

**LEICESTERSHIRE POLICE
INVITATION TO TENDER FOR**

DOMESTIC VIOLENCE 360 SUPPORT

CONTRACT NUMBER 777

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1 Glossary

“Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender shall have the following meanings:”

TERM	MEANING
“Commissioner”	means Leicestershire Police procuring on behalf of the Office of the Police & Crime Commissioner for Leicestershire.
“Conditions of Tender”	means the terms and conditions set out in this ITT relating to the submission of a Tender
“Contract”	means the form of agreement concluded between the Commissioner and the Contractor, in respect of the provision of the Goods and or Services following any award under the procurement exercise
“Due Diligence Information”	means the background and supporting documents and information provided by the Commissioner for the purpose of better informing the Tenderers’ responses to this ITT
“EIR”	mean the Environmental Information Regulations 2004 (as may be amended) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
“FoIA”	means the Freedom of Information Act 2000 (as may be amended) and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
“Invitation to Tender” or “ITT”	means this invitation to tender documentation and all related documents published by the Commissioner and made available to Tenderers and includes the Due Diligence Information
“OJEU Contract Notice”	means the advertisement issued in the Official Journal of the European Union
“Order”	means an order for services served by any Contracting Body on the Provider
“Other Contracting Bodies”	means all Contracting Bodies except the Commissioner
“Provider”	means the organisation(s) admitted to the Contract
“Public Buying Organisation”	means a duly constituted public sector organisation which procures goods/services for and on behalf of contracting authorities
“Tender”, “Response”, “Tender Response”, “Tendered Response” or “ITT Response”	means the Tenderers formal offer in response to this ITT
“Tenderers”	means the organisations being invited to respond to this

	ITT
“Terms and Conditions of Contract”	Means the Commissioner`s terms and conditions of contract that will apply to any future agreement made with a Provider as a result of this ITT.

2 Table of Abbreviations

In this ITT the following abbreviations are ascribed the meanings detailed in the table below

ABBREVIATION	MEANS
ITT	Invitation to Tender
KPI	Key Performance Indicator
MI	Management Information
OJEU	Official Journal of the European Union
PBO	Public Buying Organisation

SECTION 1 - BACKGROUND

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1 Introduction

1.1 OJEU notice

The Office of the Leicestershire Police and Crime Commissioner wish to appoint a single provider to provide Domestic Violence 360 Support to Leicestershire.

2 The Commissioner

The Commissioner shall actively manage the resulting Contract key activities including: contract review meetings; KPI management and analysis of management information provided.

3 Use of Electronic Tendering

- 3.1 The Commissioner is utilising an electronic tendering system to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Commissioner including the submission of Tenderers responses will be conducted via Bluelight (EU Supply). This can be accessed at www.bluelight.gov.uk.

Section 1 Overview of the Invitation to Tender and the Procurement Process

1 Introduction

- 1.1 The Commissioner wishes to establish a single provider Contract for the provision of Domestic Violence 360 Support for Leicestershire. The Commissioner is managing this procurement process in accordance with the Public Contracts Regulations 2006 (as amended) (the “Regulations”). This is a services contract being procured under the Open procedure.
- 1.2 Section 2 contains the Instructions to Tenderers and the conditions of this ITT.
 - 1.2.1 There are also a number of certificates contained in the Schedules at Section 2 for you to confirm the basis on which your Tender is submitted.
 - 1.2.2 In addition, Section 2 contains a checklist for you to use to check that you have included the correct information that you should complete and return with the Tender Response.
- 1.3 Section 3 contains the Specification.
- 1.4 Prior to commencing formal evaluation, Tender Responses will be checked to ensure they are fully compliant with the conditions of Tender. Non-compliant Tender Responses may be rejected by the Commissioner.
- 1.5 Following evaluation of the compliant Tenders and approval of the outcome the Commissioner intends to single Provider to enter into a Contract.

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Section 2- Part A Instructions to Tenderers

1 General

- 1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and order specified. Please submit all requests for information and correspondence regarding this tender, to Leicestershire Police electronically via the electronic tendering system at www.bluelight.gov.uk.
- 1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender Response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the services and contractual obligations. These instructions constitute the Conditions of Tender. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 1.3 All material issued in connection with this ITT shall remain the property of the Commissioner and shall be used only for the purpose of this procurement exercise. All Due Diligence Information shall be either returned to the Commissioner or securely destroyed by the Tenderer (at the Commissioner's option) at the conclusion of the procurement exercise.
- 1.4 The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these instructions and the Conditions of Tender.
- 1.5 The Tenderer shall not make contact with any other employee, agent or consultant of the Commissioner who are in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the Commissioner.
- 1.6 The Commissioner shall not be committed to any course of action as a result of:
 - issuing this ITT or any invitation to participate in this procurement exercise;
 - an invitation to submit any Response in respect of this procurement exercise;
 - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
 - any other communication between the Commissioner (whether directly or by its agents or representatives) and any other party.
- 1.7 Tenderers shall accept and acknowledge that by issuing this ITT the Commissioner shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which Tenders are invited.
- 1.8 The Commissioner reserves the right to amend, add to or withdraw all, or any part of this ITT at any time during the procurement exercise.
- 1.9 Tenderers will be responsible for and bear all of their own costs, liabilities and expenses which may be incurred in the preparation of their Tenders and/or responses to this ITT regardless of whether or not a contract is awarded.

2 **Bidders' Conference**

- 2.1 A Bidders' Conference will be held on Monday 7th December 2016 commencing at 14:00 at Leicestershire Police, Force Headquarters, St Johns, Enderby, Leicestershire, LE19 2BX. The conference will provide Tenderers with an opportunity to seek clarification on any matters relating to the ITT and the requirements in an open forum.

As space is at a premium, please nominate a maximum of two key personnel to attend. Details of those attending must be provided to Leicestershire Police electronically using the messages function within the e-tendering system www.bluelight.gov.uk by no later than 12:00 noon on Friday 4th December 2015.

3 **Confidentiality**

- 3.1 Subject to the exceptions referred to in paragraph 3.2, the contents of this ITT are being made available by the Commissioner on condition that:
- 3.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain;
 - 3.1.2 Tenderers shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
 - 3.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and
 - 3.1.4 Tenderers shall not undertake any publicity activity within any section of the media.
- 3.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:
- 3.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or
 - 3.2.2 The Tenderer obtains the prior written consent of the Commissioner in relation to such disclosure, distribution or passing of Information; or
 - 3.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Framework Agreement arising from it; or
 - 3.2.4 The Tenderer is legally required to make such a disclosure.
- 3.3 In paragraphs 3.1 and 3.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.
- 3.4 The Commissioner may disclose detailed information relating to Tenders to its officers, employees, agents or advisers. The Commissioner also reserves the right

to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the FoIA, as explained in paragraphs 4.1 to 4.3 below).

4 Freedom of Information

4.1 In accordance with the obligations and duties placed upon public authorities by the FoIA and the EIR, the Commissioner may, acting in accordance with the Secretary of State's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FoIA, or the EIR be required to disclose information submitted by the Tenderer to the to the Commissioner.

4.2 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:

4.2.1 Clearly identify such information as commercially sensitive;

4.2.2 explain the potential implications of disclosure of such information; and

4.2.3 provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

4.3 Where a Tenderer identifies information as commercially sensitive, the Commissioner will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Commissioner may be required to disclose such information in accordance with the FoIA or the EIR. In particular, the Commissioner is required to form an independent judgment concerning whether the information is exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Commissioner cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.

4.3 Where a Tenderer receives a request for information under the FoIA or the EIR during the procurement process, this should be immediately passed on to the Commissioner and the Tenderer should not attempt to answer the request without first consulting with the Commissioner.

5 Tender Validity

5.1 Your Tender should remain open for acceptance for a period of 120 days from Friday 8th January 2016.

6 Timescales

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

Process	Start date	End date
OJEU Notice, ITT, Specification, contract award advertised.	Friday 27 th November 2015	
Deadline for suppliers to confirm attendance at supplier briefing meeting	Friday 4 th December 2015 (12 midday)	
Supplier briefing meeting at 2pm at Leicestershire Police Headquarters, St. Johns, Enderby, Leicester LE19 2BX. Small conference room.	Monday 7 th December 2015	
Deadline for suppliers to submit further questions electronically.	Friday 18 th December 2015	
Tender return date	Friday 8 th January 2016 (12 midday)	
Evaluation of bids and internal sign off	Friday 8 th January 2016	Friday 22 nd January 2016
Standstill process	Friday 22 nd January 2016	Monday 1 st February 2016
Confirmation of award / start contract implementation	Monday 1 st February 2016	1 st April 2016
Go live	1 st April 2016	

7 The Commissioner's Contact Details

- 7.1 Unless stated otherwise in these Instructions or in writing from the Commissioner, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed to the Commissioner electronically as detailed in paragraph 1.1 above.
- 7.2 All communications should be clearly headed 'Invitation to Tender for Domestic Violence 360 Support and include the name, contact details and position of the person making the communication.

Requests for Tender clarifications must be submitted in accordance with the procedure set out in paragraph 16 – Queries Relating to Tender.

8 Preparation of Tender

- 8.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will the Commissioner, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 8.2 Tenderers are required to complete and provide all information required by the Commissioner in accordance with the Conditions of Tender and the ITT. Failure to comply with the Conditions and the ITT may lead the Commissioner to reject a Tender Response.
- 8.3 The Commissioner relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 8.4 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the services and their Tenders, without reliance upon any opinion or other information provided by the Commissioner or their advisers and representatives. Tenderers should notify the Commissioner promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

9 Intellectual Property Rights:

All Intellectual Property Rights (IPR) concerned with the provision of the service will reside with the provider.

10 Submission of Tenders

- 10.1 The Tender must be submitted in the form specified in the Form of Tender instructions in Section Two: Schedule One. Failure to do so may render the Response non-compliant and it may be rejected.
- 10.2 The Commissioner may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in paragraph 10.4.
- 10.3 Any extension granted under paragraph 10.2 will apply to all Tenderers.
- 10.4 You must submit your Tender via the Commissioner's e-tendering system at www.bluelight.gov.uk no later than 12:00 on Friday 8th January 2016 (the "Deadline"). Tenders may be submitted at any time before the closing date. Tenders received before this Deadline will be retained unopened until the opening date.
- 10.5 The Tender and any documents accompanying it must be submitted in the English language.

- 10.6 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 10.7 The Commissioner does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 10.8 Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading etc.

11 Canvassing and conflicts of interest

- 11.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Commissioner or its members or any of its officers or members concerning the establishment of any contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.
- 11.2 Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer (and including any employee, servant, agent, supplier or sub-contractor) and their advisors, and the Commissioner (or its members or any of its officers or members) and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Commissioner.

12 Disclaimers

- 12.1 Whilst the information in this ITT, Due Diligence Information and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.
- 12.2 Neither the Commissioner, nor their advisors, nor their respective directors, officers, members, partners, employees, other staff or agents:
- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
 - (b) accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 12.3 Any persons considering making a decision to enter into contractual relationships with the Commissioner, following receipt of the ITT should make their own investigations and their own independent assessment of the Commissioner and its requirements for the services and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraph 16 of this ITT.
- 12.4 Any Contract concluded as a result of this ITT shall be governed by English law and subject to the exclusive jurisdiction of the English Courts.

13 Collusive Behaviour

13.1 Any Tenderer who:

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- (b) communicates to any party other than the Commissioner the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Commissioner and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

14 No Inducement or Incentive

- 14.1 The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the contract or any other contractual agreement.

15 Acceptance and Admission to the Contract

- 15.1 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by the Commissioner and the Commissioner confirming in writing such acceptance to the Tenderer, the Tenderer will within 30 days of being called upon to do so by the Commissioner execute the Contract in such amended form as may subsequently be agreed.

- 15.2 The Commissioner shall be under no obligation to accept the lowest or any Tender.

16 Queries Relating to Tender

- 16.1 All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with paragraph 16.3 of these Instructions.

- 16.2 The Commissioner will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. The Public Contracts Regulation 2006

(as amended) require that Contracting Authorities respond to any request for clarification at least 4 days' before the deadline for receipt of Tenders. In order to satisfy this requirement, the Commissioner has designated a specific window of time to deal with clarification requests from Tenderers

- 16.3 Clarification requests can be submitted via the messages function within the e-tendering system from Tuesday 8th December 2015.
- 16.4 No further requests for clarifications will be accepted after 5pm on Friday 18th December 2015.
- 16.5 In order to ensure equality of treatment of Tenderers, the Commissioner intends to publish the questions and clarifications raised by Tenderers together with the Commissioner's responses (but not the source of the questions) to all participants on a regular basis.
- 16.6 Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Commissioner at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and The Commissioner's response, the Commissioner will:
 - 16.6.1 invite the Tenderer submitting the query to either declassify the query and allow the query along with the Commissioner's response to be circulated to all Tenderers; or
 - 16.6.2 request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
 - 16.6.3 The Commissioner reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

17 Contact during the tender process

- 17.1 No discussion by telephone or by direct e mail will be made between tenderers and The Commissioner during the tendering process. All questions should be submitted via Bluelight.

18 Late Tenders

- 18.1 Any Tender received at the designated point after 12:00 GMT on Friday 8th January 2016 may be rejected unless the Tenderer can provide irrefutable evidence that the Tender was capable of being received by the due date and time.

19 Modification and Withdrawal

- 19.1 Tenderers may modify their Tender prior to the Deadline by giving notice to the Commissioner in writing via electronic submission to the electronic tender site. No Tender may be modified subsequent to the Deadline for receipt.

19.2 The modification notice must state clearly how the Commissioner should implement the modification and must be submitted in accordance with the provisions of paragraph 10.4.

19.3 Tenderers may withdraw their Tender at any time prior to the Deadline or any other time prior to accepting the offer of a Framework Agreement. The notice to withdraw the Tender must be in writing and sent electronically to the Commissioner via the electronic tendering site.

20 Right to Reject/Disqualify

20.1 The Commissioner reserves the right to reject or disqualify a Tenderer where:

- (a) the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document; or expression of interest; or PQQ; and/or
- (b) the Tenderer is guilty of serious misrepresentation in relation to its Tender; expression of interest; the PQQ and/or the Tender process; and/or
- (c) there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer.

21 Right to Cancel, Clarify or Vary the Process

21.1 The Commissioner reserves the right to:

- (a) amend the terms and conditions of the ITT process,
- (b) cancel the evaluation process at any stage; and/or
- (c) require the Tenderer to clarify its Tender in writing and/or provide additional information. (Failure to respond adequately may result in the Tenderer not being selected),

22 Notification of Award

22.1 The Commissioner will notify the successful Tenderer(s) of their admission to the Contract Award in writing and will publish an Award Notice in the Official Journal of the European Union in accordance with the Public Contracts Regulations 2006 (as amended) within 48 days of the award of the contract.

23 Debriefing

23.1 Following the conclusion of the Tender Process, all unsuccessful Tenderers will be afforded the opportunity of a debriefing. Unsuccessful Tenderers should notify the Commissioner in writing that they wish to be debriefed. The Commissioner will formally debrief the unsuccessful Tenderer within 15 days of receiving such a request.

23.2 Where an unsuccessful Tenderer requests, in writing and no later than midnight on the second working day after being informed of the conclusion of the Contract Award, the reasons why that Tenderer was unsuccessful, the Commissioner will provide details of the characteristics and relative advantages of the successful Tender(s).

24 Contractor - Vetting Requirements

If awarded any contract, prior to its commencement and in accordance with the Invitation To Tender Document, The Provider shall be required to submit Security Vetting Documentation for any employee working on the premises of the Commissioner. This shall also apply to employees who have previously carried out works or services for the Commissioner or have been previously vetted.

The Provider shall be responsible for ensuring that completed Security Vetting Documentation for any new employees, who may be recruited to undertake works or services throughout the specified contract period and submitting these documents to the Authorised Officer.

For this particular contract the level of clearance required and cost will be NPPV 2. It has been agreed for this contract that vetting fees for the caseworkers and service leave will not be chargeable.

25 Customer References

Unless already taken up at an earlier stage in the procurement process and after the receipt of Tenders, the Commissioner may visit at least one customer reference site of the Tenderer and may seek written references from any other designated customers which are not visited. Therefore as part of your bid please provide 3 reference sites where you have provided similar services.

26 Conditions of contract

The Standard Terms & Conditions for Services HIGH or OJEU are attached and will be applicable to any contract awarded.

27 Transfer of Undertaking (Protection of Employment) Regulations 2006

Tenderers are advised that TUPE (Transfer of Undertaking (Protection of Employment) Regulations 2006) may apply in respect of this procurement and that staff employed by the current service provider in the performance of the same Services may transfer to the successful Tenderer on commencement of the Contract.

The OPCC gives no warranty as to the accuracy or completeness of any information provided by current service provider about its employees engaged in the performance of the Services who may transfer to a new Contractor on commencement of any Contract(s) awarded. Neither shall The OPCC be involved in validating the integrity of any such data.

It remains fundamentally the responsibility of each Tenderer to both:

- a) Raise direct with the incumbent service provider for a response, any reservations/concerns it has with the quality, completeness, extent or accuracy of data supplied.
- b) Ensure by the time of submitting a formal Tender response, that it has obtained details of all employees engaged in the performance of those Services as indicated, as the Tenderer deems necessary prior to submitting a Tender response.

Whilst the Regulations do not make provision for the automatic transfer of terms and conditions in respect of pension provision; guidance, rules and principles as set out in the documents referred to below including but not limited to the 'Cabinet Office Statement of Practice on Staff Transfers in the Public Sector' shall be complied with by Tenderers, including with regard to the offering of comparable pension requirements.

Tenderers may wish to seek their own professional advice in respect of TUPE and pensions. In the event of the TUPE Regulations applying to the Services, Tenderers will assume the risk of and will be presumed to have knowledge of the consequences of the application of any regulatory or statutory requirements in this area.

Tenderers must resolve any TUPE issues arising in accordance with the 'Cabinet Office Statement of Practice in Relation to Staff Transfers in the Public Sector' and such other guidance as may be applicable and remain relevant from time to time in connection with this process e.g. guidance produced by the HMT entitled 'A Fair Deal for Pensions', the Government Actuary's Department 'Statement of Practice on Assessment of Broad Comparability of Pension Rights', 'Cabinet Office Principles of Good Employment Practice', 'Best Value Code of Practice on Workforce Matters in Local Authority Service Contracts' and Annex to guidance previously produced by the ODPM entitled 'Circular on Best Value and Performance Improvement'.

Tenderers are required to identify as part of their Tender response, any TUPE costs associated with the submission of their Tender response. Such costs will be separately identified (but still factored into the evaluation in terms of determining an overall bid price) in order to provide clear visibility of the potential true extent of these costs involved following Award of Contract(s) as a result of this tendering process taking place. In the event of such TUPE costs not materialising in practice, The OPCC reserves the right to go back to the successful Tenderer concerned and to enter into price negotiations as to reductions in tendered costs that are to apply to reflect the situation of that no longer being a business cost incurred by the organisation.

In the event that a Tenderer is successful in securing a Contract to perform the Services, the Tenderer will within 28 days of a request by The OPCC supply such details as The OPCC may reasonably request in relation to any organised grouping of resources or employees which delivers the Services. The OPCC will thereafter be at liberty to disclose such information in any re-tendering process in order to ensure that prospective Tenderers can engage fairly in any competitive tendering process.

It is not considered that any TUPE issues surround the letting of this Contract with regard to staff currently employed by The OPCC.

The service is presently provided by Living Without Abuse (who provide the 0.4 FTE project manager) and Morgan Hunt (who provide the 3.0 FTE caseworkers).

Living Without Abuse have already determined that the 0.4 project manager would not transfer under TUPE.

The three caseworkers provided by Morgan Hunt may be eligible for TUPE transfer. The information available is:

Contract lengths

Caseworker 1 – 03/11/2015 to present

Caseworker 2 – 20/10/2014 to present

Caseworker 3 – 09/11/2015 to present

Rate of pay

All candidates are paid £13.22 per hour through an umbrella company.

Pensions information

Morgan Hunt currently pay 1% pension contribution for these workers.

Transfer fee

The cost of any temp to permanent transfer is 20% of the annual salary per worker.

Tenderers are advised to clarify and seek any further information directly from Morgan Hunt. Please contact the below:

Hannah While

Manager
Social Housing
Morgan Hunt

4th Floor | 61-65 New Street| Birmingham |
B2 4DU
T | 0121 631 5900
E | hannah.while@morganhunt.com
W | www.morganhunt.com

Section 2 – Tender Evaluation

1 Introduction

- 1.1 The Tender process will be conducted to ensure that Tenders are evaluated fairly to ascertain the most economically advantageous tender.

Account will also be taken of any factors which may impact on the Tenderers suitability that emerge from the tendering process and relate to information previously provided by the Tenderer as part of the pre-qualification process.

2 Evaluation of Tenders

- 2.1 Evaluation of tenderers responses will be undertaken in accordance with the following:-

CRITERION	PERCENTAGE WEIGHTINGS
Grounds for Mandatory Rejection	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Grounds for Discretionary Rejection	Pass/Fail (if any Tenderer fails this section they will be excluded from the full evaluation process)
Financial	40%
Service delivery	60%

- 2.2 There is an overall total of 40% of the marks available for Financial. The available marks of 40% are broken down as follows:-

- Price 35%
- Financial information 3%
- Insurance 2%

With regards to the price evaluation the lowest priced tenderer will be awarded the maximum price score of 35% and all other bids will be scored relative to that using the formula (maximum score available / price) x lowest price.

- 2.3 There is an overall total of 60% of the marks available for Service Delivery.

With regards to the quality evaluation the total highest scoring tenderer will be awarded the maximum quality score of 60% and all other bids will be scored relative to that using the formula (maximum score available / highest scoring tenderers marks) x marks.

2.4 Tenderers will be awarded the contract who, in the opinion of the Commissioner at the conclusion of the evaluation, offers the most economically advantageous Tender(s) to the Commissioner having regard to the award criteria set out in table 2.2 above.

3 Award of Contract

3.1 The Commissioner will inform all Tenderers in writing via the e-procurement messaging tool of any intention to award a Contract. Following a minimum standstill period of 10 calendar days, subject to there being no substantive challenge to that intention, a Contract will be formally awarded to the successful Tenderer(s).

3.2 All unsuccessful Tenderers will be provided with an “unsuccessful letter” writing via the e-procurement messaging tool at the start of the standstill period notifying them of the outcome of the evaluation exercise. This will include details of:

- the award criteria;
- the score of the Tenderer with reasons
- the name of the successful Tenderer/s and why that Tenderer was successful;
- the score for the successful Tenderer/s with reasons.

Schedule 1: Form of Tender

TO BE COMPLETED BY THE TENDERER –All sections in green

To: *[Tenderer to insert name and address of The Commissioner]*

Date: *[Tenderer to insert date]*

PROVISION OF: *[Tenderer to insert title of requirements from front sheet of ITT]*

REFERENCE NUMBER: *[Tenderer to insert OJEU Contract Notice reference from front sheet of ITT]*

To: The Commissioner

From: *[Tenderer to insert name of organisation submitting Tender]*

Having examined the ITT, Terms and Conditions of Contract and all other Schedules, and being fully satisfied in all respects with the requirements of the ITT (including the Conditions of Tender). I/We hereby offer to provide [insert details of supply/services/goods and services as per front sheet of ITT] as specified in Section 3 – Specification at the prices shown in the Section 6.. If this offer is accepted I/we will execute documents in the form of the Contract Agreement within 30 days of being called upon to do so.

I/We have taken account of subsequent amendments numbered *[insert number of first amendment]* to *[insert number of last amendment]* inclusive *[and/or]* Information Release *[insert number of first Information Release]* to *[insert number of last Information Release]*.

I/We confirm that I/we agree with the Commissioner in legally binding terms to comply with the provisions relating to confidentiality set out in paragraphs 3.1 to 3.4 of the ITT.

In compliance with your requirements as set out in your ITT I have completed and enclose the following documents:

SCHEDULE ONE Form of Tender
SCHEDULE FOUR Mandatory rejection and Discretionary rejection
SCHEDULE FIVE Financial Information and Insurance
SECTION SIX: Pricing

In compliance with the requirements set out in your ITT, which I confirm I have read and fully understand. I also confirm that I have complied with the specific requirements set out in the documents detailed in the table below:

SCHEDULE TWO: COLLUSIVE TENDERING
SCHEDULE THREE: CANVASSING AND CONFLICTS OF INTEREST

This Tender shall remain open for acceptance by the Commissioner for a period of [insert number] days as Section 2: Paragraph 5.1 after the due date for return of tenders specified in the ITT.

I warrant that I have all the requisite corporate authority to sign this Tender and confirm that I have complied with all the requirements set out in Schedules 1 to 6 inclusive.

Signed for and on behalf of the above named Tenderer:

Signature:

Position:

Signature:

Position:

Date:

Schedule 2: Collusive Tendering

TENDER FOR SUPPLY OF *[insert details of supply/services/goods and services as per front sheet of ITT]*

The essence of the public procurement process is that the Commissioner shall receive bona fide competitive Tenders from all Tenderers. In recognition of this principle and in signing Schedule 1: Form of Tender I/we warrant this is a bona fide Tender, intended to be competitive and that I/we have not fixed or adjusted the amount of the Tender or the rates and prices quoted by or under or in accordance with any agreement or arrangement with any other party.

I/We also confirm that I/we have not done and undertake that I/we will not do at any time any of the following acts:

Communicate to a party other than the Commissioner the amount or approximate amount of my/our proposed Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender and/or insurance), enter into any agreement or arrangement with any other party that he shall refrain from tendering or as to the amount of any Tender to be submitted, or offer or agree to pay or give or pay or give any sum of money inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused any act or omission to be done in relation to any other tender or the proposed Tender.

In this Schedule:

the word "person" includes any person, body or association, corporate or incorporate

the phrase "any agreement or arrangement" includes any transaction, formal or informal whether legally binding or not.

Schedule 3: Canvassing and conflicts of interest

TENDER FOR SUPPLY OF *[insert details of supply/services/goods and services as per front sheet of ITT]*

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of the Commissioner in connection with the award of the contract for the *[goods/services/goods and services]* 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 prior to the conclusion of the Provider selection process canvass or solicit any member, employee, agent or provider of the Commissioner in connection with the award of the Contract for the *[goods/services/goods and services]* or any proposed Call Off Contract for the provision of the *[goods/services/goods and services]* and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We hereby confirm that no conflicts of interest exist between the Tenderer (and including any employee, servant, agent, supplier or sub-contractor and our advisors) and the Commissioner (or its members or any of its officers or members and its advisors). I/we acknowledge that failure to comply with this requirement may result in disqualification from the procurement at the discretion of the Commissioner.

Schedule 4: Mandatory and Discretionary Rejection

Grounds for mandatory rejection

Important Notice:

In some circumstances Leicestershire Police is required by law to exclude you from participating further in a procurement. If you cannot answer 'no' to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

Please state 'Yes' or 'No' to each question.

Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?	Answer
(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA);	
(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 ⁵ or section 1 of the Prevention of Corruption Act 1906, where the offence relates to active corruption	
(c) the offence of bribery, where the offence relates to active corruption;	
(d) bribery within the meaning of section 1 or 6 of the Bribery Act 2010	
(e) fraud, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities ⁷ , within the meaning of	
(i) the offence of cheating the Revenue;	
(ii) the offence of conspiracy to defraud;	
(iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978	
(iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;	
(v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;	

(vi)	an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; or	
(vii)	destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969	
(viii)	fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006	
(ix)	making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006	
(f)	money laundering within the meaning of section 340(11) of the Proceeds of Crime Act 2002; or	
(g)	an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996	
(h)	an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994	
(i)	any other offence within the meaning of Article 45(1) of the Public Sector Directive as defined by the national law of any relevant State	
"active corruption" means corruption as defined in Article 3 of the Council Act of 26 May 1997 or Article 3(1) of Council Joint Action 98/742/JHA)		

Grounds for discretionary rejection

Important Notice.

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

Please state 'Yes' or 'No' to each question.

Is any of the following true of your organisation?	
<p>(a) <u>Being an individual</u> is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order] made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;</p>	
<p>(b) <u>being a partnership</u> constituted under Scots law has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or</p>	
<p>(c) <u>being a company</u> or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or has had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is the subject of the above procedures or is the subject of similar</p>	

	procedures under the law of any other state	
	Has your organisation	
(a)	been convicted of a criminal offence relating to the conduct of your business or profession;	
(b)	committed an act of grave misconduct in the course of your business or profession;	
(c)	failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established;	
(d)	failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established; or	
(e)	been guilty of serious misrepresentation in providing any information required of you under Regulations 23-27 of the Public Contracts Regulations 2006, or has not provided such information in response to a request by a contracting authority (as defined in the Public Contracts Regulations 2006)?	
(f)	to the best of your knowledge, any director or senior officer with any personal or financial connection to any member or senior officer of Northamptonshire Police	

Schedule 5: Financial Information and Insurance

1	<p>FINANCIAL INFORMATION (3% out of 40% for Financial). Suppliers should demonstrate as a minimum a turnover of twice the estimated annual contract value of £190,000 and demonstrate a profit for each of the most recent two years accounts submitted. Suppliers meeting these requirements will score the full 3% of marks available. Suppliers not achieving these requirements will be scored as follows:-</p> <p>Turnover and Profit requirements not met for both years 0% Turnover requirement met for both years but not profit 3% Profit requirement met for both years but not turnover 3% Should one requirement be achieved for only year then a score of 1.5%</p>							
1.1	<p>Please provide the following information</p> <table border="1" data-bbox="359 840 1453 1120"> <tr> <td data-bbox="359 840 1252 907"><i>A copy of your audited accounts for the most recent two years</i></td> <td data-bbox="1252 840 1453 907"></td> </tr> <tr> <td data-bbox="359 907 1252 1019"><i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i></td> <td data-bbox="1252 907 1453 1019"></td> </tr> <tr> <td data-bbox="359 1019 1252 1120"><i>Alternative means of demonstrating financial status if trading for less than a year</i></td> <td data-bbox="1252 1019 1453 1120"></td> </tr> </table>		<i>A copy of your audited accounts for the most recent two years</i>		<i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i>		<i>Alternative means of demonstrating financial status if trading for less than a year</i>	
<i>A copy of your audited accounts for the most recent two years</i>								
<i>A statement of your turnover, profit & loss account and cash flow for the most recent year of trading</i>								
<i>Alternative means of demonstrating financial status if trading for less than a year</i>								
2	<p>INSURANCE (2% out of 40% for Financial) For each of the 4 questions detailed below in section 2.1 to 2.4 a mark of 0.5% will be awarded per question up to a maximum of 2% for this section on Insurance.</p>							
	<p>Please provide details of insurance held and enclose a copy of the relevant insurance certificates</p>							
2.1	<p>Employer's liability insurance is a legal requirement (except for businesses employing only the owner / close family members) and this should be at least £5 million. Please confirm that you have this in place.</p>	Yes/No						
2.2	<p>Copy of Employer's liability insurance certificate enclosed</p>	Yes/No						
2.3	<p>You are required to hold Public Liability Insurance for an amount not less than £5 million for any one incident. Please confirm that you have this in place.</p>	Yes/No						
2.4	<p>Copy of Public liability insurance certificate enclosed</p>	Yes/No						

2.5 Single applicant

If you are a company submitting a Single organisation tender then please complete sections 1.1 and 2.1- 2.4

2.6 Consortia applicant

2.6.1 The lead organisation must complete sections 1.1 and 2.1-2.4. In addition sections 2.6.2 and 2.6.3 must be completed.

2.6.2 Please describe in detail how you propose to structure the Financial Management of the Consortia. Also include details of the controls you will put in place and the governance arrangements.

2.6.3 Please describe how you propose to ensure that all insurances cover the Consortia activity relating to this tender. Please advise of any steps you have taken to examine the insurance implications relating to Consortia activity.

Schedule 6: Pricing submission (35% out of 40% for Financial)

Please note prices submitted must be fixed for a minimum of the initial 12 month contract period from 1st April 2016 until 31st March 2017 and the first optional extension period from 1st April 2017 until 31st March 2018 should this be taken. Subsequently to this any price increases should be agreed between the supplier and the customer, and must be linked to demonstrable cost increases.

The tenderer must provide a monthly price for the cost of the service.

It is expected that this price is the same each month so should be weighted to account for different length months.

The monthly price should include a breakdown including:

- Direct staff costs (this should include rate of pay per hour)
- Indirect staff costs (pension, NI contributions etc.)
- Mobile phone costs
- Transport costs
- Management costs including training, payroll and other administration
- Profit margin

The price should also include variations if the service is under-resourced, specifically if there are fewer caseworkers is no service lead in post for any period of time.

The monthly price will be multiplied by 12 to form an annual price. This annual price will be the figure used for the price evaluation. Should there be any fixed implementation costs payable to the incumbent supplier as a direct result of transferring incumbent staff these should be shown as part of the tender submission, and will form part of the annual price. These would need to be evidenced prior to contract award.