must publish the specification, terms and conditions and associated schedules (which may include the winning bidder’s bid).

In limited circumstances redactions can be made prior to publication to protect certain types of information. Redactions are permitted in line with the exemptions set out by the Freedom of Information Act 2000. Examples of information which may be exempt under the FOIA include: personal data; information amounting to a trade secret; and information which if disclosed would or would be likely to prejudice the commercial interests of any person.

If the Bidder believes redactions ought to be made, these should be identified by the Bidder in the following table on their own letter headed paper. Bidders must provide explicit justification and reasoning for each redaction requested. SCIE is responsible for determining in its absolute discretion whether any information is exempt from publication.

**CONTRACT FOR Tender Title:**

|  |  |
| --- | --- |
| **Contract clause or section of tender to be redacted** | **Justifications for redaction** |
|  |  |

**Part II: Parent Company Guarantee**

***Note: To be submitted in full on Contractor's ultimate Holding Company's headed notepaper.***

Dear SCIE, Lloyds Bank Foundation and the Big Lottery Fund

**Contract for the Provision of the evaluation of Homeshare Pilots (HSP), Reference:** HSPEVAL/15/01/BIG001-0603

With reference to the Tender for the above services submitted by [insert name of Bidder] (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of the Social Care Institute for Excellence, Lloyds Bank Foundation and the Big Lottery Fund (a non departmental Public Body sponsored by the Cabinet Office) (hereinafter referred to as "Customers") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with the Customers. These undertakings being on condition that the Customerse enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;
2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Customers, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;
3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Customer, whether as to payment, time, performance or otherwise;
4. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations there under have been performed; and,
5. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Yours faithfully

Signed:

Date:

Name:

In the capacity of:

Duly authorised to sign tenders for and on behalf of:

**Part III**

**Grounds for mandatory exclusion**

**Important Notice:**

**If you answer ‘yes’ to any question in this section your application will not be accepted.**

Please state ‘Yes’ or ‘No’ to each question.

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the authority for advice before completing this form.

|  |  |
| --- | --- |
| **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** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
 |  |  |
| 1. 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;
 |  |  |
| 1. the common law offence of bribery;
 |  |  |
| 1. 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;
 |  |  |
| 1. 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; |  |  |
| 1. 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; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
 |  |  |
| 1. 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;
 |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009
 |  |  |
| 1. 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
 |  |  |
| 1. 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. |  |  |
| **Non-payment of taxes****Has 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 a separate Appendix to provide further details. Please also use this Appendix to 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? |  |  |

## Part IV

## Grounds for discretionary exclusion – Part 1

The authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |
| --- | --- |
| **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** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contracts 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contracts Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
 |  |  |
| 1. 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;
 |  |  |
| 1. 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;
 |  |  |
| 1. your organisation—

(i) 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; or(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
|  (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), the authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

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

In addition, the authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. 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).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides 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 authority in each case.

If such evidence is considered by the authority (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 Supplier 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 Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

# Appendix B. Terms and conditions

**GENERAL TERMS AND CONDITIONS**

**DEFINITIONS**

In these Conditions:

“**Contract”** shall have the meaning ascribed to it in the Letter Agreement;

“**Contract Price**” means the total price specified in the payment schedule at Attachment 3;

“**Contractor**” means the evaluator and responder to the ITT.

**“Customer Parties”** mean SCIE as evaluation commissioner and manager of the Contract; Lloyds Bank Foundation and the Big Lottery Fund as evaluation funders and invoice recipients and payers.

“**Document**” includes *inter alia*, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

“**Electronic Product**” means any of a website and its component parts, computer software or electronic database, and any other similar or like product.

“**Final Recommendations**” means all Documents, information and materials produced by the Contractor in final delivery of the Services.

**“Fund’** means the Big Lottery Fund.

“**Intellectual Property Rights**” means all patents, rights of inventions, copyright and related rights, trade marks, domain names, rights in designs, rights in computer software, database rights, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

“**Interim Reports**” means all Documents, information and materials produced by the Contractor relating to the Services during the Contract including (but not limited to) computer software, data, reports and specifications.

**“Lloyds”** means Lloyds Bank Foundation

“**Pre-Existing Materials**”means all Documents, information and materials provided by the Contractor relating to the Services, which existed prior to the commencement of the Contract including (but not limited to) computer software, data, reports and specifications.

**“Letter Agreement”** means the Letter Agreement entered into between the Contractor and Customer Parties;

“**Services**” means the services to be provided as referred to in the proposal at Attachment 2;

“**SCIE**” means the Social Care Institute for Excellence or any successor organization;

“**SCIE Electronic Product Guidelines**” means the guidelines issued by SCIE from time to time to be found at www.scie.org.uk

“**SCIE Material**” means all Documents, information and materials provided by SCIE relating to the Services including (but not limited to) computer software, data, reports and specifications.

**1. THE CONTRACT**

The Contract will be between the Customer Parties and the Contractor. The Contract will be executed when the Letter Agreement with this Terms and Conditions and the relevant attachments will be agreed and signed between parties.

Contractor will be identified following the procurement process.

Customer Parties consist of SCIE, Lloyds and the Fund. SCIE is responsible for the management of the evaluation contract and all communication with the Contractor. The Fund and the Lloyds will be responsible for the payment of services that delivered by the Contractor to the Customer Parties’ satisfaction and accepted by SCIE as per Clause 4 of this Terms and Conditions.

**2. VARIATION**

Any alterations to the Services described in this Contract shall be ineffectual unless agreed in advance by all parties in writing.

**3. THE PRICE**

* 1. The Contract Price shall be the fully inclusive price specified in Attachment 3 and be fixed for the duration of the Contract. Any VAT chargeable by the Contractor on the value of the Services should be shown by the Contractor as a separate item in Attachment 3, and on any invoice submitted to Customer Parties, and included in the fully inclusive price.
	2. If an amount of VAT is shown in Attachment 3 and any invoice the Fund and the Lloyds shall pay that amount of VAT to the Contractor as part of the fully inclusive Contract Price.
	3. Customer Parties shall not be liable to pay any sum in excess of the Contract Price. In the event that the Contractor does not invoice Customer Parties for VAT on the Services and the Contractor is subsequently required to account for VAT, the Contractor shall pay the VAT due from the Contract Price received. The Contractor shall have no recourse to Customer Parties and shall indemnify Customer Parties in full in the event that the Contractor or Customer Parties are required to make any payment of VAT not shown in Attachment 3 and any relevant invoice.

**4. PAYMENT**

The Contractor shall submit invoices to Customer Parties in accordance with the payment schedule at Attachment 3 and payment, other than the final payment, which shall be made on completion of the Services to Customer Parties’ satisfaction, shall be within 30 days of receipt of a properly prepared invoice.

SCIE will review the deliverables and confirm that the services are delivered in accordance with the Contract and to Customer Parties’ satisfaction. On SCIE’s approval, subject to quality and delivery targets being met by the Contractor, payments will be made directly to the Contractor by Lloyds and/or the Fund.

Payment Schedule at Attachment 3 will be against key milestones and will reflect/be based on the timetable for the evaluation services. The schedule wil state whether Lloyds or the Fund shall be invoiced against a certain milestone.

Invoices will be submitted in the first instance electronically to SCIE for approval. Using a proforma, cc’d to Contractor, SCIE will sign off/approve the invoices and they will then be passed for payment to Lloyds and/or the Fund in accordance with the agreed payment schedule.

**5. CONTRACTOR'S STATUS**

**5.1** In carrying out the Contract the Contractor shall be acting as principal and not as agent of Customer Parties. Accordingly:

(a) the Contractor shall not say or do anything that might lead any other person to believe that the Contractor is acting as the agent of Customer Parties; and

(b) nothing in this Contract shall impose any liability on Customer Parties in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of Customer Parties to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of Customer Parties, its staff or agents.

**6. CONTRACTOR’S OBLIGATIONS**

The Contractor warrants to Customer Parties that:-

* 1. it will procure that its employees, agents, sub-contractors, perform the Services with all reasonable care and skill;
	2. the Services will conform with the provisions of Attachment 2
	3. where the Services comprise (in whole or in part) the production of Electronic Products, the Services will be provided in accordance with Customer Parties’ Electronic Products Guidelines, the provisions of which are deemed to be incorporated into the Contract. These [will](http://will) be provided to the Contractor at the start of services provision;
	4. where services comprise (in whole or in part) of printed materials and/or the holding of events, these will provided in accordance with Customer Parties’ Accessibility Guidelines. These [will](http://will) be provided to the Contractor at the start of services provision; and
	5. in carrying out the Services it will comply with all applicable laws and regulations (including but not limited to the provisions of the Data Protection Act 1998).

**7. TIME OF PERFORMANCE**

 The Contractor shall begin performing the Services and shall complete them in accordance with the dates stated in the proposal at Attachment 2. The Contractor shall submit such detailed programmes of work and progress reports as Customer Parties may from time to time require.

1. **PATENTS AND INTELLECTUAL PROPERTY RIGHTS**
	1. Notwithstanding Clause 8.3 below the Contractor shall use all reasonable endeavours to ensure that it will not infringe any Intellectual Property Right of any third party and the Contractor shall indemnify against all actions, suits, claims, demands, losses, charges, costs and expenses in relation to the Pre-Existing Materials, the Interim Reports and the Final Recommendation which Customer Parties may suffer or incur as a result of or in connection with any breach of this Clause.
	2. Unless otherwise provided in Attachment 2, the Intellectual Property Rights in any written materials arising out of the Services, including electronic versions of such written materials, shall be the property of the Customer Parties. The Customer Parties hereby gives Contractor consent and, where appropriate, grants a non-exclusive irrevocable worldwide license for the for further research and study purposes .
	3. Unless otherwise provided in Attachment 2 or Clause 8.5, the Intellectual Property Rights of all Electronic Products shall be the sole property of Customer Parties.
	4. Any material, Document or Electronic Product prepared, provided in or arising out of the Services and published in any form by either party, shall refer expressly to the funding by Customer Parties of the Services.
	5. Where the Contractor does not own any of the Pre-Existing Materials, the Contractor shall obtain written permission or a written license (or sub-license) from the relevant licensor or copyright owner on such terms as will entitle the Contractor to license such rights to Customer Parties or otherwise permit Customer Parties to make use of those rights and shall indemnify Customer Parties for any losses incurred which arise as a result of the Contractor’s failure to do so.
	6. In circumstances where the Services involve the development of an Electronic Product or other electronic materials by the Contractor, the Contractor shall, where Customer Parties request and where appropriate, provide Customer Parties with a copy of the source code for such Electronic Product or materials or provide to Customer Parties an escrow arrangement for the source code of such materials.
	7. The Contractor shall not publish or present the findings of any Interim Reports without prior due consultation with, and the express written consent of Customer Parties. Any such publication or presentation shall make clear that it contains provisional and preliminary findings only and acknowledge the funding by Customer Parties in accordance with clause 8.4 above and clause 9 below.
	8. Without prejudice to the generality of clause 8.7 above, the Contractor will not publish Interim Reports at anytime before the anticipated or agreed date of publication of the Final Recommendation.
	9. The Customer Parties acknowledge that in the course of the delivery of the Services the Contractor may:
	* use products, materials or methodologies proprietary to the Service Provider or a third party; or
	* produce proprietary material or methodologies that are not part of the Deliverables.

The Customer Parties agrees that it will not have, and will not obtain, rights to such proprietary products, methods and methodologies except pursuant to a separate written agreement on terms to be agreed.

1. **PUBLICITY**

Any reference to any material prepared by the Contractor in connection with this Agreement, whether in a seminar, presentation, publication or similar, shall acknowledge Customer Parties as the commissioning body and shall be, solely, with the express consent of Customer Parties.

1. **INDEMNITY AND INSURANCE**

Without prejudice to any rights or remedies of Customer Parties the Contractor shall indemnify Customer Parties against all actions, suits, claims, demands, losses, charges, costs and expenses which either or both may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly from carrying out the Contract or the negligent or wrongful act or omission of the Contractor.

1. **DISCRIMlNATION and HUMAN RIGHTS**

Neither party shall unlawfully discriminate either directly or indirectly on such grounds as gender, race, colour, ethnic or national origin, within the meaning of the Sex Discrimination Act 1975, the Race Relations Act 1976 or the Disabilities Discrimination Act 1995. Both parties shall give all due regard to and comply with the provisions of the Human Rights Act 1998 and how they might be applied to this Contract.

1. **CONFIDENTIALITY**
	1. Except as otherwise provided for in the contract, the Contractor undertakes to treat as strictly confidential any Customer Parties’ Material and any other information (of whatever nature) derived from or obtained in the course of the Contract or the Services and to take all the necessary precautions to ensure that his employees and sub-contractors and their employees treat such information as confidential and in doing so the Contractor shall ensure that his employees and sub-contractors and their employees keep secret and not disclose such information obtained by him or them by reason of this Contract.
	2. All Customer Parties’ Material and all other materials, equipment and tools, drawings, specifications and data supplied by Customer Parties to the Contractor shall, at all times, be and remain the exclusive property of Customer Parties, but shall be held by the Contractor in safe custody at its own risk and maintained and kept in good condition by the Contractor until returned to Customer Parties, and shall not be disposed of or used other than in accordance with Customer Parties’ written instructions or authorization.
	3. The Contractor and his sub-contractors shall not refer to Customer Parties, individually or together, in any advertisement or publication without their written consent, such consent not to be unreasonably withheld or delayed.
	4. The provision of paragraphs 12.1, 12.2, and 12.3 shall apply during the continuance of this Contract and after its termination howsoever arising without limitation of time.
	5. The Contractor shall not, and shall procure that no sub-contractor shall disclose any material obtained pursuant to or by reason of this Contract which could be damaging to the interests and/or reputation of Customer Parties.
2. **BANKRUPTCY, LIQUIDATION OR OTHER FINANCIAL DEFAULT OF CONTRACTOR**
	1. Customer Parties may at any time by notice in writing summarily determine the Contract without compensation to the Contractor in any of the following events:

**(a)** if the Contractor, being an individual, or, where the Contractor is a firm, any partner in that firm, shall at any time become bankrupt, or shall have an administrative order made against him, or shall make any composition or arrangements with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so; or

**(b)** if the Contractor being a company, shall pass a resolution, or the Court shall make an order, that the company shall be wound up, or if a receiver or manager on behalf of a creditor shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order.

**14. DEFAULT**

**14.1** Should there, in the reasonable opinion of Customer Parties, be any failure on the part of the Contractor to perform any obligation or service required of him under this Contract, or should the Contractor be otherwise in breach of any condition of the Contract (and where such failure or breach, where capable of remedy, has not been remedied by the Contractor within 28 days of receipt of written notice specifying the failure or breach and requiring it to be remedied) Customer Partiesmay at its discretion and without prejudice to any other rights, terminate part or whole of the work required to be performed under this Contract, or terminate this Contract summarily.

* 1. Subject to Clause 14.1, should Customer Parties make alternative arrangements for the performance of the Contract by a third party, it shall be entitled to recover from the Contractor all and any sums which it incurs in excess of the Contract Price as a result of having the Services performed by an alternative contractor. Under such circumstances no further payments which may be due to the Contractor under this Contract shall be paid until the full cost of the third party performing the Services have been established, provided that Customer Parties shall not delay unduly in establishing those costs and, having done so, will pay the Contractor any further payments due for the Services carried out to the date of the breach in accordance with the provisions of Clause 4.
	2. Customer Parties may at any time or times set off any liability of the Contractor to Customer Parties against any liability of Customer Parties to the Contractor in either case, whether under this Contract or otherwise. Any exercise by Customer Parties of its rights under this Clause shall be without prejudice to any other rights or remedies available to it under this Contract or otherwise.

**15. TERMINATION**

**15.1** In addition to the rights of termination under paragraph 13 Customer Parties shall be entitled to terminate this Contract by giving to the Contractor not less than sixty days notice to that effect, provided that Customer Parties pays the Contractor in full for all work carried out up to the date of termination.

* 1. Save as otherwise provided by this Contract, termination under paragraphs 13 or 14 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to either party and shall not affect the continued operation of any other conditions included in this Contract.

**16. ASSIGNMENT AND SUB-CONTRACTING**

 Neither party shall, without the written consent of the other, assign or sub-contract the whole or any part of this Contract.

**17. NOTICES**

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by fax to the address of the party shown in Attachment 4 and shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

**18. SEVERABILITY**

**18.1** If any condition or provision of this Contract is held to be illegal or unenforceable the validity or enforceability of the remainder of this Contract shall not be affected.

**18.2** If any portion of this Contract shall be terminated or amended by written notice, for any reason whatsoever, such limited termination or amendment shall not affect the Contract as a whole and the remaining portion of the Contract shall remain unaffected and intact.

**19. WAIVER**

The failure of either party at any time to enforce any provision of the Contract shall in no way affect its rights thereafter to require complete performance by the other party, nor shall the waiver of any breach of any provision be taken or held to be a waiver of any subsequent breach of any provision itself.

**20. AUDIT**

**20.1** The Contractor must keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the Contractor and the Customer Parties, all information produced in the course of this Contract or relating to the Contract and all records of all expenditures which are reimbursable by the Customer Parties to the Contractor or its employees and sub-contractors which are paid for by the Customer Parties on a time charge basis, invoices and monthly progress reports. The Contractor will on reasonable advance notice afford the Customer Parties, or their representatives, access to such records.

**20.2** The Contractor (and any person acting on the Service Provider’s behalf) must permit the Comptroller and Auditor General or appointed representatives, access at no cost but upon reasonable notice to such documents (including computerised records and data) and other information relating to the Contract or the Services provided under the Contract as the Comptroller and Auditor General may reasonably require for the purposes of the Comptroller and Auditor General’s financial audit of the Fund and for carrying out examinations into the economy, efficiency and effectiveness with which the Fund has used its resources. The Contractor shall furnish such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification and inspection of the accounts of the Service Provider by the Comptroller and Auditor General under Section 6(3)(d) of the *National Audit Act* of 1983.

**20.3** The provisions of this clause survive the expiry or termination of this Contract.

**21. PREVENTION OF CORRUPTION**

**21.1** The Contractor undertakes to abide and procure that the Cotnractor’s employees, servants, suppliers, sub-contractors and agents abide by the provisions of the *Prevention of Corruption Acts* 1889 to 1916 particularly in relation to the giving or offering of any gift, consideration or commission of any kind as an inducement or reward to any person employed by the Customer Parties or acting on its behalf with the intention of influencing them in the discharge of any responsibilities associated with this or any other Contract with the Customer Parties.

**21.2** Where the Contractor or its employees, servants, suppliers, sub-contractors or agents commit such an offence in relation to this or any other contract with the Customer Parties, the Customer Parties have the right to terminate this Contract and the Customer Parties may elect not to award any further contracts to the Contractor concerned and may recover any costs incurred by the termination from the Contractor. Provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Customer Parties and provided always that the Customer Parties may recover from the Contractor the amount or value of such gift, consideration or commission.

**21.3** The decision of the Customer Parties will be final and conclusive in any dispute, difference or question arising in respect of:

21.3.1 the amount of any such gift, consideration or commission; and

21.3.2 the right of the Customer Parties under this clause to terminate this Contract.

**23. ACCESS TO INFORMATION**

**23.1** The Contractor’s attention is hereby drawn to the *Data Protection Act* 1998.

**23.2** Both parties warrant that they will duly observe all their obligations under the *Data Protection Act* 1998.

**23.3** The parties shall comply with their respective obligations as the data controller and the data processor under the *Data Protection Act* 1998 and any other applicable data protection laws and regulations (together, the “**Data Protection Laws**”) in connection with this Contract.

**23.4** The parties agree that for all personal data (as defined in the Data Protection Laws) controlled by the Customer Parties and processed in connection with this Contract:

23.4.1 the Customer Parties alone shall determine the purposes for which the personal data will be processed;

23.4.2 the Customer Parties shall be the data controller (as defined in the Data Protection Laws); and

23.4.3 the Contractor shall be the data processor (as defined in the Data Protection Laws).

**23.5** Where, in connection with this Contract, the Contractor processes personal data on behalf of the Customer Parties, the Contractor shall:

23.5.1 process the personal data only on written instructions of the Customer Parties and to the extent reasonably necessary for the performance of this Contract;

23.5.2 not disclose the personal data to any person except as required or permitted by this Contract or with the Customer Parties’ written consent; and

23.5.3 implement appropriate technical and organisational measures to protect the personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access, and against all other unlawful forms of processing.

**23.6** The Contractor must make available at its own cost any information reasonably requested by the Customer Parties in connection with the Contractor’s performance under this Contract and shall allow such access to its premises and contact with its employees as is necessary for these purposes. The Customer Parties may share information about this Contract with other funders, other Lottery distributors, Government departments, organisations providing matching funding and other organisations with a legitimate interest in Lottery applications as well as with members of the public who make a valid request for information under the *Freedom of Information Act* 2000.

**23.7** In particular, the Contractor must, and must procure that its employees or sub-contractors will, provide all necessary information and assistance as reasonably requested by the Customer Parties to enable the Customer Parties to respond to any request for information it receives and in compliance with the provisions of the *Freedom of Information Act* 2000.

The Customer Parties shall be responsible for determining in its absolute discretion whether any commercially sensitive information or other information is exempt from disclosure or may be disclosed either without consulting the Contractor or following consultation with the Contractor and having taken its views into consideration

**GOVERNING LAWS**

**24.1** These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts.

**24.2** The Contractor shall comply with all and any laws, Acts of Parliament, enactments, orders, regulations or other similar instruments which may, in any way, pertain to the performance of this Contract. Breach of any such laws, Acts, enactments, orders, regulations or other similar instruments shall be deemed a breach of this Contract.

**25. Contractor acceptance of this Terms and Conditions**

**25.1** Signature of authorised member of staff. You must sign your ITT response and you should also confirm that you accept this terms and conditions.

I accept the terms and conditions as stated in Appendix B of this ITT.

Signed

Print Name

Organisation and position

For and on behalf of the Contractor

1. SCIE welcomes responses from individual organisations, including those proposing to employ subcontractors, or from partnerships. In these cases, the responsibility of lead organisation must be clearly identified and explained, as must be the role of contractors and/or partners. [↑](#footnote-ref-1)
2. All but the last three bullets in the list below are from *Later Life in the United Kingdom*, Age UK, *February 2015 full refs available in this publication*. Final two bullets. Health and Social Care Information Centre (2014); “Personal Social Services Expenditure and Unit Costs, England – 2013/14, Final release.” (2) Health and Social Care Information Centre (2012); “Personal Social Services Expenditure and Unit Costs – 2010/11, Final release. [↑](#footnote-ref-2)
3. TNS Agenda for Later Life survey for Age UK, 2013. [↑](#footnote-ref-3)
4. What SCIE calls [co-production](http://www.scie.org.uk/key-topics/co-production), is central to all HSP work and lies at the heart of the engagement and involvement agenda. Bidders should make reference to and explain throughout their proposals, how they will reflect and deliver on this agenda and importantly in regard to the wider agenda of diversity, equality, respect and fairness. For instance, participants should be involved in the consideration of findings and outcomes (perhaps via network events). [↑](#footnote-ref-4)
5. Primary research should be only used to address evaluation aims and objectives and where there are no alternative existing sources of data that could be accessed and appropriately employed. [↑](#footnote-ref-5)
6. For instance, there are numerous local and national datasets, such as those maintained by DWP and DH et al. [↑](#footnote-ref-6)
7. Note that SCIE does not necessarily require contractors to propose an experimental approach or counterfactual design as part of their core proposal. [↑](#footnote-ref-7)
8. The comparisons could possibly be achieved between those involved in the HSP and otherwise similar individuals in the general population. [↑](#footnote-ref-8)
9. SCIE would welcome innovative, relevant and realistic ideas around dissemination supported, where possible, by examples of any similar previous work. [↑](#footnote-ref-9)
10. The final report is likely to be for a policy, participant and practitioner audiences. It must be of publishable quality and include an executive summary, full methodological explanations, discussion of findings and full appendices. [↑](#footnote-ref-10)