

# BIDDER GUIDANCE

Invitation to Tender - Request for  
Quote (ITT - RFQ) for the provision of  
the Hate Crime Pilot Project  
(ITT - RFQ)



# **HATE CRIME PILOT PROJECT**

**16th of March 2020 to 15th of June 2021**

## **1. Introduction**

The Safer Sutton Partnership Service (SSPS) is a unique partnership between the London Borough of Sutton (LBS) and the Metropolitan Police Service (MPS). The partnership deals with all aspects of Community Safety Services in Sutton; including Emergency Planning services, Anti-Social Behaviour, Domestic Violence, Preventing Extremism, Hate Crime, Public Space CCTV, parking services and enforcement.

The SSPS is looking to commission a Hate Crime Pilot Project in Sutton.

## **2. Procurement Process**

The Authority is conducting the procurement in accordance with the requirements of the Public Contracts Regulations 2015.

This guidance document contains information about the procurement process, the Services and assessment questions for Tenderers to complete. Each Tenderer's response (Tender) should be detailed enough to allow the Authority to make an informed decision on the most suitable suppliers to appoint.

### **2.1. Scope of the Project**

To deliver an effective Hate Crime Project in Sutton by developing and building a more resilient and sustainable response to Hate Crime across the London Borough of Sutton.

### **2.2. Value of the Contract**

It is not London Borough of Sutton's policy to publish contract values. Bidders should price their bids according to the requirements of the specification. If clarification is required on elements of the specification, bidders should use clarification questions to see if further details can be made available.

### **2.3. Contract Term**

The Authority proposes to enter into a contract with the successful Tenderers ('Potential Supplier') for a duration of Fifteen (15) months. The anticipated contract commencement date is 16<sup>th</sup> March 2020.

### **2.4. Clarifications about the Service or ITT-RFQ**

Any clarifications relating to this ITT-RFQ must be submitted through the e-tendering portal available at [www.londontenders.org](http://www.londontenders.org) (See Appendix 1 for instructions).

The Authority will respond to all reasonable clarifications as soon as possible through publishing the Tenderers' questions and the Authority's response to them on the e-tendering portal.

## **2.5. Clarifications about the Contents of the Tenders**

The Authority reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's Tender. Tenderers are asked to respond to such requests promptly.

## **3. TENDER TIMETABLE**

### **3.1 Key Dates**

This procurement will follow a clear, structured and transparent process to ensure a fair and open process is maintained at all times, and that all Tenderers are treated equally.

The key dates for this procurement (Timetable) are currently anticipated to be as follows:

<b>TABLE 1: Key Dates</b>	
<b>Event</b>	<b>Date</b>
Invitation to tender - RFQ issued	09/01/2020
Deadline for receipt of Tenders	16:00 hours on 3 <sup>rd</sup> February 2020
Evaluation of Tenders	05/02/2020 – 10/02/2020
Successful tenderer selected	17/02/2020
Contract award	21/02/2020
Contract Commencement Date	16/03/2020

Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

### **3.2. Deadline for Receipt of Tenders**

Responses to this ITT-RFQ must be uploaded to the e-tendering portal and in the manner prescribed under 3.1 no later than the Deadline. The Deadline for the submission of Tenders is **16:00 hours on the 3<sup>rd</sup> of February 2020.**

Any Tender received after the Deadline shall not be opened or considered. The Authority may, however, in its own absolute discretion extend the Deadline and in such circumstances the Authority will notify all Tenderers of any change.

### **3.3. References**

The Authority reserves the right to seek references from any of the Tenderer's customers, including the Authority, whether or not the Tenderer has listed such customers as referees

### **3.4. Contract Award**

The Authority may appoint a Tenderer as a Potential Supplier on the basis of a Tender submitted in accordance with the instructions set out in this Invitation to Tender RFQ.

Confirmation of a Tenderer's appointment as a Potential Supplier is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no contract will be concluded with any potential supplier.

Once the Authority has reached a decision in respect of the Potential Supplier(s) to be appointed to the contract, it will notify all Tenderers of that decision in accordance with PCR 2015 before concluding the agreement with Potential Suppliers.

### **3.5 Debrief**

Notification of the outcome of the procurement process will be sent to each Tenderer. The Authority will inform all unsuccessful Tenderers of the identity and relative advantages and characteristics of the successful Tenders as compared with the addressee's Tender.

## **4. TENDER COMPLETION INFORMATION**

### **4.1 Formalities**

All documents comprising the Tender must be completed and uploaded to the e-tendering portal by the Deadline.

The Response to the Invitation to Tender- Request for Quote shall be completed and submitted electronically.

Please ensure you answer and upload documents/data in the designated area and required format. The Authority cannot be held responsible for not viewing documents/data that are not uploaded in the correct area and format.

All Tender documents comprising the Tender must be completed in plain English.

The Tender shall be completed on the portal no later than **16:00 hours on the 3<sup>rd</sup> of February 2020.**

Quoted prices must be held for a period of 90 days following submission.

Quotations shall not be considered that are either received after the time stated for submission and/or not compliant with the Authority's instructions

Quotations must be treated as private and confidential and organisations must not disclose the fact that they have been invited to quote.

The Tender must be clear, concise and complete. The Authority reserves the right to mark a Tenderer down or exclude them from the procurement if its Tender contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT-RFQ. Tenders will be evaluated on the basis of information submitted by the Deadline.

Organisations wishing to submit quotations should carefully read the whole of the annexed conditions of contract and no quotation will be considered which in any way attaches modifications to these conditions and/or to the quotation documentation.

If changes subsequently occur in relation to the statements set out in the Tender, the relevant Tenderer must promptly notify the Authority of them. The Authority reserves the right to disqualify any Tenderer that fails to duly notify the Authority. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times. In particular, these include the provisions set out in regulation 57 of the PCR 2015 and the minimum standards set out in the Method Statement Questions. Any change in the eligibility of a Tenderer must be notified immediately to the Authority in writing and may result in that Tenderer being disqualified from any further participation in the procurement process.

## **5. SERVICE TERMS**

The draft Contract that the Authority proposes to use is available as part of the tender pack. It can be downloaded from attachments section for this project, which in turn can be found on the London Tender Portal [www.londontenders.org](http://www.londontenders.org). By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT-RFQ and the draft contract without further negotiation or amendment.

If the terms of the draft contract render the proposals in the Tenderer's Tender unworkable, the Tenderer should submit a clarification in accordance with paragraph 1.9 and the Authority will consider whether any amendment to the draft contract is required. Any amendments shall be published and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Authority, the Authority shall publish the amendment as an alternative to the original drafting. Tenderers should indicate if they prefer the amendment; otherwise the original drafting shall apply. Any amendments which are proposed, but not approved by the Authority through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

### **5.1 Documents Forming the Service Agreement**

The following documents shall form part of the Contract between the Authority and the Service Provider(s):

- Contract
- Specification (and attachments).
- A Pricing Schedule (as completed by the Service Provider(s))
- Responses to method statement questions (as completed by the Service Provider(s))

### **5.2 Consortia and Subcontractors**

The Authority requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

For the purposes of this ITT-RFQ, the following terms apply:

- **Consortium arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
- **Subcontracting arrangement.** Groups of companies come together specifically for the purpose of bidding for appointment as the Service Provider, but envisage that one of their number will be the Service Provider, the remaining members of that group will be subcontractors to the Service Provider.
- **Please note:** Should you wish to submit a consortium bid, it is only necessary for the lead organisation to fill out the application on behalf of their members and only **ONE** application is required. You shall be asked within the quotation to identify members including the percentage of work you envisage each member completing.

### 5.3 Warnings and Disclaimers

While the information contained in this ITT-RFQ is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT-RFQ (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

If a Tenderer proposes to enter into a Contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it (Terms & Conditions of the framework agreement and the call of contract are available in the attachment area of the e-procurement system for this project).

Neither the issue of this ITT-RFQ, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

### 5.4 Confidentiality and Freedom of Information

This ITT-RFQ is made available on condition that its contents (including the fact that the Tenderer has received this ITT-RFQ) is kept confidential by the Tenderer and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

As a public body, the Authority is subject to the provisions of the Freedom of Information Act 2000 (FOIA) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

The Authority shall treat all Tenderers' responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of FOIA.

While the Authority aims to consult with third-party providers of information before it is disclosed, it cannot guarantee that this will be done. Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information has been clearly identified to the Authority in the template provided.

Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its contract(s), including the contract values and the identities of its suppliers on its website.

## **5.5 Publicity**

No publicity regarding the framework arrangement or the services to be called off under the Framework Agreement will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

## **5.6 Tenderer Conduct and Conflicts of Interest**

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.
- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass the Authority or any employees or agents of the Authority in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and the Authority and its advisers. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

## **5.7 Authority's Rights**

The Authority reserves the right to:

- Waive or change the requirements of this ITT-RFQ from time to time without prior (or any) notice being given by the Authority.
- Seek clarification or documents in respect of a Tenderer's submission.
- Disqualify any Tenderer that does not submit a compliant Tender in accordance with the instructions in this ITT-RFQ.

- Disqualify any Tenderer that is guilty of serious misrepresentation in relation to its Tender, expression of interest, or the tender process.
- Disqualify any Tenderer that is unable to provide the required documents that are subject to award.
- Withdraw this ITT-RFQ at any time, or to re-invite Tenders on the same or any alternative basis.
- Choose not to award any Contract as a result of the current procurement process.
- Make whatever changes it sees fit to the Timetable, structure or content of the procurement process, depending on approvals processes or for any other reason.

## 5.8 Bid Costs

The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Tenderer in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

## 5.9 Insurance

The Authority will require the successful Tenderer to have in place as a minimum the following insurances in place.

- Employer's Liability Insurance Policy of not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences; and
- Public Liability Insurance Policy of not less than £5 million for each and every claim, act or occurrence or series of claims, acts or occurrences.
- Professional Indemnity Insurance Policy of not less than £2 million for each and every claim, act or occurrence or series of claims, acts or occurrences.

## 6. TENDER EVALUATION MODEL

### 6.1 Selection Criteria Evaluation

The Selection Criteria which are included as pass/fail questions (*see table 2 below*) will be evaluated first. If a "Fail" score is obtained on any of the questions designated "Pass/Fail", this will result in the Tender being rejected and questions which carry a 'weighting' will not be evaluated.

The following table (table 2) provides the summary scoring mechanism which will be applied. Please note that the online questionnaire includes the individual weightings for sub category and weightings for individual questions within a sub category. Some questions will also include additional instructions in the 'Supplier Help' window. Please make sure you read the supplier help notes before responding to the question.

Quality questions that are not pass/fail will be scored on a scale of 1-5 in accordance with the Table 3 below.



**TABLE 2: Evaluation Methodology (Pass/fail and weightings for quality questions and Price)**

<b>Section</b>	<b>Scoring Method</b>	<b>Weighting</b>
Supplier Details	None – information only	N/A
Bidding Model	None – information only	N/A
Contact Details	None – information only	N/A
Licencing and Registration	None – information only	N/A
Grounds for Mandatory Exclusion	Pass/Fail	N/A
Grounds for Discretionary Exclusion	Pass/Fail	N/A
Economic and Financial Standing	Pass/Fail	N/A
Insurance	Pass/Fail	N/A
Compliance with Equality Legislation	Pass/Fail	N/A
Environmental Management	Pass/Fail	N/A

Health and Safety	Pass/Fail	N/A
Statutory and Legislative Requirement	Pass/Fail	N/A
Minimum Accreditation Requirements	None – information only	N/A
Specification of Requirements	Pass/Fail	N/A
Lot Information	None – information only	N/A
Declaration	None – information only	N/A
<b>Project Specific Questions (QUALITY)</b>		<b>80%</b>
<b>Price</b>		<b>20%</b>
Price Schedule	Scored in relation to lowest price bid (see 6.3 below)	100%

## 6.2 Scoring of Technical or Quality Criteria

The quality evaluation will be scored in accordance with the table below.

**TABLE 3: Scoring of Technical or Quality Criteria**

0	<b>No response.</b> The bidder did not provide a response to the question.
1	<b>Poor.</b> The response provides very little confidence
2	<b>Unsatisfactory.</b> The response provides some confidence but not to an acceptable degree. The response is partially compliant, but with serious deficiencies in supporting evidence to meet service requirements
3	<b>Satisfactory.</b> The response provides an acceptable degree of confidence. The response includes evidence to supports a compliant bid. But there are shortfalls in the evidence which means there remains some minor concerns
4	<b>Good.</b> The response provides a good degree of confidence. The response is compliant and offers relevant evidence to support their claims, clearly indicating that service requirements would be met.
5	<b>Excellent.</b> The response provides an exceptional degree of confidence. The response is compliant and offers substantial detailed evidence to support their claims, clearly demonstrating a comprehensive understanding of the service requirements.

### 6.3 Evaluation Panel

Each member of the evaluation panel will assess each Bid separately. Questions may be divided between evaluation panel members so that an evaluator may not read the entirety of a Bid.

Members of the evaluation panel will individually score each of the bidder's response based on the 'Scoring of Technical or Quality Criteria table above (Table 3). Each member will record their corresponding score along with the characteristics and relative advantages and disadvantages of the bid response. The evaluation panel members will record the corresponding 'Score Awarded' and the strengths and weaknesses of the response.

The 'Score Awarded' to a bidder's response must correspond to Table 3 i.e.: 0, 1, 2, 3, 4, 5. No other scores may be used and decimal scores are not permitted from individual panel members, but may be awarded where average panel scores are used.

### 6.4 Moderation

A moderation process will then be undertaken with the evaluation panel to discuss and agree the final score for each bid response.

In the event that the evaluators are unable to agree on a score for a Bidder's response, the average score will be awarded. For the avoidance of doubt, when a single consensus score cannot be agreed, an average panel score will be used and this may result in decimal number scores (e.g. 2.5).

Each question will be awarded a panel score. Where the individual weighting for the score is more than five, the panel score will be multiplied (or divided if weighting is less than 5) to reflect the weighting for the question (e.g. a score of 5 will achieve the maximum weighting for the question).

All weighted scores from each award criterion will then be added together to give a final quality score total for each Bidder's Bid. The final quality score will be rounded to two decimal places.

## 6.5 Premier Supplier Programme

The Authority has undertaken a transformation of its payment practices and is seeking to further improve supplier relationships. As a result, the Authority are now able to offer the Premier Supplier Programme. **Please refer to Appendix 2 for all the details on the Premier Supplier Programme prior to responding.**

## 6.6 Evaluation of Bid Price

The price of the bid will be evaluated using both the bid price and any percentage rebate offered under the Authority's Premier Supplier Program.

The total sum of the rebate will be calculated as a percentage of the contract price. The total contract price will be the contract price with the early payment rebate deducted:

Total Contract Price = Contract Price - Rebate Offered

The lowest priced compliant tender will be awarded the maximum weight for price score (100%) of the overall marks. All other tender bids will receive a proportion of the maximum score in relation to the lowest priced bid.

The following formula will be used to score bids:

Lowest Priced Tender

Tender Being Scored X Weighting for Price

Bids are accepted subject to regulation 69 (Abdominally Low Tenders) of the Public Contracts Regulations 2015.

# APPENDIX 1

## ProContract e-Procurement System Basic Instructions

**Please use the Response Wizard to complete your responses.** Within your activity for the RFQ, you will see the Response controls shown below. Click the 'Start my response' button to open the wizard.



If you have any difficulty accessing the response wizard, please contact Proactis through their online technical support portal Proactis Central: <http://www.proactis.com/Support>. If your query is time critical please call their support on 0330 005 0352 who will be happy to help you. Please be advised the Supplier Support is only available between 09:00 and 17:30 (Monday - Friday). Outside these hours please log your issues through Proactis Central. Questions regarding tender documentation must not be directed to Proactis, but addressed using the messaging facility below.

Any queries relating to the request for quotation documentation should be posted using the **Messaging** functionality provided by the portal.

Click "view messages" to raise questions and view any

### Messaging

You have 2 unread message(s).

[View messages](#)

The number of unread messages, which are likely to be replies to questions asked by you or others or further information issued by us will be shown here. The presence of new information will also be

The sending and receiving of documentation, questions and answers and communicating will be done electronically via the portal.

## **Appendix 2**

### **Premier Supplier Programme**

The Authority has undertaken a transformation of its payment practices and is seeking to further improve supplier relationships. As a result we are now able to offer the Premier Supplier Programme.

Benefits to your organization are:-

- ✓ Improved cash flow through early payment of invoices – our target is to pay 10 days after receipt
- ✓ Increased process efficiency via e-invoicing
- ✓ Prioritised processing and query resolution
- ✓ Nominated commercial managers
- ✓ Enhanced client satisfaction focusing on service delivery rather than transactional performance

The Authority expects its suppliers to support this programme which will allow the Authority to protect front line services whilst leveraging its sovereign credit rating and low cost of cash to provide liquidity to its supply chain.

More details on the programme are available on request as well as a sample Supplier Participation Agreement.

#### **How it works**

The Authority's standard contract terms will remain on 30 days. Where suppliers wish to participate and therefore be paid early, a small rebate is deducted. The Authority's target is to pay suppliers on day 10 i.e 20 days ahead of contractual terms.

However, in reality the actual payment day may vary between day 1 and day 30 in which case the rebate is calculated dynamically and is proportionate to the actual number of days by which payment is accelerated (the number of elapsed days between the receipt of the supplier's invoice and the date it is paid). The rebate is only applied if payment is made ahead of terms. Please note the payment date is the date the payment leaves the Authority's bank account and not the date on which it arrives in the supplier's bank account. Please see the Daily Rebate schedule below for further details.

The successful supplier will be required to sign the Supplier Participation Agreement on being awarded the contract at the rate offered in their tender.

The Authority reserves the right to refine or remove individual features and benefits of the programme according to specific circumstances at any time.

## **Tendering**

The bidder with the lowest Net Price will be given maximum % weighting for the price element of [n]%.

Net Price is calculated by subtracting any Premier Supplier Programme rebate offered from the tendered price. All other bides will then be compared against lowest Net Price on a pro- rata basis. Suppliers should submit gross price and confirm any rebates offered in the Declaration of Intent to Join the programme schedule. This will then generate a Net Price which will be included in the scoring matrix.

## **Daily Rebate Schedule**

No. of days elapsed between calculation Trigger Date (invoice receipt date) & invoice payment date	% of the amount owed that may be deducted by Authority as rebate				
	Rebate offered:				
	0.50%	1.00%	1.25%	1.50%	2.00%
<b>0</b>	0.75%	1.50%	1.88%	2.25%	3.00%
<b>1</b>	0.73%	1.45%	1.81%	2.18%	2.90%
<b>2</b>	0.70%	1.40%	1.75%	2.10%	2.80%
<b>3</b>	0.68%	1.35%	1.69%	2.03%	2.70%
<b>4</b>	0.65%	1.30%	1.63%	1.95%	2.60%
<b>5</b>	0.63%	1.25%	1.56%	1.88%	2.50%
<b>6</b>	0.60%	1.20%	1.50%	1.80%	2.40%
<b>7</b>	0.58%	1.15%	1.44%	1.73%	2.30%
<b>8</b>	0.55%	1.10%	1.38%	1.65%	2.20%
<b>9</b>	0.53%	1.05%	1.31%	1.58%	2.10%
<b>10 - Target</b>	<b>0.50%</b>	<b>1.00%</b>	<b>1.25%</b>	<b>1.50%</b>	<b>2.00%</b>
<b>11</b>	0.48%	0.95%	1.19%	1.43%	1.90%
<b>12</b>	0.45%	0.90%	1.13%	1.35%	1.80%
<b>13</b>	0.43%	0.85%	1.06%	1.28%	1.70%
<b>14</b>	0.40%	0.80%	1.00%	1.20%	1.60%
<b>15</b>	0.38%	0.75%	0.94%	1.13%	1.50%
<b>16</b>	0.35%	0.70%	0.88%	1.05%	1.40%
<b>17</b>	0.33%	0.65%	0.81%	0.98%	1.30%
<b>18</b>	0.30%	0.60%	0.75%	0.90%	1.20%
<b>19</b>	0.28%	0.55%	0.69%	0.83%	1.10%
<b>20</b>	0.25%	0.50%	0.63%	0.75%	1.00%
<b>21</b>	0.23%	0.45%	0.56%	0.68%	0.90%
<b>22</b>	0.20%	0.40%	0.50%	0.60%	0.80%
<b>23</b>	0.18%	0.35%	0.44%	0.53%	0.70%
<b>24</b>	0.15%	0.30%	0.38%	0.45%	0.60%
<b>25</b>	0.13%	0.25%	0.31%	0.38%	0.50%
<b>26</b>	0.10%	0.20%	0.25%	0.30%	0.40%

<b>27</b>	0.08%	0.15%	0.19%	0.23%	0.30%
<b>28</b>	0.05%	0.10%	0.13%	0.15%	0.20%
<b>29</b>	0.03%	0.05%	0.06%	0.08%	0.10%
<b>30</b>	0.00%	0.00%	0.00%	0.00%	0.00%