

London Borough of Southwark

Prepaid Accounts Children's and Adults' Services

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Section 1

Tender Invitation and Instructions

1. The Mayor and Burgesses of the London Borough of Southwark (the “Council”) is inviting you to submit a tender for the provision of prepaid accounts. We enclose the draft terms and conditions and service specification. Please acknowledge receipt of this invitation to tender by e-mailing peta.smith@southwark.gov.uk or phoning 020 7525 3629 confirming your intention to submit a tender as requested. If it is not now your intention to submit a tender, please return the enclosed documents with an explanation by return of post.

Removal of cash transactions in council offices

2. Southwark Council’s Children’s and Adults’ Services department (“the department”) is looking to remove cash transactions from its offices and replace them with prepaid accounts.
3. Cash is currently used for:
 - One off emergency payments to vulnerable adults and families
 - Regular payments/ allowances to people we support and/ or those who care for them
 - Team sundry costs (“petty cash”)
4. We recognise that making these payments in cash creates an administrative burden on teams, as well as creating risk to council officers.

Direct Payments

5. In addition, the council wants to make the process of setting up and managing a Direct Payment quicker and easier. Residents are often put off a Direct Payment due to the need to set up a new bank account and keep receipts. The department will move its Direct Payments onto prepaid accounts.

Number of cards required

6. The Council has estimated the number of cards required based on the number of cash and Direct Payments currently made each year adjusted based on expected increases to demand over the life of the contract.
7. The Council has made a commitment to increase the number of people using Direct Payments over the next five years. The introduction of prepaid accounts is one way we are looking to make that increase. It is therefore anticipated that the number of prepaid accounts used by the department will increase over the lifetime of this contract.
8. It is anticipated that the Council will initially need 1,200 instant issue cards, with an additional 600 required each year. With a further 1,700 reloadable cards initially, and an additional 600 cards each year. These figures may vary dependent on changes to demand over and above that anticipated, therefore costs for cards have been asked for based on bands of card volumes.
9. The Council does not intend to transfer all payments from cash to prepaid accounts at the same time; instead, the Council will work with the Provider to introduce the cards in stages, albeit over a relatively short period of time.
10. Further assumptions about the number of cards anticipated to be lost etc each year can be found in Section 9 – Pricing Schedule

Putting together your Tender

11. You will need to review the information provided by us and carry out, at your own expense, any enquiries you need to prepare and deliver your tender. The Council will not be responsible if the nature, extent or character of the services is subsequently different from that envisaged by you and the Council gives no warranty and has no liability for the accuracy or completeness of the information provided.

Clarifications

12. Prior to submission of a Tender, a Tenderer may submit clarification questions on the requirements of the ITT if it wishes to do so. Clarification questions should be sent by e-mail to: peta.smith@southwark.gov.uk as soon as practicable following the receipt of the ITT in order to ensure sufficient time during the bidding process to take account of the Council's response.
13. In submitting a clarification question, Tenderers should take note of the following:
- 'Prepaid Accounts should be entered in the subject box of each email.
 - One of the following headings should be added to the subject box and the clarification question itself:
 - Technical
 - Legal
 - Financial
 - Commercial
 - Other (which includes clarifications covering more than one subject)
 - Generally, the Council will make its responses to clarification questions available to all Tenderers on an anonymous basis, save where a question is commercially sensitive to a particular Tenderer. Tenderers must clearly identify any questions which they believe are commercially sensitive at the point of the submission of the question. If the Council does not agree that the question is of a commercially sensitive nature, it will offer the Tenderer the opportunity to withdraw the question and, if the question is not withdrawn within two working days, provide the answer to all Tenderers.
 - The Council will endeavour to answer clarification questions as soon as is practicable and in any event within a maximum of ten working days.
 - The Council may decide, based on the clarification questions received, to re-issue or clarify further elements of the specification or other parts of the ITT.
 - The Council will provide responses to all clarifications via e-mail. The end-date for clarifications to be received is 5:00pm on 10 June 2016 and the Council will use reasonable endeavours to provide final clarification responses to these and other outstanding questions by 23 June at 5:00pm.

Submitting your Tender

Documents you need to return

14. A completed Form of Tender including a fully completed pricing schedule.
15. A Providers' Proposal incorporating:-
- a. a method statement setting out your approach to delivering the services to meet the objectives and requirements of the Specification;

- b. a statement of the skills, expertise, services and resources at your disposal which you believe demonstrates your ability to perform the services, including staffing details and structure and proposed Providers Representative;
- c. details of your quality assurance systems, internal policies and procedures (e.g. equal opportunities policies) and health and safety at work record during the past 3 years;
- d. a copy of the training manual for the web-based system to be used by the Council
- e. details of the insurance arrangements you would propose to put in place;
- f. any proposals to sub-contract any part of the services;
- g. three references from organisations with a recent direct knowledge of your work;
- h. copies of your last 3 years audited accounts (if a company) and statements of annual work force, overall turnover and turnover in respect of the services being tendered for the past 3 financial years.

How to return your documents

16. The Tender and associated documents must be sealed in an envelope bearing the return label provided by the Council which shall not bear any name or mark by which the Tenderer could be identified. If more than one envelope/package is used this should be marked 'Number [] of [] envelopes/packages'.
17. You must submit 1 bound hard copy, 1 unbound hard copy and 1 copy on a USB Memory Stick. In the event of any discrepancy between the hard copy and the electronic copy, the hard copy will prevail. The name of the tenderer should be included on each page of the hard copy.
18. Your priced Form of Tender and Providers' Proposal should be delivered to Peta Smith as detailed on the attached Tender Return Label by no later than 1 p.m. on Friday 24 June 2016. Where tenders are delivered by courier or any method, they must be delivered to the loading bay to the side of the building in Barnham Street during normal working hours and a receipt obtained. Tenders should not be handed to any other council officer or member. Any Tender submitted after that date may not be considered. Your tender will remain valid for acceptance by the Council for 180 days from submission.

Non-consideration of Tender

19. The Council may in its absolute discretion refrain from considering any Tender if:
 - it is not in accordance with these Conditions of Tendering and all other instructions issued by the Council during the Tender period; and/or
 - there are omissions in the Tender; and/or
 - the Tenderer makes or attempts to make any variation or alteration to the Conditions of Contract or any of the other contract documentation.

Rejection of Tender

20. The Council shall be entitled to reject a Tender, without prejudice to any other civil remedies available to the Council or any criminal liability the Tenderer may attract, if the Tenderer:
 - Fixes or adjusts the prices shown in its Tender by or in accordance with any Contract or arrangement with any other person or by reference to any other Tender; and/or:
 - Communicates to any person other than the Council the amount or approximate

amount of the rates shown in its Tender, except where such communication is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of obtaining the necessary insurance, or Parent Company Guarantee Undertaking; and/or:

- Agrees with any other person that such other person shall refrain from submitting a Tender or shall limit, restrict or reduce the prices to be shown by any other Tenderer in its Tender; and/or:
- Offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or for causing or having caused to be done any act or omission in relation to any other Tenderer or any other person's proposed Tender; and/or:
- Has directly or indirectly canvassed any member or officer of the Council concerning the acceptance of any Tender or has directly or indirectly obtained or attempted to obtain any information from any such member or officer or any Provider engaged in providing services to the Council concerning any other Tenderer or Tender submitted by any other Tenderer; and/or:
- Commits an offence under the Public Bodies Corrupt Practices Act 1889, the Prevention of Corruption Acts 1906-1916 (in each case as amended or replaced by the Bribery Act 2010), and/or the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under section 117(2) Local Government Act 1972'; and/or:
- Has done anything improper to influence the Council during the tendering period; and/or
- Has failed to return the Response Document fully completed and signed or failed to return any accompanying document required by the Council; and/or
- Fails to use the English language; and/or:
- Fails to state monetary amounts in Pounds Sterling; and/or:
- The Council may also reject any Tender where it believes that there has been any form of co-operation or collusion with another Tenderer; and/or where any of the mandatory grounds for exclusion contained in Regulation 23 of the Public Contracts Regulations 2006 apply to the Tenderer.

Acceptance of Tender

21. The Council is not bound to accept the lowest or any Tender and reserves to itself the right at its absolute discretion to accept or not accept any Tender.
22. An acceptance of a Tender by the Council shall be in writing and posted to the successful Tenderer and the contract shall then be made and become binding. In addition the successful Tenderer shall at the request of the Council execute and deliver to the Council a formal contract and Parent Company Guarantee (where the Tenderer has a parent company) before the start of the Term of the Contract. The Council reserves the right to require other financial security in the event that a Tenderer has no parent company. No sums shall be paid under the contract that is awarded until the contract and all required security documents have been executed.
23. Nothing contained in the ITT documentation or in any other communication between the Council and the Tenderer shall be taken as constituting a contract, Contract or representation between the Council and the Tenderer.
24. The Council reserves the right:
 - To cancel or withdraw from the procurement process at any stage prior to the actual execution of the Contract.

- To require a Tenderer to clarify its Tender in writing and/or provide additional information and/or attend interview(s) or clarification meeting(s).
- To require site visits.
- To amend the terms and conditions of the procurement process and to amend any of the documents issued with the ITT, including without limitation these Conditions of Tendering

Conditions of Contract

25. Included as part of the Tender documents are the Conditions of Contract (Sections 4 & 5) that will be included in the contract to be entered into between the Council and the successful Tenderer. The Council reserves the right to make amendments to the Conditions of Contract (and, for the avoidance of doubt, any of its schedules) during the tendering process.
26. The Conditions of Contract sets out the terms which shall govern the delivery of the Service by Provider.
27. Every Tender received by the Council shall be deemed to have been made subject to the Conditions of Contract. Any alternative terms or conditions offered on behalf of a Tenderer shall be deemed to have been rejected by the Council unless expressly accepted by it in writing.

Confidentiality of Information and Documents

28. All information supplied by the Council in connection with this ITT shall be regarded as confidential by the Tenderer except such information that may be disclosed for the purposes of obtaining quotations necessary for the preparation of the Tender.
29. The ITT and all copies thereof are and shall remain the property of the Council (whether or not the Council shall have charged a fee for the supply of such documents) and must be returned to the Council on demand.
30. The ITT must not be passed to any other person, company, firm or other body for any purpose other than the preparation of the Tender. Should the Tenderer be unable or unwilling to submit a Tender, all documents must be returned immediately. In the event that this information is shared with a third party the Tenderer shall ensure that the third party is subject to confidentiality provisions, which are comparable to those in this paragraph 15.
31. Tenderers may not make any public statements or promotional activity relating to the tender process or the award of the contract without the prior Contract of the Council.

Warranties

32. In delivering a Tender, the Tenderer warrants and represents to the Council that:
 - It has not done any of the acts or matters referred to in paragraphs 19 & 20 above and has complied in all respects with these Conditions of Tendering.
 - All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the Tenderer or its employees or officers in connection with or arising out of the Tender are true, complete and accurate in all respects.
 - It has made its own investigations and research and has satisfied itself in respect of all matters relating to the Tender, Conditions of Contract and the Service and it

warrants that it has not delivered the Form of Tender and will not have entered into the contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council.

- It has full power and authority to enter into the contract and perform the Service and will if requested produce evidence of that to the Council.
- It is of sound financial standing and its officers and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements previously submitted as part of this tendering exercise) which may adversely affect its financial standing in the future.
- It has and will have sufficient working capital, skilled employees, equipment, vehicles and other resources available to it to perform the Service in accordance with the Service Specification (see Schedule 1 at Section 4) for the Term of the Contract entered into.
- It has obtained all necessary consents, licences and permissions to enable it to perform the Service and will throughout the Term of the Contract obtain and maintain all further and other necessary consents, licences and permissions to enable it to perform the Service.

Tender Evaluation

33. The Council will check each tender initially for compliance - if there are omissions in your tender or it is not in accordance with these instructions, we may not consider it. We will reject your Tender if you act improperly, for example, by agreeing to fix your prices, agreeing that others will not tender, offering any inducement, canvassing any officers or members of the Council or committing an offence under the Prevention of Corruption Act 1889 to 1916.
34. Tenders will be evaluated based on financial and economic standing, technical ability, quality and cost. Weightings will be Price: 70% and Quality: 30%.
35. Shortlisted tenderers may also be contacted by email to clarify specific issues. Any amendments highlighted in your Tender may be discussed and agreement on those points recorded in writing. If at any time during the tender period there are any material changes to the information you have provided, you must advise the Council promptly in writing.

Tender Award

36. The Council is not bound to accept the lowest or any Tender and we may award a contract for all or part only of the services. The Council reserves the right to cancel the tender process at any point and will not be liable for any cancellation costs incurred by any Tenderer. Any contract(s) will be awarded to the most economically advantageous tender(s). If your tender is accepted, we will notify you in writing and a contract between us is made then and becomes binding. In addition, at the request of the Council a formal contract will be executed.

Timetable

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

Stage	Date
Invitation to Tender	23 May 2016
Date Tenders Returned	24 June 2016
Demonstration of product	1 July 2016
Evaluation of Tenders	12 July 2016
Contract Award	2 August 2016
Contract Start	5 September 2016

Section 2

Evaluation Methodology

Introduction

1. This document sets out the methodology that will be used to evaluate Tenders received for the provision of prepaid card services.
2. Your Tender submission will consist of:
 - a. Method Statements for each criteria
 - b. Pricing Schedule
3. The Tender submission must show how your organisation would deliver services in accordance with the Specification (Section 3 of this tender pack).
4. You are required to notify the Council of any change in your organisation's circumstances, even where the Tender does not specifically ask about the matter in question.

Evaluation of Tenders

5. One (1) contract will be awarded to the most economically advantageous tender (MEAT) evaluated as described in this methodology.
6. The evaluation comprises of 3 stages:
 - Stage one – Compliance
 - Stage two – Quality
 - Stage three – Price
7. Stage one will be scored on a pass/fail basis. Stages two and three shall be scored; the weightings to be applied are 30% for quality and 70% for price. The quality elements contain sub weightings which are set out in the table on page 14 of this document.
8. The evaluation panel will consist of representatives from the Children's and Adults' Services department and the Finance and Governance department.

Stage one – Compliance

9. Tenders will be checked initially for completeness and compliance with the Tender Invitation and Instructions. Whilst the Council shall be entitled to seek clarification from Tenderers in order to determine if a Tender is complete and/or compliant, Tenderers should note that the Council reserves the right to reject Tenders that are not complete and/or non compliant.
10. For tendering purposes, Tenderers are required to confirm as part of their Tender that if awarded the Contract they will be able to provide the required levels of insurance cover in the Contract as set out in the Specific Terms. The Council regards this confirmation as a compliance issue and reserves the right to reject any Tender, without further consideration, in the event that they fail to provide such confirmation as part of their Tender.
11. Only Tender submissions that pass this Stage one will be subject to a detailed evaluation as set out in Stages two and three.

Stage two – Quality

12. Tenderers will be required to submit 5 method statements. These method statements, once approved by the Council, will be incorporated into the Contract as the Provider's planned way of working/operating throughout the Contract Period.
13. In submitting these method statements, Tenderers are requested to provide evidence of their experience, achievements and benefit outcomes.
14. Each method statement must not exceed 4 sides of A4 size paper, using Arial font, size 11. Screenshots do not contribute to this limit, and Tenderers can provide as many screenshots as necessary. Any other part of the response in excess of the page allowance will be disregarded.
15. In addition to the written submissions, Tenderers will be required to make a PowerPoint presentation (total of 60 minutes including questions) to an evaluation panel to demonstrate their web-based system with a particular focus on:
 - Ease of use
 - Reporting
 - Security features for cancelled or suspended cards
 - Process for loading payments onto cards
16. There will be a maximum score of 30 points available for quality. Each method statement has its own weighting. The method statements and the weighting for each statement is set out in the following table:

Method statement	Weighting		
<p>Method Statement 1: Previous experience</p> <p>Please demonstrate that you have the experience, knowledge and ability to deliver a prepaid cards services contract. Your answer should include:</p> <ul style="list-style-type: none"> Any contracts for a similar service in the past 3 years, including annual values Details of any service developments or improvements you implemented during the life of the contracts 	3		
<p>Method Statement 2: Web-based system</p> <p>Please demonstrate that you have a web-system that will enable the Council to manage prepaid cards efficiently and carry out all necessary transactions and reporting. Please include screenshots with your answer. Your answer should include:</p> <ul style="list-style-type: none"> Any planned service improvements or developments 	7		
<p>Tenderers will be required to demonstrate their system with particular focus on:</p> <ul style="list-style-type: none"> Ease of use Reporting Security features for cancelled or suspended cards Process for loading payments onto cards 	2		
<p>Method Statement 3: Services for cardholders</p> <p>Please demonstrate how cardholders can easily access information about their account. Please include screenshots with your answer. Your answer should include:</p> <ul style="list-style-type: none"> The usual times support is available to cardholders How cardholders can notify you of the loss of cards and/ or suspend their cards 	6		
<p>Method Statement 4: Training and support</p> <p>Please set out your proposed arrangements for providing accessible and responsive training and support to the Council. Your answer should include:</p> <ul style="list-style-type: none"> Details of any support materials that will be available to Council staff Your implementation plan for providing training (initial requirement of four half day sessions for up to 10 people each session) The roles and restrictions within the system (e.g. Super User functions) 	6		
<p>Method Statement 5: Data Protection and Managing Fraud</p> <p>Please demonstrate how you will ensure the safety of the cardholders information and protect against and manage fraud. Your answer should include:</p> <ul style="list-style-type: none"> Speed of response to suspension or cancellation requests (Council and cardholders) How you identify potentially fraudulent activity (and speed of notification to the Council) How you investigate fraudulent activity and who bears the cost of any fraudulent transactions 	6		
	<table> <tr> <td>Total weighting</td><td>30</td></tr> </table>	Total weighting	30
Total weighting	30		

Scoring and weighting

17. Scoring of Tenderers' method statements will be based on the following scale:

Score	Descriptions
0	Cannot be scored No submission was made or response given did not address the question or part thereof.
1	Poor Although the response demonstrates some understanding of the Council's requirements there are some major omissions in relation to the proposed solution to deliver the service.
2	Partially meets requirements Response broadly meets all or meets some of the Council's requirements but contains minor omissions that can be addressed through the contract.
3	Satisfactory A complete response that meets fully the Council's requirements.
4	Exceeds requirements A good response, which not only meets requirements, but gives some confidence that the Tenderer has a process and plan that can deliver additional benefits and value.
5	Excellent Outstanding response, exceeds expectations, adds value, shows innovation and creative solutions and gives full confidence.

18. Each question will be scored and then the criteria weighting applied to give a weighted score for quality. The calculation to be used is number of points awarded divided by number of points available, multiplied by each statement's weighting. The score will be calculated to the nearest two decimal points.

Examples

Points available	Points awarded	Criteria weighting	Calculation	Total score
5	0	9	$0 / 5 \times 9$	0.00
5	3	7	$3 / 5 \times 7$	4.20
5	5	5	$5 / 5 \times 5$	5.00

19. A Tenderer's evaluation score will be based on the Tenderer's written tender submission, but this may be clarified (and its veracity and accuracy verified) by the following methods:

- i. Clarification meetings/clarification presentation/demo
- ii. Responses to clarification questions raised by the Council
- iii. Written feedback from referees

20. In addition to providing a written response, Tenderers are also required to provide a presentation to the Evaluation Panel on question 2 (details are given in paragraph 15).

21. Tenderers will not be able to address any omissions in their Tender Submission during any clarification process.

22. The initial score will be based on the evaluators' review of the Tenderer's tender submission and be updated based on further clarification. The final scores may differ from the initial scores to reflect the full evaluation process undertaken by the panel. Overall scores will be calculated to ascertain the Tenderer's overall percentage score.
23. The evaluation panel will conduct a 'consensus scoring process' where moderation of the scores awarded during the exercise will take place. The moderation shall give regard to any variance in the scores between the evaluators. A consensus score will be agreed by the evaluators for each of the evaluation criteria.
24. Any Tender submission scoring less than 3 for any method statement may be rejected by the Council on the basis of poor quality.

Stage three – Price

25. Priced documents will be examined in order to detect any arithmetical errors. Where an examination reveals an error or discrepancy between these prices and the overall tender figure, Tenderers will be given an opportunity to clarify the discrepancy.
26. Tenderers must provide costs for every item on the pricing schedule and add any other costs not listed on the schedule. Where there is no charge for the function please state "not applicable".
27. If applicable, Tenderers should provide details of any volume discounts over and above those on the pricing schedule.
28. A price evaluation model has been designed to help the Council carry out a robust evaluation of price. The detail of the price evaluation model is contained in Section 9 – Pricing Schedule. The model shall be used to calculate an indicative total cost for the initial five years of the contract.
29. There will be a maximum amount of 70 points available for price. The Tenderer with the lowest price will receive the maximum points available. Each remaining Tenderers' price will be awarded a score based on the percentage difference between their price and that of the most competitive price.
30. An example of the methodology which will be applied is included below:-

(Contractor's Tender sum – Lowest Tender sum) / Lowest Tender sum = % adjustment

70 Points – (70 x % adjustment) = Price Score

Note: All scores achieved will be taken to two decimal places and rounded up or down for each criterion.

Abnormally low tenders

31. The Council will scrutinise very carefully any Tender that contains a price which appears very low (having regard, amongst other things, to the prices submitted in the other tender submissions received). The Council reserves the right to reject any tender submission that is abnormally low.

Final selection and recommendation

- 32. The scores achieved for both quality and price will be added together to give an overall score. The overall scores will then be used to rank the Tender submissions.
- 33. The maximum score available for quality is 30 points. The successful Tender will have to score at least 18 out of 30.
- 34. The maximum score available for price is 70. The lowest priced Tender will be awarded all 70 points.
- 35. The highest possible score for both quality and price combined is 100. The Tender with the highest combined score will be awarded the contract.

Tie break

- 36. In the event of a tie break (where two or more top scoring tenderers have the same total weighted score including both quality and price), the Council shall select from amongst those Tender submissions the Tender submission with the highest weighted score for price.

Section 3

Specification

PREPAID ACCOUNTS SPECIFICATION

Contents

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The core service

2. The Provider's responsibilities

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1. Overview

The core service

- 1.1 The Provider will provide “instant issue” prepaid accounts and cards (“prepaid accounts”) to Southwark Council. Initially, this will be for the Council’s Children’s and Adults’ Department, but this scope will be reviewed at the time of any contract extensions.
- 1.2 The Provider will also provide a web-based system for the management of cards. The system will allow the Council to load cards with funds remotely, monitor expenditure, block certain transactions and if appropriate, recover funds.

2. The Provider’s responsibilities

The Provider is responsible for:

Prepaid accounts

- 2.1. Supplying prepaid accounts and cards to families and individuals nominated by the department, with the same functionality as standard debit cards, from the contract start date.
 - a. Each account should have a sort code and unique account number.
 - b. The cards should enable cardholders and third parties, including the Council, to load funds into the account, using the following methods:
 - i. BACS
 - ii. Direct Debit
 - iii. Standing Orders
 - iv. Faster Payments
 - c. The cards should enable cardholders to pay for goods and services from a wide range of merchants, in person, by telephone and on the internet, using the following methods:
 - i. BACS
 - ii. Chip and PIN (in person)
 - iii. Direct Debit
 - iv. Faster Payments
 - v. Standing Orders
 - d. The cards should enable cardholders make cash withdrawals from ATMs.
 - e. The cards should be available to any individual, regardless of their credit history and regardless of whether they would not be able to open a standard bank account.

- f. The cards should not have any credit or overdraft facility; there should be no feasible situation in which a cardholder could exceed the funds in their account.
 - g. The cards should be “instant-issue”, so they can be distributed to households and activated with immediate effect.
- 2.2. Ensuring multiple cards can be linked to the same account, if a household requires more than one card.
- 2.3. Arranging for secure delivery of the cards to the Council's nominated office, or if requested by the Council, directly to the card recipients.

Web-based system

- 2.4. Providing a secure, web-based system that is available 24 hours a day, 7 days a week, for the Council to manage accounts and cards. Management functions available to the Council should include:
- a. The ability to view a full transaction history for each card, in real-time or as close to real-time as possible.
 - b. The ability to load accounts with funds remotely, either on recurring dates or an ad-hoc basis, and clearly identify these transactions.
 - c. The ability to limit or block the cardholder from adding additional funds to the cards, and clearly identify these transactions
 - d. The ability to limit or block cash withdrawals and clearly identify these transactions.
 - e. The ability to limit or block cashback services (if available) and clearly identify these transactions.
 - f. The ability to limit or block standing orders and direct debits and clearly identify these transactions.
 - g. The ability to limit or block on line transfers and payments and clearly identify these transactions.
 - h. The ability to limit or block merchant categories and clearly identify these transactions.
 - i. For points 2.4b to 2.4g inclusive, it should be possible to complete any of these functions on either a card-by-card basis, or in batch, with changes taking effect immediately, or as close to immediately as possible.
 - j. The ability to suspend cards with immediate effect, or as close to immediately as possible.
 - k. The ability to cancel cards with immediate effect, or as close to immediately as possible.

- l. The ability to order replacement cards.
 - m. The ability to recover funds from cards in a prompt manner.
 - n. The ability to automatically create reports for all major transactions and export them for further manipulation.
- 2.5. Ensuring the web-based system can only be accessed by Council officers with a unique account and login details. The list of users with an account will be agreed with the Council. The web-based system should log all activity by all users, to create a full audit trail.

Supporting the Council

Support during the implementation period

- 2.6. Face-to-face training for staff nominated by the Council on how to manage cards and use the web-based system.
- 2.7. Providing up-to-date training and reference materials for the cards and web-based system.
- 2.8. Ensuring more intensive support is available during the implementation period and first few weeks of the new service, when requests for support are likely to be more frequent.

On-going support

- 2.9. Allocating a named member of staff to manage the contract and providing their contact details to the Council. Ensuring appropriate cover arrangements are made when that named member of staff is unavailable.
- 2.10. Providing telephone support for the Council, which as a minimum requirement is available during standard office hours, defined as Monday – Friday, 9am – 5pm.

Supporting cardholders

- 2.11. Facilitating the setting of a pin by the cardholder, and if necessary, the ability to reset a pin.
- 2.12. Providing a free, secure, web-based system, available 24 hours a day, 7 days a week, for cardholders to view their balance and transaction history.
- 2.13. Providing telephone support for cardholders, which as a minimum requirement, is available during standard office hours, defined as Monday – Friday, 9am – 5pm.
- 2.14. The web-based and telephone support must allow cardholders to notify of the loss of a card and/ or suspend use of the card with immediate effect.

Invoicing

- 2.15. Invoicing the Council for services rendered, in line with the pricing schedule submitted at Tender.
- 2.16. Invoices to be supplied quarterly in arrears.
- 2.17. Invoices to be the total cost of supplying and administering the Service and in a format to be agreed with the Council prior to the Start Date.

3.The Council's responsibilities

- 3.1. The Council will work with the Provider to remove any barriers to the delivery of the service in a prompt manner.
- 3.2. The Council will pay the Provider for services rendered in a prompt manner, upon receipt of invoices and in line with the terms of the contract.

4.Performance monitoring

- 4.1. The Provider will be expected to maintain documents and records for the purposes of performance monitoring the details of which will be agreed at the first review meeting.
- 4.2. The Provider will be expected to attend regular review meetings for the duration of the contract. These will initially be quarterly until advised by the Council.
- 4.3. The Provider will be expected to produce performance reports for these meetings. The exact content of these reports will be agreed between the Council and Provider prior to the start of the contract, but information likely to be required includes:
 - a. Number of cards issued/activated.
 - b. Number of cards suspended or cancelled.
 - c. Total and average balances on cards.
 - d. Number of blocked transactions attempted by cardholders.
 - e. Total amount of any funds recovered.
 - f. Total amount of time the web-based system was unavailable.
 - g. Total number of support-related calls from the Council.
 - h. Total number of support-related calls from cardholders.
- 4.4. The first review meeting of the second and further years will double as an annual review of the previous year.

- 4.5. The annual review meeting will consider the annual performance of the Provider as listed above and also include a review of:
- a. The fixed costs associated with the service
 - b. The volume discounts available
 - c. The number of cards needed in the coming year
 - d. The management functions available on the cards
- 4.6. There will be a review before the Council decides whether to activate any extension. The Provider will co-operate with this process and provide any relevant additional information.
- 4.7. The Council may require other reports on an ad-hoc basis. The Provider will attempt to comply with any reasonable requests.

Section 4

Specific Terms

SPECIFIC TERMS

AGREEMENT FOR THE PROVISION OF PREPAID CARD SERVICES

DATE:

MADE BETWEEN:

- (1) **[REGISTERED NAME]** of *[registered office or principal place of business if unregistered]* (the “Provider” also referred to as “You” or “you” in this Agreement); and
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK** of 160 Tooley Street London SE1 2QH (the “Council” also referred to as “We” or “we” in this Agreement).

The parties agree that this Agreement is made up of:-

SPECIFIC TERMS
GENERAL TERMS AND CONDITIONS
APPENDIX 1 – SPECIFICATION
[PROVIDERS PROPOSAL DATED]

SPECIFIC TERMS

Authorised Officer	Peta Smith, Commissioning Manager, Children’s and Adults’ Services, Southwark Council, PO BOX 64529, London, SE1P 5LX, telephone 020 7525 3629, email peta.smith@southwark.gov.uk , who is your primary contact in the Council
Council Rules	Means all relevant Council policies, rules, codes, procedures, orders and codes of practice
Description of Services to be provided	To provide prepaid cards for the Council to administer financial support and Direct Payments to individuals supported by the Children’s and Adults’ Department and/or those who care for them
Fee (excluding VAT)	£[●] which we will pay to you in the instalments and intervals set out in the Payment Periods
Indexation	Clause 3.7 will not apply to this agreement
Insurance	The minimum amount of cover required for this Agreement is:- Employers Liability Insurance: £10m Public Liability Insurance: £5m Professional Indemnity Insurance: £5m
Legislation	Means all relevant Acts of Parliament, statutory regulations, order, guidances and codes of practice including any subsequent amendments or comparable legislation

Liability	Clause 6.3 will not apply to this agreement
Monitoring	Clause 5.4 (a) applies
Payment Periods	Quarterly in arrears based on actual delivery following receipt and certification of a valid invoice.
Period of Appointment	from the Start Date until 4 September 2021 unless terminated early or extended by mutual agreement
Providers' Representative	[name and contact details], who has overall responsibility for the management of this Agreement
Safeguarding	Clause 4.7 (Safeguarding) is applicable
Staff	Clause 4.6 (Staff) – the period for removing and replacing a notified member of staff under this clause is 7 days.
Start Date	5 September 2016
Timetable	You will provide the services in accordance with the timetable unless agreed in writing in advance by the Council. Persistent failure to meet agreed timescales may amount to a material breach of this agreement. Start Date/cards operational: 5 September 2016 End of contract term: 4 September 2021

References to “the Provider” in this agreement includes anyone engaged by you to provide these Services including any sub-contractor, volunteer, licensee or employee.

References to “staff” or “employees” in this Agreement includes where appropriate volunteers providing these Services.

IN WITNESS the parties have entered into this Agreement by signature of their respective duly authorised representatives.

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE COUNCIL

FOR AND ON BEHALF OF THE PROVIDER

Signed by:

Signed by:

Position:

Position:

Signature:

Signature:

FOR AND ON BEHALF OF THE COUNCIL

FOR AND ON BEHALF OF THE PROVIDER

Section 5

General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 Overall Aim

- 1.1 The Council and the Provider are both committed to providing service users with high quality Services at a fair price and we recognise the need for continuous improvement in economy, efficiency and effectiveness and aim to work together in a spirit of co-operation with a view to ensuring best value is achieved.

2 Provision of the Services - Your Obligations

- 2.1 You agree that you will provide the Services in accordance with the terms of this Agreement and any reasonable requests of the Council. You will comply with all relevant Legislation, government best practice and standards and Council Rules including in particular:
 - 2.1.1 The Equality Act 2010, (and insofar as they remain in force - the Race Relations Act 1976 (as amended), the Race Relations (Amendment) Act 2000, the Sex Discrimination Act 1975, the Disability Discrimination Act 1995, the Disability Discrimination Act 2005) and all relevant codes of practice issued by the Equality and Human Rights Commission or comparable body;
 - 2.1.2 the Health and Safety at Work Act 1974 in order to protect the health and safety of your personnel and those of the Council and all other people and to adopt safe methods of work;
- 2.2 You will provide the Services in a good, safe and competent manner and free from dishonesty and corruption and in a manner which is not, and is not likely to become, injurious to health or detrimental to the environment or the image and reputation of the Council and will ensure that the Council's interests are protected at all times.
- 2.3 You will, so far as you can, operate an equal opportunities policy which complies with the practical guidance and recommendations contained in the Equalities and Human Rights Commission codes of practice.
- 2.4 You will support and assist the Council in compliance with our obligations under Best Value, the Human Rights Act 1998 and the Code of Practice on Government Information (1994), and any obligations imposed by any external funder of these services.

3 Payment and Invoicing

- 3.1 We will pay the Fee to you in accordance with the Payment Periods set out in the Specific Terms.
- 3.2 At each Payment Period you will give the Authorised Officer an invoice detailing and the Fee due. The Authorised Officer will consider and verify the invoice in a timely fashion and without undue delay and we will pay any undisputed invoice within 28 days of verification by the Authorised Officer.
- 3.3 The Council will notify you as soon as possible if we become aware that any of the Services are not being provided in accordance with this Agreement and you will be given a reasonable period to rectify the position. If rectification does not occur within the period specified, the Authorised Officer will not make a payment in respect of those Services identified on any invoice and will give you written reasons.
- 3.4 If the Council makes a payment late you may claim interest on that late payment at 4% above the current basic rate of the National Westminster Bank PLC for the unpaid period.
- 3.5 We will pay VAT on the Fee at the appropriate rate upon receipt of a formal VAT invoice.
- 3.6 If the Council and the Provider agree to vary or extend this Agreement any additional Fee will be agreed between us and set out in writing before any additional services are provided.
- 3.7 The Provider must include requirements to the same effect as clause 3.2 and this clause 3.8 within any sub-contract entered into for the provision of all or part of these Services.

4 Staff

- 4.1 The Providers' Representative appointed by you is identified in the Specific Terms. They are your authorised representative and are entitled to act on your behalf and receive any notices or information regarding these Services from the Council. They should be reasonably contactable by the Authorised Officer and able to attend meetings. Any change in your Representative must be immediately notified to the Council in writing and any replacement Representative must have equivalent experience and qualifications.
- 4.2 If you have identified specific staff to provide these Services, those staff shall not be changed without notifying us and confirming that their replacements have equivalent skills and experience by supplying copies of their CVs. There must be a sufficient number of appropriately trained and skilled staff and

supervisors available at all times. You will use reasonable endeavours to ensure that all members of your staff are properly and sufficiently qualified, reference checked, competent, skilled, honest and experienced to carry out these Services, and at all times exercise proper care in the execution of their duties and tasks.

- 4.3 You must carry out all appropriate checks with the Disclosure and Barring Service and any other relevant statutory checks on all staff or potential staff who are to provide these Services to ensure they are fit and suitable to provide the Services. If having carried out such checks, you are unsure as to the fitness or suitability of a particular person to provide these Services, you will discuss the matter, on an anonymised basis with the Authorised Officer and agree the course of action to be taken.
- 4.4 You must take prompt appropriate disciplinary action against any employee who is engaged or is alleged to be engaged in gross misconduct.
- 4.5 All your employees providing these Services shall provide information in accordance with the Rehabilitation of Offenders Act 1974 and the Rehabilitation of Offenders Act (Exceptions) Order 1975 about convictions which would otherwise be spent.
- 4.6 The Council may reasonably require you in writing to remove any member of staff employed or used by you to provide the Services. Upon receiving such notification you will ensure that the specified person is removed and replaced as soon as possible, and in any event not later than the period of time set out in the Specific Terms after notification. The Council shall not be liable to you or to the specified person in respect of any costs, expenses, liability, loss or damage caused by this removal.
- 4.7 You will comply with the Council's Safeguarding Policies as set out in Schedule 1 and the documents appended to this Agreement.
- 4.8 Unless in response to an openly advertised recruitment process, during this Agreement, and within 12 months of its termination, neither party shall approach or make offers of employment to or engage any member of each other's staff engaged or employed in connection with this Agreement without having first obtained the written consent of the other.
- 4.9 **LONDON LIVING WAGE**
- 4.9.1 For the purposes of this clause:

Relevant Staff: shall mean all employees and other staff (including without limitation temporary and casual workers and agency staff as defined by Regulation 3 of the Agency Workers Regulations 2010 as amended by the Agency Workers (Amendment) Regulations 2011, and whether such staff are engaged or employed on a full or part time basis, but not including unpaid volunteers, interns or apprentices), who are employed or engaged on the Services for 2 or more hours of work in any given day in a week, for 8 or more consecutive weeks in a year.

Equivalent Hourly Wage: shall mean the hourly wage paid to an employee and calculated using the same method as prescribed by the National Minimum Wage Act 1998 and related applicable law to assess whether an employee is at any time receiving the national minimum wage (as identified in that Act),

the London Living Wage: shall mean the most recently identified London Living Wage hourly figure (or equivalent set figure(s)) published from time to time by the Greater London Authority or any successor body with responsibility for setting this figure,

4.9.2 Where appropriate, you will:

- ensure that all Relevant Staff employed or engaged by you are paid an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage;
- ensure that all Relevant Staff employed or engaged by your Subcontractors (if any) pay an Equivalent Hourly Wage which is equal to or exceeds the London Living Wage;
- provide to the Council such information concerning the London Living Wage and the performance of your obligations under this clause 4.9 as we may reasonably require and within the deadlines we reasonably impose;
- co-operate and provide all reasonable assistance to the Council in monitoring the effects of the London Living Wage including without limitation assisting the Council in conducting surveys and assembling data in respect of the affect of payment of London Living Wage to Relevant Staff.

4.9.3 For the avoidance of doubt, any breach by you of this clause 4.9 may be a material breach in relation to which the Council is entitled to rely upon its termination rights under this agreement.

- 4.10 This Agreement is a contract for the provision of services and nothing in this Agreement is intended to create any employment relationship between the Council and the Provider or any of your employees or authorised representative who are entitled to act on your behalf.

5 Information

- 5.1 **Information from the Council** - We will supply you without charge and within a reasonable time all necessary and relevant information and shall give you reasonable assistance required to carry out the Services.
- 5.2 **Final Report** - You will provide us with a final project report at the end of the Period of Appointment (in a format to be agreed by both parties) with supporting documentation (monitoring forms for participants etc) to enable us to monitor the provision of the Services and the achievement of any agreed outputs and outcomes.
- 5.3 **Confidential Information** – Neither party will, whether during or after this appointment, disclose or allow to be disclosed to any person (except on a confidential basis to professional advisers) any confidential information acquired in the course of carrying out duties under this Agreement, except as may be required or permitted by law.
- 5.4 **Monitoring** - You will operate effective systems to monitor and report back on the performance of the Services to the Council (a) in a format and timetable to be agreed at the Start Date. OR (b) in accordance with the specific requirements identified in the Specific Terms.
- 5.5 **Inspection** – During the Period of Appointment and for six years afterwards, you will give to the Council, the Council's auditors, the District Auditor and the Local Government Ombudsman such information, explanations and access to and copies of any documents as may reasonably be required to satisfy themselves as to your compliance with the terms of this Agreement.
- 5.6 **Co-operation** – You will, in performing your obligations under this Agreement, liaise with and co-operate with all officers of the Council and other contractors appointed to undertake duties on behalf of the Council. You shall comply with all reasonable instructions issued by the Authorised Officer.
- 5.7 **Complaints handling** - You will deal with any complaints promptly, courteously and efficiently and will notify the Council in writing of all complaints received and the steps you have taken in response to them.
- 5.8 **Publicity** - You may not undertake any publicity or place any advertisement

referring to the Council without our prior written agreement.

- 5.9 **Copyright** - All copyright or other intellectual property rights in all work created or produced by you under this Agreement shall be your property. You hereby grant the Council, and/or any third party which performs services on behalf of the Council, a non-exclusive, perpetual, transferable, royalty free licence to use such work for Council business that is reasonably related to the Services. You also warrant that any document or design produced by you under this Agreement is your original work which does not infringe the copyright, design right, moral right or any other rights of any third party, and that no claims of such infringement have been made or are the subject of litigation actual or threatened.

5.10 **Data Protection**

5.10.1 Both parties undertake that we will comply with our respective obligations, whether data controller, data processor or otherwise under the Data Protection Act 1998 ("Data Protection Act") as and when the same are applicable to this Agreement and that we will comply with the additional obligations of confidentiality applying to any personal data controlled and/or processed by us under this Agreement.

5.10.2 You will indemnify the Council and keep the Council indemnified against any damages, losses, liabilities, claims, actions, costs, deductions and expenses arising as a result of any breach you, your employees, sub-contractors or agents, of your obligations under this Condition 5.10

5.10.3 Where the Council is data controller for any personal data processed by you under this Agreement as data processor you will:

- act only on instruction from the Council as data controller, and
- take appropriate technical, operational and security measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

5.10.4 Each party undertakes to the other that we will not knowingly place the other in breach of that other party's obligations under the Data Protection Act.

5.11 **Information Requests**

5.11.1 You accept that the Council is obliged to comply with information legislation including the Freedom of Information Act 2000 and Code of

Practice, Environmental Information Regulations 2004, Aarhus Convention and Audit Commission Act 1998. You will assist the Council to comply with our obligations under this information legislation. This includes helping the Council comply with our obligation to respond to requests for information within statutory deadlines; and providing information to the Council where the Council requests.

5.11.2 The Council is entitled to disclose information unless we believe that the information is exempt or excluded under the legislation or the legislation does not apply. For example where information is provided in confidence; the information is a trade secret; or where release is likely to prejudice commercial interests. The Council will decide, acting reasonably, whether information requested is to be disclosed or not. The Council will where reasonably practicable consult you and will consider any representations made you. The Council shall not be liable for any loss or other detriment caused by the disclosure of any information.

6 Insurance, Indemnity and Liability

6.1 You must maintain a comprehensive policy or policies of insurance to cover your liability under this Agreement and will give us appropriate evidence of the insurance policy or policies upon written request of at least the minimum amount set out in the Specific Terms.

6.2 You shall, subject to clause 6.3 below, be responsible for and shall release and indemnify us on demand from and against all liability which may arise out of, or in consequence of the performance or non-performance by you of your obligations under this Agreement or your negligence or a breach by you or your obligations under this Agreement for:

6.2.1 death or personal injury

6.2.2 loss of or damage to any property (whether tangible or intangible), including property belonging to the Council;

6.2.3 actions, claims, demands, costs, charges and expenses (including legal expenses on an indemnity basis)

6.3 You will not be liable to indemnify the Council for any claims made under clause 6.2.2 and 6.2.3 in respect of that part which exceeds any cap figure included in the Specific Terms.

- 6.4 For the avoidance of doubt, the indemnities provided in Clauses 6.2. above shall cover any costs, charges or expenses (including legal expenses on an indemnity basis) that are incurred by the Council in relation to any claims, demands or actions that may arise out of, or in consequence of the performance or non-performance by you of your obligations under this Agreement or your negligence or a breach by you of your obligations under this Agreement.
- 6.5 You shall not be responsible or obliged to indemnify us for any injury, loss, damage, cost and expense caused by the negligence or wilful misconduct of the Council or by the breach by the Council of its obligations under this Agreement.

7 Dispute Resolution

- 7.1 We will both endeavour to resolve any disputes by discussion and agreement. If any dispute can not be resolved by the Providers' Representative and the Authorised Officer within five (5) working days, the matter shall be referred to more senior officers or managers representing both parties. If the dispute is not resolved within ten (10) working days, either party may refer the dispute to mediation in accordance with the current Model Mediation Procedure of the Centre for Effective Dispute Resolution (CEDR).
- 7.2 If a dispute is referred to CEDR the parties shall co-operate fully with any mediator appointed and will bear their own costs and one half of the fees and expenses of the mediation (unless a different agreement is reached in the mediation).
- 7.3 Neither party may start legal proceedings until the mediation is complete, abandoned or fails to resolve the dispute.

8 Termination

- 8.1 This Agreement will end on the completion of the Period of Appointment unless terminated early in accordance with Condition 8 or extended by agreement of both parties.
- 8.2 Either party may, following discussions with the other, terminate this Agreement, or part thereof, by one month's written notice if you have seriously failed to deliver the Services or are in material breach of this Agreement or if we have persistently failed to comply with our payment obligations in Condition 3;
- 8.3 The Council may by written notice having immediate effect terminate this

Agreement, or part thereof, if you:

- 8.3.1 suffer any distress or execution to be levied, commit an act of bankruptcy, make any composition or arrangement with creditors, have a receiver appointed or go into liquidation; or
 - 8.3.2 or any employee or any other person acting on your behalf has offered, given or agreed to give any gift or consideration of any kind as an inducement or reward for doing or not doing something or for showing favour or disfavour in relation to this or any other agreement with the Council; or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or shall have offered or given any fee or reward to any officer of the Council which if accepted is or would be an offence contrary to s.117 Local Government Act 1972 or any amendment or re-enactment thereof; or
 - 8.3.3 make any fraudulent claims.
- 8.4 The Council may terminate this Agreement, or part thereof, by giving you three months' written notice.
- 8.5 On the early termination of this Agreement, the Council will pay you a fair and reasonable proportion of the Fee for the Services which you have provided (less any amounts previously paid). If you have already received payment for Services which have not been provided, you will immediately repay those sums to the Council. Where this Agreement is terminated under Condition 8.2 or 8.3 the Council may claim from you any additional costs incurred by providing the Services ourselves or arranging for some one else to provide them.
- 8.6 The Council shall have no liability for any consequential loss incurred by you as a result of early termination of this Agreement under Clause 8.2 and 8.3. Where this contract is terminated by notice under Clause 8.4, you may submit a written claim, with such evidence as is reasonably necessary, to the Council for your reasonable direct costs of early termination. You are however under a duty to take all reasonable steps to mitigate any loss incurred.
- 8.7 On termination of this Agreement you will give to the Council all correspondence, documents, specifications, papers and property belonging to us that are in your possession.
- 8.8 Termination of this Agreement shall be without prejudice to either party's rights or remedies in respect of any default or breach of contract, which may have arisen prior to the date of termination.

9 Miscellaneous Provisions

- 9.1 **Assignment and Subcontracting** – You will not assign or sub-contract any of your obligations under this Agreement without the prior written agreement of the Council which will not be unreasonably withheld.
- 9.2 **Notices** - Any notice or other communication given under this Agreement shall be in writing and may be delivered or sent by first class prepaid post or to the address notified by either party for this purpose. Unless the contrary is proved, any such notice or communication shall be deemed to have been given to and received by the addressee:
- 9.2.1 if delivered, at the time it is left at the address of or handed to a representative of the party to be served;
- 9.2.2 if sent by post, 2 working days following the date of posting;
- 9.3 **Waiver and cumulative rights** - No failure or delay by either party to exercise any right, power, privilege or remedy under this Agreement shall operate as a waiver. All such rights, powers, privileges and remedies are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available at law or in equity.
- 9.4 **Whole contract** - This Agreement contains the full and complete understanding between the parties and supersedes all prior arrangements and understandings, whether written or oral, relating to the subject matter of this Agreement. It may not be varied except in writing, signed by both parties.
- 9.5 **Severance** - If any provision of this Agreement is declared by any judicial or other competent authority to be voidable illegal or otherwise unenforceable it shall not affect any other provision of this Agreement which shall remain in full force and effect.
- 9.6 **Continuation of obligations** - The provisions of clauses 5.3, 5.5, 5.6, 5.8, 5.9, 6, 8 and 9 of this Agreement shall continue in force notwithstanding the termination or expiry of this Agreement.
- 9.7 **Agency** – You are not and shall in no circumstances hold yourself out as being a servant or agent of the Council.
- 9.8 **Contracts (Rights of Third Parties) Act 1999** - Notwithstanding any other provisions of this Agreement nothing in this Agreement confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
- 9.9 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the courts of England.

Schedule One – Safeguarding Provisions

1. The Provider must ensure that any users of the services it provides and/or persons it deals with are safeguarded from any form of abuse or exploitation including physical, financial, psychological and sexual abuse, neglect, discriminatory abuse or self harm or inhuman or degrading treatment through deliberate intent, negligent acts or omissions or ignorance by staff members in accordance with written policies and procedures.
2. The Provider must ensure that all of its staff are aware of Southwark Safeguarding Adults Partnership's "Multi-agency policy for protecting adults.
3. The Provider must ensure that all staff undertake safeguarding adults basic awareness training as part of their induction and ongoing training appropriate to their level of responsibility that is comparable with Southwark's safeguarding Multi-agency policy. This should include active encouragement to staff in whistle blowing if aware of suspected abuse.
4. The Provider will have an internal policy for safeguarding adults that is substantially the same as Southwark's Partnership Multi-agency policy for protecting adults.
5. The Provider must ensure that all allegations, suspicions and incidents of abuse are reported immediately to the Authorised Officer.
6. The Council may require the Provider to remove any member of staff employed or used by the Provider for the performance of its obligations under this agreement. Such a request shall be in writing signed by the Authorised Officer. Before issuing such request, the Authorised Officer shall satisfy him/herself that the Provider has exhausted its internal investigations and disciplinary procedures.
7. The Provider must ensure that the organisation operates a rigorous recruitment and selection procedure that comply with Southwark Safeguarding Adults Partnership's guides to "Safeguarding Standards in Human Resources Management" and "Safer Disciplinary Decisions in Human Resources Management" and which meets the requirements of legislation, equal opportunities and anti discriminatory practice and ensures the protection of service users, carers and their relatives.
8. The selection and vetting of volunteers and staff should be rigorous and properly conducted in line with the national requirements for registered Providers. Providers that are not registered with CSCI would be expected to comply with National and Local standards. This should include the rigorous checking of CV's and references and making appropriate DBS and ISA checks.

9. The Provider shall have a designated person of sufficient seniority who is responsible for safeguarding adults. He/she should be an individual whose responsibility is to make sure that the policy is robust and implemented.
10. Services users, carers, relatives and representatives must be made aware that they have the right to complain using the Council complaints procedure (copies of which are available from the Authorised Officer on request) which should be easily understood and made accessible.

Section 6

Confidentiality Undertaking

CONFIDENTIALITY UNDERTAKING

(TO BE SIGNED BY TENDERERS)

TO: THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF SOUTHWARK of 160 Tooley Street, London SE1 2QH (the “Council”)

FROM: [●] of [●] (the “Tenderer”)

Whereas:

- A) The Council is conducting a tendering process for the procurement of a contract for the provision of prepaid card services (the “Proposed Contract”);
 - B) The Council intends to provide and/or has provided certain documents and information relating to the Proposed Contract (a non-exhaustive list of which is set out in the Schedule hereto) (the “Documents”) to the Tenderer so that the Tenderer may consider such Documents in connection with the submission of a tender for the Proposed Contract;
 - C) The Documents contain certain confidential information to which the Tenderer will have access (“the Confidential Information”);
 - D) The Documents are or will be provided to the Tenderer, subject in all respects to the provisions of this Confidentiality Undertaking.
1. The Tenderer hereby undertakes to the Council in consideration of our participation in the tender process for the Proposed Contract and the sum of one peppercorn receipt of which is hereby acknowledged that:
- (a) the Tenderer will hold the Confidential Information in the strictest confidence;
 - (b) the Tenderer will use the Confidential Information only for the purpose of preparing a tender for the Proposed Contract;
 - (c) the Tenderer will not disclose the Confidential Information to any third party (including without limitation to any agent, professional adviser or associated company) or to any employee other than third parties or employees who need to have access to the Confidential Information to prepare our Tender;
 - (d) in relation to those third parties or employees who are given access to this Confidential Information, the Tenderer will ensure that they keep the Confidential Information confidential and are bound by a personal undertaking to the Council on the same terms;
 - (e) the Tenderer will not copy or reproduce the Confidential Information in any way; and
 - (f) the Tenderer will not directly or indirectly use the Confidential Information for any reason or divulge it without the Council’s prior written consent to any person, firm, company or other organisation save where we can show that the Confidential Information (or the relevant part thereof) has already come into the public domain or we are required to disclose the Confidential Information (or relevant part thereof) by law.

2. The Tenderer agrees that any breach of this undertaking by us or any third party or employee to whom we release Confidential Information may result in legal proceedings being commenced against us including a claim for the recovery of any losses or damages incurred by the Council as a result of that breach. The Tenderer shall in this respect be liable for and shall fully indemnify and keep indemnified the Council against all liabilities, damages, costs, losses, claims, demands and proceedings arising from or in connection with any breach of this Confidentiality Undertaking, however arising by us or any third party or employee in connection with the Confidential Information.
3. The Tenderer agrees that this Confidentiality Undertaking shall be subject to English Law and we hereby agree to submit to the exclusive jurisdiction of the English Courts.

Dated 20[●]

Signed by a person who is duly authorised on behalf of the Tenderer:¹

Full name of signatory:

Position held by signatory:

Address:

¹ If a consortium is tendering, each member of the consortium should sign a confidentiality undertaking.

SCHEDULE

CONFIDENTIAL INFORMATION

Confidential Information shall include but not be limited to:

- (1) The Tender Documents including without limitation the Tender Invitation and Instructions, the General Terms and Conditions and Specific Terms, the Pricing Schedule including the Specification, the Response Pack, any amendments or additions to the Tender Documents, any replies to any queries from Tenderers circulated by the Council during the Tender Period, and any other documentation released by the Council before the Contract is awarded.
- (2) Details of any discussions with the Council, its officers or advisers in connection with the Tender Documents and any information that might be obtained by the Tenderer through observation at meetings, interviews, presentations, site reference visits or as the Council, its officers or advisers may provide to me whether orally or in a written, electronic, physical or visual form regarding the Tender, the Tender Documents, the Services, the Project or the Contract.

Section 7

Form of Tender

FORM OF TENDER

To the Mayor and Burgesses of the London Borough of Southwark (the "Council").

Having examined and understood the Instructions for Tendering, the Terms and Conditions of Contract and the Specification and any other documentation issued in connection with the provision of prepaid card services.

We _____ (name)

offer to carry out the Services in accordance with the Instructions for Tendering, the Terms and Conditions of Contract and the Specification for the rates and fees appended to this Form of Tender and we attach supporting documentation and a detailed breakdown.

In consideration of being invited to submit this Tender, we agree that the offer set out in this Tender is an unconditional and irrevocable offer by us which is capable of being accepted by you. Unless and until a formal agreement is executed, this Tender together with your written acceptance shall constitute a binding contract between us.

We undertake to keep this offer open for acceptance as for 180 days from the date of submission.

We warrant and undertake to you that:

1. we have not acted improperly and have complied in all respects with the Instructions for Tendering;
2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by us or our employees or officers in connection with or arising out of the Tender are true, complete and accurate in all respects;
3. we have made our own investigations and research and have satisfied ourselves in respect of all matters relating to the Tender, Terms and Conditions of Contract and Specification and have not delivered the Form of Tender and will not have entered into the contract in reliance on any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the Council;
4. we have full power and authority to enter into the contract and perform the Services and will if requested produce evidence of that to the Council;
5. we are of sound financial standing and our officers and employees are not aware of any circumstances (other than as may be disclosed in the audited accounts or other financial statements submitted) which may adversely affect our financial standing in the future;
6. we have and will have sufficient working capital, skilled employees, equipment, machinery and other resources available to us to perform the Services in accordance with the Contract; and

7. we have obtained all necessary consents, licences and permissions to enable us to perform the Services and will throughout the Term of the contract obtain and maintain all further and other necessary consents, licences and permissions to enable us to perform the Services.

Dated

Where the Tenderer is an individual

Signature

Name

Address

Where the Tenderer is a partnership

Signature (1)

Authorised Partner

Signature (2)

Authorised Partner

for and on behalf of:

Name of partnership

Address

Where the Tenderer is a company

Signature (1)

Director

Signature (2)

Director/Company Secretary

For an on behalf of:

Name of Company

Address

APPENDIX A – Proposal and Costs Breakdown

Section 8

Method Statement Questions

METHOD STATEMENT QUESTIONS

You must provide a method statement for all 5 sections.

Each method statement must not exceed 4 sides of A4 size paper, using Arial font, size 11.

Screenshots do not contribute to this limit, and Tenderers can provide as many screenshots as necessary.

Any other part of the response in excess of the page allowance will be disregarded.

You are encouraged to be concise. To ensure all submissions are judged equally, please do not provide any other information to qualify your response.

QUESTIONS

Section 1:

Please demonstrate that you have the experience, knowledge and ability to deliver a prepaid cards services contract. Your answer should include:

- Any contracts for a similar service in the past 3 years, including annual values
- Details of any service developments or improvements you implemented during the life of the contracts

Section 2:

Please demonstrate that you have a web-system that will enable the Council to manage prepaid cards efficiently and carry out all necessary transactions and reporting. Please include screenshots with your answer. Your answer should include:

- Any planned service improvements or developments

Section 3:

Please demonstrate how cardholders can easily access information about their account. Please include screenshots with your answer.

Your answer should include:

- The usual times support is available to cardholders
- How cardholders can notify you of the loss of cards and/ or suspend their cards

Section 4:

Please set out your proposed arrangements for providing accessible and responsive training and support to the Council.

Your answer should include:

- Details of any support materials that will be available to Council staff
- Your implementation plan for providing training (initial requirement of four half day sessions for up to 10 people each session)
- The roles and restrictions within the system (e.g. Super User functions)

Section 5:

Please demonstrate how you will ensure the safety of the cardholders information and protect against and manage fraud

Your answer should include:

- Speed of response to suspension or cancellation requests (Council and cardholders)
- How you identify potentially fraudulent activity (and speed of notification to the Council)
- How you investigate fraudulent activity and who bears the cost of any fraudulent transactions

Section 9

Pricing Schedule

PRICING SCHEDULE

The Contractor's Tender sum will be calculated using the following selected costs from Band A of the pricing schedule

Setup costs (if applicable)

- Setup fee
- Training fee
- Online monitoring fee

Instant issue card fees (if applicable)

- Card issuance fee
- Card loading fee
- Card cancellation fee

Reloadable card fees (if applicable)

- Card issuance fee
- Account management fee
- Card loading fee
- Lost card fee
- Cancelled account/card fee
- Fee for recovering funds from a card

The following assumptions will be made:

- The council will require four half day training sessions for up to 10 people per session during the initiation of the contract. Any further training to be supplied at the price listed on the pricing schedule.
- The council will initially need to issue 1,500 instant issue cards and additional 600 each subsequent year of the contract
- The council will have to make one payment on these instant issue cards before cancelling them
- The council will initially need to issue 2,000 reloadable cards and an additional 600 each subsequent year of the contract
- The Council will need to load each card an average of 3 times a month during the contract
- 15% of reloadable cards (300 cards) will incur a lost card fee during the contract
- 25% of reloadable accounts/cards (500) will incur a cancellation fee during the contract

These costs will be added together to form an indicative total cost for the initial five years of the Contract.

Any other costs on the pricing schedule will be disregarded for the purposes of scoring the price.

Programme Fees

Item	Amount	Frequency
Setup fee		
Training fee		
Online monitoring fee		
Additional half day training sessions for up to 10 people		

Instant issue card fees

Item	BAND A Up to 1,500 cards		BAND B 1,501-2,000 cards		BAND C 2,001-2,500 cards	
	Amount	Frequency	Amount	Frequency	Amount	Frequency
Card issuance fee						
Card loading fee						
ATM balance enquiry fee						
ATM withdrawal fee (UK)						
Chip & Pin Transaction fee						
Unsuccessful transaction fee						
Cashback fee (if available)						
Faster Payments fee						
ATM blocking fee						
Merchant blocking fee						
Lost card replacement fee						
Card cancellation fee						
Fee for recovering funds from a card						

Reloadable card fees

Item	BAND A Up to 2,000 cards		BAND B 2,001-2,500 cards		BAND C 2,501-3,000 cards	
	Amount	Frequency	Amount	Frequency	Amount	Frequency
Card issuance fee						
Account management fee						
Postage fee						
Card loading fee						
ATM balance enquiry fee						
ATM withdrawal fee (UK)						
Transaction fee						
Unsuccessful transaction fee						
Direct Debit/Standing Order transaction fee						
Cashback fee						
Faster Payments fee						
ATM blocking fee						
Merchant blocking fee						
Lost card replacement fee						
Cancelled account/card fee						
Fee for recovering funds from a card						

Please add additional fees to the table as necessary.

Section 10

Checklist of documents to be returned

In compliance with the requirements set out in the ITT, I confirm that I have:

1. Read and fully understood the requirements.
2. Complied with the specific requirements set out in the ITT documents.
3. Completed and enclose the following documents:

Tender Documents to be completed and returned		
No	Document	YES/NO
1.	Form of Tender – original – sum included, signed and dated	
2.	Confidentiality Undertaking – signed	
3.	Other documents your firm's proposal should include:	
	Method Statements response to Questions	
	Statement of skills, expertise, services and resources	
	Details of quality assurance systems, internal policies, procedures and health and safety at work record for past 3 years	
	A copy of the training manual for the web-based system to be used by the Council	
	Details of insurance arrangements your firm proposes to put in place	
	Proposals to sub-contract	
	3 references from organisations with a recent direct knowledge of your firm's work	
	Copies of your firm's last 3 years audited accounts (if a company) and statements of annual work force, overall turnover and turnover in respect of the services being tendered for the past 3 financial years	
4.	Pricing Schedule completed	
5.	Tender Return Label (attached to envelope)	

Signed: _____

Name of Tenderer: _____

Date: _____

Section 11

Tender Return Label

TENDER

TO BE OPENED BY ADDRESSEE **ONLY**

Peta Smith
Children's and Adults' Services
Southwark Council
160 Tooley Street
London
SE1 2QH

(Loading Bay to the side of building, Barnham St)

TENDER FOR: PREPAID ACCOUNTS

**DEPARTMENT: COMMISSIONING UNIT, CHILDREN'S AND
ADULTS' SERVICES**

**THIS TENDER WILL NOT BE CONSIDERED UNLESS DELIVERED
BY 1 p.m. on Friday 24 June 2016**

**THE ENVELOPE CONTAINING YOUR TENDER MUST NOT BEAR
ANY NAME OR MARK IDENTIFYING THE COMPANY SUBMITTING
THE TENDER**