

**London Borough of Hounslow**

**Contract for Domestic Violence Perpetrator Programme**

**Pro Contract Reference DN108218**

**Invitation to Tender (ITT)**

**Attachment 1**

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# INTRODUCTION

* 1. The London Borough of Hounslow located at The Civic Centre, Hounslow, TW3 4ND invites Tenders for the provision of Domestic Violence Perpetrator Programme in accordance with this Invitation to Tender.
	2. The London Borough of Hounslow is referred to as the **“the Council”** in this Invitation to Tender, and you, along with other organisations participating in this Procurement, are referred to as Tenderers.
	3. This Invitation to Tender (ITT) contains the information and instructions that you need to submit a compliant Tender. Words in this ITT that are bold have definitions either in the paragraph in which such words appear or in the glossary at paragraph 12.
	4. Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Attachments may result in exclusion of your Tender from this Procurement. If you have read all the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 6.
	5. The Terms of Participation at (Attachment 7) will apply throughout this Procurement. They set out further rights and obligations that apply to you and the Council. You must confirm in the ‘Key Participation Requirements’ section that you accept the Terms of Participation. If you do not answer yes to this acceptance you will be excluded from this Procurement.
	6. If you are participating in this Procurement as a member of a Group of Economic Operators, or are using Sub-Contractors please read the guidance in paragraph 5.
	7. The Council is using the London Tenders Portal to manage this Procurement and to communicate with you. No hard copy documents will be issued and all communications with the Council (including the submission of Tenders) will be conducted via the London Tenders Portal. You must ensure that the details of the point of contact you nominate in The London Tenders Portal are accurate at all times as the Council will not be under any obligation to contact any other point of contact.
	8. You are welcome to ask questions or seek clarification regarding this Procurement. See paragraph 6 for details on how to do so. Please make sure you have read all the ITT information and instructions carefully first.
	9. Reference to Regulations in this ITT is reference to the Public Contract regulations 2015.

# CONTRACT TERMS AND CONDITIONS

###  Contract Period and Contract Value

* 1. The initial contract period will be from **1st April 2016 until 31st March 2019**,with the option for the Council to extend the contract for 2 further periods of extension of up to 12 months each, subject to funding being available.
	2. The anticipated value of the contact over the 3 (three) years is £270,000.00, the contract for the provision of the Service is to be awarded as a fixed price.
	3. The successful tenderer shall enter into a contract with the Council in form provided in Attachment 6.

# PROCUREMENT TIMETABLE

* 1. The anticipated timetable for this Procurement is set out in the table below.
	2. The Council may change this timetable at any time. Changes to any of the dates will be made in accordance with the Regulations (where applicable). You will be informed through the London Tenders Portal if the Council decides that changes to this timetable are necessary.

|  |  |
| --- | --- |
| **Activity** | **Dates** |
| **Publish Contract Notice** | **Friday 15th January 2016** |
| Deadline for Clarification Questions  | 13:00 Wednesday 3rd February 2016 |
| **Deadline for Tender Returns** | **13:00 Friday 12th February 2016** |
| Evaluation of Tenders | Friday 12th – 19th February |
| Clarification meeting/presentation  | Monday 22nd February  |
| Authority to Award (in consultation) | Friday 26th February |
| Award Notification  | Monday 29th February |
| **10 day Standstill Period**  | 1st March 2016 – 14th March 2016 |
| **Award of Contract**  | Tuesday 15th March 2016 |
| **Pre-contract meeting, contract award (sign/seal contract)** | **Monday 21st March 2016** |
| **Proposed Service Start Date** | **Friday 1st April 2016** |

# COMPLETING AND SUBMITTING A TENDER

* 1. To participate in this competitive tendering exercise, you are required to submit a Tender that fully complies with the instructions in this ITT and its Attachments.
	2. You are strongly advised to read through all documentation first to ensure you understand how to submit a fully compliant Tender.
	3. Remember:
		1. It is your responsibility to ensure that you submit a fully compliant Tender.
		2. You must ensure that you are using the latest versions of this document and the associated attachments, as the documentation may be updated from time to time.
		3. Allow plenty of time for the entering of responses into the London Tenders Portal. Do not leave it until the day of the Tender Submission Deadline.
	4. For technical guidance on how to complete questions how to upload any requested attachments please see– Supplier Guidance: [www.londontenders.org](http://www.londontenders.org)
	5. Additional Materials, Documents and Attachments
		1. No additional attachments should be submitted with a Tender unless specifically requested by the Council.
	6. A fully compliant Tender must adhere to the following instructions:
		1. All responses must be inserted into the relevant space for response unless an attachment is additionally permitted. Only information entered into the relevant response space or information provided as an attachment, supplied in accordance with the Council’s instructions, will be taken into consideration for the purposes of evaluating a Tender.
		2. The Tender must be submitted in the English (UK) language.
		3. You must answer all questions within the word count specified. The Council will disregard any part of a response to a question that exceeds the specified word count.
		4. You must not answer questions by cross-referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right.
		5. All Tenders must be received by the Council by the Tender Submission Deadline (see the Procurement Timetable in paragraph 3 for details).
	7. Tenders received after the Tender Submission Deadline will be considered irregular and will be excluded from this Procurement.
	8. Uploading and submitting a Tender
		1. You are responsible for ensuring that your Tender has been successfully completed in London Tenders Portal prior to the Tender Submission Deadline.

4.8.2 All Tenders must be submitted to the Council using the London Tenders Portal. Tenders submitted by any other means will not be accepted.

4.8.3 You may modify and resubmit your Tender at any time prior to the Tender Submission Deadline. Before the Tender Submission Deadline, you must satisfy yourself that you have submitted all responses and attached any requested attachments, through the London Tenders Portal. You cannot modify your Tender after the Tender Submission Deadline.

4.8.4 You may withdraw from this Procurement, by choosing not to submit a Tender.

4.8.5 Your Tender must remain valid and capable of acceptance by the Council for a period of 90 days after the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of your Tender.

* 1. Confidentiality

4.9.1 Tenderers must not collude with nor disclose the fact of their intention to submit a tender to other Tenderers.

4.9.2 The Council may disclose information provided by a Tenderer where there is express provision to do so in accordance with Regulation 21 (2).

4.9.3 Customer contacts named in the Selection Questionnaire do not owe the Council a duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

4.9.4 The Council confirms that it will keep confidential, nor will not disclose to any third parties, any information obtained from a named customer contact, other than to the Contracting Authorities.

* 1. Verification of Information Provided

4.10.1 When requesting evidence that the Tenderer can meet the specified requirements (such as the questions in the Selection Questionnaire relating to sections 6, 7, 8 and 9) the Council may obtain such evidence after the final tender evaluation decision i.e. from the Tenderer(s) only.

4.11 Specific Losses

4.12 The Council may disseminate information provided by a Tenderer that is materially relevant to the Procurement to other Tenderers subject to:

4.12.1 Any procedures described in the Procurement Documentation for raising questions and/or seeking clarifications; and

4.12.2 Any duty to protect commercial confidentiality in relation to the information contained within a Response unless such a duty is overridden by a requirement for disclosure under the FoIA, or the UK Government's requirements on transparency (as detailed within paragraph 10 of the Terms of Participation).

# CONTRACTING ARRANGEMENTS (SUB-CONTRACTORS AND CONSORTIA)

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* 1. It is important that your Tender conveys a complete and accurate picture of how the Council’s minimum requirements for legal, economic, technical and professional capacity, as set out in the Selection Questionnaire (Attachment 2), will be satisfied. The Council needs clarity on how tenders are structured in terms of organisations contributing to them.
	2. The Council is happy to receive and welcomes Tenders from Consortia or sub- contracting elements of their obligations. Where one of these approaches is adopted the remaining provisions of this paragraph must be followed.
	3. The Tender must be completed in the name and ‘voice’ of the Consortium that, if awarded, will ultimately enter into a Contract with the Council and therefore assume liability for performance of the Contract (the “**Tenderer**”), subject to paragraph 5.6 below.
	4. With the exception of Sub-Contractors identified in the Tender (and subject to paragraph [5.8](#bookmark9)), no organisation, other than the Tenderer, will be able to provide Services through the Contract, whether, for example, a group company, subsidiary, parent company, holding company, associated company, franchise or fellow franchisee, strategic partner or organisation in any other relationship with the Tenderer whatsoever. For the avoidance of doubt, the use of any kind of group companies associated with the Tenderer can be only as Sub-Contractors identified in the Tender.
	5. The Council has a Whistleblowing Policy which is available at: <http://www.hounslow.gov.uk/whistleblowingpolicy20141101.pdf>.  Contractors are expected to promote this amongst their workforce.  No council employee should be subjected to any detriment by the contractor, or its employees, if they raise a concern under this policy.
	6. Sub-contracting proposals:
		1. You need to complete question SQ1.2 (b) or (c) in the Selection Questionnaire if you propose to use one or more Sub-Contractors.

5.5.2 The Council does not require all sub-contractors to be disclosed. You need only disclose those sub-contractors who directly contribute to your ability to meet your obligations under the Contract. There is no need to specify sub-contractors supplying general services to you (such as window cleaners etc.) that only indirectly enable you to perform the Contract. Please read the definition of Sub-Contractor in Paragraph 12.

5.5.3 If you need to rely on the capability and/or experience of one or more Sub- Contractors in your Tender to demonstrate your ability to provide the Services in accordance with the requirements of the question and the Contract you must inform the Council in your Tender.

5.5.4 Your Tender must clearly identify when it is relying on a Sub-Contractor in its response to a question, giving the name of the Sub-Contractor and explaining the Sub-Contractor’s role, capability and experience as the context of the question requires.

* 1. Group of Economic Operators proposals
		1. If a Consortium wish to act jointly to provide the Services they may do so with all parties signing the resultant Contract and assuming joint and several responsibility for performance of the Contract.
		2. The Council may require the Consortium to assume a specific legal form for the purpose of concluding the Contract. In this case, the Council is also likely to require the members of the Consortium to nominate a Contract Guarantor for the single legal entity’s performance of the Contract.
		3. The Consortium should nominate a Lead Contact to lead the Tender process. If the Consortium plans to collaborate on a joint and several basis, the Consortium should nominate a Lead Contact to and complete the Tender on behalf of all the other members of the Consortium.
		4. The Lead Contact should complete question SQ1.2(d) or (e) in the Selection Questionnaire to provide details of the members of the proposed Consortium who will be jointly and severally responsible for the entire contract requirements, including the percentage of contractual obligations assigned to each member of the Consortium.
		5. Where the Lead Contact relies on the capability and/or experience of one or more members of the Consortium to demonstrate the Consortium’s ability to provide the Goods and Services in accordance with the requirements of the ITT and the Contract, it must inform the Council in its Tender.
		6. More specifically, the Tender submitted by the Lead Contact must clearly identify in response to any question, when it is relying on another member of the Consortium, the name of the particular member and explain the member’s role, capability and experience, as the context of the question requires.
	2. Queries

5.71 If you are unsure how to classify and communicate your contracting arrangements in your Tender, then you should contact the Council at the earliest opportunity in accordance with paragraph 6.

* 1. Changes to the contracting arrangements
		1. The Council recognises that arrangements in relation to sub-contracting and Consortium may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the requirements. You must tell us about any changes to the proposed sub-contracting or to the Consortium. The Council will assess the new information provided and reserves the right to exclude the Tenderer prior to any award of contract.
		2. If you are awarded a Contract, any changes to arrangements of sub-contracting and Consortium arrangements which are made following the award will be dealt with in accordance the Terms and Conditions of the Contract.
	2. Declaration of Compliance
		1. The Council requires you as either the Tenderer or Lead Contact to confirm that each Sub-Contractor and/or member of the Consortium named in the Tender has read, understood and complied with the statements contained within the Declaration of Compliance (Attachment 8). You do this in the ‘Key Participation Requirements’ section. If you do not answer yes to this confirmation you will be excluded from this Procurement. This provides the Council with assurance that statements made by or in relation to the Sub-Contractors and/or members of the Group of Economic Operators are accurate and that they have participated in this Procurement in accordance with the ITT and the Terms of Participation (Attachment 7).

# QUESTIONS AND CLARIFICATIONS

* 1. You may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable in set out paragraph 3). Questions must be submitted using the messaging facility provided within the London Tenders Portal.
	2. To ensure that all Tenderers have equal access to information regarding this Procurement, the Council will publish all its responses to questions asked and or clarifications raised by you in the “Attachments” section of the on the London Tenders Portal.
	3. Do not refer to your identity in the body of the question should you ask any questions and or clarifications.
	4. Questions or clarifications raised may be responded to in batches by the Council, rather than one at a time.
	5. If you wish to ask a question or seek clarification in confidence you must notify the Council and provide your justification for withholding the question and any response. If the Council does not consider that there is sufficient justification for withholding the question and the corresponding response, the Council will inform you and you will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, the response will be issued to all Tenderers.
	6. You are responsible for monitoring the London Tenders Portal and the ‘Questions and Answers’ document in particular, for any responses to questions, general clarifications or other information issued by the Council. Answers to such questions may contain important information that could affect how you complete your Tender.
	7. The Council reserves the right to contact you but are not obliged at any time for clarification on all or any part of your Tender during this Procurement and which is likely to require a prompt response from you.

# OVERVIEW OF THE EVALUATION PROCESS

7.1 Paragraphs [8](#bookmark15) and [9](#bookmark22) below set out and explain the procedure, stages and process by which the Council will assess your Tender. The evaluation procedure is divided into the following key stages, which the Council may nevertheless decide to run concurrently;

* + 1. Compliance/validation – The Council will check your Tender, ensuring it is compliant with the ITT and that your responses are valid. This includes satisfying all the participation requirements listed in the ‘Key Participation Requirements’ section. The Council may exclude non-compliant Tenders from this Procurement.
		2. Selection; The Council will assess responses to the Selection Questionnaire (Attachment 3), in accordance with paragraph [8](#bookmark15) (“**Selection Stage**”). The Council will exclude tenders that do not meet the selection criteria at the Selection Stage from this Procurement.
		3. Award; The Council will assess responses to the Award Questionnaire (Attachment 4), in accordance with paragraph [9](#bookmark22) (“**Award Stage**”).

* 1. Consensus Marking Procedure
	2. Tenders that are scored and require evaluation will be evaluated in accordance with the procedure described in this paragraph 9 at the Award Stage.
	3. The Consensus Marking Procedure is a two-step process, comprising of;
		1. Independent evaluation (see 7.8); and
		2. Group consensus marking (see 7.9).
	4. During the independent evaluation process each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by you in your Tender. Evaluators will apply the criteria applicable to the question as set out in the evaluation guidance to determine the overall quality of each answer. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question. Each evaluator will also provide a justification for the mark he/she attributed to an answer. All of the evaluators’ marks and related justifications will be recorded separately.
	5. When the independent evaluation exercise has been completed a consensus marking exercise will be undertaken as follows;
		1. The Evaluation Manager will review all the marks allocated by the individual evaluators together with their justifications for awarding the marks.
		2. The Evaluation Manager will arrange for the evaluators to meet and discuss the marks they have allocated to responses provided in the Tender. The consensus marker will facilitate discussion among the evaluators regarding the marks awarded and the related justifications.
		3. During the meeting each evaluator will discuss the quality of the answers given to a question and review his/her justification for attributing the marks having regard to the relevant Marking Schemes at Attachment 4. The evaluators will continue discussing the answers until the evaluators reach a consensus regarding the mark that should attributed to each Tenderer’s answer to the question.
		4. The Evaluation Manager will record the consensus mark and the justification for the consensus mark (in addition to each evaluator’s original mark and justification).
		5. The process above will be repeated until all applicable answers in the Tender have been consensus marked by evaluators.

# SELECTION STAGE EVALUATION

* 1. The information submitted in your response to the Selection Questionnaire will enable the Council to consider your suitability to pursue a professional activity, economic and financial standing and technical and professional ability. If you fail to respond fully and accurately your Tender may be deemed non-compliant. The Council reserves the right to exclude non-compliant Tenders from this Procurement.
	2. **Stage 1 - Selection Questionnaire sections 2, 3 – Grounds for Exclusion**
		1. In certain circumstances the Council is required by law to exclude Tenderers from participating in this Procurement. If you cannot answer ‘no’ to every statement in Section 2 of the Selection Questionnaire (Attachment 2) then, subject to paragraph 8.2.3, your Tender shall be excluded from further participation in this Procurement (except where disproportionately small amounts of tax or social security obligations are involved).
		2. Council is entitled (in its sole discretion) to exclude a Tenderer from further participation in this Procurement if any of the statements in response to sections 3 (Discretionary grounds for exclusion) of the Selection Questionnaire (Attachment 2) apply. If you cannot answer ‘No’ to every statement it is possible, subject to paragraph 8.2.3, that your Tender will be excluded from this Procurement.
		3. The ‘Self Cleaning’ (Covering both mandatory and discretionary exclusion)
			1. If a Tenderer provides sufficient evidence that remedial action has taken place subsequently that effectively “self cleans” the situation, the Council could decide that that Tenderer shall not be excluded from this Procurement. As a minimum, you will have to demonstrate that you have:
1. paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
2. clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
3. taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.
4. The measures you have taken will be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.
	1. **Stage 2 – Selection Questionnaire section 4 – Economic and Financial Standing**
		1. The information you submit in response to the Selection Questionnaire will be used to carry out an assessment of your economic and financial standing. If you indicate in response to question SQ4.3 that a Contract Guarantee will be provided, the Council will perform an assessment of the proposed Contract Guarantor’s economic and financial standing in accordance with this paragraph [8.1](#bookmark16).
		2. The Council uses a credit reference agency (currently Creditsafe) as the first step in determining financial risk. The Council will request an Creditsafe financial risk score based on the information provided in response to the Selection Questionnaire. The report provided by Creditsafe will be used to determine the level of financial risk you represent. If the score provided by Creditsafe is 50 or more (where a standard UK score is available), or the risk level is equivalent or better (where a standard International score is available) then you will be allocated a ‘pass’ and the Tender will proceed to Stage 3 of the Selection Stage evaluation process.
		3. If any of the following circumstances arise:
			1. The score provided by Creditsafe (where a standard UK score is available) is less than 50;
			2. The risk level is high (i.e. worse than) (where a standard international score is available); or
			3. No standard Creditsafe score is available for your organisation,

Then the Council may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed Contract Guarantor (as the case may be):

* + - 1. A copy of the audited accounts for the most recent two years
			2. A statement of the turnover, profit & loss account, current liabilities and assets, and cash flow for the most recent year of trading for this organisation;
			3. A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position
			4. Alternative means of demonstrating financial status if any of the above are not available (e.g. Forecast of turnover for the current year and a statement of funding)
		1. The Council will use the information described in 8.3.3, in addition to a detailed Creditsafe report (where available) to assess whether organisation’s or your proposed Contract Guarantor’s financial risk is average or better. This will be performed using the Council’s financial assessment template that can be viewed at Attachment 9. This covers a range of financial risk indicators, similar to those used by credit reference agencies.
		2. If the Council then determines, in accordance with paragraph [8.3.4](#bookmark19), that the financial risk is determined as being acceptable, you will be allocated a ‘pass’ and the Tender will proceed to Stage 3 of the Selection Stage evaluation process.
		3. If the Council determines, in accordance with paragraph [8.3.4](#bookmark19), that the financial risk is determined as being above (i.e. worse than) average, then (subject to [8.3.7](#bookmark21) below) the Tender will be excluded from further involvement in this Procurement.
		4. If the Council carries out a financial risk assessment on your organisation and its financial risk is determined as being above (i.e. worse than) average and you did not indicate that a Contract Guarantee will be provided, the Council may (in its sole discretion) request that you nominate a Contract Guarantor. If you nominate a Contract Guarantor the Council will also undertake the steps at paragraphs [8](#bookmark17) to [8.3.9](#bookmark20) in respect of the proposed Contract Guarantor; please note that the Council will not carry out further financial risk assessments if the proposed Contract Guarantor is also excluded.

* + 1. If you are acting as a Lead Contact acting for a consortium assessment of economic and financial standing will be carried out in respect of each member of the Consortium. If one or more member of the Group of Economic Operators fails this assessment then the entire Tender will be excluded from further involvement in this Procurement.
	1. **Stage 3 - Selection Questionnaire – Sections 6, 7, 8 and 9.**

* + 1. Evaluators will assess responses to the questions in sections 6,7,8 and 9 and award a ‘pass’ or a ‘fail’ based on the criteria set out in the ITT.
		2. If, following completion of the questions in section 6,7,8 and 9 is determined to constitute a ‘fail’, the Tender will not proceed to evaluation at the Award Stage (as described in paragraph [9](#bookmark22)) and will be excluded from further consideration for the purposes of this Procurement.
		3. Following evaluation of Tenders at this Selection Stage, those Tenderers whose Tenders:

* + 1. Pass the compliance checks stated in paragraph 7.1.1;
		2. Are not excluded under the provisions of Stage 1 above;
		3. Meet the economic and financial standing requirements at Stage 2 above;
		4. Meet the standards set out in Regulation 58 at Stage 3 above; and
		5. Achieve a 'Pass' to all the questions in Stage 3 will proceed to the Award Stage evaluation (as described in paragraph [9](#bookmark22)). All other Tenders will be excluded from this Procurement.
	1. Tenderers who fail the Selection Stage evaluation or fail on grounds of non-Compliance will be notified accordingly.
	2. Selection Stage – Evaluation Summary Table

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Section** |  |  **Evaluated** |
| **Section 1 – Tenderer Details** |
| SQ1.1 Tenderers Details |
| SQ1.1(a) | Full name of the tenderer  | Compliance | N/A |
| SQ1.1(b) | Registered company address  | Compliance | N/A |
| SQ1.1(c) | Registered company number | Compliance | N/A |
| SQ1.1(d) | Registered charity number | Compliance | N/A |
| SQ1.1(e) | Registered VAT number | Compliance | N/A |
| SQ1.1(f) | Trading Status options (i) – (vi) | Compliance | N/A |
| SQ1.1(g) | Classifications option (i) – (iv) | Compliance | N/A |
| **SQ1.2 Bidding Model** |
| SQ1.2(a) | Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | Compliance | N/A |
| SQ1.2(b) | Bidding as a Prime Contractor and will use third parties to deliver some of the services | Compliance | N/A |
| SQ1.2(c) | Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the services | Compliance | N/A |
| SQ1.2(d) | Bidding as a consortium but not proposing to create a new legal entity. | Compliance | N/A |
| SQ1.4(e) | Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). | Compliance | N/A |
|  **SQ1.3 Licensing and Registration** |
| SQ1.3(a) | Registration details if registered in professional or trade register | Compliance | N/A |
| SQ1.3(b) | Whether legal requirement for you to obtain particular authorisation | Compliance | N/A |
| **Section 2 - Grounds for Mandatory Exclusion** |
| SQ2 | Grounds for Mandatory Exclusion |  Evaluation |  Pass/Fail |
| **Section 3 – Grounds for Discretionary Exclusion**  |
| SQ3 | Grounds for Discretionary Exclusion |  Evaluation |  Pass/Fail |
| **Section 4 – Economic and Financial Standing** |
| SQ4.1 | Demonstration of Economic/Financial Standing | Compliance | N/A |
| SQ4.2 | Minimum Level of Economic and Financial Standing | Evaluation | Pass/Fail |
| SQ4.3 | Financial Assessment in respect of a Contract Guarantor | Evaluation | Pass/Fail |
| **Section 5 – Technical and Professional Ability** |
| SQ5 | Relevant experience and contract examples | Compliance | N/A |
| **Section 6 – Insurance** |

|  |  |  |  |
| --- | --- | --- | --- |
| SQ6 | Contract levels of insurance | Evaluation | Pass/Fail |

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| **Section 7 – Compliance with Equality**  |

|  |  |  |  |
| --- | --- | --- | --- |
| SQ7.1 | In the last three years, has any finding of unlawful discrimination been made against your organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK)? | Evaluation | Pass/Fail |
| SQ7.2 | In the last three years, has your organisation had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination? | Evaluation | Pass/Fail |
| SQ7.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? |  Evaluation | Pass/Fail |

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| **Section 8 – Health and Safety** |
| SQ8.1 | Please self-certify that your organisation has a Health and Safety Policy that complies with current legislative requirements. | Evaluation | Pass/Fail |
| SQ8.2 | Has your organisation or any of its Directors or Executive Officers been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years? | Evaluation | Pass/Fail |
| SQ8.3 | If you use sub-contractors, do you have processes in place to check whether any of the above circumstances apply to these other organisations? | Evaluation | Pass/Fail |
|  **Section 9 - Safeguarding** |
| SQ9.1 | Please self-certify that your organisation complies with the followingThe Children’s Act 2004 <http://www.opsi.gov.uk/acts/acts2004/200040031.htm>, The London Safeguarding Children Board Child Protection Procedures and Supplementary Procedures<http://www.londonscb.gov.uk/procedures/>The Safeguarding Adults Policy and Procedures and Hounslow addendum to Pan London safeguarding adults policy and procedures www.hounslow.gov.uk.<http://www.hounslow.gov.uk/index/healthand_social_care/adult_social_care/safeguarding_adults.htm>Deprivation of Libertyhttp://www.lawsociety.org.uk/support-services/advice/articles/deprivation-of-liberty/ | Evaluation | Pass/Fail |

# AWARD STAGE EVALUATION

* 1. Once the Tenderers Tender has been successfully evaluated at Selection Stage, consideration will then be given to the responses to the Award Questionnaire and evaluated in accordance with this paragraph 9.
	2. The Award Stage evaluation will comprise of:
		1. An evaluation of Tenderer’s answers to the Award Questionnaire (“**Quality Evaluation**”); and
		2. An evaluation of the prices tendered in response to the Price Information (“**Price Evaluation**”)
	3. To ensure the relative importance of both criteria will be correctly reflected in the overall score, a weighting system has been applied to the evaluation process. The weightings that shall apply are as follows;
		1. Quality 60%
		2. Price 40%
	4. Quality Evaluation Process
		1. The evaluation panel will agree score of 0 - 12 (where 12 is the highest score) for questions which these scores are available for. The Award Questionnaire will be evaluated by a panel who will undertake an independent evaluation.
		2. The scoring criteria relating to each question as described below:

|  |  |
| --- | --- |
| **Score 12** | The tenderer’s answer is comprehensive and demonstrates that they fully understand the requirement. The tenderer has supplied clear, detailed information and the evidence is unequivocal.  |
| **Score 9** | The tenderer has demonstrated a good understanding of the requirement. The evidence is clear and convincing with minor reservation(s) in one (1) key area. |
| **Score 6** | The tenderer has demonstrated a reasonable understanding of the requirement. The evidence is fairly clear and convincing with minor reservations in two (2) or more key areas. |
| **Score 3** | In majority of the areas the evidence is unclear and unconvincing. The overall response casts doubt on the tenderer’s ability to deliver the service.  |
| **Score 1** | In virtually all key areas there is a lack of convincing evidence which casts serious doubt about the tenderer’s ability, skills and knowledge. |
|  **Score 0** |  No response provided or totally fails to address the question. |

* 1. Overview of the Quality Evaluation

|  |  |  |  |
| --- | --- | --- | --- |
| **Question** | **Section** | **Score** | **Weighting** |
| **Q1** | **A - Accreditation** | Pass/Fail | N/a |
| **Q2** | **B – Service Delivery** | 0-12 | 10 |
| **Q3** | **B – Service Delivery**  | 0-12 | 10 |
| **Q4**  | **C – Risk Management & Governance**  | 0-12 | 5 |
| **Q5** | **C – Risk Management & Governance**  | 0-12 | 10 |
| **Q6** | **D - Collaborative and Partnership Working** | 0-12 | 5 |
| **Q7** | **E - Staffing** | 0-12 | 10 |
| **Q8a** | **F - Outcomes** | 0-12 | 1 |
| **Q8b** | **F - Outcomes** | 0-12 | 1 |
| **Q8c** | **F - Outcomes** | 0-12 | 1 |
| **Q8d** | **F - Outcomes** | 0-12 | 1 |
| **Q8e** | **F - Outcomes**  | 0-12 | 1 |
| **Q8f** | **F - Outcomes**  | 0-12 | 1 |
| **Q8g** | **F - Outcomes**  | 0-12 | 1 |
| **Q8h** | **F - Outcomes**  | 0-12 | 1 |
| **Q8i** | **F - Outcomes**  | 0-12 | 1 |
| **Q8j** | **F - Outcomes**  | 0-12 | 1 |
| Total | 60% |

9.5.1 The evaluation of each response to the Award Questionnaire will be conducted in accordance with the Consensus Marking Procedure.

* + 1. When the Consensus Marking Procedure has been completed, the mark awarded for each response to the Award Questionnaire will be converted into a percentage.
		2. Example

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Question** | **Score** | **Weighting** | **Marked Score** | **Weighted Score** |
| **Q2** | 0-12 | 10 | 6 | 5.00 |
| **Q3** | 0-12 | 10 | 12 | 10.00 |
| **Q4**  | 0-12 | 5 | 9 | 3.75 |
| **Q5** | 0-12 | 10 | 9 | 7.50 |
| **Q6** | 0-12 | 5 | 6 | 2.50 |
| **Q7** | 0-12 | 10 | 9 | 7.50 |
| **Q8a** | 0-12 | 1 | 9 | 0.75 |
| **Q8b** | 0-12 | 1 | 9 | 0.75 |
| **Q8c** | 0-12 | 1 | 12 | 1.00 |
| **Q8d** | 0-12 | 1 | 9 | 0.75 |
| **Q8e** | 0-12 | 1 | 9 | 0.75 |
| **Q8f** | 0-12 | 1 | 9 | 0.75 |
| **Q8g** | 0-12 | 1 | 12 | 1.0 |
| **Q8h** | 0-12 | 1 | 9 | 0.75 |
| **Q8i** | 0-12 | 1 | 12 | 1.0 |
| **Q8j** | 0-12 | 1 | 12 | 1.0 |
|  Total weighted score out of 60 | 44.75 |

* 1. Price Evaluation Process

* + 1. The Price Schedule and Pricing Schedule are the minimum levels of pricing information required for the Tender. The Council reserves the right to request a more detailed breakdown of any Tender Response.
		2. The price calculation is as follows:
			1. Any price submitted over £270,000.00 will be excluded
			2. Any price £270,000.00 or less will be ranked
			3. The lowest Price for the total weighted score will be ranked as 1 and awarded maximum score (40%). In case of more than 1 compliant bid equating to same value, in this case will receive the same score.
			4. All other compliant bids will be proportionately scored below 40% and ranked accordingly.
			5. Example

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Bidder** | **Bidder 1** | **Bidder 2** | **Bidder 3** |
| **1** | Total number of assessments conducted to measure programme suitability including risk assessments. | 1000 | 750 | 500 |
|  **Calculated cost**  | £270.00 | £360.00 | £540.00 |
|  **Weighted score**  | **10.0** | **6.67** | **0.00** |
| **2** | Number of perpetrators and victims offered one to one support  | 300 | 500 | 600 |
|  **Calculated cost**  | £900.00 | £540.00 | £450.00 |
|  **Weighted score** | **0.00** | **8.0** | **10.0** |
| **3** | Number of group programmes delivered for perpetrators | 500 | 600 | 650 |
|  **Calculated cost**  | £540.00 | £450.00 | £415.38 |
|  **Weighted score** | **7.0** | **9.17** | **10.0** |
| **4** | Number of perpetrators attending the group work programmes | 1,500 | 2000 | 2500 |
|  **Calculated cost**  | £138.00 | £103.5 | £82.8 |
|  **Weighted score** | **3.33** | **7.50** | **10.0** |
|  | **Total Weighted Score out of 40** | **20.33** | **31.34** | **30.00** |

* 1. Price Evaluation methodology
	2. Price Evaluation will be undertaken by different evaluators to those involved with the Quality Evaluation process.
	3. If a price and/or any associated component charges that you have provided is abnormally low the Council may exclude your tender. The steps the Council will take in this event are as follows:
		1. To request in writing an explanation of the abnormally low price and/or any associated component charges which may include explanations of one or more of the following;
			1. The economics of the Services provided;
			2. The technical solutions suggested by you or the exceptionally favourable conditions available to you for the provision of Services;
			3. The originality of the Services;
			4. Your compliance with the provisions relating to environmental, social, labour laws referred to in regulation 56 (2);
			5. Your compliance with the sub-contracting obligations referred to in Regulation 71;
			6. The possibility of you obtaining state aid;
		2. To take account of the evidence provided by the Tenderer in response; and
		3. To subsequently verify with them the price and/or any associated component charges per being abnormally low.
	4. When the score has been determined it will become the overall score for the Price Evaluation (“**Price Score**”).
	5. Final Score
		1. The Quality Score will be added to the Price Score to determine the final score for each Tenderer (“**Final Score**”).
		2. If required, the Council may invite up to the top 3 highest ranked bidders to a clarification meeting to be held at the Civic Centre on **Monday 22nd February**, times to be confirmed

# FINAL DECISION TO AWARD

* 1. Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Tenderer who offers the most economically advantageous Tender will be awarded the contract.
	2. The Council will inform you, along with all other Tenderers via the London Tenders Portal of its intention to award the contract.
	3. Following a Standstill Period of 10 days and subject to there being no substantive challenge to that intention, the contract will be formally awarded, subject to contract, to the successful Tenderer.
	4. The term Standstill Period is set out in Regulation 87 (2) and, in summary, is a period of ten calendar days following the sending by the Council by electronic means of the Council’s notice of decision to conclude the Contract tendered via the Official Journal of the European Union, during which the Council must not conclude the Contract with the successful Tenderer. It allows unsuccessful bidders the opportunity to raise any questions with the Council that relate to the decision to award before the contract is concluded. The Contracting Council cannot provide advice to unsuccessful Tenderers of the steps they should take and, if they have not already done so, Tenderers should always seek independent legal advice, where appropriate.
	5. The conclusion of the contract is subject to contract (including the satisfaction of any conditions precedent) and subject to provision of due ‘certificates, statements and other means of proof’ where Tenderers have to this point relied on self-certification.

## GLOSSARY

|  |  |
| --- | --- |
| **Term** | **Definition** |
| Attachment | A document made available to Tenderers in relation to this Procurement via the London Tenders Portal, |
| Council | The London Borough Of Hounslow whose offices are located at  Civic Centre, Lampton Rd, Hounslow, Greater London TW3 4DN. |
| Award Questionnaire | The award questionnaire a copy of which is provided at Attachment 4 and set out in the on the London Tenders Portal; |
| Award Stage | The part of the evaluation process described in paragraph [7.4](#bookmark13); |
| Contract | A contract awarded under the terms and conditions a draft of which is at Attachment 6.  |
| Consensus Marking Procedure | The evaluation procedure described in paragraph [7.5](#bookmark14); |
| Council | The Contracting Authority (within the meaning of the Regulations) described in the OJEU Contract Notice; |
| The London Tenders Portal | The online tender management and administration system used by the Council; |
| Final Score | The score achieved by a Tender at the conclusion of the Award Stage evaluation calculated in accordance with paragraph [9.12.1](#bookmark25); |
| Guarantor | Any person acceptable to the Council to give a Contract Guarantee; |
| Group | In relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006; |
| Group of Economic Operators | A group of economic operators acting jointly and severally to provide Goods and Services; |
| Invitation to Tender or ITT | This invitation to tender document together with its Attachments, published by the Council in relation to this Procurement; |
| Lead Contact | The member of the Group of Economic Operators who is authorised in writing by each of the other members to that Group of Economic Operators to provide the Tender (including the responses to the Selection Questionnaire and the Award Questionnaire) |
| Marking Scheme | The range of marks that may be given to a Tenderer by the Council according to Attachment 2 - Selection Questionnaire and Evaluation Guidance, and Attachment 3 - Award Questionnaire and Evaluation Guidance; |
| Maximum Score Available | The maximum potential score (weighting) that can be awarded for a response to a question as set out in the table at paragraph 9.6.4.1; |