Customer Services Directorate

No First Night Out

Invitation and Instructions to Tenderers

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Invitation and Instructions for Tenderers

1. INTRODUCTION

1.1 Lewisham Council (the Council) invites you to submit a Tender for No First Night Out, a DCLG funded early-intervention homelessness prevention service to cover the boroughs of Lewisham, Bexley, Bromley and Greenwich, on the terms and conditions set out in these Instructions and attached Contract Documentation.

1.2 The words and expressions contained in these Instructions for Tendering have the same meaning that is given to them in the Conditions of Contract and the Service Specification.

1.3 The Conditions of Contract to be used will be the Council’s Conditions of Contract, a copy of which is included in the tender pack.

2. BACKGROUND

2.1 The four South East London boroughs of Bexley, Bromley, Greenwich and Lewisham have been successful in bidding for DCLG Rough Sleeper Prevention funding to deliver a No First Night Out Shared Accommodation scheme. The SE London No First Night Out Shared Accommodation Scheme will prevent single people, over the age of 18 who are homeless or at risk of homelessness in SE London from spending a single night on the street through multiagency early identification and the provision of sustainable independent accommodation. By upstreaming prevention activity the scheme will address future rises in rough sleeping and increase the capacity of outreach services and supported accommodation pathways to deal with current levels of demand.

2.2 The service will include, but is not limited to:

* Sourcing units of shared PRS accommodation (we would anticipate at least 180 units over the two years of the contract)
* Working with PRS landlords to support them in renting their accommodation to shared households
* Providing ongoing housing management support to both tenants and landlords
* Assessing the suitability of clients for shared accommodation and matching clients to shared tenancies
* Supporting clients with holistic approaches to move into independent PRS
* Providing rapid crisis intervention for those accommodated under the scheme to secure and sustain the tenancy

2.3 It is expected that the successful tenderer will begin provision of the service in **January 2018**. This Agreement is for an initial period of two years, with the option to extend for a further year, at the Council’s discretion.

3. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

3.1 You must ensure that you are familiar with the content of and the extent and nature of your obligations as outlined in the Contract Documents and you will be deemed to have done so before submitting a Tender.

3.2 You are responsible for obtaining all information necessary for preparing your Tender. All costs, expenses and liabilities incurred in connection with preparing and submitting a Tender and, in the case of acceptance of the Tender by the Council, in connection with the execution of the Contract, shall be borne by the Tenderer.

3.3 You may request any information or raise any query in connection with the Tender Documentation, including the terms and conditions of Contract, by written communication to the Council via the London Tenders Portal received at any time up to 5pm of **Friday 20 October 2017**.

3.4 The Council will respond to all reasonable clarifications as soon as possible through publishing the Tenderers’ questions and the Council’s response to them on the e-tendering portal (Clarifications Log). If a Tenderer wishes the Council to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of the Council, the clarification is not confidential, the Council will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

3.5 If you have difficulty in complying with any specific provisions of the Tender Documentation you should provide to the Council all information and evidence via the London Tenders Portal, concerning such difficulty.

3.6 The Council may at its discretion consider the difficulty of making such amendments and may waive or amend the relevant provision without prejudice to all or any other provision of the Contract Documents or any rights or powers of the Council under the Contract. No such explanation, information, waiver or amendment shall be binding upon the Council unless made in writing and signed by the Executive Director for Resources and Regeneration. Any such explanation, information, waiver or amendment so provided shall be made available to all other Tenderers.

3.7 The Council may exclude from consideration any tender which is not submitted in full compliance with the instructions contained in this ITT. The Tender must be clear, concise and complete. The Council 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. Tenders will be evaluated on the basis of information submitted by the Deadline.

3.8 The Contract Documents will remain the property of the Council and shall be returned with the Tender, or if no Tender is submitted, upon demand.

3.9 All information supplied by the Council in connection with this Invitation to Tender must be treated as confidential, except where such information is disclosed for the purposes of obtaining any Bond Undertaking or quotations from proposed sub-contractors and other information required to be submitted with the Tender.

3.10 Information supplied by the Council (whether in these Tender Documents or otherwise) is supplied for general guidance in the preparation of the Tender. You must satisfy yourself by your own investigation with regard to the accuracy of any such information and the Council accepts no responsibility for any inaccurate information obtained by you.

3.11 The fact that you have been invited to tender does not necessarily mean that you have satisfied the Council regarding any matters raised on the Supplier Self Certification Form. As such, the Council makes no representation regarding your financial stability, technical competence or ability in any way to carry out the Services.

3.12 The Contract will be on the Terms and Conditions set out in the Tender Pack. The Council will not enter into any negotiations whatsoever on the Terms and Conditions of Contract after submission of tenders. It is therefore necessary for you to read the Terms and Conditions carefully and to take any advice you need before you formulate your tender. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment. Any tenderer who attempts to negotiate changes to the Terms and Conditions of Contract after the latest date for submission of tenders will immediately be eliminated from the competition.

3.13 If the terms of the Contract render the proposals in the Tenderer’s Tender unworkable, the Tenderer should submit a clarification in accordance with [Paragraph 1.8](file:///C%3A%5CUsers%5Cagnewm%5CAppData%5CLocal%5CMicrosoft%5CWindows%5CTemporary%20Internet%20Files%5CContent.IE5%5CK9QZQZ2A%5CInvitation%20to%20tender%20%28PCR%202015%29.rtf#co_anchor_a817202_1) and the Council will consider whether any amendment to the Contract is required. Any amendments shall be published through the Clarifications Log and shall apply to all Tenderers. Where both the amendment and the original drafting are acceptable and workable to the Council, the Council 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 Council through this process, will not be acceptable and may be construed as a rejection of the terms leading to the disqualification of the Tender.

3.14 The Council reserves the right to:

1. Withdraw this ITT at any time, or to re-invite Tenders on the same or any alternative basis.
2. Choose not to award any Contract [or Lot] as a result of the current procurement process.
3. 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.

3.15 The Council 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 Council.

4. PROCUREMENT TIMETABLE

4.1 The timetable for this Procurement is set out in the table below. This timetable may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed through the London Tender portal if the Authority decides that changes to this timetable are necessary.

|  |  |
| --- | --- |
| **Activity** | **Proposed Date** |
| Issue Tender | Monday 2 October  |
| Deadline for receiving tender queries | Friday 20 October |
| Tender return deadline | Friday 27 October |
| Tender evaluation | Friday 3 November |
| Contract award | Friday 20 December |
| Contract commencement | Wednesday 31 January |

5. TENDER DOCUMENTATION AND ACCOMPANYING INFORMATION

5.1 The Tender must be submitted on the Tender Documentation enclosed with this Invitation, which must be completed in black ink or type, and it must be signed:

(a) where the Tenderer is an individual, by that individual;

(b) where the Tenderer is a partnership, by two duly authorised partners;

(c) where the Tenderer is a company, by two directors or by a director and the company secretary, such persons being duly authorised for that purpose.

5.2 If the Council requests documentary evidence of any authorisation referred to in instruction 5.1(b) and 5.1(c) above, you must produce that immediately.

5.3 You must submit the Tender in the manner and by the date and time stated in Instruction 6.1, which shall include:

(a) the completed and signed Form of Tender,

(b) the completed and signed Pricing Schedule, which shall include a breakdown of the calculation of rates and/or prices; and

(c) Method Statements and documentary evidence where appropriate, as outlined in the following table

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Method Statement** | **Area of Assessment** | **Max. Word Count** | **Weighting for this tender** | **Minimum score required (out of 10)** |
| MS1 | **Mobilisation**Outline your mobilisation plan i.e. what practical steps will you take to ensure that this service is ready to start 6 weeks after contract award?  | 1000 | 10% | 7 |
| MS2 | **Project Management and Delivery**The key objective of this service is to identify and procure private rented sector accommodation, managing a shared accommodation scheme for 324 clients.  How will you achieve it? | 1000 | 10% | 7 |
| MS3 | **Methodology**What tools will you use to monitor and measure performance against the objectives in the contract specification? | 800 | 10% | 7 |
| MS4  | **Support for Landlords**How will you ensure that landlords are supported in letting shared accommodation? Please give examples of how you intend to do this. | 800 | 10% | 7 |
| MS5 |  **Support for Clients**How will you ensure that clients are supported in maintaining their accommodation? | 800 | 10% | 7 |
| MS6 | **Recruitment and Staffing**How will you ensure that staff working on this service have the skills needed to build relationships with private rented landlords in order to procure the accommodation? We would also seek submission of your proposed core staff structure. | 800 | 10% | 7 |
|  |  | Total weight | 60% |  |

5.4 For all weighted criteria in the table in section 5.3 above, a tenderer’s submission must achieve a minimum score of 7 out of a maximum of 10 (see section 8.3 for the scoring basis); the Council will reject any Tender which fails to meet such minimum score.

5.5 For full details of what will be evaluated against within each criteria please the Method Statements which expand on the headlines above.

6. SUBMISSION OF TENDER DOCUMENTATION

6.1 You must submit an original of all submission documents via the London Tenders Portal for receipt by no later than noon on **Friday 27 October** or such later date as the Council notifies to Tenderers.

6.2 Any Tender or any accompanying documentation submitted after such time and date may not be considered for acceptance by the Council.

6.3 Your Tender must remain valid and open for acceptance by the Council three calendar months after the date specified for the return of Tenders or such longer period as may be agreed with the Council.

7. NON-CONSIDERATION OR REJECTION OF TENDER SUBMISSION

7.1 Your Tender Submission may be rejected or not considered if you:

(a) fail to Tender to provide all of the Services required; or

(b) in any respect, don’t comply with the requirements ofthe Tender Documentation and these Instructions for Tendering; or

(c) make or attempt to make any variation or alteration to the terms of the Contract Documents except where the variation or alteration is expressly permitted in writing by the Council; or

(d) make any significant omissions from the Tender Documentation; or

(e) fix or adjust the prices, charges and rates shown in your Tender Submission:

(i) by or in connection with any agreement or arrangement with any other person; or

(ii) by reference to any other Tender Submission; or

(f) communicate to any person other than the Council the amount or approximate amount of the prices, charges and rates shown in your Tender Documentation; or

(g) enter into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices, charges and rates to be shown by any other Tenderer in its Tender Submission; or

(h) offer or agree to pay or give or do 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 to be done in relation to any other Tenderer or any other person’s proposed Tender Submission any act or omission; or

(i) in connection with your Tender or the award of the Contract commit an offence under the Bribery Act 2010 or give any fee or reward, the receipt of which is an offence under Section 117 (2) of the Local Government Act 1972; or

(j) have directly or indirectly canvassed any member or official of the Council concerning the acceptance of any Tender Submission or who have directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tender or Tender Documentation submitted by any other Tenderer; or

(k) fail to use the English language;

(l) have breached the Employment Relations Act 1999 (Blacklisting) Regulations 2010 and not taken steps to ensure that any blacklisting does not reoccur;

provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the Council in respect thereof or to any criminal liability that such conduct by a Tenderer may attract.

7.2 Any breach of the terms stipulated in Instructions 7.1(e) to (l) will entitle the Council to terminate at any time any existing or subsequent Contract(s) entered into between that Tenderer and the Council.

7.3 The Council 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 Council.

7.4 Please not that further to the conditions listed above, tenders above £145,000 per annum will not be considered.

8. CRITERIA FOR EVALUATION AND CONTRACT AWARD

8.1 The Council is not bound to accept the lowest or any Tender Submission and reserves to itself the right at its absolute discretion to accept or not accept any Tender Submission.

8.2 The Council will evaluate Tender Submissions on the basis of the most economically advantageous tender, assessed on the following criteria, first establishing that the bid is able to progress on the basis of the pass or fail sub-criteria and then applying the weighted aspects as follows:

(a) Financial detail including price 40%

(b) Mobilisation 10%

(c) Project Management and Delivery 10%

(d) Methodology 10%

(e) Support for Landlords 10%

(f) Support for Clients 10%

(g) Recruitment and Staffing 10%

8.3 Scoring of the tender bids received will be on the following basis:

Table 1

|  |  |  |  |
| --- | --- | --- | --- |
| **Rating** | **Score** | **Level** | **Standard** |
| **FAIL** |  **0** | **Non-existent** | **Proposal absent** |
|  |  **1** | **Inadequate** | **Proposal contains significant shortcomings and/or is inconsistent or in conflict with other proposals** |
|  |  **2** | **Very poor** | **Proposal contains many shortcomings and/or is inconsistent or in conflict with other proposals** |
|  |  **3** | **Poor** | **Proposal falls well short of achieving expected standard in a number of identifiable respects** |
|  |  **4** | **Weak** | **Proposal falls just short of achieving expected standard in a number of identifiable respects** |
|  |  **5** | **Inadequate** | **Proposal just meets the required standards in some major aspects, but is lacking or inconsistent in others** |
|  |  **6** | **Barely Adequate** | **Proposal meets the required standards in almost all major aspects, but is lacking or inconsistent in others** |
| **PASS** |  **7** | **Good** | **Proposal meets the required standard in all major material respects** |
|  |  **8** | **Very good** | **Proposal meets the required standard in all major material respects and in a few of the minor requirements** |
|  |  **9** | **Excellent** | **Proposal meets the required standards in all major material respects and nearly all of the minor requirements** |
|  |  **10** | **Perfect** | **Proposal meets the required standards in all major material respects and all of the minor requirements** |

* 1. Scores will be allocated in line with the above evaluation framework to each criterion which is remaining after all pass fail criteria have been evaluated against.
	2. Each sub-criterion can have a maximum score out of 10, which will be multiplied by its specific weighting and summed to give the total score for the quality element which accounts for 60% of the overall score.
	3. Tenderers are required to achieve a minimum score of 7 for each method statement question. Any tenderer who does not meet this minimum requirement will be eliminated from the tender process and will not be shortlisted for interview.
	4. Pricing Schedules are equivalent to 40% of total score and enable the Council to evaluate how each component of the service has been priced and ensure we are securing ‘Value for Money’. It is also essential to enable us to assess each tender submission on a ‘like-for like’ basis to ensure transparency.
	5. We will be evaluating price based on the Total Contract Value that you submit. This price will include all costs you anticipate in the fulfilment of this contract.
	6. As such you will be required to complete pricing schedules for the following areas:
* Staffing / Staff Costs
* Unit Procurement
* Overheads / Management Fee
* Any other costs not otherwise accounted for
	1. An overview of the financial evaluation:
* eliminate any tender that fails to meet any essential minimum criteria
* eliminate any tender which is priced at more than the cap of £145,000 per annum
* eliminate any tender found to be too low (after seeking further clarification with the tenderer) to be credible, irrespective of how many points are scored in other areas
* for the remaining tenders, calculate the variance against the lowest tendered price
	1. Please note – the staffing and costs in your pricing schedule must support the answers in your method statement. There must be sufficient staffing included to deliver against commitments set out in the method statement. Any price submissions considered too low to deliver against the method statements will be excluded.
	2. A variance method will be applied as below to evaluate pricing:
* Tender scores based on price variance to the lowest received price
* Lowest compliant tender will receive maximum score
* Tenderer cannot receive a negative score. Whilst a significantly high valued return will not be subject to consideration the tenderer will receive a score.



* 1. Example:

Total available marks = 40%

Lowest Price: 125,000

Calculation: 40x (A/Tendered Price)

|  |  |  |
| --- | --- | --- |
| Tenderer | Tender Price  | Price Score |
| A | 125,000 | 40.00 |
| B | 130,000 | 38.46 |
| C | 135,000 | 37.04 |

* 1. Following the completion of the quality evaluation of the tenders, the providers who score sufficient marks will be invited to attend a post-tender clarification interview.
	2. These interviews will take place in the week commencing 30 October and will last approximately 1 hour. If you are invited but are not able to attend, the Council has the right to not consider your tender any further and eliminate you from the tender process. Invites will be sent out confirming the date and time of your interview if clarification is required, within one week of the tender close.
	3. The questions for the interview shall be derived from areas of assessment following evaluation of tender responses (including method statements and pricing schedule). This will enable questions to be focused and reflective on any areas of missing information or any concerns that the tender submissions raised as a whole. None of the questions will be scored but may be used to adjust the score originally awarded to your method statement.
	4. Upon completion of the interview, final scores shall be confirmed by the project group. The final quality (method statement and interview) and price scores are added together to give a total score out of the available 100 percent.
	5. Example: Quality (45%) + Price (37.9%) = 82.9% (out of 100%)
	6. The group shall then agree on a ‘recommendation’ for award of contract based on the highest scoring tenderer. It should be noted that this is a ‘recommendation’ that needs to be ratified and agreed by the Council’s Mayor and Cabinet. Once this is finalised, tenderers will be notified of the outcome. We envisage this to be the week commencing 23 October 2017.
	7. The tender evaluation process can be summarised as follows:

Pass / Fail Criteria → Fail (Elimination from tender)

↓

Weighted Criteria → Fail (Elimination from tender)

↓

Pricing Schedule → Fail (Elimination from tender)

↓

Clarification Interviews

↓

Revised Scoring → Contract Award

8.20 The Council reserves the right to enter seek clarifications with Tenderers concerning any aspects arising from this invitation to tender after the submission of the Tenders. Such clarifications may include, (but are not limited to), the level and application of the rates, prices and financial arrangements contained within any Tender.

8.21 You may be required to give a demonstration of your competence to carry out the specified Services at a time and venue to be agreed. Such a demonstration shall be conducted by the person you propose to nominate as the Contractor’s Representative if your Tender is successful.

8.22 You should include within your rates all appropriate costs, expense and disbursements (exclusive of VAT); the cost for complying with the Conditions of Contract, general obligations to the requirements of the Specifications and all other items of work necessary to provide the Service to the reasonable satisfaction of the Authorised Officer, together with all liabilities and obligations, whether expressed or implied, incurred by or incumbent upon you pursuant to the Contract; and to any works required being undertaken safely, and in compliance with all Statutory provisions and other rules or regulations relating to the Contract, including the Health and Safety at Work etc. Act 1974 and any subsequent safety legislation.

8.23 You should be aware of all relevant legislation, Home Office and other guidance circulars. In particular, you may be required to ensure that the staff appointed are suitable with due regard to the Rehabilitation of Offenders Act 1974, from which staff would be exempt by virtue of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975. The Council may require all employees so engaged to accept vetting by the Council before any Contract can be awarded.

9. ACTION ON ACCEPTANCE

9.1 The matters identified in Instruction 5.3 as ‘Method Statements’ shall have the status of Provisional Method Statements until their subsequent incorporation in to the Terms and Conditions of Contract.

9.2 The Authorised Officer shall notify the successful Tenderer of areas in the Provisional Method Statements that they view as requiring further consideration before they are incorporated in to the Terms and Conditions of Contract.

9.3 You must make any amendments to the Provisional Method Statements that are agreed between you and the Council. Once the Authorised Officer is satisfied with their content, the Provisional Method Statements will be incorporated in to the contract.

9.4 On written acceptance of the Tender Submission by the Council, you will execute the Contract in the form enclosed with this Invitation.

9.5 If you fail to comply with any of the warranties given in your Tender Submission, the Council may (without prejudice to any other right or remedy available to it) terminate the Contract by notice to you having immediate effect.

9.6 The contract period will commence on the Contract Date, being the date on which the Council notifies the successful Tenderer in writing of the acceptance by the Council of the Tenderer's Tender Submission and until the successful Tenderer executes the Contract in accordance with the Council’s requirements, the terms of the Contract shall be binding from the Contract Date.

9.7 Where applicable, the Council will publish a Contract Award Notice in the Official Journal of the European Union (OJEU).

10. TENDERER'S WARRANTIES

10.1 In submitting your Tender, you warrant, represent and undertake to the Council that:

(a) you are willing to carry out the contract in accordance with this Invitation and the offer set out in the Tender Submission;

(b) you have not done any of the acts or matters referred to in Instruction 7 above and have complied in all respects with these Instructions for Tendering;

(c) all information, representations and other matters of fact (including without limitation those contained in a Supplier Self Certification Form) communicated (whether in writing or otherwise) to the Council by you, your employees or agents in connection with or arising out of the Tender are true, complete and accurate in all respects;

(d) you have made your own investigations and research and have satisfied yourself in respect of all matters (whether actual or contingent) relating to the Tender and that you have not submitted the Tender and will not have entered into the Contract in reliance upon any information, representation or assumption (whether made orally, in writing or otherwise) that may have been made by or on behalf of the Council;

(e) you have satisfied yourself as to the correctness and sufficiency of the information you have inserted in the Pricing Document;

(f) you have full power and authority to enter into the Contract and provide the Services;

(g) you are of sound financial standing and have and will have sufficient premises, working capital, skilled staff, vehicles, tools, materials, other equipment and other resources available to you to provide the Service in accordance with the Contract;

(h) you have obtained all necessary consents, licences and permissions to enable you to provide the Services and will from time to time throughout the Contract Period obtain and maintain all further and other necessary consents, licences and permissions to enable you to continue to do so; and

(i) you will not at any time during the Contract Period or at any time thereafter claim or seek to enforce any lien, charge, or other encumbrances over property of whatever nature owned by the Council and that is for the time being in your possession, for the purposes of this Contract.

11. TENDER DOCUMENTATION ENCLOSED

11.1 The following table shows the Tender Documentation enclosed with this invitation, and the documents that you are required to return as the Tender Submission:

|  |  |  |
| --- | --- | --- |
| **Document Description** | **Enclosed** | **To be returned** |
| Council's Code of Practice for Contractors, Suppliers and Service Providers | YES |  |
| Specification | YES |  |
| Conditions of Contract | YES |  |
| Supplier Self-Certification Form | YES | YES |
| Form of Tender | YES | YES |
| Pricing Schedule | YES | YES |
| Method Statements | YES | YES |