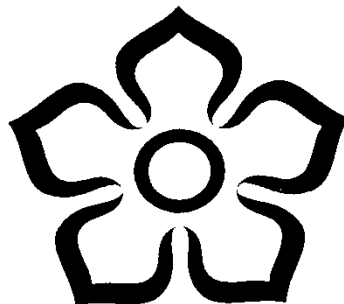


Leicester City Council

**Framework Agreement for the provision of Domiciliary
Support Services**

Invitation to Tender



Leicester
City Council

May 2013

Invitation to Tender for:

Framework Agreement for the provision of Domiciliary Support Services

Comprising

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

Date of Invitation to Tender: 3 May 2013

Tender return date: 11 June 2013 12:00 Hours

Leicester City Council

**Framework Agreement for the provision of Domiciliary
Support Services**

Part One
Introduction

May 2013

1 Introduction

Refer to attached Appendix A.

Leicester City Council

**Framework Agreement for the provision of Domiciliary
Support Services**

Part Two

**Instructions to
Tenderers**

May 2013

2 Instructions to Tenderers

1 General Information and Instructions

1.1 Definitions:

Throughout this document the following definitions will apply:

“The Council” Leicester City Council

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

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) may be rejected.

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 12:00 Hours on 24 May 2013. If the Council considers a query may have a material effect on the tendering process, all tenderers will be notified without delay in writing.

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.

1.4 The **Contact Officer** for this procurement is: Mr Nilesh Shukla, Contracts Officer, Leicester City Council, Service Contracting & Procurement Unit (ASC Procurement), New Walk Centre, A Block 2nd Floor, Welford Place, Leicester LE1 6ZG Telephone number (0116) 252 8343

All correspondence in respect of this tender must be made using the BiP Delta Tender Box system.

2 Confidential Nature of Tender Documentation and Bids

2.1 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.

2.2 If a tenderer does not observe paragraph 2.1, the Council will reject the tender and may decide not to invite the tenderer to tender for future work.

3 Preparation of Bid

- 3.1 Tenderers may decline to bid, but if they have been sent an Invitation to Tender they must alert the Contact Officer promptly.
- 3.2 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.
- 3.3 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.
- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.7 The Invitation to Tender includes in Part 4 the Council's Contract Terms.
- 3.8 Tenders must be submitted exclusive of Value Added Tax (VAT).
- 3.9 The insurance levels quoted in the Invitation to Tender are Leicester City Council's current corporate standard required from all of our Service Providers. This is in accordance with the Authority's Risk Management Strategy.
 - 3.9.1 Tenderers will be required to maintain Employers Liability insurance, Public Liability insurance, Professional Indemnity insurance and Medical Malpractice insurance and tenders should include any and all such premiums.
 - 3.9.2 The minimum amount of financial cover for the Employers and Public Liability insurance policies shall be £10,000,000 for each, for Professional Indemnity insurance shall be £2,000,000 and for Medical Malpractice Insurance shall be £2,000,000 for the duration of the contract.
 - 3.9.3 The Council does not necessarily require tenderers to hold the

required levels of insurance prior to contract award, but would need to see a commitment to attaining the required cover if successful and send a renewed copy of insurance certificates for Employers Liability insurance, Public Liability insurance, Professional Indemnity insurance and Medical Malpractice insurance to the Council.

- 3.9.4 Please note that non-disclosure of insurance levels could mean that minimum levels of financial standing cannot be ascertained and your bid may be rejected as non-compliant.
- 3.10 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.
- 3.11 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.
- 3.12 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.
- 3.13 TUPE may apply in respect of Services procured under the Framework Agreement particularly in the case of the re-provisioning of existing services. Further requirements about TUPE are provided in the Framework Agreement. Providers may wish to obtain independent legal advice as to the implications of the TUPE Regulations. The Council may in some instances prefer to identify a provider for a particular service by means of a Mini Tender Process, rather than simply by calling off at the hourly rates. This approach may be adopted where, for example, the services involve particular complexities, or where there is a likelihood that TUPE may apply. Where a Mini Tender Process approach is adopted, bids will be sought only from amongst those List of Eligible Providers included in the Framework Agreement.
- 3.14 The Council has obtained from the existing service providers details about the staff that these service providers say perform the service which may be subject of call-off to this Invitation to Tender from the Framework Agreement if awarded. These details are set out in **Appendix D**.
- 3.14.1 The Council is not in a position to warrant the accuracy of information provided by these existing service providers.
- 3.14.2 The Council expects that the staff members listed in **Appendix D** will transfer if the existing services are called-off and that TUPE will apply,

Tenderers are reminded that this information is provided on a strictly confidential basis.

- 3.15 Tenderers are advised to seek independent professional advice on the consequences for them if they are the successful bidder and the TUPE regulations apply.
- 3.16 Tenderers will note that proposals for dealing with staff transfer are included within the Award Criteria.

4 Submission of Tender

4.1 Requirements for submission of information:

4.1.1 **All submissions shall be made on the Form of Tender (Part 5.1), incorporating responses to the Specification (Part 3).**

4.1.2 Only information relating to the Tenderer should be submitted unless otherwise requested.

4.1.3 Every item shall be priced in sterling and the submission totalled.

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

- The Pricing Schedule (5.2)
- Method Statements (5.3)
- Transfer of Undertakings of Protection of Employment Regulations 2006 (5.4)
- The Tendering Certificate (5.5)
- Collusive Tendering Declaration (5.5.1)
- Declaration and Canvassing Certificate (5.5.2)
- Guarantee of Undertaking (if applicable) (5.6)
- A statement signed by or on behalf of the Tenderer comprising an expression of interest for one or more Initial Order for Services (see paragraph 5.7 of the Instructions to Tenderers) if the Tenderer wishes to be so considered.

A statement signed by or on behalf of the Tenderer comprising a confirmation in the form set out at paragraph 5.7.1 (ii) of the Instructions to Tenderers.

- Optional Entry For Catalogue (5.8)
- Checklist - Items which should be enclosed with your tender (5.9)

4.1.4 If these documents are not submitted, the bid will be rejected.

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

4.1.6 **Tenderers must upload their documentation via the BiP Tender Box system as one document with all the enclosures on the one document rather than upload several documents as part of the submission.**

- 4.2 **Tenders must be completed and submitted by the due date of 11 June 2013 12:00 Hours.**

Under NO CIRCUMSTANCES will tenders be accepted which arrive after the due date and time for receipt. It is the tenderer's responsibility to ensure arrival on time.

4.2.1 **Tenders must be submitted electronically by using BiP Tender Box system** Please visit <https://www.delta-esourcing.com/delta-essourcing.com> and register as a supplier using the email address that you provided to the Council. You will automatically have access to the tender reference "Invitation to Tender – Leicester City Council Framework Agreements for the provision of Domiciliary Support services (**Access Code: JPN4A69326**)".

4.2.2 **Electronic submission of all required documents is required. This should also include electronic signatures.**

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

4.3 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.

4.4 **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:

4.4.1 where the tenderer is a partnership, by two (2) duly authorised partners;

4.4.2 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.

5 Award Criteria

5.1 Any tender that is accepted will be awarded to the most economically advantageous tender in accordance with the following award criteria in descending order of importance:

- Quality 80 Percentage
- Price 20 Percentage

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.

- 5.1.1 Any bid that that fails on price will be excluded (see 5.5a Financial Evaluation).
- 5.1.2 In respect of the Method Statement if a bid scores a “Failure” for any question in the method statement (see 5.6 Qualitative Evaluation) following the evaluation in accordance with the method set out in paragraph 5.6.4 Qualitative Evaluation, then officers will examine the response further and make a final collective (moderated) decision on whether the “Failure” assessment is upheld. As part of this process the right is reserved to seek clarifications from tenderers, where this is considered necessary to achieve a full understanding of the proposals received.
- 5.1.3 During the evaluation of written tenders the Council may decide to seek clarifications from tenderers, where this is considered necessary to achieve a full understanding of the proposals received.
- 5.1.4 Where the Council seeks clarifications from tenderers, it may do this either by requiring a written response to a request for clarification or a response at interview to the request for clarifications at the Council’s discretion. Where interviews are to be held, these are currently expected to be held week commencing 8th July 2013. The interview panel will comprise of suitably qualified and experienced officers.
- 5.2 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.

5.3 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.

- 5.3.2 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.
- 5.3.3 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.

5.4 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.

5.4.1 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 Service Providers. 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 the Service Users. A bad service experience cannot be repaired on a promise of non-reoccurrence in the future. Assessment by Service Users of any non-conformity will therefore become a vital part of the process.

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

5.4.3 The assessment of the tender will be qualitative and quantitative. The qualitative element will be weighted at 80 Percentage of the evaluation. The financial element will be weighted at 20 Percentage of the evaluation.

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

5.5 Financial Evaluation

The financial evaluation for the Price hourly rates will be carried out as follows:

- a. Eliminate any tender received for which the Price fails to stay within the Price envelope quoted by the Council for all the Lots. The Price Envelope for each Lot (Lot 1, Lot 2, Lot 3, Lot 4) is as follows:

Lot	Domiciliary Service Provision	Minimum Price Per Hour	Maximum Price Per Hour
Lot 1 – Generic Domiciliary Support Services	Domiciliary Support Service Provision (Monday to Sunday)	£11.75	£12.75
Lot 2 – Specialist Domiciliary Support Services	Specialist Domiciliary Support Service Provision (Monday to Sunday)	£12.00	£13.00
Lot 3 - Specialist Domiciliary Support Services (ABI)	Domiciliary Support Service Provision – Acquired Brain Injury (Monday to Sunday)	£12.00	£13.00
Lot 4 - Generic Domiciliary Support Services Extra Care Set Up Danbury Gardens	Domiciliary Support Service Provision (Monday to Sunday)	£11.75	£12.75

Note:

All prices entered must be gross and *exclusive* of VAT.

All prices quoted must include all costs and expenses (i.e. staffing, travel, administration, overheads, etc).

A single price will apply, regardless of the location where services are to be provided, the time of day or day of the week.

Prices will include provision on night, weekends and bank holidays.

- b. For the remaining tenders, the cost for the project will be evaluated using the method outlined below:
- c. The lowest cost per week will be awarded 100 out of 500 as follows:
- d. The lowest cost will be awarded a score of 100 and all other bids will be scored using the formula: Bids score = 100 x (lowest total cost / bid cost)
- e. Example: Three bids are received. The total cost for each is

Bid A	£11.80
Bid B	£12.00
Bid C	£12.10

The cost for the each bid is as follows:

Bid A =	100 x (11.80/11.80) =	100% = 100
Bid B =	100 x (11.80/12.00) =	98.33% =98.33
Bid C =	100 x (11.80/12.10) =	97.52% =97.52

The amounts of tenders considered in this evaluation will be the net tender figure submitted forming **20%** of the award.

5.6 Qualitative Evaluation

5.6.1 The qualitative evaluation of submissions will assess the responses to the Method Statement (5.3 of the Form of Tender).

Method Statements Question	Section	Maximum score per question	Weighting	Points Available
A1	Workforce	5	5	25
A2	Workforce	Y/N	n/a	
A3	Workforce	5	5	25
A4	Workforce	5	5	25
B1	Service Delivery	5	4	20
B2	Service Delivery	5	4	20
B3	Service Delivery	5	4	20
C1	User Focus	5	4	20
C2	User Focus	5	4	20
C3	User Focus	5	4	20
C4	User Focus	5	3	15
D1	Service Monitoring	5	4	20
D2	Service Monitoring	5	2	10
E1	Continuous Improvement	5	3	15
E2	Continuous Improvement	5	3	15
F1	Sustainability	5	4	20
G1	TUPE	5	2	10
Sub-total		5	60	300
H1(a)	LOT 1	5	10	50
H2(a)	LOT 1	5	10	50
H1(b)	LOT 2	5	10	50
H2(b)	LOT 2	5	10	50
H1(c)	LOT 3	5	10	50
H2(c)	LOT 3	5	10	50
H1(d)	LOT 4	5	10	50
H2(d)	LOT 4	5	10	50
Sub-total		5	20	100
Total Quality		5	80	400
Total Price		5	20	100

Note:

For each of the Lots, the total of 500 marks is available.
This consists of: 400 (Quality) + 100 (Price)

5.6.2 The qualitative assessment will form 80 Percentage (400 points) of the award.

5.6.3 In respect of the Method Statements, suitably qualified and experienced officers of the Council 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:

Category	Marks	Result	Criteria
Unacceptable	0	Fail	A question not answered or totally fails to meet contractual requirements for given area - unacceptable.
	1	Very Poor	Fails significantly to meet the contractual requirements for the given area. Well below adequate contractual requirements across a number of areas.
Inadequate	2	Poor	Borders the acceptable contractual requirements for the given areas - inadequate in certain minor areas.
Adequate	3	Acceptable	Meets overall the minimum acceptable contractual requirements for the given area - Satisfactory.
Good	4	Good	Demonstrated with explanations/examples the extent of the contractual requirements, which will be met with evidence of best practice in some areas.
Very Good	5	Very Good	Robustly demonstrated with fuller explanations/examples the extent of the contractual requirements, which will be met with evidence of best practice in many areas.

- 5.6.4 The total score from all officers involved will be averaged.
- 5.6.5 The total score from all officers involved will be averaged and applied to the weighting given to each question.
- 5.6.6 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.
- 5.6.7 Following the evaluation of ITT submitted tenders, any tender that is accepted will be awarded to the most economically advantageous tender in accordance with the following award criteria
- Lot 1 - the highest scoring of up to 15 tenderers
 - Lot 2 - the highest scoring of up to 3 tenderers
 - Lot 3 - the highest scoring tenderer
 - Lot 4 - the highest scoring tenderer

5.6.8 **Reserve Framework**

As part of the Tender process, the Council also wishes to establish a Reserve Framework in respect of the Lots. The Council reserves the right to use the Reserve List in cases where it is intended to be available for use by the Commissioner in the circumstances envisaged under Clause 4.2 of this Framework Agreement, that is in the event that there are no Providers or Eligible Providers (as the case may be) admissible to perform a Package Briefing following the application of any of the Call Off procedures under the Framework Agreement.

The minimum and maximum numbers (or the number) of Providers to be appointed for each Reserve Framework shall be as follows (subject always to sufficiency of admissible tenders that meet the award criteria):-

Lot 1 – a maximum of 5 and a minimum of 3

Lot 2 – 3

Lot 3 – 1

Lot 4 – 1

Evaluation and award will be in like manner as set out in this section 5 from the tenders remaining following the selection of Tenderers to be a party to the principal Framework. The maximum number of Tenderers that may be

selected to be a party to the principal Framework, for each Lot, is shown in the OJEU contract notice about this tender, dated

26th October 2012 under reference 340863 – 2012.

All Tenderers are also invited to submit a catalogue entry (maximum 500 word, the Tenderers trade mark or logo (maximum 1.5" x 1") plus 1 picture maximum 3" x 2.5") summarising their tender, for publication by the Council in a brochure that is intended to be available to service users on Direct Payments. This brochure is intended to be published by the Council in both hard copy and electronic format. The Council not be responsible for the content of such brochure and any statements in the entry will be the opinion of the Tenderers. The Council will publish the catalogue as soon as a reasonably practicable following the expiry of the award procedures. The Council does not guarantee that the online content will be or remain uninterrupted, error free or unrestricted. This opportunity is not part of the Tender, and will not be evaluated. The Council reserves the right (following consultation with the Tenderer) to edit any entry. Tenderers may withdraw any entry before the publication deadline (which will be notified to Tenderers following the expiry of award procedures) if Tenderers wish to submit a catalogue entry content should be set out on Form 5.7 at the end of Part 5 (Form of Tender) but it will not comprise part of the Tender, will not be evaluated and is not a compliance requirement of this opportunity to tender.

5.7 Initial Order For Services – Current Service Users

5.7.1 The Council currently supports approximately 2000+ users, in the contracts listed at Annex A.

Providers are invited to submit, as part of their tender, their expression of interest for all or any of the contracts listed at Annex A.

For each Initial Order for Services contracts listed at Annex A expression of interest that is submitted, the following documents should be submitted:-

- (i) A clear statement of which contract the proposal relates to (see Annex A)
- (ii) Confirmation that the information provided by the bidder in response to the ITT is true and accurate and holds good for the Initial Order For Services Contracts Proposal.

5.7.2 Contracts for Initial Order for Services will be awarded on the following basis:

- (i) The Council has determined, following its internal assessment of current service user requirements and well-being, that where a current provider is awarded a Framework Agreement for the relevant Lot and

holds CQC registration and who has expressed an interest under 5.7.1 above for that Lot.

- (ii) Otherwise the award of a contract for an Initial Group Scheme will be made by following the process (Procedure 2) set out at paragraph 4.3 of the Framework Agreement by way of competition between the Providers which are parties to that Framework Agreement.

Note:

Provision is made in the Framework Agreement for Providers to be suspended from the Framework in certain circumstances. Suspension will have the effect that no Order for Services can then be placed with that Provider at any time a suspension is in effect. Tenderers should refer to Clause 11 of the Framework Agreement.

6 Award Process

- 6.1 The Council expects to decide the award of framework agreements within 6 months of the closing date for submission of tenders (see paragraph 4.2). Bids shall remain open for acceptance for a minimum of 6 months.
- 6.2 The Council may, if necessary, extend the 6 month period for completing the award process.
- 6.3 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. The notice to unsuccessful tenderers will contain those matters required to be notified as if the process was subject to the Public Contract Regulations 2006. The Council will apply a 10 day standstill period from the date it gives this notice.
- 6.4 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.
- 6.5 Tenders shall be submitted on the basis that the offer to carry out the service shall remain in force for a minimum period of 6 months from the closing date for the submission of tenders specified above (4.2). 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 day notice to the Council. Such notice must be delivered at the above address at the tenderers own risk.
- 6.6 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 Service Provider shall upon request of the Council execute a formal contract in the form contained in the Contract Documents.
- 6.7 The tenderer must be prepared to commence carrying out the Service on Commencement Date **14 October 2013**.

- 6.8 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.
- 6.9 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.

7 Tenderer's Warranties

In submitting its tender, the tenderer warrants, represents and undertakes to the Council that:

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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.

Annex A

Details of Contracts	Estimated number of service users	Estimated Total hours per week	Location of Users
Lot 1 – Generic Domiciliary Support Services	Up to 15 Providers		
Contract 1	400	3,400	Citywide
Contract 2	325	2,800	Citywide
Contract 3	300	2,200	Citywide
Contract 4	200	1,600	Citywide
Contract 5	175	1800	Citywide
Contract 6	175	1,200	Citywide
Contract 7	150	1,000	Citywide
Contract 8	100	1,600	Citywide
Contract 9	100	700	Citywide
Contract 10	5	150	Citywide
Contract 11	2	40	Citywide
Contract 12	2	30	Citywide
Lot 2 – Specialist Domiciliary Support Service Contracts	Up to 3 Providers		
Specialist Contract 1	10	250	Citywide
Lot 3: Specialist Domiciliary Support Services - Acquired Brain Injury	One Provider		
ABI – 1 Contract	5	250	Citywide
Lot 4 – Generic Domiciliary Support Services Extra Care Set Up - Danbury Gardens	One Provider		
Extra Care Scheme – 1 Contract	50	720	Danbury Gardens

Leicester City Council

**Framework Agreement for the provision of Domiciliary
Support Services**

Part Three
Specification

May 2013

3 Specification

Framework Agreement for the provision of Domiciliary Support Services

Refer to attached Appendix B Service Specification for the provision of Domiciliary Support Services. (Service Specification includes requirements for the Lot 1 - Generic Domiciliary, Lot 2 - Specialist Domiciliary, Lot 3 – Specialist Domiciliary Acquired Brain Injury and Lot 4 – Generic Domiciliary Support Services in Extra Care at Danbury Gardens)

Part Four

**Conditions of
Contract**

4 Conditions of Contract

Refer to attached Appendix C for the Framework Agreement for the provision of Domiciliary Support Services.

Leicester City Council

**Framework Agreement for the provision of Domiciliary
Support Services**

Part Five

Form of Tender

May 2013

5 Form of Tender

5.1 Form of Tender

5.2 Pricing Schedule

5.3 Method Statements

5.4 Transfer of Undertakings (Protection of Employment) Regulations 2006

5.5 Tendering Certificate

5.5.1 Collusive Tendering Declaration

5.5.2 Declaration and Canvassing Certificate

5.6 Guarantee Undertaking (if applicable)

5.7 Optional Entry for Catalogue

5.8 Initial Order for Services

5.9 Checklist - Items which Should be Enclosed With Your Tender

5.1 Form of Tender

UNCONDITIONAL AND IRREVOCABLE OFFER TO LEICESTER CITY COUNCIL

Re: Invitation to Tender dated 3 May 2013 for Framework Agreement for the provision of Domiciliary Support Service

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

Having read carefully the Invitation to Tender:

5.1.1 We offer to perform the Service specified and to complete the contract to meet the requirements of the Invitation to Tender in accordance with the pricing schedules annexed to this Form of Tender at Section 5.2 and fully in accordance with the CONTRACT DOCUMENTS.

5.1.2 We agree that this Tender shall constitute an irrecoverable, unconditional offer, which may not be withdrawn for a period of 6 months from this date.

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

- The Pricing Schedule (5.2)
- Method Statements (5.3)
- Transfer of Undertakings (Protection of Employment) Regulations 2006 (5.4)
- The Tendering Certificate (5.5) and including as well
 - 5.5.1 Collusive Tendering Declaration
 - 5.5.2 Declaration and Canvassing Certificate
- Guarantee Undertaking (5.7 - if applicable)
- A statement signed by or on behalf of the Tenderer comprising an expression of interest for one or more Initial Order for Services (see paragraph 5.7 of the Instructions to Tenderers) if the Tenderer wishes to be so considered.
A statement signed by or on behalf of the Tenderer comprising a confirmation in the form set out at paragraph 5.7.1 (ii) of the Instructions to Tenderers.
- Optional Entry For Catalogue (5.8)
- Checklist – Items should be enclosed with your tender (5.9)

5.5.1 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 5.5 duly completed by our ultimate holding company. **(DELETE IF NOT APPLICABLE)**

- 5.5.2 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.
- 5.5.3 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**

5.2 Pricing Schedule

INSTRUCTIONS

The prices entered in this schedule by the tendering organisation are the ones at which services will be normally procured and provided under the framework, except (as already noted) in instances where there is a likelihood that 'TUPE' will apply or other special circumstances prevail. In such cases, services may be procured following a Mini Tender Process. Where a Mini Tender Process approach is adopted, bids will be sought only from amongst those List of Eligible Providers included in the Framework Agreement.

1. GENERAL

- a) All prices entered must be gross and *exclusive* of VAT.
- b) All prices quoted must include all costs and expenses (i.e. staffing, travel, administration, overheads, etc).
- c) A single price will apply, regardless of the location where services are to be provided, the time of day or day of the week.
- d) Prices will include provision on weekends and bank holidays.
- e) Bank holidays will be the English national holidays and will not include 'concessionary' and other local authority holidays, all of which will be paid at appropriate day rate, waking night rate and sleep in rate.
- f) Prices will apply to all areas of Leicester City
- g) See Framework Agreement Clause 5 Price in respect of review of Prices.
- h) See Call-Off Services Agreement Clause 6 in respect of Payment Arrangements.

COST BREAKDOWN:

- (i) For each Lot tendered for, please provide a **full breakdown** of your costs, on the spread sheet provided. Indicate all staffing and costs/margins associated with your costing)
- (ii) The Council will eliminate any tender received for which the Price fails to stay within the Price envelope quoted by the Council for all the Lots. The Price Envelope for each Lot, (Lot 1, Lot 2, Lot 3, Lot 4) is as follows:

2.

Lot	Domiciliary Service Provision	Minimum Price Per Hour	Maximum Price Per Hour
Lot 1 – Generic Domiciliary Support Services	Domiciliary Support Service Provision (Monday to Sunday)	£11.75	£12.75
Lot 2 – Specialist Domiciliary Support Services	Domiciliary Support Service Provision (Monday to Sunday)	£12.00	£13.00
Lot 3 - Specialist Domiciliary Support Services (ABI)	Domiciliary Support Service Provision – Acquired Brain Injury (Monday to Sunday)	£12.00	£13.00
Lot 4 - Generic Domiciliary Support Services Extra Care Set Up Danbury Gardens	Domiciliary Support Service Provision (Monday to Sunday)	£11.75	£12.75

HAVING TAKEN ACCOUNT OF THE INSTRUCTIONS SET OUT ABOVE AND ALL THE INFORMATION IN THE TENDER PACK IN PARTICULAR ABOUT PRICING, PAYMENTS AND SERVICE REQUIREMENTS, PLEASE COMPLETE THE FOLLOWING FOR EACH LOT FOR WHICH YOU HAVE BEEN SHORTLISTED FOR AND INVITED TO SUBMIT A TENDER AS PER COMMUNICATION DATED 5th FEBRUARY 2013 FROM THE COUNCIL.

COST BREAKDOWN:

For each Lot tendered please provide a full breakdown of your costs, **in the sheet below** indicating all main elements involved to indicate how you have costed the hourly rates submitted. Please enter information only in the “values” column and do not alter the element headings. The sheet can be saved and attached as an MS Excel Spread sheet for ease of use. Providers may attach relevant documentation to clarify any elements.

Please indicate Lot(s) you are applying for:

Lot	Domiciliary Service Provision	Please indicate
Lot 1	Generic Domiciliary Support Services	YES <input type="checkbox"/> NO <input type="checkbox"/>
Lot 2	Specialist Domiciliary Support Services	YES <input type="checkbox"/> NO <input type="checkbox"/>
Lot 3	Specialist Domiciliary Support Services (ABI)	YES <input type="checkbox"/> NO <input type="checkbox"/>
Lot 4	Generic Domiciliary Support Services Extra Care Set Up Danbury Gardens	YES <input type="checkbox"/> NO <input type="checkbox"/>

Please summarise your hourly rate in the relevant lot:

LOT 1 – Generic Domiciliary Support Services

Service Provision	Rate Per Hour £
Domiciliary Support Service Provision (Monday to Sunday)	£ per hour

<u>Please enter your costings in the Value column to show how you have calculated your quoted hourly rate (in the format £X:XX)</u>		Value
Basic Salary		
Employer NI		
Employer Pension cost		
Holiday Pay incl. bank holidays		
Estimated Sick Pay Cost		
Basic Payroll cost (weekdays)	Sub Total 1	
Extra pay for weekends and bank holidays.	Sub Total 2	
Direct Payroll Cost	Sub Totals 1 & 2:	
<u>Overheads</u>		
Standby Staff Cost		
Uniform , gloves etc.		
Training		
Travel cost		
Recruitment cost		
ECM Cost		
Office Based staff e.g. co-ordinator / schedulers.		
Establishment cost. Rent, Utility, Communication, insurance, fixtures and fittings.		
Management costs		
Finance costs: e.g. Debt collection, admin for invoices and others, stationery		
Legal, policies, marketing, safeguardings, seminars etc.		
Interest on Loans		
Other overheads (please detail below)		
Total Overheads	Sub Total 3	

Total Cost (Payroll + overheads)	Sub Totals 1,2 & 3	
Operating Margin		
Total cost chargeable to Leicester City Council		
Please detail "Other overheads" here:		

LOT 2 – Specialist Domiciliary Support Services

HOURLY RATE	Rate Per Hour £
Domiciliary Support Service Provision (Monday to Sunday)	£ per hour

<u>Please enter your costings in the Value column to show how you have calculated your quoted hourly rate (in the format £X:XX)</u>	
	Value
Basic Salary	<input type="text"/>
Employer NI	<input type="text"/>
Employer Pension cost	<input type="text"/>
Holiday Pay incl. bank holidays	<input type="text"/>
Estimated Sick Pay Cost	<input type="text"/>
Basic Payroll cost (weekdays)	Sub Total 1
Extra pay for weekends and bank holidays.	Sub Total 2
Direct Payroll Cost	Sub Totals 1 & 2:
<u>Overheads</u>	
Standby Staff Cost	<input type="text"/>
Uniform , gloves etc.	<input type="text"/>
Training	<input type="text"/>
Travel cost	<input type="text"/>
Recruitment cost	<input type="text"/>
ECM Cost	<input type="text"/>
Office Based staff e.g. co-ordinator / schedulers.	<input type="text"/>
Establishment cost. Rent, Utility, Communication, insurance, fixtures and fittings.	<input type="text"/>
Management costs	<input type="text"/>
Finance costs: e.g. Debt collection, admin for invoices and others, stationery	<input type="text"/>
Legal, policies, marketing, safeguardings, seminars etc.	<input type="text"/>
Interest on Loans	<input type="text"/>
Other overheads (please detail below)	<input type="text"/>
Total Overheads	Sub Total 3

Total Cost (Payroll + overheads)	Sub Totals 1,2 & 3	
Operating Margin		
Total cost chargeable to Leicester City Council		
Please detail "Other overheads" here:		

LOT 3 – Specialist Domiciliary Support Services (Acquired Brain Injury)

HOURLY RATE	Rate Per Hour £
Domiciliary Support Service Provision (Monday to Sunday)	£ per hour

<u>Please enter your costings in the Value column to show how you have calculated your quoted hourly rate (in the format £X:XX)</u>	
	Value
Basic Salary	<input type="text"/>
Employer NI	<input type="text"/>
Employer Pension cost	<input type="text"/>
Holiday Pay incl. bank holidays	<input type="text"/>
Estimated Sick Pay Cost	<input type="text"/>
Basic Payroll cost (weekdays)	Sub Total 1
Extra pay for weekends and bank holidays.	Sub Total 2
Direct Payroll Cost	Sub Totals 1 & 2:
<u>Overheads</u>	
Standby Staff Cost	<input type="text"/>
Uniform , gloves etc.	<input type="text"/>
Training	<input type="text"/>
Travel cost	<input type="text"/>
Recruitment cost	<input type="text"/>
ECM Cost	<input type="text"/>
Office Based staff e.g. co-ordinator / schedulers.	<input type="text"/>
Establishment cost. Rent, Utility, Communication, insurance, fixtures and fittings.	<input type="text"/>
Management costs	<input type="text"/>
Finance costs: e.g. Debt collection, admin for invoices and others, stationery	<input type="text"/>
Legal, policies, marketing, safeguardings, seminars etc.	<input type="text"/>
Interest on Loans	<input type="text"/>
Other overheads (please detail below)	<input type="text"/>
Total Overheads	Sub Total 3

Total Cost (Payroll + overheads)	Sub Totals 1,2 & 3	
Operating Margin		<input type="text"/>
Total cost chargeable to Leicester City Council		
Please detail "Other overheads" here:		

LOT 4 – Generic Domiciliary Support Services Extra Care Set Up Danbury Gardens

HOURLY RATE	Rate Per Hour £
Domiciliary Support Service Provision (Monday to Sunday)	£ per hour

<u>Please enter your costings in the Value column to show how you have calculated your quoted hourly rate (in the format £X:XX)</u>	
	Value
Basic Salary	
Employer NI	
Employer Pension cost	
Holiday Pay incl. bank holidays	
Estimated Sick Pay Cost	
Basic Payroll cost (weekdays)	Sub Total 1
Extra pay for weekends and bank holidays.	Sub Total 2
Direct Payroll Cost	Sub Totals 1 & 2:
<u>Overheads</u>	
Standby Staff Cost	
Uniform , gloves etc.	
Training	
Travel cost	
Recruitment cost	
ECM Cost	
Office Based staff e.g. co-ordinator / schedulers.	
Establishment cost. Rent, Utility, Communication, insurance, fixtures and fittings.	
Management costs	
Finance costs: e.g. Debt collection, admin for invoices and others, stationery	
Legal, policies, marketing, safeguardings, seminars etc.	
Interest on Loans	
Other overheads (please detail below)	
Total Overheads	Sub Total 3

Total Cost (Payroll + overheads)	Sub Totals 1,2 & 3	
Operating Margin		<input type="text"/>
Total cost chargeable to Leicester City Council		
Please detail "Other overheads" here:		

5.3 Method Statements

Note:

- a. In evaluating bids, the Council will only consider information provided in response to the ITT. Bidders should not assume that the Council has any prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services, projects or procurements.
- b. Bidders are responsible for the accuracy of all information concerning Relevant Organisations submitted within their Bids.
- c. Each method statement question should be submitted on a separate sheet(s) clearly marked with the Tenderers Organisation name, the question number and question asked.
- d. Tenderers should not replicate their policies and procedures in the method statements, but demonstrate how they apply these in their everyday practice when delivering services/outcomes.
- e. 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, reference 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.
- f. Your response to each, individual question should not exceed **1,000** words (the length of individual responses may vary depending on the question, however, in no circumstances should exceed the word limit given).
- g. All responses will be evaluated, against criteria by the Tender Panel.

Please note sections A-G are mandatory for ALL Bidders. In section H, please ONLY answer relevant questions depending on the Lot(s) applied for. For each Lot there are two specific questions, which you are required to answer to be considered for that Lot.

Section A – Workforce (15%)

A1. Please describe your approach to:

- Continuous Professional Development of all staff involved in the delivery of domiciliary support services.
- Keeping up-to-date with current applicable UK employment legislation;
- Complying with equal opportunities legislation, equality duties and associated codes of practice;
- Ensuring that these standards are upheld in their workforce policies, processes and practices, for the duration of the Contract;
- Ensuring all relevant staff are DBS checked and approved;
- Staff retention;
- Safeguarding and Whistleblowing.

(5%)

A2. Please confirm that all staff who will have access to vulnerable adults will have a DBS check prior to commencement of service and/ or upon employment?

Note: Yes/No question

A3. Please describe your approach to achieving and maintaining a positive employee relations environment and in dealing with the following:

- Any staff conduct and performance issues arising from Service User/ carer/ commissioner complaints, including disciplinary, issues and/or complaints of bullying and harassment
- Any grievances;
- Any reports of malpractice;
- Sickness absence;
- Weekend Arrangements and Holiday Cover; and
- Any instances of drug and substance misuse.

(5%)

A4. Please describe the operational and management procedures for staff, including the following:

- Staffing Rota arrangements, we are also interested in your approach where two or more care workers are required to deliver appropriate care;

- How the service supports staff to carry out their work including supervision arrangements;
- How the service manages the lone working of staff and protects their interests as employees in operating domiciliary support services. Employee interests include due consideration to their health and safety, protection from abuse and general welfare. (5%)

Section B -Service Delivery (12%)

B1. What is your organisation's approach to risk management and does that impact on the delivery of domiciliary support services? (4%)

B2. Please describe the service complaints / compliments procedure and the mechanism for gathering and recording information and how this is analysed and acted upon. (4%)

B3. Please detail and describe all aspects of service delivery in relation to care planning, in particular how the service embeds person centred culture amongst staff. (4%)

Section C – User Focus (15%)

C1. Please describe how the service ensures that the views and experiences of service users are listened to and acted upon. (4%)

C2. Please describe how the service ensures continuity of care / consistency of care workers and ensures that service users have information about the choices available. (4%)

C3. Please describe how the service ensures that late and /or missed visits are minimised / eliminated and what impact assessments you have in place where this happens. (4%)

C4. Please detail up to three quality improvement initiatives that you have delivered whilst providing a domiciliary support service and their impact on improved Service Users outcomes and/or delivery. (3%)

Section D – Service and Finance Monitoring (6%)

D1. Please detail how your organisation will meet the requirements for electronic care monitoring arrangements as evidenced in the service specification. (4%)

D2. How does your organisation organise itself to ensure that:

- the Service User is only charged for the time that they actually receive and that the local authority is charged accurately;
- queries over charges are resolved promptly. (2%)

Section E – Continuous Improvement (6%)

E1. The needs of the service/contract may change during the duration of the contract; this could be for a variety of reasons, for example rapid response service. How adaptable is your team/organisation in responding to changes such as this? (3%)

E2. Please identify your key partners and explain how and why you work in partnership through involving and engaging them and what you think are the key areas? (3%)

Section F – Sustainability (4%)

F1. As an organisation, which areas do you feel you could actively contribute to sustainability whilst delivering this service and what key objectives on sustainability do you hope to implement or achieve in the next 12 months? (4%)

Section G – TUPE (2%)

G1. Please confirm that you will comply with any information and consultation requirements under TUPE and please provide a transition plan for taking on staff under TUPE. This should demonstrate that the company understands and can manage obligations under TUPE and describe your intended approach to negotiation of measures with the workforce. In response to this question you are permitted to include a transition plan for taking on staff under TUPE.

- What challenges do you anticipate in managing a workforce with TUPE transferees from other organisations, and:
- What practical steps will you take to resolve these challenges? (2%)

LOT(S) SPECIFIC QUESTIONS (ONLY IF APPLICABLE)

Section H – Lot Specific Questions (20%)

LOT 1: Generic Domiciliary Support Service

H1.(a) Please describe the arrangements of your service that will enable the successful delivery of services for the four years the framework agreement. If service users are placed with your service on the Framework what is your start up approach? Please ensure your answer covers:

- Maintaining current service commitments;
- Responding to new service package requests;
- Working under a framework agreement;
- Details of any capacity constraints. (10%)

H2.(a) You have accepted a care package (four visits per day) for Mrs Smith, an 89 year old Service User with a long standing diagnosis of Dementia. She lives on her own in an owner occupied house. Physically, she is relatively able but is not keen on leaving her house. She was supported by her husband until a couple of weeks ago, when he died suddenly. Daughters have been supporting in the interim but do not live locally and need to return home.

Can you advise what steps you would take in relation to ensuring a high standard of care for Mrs Smith and what potential recommendations you would make to the Care Management Team about a plan that would allow her to remain in her own home? (10%)

LOT 2: Specialist Domiciliary Support Service

H1.(b) Please describe the arrangements of your service that will enable the successful delivery of services for the four years the framework agreement. If service users are placed with your service on the Framework what is your start up approach? Please ensure your answer covers:

- Maintaining current service commitments;
- Responding to new service package requests;
- Working under a framework agreement;
- Details of any capacity constraints. (10%)

H2.(b) You have accepted a care package for a 19 year old male Service User. Donald has autism with a particular obsession about kidnapping and tying up females. He displays the ability to plan and be covert. He has been residing at a

specialist school in Lancashire, returning home to his mother's in Leicester for school holidays. However, he is now returning to live with his mother permanently. Donald has previously tried to strangle and throw across the room one of his younger half-siblings. There are also concerns that Donald's mother has been allowing him to access bondage sites on a PC at home.

How would you propose to manage Donald's behaviour, in conjunction with the Care Management Team, whilst promoting his independence? (10%)

LOT 3: Acquired Brain Injury Domiciliary Support Service

H1.(c) Please give a full start up implementation plan for the mobilisation of the service. This plan must include:

- All key tasks/ activities by month for the first twelve months of activity after contract award.
- Plans for recruitment of staff (including training and education needed)
- 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. (10%)

H2.(c) Natalie is a forty year old who experienced a brain injury due to a stroke. This has affected her mobility (she is now a wheel chair user), motor skills, peripheral vision and cognition. The stroke and its impact on Natalie's daily living skills have distressed herself and her family who all considered that she would be able to return to her career but she has had to retire early. Her life now involves care workers that assist her throughout the day with all aspects of personal care. She experiences problems with retaining information and making informed choices, due to her cognitive damage.

How would you ensure that care workers respond to her needs? How would you support Natalie and her family to come to terms with her impairments and ensure that she does not become socially isolated? (10%)

LOT 4: Domiciliary Support Service at Danbury Gardens

H1.(d) Please give a full start up implementation plan for the mobilisation of the service. This plan must include:

- All key tasks/ activities by month for the first twelve months of activity after contract award.
- Plans for recruitment of staff (including training and education needed)
- 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. (10%)

H2.(d) Edith has moved into the scheme from her own five bedded house that was too big and purchased a flat within the scheme. After a stroke and the removal of a brain tumour her left side is weak and subject to muscle deterioration. She only has use of her right hand and is largely in bed or in a wheelchair. She requires two carers to assist her, is doubly incontinent and has reduced vision and needs assistance with all daily living activities. She has pressure sores and her dressings are changed twice a week by district nurses so moving and handling need to be carefully sensitively managed. She requires fluid charts monitoring on the recommendation of her GP. She has full mental capacity but suffers from low confidence due to her appearance and physical immobility.

How would you ensure that her confidence levels are improved and she is enabled to become more independent? How does this demonstrate your overall approach to service delivery within an extra care setting? Please attach any relevant documents outlining your operation in a comparable extra care setting if applicable.

(10%)

5.4 Transfer of Undertakings (Protection of Employment) Regulations 2006

The preliminary legal view of the Council is that the TUPE Regulations will not apply to the new service provision. The current contractor has however expressed the view that TUPE will apply. Tenderers will need to reach their own conclusion as to whether or not TUPE applies.

Tenderers are advised that they should not place any reliance upon the preliminary view of the Council and are, instead, advised to seek independent professional advice on the consequences for them if they are the successful bidder and the TUPE Regulations apply.

TUPE

5.4.1. Is this (please tick):

TUPE bid (inclusive of any costs)

Non-TUPE bid

5.4.2 A. Are you prepared to employ staff currently engaged on the provision of the service to which TUPE does not apply?

Yes

No

b. If yes, please state which members of staff:

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

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

Yes

No

5.4.5 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.

- 5.4.6 Please provide details of your pension or compensation proposals.
- 5.4.7 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.
- 5.4.8 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?

For TUPE information, please refer to Appendix – D

5.5 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 5.1**

5.5.1 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 anybody 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:	
PRINT NAME:	
POSITION:	
NAME OF TENDERER:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
DATE:	

5.5.2 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 Services or 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:	
PRINT NAME:	
POSITION:	
NAME OF TENDERER:	
ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
DATE:	

5.6 Guarantee Undertaking

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

We are a subsidiary company within the meaning of Section 736 of the Companies Act 1985 and enclose a Parent Company Guarantee undertaking below duly completed by our ultimate holding company.

(DELETE if not applicable)

RE: Framework Agreement for the provision of Domiciliary Support Services

TENDERER:

PARENT COMPANY NAME:

ADDRESS:

REG NO:

TO: 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.....2013

[SIGNED as a Deed by a Director and Secretary or two Directors

.....

[Director]

.....

[Director/Secretary]]

5.7 Optional Entry for Catalogue

For limitations see paragraph 5.6.8 of the Instruction to Tenderers.

I believe that the facts stated in this statement are true. I am duly authorised by the Tenderer to sign this statement in the Tenderer's behalf:

Signature:

Name:

Position Held:

Date:

5.8 Initial Order for Services

Please attach appropriate statement for the chosen Lot(s) as per 5.7 Initial Order for Services in Section 2: Instructions for Tenderers.

5.9 Checklist - 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	Item	Enclosed
5.1	Completed, signed and dated the Form of Tender	<input type="checkbox"/>
5.2	Completed Pricing Schedule and provided a cost breakdown for each Lot applied for	<input type="checkbox"/>
5.3	Completed Method Statements response to each question sections A-G and applicable questions from section G	<input type="checkbox"/>
5.4	Transfer of Undertakings (Protection of Employment) Regulations 2006	<input type="checkbox"/>
5.5	Completed, signed and dated: <ul style="list-style-type: none"> • 5.5 the Tendering Certificate ; • 5.5.1 Collusive Tendering Declaration; • 5.5.2 Declaration and Canvassing Certificate; 	<input type="checkbox"/>
5.6	Completed , signed and dated the Guarantee Undertaking (if applicable)	<input type="checkbox"/>
5.7	Optional Entry For Catalogue	<input type="checkbox"/>
5.8	A statement signed by or on behalf of the Tenderer comprising an expression of interest for one or more Initial Order for Services (see paragraph 5.7 of the Instructions to Tenderers) if the Tenderer wishes to be so considered. A statement signed by or on behalf of the Tenderer comprising a confirmation in the form set out at paragraph 5.7.1 (ii) of the Instructions to Tenderers.	<input type="checkbox"/>
5.9	This Checklist	<input type="checkbox"/>