



Leicester
City Council

Invitation to Tender

Adult Social Care

CONTRACT / PROJECT	Healthwatch Leicester
---------------------------	------------------------------

NAME OF ORGANISATION	
-----------------------------	--

This document should be completed and returned in accordance with the Instructions to Tenderers	
Completed Questionnaires to be submitted by:	11th December 2012 14:00 hours
eTendering portal address	https://www.delta-esourcing.com/delta
Tender Access Code (TAC)	QAG64PG4SM
Maximum number of applicants to be invited to tender	Minimum of 6

1st November 2012

Invitation to Tender for:
Healthwatch Leicester

Comprising

1. Introduction
2. Instructions to Tenderers
3. Specification
4. Conditions of Contract
5. Business Questionnaire
6. Form of Tender

Appendices:

- 1 Part Three Specification
- 2 Part Four Conditions of Contract
- 3 Completed TUPE Questionnaire from existing provider
- 4 Business Questionnaire Selection Criteria
- 5 Example of Financial (Price) Evaluation
- 6 Example of Combined Financial (Price) and Quality Evaluation
- 7 Additional Information for Tenderers
- 8 Information Session for Tenderers Booking Form

Date of Invitation to Tender: 1st November 2012

Tender return date: 11th December 2012 14:00 Hours

Leicester City Council

Healthwatch Leicester

Part One
Introduction



1st November 2012

1 Introduction

1.1 Leicester City Council is inviting expressions of interest from suitably qualified and experienced organisations wishing to tender for the provision of Healthwatch Leicester.

The Government's health and social care reforms are centred on the fundamental principle that patients and the public must be at the heart of everything our health and social care services do.

Local Healthwatch is being established as a new independent consumer champion for patients, carers and all those using health and social care services, as well as the wider public. Local Healthwatch is seen as an evolution from the existing work done by Local Involvement Networks (LINKs).

The Health and Social Care Act 2012, states that the body contracted to be the local Healthwatch must be a 'body corporate' (i.e. a legal entity), which is a **social enterprise**, employ its own staff and manage its own finances.

This includes:

- The constitution of the organisation must contain a statement or condition that the body's primary purpose is to carry out its activities for the benefit of the community in England. This supports the principle that the organisation should have a clear social objective, know what difference it is trying to make, who it aims to help, and how it's going to go about it.
- Reinvestment of profits; what an organisation does with its profits is a critical way in which a social enterprise is distinct from standard businesses. We believe at least 50 per cent of a local Healthwatch organisation's profits should be reinvested to further its social objective.
- The constitution of the organisation must where appropriate contain certain provisions relating to the distribution of assets on dissolution or winding up of the local Healthwatch organisation.
- The operation of a local Healthwatch (as a social enterprise) is that it is accountable to its stakeholders. Different legal structures have different accountability mechanisms; some legal forms are regulated against their social mission, others are accountable to their members. Each organisation ought to be able to demonstrate how it is accountable to the communities it serves.

1.2 The Requirement

This tender seeks to secure a Service Provider for the provision of Healthwatch Leicester from 1st April 2013 for an initial period three years, until 31 March 2016, with the possibility to extend for a further year, and one more year (3+1+1) subject to agreement by the Council. The value of the funding offered for this contract for the contract period (3+1+1) will be up to approximately £1,194,000 (£234,682 per annum) (excluding VAT). For the first year of the contract up to approximately £20,462 for one-off start-up costs will also be available. Inflationary increase may be awarded following an annual review and will be as determined by the Council. The Service Provider shall in any event be required to demonstrate efficiency savings on an annual basis.

The Service Provider's performance shall be measured regularly (in terms of the performance measures identified in the specification) and the Service Provider shall provide accurate and reliable management information to the Council as and when required.

1.3 Timetable

Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date / Target Date	Activity
01 November 2012	OJEU Contract Notice (Advert) Published
01 November 2012	ITT made available to tenderers to download
19 November 2012	Tenderers Information Session on ITT
23 November 2012	Deadline for receiving any questions from tenderers (23 November 2012 14:00 hours)
11 December 2012	Completed ITT return date (11 December 2012 14:00 hours)
12 December 2012	Evaluation of ITT begins
w/c 7 January 2013	If required Clarification Interview sessions
9 January 2013	Tender Panel Award Decision
16 January 2013	Standstill Alcatel period commences
28 January 2013	Standstill Alcatel period ends 28 January 2013
04 February 2013	Contract Signed
01 April 2013	Service Commences

Leicester City Council

Healthwatch Leicester

Part Two
Instructions to
Tenderers



1st November 2012

2 Instructions to Tenderers

2.1 General Information and Instructions

2.1.1 Definitions

Throughout this document the following definitions will apply:

“The Council”	Leicester City Council
“Tenderer”	The Company or other body tendering to provide the services to Leicester City Council

2.1.2 Compliance with Instructions:

- Tenders submitted shall be in accordance with and subject to the terms of these instructions and other documents comprising the Invitation to Tender.
- **Tenders not complying with any mandatory requirement (where the word “shall” or “must” is used) will be rejected.**

2.1.3 **This invitation to tender does not constitute an offer and the Council does not undertake to accept the lowest or any tender.**

The Council will not reimburse any tendering costs.

2.1.4 The **Contact Officer** for this procurement is:

Mr Yatish Shah,
Contracts Officer,
Leicester City Council, Care Services & Commissioning (Adult Social Care),
Service Contracting & Procurement Unit, New Walk Centre, A Block 2nd
Floor, Welford Place, Leicester LE1 6ZG
Telephone number (0116) 252 8340

Any queries about the tender documents or Tendering Certificate which may affect the preparation of the tender shall be raised with the Contact Officer via the BiP Delta Tender Box System, without delay and confirmed in writing, and in any event not later than 14:00 Hours on 23rd November 2012. Queries received after this date will not be answered. Clarification questions received by any other method or in any other format will not receive a response. If the Council considers a query may have a material effect on the tendering process, all tenderers will be notified without delay in writing. In order to treat applicants fairly, the Council will normally provide an anonymised copy of any clarification questions, and the answers to those questions, to all tenderers. This will be accessible via the BiP Delta Tender Box System.

There will be an opportunity to ask questions at a Tenderers

Information Session to be held on 19th November 2012. Registration will commence at 9.30 a.m. with the actual session starting promptly at 10.00a.m. To register for this event, please complete Appendix 8 and return it by email to procurement-asc@leicester.gov.uk by no later than 14th November 2012.

2.2 Procurement Process:

2.2.1 The procurement process adopted by Leicester City Council is based upon the 'Open' tendering procedure as detailed in the European Communities Combined Directive (2004/18/EC). In brief, the process will be as follows:

(a) All organisations expressing an interest in the contract have been able to download this Invitation to Tender document, from the BiP Tender Box System, and their subsequent completed bid will initially be evaluated to ensure that all the stated qualifying criteria are met for the Business Questionnaire (Part Five).

(b) All bids which pass the qualifying stage in respect of their Business Questionnaire will then have their Form of Tender (Part Six) evaluated in full against the award criteria.

(c) The selection and award criteria are explained in further detail in paragraph 2.6 and 2.7.

2.3 Confidential Nature of Tender Documentation and Bids

2.3.1 Tenderers shall not discuss the bid they intend to make other than with professional advisers or joint bidders who need to be consulted. Bids shall not be canvassed for acceptance or discussed with the media or any other tenderer or member or officer of the Council.

2.3.2 If a tenderer does not observe paragraph 2.3.1, the Council will reject the tender and may decide not to invite the tenderer to tender for future work.

2.3.3 As a public authority the Council is subject to the disclosure requirements of the Freedom of Information Act 2000 and may be obliged to disclose information provided by tenderers as part of this bid. Tenderers should mark as confidential any part of the tender response that they consider to be confidential but should be aware that the final decision whether to disclose such information will be the decision of the Council alone. The Council will endeavour to consult with Tenderers upon receipt of a relevant freedom of information request.

2.4 Preparation of Bid

2.4.1 Tenderers may decline to bid, but if they have been sent an Invitation to Tender they must alert the Contact Officer promptly.

2.4.2 If the Council considers that a cover price (i.e. a bid that is not intended to be considered seriously) has been submitted, the Council may reject the tender and may decide not to invite the tenderer to tender for future work. The Office of Fair Trading encourages local authorities to look out for any evidence of price fixing

arrangements.

- 2.4.3 No alteration or addition shall be made to the Form of Tender, pricing schedules or any part of the Invitation to Tender except where expressly allowed.
- 2.4.4 Tenders shall not be qualified or accompanied by statements that might be construed as rendering the tender equivocal. Only unqualified tenders will be considered. The Council's decision as to whether or not a tender is in an acceptable form will be final.
- 2.4.5 Tenderers must obtain for themselves all information necessary for the preparation of their tender and satisfy themselves that the quality and standards specified by themselves or the Council are appropriate. Information supplied to tenderers by the Council's staff or contained in the Council's publications is supplied only for general guidance in the preparation of the tender. Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by tenderers of such information
- 2.4.6 The tenderers attention is drawn to the requirement in 5.11 Section F: Environmental Management and the Council reserve the right to take this Statement into account in the tender evaluation process for environmental management considerations.
- 2.4.7 Tenders and supporting documents must be completed in English and any contract subsequently entered into and its formation, interpretation and performance shall be subject to and in accordance with the law of England and Wales.
- 2.4.8 The Invitation to Tender includes in Part 4 the Council's Contract Terms.
- 2.4.9 Tenders must be submitted exclusive of Value Added Tax (VAT).
- 2.4.10 Tenderers will be required to maintain Employers Liability insurance, Public Liability insurance and Professional Indemnity insurance and tenders should include any and all such premiums. The minimum amount of financial cover for the Employers and Public Liability policies shall be £10,000,000 and for Professional Indemnity insurance shall be £5,000,000 and shall be maintained for the duration of the contract.
- 2.4.11 Tenders must not be qualified in any way and tenderers must not make any changes to the contract documents. Tenders must not be conditional or be accompanied by any statement that could be construed as being a qualification or variation to the contract documents and/or places the tenderer on a different footing from other tenderers. The Council will only accept compliant tenders for consideration. The Council's decision on any such matter will be final.
- 2.4.12 Tenderers will be automatically disqualified if canvassing for the Contract or if making any approach to any Councillor or Officer of the Council with a view to gaining more favourable consideration for their tender. The Council's constitution will apply to this contract.
- 2.4.13 The Council reserves the right to make changes of a drafting nature to the contract documentation and any such changes shall be accepted by any tenderer without reservation. Should the Council require more substantial changes to the contract documentation, then the Council reserves the right to make such changes and will be entitled to evaluate the price of any such changes using submitted prices applied on a quantum merit basis. Should the tenderer not agree the revised price

structure, they may withdraw notwithstanding these instructions.

- 2.4.14 TUPE Regulations may apply in respect of this contract. Tenderers will need to reach their own conclusion as to whether or not TUPE applies. Tenderers are strongly advised that they should seek independent professional advice on the consequences for them about TUPE and pensions if they are the successful bidder and the TUPE Regulations apply. For this purpose the Council has obtained from the existing service provider details about the staff that this existing service provider says perform the service which is the subject of this Invitation to Tender. These details are set out in Appendix 3. The Council is not in a position to warrant the accuracy of the information provided by the existing service provider. Tenderers are reminded that this information is provided on a strictly confidential basis and for the purpose of submitting this bid.
- 2.4.15 You are strongly advised to keep a copy of your completed application. You will need this if the Council needs to clarify or discuss your answers with you.
- 2.4.16 Do not leave questions unanswered. Where a question is not relevant to the Applicant this should be indicated, with an explanation.
- 2.4.17 The Council reserves the right to require tenderers to clarify their tender submission in writing. Any such request will be made either in a clarification interview or electronically to the tender's nominated representative. Such clarification questions do not seek to elicit additional information to that initially requested in the tender, nor give tenderers an opportunity to correct incomplete or otherwise non-compliant submissions.

2.5 Submission of Tender

2.5.1 Requirements for submission of information:

All submissions shall be made on the Form of Tender (Part 6) and be accompanied by the response to the Specification (Part 3). If these documents are not submitted, the bid will be rejected. Only information relating to the Tenderer should be submitted unless otherwise requested. Every item shall be priced in sterling and the submission totalled.

To enable evaluation of the tender, the tenderer must also submit the following documents:

- The Business Questionnaire (Part 5) and accompanying documentation
- Form of Tender (6.1)
- The Pricing Schedule (6.2)
- Method Statements (6.3)
- TUPE Regulations (6.4)
- The Tendering Certificate (6.5)

Tenderers shall complete and submit the above documentation via the BiP Tender Box system.

2.5.2 Tenders must be completed and submitted by the due date of **11th December 2012 14:00 Hours.**

Under NO CIRCUMSTANCES will tenders be accepted which arrive after the due date and time for receipt, except where the Council is satisfied that the failure is solely due to a malfunction within the BiP Tender Box System other than one caused or contributed to by the tenderer whether through failure to follow instructions or otherwise.

Tenderers are advised that the system times out (so that no further uploading can take place) exactly on the deadline without prior warning regardless of whether submissions are in the process of being uploaded or not. Tenderers are responsible for allowing themselves sufficient time for the uploading of their ITT prior to the due time/date. It is the tenderers responsibility to ensure submission on time.

2.5.3 Tenders must be submitted electronically by using BiP Tender Box system Please visit <https://www.delta-esourcing.com/delta> www.delta-esourcing.com and register as a supplier. Please use the **Tender Access Code (TAC) QAG64PG4SM** when requested from within the BiP Tender Box System.

2.5.4 Electronic submission is required for all documents. This should also include electronic signatures where the tenderer has the capability or sign the relevant documents, scan and upload the signed document.

2.5.5 Tenders shall not be sent and will not be accepted by paper copies or fax or email.

2.5.6 If there appears to be an error in a submission or supporting information the Tenderer will be invited to confirm or withdraw its bid. Where the error relates to the tender total as calculated from tendered rates and variable quantities, the bid will be regarded as the tender total bid and the rate adjusted accordingly. The tenderer will be invited to confirm or withdraw the bid and resulting rate.

2.5.7 The Form of Tender shall be submitted by the organisation which it is proposed will enter into a formal contract with the Council if awarded the contract. It shall be signed:

- where the tenderer is a partnership, by two (2) duly authorised partners;
- where the tenderer is a company, by two (2) directors or by a director and the secretary of the company, such persons being duly authorised for that purpose.

2.6 Selection Criteria

2.6.1 The Business Questionnaire at Section 5 is used to assess the suitability of tenderers in terms of:

- Technical and professional ability
- Compliance with legislation
- Financial standing

2.6.2 Details of the criteria and weightings used to score responses to the Business

Questionnaire are included for your information in Appendix 4.

Tenderers must meet each of the minimum standards identified as a 'Pass' in order to qualify to bid for this contract. A 'Fail' score received for any of the Pass/Fail questions may result in an automatic disqualification from the remainder of the award criteria and the tenderer offer in their Form of Tender (Part Six) will not be evaluated. However, if only minor adjustments/additional information are required, the Council may contact you to clarify your application where practical.

All bids which pass the qualifying stage in respect of their Business Questionnaire will then have their Form of Tender (Part Six) evaluated in full against the award criteria designed to assess the suitability of the service the tenderer is actually proposing to provide and the prices they will charge.

In summary, the qualifying criteria for the Business Questionnaire (Part Five) are as follows:

Qualifying Criteria	
Compliance of bid	Tenderers must submit a fully compliant tender, complete with a signed declaration and tendering certificate.
Technical resources and References	This section is to show that the contractor has the technical knowledge and experience to fulfil the contract.
Financial and Insurance	Tenderers must demonstrate they have a sound financial position and give evidence that they meet the minimum insurance levels stipulated in section C.
Equality	Tenderers must demonstrate that they comply with the statutory obligations in relation to equal opportunities regarding employment and recruitment.
Health and Safety	Tenderers must demonstrate that they have addressed the matter seriously and operate in accordance with good practice.
Environmental Management	Tenderers must demonstrate that they take a responsible approach to minimising the environmental impact of their business.
Business Continuity	Tenderers must demonstrate they have made provision to minimise the impact of unforeseen events.
Safeguarding	Tenderers must confirm that they will undertake the relevant responsibilities and duties relating to safeguarding vulnerable groups.

Qualifying Criteria	
Experience and References	As a minimum standard, we expect the organisation to possess a track record of providing services similar to or comparable to this contract. They should also be able to provide at least two good references. Self-employed individuals or newly formed organisations, who may not yet have a track record in the name of the new entity, should explain this fact and describe the relevant experience of the individuals involved in the new organisation. Organisations will be rejected in respect of whom we receive a poor reference, or who have had contracts terminated because of concerns about performance.

2.6.3 Tenderers should note that in the event that a bid is considered to be fundamentally unacceptable on any issue, then regardless of its other merits, that bid might be rejected. Throughout the evaluation process, the right is reserved to seek clarifications from tenderers, where this is considered necessary to achieve a complete understanding of the proposals received.

2.7 Award Criteria

2.7.1 Any tender that is accepted will be awarded to the most economically advantageous tender in accordance with the following award criteria:

- **Quality 80%**
- **Price 20%** - The price element will be further broken down as follows:
 - 19% Operational and Board Costs and on-going costs
 - 1% One-off start-up costs

This part of the contract documents forms the basis on which tenders and tenderers will be assessed in respect of their ability to provide the Service required on the terms specified.

2.7.2 Following the evaluation of the submitted tenders, the highest scoring tenderer will be awarded the contract.

2.7.3 Tenderers should ensure that their submissions are written in plain English without reference to technical jargon or with explanation where used; and is generally intelligible to a non-legal and non-technical audience.

2.7.4 Financial Provision

Tenderers will make financial allowance for the provision of all monitoring data, its collation, generation and submission to the Council, attendance at all relevant Council Meetings, Officer Meetings and meetings with local client representatives and customers as required for the provision of service.

Rates provided shall be fully inclusive of (but not limited to) all expenses and disbursements including telephone, fax, electronic information, generation and transmission, postage, stationery, duplicating, typing, printing and any costs associated with delivering the service.

Service providers not complying with any of the above requirements may be excluded from further consideration in the tender evaluation process, and the Council's decision on this issue will be notified to the tenderers concerned.

2.7.5 Detailed Evaluation Criteria

The Council believes that the control of services and service delivery characteristics can only be achieved by close control of the process that delivers the service.

Process performance management, control and continual redress improvement are therefore essential to achieve and maintain quality service. The Council intends to encourage innovative thought from the successful contractor. Whilst remedial action is sometimes possible during service delivery, it is not possible to rely on arms-length final inspection process to ensure service quality to our customers. A bad service experience cannot be repaired on a promise of non-reoccurrence in the future. Customer assessment of any non-conformity will therefore become a vital part of the process.

The Council's customers are the focal point of its quality systems. We require our services to be tailored to the different local needs and customer satisfaction will only be assured where there is a definable quality process. Therefore the contractor will be responsible for establishing and maintaining a policy of service, quality and customer satisfaction.

The assessment of the tender will be qualitative and quantitative. The qualitative element will be weighted at 80% of the evaluation. The financial element will be weighted at 20% (further broken down for 19% Operational and Board costs and on-going costs and 1% for One-off start-up costs) of the evaluation.

The criteria listed against each element reflect the factors that will be assessed in evaluating the tenders and awarding marks.

2.7.6 Financial Evaluation

The financial evaluation for Operational and Board costs and on-going costs will be carried out as follows:

- (a) Eliminate any tender which is found to be too low to be credible (after making appropriate enquiries) or too high to be acceptable, however many points it scores in all other respects.
- (b) For the remaining tenders, the cost for the operational and board costs and on-going costs will be evaluated using the method outlined below:
- (c) The total cost of the contract for operational and board costs and on-going costs over the initial 3 years will be converted to a score out of 100 as follows:
- (d) The lowest cost for operational and board costs and on-going costs of the contract over the initial 3 years will be awarded 100 points. All other bids will be scored using the formula = (bid with the lowest cost of operational

and board costs and on-going costs for the contract over the initial 3 years divided by your bid for the cost of the operational and board costs and on-going costs for the contract over the initial 3 years) x 100

- (e) The price weighting of 19% for operational and board costs and on-going costs will then be applied to the percentage score to calculate the operational and board costs and on-going costs price weighted percentage.

The financial evaluation for one-off start-up costs will be carried out as follows:

- (f) Eliminate any tender which is found to be too low to be credible (after making appropriate enquiries) or too high to be acceptable, however many points it scores in all other respects.
- (g) For the remaining tenders, the cost for the one-off start-up costs will be evaluated using the method outlined below:
- (h) The total cost of the contract for one-off start-up costs will be converted to a score out of 100 as follows:
 - (i) The lowest cost for one-off start-up costs of the contract years will be awarded 100 points. All other bids will be scored using the formula = (bid with the lowest cost of the contract one-off start-up costs divided by your bid for the cost of the one-off start-up costs) x 100
 - (j) The price weighting of 1% for one-off start-up costs will then be applied to the percentage score to calculate the one-off start-up costs price weighted percentage.
- (k) An example of Financial Evaluation is included as Appendix 5.

2.7.7 Qualitative Evaluation

The qualitative evaluation of submissions will assess the responses to the Method Statements (6.3 of the Form of Tender)

The qualitative assessment will form **80%** of the award.

In respect of the Method Statements suitably qualified and experienced multi-agency panel will assess the responses provided by the tenderer, and will award scores reflecting their reasoned professional judgement as to the merits of each response. The score for each question will be on a scale of 0 (lowest) to 5 (highest) as follows:

Assessment	Score	Interpretation
Excellent	5	Exceeds the requirement. Exceptional demonstration by the Bidder of the relevant ability, understanding, experience, skills, and resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
Good	4	Satisfies the requirement with minor additional benefits. Above average demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
Acceptable	3	Satisfies the requirement. Demonstration by the Bidder of the relevant ability, understanding, experience, skills, and resource & quality measures required to provide the supplies / services, with evidence to support the response.
Minor Reservations	2	Satisfies the requirement with minor reservations. Some minor reservations of the Bidder's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
Serious Reservations	1	Satisfies the requirement with major reservations. Considerable reservations of the Bidder's relevant ability, understanding, experience, skills, and resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
Unacceptable	0	Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.

The total score from the entire multi-agency panel involved will be averaged and applied to the weighting given to each question.

For the guidance you should note that, each question is given a relative 'importance weighting', to reflect its significance within the overall evaluation. This weighting is shown alongside each question.

2.7.8 Tender Assessment: The total mark from the Qualitative Assessment will be added to the total mark awarded in the Financial Assessment to determine an Overall Mark. The contract will be awarded to the Tenderer with the most favourable final overall score. An example of combined Price and Qualitative Evaluation is included as Appendix 6. The example is on the basis that the bid has scored the maximum marks available for every question.

2.8 Award Process

- 2.8.1 The Council expects to decide award of contract within 90 days of the closing date for submission of tenders (see paragraph 2.5.2). Bids shall remain open for acceptance for a minimum of 90 days.
- 2.8.2 The Council may, if necessary, extend the 90-day period for completing the award process.
- 2.8.3 The Council reserves the right as part of the tender evaluation process to invite tenderers to an interview at the Council's offices.
- 2.8.4 Tenderers will be notified simultaneously and as soon as possible of any decision made by the Council during the tender process, including award. When the Council has evaluated the bids, it will notify all tenderers about the intended award.
- 2.8.5 The Council generally debriefs all those who tendered about the characteristics and relative advantages of the leading bidder. Such details may also be stated in any published contract award notice.
- 2.8.6 Tenders shall be submitted on the basis that the offer to carry out the service shall remain in force for a minimum period of 90 days from the closing date for the submission of tenders specified above (2.5.2). If the Council has not accepted the tender within this period, the tender shall remain in force without variation but may be withdrawn at any time thereafter, giving 7 days notice to the Council. Such notice must be delivered at the above address at the tenderers own risk.
- 2.8.7 Acceptance of the tender by the Council shall be in writing and shall be communicated to the tenderer. Upon such acceptance the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Contractor shall upon request of the Council execute a formal contract in the form contained in the Contract Documents.
- 2.8.8 The tenderer must be prepared to commence carrying out the Service on 1st April 2013.
- 2.8.9 In submitting a tender, the tenderer undertakes that in the event of their tender being accepted by the Council they shall, within 14 days of being requested to do so by the Council, execute a formal contract consisting of the contract documents.
- 2.8.10 Failure by the tenderer to execute a formal contract should they be awarded the contract within the time specified above shall render the contract voidable at the option of the Council.

2.9 Tenderer's Warranties

- 2.9.1 In submitting its tender, the tenderer warrants, represents and undertakes to the Council that:
 - All information, representations and other matters of fact communicated (whether in writing or otherwise) to the Council by the tenderer, its staff or agents, in connection with or arising out of the tender are true, complete and accurate in all respects, both as at the date communicated and as at the date of tender submission.
 - It has made its own investigations and research and has satisfied itself in

respect of all matters (whether actual or contingent) relating to the tender and that it has not submitted the tender and will not be entering into the contract (if the same be awarded to the tenderer by the Council) in reliance upon any information, representation or assumption which may have been made by or on behalf of the Council.

- It has full power and authority to enter into the contract and perform the obligations specified in the Contract Documents and will, if requested, produce evidence of such to the Council.
- It is of sound financial standing and has and will have sufficient working capital, skilled staff, equipment and other resources available to it to perform the obligations specified in the Contract Documents.

Part Three

Specification

3 Specification

Refer to attached appendix 1.



1st November 2012

Part Four

Conditions of Contract

4 Conditions of Contract

Refer to attached appendix 2



1st November 2012

Part Five

**Business
Questionnaire**



1st November 2012

5 **Business Questionnaire**

The Business questionnaire is designed to give the Council, as potential client, sufficient information to make an assessment of the suitability of your organisation for the provision of Healthwatch Leicester.

The Council wishes in particular to create wider opportunities for small and micro local enterprises and voluntary and community sector organizations to do business with it. The Council hopes that local firms and organizations will use this questionnaire to express their interest in participating in its work. Social, economic and environmental regeneration is important to the Council. Leicester City Council schemes propose to promote a stronger economy better able to meet the needs of the community and to develop measures to promote social inclusion. Therefore, successful tenderers will be expected to assist the Council to fulfill these objectives through increasing the opportunities for employment and training.

All suppliers to the Council must meet a set of basic requirements, relevant to their area of work, which are necessary in order for the Council to meet its legal and policy obligations.

This will ensure that the Council contracts are carried out efficiently and effectively and that value for money is obtained. The Council must also carry out its duties to ensure compliance with Health & Safety legislation, prevent unlawful discrimination, promote equality of opportunity and encourage the adoption of environmental management policies.

5.1 **Instructions for Completion**

- 5.1.1 You are strongly advised to keep a copy of your completed application. You will need this if the Council needs to clarify or discuss your answers with you.
- 5.1.2 Please answer all questions as accurately and concisely as possible, providing answers in the appropriate spaces.
- 5.1.3 **Do not leave questions unanswered. Where a question is not relevant to your organisation this should be indicated, with an explanation.**
- 5.1.4 Answer the questions specifically for your organisation, not for the group if you are part of a group of companies. However, please answer accordingly where group policies, statements etc are normally used in your organisation.
- 5.1.5 Please include, where appropriate, any supporting documents marking clearly on all enclosures the name of your organisation and the number of the question to which they refer. A checklist of enclosures is provided for your convenience.
- 5.1.6 You must ensure that you have signed the Undertaking and Statement Relating to Good Standing at Sections I and Section J1 and J2. Please ensure electronic signatures are completed where the tenderer has the capability or sign the relevant documents, scan and upload the signed
- 5.1.7 The Council must disqualify any tenderer who fails to comply with the mandatory requirements of Regulation 23 and/or fails to certify at Part J that it has fulfilled these requirements.
- 5.1.8 And the Council may disqualify any tenderer who fails to provide a satisfactory

response to any questions in the Business Questionnaire (including the discretionary requirements of Regulation 23) or inadequately or incorrectly completes any question.

5.2 Selection Criteria

Details of the criteria and weightings used to score responses for the Business Questionnaire are included at section 2.6 above for your information.

5.3 Consortia and Sub-contracting

- 5.3.1 A10 to A12 Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader.
- 5.3.2 Relevant information should also be provided (as indicated in the Questionnaire) in respect of consortium members or sub-contractors who will play a significant role in the delivery of the requirements under any ensuing agreement. Responses must enable the Council to assess the overall consortia or core supply base.
- 5.3.3 The Council recognises that arrangements in relation to consortia and sub-contracting may (within limits) be subject to future change. Applicants should therefore respond in the light of the arrangements currently envisaged. You are reminded that any future change in relation to consortia and sub-contracting must be notified to the Council so that it can make a further assessment by applying the selection criteria to the new information provided. Applicants should note therefore that such changes may affect the ability of the Applicant to proceed in the procurement process or provide the Service.
- 5.3.4 The Council is concerned to ensure that its contractors retain full control and responsibility for key concepts such as safeguarding, regulatory supervision, continuity of service (etc.) and would expect its successful contractor to deliver these elements directly. Therefore where sub-contracting is proposed this will only be permitted with the Council's consent. Bidders proposing a sub-contracting element must fully justify this and address the key concepts. This should be set out in the response to question A10.
- 5.3.5 Where the proposed prime contractor is a special purpose vehicle or holding company, information should be provided about the extent to which the SPV/holding Company will call upon the resources and expertise of its members to fulfill the Requirement.

Notes for Part Five Business Questionnaire

Notes on Section A – General Information

Please note that the organisation making this application must be the same

legal entity with which the Council shall contract.

The Council will only contract with any applicant having a legal form capable of entering into contract under English law.

Notes on Section C – Financial and Insurance

The Council will use the information given in this section to assess the financial position of your organisation to assess whether the tenderer's financial position places public money or services at unacceptable risk and where appropriate, set contract limits. We also wish to ensure that you are properly registered for VAT and insurance.

For all limited companies the Council will conduct a financial evaluation of the tenderer based on a credit report issued by an external business information service. However, in some instances we may need to examine the tenderer's financial statements.

The Council, in exceptional circumstances may require a performance bond, but this will be a condition of the award of the first call-off, and not of the award of the framework agreement.

The minimum insurance levels quoted in the Business Questionnaire are the Council's current requirements from all suppliers in this category. This is in accordance with the Council's Risk Management Strategy.

Tenderers are not necessarily required to hold the required levels of insurance prior to contract award, but we need to see a commitment to attaining the required cover prior to commencing work if successful.

Please note that non-disclosure of insurance levels could mean that minimum levels of financial standing cannot be ascertained and your application may be rejected.

Notes on Section D – Equal Opportunities

The Equality Act 2010 extends the Council's statutory duty to eliminate unlawful discrimination, harassment, victimisation and other prohibited conduct in respect of the protected groups under the Equalities Act 2010 through its procurement activity.

This duty to promote equal opportunity and eliminate discrimination is extended throughout the Council's supply chain and must be implemented by companies wishing to tender for its contracts.

The performance of the contract will include the above responsibilities and is therefore part of the subject matter of the contract.

The purpose of the questions is to ensure that companies can demonstrate that they understand their legal equality responsibilities. Showing your compliance as an equal opportunities employer is one way of demonstrating this understanding.

If you are not subject to UK legislation please supply details of your experience in complying with equivalent legislation that is designed to eliminate discrimination and to promote equality of opportunity.

The Council can also exclude any prospective tenderer who a court of tribunal has made a finding of unlawful direct or indirect discrimination, harassment,

victimisation, failing to make a reasonable adjustment and other prohibited conduct under the Equality Act 2010 as grave misconduct.

Notes on Section E – Health & Safety

The Council has a statutory duty to ensure that all work contracted out on its behalf is carried out safely by competent providers. The Health and Safety at Work etc. Act (1974) requires that all companies employing 5 or more employees have a written Health & Safety Policy.

Companies operating with less than 5 employees still have hazards/risks attached to their work activity, therefore relevant information is required. To ensure that the vetting procedure is consistent and all applicants are treated fairly, a two-tier system has been adopted.

The Health and Safety Executive provide guidance material for small Businesses Telephone 0845 3450055 for details or visit www.hse.gov.uk/business

Notes on Legislation

Where UK legislation has been cited, please answer the question in respect of the equivalent legislation in the relevant European Member State where applicable.

5.3 Section A: GENERAL INFORMATION

A1 Full name, address and website:

Name of Organisation submitting this application	
Registered Address	
Town/City	
Postcode	
Country	
Website	

A2

If different to your trading name, the full Name of your organisation, or persons applying or acting as lead organisation where the application is on behalf of a consortium.	
Registered Address	
Town/City	
Postcode	
Country	
Website	

A3 Main contact for correspondence about this application:

Name	
Position	
Telephone Number	
Fax Number	
Email address	

A4 Invoice address (if different from main address):

Address	
Town/City	
Postcode	
Country	
Telephone Number	
Fax Number	
Email address	

A5 Company Registration

Date of formation	
Place of formation	
Date of registration	
Company registration number	
Charity/Housing Association/Other Registration Number (please state)	
Certificate of Incorporation enclosed	Yes/No
Certificate of change of name enclosed	Yes / No
Registered Office (including postcode)	

A6 Please tick the correct box to indicate whether you are a:

Sole Trader	
Partnership	
Limited Liability Partnership	
Public Limited Company	
Private Limited Company	
Industrial and Provident Society	
Charity with Trustees	
Charitable Incorporated Organisation	
Other Partnership	
Community Benefit Societies	
Unincorporated Association	
Trust	
Community Interest Companies	
Other (please state)	

Note: "Other" would include co-operatives, other local authority organisations (suppliers or direct labour organisations), nationalised industries (which are incorporated under specific acts of parliament), or other public sector organisations.

A7	List the full names of every Director, Partner, Associate and the Company Secretary

A8	List the names of any of the above: a) who are or have been employed by Leicester City Council in the last three years or b) are currently Elected Members of Leicester City Council or c) currently have a relative, partner or associate who is employed by the Leicester City Council at a senior level.

A9	Is the potential provider applying a lead organization in a consortium, joint venture or other arrangement, or intends to use third parties to provide some of the services?	Yes / No	
	If Yes, please provide the following information: Details of the member organisations of the consortium and their respective roles		
	If yes, please provide details of the constitution, date of formation and percentage shareholdings.		
	Organisation	Date of Formation	Percentage Shareholding
Please provide details of the composition and governance of the proposed supply chain and areas of responsibility.			

A10	Please indicate by ticking the appropriate box whether you are:	Please tick one box
	Type A potential provider:	
	a) An organisation able to deliver all of the requirements itself, or	
	b) A prime contractor with the complete supply chain (sub-contractors) in place to deliver all of the requirements	
	c) The Potential Provider is a consortium	
Type B potential provider:		
d) A prime contractor able to deliver all requirements but unable to confirm all sub-contractors at this stage		
You will need to demonstrate a satisfactory methodology and track record of delivering a supply chain.		

A11	Type A potential providers only:		
	If your answer to A 10 is (b) or (c) please indicate the composition of the supply chain, indicating the roles and services to be fulfilled and supplied by the Tenderer and each relevant organisation for the service applied for. Please provide details of any current partnership agreements (including a partnership dispute resolution). If considered not applicable, please state this and the reason why. If partnership agreements between members of the consortium are yet to be formed please provide details of what steps will be taken to ensure these agreements will be in place.		
	Requirement	Organisation	How much of the requirement and what will they directly deliver (%)

A12	Type B potential providers only:		
	If your answer to A 10 is (d) Please indicate the composition of your supply chain below (this may include the potential provider itself or solely be the potential provider)		
	Requirement	Organisation	How much of the requirement and what will they directly deliver (%)

	Please explain your methodology for procuring a supply chain leading to a successful solution. Support this with details of relevant experience of selection of supply chain members for this type of procurement.	
	(300 words or fewer)	

A13	<p>Are you a Small/Medium Sized Enterprise (SME)?</p> <p><u>Please refer to the EU definition below in italics before answering.</u></p> <p><i>N.B. the information in your responses to this group of questions is for reporting purposes only and will not form part of the tender evaluation.</i></p> <p><i>“An enterprise which employs fewer than 250 persons and which has an annual turnover not exceeding EUR 50million and/or an annual balance sheet total not exceeding EUR 43million”.</i></p>	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%; text-align: center;">Please confirm</td> <td style="width: 50%; text-align: center;">Yes / No</td> </tr> </table>	Please confirm	Yes / No
Please confirm	Yes / No			

A14

Does your business fall within the category of the Voluntary and Community Sector (VCS)?

Please refer to definition below in italics before answering.

***N.B.** the information in your responses to this group of questions is for reporting purposes only and will not form part of the tender evaluation*

“The VCS is diverse in nature and identifies the following types of organisation as constituting the sector:

Voluntary Organisations are formally structured, not-for-profit, independent and not part of government. They tend to be managed by unpaid, voluntary management committees or boards of trustees. They have paid employees and volunteers and may be registered as charities, companies limited by guarantee or friendly societies. Social enterprises and Community Interest Companies are also regarded as voluntary organisations.

Community Organisations are local and self-help groups. They tend to be less formal and are often made up of volunteers. Paid staff are likely to be part-time. They are independent and are often at the centre of community action and are formed in response to a local need.

Social Enterprises are businesses that trade in the market in order to fulfil social aims and reinvest profit (surpluses) in social projects.

Umbrella Organisations are also referred to as Infrastructure Organisations. Umbrella organisations link the different levels and type of voluntary sector activity. In general, they fulfil four main functions; strategic development, support services to other organisations, liaison and representation. Examples of umbrella organisations in Leicester include Voluntary Action Leicestershire and The Race Equality Council.”

Please confirm | Yes / No

5.4 Section B: TECHNICAL RESOURCES AND REFERENCES

B1 Please provide a brief description of primary business activities and main products and services

Max 300 words

B2 Please list the skills in the table below including professional, managerial and technical expertise that are available in your organisation to enable you to carry out work for this authority. For example, training, finance, experience etc. Please include qualifications of staff.

Skill	Number of staff possessing this skill in your organisation	Qualifications, Training and Experience
(Continue with rows if required)		

B3 Please supply details of staffing levels in your organisation by completing the table and **supplying an organisational chart** showing in particular the national management structure and how your local organisation is/will be managed including who is/will be responsible for the day to day operation and management and how the local structure fits in with your national structure showing reporting lines.

Staff	Number of Employees at this level in your organisation
Management	
Professional/Technical	
Admin/Clerical	
Operative Supervisor	
Operative	

Others	
Organisational chart enclosed	Yes/No

B4	Do you undertake to maintain up-to-date employee / employment records?	Yes / No
----	--	-----------------

B5	Please give details of membership of regulatory or professional bodies with which you are registered. Please state any registration numbers and provide copies of valid certificates.		
	Professional / Regulatory Body	Registration Number	Date of Registration
Certificates enclosed		Yes / No / Not Applicable	

B6 EXPERIENCE and REFERENCES

B6.1	Please summarise your experience within the past 3 (three) years of undertaking contracts similar or comparable to those for which you wish to tender, including contracts for local authority clients, other public sector bodies, Third Sector agencies and private sector organizations.
	(maximum 300 words)

B6.2 REFERENCES

Please list below the details of organisations (preferably public sector) **OTHER THAN THIS AUTHORITY** for which your organisation has carried out work within the past five years relevant to the contract for the services being procured or comparable services. The organisation and supervising officer may be approached for a reference. **Please ensure that you have obtained the approval of the named referee you have identified below and that they will be willing and will be available to provide a reference upon request from the Council. The referees listed may be approached for a reference during 13th to 14th December 2012.**

	Contract 1	Contract 2	Contract 3
Client/customer organisation (name)			
Website (if available)			
Customer contact name and job title			
Telephone Number			
Email Address (must be provided)			
Date contract awarded			
Date contract completed			

Brief description of contract (maximum 100 words)			
Contract value per annum (£)			

B6.3 If you cannot provide information on at least one reference contract, please briefly explain why:

(maximum 100 words)

B6.4 Please provide details of contracts carried out for **THIS AUTHORITY** including work in the last five years relevant to the contract for the services being procured or comparable services. **Please ensure that you have obtained the approval of the named referee you have identified below and that they will be willing and will be available to provide a reference upon request from the Council. The referees listed may be approached for a reference during 13th to 14th December 2012.**

You are not required to have carried out work for the Authority previously, but this information may be used for administrative purposes and to take up internal references.

	1	2	3
Department			
Supervising officer name and job title			
Telephone number			
Email address (must be provided)			
Contract title/description (max 100 words)			
Contract value per annum (£)			

	1	2	3
Date contract awarded			
Date of completion			

B7	Within the last three years has your organisation ever had to pay financial penalties or contractual damages levied in respect of a failure to perform the terms of a contract?	Yes / No
	If Yes, please enclose details	
	Enclosed	Yes / No / Not Applicable

B8	Within the last three years has your organisation had a contract terminated (except by the expiry of the contract term)?	Yes / No
	If Yes, please enclose details	
	Enclosed	Yes / No / Not Applicable

B9	Within the last three years has your organisation defaulted or failed on delivery of a contract or not had the contract renewed due to failure to perform its terms?	Yes / No
	If Yes, please enclose details including what actions were taken to avoid re-occurrence of similar situation.	
	Enclosed	Yes / No / Not Applicable

B10 Policies and Procedures

B10.1 In delivering the requirements of this contract, the Council will require the Provider to work to the principles set out in a number of National and Local Acts, policies and regulations. Please confirm that your Organisation is working to, or will work to, the following:

No	Act/Legislation	Currently working to	Will work to
1	Companies Act	Yes / No	Yes / No
2	Data Protection Act	Yes / No	Yes / No
3	Disabled Persons (Employment) Act	Yes / No	Yes / No
4	Employment Relations Act and Regulations	Yes / No	Yes / No
5	Employment Rights Act	Yes / No	Yes / No
6	Equality Act 2010	Yes / No	Yes / No
7	Freedom of Information Act	Yes / No	Yes / No
8	Health and Safety at Work Act and Regulations	Yes / No	Yes / No
9	Human Rights Act	Yes / No	Yes / No
10	National Minimum Wage Regulations	Yes / No	Yes / No
11	Bribery Act 2010	Yes / No	Yes / No
12	Rehabilitation of Offenders Act	Yes / No	Yes / No
13	Safe Guarding Adults National Framework of Standards and the Leicester, Leicestershire & Rutland – “No Secrets – Safeguarding Adults: Multi-Agency Policy and Procedures for the Prevention of Abuse of Adults in need of Safeguarding”	Yes / No	Yes / No
14	Section 117(2) Local Government Act 1972	Yes / No	Yes / No
15	Working Time Directive (EC Regulation)	Yes / No	Yes / No

16	Health and Social Care Act 2012 and subsequent secondary legislation	Yes / No	Yes / No
----	--	----------	----------

B10.2 Please confirm that your Organisation either currently has these policies and procedures in place or will have them in place at the commencement of a Contract if awarded:

No	Policy/Procedure	Have in place	Will have in place
1	Acceptance of Gifts/Legacies	Yes / No	Yes / No
2	Business Continuity Planning	Yes / No	Yes / No
3	Complaints and Commendations	Yes / No	Yes / No
4	Confidentiality and Disclosure	Yes / No	Yes / No
5	Critical incidents / accidents / emergencies responding / recording	Yes / No	Yes / No
6	Declaration of Interest/Conflict of Interest	Yes / No	Yes / No
7	Personnel Issues (including grievance and disciplinary)	Yes / No	Yes / No
8	Professional Conduct	Yes / No	Yes / No
9	Quality Assurance Policy	Yes / No	Yes / No
10	Staff Training, Development, Mentoring and Supervision	Yes / No	Yes / No
11	Violence against staff	Yes / No	Yes / No
12	Whistle Blowing guidance/policy of Partners	Yes / No	Yes / No
13	Recruitment of Volunteers	Yes / No	Yes / No
14	Volunteer Expenses	Yes / No	Yes / No

You are not required to submit any policies and procedures with your tender, except for those stated elsewhere in the tender questionnaire. However, the Council will have a right to view these policies and procedures if required upon reasonable request.

B11.	B11.1 Please confirm your approval for the Council to view these policies and procedures when required upon reasonable request	Yes / No
	B11.2 Do you have a Quality Framework in place to monitor and update these policies and procedures?	Yes / No

5.5 Section C: FINANCIAL & INSURANCE INFORMATION

C1	Who is the person in the organisation responsible for financial matters? (This is the person who will be contacted for further financial information if required.)	
	Name	
	Position	
	Telephone Number	
	Email address	

C2	If the organisation is a member of a group, give the name and address of the ultimate holding company/parent company	
	Name	
	Address (including post code)	

C3	Would the ultimate holding company/parent organisation be prepared to guarantee your contract performance as its subsidiary or can you provide other forms of security for contract performance?	Yes / No
----	--	-----------------

Please answer **ONE** of the following questions: C4 A, B, C, or D and complete the appropriate box

C4 A	Please enclose copies of your audited accounts for the last 3 years.	
	These should include:	
	Balance Sheet	
	Profit and Loss Account	
	Full notes to the accounts, which should include a breakdown of debtors and creditors	
	Director & Auditor's report (where applicable) or accountant's report/letter which confirms the basis on which the accounts have been prepared	
<p>The latest set of accounts should not be more than ten months old.</p> <p>If the last set of accounts is more than 10 months old please attach a statement that the organisation is still trading, a statement of your turnover since that last set of audited accounts, and a forecast of your cash flow for the current year.</p>		
Enclosed:		Yes / No / Not Applicable

C4 B	Please provide a statement of profit & loss account, cash flow, your turnover (value of work undertaken) for the last three financial years, as reported in the final end-year statements of accounts and a statement of your cash and credit position for the last three years.	
Enclosed:		Yes / No / Not Applicable

C4 C	If trading for less than three years, please provide either accounts as in C4A or management accounts as stated in C4B for your years of trading and forecast for the current year, a cash statement of your cash flow forecast for the current year, and letter from your bank outlining the current cash and credit position	
Enclosed:		Yes / No / Not Applicable

C4 D	Failing all of the above, please provide alternate means of demonstrating financial soundness if trading for less than a year (forecast for the current year, a cash statement of your cash flow forecast for the current year, and letter from your bank outlining the current cash and credit position)	
Enclosed:		Yes / No / Not Applicable

C5	VAT Registration Number (if applicable) or statement as to VAT position:	
----	--	--

C6	Are you aware of any significant change affecting your organisation which would affect, materially, the position disclosed in C4 above?	Yes / No
	If Yes, please enclose details	
	Details enclosed	Yes / No / Not Applicable

C7.1	If you are an Industrial and Provident Society Under the Industrial and Provident Societies Act 1965 to 1978 please provide:	
	Date of registration	
	Registration number	
C7.2	If you are a limited company or partnership, your company registration number	

C8	Are there any outstanding claims or litigation against the tenderer, which affect or could affect your ability to perform the contract for the contract period?	Yes / No
	If Yes, please enclose details	
	Details enclosed	Yes / No / Not Applicable

C9	Please give details of your insurance policies:			
		Employers Liability	Public Liability (3rd Party)	Professional Indemnity
	Minimum Required (for each and every claim, costs included)	£10M	£10M	£5M
	Insurer's Name:			
	Insurer's Contact Details:			
	Policy No:			
	Expiry Date:			

	Extent/level of existing cover (£):	£	£	£
	Excess £ (or "deductible")	£	£	£
	If you do not currently hold the minimum cover required, please provide a statement of your commitment to attaining this cover prior to commencing work if successful.			
	Confirm if statement enclosed		Yes / No / Not Applicable	

C10	Has your organisation or any of its Directors been refused insurance cover within the last five years?	Yes / No
	If "Yes" please give details of refusal	
	Confirm if details enclosed	Yes / No / Not Applicable

5.9 Section D: EQUAL OPPORTUNITIES

D1	Is it your policy as an employer to comply with your statutory obligations to staff and applicants for employment under the following equality and non-discrimination laws: The Equality Act 2010 and any Regulations and Codes of Practice produced pursuant to that Act	Yes / No
D1.2	Do you observe the Equalities and Human Rights Commission Code of Practice on Employment, which gives practical guidance to employers and others on the application of the Equalities Act 2010, including the elimination of discrimination against people with protected characteristics of, age, disability, gender reassignment, gender identity, race or ethnicity, religion or belief, pregnancy or maternity, marriage or civil partnership, or sexual orientation?	Yes / No
D1.3	Do you observe all the equality legislation referred to above and work to ensure that neither your employees nor service users face discrimination because of their age, disability, gender, gender identity, race or ethnicity, religion or belief, pregnancy or maternity, marriage or civil partnership, or sexual orientation?	Yes / No
D1.4	Does your organisation have a written equal opportunities policy to ensure compliance with its obligations under the Equalities Act 2010?	Yes / No
D1.5	If yes to Question D1.4, confirm that this policy is enclosed	Yes / No
D1.6	Please explain how you can demonstrate your understanding of and commitment to your statutory obligations.	

All applicants are required to answer the following questions:

D2	In the last three years, has any finding of unlawful discrimination or other breach of Equality Law been made against your organisation by any court or employment tribunal or Employment Appeal Tribunal?	Yes / No
	If YES, please provide details and what steps were taken as a consequence of that finding:	

D3	In the last three years, has your organisation been the subject of a formal investigation by the Equality and Human Rights Commission or any previous equality commission on grounds of alleged unlawful discrimination?	Yes / No
	If YES, please provide details and what steps were taken as a consequence of that finding:	

D4	Who is responsible for dealing with your equality obligations in your organisation? Please provide contact details:
	Name: Job Title: Telephone Number: Position: Email:

D5	How does your organisation promote awareness amongst its staff, including supervisors and managers, of its need to eliminate unlawful discrimination, harassment, and other prohibited conduct, to advance equality of opportunity and the fostering of good relations between people who share a protected characteristic and those who do not, both in employment, access to services, and service delivery?

D6	How does your organisation manage its obligations towards part time and agency workers?

5.10 Section E: HEALTH & SAFETY

E1	Name of Director, Partner or other person responsible for the implementation of your organisation's Health & Safety Policy	

E2	Do you have access to a Health & Safety advisor?	Yes / No
	If Yes, please list details including qualifications, experience and professional membership status	

E3	Have there been any Improvement or Prohibition Notices or Prosecutions served on your organisation by the Health & Safety Executive or Local Authority in the last 10 years?	Yes / No
	If Yes, please enclose details	
	Details enclosed	Yes / No / Not Applicable

If your organisation has more than 4 employees:

E4	Please provide a copy of your organisation's Health & Safety Policy and manual. This should not more than 2 years old and include your Health and Safety policy statement signed and dated by your Chairman/Chief Executive/Managing Director or Company Secretary.	
	Details enclosed	Yes / No / Not Applicable

E5	How is the Health & Safety Policy brought to the attention of your organisation's	
	Employees?	250 words or fewer

	Sub-contractors?	250 words or fewer
--	------------------	---------------------------

If your organisation has less than 5 employees:

E6	Please provide a letter or statement of your commitment to comply with the Health & Safety at Work Act (1974) and the matters in regulation 4 of the Management of HSW Regulations 1999	
	Details enclosed	Yes / No / Not Applicable

5.11 Section F: ENVIRONMENTAL MANAGEMENT

F1	Leicester City Council expects its contractors to comply with, or exceed, all statutory environmental requirements.	
	Has your organisation had any notices or prosecutions served on you with respect to environmental legislation within the last 5 years? You need not disclose details of spent convictions.	Yes / No
	If yes, please enclose details	
	Details enclosed	Yes / No / Not Applicable
	What steps have you subsequently taken to ensure that you comply with environmental legislation and any associated good industry practice guidance? Please enclose examples of procedures and/or staff training records.	
	Examples enclosed	Yes / No / Not Applicable

5.12 Section G: BUSINESS CONTINUITY PLANNING

G1	Do you have a formal Business Continuity Management programme?	Yes / No
	If Yes, What Business Continuity Planning documents are available?	
G1.1	Is the service, the subject of this procurement (provision of Healthwatch and others included in those plans?	
G1.2	When were they last tested?	
	The Council reserves the right to review relevant documents that relate to the service you will provide for the Council.	

G2	If your organisation does not have Business Continuity Management Programme for the service subject of this procurement (provision of Healthwatch then please confirm that if successful and within six months of the commencement of the contract you will have in place a Business Continuity Management Programme	
	Confirm	Yes / No / Not Applicable

G3	Who is responsible for Business Continuity within your organisation?	
	Name	
	Job title	
	Email Address	

5.13 Section H: WORKFORCE QUESTIONS ON SAFEGUARDING

H1	Where work to be undertaken is regulated under the Safeguarding Vulnerable Groups Act 2006 (SVGA), please confirm:	
	<p>1.1 That you understand and will undertake the relevant responsibilities and duties under the SVGA</p> <p>1.2 That members of your Organisation have not been convicted or been the subject of any adverse finding under any offence under the SVGA</p> <p>1.3 That you have policies, procedures and conditions in place as part of the employment of persons in regulated work under SVGA</p> <p style="padding-left: 20px;">a) to make appropriate pre-employment checks b) to make appropriate checks during employment c) to monitor anyone subject to any conditions in the conduct of regulated activity</p> <p>1.4 That you follow the guidance issued by relevant authorities in the management of regulated activity under the SVGA</p> <p>1.5 That you will accept and comply with the Council's safeguarding requirements pursuant to the Council's policies and procedures in relation to safeguarding and the SVGA</p>	
	Please confirm	Yes / No

5.14 Section I: UNDERTAKING BY THE APPLICANT

I/We certify that the information supplied is accurate to be best of my/our knowledge and that I/we accept the conditions and undertakings requested in the questionnaire. I/We understand that false information could result in my/our disqualification from this shortlisting process.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower the Council to cancel any contract currently in force and will result in my/our disqualification from this shortlisting process.

Applicant Name*	
Signed	(Electronic signature required here) Duly authorised on behalf of the Applicant
Position	
Date	

*Please note the term "Applicant" refers to sole proprietor, partnership, incorporated company, and cooperative as appropriate. The undertaking should be signed by a partner or authorised representative in her/his own name and on behalf of the Applicant.

5.15 Section J: J1 STATEMENT RELATING TO GOOD PRACTICE

STATEMENT RELATING TO GOOD STANDING — GROUNDS FOR OBLIGATORY EXCLUSION (IN ELIGIBILITY) AND CRITERIA FOR REJECTION OF CANDIDATES in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)

CONTRACT NAME/DESCRIPTION: Healthwatch Leicester

I/We confirm that, to the best of my/our knowledge, the Applicant is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that:

Grounds for mandatory rejection (ineligibility)

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- (a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organization as defined in Article 2 of Council Framework Decision 2008/841/JHA;
- (b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906; where the offence relates to active corruption;
- (c) the offence of bribery, where the offence relates to active corruption;
 - (ca) bribery within the meaning of section 1 or 6 of the Bribery Act 2010;
- (d) fraud, where the offence relates to fraud affecting the financial interests of the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities, within the meaning of:
 - (i) the offence of cheating the Revenue;
 - (ii) the offence of conspiracy to defraud;
 - (iii) fraud or theft within the meaning of the Theft Act 1968 and the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
 - (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
 - (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
 - (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
 - (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;
 - (viii) fraud within the meaning of section 2,3 or 4 of the Fraud Act 2006;
 - (ix) making, adapting supplying or offering to supply articles for use in frauds

within the meaning of section 7 of the Fraud Act 2006;

- (e) money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002;
 - (ea) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B, or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996; or
 - (eb) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
- (f) any other offence within the meaning of Article 45(1) of Directive 2004/18/EC as defined by the national law of any relevant State.

Applicant Name*	
Signed	(Electronic signature required here)
Position	
Date	

J2 Discretionary grounds for rejection

The Authority is entitled to exclude you from consideration if any of the following apply but may decide to allow you to proceed further. If you cannot answer 'no' to every question it is possible that your application might not get accepted. In the event that any of the following do apply, please set out (in a separate Annex) full details of the relevant incident and any remedial action taken subsequently. The information provided will be taken into account by the Authority in considering whether or not you will be able to proceed any further in respect of this procurement exercise.

The Authority is also entitled to exclude you in the event you are guilty of serious misrepresentation in providing any information referred to within regulation 23, 24, 25, 26 or 27 of the Public Contracts Regulations 2006 or you fail to provide any such information requested by us.

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named Organisation) confirms that it:

- (a) being an individual is a person in respect of whom a debt relief order has not been made or is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established;

Applicant's Name*	
Signed	(Electronic signature required here)
Position	
Date	

Thank you for completing the Business questionnaire, please ensure that you have:

- Answered all the questions appropriate to your application
- Signed the undertaking and statement relating to good standing
- Enclosed relevant documents as follows. **(Please tick appropriate box)**

Question No.	Information Required	Enclosed	N/A
A5	Certificate of Incorporation of the Organisation		
A5	Certificate of change of name of the Organisation		
B3	Organisational structure chart		
B5	Certificates of membership of regulatory, or professional bodies		
B7	Details of financial penalties or contractual damages levied in respect of failure to perform the terms of a contract		
B8	Details of contracts terminated (except by expiry of the contract term)		
B9	Details of contracts defaulted or failed on delivery of contracts or contract not renewed due to failure to perform it's terms		
C4	If appropriate, copies of the last three years' organisation audited accounts, including balance sheet, profit and loss account an cost of sales, full notes of the accounts and Director's/Auditor's report		
C6	Details of any significant changes which could affect materially the position disclosed in C4		
C8	Details of any outstanding claims or litigation against the Tenderer		
C9	If relevant, statement of your commitment to attaining minimum insurance cover stated prior to commencing service provision		
C10	Details of refusal of insurance cover		
D1.5	Equal Opportunities Policy		
E3	Details of prosecutions or notices served on the Organisation by the Health and Safety Executive or Local Authority		
E4/E6	Health and Safety Policy and Manual (if more than 4 employees) or Statement of commitment (if less than 5 employees)		
F1	Details of prosecutions or notices served on the Organisation with respect to environmental legislation		

F1	If relevant, examples of procedures/training records evidencing steps taken to ensure compliance		
I	Signed and completed the Undertaking by the Applicant		
J1	Signed and completed the Statement Relating to Good Standing for Mandatory Rejection		
J2	Signed and completed the Statement Relating to Discretionary Grounds for Rejection		

Leicester City Council

Healthwatch Leicester

Part Six

Form of Tender



1st November 2012

6 Form of Tender

- 6.1 Form of Tender
- 6.2 Pricing Schedule
- 6.3 Method Statements
- 6.4 TUPE Regulations 2006
- 6.5 Tendering Certificate
- 6.6 Guarantee Undertaking
- 6.7 Items which Should be Enclosed With Your Tender

6.1 Form of Tender

UNCONDITIONAL AND IRREVOCABLE OFFER TO LEICESTER CITY COUNCIL

Re: Invitation to Tender dated 1st November 2012 for Healthwatch Leicester

To: Leicester City Council, New Walk Centre, Welford Place, Leicester, LE1 6ZG

Having read carefully the Invitation to Tender:

6.1.1 We offer to perform the Service specified and to complete the contract to meet the requirements of the Invitation to Tender

for operational and board costs and on-going costs

for the sum of £ (total for the initial duration of the contract of three years)

enter amount in words (total for the initial duration of the contract of three years) in accordance with the pricing schedules annexed to this Form of Tender

and

for one-off start-up costs

for the sum of £

enter amount in words in accordance with the pricing schedules annexed to this Form of Tender and fully in accordance with the CONTRACT DOCUMENTS.

6.1.2 We agree that this Tender shall constitute an irrecoverable, unconditional offer, which may not be withdrawn for a period of 90 days from this date.

6.1.3 We confirm that we have enclosed with this Form of Tender the following documents:

- The Business Questionnaire (Part 5)
- The Pricing Schedule (6.2)
- Method Statements (6.3)
- TUPE Regulations (6.4)
- The Tendering Certificate (6.5)
 - Collusive Tendering Declaration
 - Declaration and Canvassing Certificate

6.1.4 We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking in the form set out in Section 6.6 duly completed by our ultimate holding

company. (DELETE IF NOT APPLICABLE)

6.1.5 Unless and until a formal Agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

6.1.6 We understand that the Council is not bound to accept any tender it receives.

Company*

(1) Signature

(2) Signature

.....
Name

.....
Name

.....
(Director)

.....
(Director/Company Secretary)*

For and on behalf of:
(print Company's full name and
registered number)

Registered Address:
.....
.....
.....

DATE:

Sole Principal/Partnership*

(1) Signature

*(2) Signature

.....
Name

.....
Name

.....
Job Title/Designation

.....
Job Title/Designation

For and on behalf of:
(print business's full name)

Business Address
.....
.....
.....

DATE: ..*delete as applicable

6.2 Pricing Schedule

INSTRUCTIONS

1. All prices entered must be net and exclusive of VAT.
2. Inflationary price increase may be awarded to the Service Provider, following an annual review and will be as determined by the Council.
3. Please provide a **full breakdown** of your costs in the tables below, indicating all main elements involved to indicate how you have costed the provision of the service for each year of the contract (initial 3 years +1 +1). Indicate all staffing and costs/margins, where relevant, associated with your costings including all preliminaries, overheads, profit, insurances, health & safety, environmental considerations, labour costs, plant, materials, mileage, parking permits, Board costs incurred by the tenderer in providing the service.

6.2.1 Operational and Board Costs and On-going Costs

We offer to perform the Service specified and to complete the contract to meet the requirements of the Invitation to Tender

for Operational and Board Costs and On-Going costs

for the sum of £ (total for the initial duration of the contract of three years)

enter amount in words (total for the initial duration of the contract of three years)

FULL COST BREAKDOWN:

Operational and Board Costs Structures and On- going costs:	£ (2013/14)	£ (2014/15)	£ (2015/16)	£ (2016/17)	£ (2017/18)
Office rent					
Staffing: Managerial					
Staffing: Frontline					

Operational and Board Costs Structures and On-going costs:	£ (2013/14)	£ (2014/15)	£ (2015/16)	£ (2016/17)	£ (2017/18)
Staffing: Administration					
Recruitment & Travel					
Training & Supervision					
Information, Communication & Technology Systems					
Promotional Materials					
Board costs					
Operating Margin					
Interest on Loans					
Other Costs not mentioned above (please list)					
Total:					

6.2.2 One-off start-up costs **(has to be no more than £20,462 for the first year)**

We offer to perform the Service specified and to complete the contract to meet the requirements of the Invitation to Tender

for one-off start-up costs

for the sum of £

enter amount in words

	£ (2013/14)
One-off start-up costs:	
Marketing Costs	
Promotional Material	
Other Costs not mentioned above (please list)	
Total:	

6.3 Method Statements

Note:

In evaluating Bids, the Council will only consider information provided in response to the ITT. Tenderers should not assume that the Council has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.

Only relevant concise information required to support the Bid should be included in the Tenderer's response or, where necessary, cross-referenced in it. Documents specific to the Bid, referenced in the Bid and provided to the Council, will be considered as part of the Bid. General corporate material and non-specific supporting documentation will not be considered.

Tenderers are responsible for the accuracy of all information concerning Relevant Organisations submitted within their Bids.

As part of the Council's evaluation process written responses are sought to the questions below. The written response to these questions must be included with your tender submission.

Tenderers are referred to Clause 2.7 Award Criteria of the Invitation to Tender document and are reminded that evaluation of Quality criteria (Method Statements responses) will account for 80% of the total tender score for this stage of the tender process. The weighting applied to each question is indicated after the question in brackets below.

All responses will be evaluated, against agreed criteria by a multi-agency panel.

Please note all questions are mandatory

Section A - Service delivery (15%)

**A1. Please explain how you intend to deliver the functions of Healthwatch?
This should include any additional service and capacity restraints and
how they would be addressed. (5%)**

(Maximum Word Count 1000).

A1.1 How will you develop a complementary signposting service for patients and the public to seek information to help them access and make choices about Social Care and Health services and what will be the service standards adopted initially and how will they develop over time? (3%)

(Maximum Word Count 500).

A2. Please provide a full start-up implementation plan for the Healthwatch Leicester service (5%)

Please see Appendix 7 ('Additional Information for Tenderers')

This plan must include as cited in the 'Additional Information for Tenderers' the requirements up until 31st March 2014:

- All activities by month of activity after contract award with costs up until the 31st of March 2014.
- Plans for recruitment of staff (including training and induction plan, Job description and person specification summaries)
- A breakdown of the plan expressed in elapsed days/weeks from the date of the contract award through to full implementation
- An implementation risk assessment which identifies any risks and risk mitigations.

A3. How would you address the challenge of maintaining statutory functions ("business as usual") during the process of transition; at a time when additional demands are being made? Including, but not limited to: (2%)

- a) Retention of active participating volunteers/staff
- b) Ensuring good practice
- c) Maintaining or challenging working relationships
- d) Statutory seat on the Health & Well-being board

(Maximum Word Count 750).

Section B – Workforce (22%)

B1. Please explain how you plan to engage with local partners to establish arrangements to facilitate the delivery of Healthwatch Leicester by a corporate body as a 'social enterprise'. Please describe: (10%)

- a) How Healthwatch Leicester can be designed and delivered, including its legal form, what processes you will implement, including timescales with milestones
- b) Your detailed operating model and management. Include details of your organisational / consortium structure (if appropriate), and operational / delivery / management relationships between consortium partners.
- c) Board structures with summaries of roles and responsibilities. Please provide a diagram.
- d) Staffing/Operational structures with summaries of roles and responsibilities. Please provide a diagram.
- e) Which organisations will be involved in any sub-contractual relationship and how this will be managed
- f) Any informal partnerships with other organisations and how these will be managed
- g) How consortium / sub-contracting / informal partnership arrangements will support you to engage effectively with local people
- h) Details of the office base(s) from which you would propose to manage the service, including communication links that will support the management of the service and provide a locality focus.
- i) How the contribution of volunteers will be encouraged, maximised and valued
- j) How the corporate body will be established and will be owned
- k) How the Board will liaise with stakeholders
- l) How you will manage the transition from the current service and management arrangements to your operating/management model.

(Maximum word count 1,000)

B2. Please describe your model of Governance that will enable the corporate body to focus on being accountable to local people through the delivery of high quality services that are focused on outcomes. You should also describe: (3%)

- How the Board structure will be representative of both communities of place and interest and be designed to promote local democracy and accountability
- How Board members will be recruited to provide strong leadership and take the responsibilities of a corporate body of Healthwatch Leicester in a fair and transparent way that complies with the requirements set out in the service specification.

(Maximum word count 500)

B3. Please submit your recruitment and induction plan for the recruitment of the board and operational Healthwatch staff with clear timescales, as follows: (8%)

- a. A detailed staffing plan that describes the staffing arrangements that will enable the delivery of the service for the duration of the contract. This should include:
 - Planned working patterns and Contractual hours (identifying the numbers of sessions to be worked weekly and annually)
 - Proposed contingency arrangements to cover for planned and unplanned increases in workload and/or staff absences
- b. Details of the managerial staff that will be responsible for delivering the service.
 - Summary document of managerial staff and responsibilities.
- c. Please describe your approach to:
 - Keeping up-to-date with current applicable UK employment legislation;
 - Complying with equal opportunities legislation, equality duties and associated codes of practice; and
 - Ensuring that these standards are upheld in their workforce policies, processes and practices, for the duration of the Contract.
 - Ensuring all relevant staff are CRB checked and approved
 - Staff retention
- d. Please describe how you will ensure that all staff engaged in the delivery of the service have the necessary training, qualifications, experience, current competence and English language communication skills to undertake their roles. Your proposal should provide a summary of Training policies and Induction Pack.
- e. Please describe your approach to achieving and maintaining a positive employee relations environment and in dealing with the following:
 - Any disciplinary, issues and/or complaints of bullying and harassment
 - Any grievances
 - Any reports of malpractice
 - Sickness absence
 - Holiday cover

- f. Please explain what methods you have in place to appraise and manage the performance of all staff.
- g. Please describe how you will identify and address staff conduct and performance issues arising from user complaints.

B4. How will you ensure 'back office' functions are filled by the contract commencement date?(1%)

(Maximum Word Count 500).

B5. Please confirm that all staff that will have access to vulnerable people will have a CRB check prior to commencement of service and/or upon employment?

Note: Yes/No question

Section C – User Focus (10%)

C1. What barriers and obstacles do you envisage in relation to public engagement? And how will you overcome these? (5%)

C1.1 What measures will you put in place to overcome these, particularly when reaching and engaging with seldom heard and hard to reach groups? (3%)

C2. Please explain how you will involve service Users in the 'Enter and View' process? (2%)

(Maximum word count 500)

Section D – Partnership (15%)

D1. Please identify your key partners and explain how and why you will want to work in partnership through involving and engaging with them, including. (10%)

- a. Who?
- b. Why?
- c. What barriers do you envisage and how will you overcome them?

- d. Where do you see their position? Please provide a diagram depicting the strategic and operational links to Healthwatch Leicester.

(Maximum word count 500)

- D2. If you are already a provider of health and/or social care services, how do envisage working with Healthwatch if you were awarded the contract? How will your work be scrutinised? (3%)

(Maximum Word Count 500).

- D3. How will you ensure effective data sharing arrangements are put in place and managed? (2%)

(Maximum Word Count 500).

Section E – Strategic (5%)

- E1. Please explain your understanding of the impact of the Health and Social Care reforms across Britain?? What impact will that have upon the citizens of Leicester? (3%)

(Maximum Word Count 500).

- E2. What impact will Healthwatch Leicester have upon the commissioning cycle? (2%)

(Maximum Word Count 500).

Section F – Service Monitoring (5%)

- F1. How will you ensure that Leicester City receives a credible, effective and successful Healthwatch service for its citizens? (3%)

(Maximum Word Count 500).

- F2. Please provide details on how you will meet the requirements for reporting on service monitoring and evaluation data, and Quality Assurance Systems including the required Quality Mark for the generalist advice. (2%)

(Maximum Word Count 500).

Section G – Continuous Improvement (4%)

- G1. Please describe your approach to continuous improvement initiatives that you would suggest for the lifetime of the contract service provision. (2%)

(Maximum Word Count 500).

- G2. What marketing and publicity mechanisms will be in place to ‘spread the word’ of Healthwatch Leicester? (2%)

(Maximum Word Count 500).

Section H – Information Management and Technology (4%)

- H1 Please explain how the service will manage the privacy, security and confidentiality of information with particular reference to the Data Protection Act 1998 and the general duty of confidentiality. (2%)

(Maximum Word Count 500).

- H2 Please describe the system that you will have in place to ensure that accurate, timely information is supplied in accordance with contractual requirements. (2%)

(Maximum Word Count 500).

For evaluation criteria and weighting, please refer to Appendix 6.

For Information purpose only:

6.4 Transfer of Undertakings (Protection of Employment) Regulations 2006

TUPE Regulations may apply in respect of this contract. Tenderers will need to reach their own conclusion as to whether or not TUPE applies. Tenderers are strongly advised that they should seek independent professional advice on the consequences for them about TUPE and pensions if they are the successful bidder and the TUPE Regulations apply. For this purpose the Council has obtained from the existing service provider details about the staff that this existing service provider says perform the service which is the subject of this Invitation to Tender. These details are set out in Appendix 3. The Council is not in a position to warrant the accuracy of the information provided by the existing service provider. Tenderers are reminded that this information is provided on a strictly confidential basis and for the purpose of submitting this bid.

TUPE

6.4.1. Is this bid a **(please tick)**:

(a) TUPE bid (inclusive of any costs)

Bids will be assumed to provide for all TUPE costs, unless clearly stated to be non-TUPE bid

(b) Non-TUPE bid

(Please demonstrate why you believe that TUPE will not apply.

Only complete if this is a TUPE bid

6.4.2 Please indicate any cost implications resulting from your TUPE response.

6.4.3 Please confirm that you will comply with any information and consultation requirements under TUPE.

Yes

No

6.4.4 Please provide details of measures, including non-transfer related changes to terms and conditions, which you propose to take in respect of any staff transferring to your employment. This will enable the Council to be satisfied that there will be a smooth transition between the old and new contracts and no detriment to service delivery. These details should be given separately for the

different elements of the service.

6.4.5 Please provide details of your pension or compensation proposals.

6.4.6 Please provide a transition plan for taking on staff under TUPE. This should demonstrate that you understand and can manage obligations under TUPE and describe your intended approach to negotiation of measures with the workforce.

6.4.7 Please confirm how you will implement the requirements of TUPE, and the Cabinet Office Statement of Practice 2000 in respect of the Staff who will transfer from the current contractor to your organisation upon commencement of the new service?

6.5 Tendering Certificate

To: LEICESTER CITY COUNCIL (“The Council”)

I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not (either personally or by anyone acting on my/our behalf)

- a) Fixed the amount of the Tender (or the rate and prices quoted) by agreement with any person.
- b) Communicated to anyone other than the Council the amount or approximate amount or terms of my/our proposed tender (other than in confidence in order to obtain quotations, professional advice or insurance necessary for the preparation of the tender).
- c) Entered into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tender to be submitted by him.
- d) Canvassed or solicited any member, officer or other employee of the Council in connection with the award of this or any other Council contract or tender.
- e) Offered, given or agreed to give any inducement or reward in respect of this or any other Council contract or tender.

SIGNED* (1)

Status

SIGNED* (2)

Status

for and on behalf of

Date:

*Note: to be signed by the same signatories as the Form of Tender

COLLUSIVE TENDERING DECLARATION

To: Leicester City Council

I/We* the undersigned do hereby contract and agree on acceptance of this tender, to carry out the Service detailed in the Contract Documents, at the prices and terms quoted, and in accordance with the Conditions of Contract.

In submitting a tender against this contract, I/We* have not done and I/We* undertake that I/We* will not do at any time before the notification of tender results any of the following acts:-

- (a) communicate to any person other than the person calling for the tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender is necessary to obtain insurance premium quotations required for the preparation of the tender;
- (b) enter into any agreement or arrangement with any person that he shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) offer to pay or give or agree to pay any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to this or any other tender or proposed tender for the said work any act or thing of the sort described above. In the context of this clause the word 'person' includes any persons and any body or association, corporate or unincorporated; and 'any agreement or arrangement' includes any such transaction, formal or informal, and whether legally binding or not.

***Delete as applicable**

Signed	(insert electronic signature)
Name (please print)	
Position	
Name of Tenderer	
Address	
Telephone Number	
Fax number	

DECLARATION AND CANVASSING CERTIFICATE

To: LEICESTER CITY COUNCIL

I/We* hereby certify that I/We* have not canvassed or solicited any member, officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Works and that no person employed by me/us* or acting on my/our* behalf has done any such act.

I/We* further hereby undertake that I/We* will not in future canvass or solicit any member, officer or employee of the Council in connection with the award of this Tender or any other Tender or proposed Tender for the Service and that no person employed by me/us* or acting on my/our* behalf will do any such act.

***Delete as applicable**

Signed	(insert electronic signature)
Name (please print)	
Position	
Name of Tenderer	
Address	
Telephone Number	
Fax number	

6.6 Guarantee Undertaking

(TO BE COMPLETED IF THE TENDERER IS A SUBSIDIARY COMPANY)

RE: PROVISION OF **Healthwatch Leicester**

TO LEICESTER CITY COUNCIL TENDERER:

PARENT COMPANY NAME:

ADDRESS:

REG NO:

TO: LEICESTER CITY COUNCIL

In consideration of the Council inviting our subsidiary to tender we hereby enter into this Deed of Undertaking.

We, being the ultimate holding company of our subsidiary company, hereby irrevocably and unconditionally promise and undertake that in the event of the Form of Tender submitted by our subsidiary being accepted by the Council in accordance with the Form of Tender and conditions attached thereto, and, if requested to do so by the Council, we shall forthwith upon request properly execute and deliver to the Council a Deed of Guarantee and Indemnity to guarantee due performance by our subsidiary and indemnify the Council against loss in the form reasonably required by the Council, but subject to the insertion of such details and the making of revisions as the Council may reasonably require in the light of the terms and the nature and effect of the contract constituted by the said acceptance.

DATED thisday of.....2012

[SIGNED as a Deed by

.....

[a Director and Secretary], Director
or [two Directors]

.....

[Director/Secretary]]

6.7 Items which should be enclosed with your Tender

Before returning your tender, please ensure that you have enclosed the following documents (Please tick the appropriate boxes.)

Section		Enclosed
6.1	Form of Tender (completed and signed)	
6.2	Pricing Schedule (completed and full cost breakdown provided)	
6.3	Method Statements (responses completed)	
6.4	TUPE (responses completed)	
6.5	The Tendering Certificate. Including Collusive Tendering Declaration and Declaration and Canvassing Certificate (completed and signed)	
6.6	Parent Company Guarantee (if applicable completed and signed)	
	Any other documents (please list)	