# Social Work England

# Invitation to Tender

for the

# Provision of Fitness to Practice Training, Coaching and Support Services

# Reference – Social Work England SWE00338

Closing date for submission of tender:

Monday 23rd November 2020 at 12:00

CONTENTS

This document is in two parts:

Part A is the invitation to tender and provides all the background information, a description of what is required, and an overview and instructions for the completion and submission of the tender document.

Part B is the tender submission document, this should be completed in full and returned in advance of the deadline in accordance with the instructions given.

**Part A**

1. Background

# Social Work England was established under The Children and Social Work Act 2017 (the Act) and is the new, specialist regulator for Social Workers in England. We are a Non-Departmental Public Body.

* 1. Social Work England regulates the social work profession by:
     1. Setting standards of practice and conduct in social work;
     2. Assuring the quality of social work education;
     3. Registering qualified Social Workers;
     4. Ensuring Social Workers keep their skills and knowledge up to date; and
     5. Investigating concerns raised about Social Workers.
  2. The Social Workers Regulations 2018[[1]](#footnote-2) (‘the Regulations’) set out the arrangements for the registration of Social Workers, their education and training and for dealing with concerns raised about Social Workers’ fitness to practise. Our rules set out what people can expect from us across appointments, registration, education and training, and fitness to practise. They provide the detail of how we regulate social workers across England.
  3. Social Work England took over from the Health and Care Professions Council (HCPC) as the new social work regulator on 2 December 2019. This included the referral of all fitness to practise investigations that were ongoing on 2 December 2019.
  4. The Regulations contain a broader range of powers of accepted disposal at the case examiner stage, which reflect the wider regulatory reform agenda. The successful bidder will have a unique opportunity to gain operational insights into this new regulatory framework.

1. Aims

Social Work England is looking to procure a service provider who will add value and can work in partnership to design and deliver training, coaching and fitness to practise support services predominately to Social Work England’s investigations team but also to other members of staff across our fitness to practise directorate, as required.

1. Objectives
   1. The service provider will work with Social Work England for 3 days per week for a period of 6 months with an option to extend for a further 6 months as set out in 4.1 below. The provider will commence the delivery of training in December 2020.
   2. Specific deliverables required are to:
      1. Design and deliver a number of robust fitness to practise and investigative practise training sessions for new and existing members of the investigations team in the period December 2020 to May 2021. Training programmes should meet all the main aims and outcomes which are set out within the Service Requirements section (5).
      2. Provide ongoing coaching support to new and existing members of the investigations team (and, in particular, to our team of lead investigators) to develop knowledge and skills in relation to investigations and fitness to practise.
      3. Support the review of existing guidance documents across the fitness to practise directorate, ensuring they reflect best practice, current caselaw and are compliant with all relevant legal requirements.
      4. Provide additional capacity within the investigations team as required to ensure fitness to practise investigations progress in accordance with quality and timeliness indicators.
      5. Provide ad hoc training to the wider fitness to practise directorate as required.
      6. To ensure sustainability of programme delivery for further cohorts, by providing train the trainer shadowing, detailed course delivery guidance and transfer of ownership of course materials to identified members of the team as required.

# The training referred to at 2 may include (but is not limited to):

* + 1. An introduction to key principles in fitness to practise, including Social Work England’s regulatory framework
    2. Investigation planning and risk assessment
    3. Interim orders
    4. Types of evidence, best evidence and taking witness statement
    5. Disclosure and redaction
  1. The coaching referred to at 2 may include (but is not limited to):
     1. Supporting lead investigators with the review and quality assurance of investigation plans, risk assessments, investigation reports and bundles and the review of interim order referrals.
     2. Providing expert fitness to practise coaching support to the investigation’s manager and the wider investigations team as required.

1. Duration
   1. It is envisaged that the contract will initially run for a period of six (6 months) from late November/early December 2020 to May 2021, subject to satisfactory review of key performance indicators and service levels (to be agreed at contract award). We reserve the right to extend the contract after the initial six (6) month period, by up to a further six (6) months.
   2. Any possible extension will be based upon the Potential Provider’s overall performance during the initial term, including factors such as: the quality of services delivered, delivery against identified key performance indicators (KPIs) and value for money (VFM) principles. Social Work England will endeavour to begin discussions in respect to the option to extend at least one (1) month prior to the contract expiry date.
2. Service requirements
   1. The successful provider will be expected to work in collaboration with Social Work England in designing and delivering the aims and objectives set out above. The successful provider:
      1. will provide and develop an overarching training design plan to be signed off by Social Work England prior to the delivery of the training;
   2. All training will be held online initially and/or at our offices in Sheffield (if possible due to Covid 19 restrictions).
   3. It is vital that the training aligns with the expected learning outcomes that Social Work England have identified. Overall, the training/coaching needs to ensure the investigations team:
      1. understand Social Work England’s Legal Framework as set out in the Regulations and Rules and have a robust understanding of the parts that are applicable to them;
      2. are aware of and understand case law that is applicable to them;
      3. understand the wider principals of law, procedure and good practice which underpin their roles;
      4. understand, identify and appropriately manage risk;
      5. understand the scope of their roles and how their work connects with Social Work England’s statutory decision makers.
   4. The successful training provider will need to design and produce training materials, ensuring that the delivery of each training programme results in **all** the learning outcomes (detailed above) being met. Bidders should note that the design and delivery of training should consider the application of [[2]](#footnote-3)Social Work England’s Regulations, Rules, Standards, and Policies (available on our website).
   5. All training and assessment materials will need to be submitted to Social Work England for sign-off in advance of delivery. Deadlines for presentation to obtain sign-off will be agreed during the contract award stage.
   6. The successful training provider will be expected to attend regular management review/update meetings (face to face/online as appropriate) with the Contract Manager(s) from Social Work England to provide an update on progress.
   7. The provider awarded the contract should be appraised of and agree to the proposed terms and conditions (section 8) provided regarding Intellectual Property rights(IPR), in that Social Work England will own all IPR for all materials developed and delivered under the contract.
3. Procurement

### Best Practice Criteria

* 1. Social Work England has an agreed a set of best practice principles in relation to this tender. These principles provide a framework to ensure that we act in an ethically and commercially responsible way in our contractual arrangements. Adhering to these principles is an integral part of the procurement process for Social Work England.
  2. Social Work England will:
     1. encourage local employment and enterprise to create and maintain local job opportunities and training;
     2. seek value for money and the minimisation of risk;
     3. harness the capability, diversity and innovation of our service provider to add value to our operational effectiveness and efficiency;
     4. adhere to a procurement process which is equitable, lawful and compliant with regulations;
     5. seek to be easy to do business with, in order to minimise costs, risks and time;
     6. ensure the confidentiality of information entrusted to us while working with service providers who also respect this practice; and,
     7. permit hospitality only to an extent that it cannot be perceived as an inducement.

# Instructions to Tenderers

* 1. We are using this ITT to procure the expertise of the Potential Provider, to work in collaboration with us to deliver a training, coaching and fitness to practise support services. This procurement activity is being conducted via this ITT. A notice will be posted on Contracts Finder, and all Potential Provider’s will be expected to submit a tender submission in line with the instructions provided within this document. A desktop evaluation will be completed upon the receipt of tenders in order to award the proposed contract. Social Work England will further reserve the right to interview the Potential Providers following the completion of desktop evaluation, as part of the tender process.
  2. All tenders received that are compliant (submitted in accordance with the tendering instructions) will be evaluated based on the evaluation criteria set out below.
  3. Tenders should be prepared and submitted using part B of this document below.
  4. Tenders will be evaluated, and bids scored.
  5. The contract will be awarded against the total overall score and will be based on the most economically advantageous tender (a mixture of quality and price). Potential Providers will only be notified on the outcome of tender process following the completion of the evaluation stage.
  6. The following indicative timetable is provided for Potential Providers benefit. Please be aware that these are indicative timescales (except for the deadlines in bold) and may be subject to change at our absolute discretion.

| **ACTIVITY** | **EXPECTED DATE** |
| --- | --- |
| **ITT Launch** | **Monday 9th November 2020** |
| **Submission deadline for clarification questions** | **Wednesday 18th November 2020 at 17:00** |
| **Response deadline for clarification questions** | **Friday 20th November 2020 at 12:00** |
| **ITT closing date (Tender Submission Deadline)** | **Monday 23rd November 2020 at 12:00** |
| Desktop Evaluation | 24th November – 25th November 2020 |
| Contract Award | 27th November 2020 |
| Contract Commencement | 1st December 2020 (or to be agreed with the successful bidder). |

* 1. Potential providers may raise questions or seek clarification regarding any aspect of this ITT at any point prior to the submission deadline. All clarification questions in relation to this ITT should be submitted via email to [commercial.team@socialworkengland.org.uk](mailto:commercial.team@socialworkengland.org.uk). Any questions posted after submission deadline for clarification questions will not receive a response. Social Work England will commit to provide responses to all clarification questions submitted in line with the response deadline highlighted. To ensure that all potential providers have equal access to information regarding this ITT, Social Work England will publish all its responses to questions raised by potential providers on an anonymous basis.

1. Completing the Invitation to Tender
   1. To enable evaluating staff to assess fully the tenderer’s suitability to provide the services, all the information requested in this ITT must be provided. Failure to complete the tender submission in full or failure to provide any of the documents requested may result in your tender being rejected. Questions should be answered as instructed:
      1. please answer every question;
      2. questions must be answered in English; and,
      3. when posed with Yes/No questions, please either circle your answer or delete as applicable.
   2. All other questions will require you to input text or numbers, or to tick boxes.
   3. Any figures requested should be stated in full (i.e. £4,000 not £4k) and in GBP.
   4. If the question does not apply to you, please write N/A. If you don’t know the answer, please write N/K.
   5. Only the information contained within this ITT or otherwise communicated in writing by Social Work England to the tenderer should be considered when submitting your tender.
   6. Any information and/or documents submitted on or with this tender must relate to ‘the tenderer’ only – ‘the tenderer’ being the organisation which it is proposed will enter into a formal contract should their tender be successful. (All responses and submissions provided by the tenderer will form part of that contract). Where required, Social Work England may seek further clarification from the tenderer following submission of a completed bid pack.
2. Format of Tender Submission
   1. Tenderers are required to complete all the documentation listed below. You may complete the documentation electronically but must not make any changes to the structure and/or order of the document provided (except as necessary to accommodate your responses, i.e. enlarging response boxes etc.). Please do not undertake any substantive changes to formatting, or add appendices instead of completing the tables provided, and so on, except when expressly requested or when necessary to properly present your offer.
   2. You should complete and submit all schedules in Part B of this document, namely:
      1. company details and general information;
      2. response to specification (method statements);
      3. pricing schedule;
      4. freedom of information exclusion schedule; and the
      5. tendering declaration.
   3. The declaration must be signed by a director, partner or other senior authorised representative in her/his own name and on behalf of the organisation. The details contained in each tenderer’s response may be specified in any contract or may form an appendix thereof.  Tenderers should therefore make sure that their responses are authorised at an appropriate level which would enable them, should they be successful, to become the subject of a binding contract.
3. Submitting your Tender

10.1. An electronic copy of your completed tender submission (Part B of this document) and all associated documentation should be submitted via email to:

commercial.team@socialworkengland.org.uk prior to the Tender Submission Deadline. The tender submission should contain the subject line title ‘Tender Submission (\*Your Organisations Name\*) – Commission to Design, Deliver Training, Coaching and FTP support services’.

10.2. We must receive all tender submissions before the Tender Submission Deadline. Any submission received on or after the Tender Submission Deadline may be rejected to ensure that all potential providers are treated fairly. It is the sole responsibility of Potential Providers to ensure that their tender submission reaches us by the stipulated deadline. The decision whether to reject a tender submission is made entirely at our discretion.

10.3. A tender submission must remain valid and capable of acceptance by Social Work England for a period of 60 working days following the Tender Submission Deadline. A tender with a shorter validity period may be rejected.

1. Conditions of Tender
   1. In submitting a response to this ITT, tenderers do so on the conditions set out below. In the event of any breach of the conditions Social Work England shall be entitled to terminate any arrangement made as a result of such tender and to claim damages accordingly.
   2. Social Work England does not intend for either the beginning or conclusion of this service to amount to a “service provision change” as defined in Regulation 3(1)(b) of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE

### Warnings and Disclaimers

11.3 The information supplied by us (whether in this document or otherwise) is supplied for general guidance in the preparation of tenders. Potential Providers must satisfy themselves by their own investigations about the accuracy of such information. We cannot accept responsibility for any inaccurate information obtained by Potential Providers.

### Tenderer Conduct and Conflicts of Interest

11.4. Potential Providers must not directly or indirectly canvass any employee (including temporary appointments), board member or any other related associate of Social Work England regarding this ITT, or attempt to procure any information from the same regarding the ITT (except as authorised by this ITT for the purpose of asking genuine questions about the process or the resulting contract). Any attempt to do so may result in the Potential Provider’s disqualification from the tender process.

11.5. Potential Providers must also not (and shall ensure that their subcontractors, advisors or companies within their Group do not):

11.5.1. communicate with any person other than Social Work England’s Commercial Team about the value, prices or rates set out in the tender submission, except where the disclosure (in confidence) of the approximate value is necessary to obtain insurance cover;

11.5.2. fix or adjust any element of the tender submission by agreement or arrangement with any other person;

11.5.3. enter into any agreement or arrangement with any other person, so that person refrains from making a tender submission;

11.5.4. share, permit or disclose access to any information relating to this ITT with any other person;

11.5.5. offer any inducement, fee or reward directly or indirectly to any employee (including temporary appointments), board member or any other related associate of Social Work England in order to influence the outcome of this ITT; and

11.5.6. do anything which would constitute a breach of the Bribery Act 2010.

11.6. Potential Providers (their subcontractors, advisors or companies within their Group) are also responsible for ensuring that no conflicts of interest exist between any per-son directly or indirectly involved in the submission of the tender or delivery of the services, and any employee (including temporary appointments), board member or any other related associate of Social Work England. Any potential provider who fails to comply with this requirement may be disqualified from the further competition process at our absolute discretion.

### Tenderer’s Responsibility to Submit a Complete Tender

11.7. It is the Potential Providers responsibility to ensure that their submitted tender is complete, prepared and submitted in accordance with the instructions contained herein, and signed and dated where required. We are not obliged to consider any tender which is incomplete or not prepared or submitted in accordance with such instructions, but at our sole discretion we may offer a Potential Provider who submits such a tender, the opportunity to remedy the omission before the evaluation stage of the tender commence (provided that in our judgement this does not adversely affect the integrity and fairness of the tender exercise).

### Bid Costs

11.8. Potential Providers agree and acknowledge that we will not be liable for any costs, expenditure, work, or effort incurred in association with submitting a tender in accordance with this ITT. This will include if any stage of the procurement process is delayed, withdrawn/terminated, or amended by Social Work England.

1. Social Work England’s Rights

12.1. We reserve the right to:

12.1.1. seek additional information or clarification from Potential Providers at any time during the tender process;

12.1.2. conduct an interview process following the initial desktop evaluation, as re-quired, and at our absolute sole discretion;

12.1.3. choose not to invite any Potential Provider to the interview stage, if their score is equal to or lower than 60% at desktop evaluation;

12.1.4. disqualify any Potential Provider whose tender submission is deemed non-compliant in accordance with the instructions given in this ITT;

12.1.5. disqualify any Potential Provider that is guilty of serious misrepresentation in relation to its tender submission (or any part of the overall procurement process);

12.1.6. amend, clarify, add to, or withdraw all or any part of this ITT at any time, and to re-invite Potential Providers to re-submit bids on the same or any other alternative basis;

12.1.7. choose not to award any contract for some or all of the goods and/or ser-vices (as applicable) for which Potential Providers are invited;

12.1.8. to cancel all or part of the further competition at any stage at any time (without the award of contract or re-invitation of tender); and

12.1.9. retain copies of all tender submissions (for a period of 7 years) to satisfy its audit and data retention/handling obligations.

1. Confidentiality and Freedom of Information Act
   1. This ITT is made available on condition that its contents (including the fact that the potential provider has received this ITT) is kept confidential by the Potential Provider and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Potential Provider to submit a tender.
   2. As a public body, we are subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.
   3. We will treat all Potential Providers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.
   4. Whilst we aim to consult with third-party providers of information before it is disclosed, we cannot guarantee that this will be done. Therefore, Potential Providers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to us in the Freedom of Information Exclusion Schedule provided in the tender submission document (Part B of this document).
   5. Potential Providers should be aware that, in compliance with our public procurement and contracting transparency obligations, we may publish details of any contract resulting from this ITT on our website and the Contracts Finder portal. We will make best efforts to redact the contract as to not include any of the Potential Providers confidential/commercial sensitive information, how-ever, the final version of the published contract shall be at our absolutely discretion

### Publicity

* 1. No publicity regarding the contract or the award of any contract will be permitted unless and certainly until we have given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any tender, its contents or any proposals relating to it without our prior written consent.

1. Evaluation of Invitation to Tender

14.1 Potential Providers tender submissions will be evaluated on the basis of 70% response to non-price (quality) questions and 30% response to price questions. The evaluation will be based on the Potential Provider’s response to the requirement detailed within this ITT and consideration of the following criteria:

* + 1. understanding of our needs and the specific requirements of this contract;
    2. evidence of the Potential Provider’s ability to comprehend and communicate key information with clarity and understanding;
    3. evidence of the Potential Provider’s experience in advising and supporting public bodies and SMEs;
    4. evidence of the Potential Provider’s ability to work collaboratively with us to achieve a desired outcome;
    5. evidence of the Potential Provider’s ability to provide expertise in relation to the development of design and deliver training, coaching and fitness to practise support services;
    6. evidence of the Potential Provider’s commitment to corporate social responsibility and equality, diversity and inclusion; and
    7. the ability to work to strict deadlines.
  1. All compliant tender submissions received will be evaluated by officers of Social Work England (as appropriate). This evaluation panel will consist of between 3-6 individuals.
  2. In order to be transparent, and to ensure that Potential Providers fully understand how their tender submission will be evaluated, full details of the evaluation process are described below. The following price and quality weightings will be used to determine the most economically advantageous tender:
     1. Non-Price (quality) represents 70%
     2. Price represents 30%
  3. NOTE: Failure by Potential Providers to comply with these instructions may invalidate their bid.
  4. Potential Providers will be asked to provide a response to the following sections within the tender submission document (Part B of this document).

| **Section** | **Total Score Available** |
| --- | --- |
| Company Details | Information Only |
| Compliance with Specification | Pass / Fail |
| Non-Price Questions | 70 points |
| Price Questions | 30 Points |

* 1. Please note that the ‘Compliance with Specification’ section will be assessed on a Pass/Fail basis. If a Potential Providers cannot or is unwilling to comply with the specification, their tender submission will be deemed as non-compliant and will be excluded from further consideration.
  2. When completing the response to questions, Potential Providers must make sure that they answer what is being asked. Anything that is not directly relevant to the question should not be included, but wherever possible Potential Providers should demonstrate how they will go further than what is being asked for, to add value. When requested, appendices can be provided to provide further supporting evidence within the Potential Provider’s response.
  3. Potential Providers should also make sure that their answers inform not just what they will do, but how they will do it, and what their proposed timescales are (as relevant). It is useful to give examples or provide evidence to support your responses.
  4. Potential Providers are encouraged to use the full word count allowance to answer each question as fully as possible. The purpose should be to include as much relevant detail as required, so that the evaluation panel gets the fullest possible picture.
  5. Each tender submission will be evaluated by the panel individually, with each question response evaluated one by one in order. When scoring each answer, no consideration is given to information included in other answers so Potential Providers must not cross reference across responses or provide supporting information in their tender submission unless expressly requested. Once the evaluation panel have evaluated all tender submissions individually, the panel will come together to agree on a cumulative score.
  6. If deemed to be required, Potential Providers may be called for interview and will be asked to provide further information/evidence alongside a series of additional questions as part of the interview process. Interviews will be evaluated, with this additional score being combined with the score from the initial desktop evaluation to provide a total overall score and enable Social Work England to award a contract.

1. Scoring
   1. Method statements/non-price (quality) responses will be scored on a scale of 0 to 4 points, as detailed in the table below:

| **In the evaluating officers’ reasoned opinion, the response provided is a(n):** | | **Points available** |
| --- | --- | --- |
| 0 | **Unacceptable Response.** No response, response not relevant or question not answered. | 0 points. |
| 1 | **Poor Response.** The response is partially compliant, but with serious deficiencies in meeting service requirements (any supporting evidence is minimal). | 25% of points available. |
| 2 | **Fair Response.** The response is compliant (some evidence may be provided which supports compliant elements) with shortfalls in meeting service requirements. Any concerns are of a minor nature. | 50% of points available. |
| 3 | **Good Response.** The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met. | 75% of points available. |
| 4 | **Excellent Response.** The response is compliant and offers relevant detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements. | 100% of points available. |

1. Please note that scoring ‘0’ for any one or more method statements will give grounds for excluding the tender from further consideration. For any tenders that are deemed excludable on this basis, that tenderer’s price shall automatically be excluded from the ‘price’ evaluation.

### Response to non-price (quality) questions

15.3. Potential Providers must provide answers in response to the non-price (quality) questions below, to describe how they will meet the requirements of the contract. There are six (6) questions in total. Each question has been weighted to highlight the relative importance, with the number of points available shown in the table below.

15.4. Potential Providers are required to respond to all the questions below. Questions should be answered in full on the template provided in Part B of this document.

15.5. For each question, there is a maximum word limit. Potential Providers must not alter/amend the tender submission document (Part B of this document), other than to adjust the size of each ‘response’ box in order to accommodate their response, as necessary. Where appendices have been requested, Potential Providers are encouraged to attach as part of their tender submission to provide further supporting evidence.

| **Ref** | **Method Statement Questions** | **Look Fors** | **Weighting** |
| --- | --- | --- | --- |
| Q1 | What experience do you have of delivering bespoke training in regulatory law and  Fitness to Practise processes?    *A maximum number of 750 words should be submitted for this section.* | * Evidence of experience and knowledge in the relevant field and/or sector. * Evidence of successful delivery of a comparable training programme. * Knowledge of relevant case law and principles. * Evidence of delivering training and meeting learning outcomes. | 15 Points |
| Q2 | How would you ensure successful collaboration with Social Work England to guarantee that all the training materials provided are appropriate and meet learning objectives?  *A maximum number of 750 words should be submitted for this section.*  *Example materials should be submitted as an appendix.* | * Examples of collaboration to achieve successful delivery of training programmes. * Experience of engaging with a supplier to agree and sign-off delivery methods appropriate to the overall learning outcomes identified. * Evidence of appropriate materials that could be used in training delivery models. | 15 Points |
| Q3 | Please describe how you aim to use a variety of presentation and training techniques in the delivery of your plan?  *A maximum number of 500 words should be submitted for this section.* | * Logical plan for preparation and delivery. * Use of a variety of presentation and training techniques. * Evidence of training plans being formed to consider the learning outcomes and role descriptions identified. * Evidence of preparing and delivering through a blended learning approach. | 10 Points |
| Q4 | What quality assurance frameworks will you use in the design and delivery of the training programme to ensure that the training meets the learning objectives?  *A maximum number of 500 words should be submitted for this section.* | * Knowledge of required learning outcomes for investigators. * Evidence of designing quality assurance frameworks in training context. * Process for providing continuous feedback throughout delivery, to identify individual knowledge gaps and solutions for identification of development areas. | 10 Points |
| Q5 | Please provide details of your previous experience of providing a quality coaching service, giving examples as appropriate. Please give details of how you will ensure any activities will promote quality service delivery, support for the individual and serve as the basis for further professional development.  A maximum number of 500 words should be submitted for this section. | * Details of previous coaching experience * Demonstration that the customer is a part of the creation of the service and how design then builds upon that philosophy * Understanding of the principles of a quality coaching service. | 10 Points |
| Q6 | What experience do you have of drafting fitness to practise policy and guidance documents?  *A maximum number of 500 words should be submitted for this section.* | * Evidence of previous transferrable experience * Experience of drafting and reviewing documents to ensure compliance with relevant best practice, current caselaw and compliance with relevant legal requirements * Experience of ensuring documents are accessible to a range of audiences | 10 points |

1. Response to Prices
   1. Price carries 30% of the overall score. Questions for prices are weighted with the number of points available shown in the table below.
   2. Price responses to Question 1 below will be evaluated/scored on a comparison basis between the range of day rates proposed by bidders. For example, if we received the following day rates:

Bidder A day rate is 100

Bidder B day rate is 120

Bidder C day rate is 150

Therefore, as bidder A is the cheapest it attracts the full 25 points available.

Bidder B score is made based on the lowest bid (100) divided by their bid cost (120) which equals 0.833 then multiply that by the total marks available (25) which gives a total score of 21 (rounded up to nearest whole number).

On that basis bidder C will score 17.

Responses to Question 2 will be scored on a 0-4 basis as outlined at 15.1 above.

* 1. Prices included in the tender submission should be **net** costs (excluding VAT). Associated VAT costs should be shown separately as part of your tender submission.
  2. Tenderers are required to respond to all the price questions below. Questions should be answered in full on the template provided.

| **Ref** | **Price Questions** | **Look Fors** | **Weighting** |
| --- | --- | --- | --- |
| Q1 | Please provide a day rate for the delivery of the services as described in the statement of requirements.  Please note that the day rate submitted should include all travel to work type expenses.  If the supplier is required, during the duration of the contract to work at other locations, then all travel costs will be reimbursed in accordance with SWE’s Travel, Subsistence and Expenses policy. | * Cost of the day rate in comparison to other bidders. | 25 points |
| Q2 | How would you seek to manage the risk of unexpected delays and/or changes in training schedules/coaching requirements, and its impact on additional costs?  *A maximum number of 500 words should be submitted for this section.* | * Provides experience of adapting to changing requirements without significant impact on cost. | 1. points |

Moderation of Scores

* 1. The evaluation panel will be made up of officers from Social Work England. An appropriate representative will separately evaluate all the method statements submitted by tenderers’ and will subsequently meet with the evaluation panel to discuss their scores; seeking to agree a final score for each method statement and each pricing question.
  2. The overall scores from both the method statement responses and the pricing question responses will be combined to give a total score out of 100.
  3. Following the completion of desktop evaluation, we reserve the right to call the 3 bids scoring the highest number of marks to interview. If deemed to be required, interviews will consist of a series of additional questions that will then be evaluated, with this additional score being combined with the score from the initial desktop evaluation to provide a total overall score out of 100. The desktop evaluation and the inter-view stage will both represent an equal 50% of the score.
  4. Potential Providers should note that we are not currently expecting to run an interview stage in relation to this ITT

1. Award of Contract
   1. The tenders scoring the highest points from the ITT will be awarded the contract.
   2. The successful tenderer(s) offered the contract(s) will be advised by email. The award offered pursuant to this ITT will be based on the most economically advantageous tender.
   3. Tenderers whom it is proposed will not be offered the contract will be advised of this by email and will be entitled to receive feedback.
   4. The awarded contractual agreement between Social Work England and the Potential Provider will be made up of:
      1. the specifications and details set out in this ITT document;
      2. the Potential Provider’s responses in the tender submission document (Part B of this document), including the pricing details; and
      3. Social Work England’s Services Terms and Conditions as set out within the Contracts Finder Advert.

If the Potential Provider is unwilling to accept any of the above, we reserve the right to exclude their tender submission from consideration, and if they receive the highest total score following the evaluation stage, re-award the contract to next highest scoring bidder.

# Social Work England



Commission for the

# Provision of Training Services

# (Fitness to Practice roles; Case Examiners, Panel Members and Legal Advisers).

# Reference – Social Work England SWEOO338

**Closing date for submission of tender:**

**Monday 23rd November 2020 at 12:00**

**Please complete your tender submission in accordance with the instructions provided.**

# Part B – To be completed in response to the Invitation to Tender

Please complete all the information requested below andreturn Part B only by the latest

12:00 hrs – Monday 23rd November 2020

General information questions are asked for information purposes only and the responses will not be evaluated. The answers do however give the evaluation panel an overview of the organisation and its structure, please complete in full.

|  |  |  |
| --- | --- | --- |
|  | **ORGANISATION DETAILS** | |
|  | Please state the full name of the organisation submitting this tender: | |
|  | |
|  | Please state the registered office address: | |
| Address: | |
| Postcode: | |
|  | Please state the company registration number: | |
|  | |
|  | Please state the VAT registration number: | |
|  | |
|  | To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of Social Work England? | YES / NO |
| If yes, please provide details | |
|  | **Contact Details** (for communications, correspondence and enquiries relating to this tender submission) | |
|  | Please state the contact’s name, and position within the organisation: | |
| Name:  Position: | |
|  | Please state the contact’s address: | |
| Address:  Postcode: | |
|  | Please state the contact’s telephone number and email address: | |
|  | |

Compliance with Specification

Tenderers must provide a response to the Compliance with Specification section included below. Tenderers should note that this section will be assessed on a Pass/Fail basis. If a tenderer cannot or is unwilling to answer ‘Yes’, their tender will be deemed non-compliant and will be excluded from further consideration. Tenderers should confirm by deleting the inappropriate answer.

|  |  |
| --- | --- |
| I confirm I/we comply with all elements of the requirement and specification as outlined in part A of this Invitation to Tender. | YES/ NO |
| Please use the space below to outline any areas where you cannot comply, or to provide any further information regarding compliance with the specification that you have not been able to state elsewhere in your tender submission. | |
| **I confirm that I/we have completed (if applicable) the Freedom of Information Exclusion Schedule; included as Appendix A of this Response to Tender.** | **YES/ NO** |
|  | |
| I confirm that I/we have attached a signed copy of the Tendering Declaration, using the wording included as Appendix B to this Response to Tender. | YES/NO |
| Appendix B sets out the wording of the Tendering Declaration. This should be reproduced on headed paper, scanned and embedded within your bid response. | |
| I confirm I/we meet the standard requirements and hold the necessary experience to deliver the requested services to a high standard. | YES/NO |
| Please use the space below to outline any areas where you cannot comply, or to provide any further information regarding compliance with the specification that you have not been able to state elsewhere in your tender submission. | |
| I confirm that I/we accept the terms and conditions, as outlined in 18.4.3 as the basis of the contract between Social Work England and the successful bidder. | YES/NO |
| I agree that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (TUPE) do not apply to this contract | YES/NO |
| I confirm that I/we will agree to Section 8 of the proposed terms and conditions provided in relation to Intellectual Property Rights (IPR). | YES/NO |
| Please use the space below to outline any areas where you cannot comply, or to provide any further information regarding compliance with the specification that you have not been able to state elsewhere in your tender submission. | |

Response to Method Statements

Tenderers are referred to (Part A) of the ITT and reminded that evaluation of their method statements will account for 70% of their total tender score.

Tenderers must provide method statements in response to the questions below, to describe how they will meet the requirements of the contract. There are 6 method statements in total.

Tenderers are required to respond to all the questions below. Questions should be answered in full and should not refer to other documents or appendices unless otherwise specified.

For each method statement, there is a maximum word limit. Please adjust as necessary the size of the ‘response’ box in order to accommodate your response.

| **Ref** | | **Method Statement Questions** |  |
| --- | --- | --- | --- |
| 1 | | What experience do you have of delivering bespoke training in regulatory law and Fitness to Practise processes?  A maximum number of 750 words should be submitted for this section.  *A maximum of 15 points are available for this response* | |
| **Response:** | | | |
| 2 | | How would you ensure successful collaboration with Social Work England to guarantee that all the training materials provided are appropriate and meet learning objectives?  A maximum number of 750 words should be submitted for this section. Example materials should be submitted as an appendix.  A maximum of 15 points are available for this response | |
| **Response:** | | | |
| 3 | | *Please describe how you aim to use a variety of presentation and training techniques in the delivery of your plan?*  *A maximum number of 500 words should be submitted for this section.*  *A maximum of 10 points are available for this response.* | |
| **Response:** | | | |
| 4 | | What quality assurance frameworks will you use in the design and delivery of the training programme to ensure that the training meets the learning objectives?  A maximum number of 500 words should be submitted for this section.  A maximum of 10 points are available for this response. | |
| **Response:** | | | |
| **5.** | Please provide details of your previous experience of providing a quality coaching service, giving examples as appropriate. Please give details of how you will ensure any activities will promote quality service delivery, support for the individual and serve as the basis for further professional development.  A maximum number of 500 words should be submitted for this section.  A maximum of 10 points are available for this response | | |
| **Response:** | | | |
| |  |  | | --- | --- | | **6.** | Please give your experience do you have of drafting fitness to practise policy and guidance documents?  A maximum number of 500 words should be submitted for this section.  A maximum of 10 points are available for this response | | | | |
| **Response:** | | | |

Response to Pricing

Tenderers are referred to Part A of the ITT and reminded that evaluation of price will account for 30% of their total tender score.

Responses to pricing questions should be completed in the tables provided.

All prices should be quoted in GBP (£), and prices quoted should be **net** of VAT.

| **Ref** | | **Method Statement Questions** |  |
| --- | --- | --- | --- |
| 1 | | Please provide a day rate for the delivery of the services as described in the statement of requirements.  *A maximum of 25 points are available for your response.* | |
| **Response:** | | | |
| **2.** | *How would you seek to manage the risk of unexpected delays and/or changes in training schedules/coaching requirements, and its impact on additional costs?*  *A maximum number of 500 words should be submitted for this section.*  *A maximum of 5 points are available for your response.* | | |
| **Response:** | | | |

Appendix A - Freedom of Information Exclusion Schedule

Potential Providers attention is drawn to the conditions of this ITT. Potential Providers should state here which items of information (if any) supplied by them in their tender they regard as confidential and/or commercially sensitive, or which they believe should not be disclosed in response to a request for information under the Freedom of Information Act. Potential Providers should state why they consider the information to be confidential or commercially sensitive.

The final disclosure of information shall be at the sole discretion of Social Work England.

**Commercially sensitive information**

I declare that I wish the following information to be designated as Commercially Sensitive:

|  |
| --- |
|  |

The reason(s) it is considered that this information should be exempt under Freedom of Information Act 2000 is:

|  |
| --- |
|  |

The period of time for which it is considered this information should be exempt is until award of contract **OR** during the period of the contract **OR** for a period of 6 years.

|  |
| --- |
|  |

Signed:

Date:

Name of Signatory:

Name of Organisation:

Tendering Declaration

Appendix B – Tendering Declaration

[Wording to be produced on Responder’s headed paper]

Dear Social Work England Commercial Team,

SOCIAL WORK ENGLAND 00338 - TENDER FOR THE FITNESS TO PRACTICE TRAINING SERVICES

Having examined the ITT and all of its Appendices and, subject to and upon the terms specified in those documents, we do hereby offer to enter into an agreement with Social Work England for the provision of the services specified in those documents at the rates/prices detailed in the Response to the Tender.

If this offer is accepted, we will execute an Agreement substantially in the form identified in the ITT within the timetable set in Part A of the Tender (or as subsequently amended by Social Work England).

Unless and until a formal Agreement has been executed by us both, your written acceptance of this Tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price or any Tender.

We agree that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from us in connection with this Tender, or with the Agreement, shall not be applicable to the Agreement.

We agree that any Agreement that may result from this Tender shall be subject to the laws of England and Wales, as interpreted by a Court in that jurisdiction, and furthermore, we submit to the jurisdiction of the English Court.

We undertake to keep this Tender open for acceptance by Social Work England for a period of sixty (60) working days following the Tender Submission Deadline.

Non-Collusion Certificate

We certify that this is a bona-fide tender intended to be competitive and that we have not fixed or adjusted the amount of the Tender or the rates and prices quoted, by, or under or in accordance with any agreement or arrangement with any other person.

We certify that we have not, and undertake that we will not, at any time:

a) communicate to any person other than Social Work England’s Commercial Team the amount or approximate amount of our proposed Tender (other than to obtain necessary quotations for the preparation of this Tender and/or as necessary to obtain appropriate insurance cover);

b) enter into any agreement or collusion or arrangement (whether paid or unpaid) with any other person to the effect that they shall refrain from submitting a tender, or in relation to the contents or amounts of any tender to be submitted;

c) offer any inducement, fee or reward directly or indirectly to any employee (including temporary appointments), board member or any other related associate of Social Work England in order to influence the outcome of this Tender; or

d) do anything which would constitute a breach of the Bribery Act 2010.

I warrant that I have all requisite authority to sign this Tendering Declaration and confirm that I have complied with all the requirements of the ITT.

For and on behalf of …………………………… (Name of organisation)

Signed: …………………………………..

Dated: ……………………………………

Name: …………………………………

Position in organisation: ………………………………

1. <https://www.legislation.gov.uk/uksi/2018/893/contents/made> [↑](#footnote-ref-2)
2. <https://socialworkengland.org.uk/> [↑](#footnote-ref-3)