



**Office of the Children's Commissioner**

## Invitation to Tender for Research

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Independent Advocacy: impact and outcomes for  
children and young people

**October 2014**

## About the Office of the Children's Commissioner

The Office of the Children's Commissioner (OCC) is a national public sector organisation led by the Children's Commissioner for England, Dr Maggie Atkinson. We promote and protect children's rights in accordance with the United Nations Convention on the Rights of the Child and, as appropriate, other human rights legislation and conventions.

We do this by listening to what children and young people say about things that affect them and encouraging adults making decisions to take their views and interests into account.

We publish evidence, including that which we collect directly from children and young people, bringing matters that affect their rights to the attention of Parliament, the media, children and young people themselves, and society at large. We also provide advice on children's rights to policy-makers, practitioners and others.

The post of Children's Commissioner for England was established by the Children Act 2004. The Act makes us responsible for working on behalf of all children in England and in particular, those whose voices are least likely to be heard. It says we must speak for wider groups of children on the issues that are not-devolved to regional Governments. These include immigration, for the whole of the UK, and youth justice, for England and Wales.

The Children and Families Act 2014 changed the Children's Commissioner's remit and role. It provided the legal mandate for the Commissioner and those who work in support of her remit at the Office of the Children's Commissioner to promote and protect children's rights. In particular, we are expected to focus on the rights of children within the new section 8A of the Children Act 2004, or other groups of children whom we consider are at particular risk of having their rights infringed. This includes those who are in or leaving care or living away from home, and those receiving social care services. The Act also allows us to provide advice and assistance to and to represent these children.

### **Our vision**

A society where children and young people's rights are realised, where their views shape decisions made about their lives and they respect the rights of others.

### **Our mission**

We will promote and protect the rights of children in England. We will do this by involving children and young people in our work and ensuring their voices are heard. We will use our statutory powers to undertake inquiries, and our position to engage, advise and influence those making decisions that affect children and young people.

## 1. GLOSSARY

1.1 This invitation to tender document regulates the conduct of the Potential Provider and the Authority throughout the Procurement.

1.2 Except for the words and expressions set out below, the capitalised words and expressions used in this invitation to tender shall have the following meanings given to them:

“**Authority**” means the Office of the Children’s Commissioner;

“**Contract**” means the contract and schedules for the delivery of the services and as set out in Contract terms and conditions and contract schedules;

“**Contract Commencement Date**” means the date upon which the successful Potential Provider begins to deliver the Services to the Authority;

“**ITT**” means this Invitation to Tender document incorporating these terms and all related documents published by the Authority in relation to this Procurement;

“**Potential Provider(s)**” means any person or legal entity submitting a response to this ITT that will ultimately enter into the Contract with the Authority and therefore assumes liability for the performance of the Contract;

“**Procurement**” means the process used to establish the contract that facilitates the supply of the services to the Authority as described in this ITT;

“**Services**” means the services to be provided by the Supplier appointed to the Contract and as outlined in Schedule 1 of the Contract (Services);

“**Tender**” means the tender submitted by the potential provider to the Authority in response to this ITT; and

“**Response**” means a submission prepared by a Potential Provider in response to a qualification questionnaire or an invitation to tender (as the context requires).

## 2. INTRODUCTION

2.1 Please read the information and instructions carefully before attempting to complete your Tender.

2.2 To ensure all communications relating to this Procurement are received the Potential Provider must ensure that the point of contact it nominates is accurate at all times.

2.3 This ITT which consists of this document comprises:

2.3.1 information regarding the Procurement, including the timetable;

2.3.2 details of the Services that the Potential Providers will be required to supply – Schedule 1 of the Contract (Services);

2.3.3 the Contract Terms and Conditions;

2.3.4 instructions explaining how to submit questions and requests for clarification;

2.3.5 instructions explaining how to complete and submit a Tender;

2.3.6 details of the evaluation and assurance processes used by the Authority.

### 3. SUMMARY OF TENDER

**Authority:** Office of the Children’s Commissioner (OCC)

**Description:** This project will examine the impact of advocacy services. It will look into the practices of advocacy agencies in gathering information and outcome measurement and will examine the impact of advocacy upon young people. The project will run from December 2014 with completion November 2015.

**Contract value:** We anticipate that the total value of the Contract is in the region of £55,000 inclusive of VAT

**Closing date:** 24 November 2014 at 5pm.

**Management:** You will report to Jenny Clifton, Principal Policy Adviser (Safeguarding)

Telephone number: 020 7783 8330

Email: Jenny.Clifton@childrenscommissioner.gsi.gov.uk

#### 3.1 Overview

The legislation governing the operation of the Authority requires the Authority to have regard to the United Nations Convention on the Rights of the Child (UNCRC) (the “**Convention**”) in all Authority’s activities. In relation to this research, the following Articles of the Convention have the most relevance:

- Article 12: Every child has the right to say what they think in all matters affecting them, and to have their views taken seriously.
- Article 20: A child temporarily or permanently deprived of his or her family environment, or in whose own best interests cannot be allowed to remain in that environment, shall be entitled to special protection and assistance provided by the State.

Furthermore, this research project will be informed by, compliant with and conducted in the spirit of:

- Article 3 - The best interest of the child must be a top priority in all actions concerning children.
- Article 9 – The separation of children from their parents
- Article 19 –Protection from abuse

#### 3.2 Background to this study

This piece of work is part of wider project work concerning advocacy and relates to children’s rights under the UNCRC Article 12 and to the role of OCC in promoting children’s voices; and specifically to those children and young people who come into our revised remit with the new section 8A of the Children Act 2004 (children living away from home or receiving social care) and others who are at particular risk of having their rights infringed. The OCC has particular powers

which make this relevant for us to undertake and we have an interest in the provision of advocacy in the light of our remit and our provision of advice and assistance.

The wider work has a set of objectives which include the following:

- a) to gain a fuller picture of children's knowledge of and access to independent advocacy;
- b) to gain an understanding of the experience and impact of advocacy, particularly from the perspectives of children and young people;
- c) to develop proposals concerning gaps and need for advocacy services
- d) to develop recommendations for an effective standard framework for the provision of advocacy: including the gathering and reporting of information and measuring outcomes which enable the evaluation of the service.

The wider work includes information gathering through the following routes: a data request to all local authorities, mental health trusts and to the YJB; the use of Care Monitor, information from the OCC Advice and Assistance service and visits by OCC to children and young people over the year. The data request seeks information on the provision of advocacy: for example, the extent of services for specific groups of children; the basis for commissioning of services; the use and demand for services by young people. In addition an advisory group with representatives of key advocacy agencies, commissioners and young people with experience of advocacy will provide advice and engage in considerations as to how any emerging proposals can be taken forward. Young people have already been involved in informing the planning of the project.

The wider work and this project concern independent professional advocacy only, whether provided by a local or national provider or internally to a local authority. There are two key reports in particular which have led to the commissioning of this project: one is the scoping report commissioned by OCC from Coram Voice (then 'Voice') entitled '*Where is my advocate*', published in 2011; the other a recent report by Marsha Wood and Julie Selwyn, published in 2013: '*The characteristics of young people using advocacy services*'. This study profiled the majority of users of services, identified main reasons for referral and also key gaps in access: specifically for young children and for particular areas of the country. That study proposed the need for a review which would seek to establish some agreed baseline information on which outcomes, evaluation and standards could be based.

Advocacy services for looked after children and young people are provided in one of three ways: commissioned from national independent agencies (such as Coram Voice and NYAS) or large voluntary organisations (such as Barnardo's); provided by local authorities as an in-house service, perhaps linked to a children's rights provision; commissioned from small local advocacy organisations. In addition, mental health advocacy (MHA) is provided through mental health trusts and advocacy to secure settings is commissioned by the YJB, currently from Barnardo's.

Previous work has found that there is a great variation in the type and extent of provision across the country; that there are considerable variations in information gathered, resulting in a lack of measurable outcomes; and that there is a need for a more standardised approach to ensure consistency of quality. The variations which have been found make comparative evaluations problematic and yet there is a need for more information about what makes for effective advocacy. Greater national consistency of approach to practice and provision, including how information is collected and outcomes are measured, would assist in addressing the disparity in service experienced by children across the country.

We consider that advocacy can be defined in different ways but that children and young people have a clear idea about what it means and that there are some core elements: advocacy starts

with the child's viewpoint and enabling them to have a voice. For children, listening, having relevant experience and making sure their views are expressed are key qualities of advocates. The relationship, trust and resolution of issues are all important considerations in looking at the advocacy task and, beyond that, advocacy has been envisaged as a way of empowering children and young people so that they can develop the confidence and skills to speak up for themselves. A rights perspective involves a shift towards giving more influence to children so that their experience and their views are taken into account and this raises the prospect of a different sharing of power with adults. The present project concerns advocacy in individual cases, where children's rights have been infringed or where they may not be otherwise adequately heard. All the above considerations are of interest to this project but the specific aspect of learning whether and how children can be empowered through advocacy is of particular interest. The present project is therefore chiefly concerned with the overall objectives b) and d).

Wood and Selwyn (as above 2013) pointed to the need for agreed outcome measures and to some of the complexities in achieving this. It is intended that this research contributes to the development of measures of outcome, drawing specifically upon children's perspectives, which can be discussed with all stakeholders. We believe that this will make for a more consistent and effective service for children.

### **3.3 Research Objectives**

The objectives of this research are to:

1. To identify and review good practice in information gathering, reporting and outcome measurement which can underpin service provision.
2. To understand the impact of advocacy from young people's perspectives and understand how advocacy services might effectively collate information towards agreed objectives and outcome measurement.
3. To assist the OCC to develop recommendations for an effective standard framework for information collection and the measurement of outcomes

#### **3.3.1 Research Design**

The following is an indication of the approach to this project for initial guidance: those tendering will be asked to describe their approach to the objectives above and address the matters below in detail. Tenders should set out what is feasible to achieve within the timeframe and budget available for this project. The final approach will be agreed with OCC at the set up meeting.

(i) The project is envisaged to have 4 parts: the advisory group will advise on all of these and the appointed researchers will be part of the group. This group will also be advising on the wider advocacy work of which this project is a part.

- a) Set up: brief policy and research overview; ethical approval; design of project; engagement with advocacy agencies; identification of sample of young people.
- b) Working with advocacy agencies to study information recorded, objective setting and measurement of outcome.
- c) Engagement with young people using advocacy; with advocates and advocacy managers and other key professionals such as Independent Reviewing Officers, advocacy managers and commissioners.

- d) Analysis and proposals which, following approval by OCC, will be discussed with key stakeholders so that work can be taken forward towards agreement on a more standard framework. A report on the project will be provided to this end.

(ii) The project should identify 4-6 local advocacy services in order to examine the reasons for the request, what is recorded and objectives at referral and how outcome information is gathered and analysed, with a view to identifying good practice and the barriers to this. This will also identify the gaps in provision to certain groups of children.

(iii) The project should have, as its central focus, engagement with a sample of children and young people who use advocacy in order to evaluate the benefits they gained from this. The rationale for sample selection and size for children and young people and respective settings should be addressed in the tender.

(iv) The study will seek to capture:

- What information is gathered and how?
- How is information reported and to whom?
- What outcomes are being measured and how?
- What are young people's views of these processes, of the advocacy they received and how does it impact on them?
- What do young people say they would like to change and/or improve?

(v) Areas of interest: it is hoped that reflections may be possible on the following -depending on the data gathered:

- The implications of information gathered by services for the commissioning of provision
- Differences between advocacy in different settings: children in care and child protection; MHA and advocacy to young people in YOIs
- The gaps in children receiving a service intended for them and variations in provision - such as of advocacy in child protection; return from missing episodes
- The nature and meaning of 'independence' and implications of any differences in practice and outcomes in different contexts, including between those services provided by externally commissioned agencies and those provided in house.

### **3.4 Ethics**

It is important that when conducting the research, and if dealing with children and young people, that the highest possible ethical standards are applied and maintained. The Authority will therefore look to assess the ethical framework and guidelines which Potential Providers propose to use in light of the Authority's Research Strategy, Participation Strategy, Safeguarding Policy and System Operating Procedures. A copy of these policies and strategies can be downloaded from the Authority's website. All Potential Providers' staff involved in this work must have up to date enhanced DBS checks in place before the work commences.

Safeguarding: if this project may lead to young people's disclosure of issues of risk or problems which raise safeguarding concerns, we expect those tendering to explain how they will monitor for such responses and how they will respond to any safeguarding concerns.

### **3.5 Communications and Presentation**

The Authority shall work with the successful Potential Provider to develop and deliver a comprehensive communication plan to support the project. This shall include contacting the

Director of Communications at OCC

The Authority shall expect the successful organisation to input into and implement elements of the communications plan.

### **3.6 Research Governance**

- The project will be overseen and managed by Jenny Clifton, Principal Policy Adviser at OCC
- Once the successful Potential Provider has been appointed, the Authority shall expect a start-up meeting to take place within the first week, with regular updates to the project manager thereafter. These can be by phone, by email or in person.
- Research governance shall be assessed by the Authority. In doing so the Authority shall expect the successful Potential Provider to demonstrate their approach to research ethics, timely delivery which is within budget and robust evidence to the key research questions.
- The Supplier shall provide regular updates (at least fortnightly) on response rates during the period the survey is open. All reports and updates will be linked to the project's key milestones and shall be governed by the Contract.
- There will be an Advisory Group to assist with the development and running of the project. This will include young people with experience of advocacy.
- An interim report will be required in March 2015.
- A final report on the project will be delivered in November 2015, with a draft provided at the end of October
- The attention of those tendering is drawn to the content of the contract and in particular to the provisions on IPR

### **3.7 Additional Information for Tenderers**

Those tendering for this project are asked to consider and comment on the following:

- a) The criteria for selection of areas/agencies: considerations include:
  - Whether this should be where a range of advocacy services is provided? Where evaluation has been done? Good quality work is important: how would this be identified?
  - The need to consider both in- house and independent agencies, and the potential differences in process and outcomes for children.
  - The inclusion of MHA and advocacy to YOIs
- b) Who and how to approach regarding the setting up of the project work.
- c) The sample selection: the aim should be to engage with a range of age groups; use of instructed and non-instructed advocacy; with those in different settings. The sample needs to be designed to address diversity.
- d) The process of evaluation suggested: the engagement of young people but also of others key to this process; what constitute outcomes and effectiveness; the merits of a prospective or a retrospective approach to evaluation.



### 3.8 Timeline

The provisional timeline for the process is outlined below:

DATE	ACTIVITY
27 October 2014	Release of the ITT to all Potential Providers
24 November at 5pm	Deadline for submission of ITT Responses to the Authority (" <b>Tender Submission Deadline</b> ") (shortlisting will be 28 <sup>th</sup> )
5 December	Interviews for shortlisted organisations
8 December	Intention to award notification issued to successful and unsuccessful Potential Providers.
8 December	Planned date for appointment of Suppliers(s) to the Contract
12 December tbc	Expected commencement date for the Contract
12 or 15 December	First advisory group and set up meeting
March 2015 (tbc)	Interim report; 2 <sup>nd</sup> advisory group
July 2015 (tbc)	3 <sup>rd</sup> Advisory group
October 2015	Final draft report to OCC
November 2015	Proposed publication and follow up event

### 3.9 Contract Value

The potential value of the Contract that is the subject of this Procurement is estimated £55,000 including VAT.

## 4. COMPLETING & SUBMITTING A TENDER

### 4.1 Tendering arrangements

The Authority would like to hear from you if you feel you could be able to provide the Services detailed in the specifications in Contract Schedule 1 (Services). We reserve the right not to accept any Tenders or award any contracts as a result of this Tender exercise.

### 4.2 Tender requirements

**Tenderers are requested to include in their Tender submission the following information:**

#### 4.3 Details of the organisation

Information provided in this section is required for back-ground and to enable the Authority to carry out an assessment of the Potential Providers' economic and financial standing. Details

provided here will be used by the Authority to issue any notices should your organisation be successful at this Procurement

- Background information on the organisation to include:
  - the organisation's full legal name & address;
  - type of organisation;
  - the management structure;
  - the resource available locally, and in other offices;
  - any specialist knowledge available to the firm;
  - the organisation's contact and email address;
  - financial statement and solvency information(annual report).
  
- A commitment to ensuring that supplier staff and managers involved in the project will be DBS checked (where relevant).
  
- Copies of policies (or supporting statements) validating your organisations commitment to:
  - child protection.
  - sustainable development.
  - equal opportunities and diversities.
  - risk management.
  - business ethics.

#### **4.4 Delivery of services**

Please provide:

- Details of the proposed approach and methodology to be applied in the delivery of all parts of the specification.
- An outline project plan.
- A proposal for reporting which will make the information as user-friendly as possible.
- An assessment of the principal risks associated with the project and a plan for dealing with them.
- A nominated project manager for the appointment who shall not be changed during the term of the appointment without the consent of the Authority, together with brief details and CVs of the project team, to demonstrate that they possess the necessary qualifications and experience in the delivery of the project. The Potential Provider must provide appropriate numbers of sufficiently qualified staff that are properly experienced. Any substitutions shall be similarly notified.
- Details of the bidder's relevant experience in relation to all parts of the specification.
  
- Where it is found that a Potential Provider has withheld or mislead information at any stage of the process they will immediately be disqualified from the Procurement process.

#### **4.5 Value for money**

- Potential Providers are required to quantify their costing, submitting a breakdown of costs to explain the final price calculation
- Details of expenses which are chargeable in addition to fees, including mileage rates, rail fares etc
- All Tenders must be accompanied by the following:
  - The Form of Tender (Annex 1) showing the overall tender sum for the different parts of the specification together with indicative provision for ad hoc work in the future.

A failure to provide a price where one is required will result in the Tender being deemed non-compliant and shall be disqualified from further participation in this Procurement.

## **4.6 Completion and Return of Tender**

All Responses should be directed to: [procurement.mailbox@childrenscommissioner.gsi.gov.uk](mailto:procurement.mailbox@childrenscommissioner.gsi.gov.uk)

All tenders should be sent as an e-mail attachment not exceeding 19Mb and submitted in PDF format. Please note that the Authority shall not accept receipt of hard paper copies unless previous agreement has been reached.

All Tenders must be received by the Authority, by the Tender Submission Deadline as set out in paragraph 3.7. The Authority reserves the right to revise the Tender Submission Deadline to a later date.

Any submission received after the Tender Submission Deadline specified above will be disqualified. No exceptions will be made for any reason. However, the Authority may, at its own absolute discretion, extend the closing date and time for receipt of tenders specified above without request. Any such extension will apply to all Tenders.

## **4.7 Costs and Expenses**

**4.7.1** All costs expenses and liabilities incurred by the Potential Providers in connection with preparation and submission of their Tender submissions will be borne by the Potential Providers.

**4.7.2** The Potential Providers shall have no claim whatsoever against the Authority in respect of such costs save as expressly provided for in the Contract.

## **4.8 Right To Cancel Or Vary The Procurement**

The Authority reserves the right:

**4.8.1** to amend, clarify, cancel, add to or withdraw all or any part of the procurement documentation or the Procurement at any time during the Procurement;

**4.8.2** to vary any timetable or deadlines set out in the procurement documentation; and

**4.8.3** not to conclude a Contract for some or all of the Services (as applicable) for which Responses are invited.

## **4.9 Tender Documents**

The following requirements must be adhered to when submitting Tenders.

**4.9.1** The Tender must be in English and drafted in accordance with the drafting guidance as set out in this ITT.

**4.9.2** Where documents are embedded within other documents Potential Providers must provide separate electronic copies of the embedded documents.

**4.9.3** Each Tender must be uniquely named or referenced.

**4.9.4** A table of contents must be provided.

**4.9.5** The Tender must be fully cross referenced with a full list of supporting material.

**4.9.6**[Any electronic copies of the Tender not exceeding 19Mb must be in Microsoft Office 97-2003 and PDF formats on CD-ROM/DVD/USB.]

- 4.9.6** Pages must be A4 in size or where necessary A3 folded in half, and Potential Providers should use Arial 12 double spaced.
- 4.9.7** A Potential Provider may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Potential Providers after the Tender Submission Deadline.
- 4.9.8** A Potential Provider may withdraw from this Procurement by choosing not to submit a Tender by the Tender Submission Deadline.

#### **4.10 Tender Validity Period**

- 4.10.1** A Tender must remain valid and capable of acceptance by the Authority for a period of 120 days following the Tender Submission Deadline.
- 4.10.2** A Tender with a shorter validity period will be rejected.

#### **4.11 Clarifications and Questions regarding this Procurement**

**Any queries in relation to the submission process should be made to:**

Michael Coldwell  
Planning Performance and Impact Manager

Office of the Children's Commissioner  
Sanctuary Buildings,  
20 Great Smith Street,  
London.  
SW1P 3BT                      Tel: 020 7340 7227

[michael.coldwell@childrenscommissioner.gsi.gov.uk](mailto:michael.coldwell@childrenscommissioner.gsi.gov.uk)

4.11.1 Every Tender Response received by the Authority shall be deemed to have been made subject to the conditions of Tender as set out in this ITT. The Authority shall only consider the Tenders that are compliant with the terms of this ITT.

4.11.2 The Procurement documentation and any attachments or references have been prepared in good faith but do not purport to be a comprehensive statement of all matters relevant to this Procurement exercise nor has it been independently verified. Neither the Authority nor its advisers, directors, officers, members, employees or other staff or agents:

4.11.2.1 accept any liability or responsibility for the adequacy, accuracy or completeness of the Procurement documentation,

4.11.2.2 make any representation or warranty, express or implied, with respect to the information the Procurement documentation contains nor shall any of them be liable for any loss of damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

4.11.3 The Potential Provider should form its own conclusions and make its own independent assessment of the Contract requirements and should seek its own financial and legal advice about the methods and resources needed to meet the Authority's requirements.

4.11.4 The Potential Provider is responsible for obtaining all information required to prepare its Tender at its own expense.

#### 4.12 Acceptance of a Successful Tender

The Authority is not bound to accept the lowest Tender. The selection criteria, and relative weighting, are as follows:

Evaluation Type	Evaluation criteria	Evaluation Weighting
EXPERTISE AND KNOWLEDGE	Expertise in key areas addressed by the programme including the evaluation of services to children and young people. An understanding of the nature, purpose and contexts of advocacy provision.	25
EXPERIENCE	Experience and skills in engaging with children and young people in this type of work and from care backgrounds or with other support needs	25
CAPACITY	Ability for the organisation to deliver the work on time and budget. Assurances that risks will be managed appropriately.	20
METHODOLOGY	Whether the proposed methodology for supporting the researchers will deliver a robust piece of work within time and budget.	20
VALUE FOR MONEY	Whether the bid provides good value for money in relation to what will be delivered, comparable 'market rates' for similar work.	10
TOTAL		100

The successful Potential Provider will be notified in writing and will be required to enter into a formal agreement with the Authority in the form of a Contract.  
All unsuccessful Tenders will be notified at contract award stage.

#### 4.13 Canvassing

Any Potential Provider who directly or indirectly canvasses any member, official, officer, public sector employee or agent of the Authority concerning the award of the Contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any member, official, officer, public sector employee or agent of the Authority concerning any other tender or proposed tender for the Services described herein, shall be disqualified from this Procurement.

#### 4.14 Confidentiality of Tender Information and Documentation

4.14.1 All information supplied by the Authority in connection with this Tender shall be regarded as confidential at all times, unless it is already in the public domain and the Potential Provider shall only use such information for the purposes of preparing a Response (or

deciding whether to respond).

4.14.2 The ITT and accompanying documentation and publications are and shall remain the property of the Authority and must be returned upon demand to the Authority. The Potential Providers grant the Authority an irrevocable, perpetual, non-exclusive licence to copy, amend and reproduce any intellectual property contained within the Response for the purposes of carrying out this Procurement; complying with the law and/or any government guidance; and/or carrying out the Authority's business activities.

4.14.3 A Potential Provider may disclose, distribute or pass any of the information supplied by the Authority to its advisers, agents, subcontractors, consortium members or to another person provided that:

4.14.3.1 it is done for the sole purpose of enabling it to submit a Response and the person receiving the information undertakes to keep the information confidential on the same terms imposed by this ITT; or

4.14.3.2 it obtains the Authority's prior written consent in relation to such disclosure, distribution or passing of information; or

4.14.3.3 the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement; or

4.14.3.4 the Potential Provider is legally required to make such a disclosure.

#### **4.15 Collusion**

4.15.1 Any Potential Provider who:

4.15.1.1 Fixes or adjusts the amount of his Tender by or in accordance with any agreement with any party, OR

4.15.1.2 Communicates to any other party (other than the Authority) the approximate amount of the proposed value, price or rates set out in the Response Tender, (except where disclosure is made confidentiality and is deemed necessary to obtain quotations for insurance and contract guarantee bond valuation), OR

4.15.1.3 Enters into an agreement or arrangement with any other party that they will refrain from tendering or as to the amount of any tender submitted, OR

4.15.1.4 Offers or agrees to pay, give, or does pay any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, causing or having caused to be done in relation to any other tender or proposed Tender for the Service any act or omission, SHALL (without prejudice to any civil remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Potential Provider may attract) be disqualified from further participation in the Procurement.

#### **4.16 Recycled Paper**

We seek proposals from organisations that use paper from sustainable sources such as the FSC credited paper stock.

#### **4.17 Law and Jurisdiction**

Any dispute (including non-contractual disputes or claims) relating to this Procurement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Procurement (including non-contractual disputes or claims).

## **Annex 1: Form of Tender**

**Potential Providers should present their proposals in the following format:**

- Section 1     Table of Contents**
- Section 2     Executive Summary**
- Section 3     Meeting the Specification**
  - **Proposed methodology**
  - **Project management**
  - **Risk assessment**
- Section 4     Cost and Charging Arrangements**
- Section 5     Experience and References**
  - **Bidding organisation**
  - **Individual project manager**
- Section 6     Declarations, Undertakings and Attachments**



**Annex 2: Certificate of Conclusive Tendering**

**DECLARATIONS AND INFORMATION TO BE PROVIDED BY THE TENDERER**

The words and expressions set out in this Certificate of Conclusive Tendering have the meanings given to them in the Invitation to Tender.

Declarations

1 .....  
(Name of Potential Provider)

2 declare that we have not communicated to any other party the amount or approximate amount of the Tender price other than in confidence and for the express purpose of obtaining insurances or a bond in connection with this Tender. The Tender price has not been fixed nor adjusted in collusion with any third party, and

3 declare that the tender will remain valid 120 days following the Tender Submission Deadline and that we are not entitled to claim from the Authority any costs or expenses incurred in preparing the Tender or subsequent negotiations whether or not the Tender is successful.

4 declare to provide the Services as specified in the Contract Schedule 1 (Services) in accordance with the terms and conditions of the Contract.

5 declare to accept unreservedly the terms of the Contract without caveats or limitations as published at the Authority’s website and execute the Contract (to incorporate relevant aspects of the Tender such as your prices) within 5 calendar days of being called upon to do so by the Authority.

6 warrant that all the information contained in the Response to the ITT is accurate and true and you undertake to notify the Authority of any changes as soon as practicable.

7 warrant that you have all the requisite corporate authority to sign this Tender and this Certificate of Conclusive Tendering.

signed on behalf of the Potential Provider

.....

**Undertaking**

The Authority requires all Potential Providers to make full and frank disclosure to the Authority in the form of a signed undertaking in respect of any or all of the following:

- a) any state of bankruptcy, insolvency, compulsory winding up, administration, receivership composition with creditors or any analogous state of relevant proceedings;
- b) any convictions for a criminal offence committed by the Potential Provider (or being a company, by its officers or any representative of the company);
- c) any acts of grave misconduct committed by the Potential Provider (or being a company, by its officers or any representative of the company) in the course of their business or profession/the company's business;

- d) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of Social Security contributions; and
- e) any failure by the Potential Provider (or being a company, by its officers or any representative of the company) to fulfil their obligations relating to payment of taxes.

**Appendix A**

<b>Tenderer's Commercially Sensitive Information Form</b> ITT Ref No:
Description of Tenderer's Commercially Sensitive Information:
Cross Reference(s) to location of sensitive information in Tender:
Explanation of Sensitivity:
Details of potential harm resulting from disclosure:
Date of applicability - Period of Confidence (if applicable):
Contact Details for Transparency/Freedom of Information matters: Name: Position: Address: Telephone Number: Email Address: