****

**INVITATION TO TENDER**

**PART 1 – GUIDANCE DOCUMENT

Greater Manchester Victim Services**

**Contract Ref:** **GMCA 706 (DN 661552)**

Closing Time & Date: 12 Noon on 28/04/2023

Contract Duration: 36 months with a provision to extend for 2 x 12-month periods.

Contents

[1. Section One – Instructions & Conditions 3](#_Toc130208049)

[1.1 Glossary 3](#_Toc130208050)

[1.2 Introduction 3](#_Toc130208051)

[1.3 Instructions to Tenderers 4](#_Toc130208052)

[1.3 Tender Conditions 6](#_Toc130208053)

[1.4 Evaluation Criteria 9](#_Toc130208054)

[2. Section Two – Company and Policy Information 10](#_Toc130208055)

[3. Section Three – Background/Overview 19](#_Toc130208056)

[3.1 The Project 19](#_Toc130208057)

[3.2 Social Value 19](#_Toc130208058)

[3.3 Modern Slavery Act 2015 20](#_Toc130208059)

[3.4 SMEs 20](#_Toc130208060)

[3.5 Information Governance 21](#_Toc130208061)

[Section 4 – Successful Tenderer requirements 22](#_Toc130208062)

[5. Conditions of Contract 23](#_Toc130208063)

# 1. Section One – Instructions & Conditions

## Glossary

The following words shall have the following meanings and shall supplement the definitions set out in Schedule 1 (Definitions) to the Contract:

|  |  |
| --- | --- |
| “Circular Advice” | means information sent to bidders during the Tender process comprising general updates and responses to requests for clarification, deemed necessary for circulation to all bidders, in the interests of maintaining fairness within the competition.  |
| “Contract” | means the contract to be awarded as a result of this procurement exercise and advertised with this ITT; |
| “FOIA” | means the Freedom of Information Act 2000; |
| “GMCA” | means Greater Manchester Combined Authority; |
| “ITT” | means this ITT; |
| “Procurement Representative” | means a member of the GMCA Procurement Team; |
| “Tender Documents” | means all documents advertised alongside this ITT including, without limitation, the contract notice, quality questions, service specification, and contract inclusive of any appendices and schedules;  |
| “Tenderer” | means any Tenderer who submits a tender in response to this ITT; |
| “The Chest” | means the online procurement portal used by GMCA to publish and receive bids for this ITT; and |
| “UK Credit Reports” | means such financial reporting tools as GMCA deems necessary in examining Economic and Financial Standing of Tenderers |

## Introduction

The GMCA was established on the 8th May 2017 with the aim of providing local people more control over issues that affect their area. It means the region speaks with one voice and can make a strong case for resources and investment. It helps the entire north of England achieve its full potential.

Greater Manchester is one of the country's most successful city-regions. Our vision is to make it one of the best in the world.

We want the region to be more prosperous, better connected, and greener.

Local people will have more job opportunities, and new skills to contribute to, and benefit from, a stronger economy. They will enjoy better health and a higher quality of life.

The GMCA requires the information sought in this ITT from Tenderers responding to the invitation.

This is a competitive procurement exercise and will be conducted in accordance with the open procedure under EU Procurement Directives and implemented in English Law in line with the Public Contract Regulations 2015 (SI 2015 No.102) (as amended) and such other UK regulations implementing its provisions as may be made from time to time.

## Instructions to Tenderers

**Discrepancies, Omissions and Enquiries concerning the Tender Documents**

**Clarification and Queries**

There will not be any negotiation of any of the substantive terms of the ITT (including all Tender Documents). Only requests for clarification relating to the ITT will be answered.

Telephone or e-mail enquiries will NOT be accepted.

Any requests for clarification relating to this ITT must be submitted through The Chest.

The GMCA will respond to all reasonable requests for clarification as soon as possible through publishing the Tenderers' questions and the response to them on The Chest. If a Tenderer wishes the GMCA to treat a request for 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 GMCA, the information is not confidential, we will inform the Tenderer and it will have an opportunity to withdraw it. If the request for clarification is not withdrawn, both the question and the response will be issued to all Tenderers.

Any other update that the GMCA deems necessary to issue prior to the time and date set for receipt of bids will be issued as Circular Advice via The Chest.

Should you find discrepancies in, or omissions from the Tender Documents, the GMCA’s Procurement Officer should immediately be notified via the questions section of The Chest.

**Study of Tender Documents**

The Tenderer is required to examine all the Tender Documents included in this information pack to obtain a full and clear understanding of the scope of the opportunity, prior to them to tender submission. The Tenderer shall be deemed to have satisfied itself as to the correctness and sufficiency of its Tender submission. A Tenderer shall have no claim whatsoever arising out of their failure to study or understand the Tender Documents.

**Tender Submission**

Tenderers must complete and return all Sections of **Part 2 – Response Document.**

Tenderers must complete and return all the required information in the tender by the time and date of **12 Noon on 28/04/2023.**

An electronic tender submission must be submitted via The Chest. The GMCA reserves the right to reject any tender that fails to comply with the submission requirements set out in this ITT.

Tenderers are advised to keep a copy of their tender submission for future reference.

The GMCA expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in this ITT.

Please do **NOT** e-mail your tender submission direct to the GMCA, as only responses via The Chest will be accepted.

**Electronic submission via The Chest e-procurement portal**

This ITT has been obtained via The Chest e-procurement portal. If experiencing technical problems using The Chest, please contact ProcontractSuppliers@proactis.com.

Tenderers should note that the uploading process when submitting a tender via The Chest may take some time. Tenderers should therefore start this process in sufficient time to allow for the complete uploading of their tender submission by the tender return time and date, Tenders submitted after the tender deadline will NOT be accepted.

**Tender Errors and Omissions**

If the GMCA discovers errors or omissions in the tender, the Tenderer may be required to justify the price/item(s) concerned. Any price adjustments to the tender made by agreement between the GMCA and the Tenderer shall be confirmed in writing by the Tenderer to the GMCA before final acceptance by the GMCA.

**Procurement Timetable**

Set out below is the proposed procurement timetable.

|  |  |
| --- | --- |
| **Activity** | **Date** |
| Publication of ITT | 27th March 2023 |
| Deadline for receipt of requests for clarification | 21st April 2023 |
| Closing date set for receipt of bids | 28th April 2023 |
| Finalise evaluation and scores | 10th May 2023 |
| Internal sign-off  | 11th May 2023 |
| Issue intent to award - standstill period begins | 15th May 2023 |
| Issue final contract award letter to successful Tenderer | 26th May 2023 |

The GMCA intends to award the Contract in line with the above timetable and reserves the right to award the Contract at such date or, without liability to any Tenderer, at an earlier or later date, or not at all. Tenderers will be notified accordingly where any changes are made to the above timetable or the procurement.

**Debriefing**

Following evaluation of tender submissions, a contract award notification will be sent to each Tenderer. Unsuccessful Tenderers will be notified of the relative advantages and characteristics of any successful bid in writing. Any requests for additional feedback should be made via The Chest.

**Freedom of Information Act (2000)**

The GMCA is a public authority under the FOIA.

## 1.3 Tender Conditions

**Acceptance of Tender**

The tender shall constitute an irrevocable offer to perform the Service. The successful Tenderer shall conclude a formal Contract with the GMCA, which shall embody the Tenderer’s offer. No Tenderer may consider itself successful unless and until a formal Contract has been signed by a duly authorised representative of each party.

It is clearly understood that the ITT and the submission of the tender shall not in any way bind the GMCA to enter into a contract with the Tenderer or involve the GMCA in any financial commitment whatsoever in this respect. The Tenderer is also advised that the GMCA do not bind themselves to accept the lowest or any tender but at the GMCA’s sole discretion may accept the whole or part of any tender.

Any acceptance of a tender by the GMCA shall be in writing and shall be communicated to the Tenderer. Upon such acceptance the Contract shall become binding on both parties, and, notwithstanding that, the relevant Tenderer shall, upon request of the GMCA, execute a formal Contract in writing in the form of the Contract provided with the Tender Documents.

The Tender shall remain open for acceptance for a period of 6 months from the closing date for the receipt of Tenders.

All documents comprising the Tenderer’s submission must be completed, uploaded and submitted onto The Chest by the deadline. Please ensure that all required documents are uploaded as incomplete tenders may be rejected.

The following requirements must be adhered to when submitting tenders:

• The pages of the Tender Documents must be numbered sequentially as "Page [x] of [xx]" and include the date and title of the document on each page of the main body.

• Any additional pre-existing material which is necessary to support the Tender should be included as schedules with cross-references to this material in the main body of the tender. Cross-references to this ITT should also be included in the Tender whenever this is relevant.

• Where documents are embedded within other documents, Tenderers must upload and submit separate copies of the embedded documents.

• The tender must be in English and drafted in accordance with the instructions set out in Part 1 – Guidance Document.

• A table of contents must be provided.

• A list of supporting material must be supplied (if requested by the GMCA).

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 closing date and time set for receipt of tenders.

The Tenderer must upload and submit a duly executed Form of Tender (part of Part 2 – Response Document).

Where the Tenderer is a company, the tender must be signed by a duly authorised representative of that company. Where the Tenderer is a consortium, the tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract. In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case he must have and should state that he has authority to sign on behalf of the other partner(s). The names of all the partners should be given in full together with the trading name of the partnership. In the case of the sole trader, he should sign and give his name in full together with the name under which he is trading.

**Rejection of Tender**

The GMCA may in its absolute discretion, without liability to any Tenderer, refrain from considering or reject any tender if:

* It is submitted after the closing date and time set for receipt of bids;
* The Tender is incomplete; or
* It is not in accordance with the ITT and all other provisions of the Tender Documents or is in breach of any condition contained in this ITT.

Any tender in respect of which the Tenderer:

* Has directly or indirectly canvassed any official of the GMCA or obtained information from any other person who has been contracted to supply goods or provide services or works to the GMCA concerning the award of the framework or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other Tenderer;
* Fixes or adjusts the prices shown in the Finance Schedule by or in accordance with any agreement or arrangement with any other person.
* Communicates to any person other than the GMCA the amount or approximate amount of the prices shown in the Finance Schedule, except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or for the purposes of insurance or financing.
* Enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown or referred to by another Tenderer; or
* Offers to agree to pay to any person having direct connection with the ITT process or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, 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, any act or omission, shall not be considered for acceptance and shall accordingly be rejected by the GMCA, provided always that such non-acceptance or rejection shall be without prejudice to any other civil remedies available to the GMCA or any criminal liability which such conduct by a Tenderer may attract.

**Amendment to Tender Documents**

Should any additions or deletions to the Tender Documents be considered necessary prior to the date for submission of tenders, these will be issued by the GMCA to Tenderers and will be deemed to then form part of the Tender Documents; the GMCA reserves the right to extend any date for submission of the tenders accordingly.

If changes occur in relation to the statements set out in the tender, the applicable Tenderer must promptly notify the GMCA of such changes. The GMCA reserves the right to disqualify any Tenderer that fails to duly notify the GMCA. Tenderers are also reminded of the eligibility requirements that apply to the procurement process at all times.

**Tenderers’ Responsibilities**

A Tenderer shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the prices and rates as stated in Part 3 – Pricing Document contained in that tender which shall (except in so far as it is otherwise provided in the Contract) cover all obligations under the Contract and a Tenderer shall also be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

The Tenderer is responsible for obtaining all information necessary for the preparation of its tender and all costs, expenses and liabilities incurred by a Tenderer in connection with the preparation and submission of a tender shall be borne by the Tenderer.

**GMCA Representatives**

No person in the GMCA’s employment or agent, except the authorised Procurement Representative, has any authority to make any representation or explanation to Tenderers as to the meaning of the Contract or any other Tender Document or as to anything to be done or not to be done by Tenderers or the successful Tenderer or as to these instructions or as to any other matter or thing so as to bind the GMCA.

**Confidentiality**

This ITT is made available on condition that its contents (including the fact that the Tenderer has received this ITT) 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, or for the purpose of obtaining sureties guarantees and quotations necessary for the preparation and submission of the Tender.

The GMCA 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 GMCA 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 GMCA in the template provided.

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

**Tender Documents**

The documents which constitute the Tender Documents, and all copies thereof are and shall remain the property of the GMCA and save for the purposes of the Tender, must not be copied or reproduced in whole or in part and must be returned to the GMCA upon demand.

**The GMCA’s Warranties and Disclaimers**

The fact that a Tenderer has been invited to submit a Tender does not necessarily mean that the Tenderer has completely satisfied all the GMCA’s criteria and the GMCA may require further information as appropriate and assess this as part of the Tender evaluation process.

The Tenderer shall have no claim whatsoever against the GMCA in respect of such matters and in particular (but without limitation) the GMCA shall not make any payments to the successful Tenderer save as expressly provided for in the Contract and (save to the extent set out in the Contract) no compensation or remuneration shall otherwise be payable by the GMCA to the Tenderer in respect of the Service by reason of the Specification being different to that envisaged by the Tenderer or otherwise.

Whilst the information in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the GMCA does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. The GMCA does not make any representation or warranty (express or implied) with respect to the information contained in the ITT or with respect to any written or oral information made or to be made available to any Tenderer or its professional advisors.

Each Tenderer to whom the ITT is sent must make its own independent assessment of the proposed terms after making such investigation and taking such professional advice as it deems necessary to determine its interest in the Contract.

This ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a tender or enter into any other contractual agreement. Under no circumstances shall the GMCA be liable to a Tenderer in respect of any costs incurred by a Tenderer (whether directly or otherwise) in relation to the preparation or submission of a tender.

## Evaluation Criteria

The objective of the selection process is to assess the responses to the tenders submitted and to then determine a highest-ranked tender submission with the intention to appoint, in line with the timetable indicated at Section 1.3 of this ITT.

The tender evaluation exercise will seek to balance the issues of quality and price to ensure that the Tenderer chosen provides the most economically advantageous offer for the GMCA.

Upon receipt of formal tenders, the GMCA will be concerned to ensure that there has been full compliance with the ITT documents, and all necessary information has been supplied. The information supplied will be checked for completeness and compliance before responses are evaluated.

**Section 3** is primarily marked using a pass/fail criteria. We want to verify that your organisation:

* Is a legitimate trading organisation;
* Has the required levels of financial standing to effectively undertake the Contract requirements; and
* Promotes good practices in areas of employment, health & safety and environmental care & protection. Where requested, policies must be provided for evaluation.

In addition to the information requested, the GMCA will also undertake an independent financial check using a range of financial reports, these may include (but are not limited to), Company Watch, Experian, Dun & Bradstreet.

**2. Section Two – Company and Policy Information**

***Sections 1 to 3 - Potential Tenderer Information and Exclusion Grounds***

The Selection Questionnaire is a self-declaration made by the Tenderer that they do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures they have taken to rectify the situation (the GMCA calls this self-cleaning).

A completed declaration of Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, the GMCA require that all organisations provide a completed Part 1 and Part 2, to meet the selection criteria. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

***Section 4 – Economic and Financial Standing***

The information provided in response to Section 4 will be used by the GMCA to assess the economic and financial standing of each Tenderer. A Tenderer that is unable to provide trading accounts for the previous 3 years shall provide evidence to support that it has bank accounts and shall provide a balance sheet and income statement to enable the GMCA to access its economic and financial standing. Tenderers should state why they are not able to provide the information requested. In addition, the GMCA will obtain credit reports from credit companies such as Company Watch, Experian and Dun & Bradstreet for the Tenderer and/or their parent companies when deemed necessary.

The GMCA will rate Tenderer Red, Amber, and Green depending on the Credit Report and / or their submitted financial information.  Those rated red or amber will be subject to additional financial due diligence. The GMCA may also, at its discretion, undertake further financial due diligence where required in the professional opinion of its financial evaluator.

The UK Credit Report, where available, together with the information provided by the Tenderer in response to Section 4, will be used by the GMCA to undertake detailed financial due diligence. If UK Credit Reports are not available, then GMCA will use other financial information provided by the Tenderer to assess their economic and financial standing.

Where the GMCA concludes that there is insufficient information to assess the Tenderer’s economic and financial standing, or the information leads the GMCA to conclude that the information provided is **not** acceptable, the Tenderer **will** be excluded.

***Sub Section 5 – Technical and Professional Ability***

The information provided in response to Section 5 will be used by the GMCA to assess the technical and professional ability of a Tenderer.

Where a Tenderer has delivered only part of a contract, for example as a subcontract, they should provide the overall contract value and the value of their contribution to the contract.

***Section 6 – Modern Slavery***

The answers provided in this response will be evaluated on the basis of pass/exclude. Tenderers who self-certify that they do not meet the requirements of this section will be excluded. The provision of insufficient or false information and/or any responses that leads the GMCA to conclude, acting reasonably (considering the risk that the relevant answer concerns the Tenderer’s ability to properly perform the Contract), that it would be inappropriate to select the Tenderer on this occasion, will result in exclusion. Exclusion grounds may apply at any point in the procurement process up to the award of Contract.

***Section 7 – Additional Questions***

***7.1 - Insurance***

Tenderers are requested to self-certify that they have in place or will be willing to obtain the required minimum insurance levels.

***7.2 – Health & Safety***

Any Tenderer with more than five employees are required to self-certify that they have a health and safety policy, signed and dated and updated regularly.

A response of ‘no’ to question (a) without satisfactory explanation will result in the Tenderer’s exclusion from the procurement exercise.

Tenderers are required to provide evidence to the GMCA of any remedial action or changes to procedures they have made to prevent future breaches implemented as a result of any enforcement or remedial orders. The GMCA shall, at its absolute discretion, consider whether any such remedial action is satisfactory.

A response of ‘yes’ to question (b) without satisfactory explanation will result in the Tenderer’s exclusion from the procurement exercise.

A response of ‘no’ to question (c), without satisfactory explanation, where the Tenderer has indicated in Section 1 of 2.1 Tenderer Information that it proposes to use sub-contractors for the delivery of any part of the services described in the Selection Questionnaire, will result in the Tenderer’s exclusion from the procurement exercise.

A response of ‘yes’ to question (d) without evidence or completion of the remaining health and safety questions will result in the Tenderer’s exclusion from the procurement exercise.

A response of ‘yes’ is required for questions (f) to (n). A ‘no’ response will result in the Tenderer’s exclusion from the procurement exercise.

***7.3 - Safeguarding***

Tenderers are asked to confirm respond yes or no to statements and these are assessed on a pass/fail basis.

Tenderer’s must also submit copies of their relevant policies. Failure to provide copies may result in the rejection of an application.

***7.4 – Business Continuity***

Tenderers are asked to confirm respond yes or no to statements and these are assessed on a pass/fail basis.

Tenderer’s must also submit copies of their relevant policies. Failure to provide copies may result in the rejection of an application.

***7.5 – Environment***

Tenderers are asked to confirm respond yes or no to statements and these are assessed on a pass/fail basis.

Tenderer’s must also submit copies of their relevant policies. Failure to provide copies may result in the rejection of an application.

**7.6 – Technical Requirements**

Tenderers are asked to confirm (either now or by the Start Date of the Services) and respond yes or no to the questions. Tenderers may also submit other supporting information. Failure to provide satisfactory responses may result in the rejection of an application.

***Section 8***

There are a number of declarations and information to provide in this section. Tenderers should read the statements and requests carefully before signing and providing information requested.

The following information provides specific advice regarding completion of the Selection Questionnaire, whether the section / question is pass/fail, scored, or information only, what weighting (if any).

| **Sub Section** | **Assessment** | **May Fail on** | **Other Information** |
| --- | --- | --- | --- |
| **1** Tenderer Information | This section is required for information purposes only, to ensure the GMCA has the correct details of all Tenderers | Incomplete information provided |  |
| **2**Grounds for Mandatory Exclusion | This section will be evaluated on a pass / fail basis | Unlawful ActionsIf a Tenderer answers **Yes** to any of the statements, the GMCA **shall** disqualify that Tenderer from the process at this point in the evaluation pending consideration of the self-cleaning statement in Section 2 | Answer **No** to confirm that the Tenderer has not been convicted with regards to the statement |
| **3**Grounds for Mandatory Exclusion | This section will be evaluated on a pass / fail basis | Unlawful ActionsIf a Tenderer answers **Yes** to this statement, the GMCA **shall** disqualify that Tenderer from the process at this point in the evaluation pending consideration of the self-cleaning statement in Section 2 | Answer **No** to confirm that the Tenderer has not been convicted with regards to the statement |
| **3**Grounds for Discretionary Exclusion –  | This section will be evaluated on a pass / fail basis | Unlawful ActionsIf a Tenderer answers **YES** to any of these statements, the GMCA **shall** disqualify that Tenderer from the process at this point in the evaluation pending consideration of the self-cleaning statement in Section 3 | Answer **No** to confirm that the statement does not apply to the Tenderer |
| **4**Economic and Financial Standing | Please see section 4 above for further details  | Failure to provide all information requested.In the professional opinion of the GMCA’s finance evaluation the Tenderer is not considered to be financially viable  |  |
| **5**Technical and Professional Ability | This section will be evaluated on a score of 0 to 5. A minimum score threshold of 3 will apply | Unacceptable or serious reservations | The scoring methodology is described below  |
| **6**Modern Slavery | This section will be evaluated on a pass / fail basis | No response or incomplete information  |  |
| **7.1**Insurance | This section will be evaluated on a pass/fail basis | No response or incomplete response  | Failure to answer yes will result in the failure of your bid |
| **7.2**Health & Safety | This section will be evaluated on a pass / fail basis | No response or incomplete information or an unsatisfactory response  | The criteria are clearly defined in the tender document |
| **7.3**Safeguarding | This section will be evaluated on a pass / fail basis | No ResponseorA response of no will be considered a fail  | Failure to provide evidence of policies as requested could constitute a fail and the rejection of your bid. |
| **7.4** Business Continuity | This section will be evaluated on a pass / fail basis | No responseOr Incomplete response  | Failure to provide evidence of policies as requested could constitute a fail and the rejection of your bid.Please outline what Business Continuity **arrangements** will be in place to ensure consistency of service, likely to be impacted by *(but not limited to):** Natural disaster
* Loss of information technology
* Global pandemics
* Adverse weather conditions
* Industrial disputes/staffing shortages
* Receivership
 |
| **7.5**Environment | This section will be evaluated on a pass / fail basis | No responseorA response of yes will be considered a fail |  |
| **7.6**Technical Requirements | Failure to provide satisfactory responses may result in the rejection of your application. | Incomplete or unsatisfactory responses. |  |
| **8**Legislation | This section will be evaluated on a pass / fail basis | No responseorA response of no will be considered a fail. |  |

**Evaluation Questions**

These questions will be evaluated on the basis of the most economically advantageous tender. The evaluation criteria, and the associated weightings, which will be utilised in this assessment are:

|  |  |  |
| --- | --- | --- |
|  | **Score** | **Comment** |
| **Technical Capacity****Summary of contents below*** Greater Manchester Ambition - 40%
* Service Demand - 20%
* Service Insights - 10%
* Mobilisation - 10%
* Social Value - 10%
 | **90% weighting** | Please complete the questions within **Part 2 – Response Document** |
| **Finance/Price** | **10% weighting** | **Price** - Prices should be fixed for three years as a minimum with a breakdown for Year 1 and then Year 2/3 to reflect the increased funding available in those years.The financial assessment will be made on a lump sum for provision of the services as described within this document. The scores will be awarded based on percentage variation between the highest and lowest price with the lowest financial submission receiving the full marks available.Please complete **Part 3 – Pricing Document** |

**Evaluation**

All proposal submissions will be evaluated as follows:

Quality: 90%

Price: 10%

|  |
| --- |
| **Quality (90%)** |
| **Quality Area** | **Evaluation Criteria** | **(%) Weighting** |
| **Greater Manchester Ambition** | Please see Quality Question 1 as set out within Part 2 – Response Document  | 40% |
| **Service Demand** | Please see Quality Question 2 as set out within Part 2 – Response Document  | 20% |
| **Service Insights** | Please see Quality Question 3 as set out within Part 2 – Response Document  | 10% |
| **Mobilisation** | Please see Quality Question 4 as set out within Part 2 – Response Document  | 10% |
| **Social Value** | Please see Quality Question 5 as set out within Part 2 – Response Document  | 10% |

**Scoring**

For questions where a maximum of 5 marks are available, the following will apply:

|  |  |
| --- | --- |
| Mark | Scoring Guide |
| 5 | means a response which describes and uses evidence to illustrate relevant experience and capability for fully meeting the requirements as set out in the context of the question, with no areas of deficiency and fully answered with reference to each of the sub-sections in the question (as applicable). The response also exceeds the requirements as set out in the context of the question in substance and outcomes and provides innovation and added value in a manner acceptableto the GCMA which is relevant to the Services as set out within the Specification.  |
| 4 | means a response which describes and uses evidence to illustrate relevant experience and capability for meeting the requirements as set out in the context of the question, with reference to each of the sub-subsections in the question (as applicable) and only minor instances of missing detail, which is considered by the evaluation panel to present minimal level of risk. |
| 3 | means a response which describes relevant experience and capability for meeting the requirements as set out in the context of the question, the majority of which is acceptable, with instances of missing detail within the response, which is considered by the evaluation panel to present a moderate level of risk. |
| 2 | means a response which describes partially relevant experience and capability for meeting the requirements as set out in the context of the question, but with inadequate or limited detail within the response, which is considered by the evaluation panel to present significant level of risk. |
| 1 | means that no response has been submitted, or a response has been given that does not provide information that is relevant and/or does not meet the requirements as set out in the context of the question, which is considered by the evaluation panel to present an unacceptable level of risk. |

Where a question requires a yes/no answer, an answer of “no” may result in the GMCA taking the tender no further, unless it is demonstrated to the GMCA's satisfaction that any amendments/qualifications are strictly necessary to give effect to any legal, regulatory or compliancy requirements of any related parties. The GMCA reserves the right to reject any such amendments/qualifications if they are deemed by the GMCA not to be strictly necessary or contrary to the principles of the procurement procedure.

# 3. Section Three – Background/Overview

## 3.1 The Project

The Deputy Mayor for Policing is in the process of transforming the delivery of services for Victims within the Greater Manchester area. The GMCA now has an opportunity to invite applicants to offer an innovative and creative proposal to further enhance the offer to Victims of Crime across Greater Manchester, placing Victims at the heart of service delivery to bring about positive and sustainable outcomes at a local level.

## 3.2 Social Value

The GMCA is committed to acting in a socially responsible way and to influencing others with whom we work with to do the same. In accordance with the Social Value Act 2012 we must consider social value in all our decisions.

As we rebuild our economy in Greater Manchester during and following the crisis caused by COVID-19, it is increasingly important to secure the maximum possible value from every pound of public money that we spend.

This means the GMCA will ensure every contract achieves value for money on a whole life basis in terms of generating benefits not only to the organisation, but also to society and economy, whilst minimising damage to the environment.

The GMCA’s Social Value Framework has six priorities as shown in the diagram below. Further information on how Tenderers can contribute to each can be found on the GMCA’s website:

<https://www.greatermanchester-ca.gov.uk/what-we-do/economy/social-value-can-make-greater-manchester-a-better-place/>.



**We are committed to and we expect our suppliers to be committed to:**

* + Supporting the local economy, including through any sub-contracting;
	+ Reducing demand for public services and including appropriate incentives in contracts, such as contract extension opportunities for suppliers who effectively reduce demand;
	+ Supporting the community and voluntary sector through our suppliers and contracts;
	+ Robust enforcement in cases where suppliers fail to deliver agreed outcomes;
* Working positively with suppliers to deliver the maximum possible social value together (e.g., we might offer a supplier discounted use of our buildings in order to enable district-based delivery of services across the region);
* Paying our suppliers promptly;
* Endorsing / promoting suppliers who engage successfully and positively with our social value approach to procurement;
* Upholding and maintaining our ISO14001 environmental management system accreditation;
* Consider formally adopting the Real Living Wage as a minimum.

**Evaluated Question**

In order for the GMCA to be satisfied of any prospective Tenderer’s commitment to supporting us in implementing our Social Value principles any Tenderer should include within their tender submission a response to the question(s) on Social Value included in the evaluated section of this ITT.

## 3.3 Modern Slavery Act 2015

As part of Local Government, the GMCA recognises that it has a responsibility to take a robust approach to slavery and human trafficking. In addition to the GMCA’s responsibility as an employer, it also acknowledges its duty to notify the Secretary of State of suspected victims of slavery or human trafficking as introduced by section 52 of the Modern Slavery Act 2015. The GMCA is absolutely committed to preventing slavery and human trafficking in its corporate activities and to ensuring that its supply chains are free from slavery and human trafficking. The GMCA requires that all direct Tenderers, service providers and contractors to the GMCA are absolutely committed themselves to preventing slavery within their own activities and through their supply chain which includes manufacturers, and producers.

**3.4 SMEs**

The GMCA is committed to supporting the Government’s small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. Tenderers are encouraged to work with the GMCA to support the wider SME initiative. The link below to the Cabinet Office website provides information relating to the SME initiative <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>

## 3.5 Information Governance

Since the introduction of the GDPR (General Data Protection Regulation) and the updated Data Protection Act in 2018, organisations are now held more accountable for their technical and organisational measures in relation to their security and protection of data, particularly data that identifies individuals (personal data).

When working with new Tenderers/providers, the GMCA have a required Data Protection standard which must be evidenced through relevant policies and procedures. As a minimum the GMCA expect Tenderer’s policies and procedures to be up to date with the changes that were made from the previous Data Protection Act 1998 and reflect the key areas of emphasis that GDPR introduced, such as updated data protection principles, reinforced individual rights, an up to date information security policy, data processing procedures and controls, and staff training on all of the above.

More information about the changes of GDPR and what is required from organisations can be found on the ICO (Information Commissioner’s Office) website: <https://ico.org.uk/for-organisations/>

When in application for a tender/ RFQ, Tenderers must provide a copy of their policies/procedures or at least direct references to them to evidence the above. Without this, they will not pass the minimum standard the GMCA require to consider the rest of any application.

# Section 4 – Successful Tenderer requirements

**Please see Appendix 1 - Service Specification attached.**

# 5. Conditions of Contract

**Please see attached:**

* **Appendix 2 – Draft T&C’s**
* **Appendix 3 – Draft Schedules**