

APPENDIX B



City of Westminster

WESTMINSTER CITY COUNCIL

**CONTRACT FOR TRI-BOROUGH
REDUCING REOFFENDING SERVICE**

**INSTRUCTIONS TO TENDERERS
TENDER REFERENCE T152**



SHARPE PRITCHARD

TABLE OF CONTENTS

1.	BACKGROUND AND INTRODUCTION	1
2.	TENDERING TIMETABLE	2
3.	RIGHT TO CANCEL OR VARY THE PROCESS	2
4.	CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER	2
5.	RESPONSE DOCUMENT AND THE TENDER	4
6.	RETURN OF TENDERS	6
7.	REJECTION OF TENDERS	6
8.	NON CONSIDERATION OF TENDER	7
9.	TENDER EVALUATION AND AWARD PROCEDURE	7
10.	ACCEPTANCE OF TENDER	8
11.	THE CONTRACT	8
12.	CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS	8
13.	SUB-CONTRACTING AND CONSORTIA	8
14.	TUPE	9
15.	FREEDOM OF INFORMATION ACT 2000	10
16.	TENDERER'S WARRANTIES	11
17.	ANNOUNCEMENTS	11
	DISCLAIMER	
	APPENDIX 1 - EVALUATION AND AWARD CRITERIA	
	APPENDIX 2 - PAYMENT MODEL	
	APPENDIX 3 - SPECIFICATION	
	APPENDIX 4 - FORM OF CONTRACT	
	APPENDIX 5 - RESPONSE FORM	

1. BACKGROUND AND INTRODUCTION

Background

- 1.1. The City Council invites Tenders for a Contract for a Tri-borough (Westminster City Council, London Borough of Hammersmith and Fulham and Royal Borough of Kensington and Chelsea) reducing reoffending service, (the "Service").
- 1.2. The Service comprises three elements:
 - a custody referral service that will assess individuals in police custody and refer them to appropriate services ensuring that they 'get through the front door' of these services and access existing provision;
 - a reducing reoffending service that provides key workers to work intensively with short sentenced prisoners ("SSPs") in prison and the community to ensure effective resettlement and rehabilitation into communities;
 - provision of personalised packages of support accessed via a separate commissioning fund that can be used to provide and buy in bespoke services, whilst also advocating for offenders to access community services.

Introduction

- 1.3. Unless otherwise indicated, all words and expressions used in these Instructions to Tenderers with an initial capital letter shall have the meanings set out in the Conditions of Contract.
- 1.4. The successful Tenderer will be required to the Contract Payment to provide the Service.
- 1.5. The Contract Period will commence on or around 1st October 2013 and will end on 30th September 2015. The Service must be delivered from the date of commencement of the contract. In the month pre-ceding the commencement date, on or around, 1st September 2013-30th September 2013 the Provider will prepare implementation of the Service in the Induction/Transition period, as set out in paragraph 6 of the specification [Appendix 3]
- 1.6. The City Council will be entitled at their absolute discretion to extend the Contract Period by any number of periods up to an aggregate of 24 months.
- 1.7. These Instructions to Tenderers describe the City Council's requirements for the Service, the tendering process and the commercial terms on which the City Council will contract in due course with the successful Tenderer.
- 1.8. These Instructions to Tenderers also set out details on the form and content of Tenders and the timetable and other administrative arrangements for the tendering process.
- 1.9. The Specification sets out the City Council's minimum requirements for the provision of the Service. Tenderers are (in accordance with the provisions set out below) invited to submit Tenders by no later than noon on **2nd July 2013**.
- 1.10. The City Council believes that Tenderers are best placed to understand what works to rehabilitate and reduce offending incidents; what works to ensure that those arrested are assessed and referred onto appropriate services and how best to provide the required advocacy and support. The Specification [Appendix 3] is therefore an out put specification setting out the City Council's minimum requirements. Tenderers are encouraged to submit proposals to deliver the Service in the most efficient and innovative way possible.

- 1.11. The evaluation of Tenders will be a two stage procedure. The first stage will be compliance and the second stage will consist of the evaluation of quality aspects of the Tenders and will be conducted against the award criteria (please refer to Appendix 1).
- 1.12. If a Tender fails to meet the compliance standards, the Tender will not be taken forward for evaluation against the specified award criteria.

2. TENDERING TIMETABLE

- 2.1. To ensure that the evaluation and award process is completed and the Contract executed prior to the Commencement Date the City Council has set the following tendering timetable. The City Council reserves the right to amend the timetable.

	Completed by
Invite Tenders from	6 th June 2013
Data and payment model session	19 th June 2013
Closing date for submission of Tenderers' questions, noon on	21 st June 2013
Answers to Tenderers' questions circulated to all Tenderers by	25 th June 2013
Closing date for receipt of Tenders, noon on:	2 nd July 2013
Post Tender clarification meetings	9 th and 10 th July 2013
Notification of proposed award of Contract	August 2013
Induction / Transition Period	September 2013
Commencement Date on or around	1 st October 2013

3. RIGHT TO CANCEL OR VARY THE PROCESS

The City Council reserves the right:

- 3.1. to cancel or withdraw from the tender process at any stage;
- 3.2. not to award a contract;
- 3.3. to require a Tenderer to clarify its submission in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful); and/or
- 3.4. amend the terms and conditions of the tender process.

4. CONSIDERATIONS PRIOR TO SUBMISSION OF TENDER

4.1. Sufficiency of information

- 4.1.1. The Tenderer shall ensure that it is familiar with the content, the extent and nature of its obligations as outlined in the Tender documents and shall in any event be deemed to have done so before submitting its Tender.

4.1.2. The Tenderer will be deemed for all purposes connected with the Tender documents to have carried out all research, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Service (in the context of and as described in the Specification) and the extent of the personnel, equipment, assets, plant and machinery which may be required and any other matter which may affect its Tender.

4.2. Costs and expenses

4.2.1. All costs, expenses and liabilities incurred by the Tenderer in connection with preparation and submission of the Tender will be borne by the Tenderer.

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

4.3. Further information and enquiries

4.3.1. At any time before noon on 21st June 2013 the Tenderer may write to the City Council requesting any information or raising any query in connection with the Tender documents, the procedure leading to award of Contract or any other matter relating to the Service or this procurement. Any such communication must be in writing clearly marked for the attention of **Samantha Woolvett** by e-mail to swoolvett@westminster.gov.uk

4.3.2. Tenderers shall not be entitled to rely on any statements or information provided by any person other than Samantha Woolvett or any person authorised by her and notified in writing to Tenderers and accordingly the City Council shall not be bound by nor have any liability for any statement made or information given by any such other person nor for any losses, costs, expenses or damages suffered or incurred by a Tenderer as a consequence of it relying on any statement made or information given by any such other person.

4.3.3. Questions will be answered in a single document that will be circulated in anonymised form to all Tenderers. Should a Tenderer wish to avoid such disclosure (for example, on the basis that the request or response contains commercially confidential information or may give another Tenderer a commercial advantage) the request must be clearly marked **"In confidence – not to be circulated to other Tenderers"** and the Tenderer must set out the reason(s) for the request for non-disclosure to other Tenderers. The City Council will consider any such request for non-disclosure on its merits, and in particular whether any regulations or considerations of probity require it to be denied. Where the City Council decides that the question or request, and its response, cannot be withheld from circulation, the Tenderer will have the opportunity to withdraw the question or request, or otherwise to re-present it in a different format.

4.3.4. The City Council reserves the right to require Tenderers to attend post Tender clarification meetings with the City Council on 9th and 10th July 2013 (or on such other date or dates as the City Council may specify) to clarify and/or validate any

aspects of their submitted Tenders. These clarification meetings shall form part of the evaluation process in that they will allow the City Council to receive clarification and/or validation of certain aspects of the Tenders (see paragraph 9 for details of the City Council's approach to evaluation of Tenders generally) but will not be scored individually and no material in addition to that contained in the Tenders will be taken into account in the final evaluation.

4.3.5. Tenders must be capable of acceptance in their own right and negotiation is not permitted.

4.4. Data and payment model session

4.4.1. A session with the City Council, at which the Payment by Results model, data collection requirements and plans for the interim and final evaluations of the service will be set out to Tenderers, has been arranged for 19th June 2013 at 3.00-4.30pm at Westminster City Hall, 64 Victoria Street, London SW1E 6QP.

4.4.2. Tenderers are invited to attend the session, but the number of attendees from each Tenderer (including consortia) is restricted to two. Tenderers must confirm their attendance by email to swolvett@westminster.gov.uk by 14th June 2013.

5. **RESPONSE DOCUMENT AND THE TENDER**

5.1. With these Instructions to Tenderers the Tenderer is provided with a Response Document for completion and return as part of its Tender. The Response Document comprises the following documents:

- 5.1.1. Form of Tender
- 5.1.2. Parent Company Guarantee Undertaking
- 5.1.3. Tenderer's Response to Award Criteria
- 5.1.4. Compliance Table.

5.2. **Form of Tender**

The Form of Tender must be signed:

- 5.2.1. Where the Tenderer is a partnership, by two duly authorised partners;
- 5.2.2. Where the Tenderer is a company, by two directors or by a director and the secretary of the company, such persons being duly authorised for the purpose;
- 5.2.3. Where the Tenderer is an individual by that individual;
- 5.2.4. Where the Tenderer is a trust by two duly authorised persons.
- 5.2.5. Where the Tenderer is a consortium as set out in paragraphs 13.3 and 13.4 below, by each member of the consortium with the lead member, where there is one, clearly identified.

The Tenderer shall produce forthwith upon request by the City Council documentary evidence of any authorisation referred to in paragraphs 5.2.1, 5.2.2 and 5.2.4 above.

5.3. **Parent Company Guarantee Undertaking**

If the Tenderer is a subsidiary company the Parent Company Guarantee Undertaking must be duly executed by the Tenderer's ultimate holding company.

5.4. Tenderer's Response to Award Criteria

By the deadline for receipt of Tenders identified in paragraph 1.7 above, the Tenderer shall submit as part of its completed Response Document responses in writing to all sections of 'Tenderers Response to Award Criteria'.

5.5. Compliance Table

Tenderers must fully complete the Compliance Table, entering the words 'Yes' or 'No' in the appropriate boxes and signing and dating this table.

5.6. Generally

5.6.1. The Tenderer shall include in its Tender details of all information or assumptions that it has taken into account in relation to the submission of its Tender which must in any event be in accordance with the requirements, conditions and stipulations of these Instructions to Tenderers.

5.6.2. In addition, the Tenderer shall give further written or verbal details and information as may reasonably be requested by the City Council.

5.6.3. Tenderers are required to complete all sections of the Response Document.

5.7. Conditions of Contract

5.7.1. Included as part of the Tender documents is the form of Contract to be entered into between the City Council and the successful Tenderer. Certain principal Conditions of Contract are outlined below. The City Council reserves the right to make amendments to the text of the form of Contract during the tendering process.

5.7.2. The principal Conditions of Contract are as follows:

5.7.2.1. The Contract Period will be for two years from the Commencement Date. The City Council shall be entitled at its absolute discretion to extend the Contract Period for periods up to an aggregate of a further twenty-four months.

5.7.2.2. The Provider shall provide the Service to the City Council during the Contract Period.

5.7.2.3. Payment for the Services shall be in accordance with the Payment Model.

5.7.2.4. The City Council in certain circumstances may vary the Contract. Such a variation may have an impact on the Payment Model.

5.7.2.5. The Provider shall maintain specified minimum levels of insurance.

5.7.2.6. The City Council may terminate the Contract on the occurrence of defined events of default by the Provider.

5.7.3. Mark ups of the Conditions of Contract are not invited and accordingly if any Tenderer does submit any mark-ups or includes in its Tender any statements which indicate that the Tenderer does not accept any or all of the terms of the Conditions of Contract the City Council may reject that Tender.

6. RETURN OF TENDERS

- 6.1. **Four** copies of the Response Document, together with one electronic copy on a CD or USB data stick, must be duly completed and returned with all accompanying documentation in an envelope using the label supplied and addressed to the Strategic Procurement Department, Westminster City Hall, 64 Victoria Street, London SW1E 6QP by no later than noon on **2nd July 2013**.
- 6.2. It is the Tenderer's sole responsibility to obtain a receipt bearing the date, time of delivery and the Tender envelope reference for any Tender delivered by hand.
- 6.3. Any Tender or any accompanying documentation submitted after the date and time specified in paragraph 6.1 may not be considered.
- 6.4. The Tender must be sealed in an envelope with the label provided by the City Council affixed to it. Any such envelope shall not bear any name or mark by which the Tenderer can be identified including any name or mark appearing on the envelope by virtue of the method of delivery, such as Post Office Recorded Delivery or courier.
- 6.5. All Forms of Tender must remain valid and open for acceptance by the City Council for a period of 6 months from the date referred to in paragraph 6.1.

7. REJECTION OF TENDERS

- 7.1. The City Council reserves the right to reject any Tender submitted by a Tenderer in respect of which the Tenderer:
- 7.1.1. enters into any agreement with any other person that such other person shall refrain from submitting a Tender or shall limit or restrict the prices to be shown by any other tenderer in its Tender; and/or
 - 7.1.2. offers or agrees to pay or give or does 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 any act or omission; and/or
 - 7.1.3. in connection with the award of the Contract commits an offence under the Bribery Act 2010 or gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972; and/or
 - 7.1.4. or any employee or agent of its has in relation to this procurement committed any act which is an offence under the Enterprise Act 2002; and/or
 - 7.1.5. has directly or indirectly canvassed any member or official of the City Council concerning award of the Contract or who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other tenderer or Tender submitted by any other tenderer; and/or
 - 7.1.6. has done anything improper to influence the City Council during the Tender period; and/or
 - 7.1.7. has put any name or mark on the envelope in which the Tender is contained identifying the tenderer; and/or
 - 7.1.8. has failed to submit their Tender in the English language; and/or
 - 7.1.9. has failed to return the Response Document fully completed and signed or any accompanying documents.

- 7.2. The City Council also reserves the right to reject a Tender:
- 7.2.1. from a Tenderer if another Tenderer has to the knowledge of the first named Tenderer named that first named Tenderer as a sub-contractor;
 - 7.2.2. from a Tenderer if that Tenderer has named as sub-contractor another person who to the knowledge of the first named Tenderer has submitted or intends to submit a Tender;
 - 7.2.3. from a group company of another Tenderer;
 - 7.2.4. from a person who is a member of a partnership or consortium which has submitted or intends to submit a Tender; or
 - 7.2.5. from a Tenderer where the City Council believes that there has been any form of co-operation or collusion with another Tenderer.
- 7.3. For the avoidance of doubt rejection of a Tender in accordance with paragraphs 7.1 and 7.2 or the non-consideration of a Tender in accordance with paragraph 8 shall be without prejudice to any other civil remedies available to the City Council or any criminal liability that such conduct by a tenderer may attract.

8. NON CONSIDERATION OF TENDER

The City Council may in its absolute discretion refrain from considering any Tender if:

- 8.1. it is not in accordance with these Instructions to Tenderers and all other instructions issued by the City Council during the Tender period and/or
- 8.2. the Tenderer does not submit a Tender for the provision of the whole of the Service.

9. TENDER EVALUATION AND AWARD PROCEDURE

- 9.1. Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 in Appendix 1. The City Council reserves the right to reject without further discussion any Tender which does not meet the compliance standards.
- 9.2. The City Council intends to award the Contract on the basis of the Tender that represents the most advantageous offer to the City Council. Tenders shall be evaluated in accordance with the evaluation methodology set out in Appendix 1.

9.3. Criteria for Award

Tenderers must complete the 'Tenderers Response to Award Criteria' in the Response Document. As set out in Appendix 1 the following main criteria is weighted:

- 9.3.1. Quality – 100%
- 9.4. The award criteria (including any sub-criteria), weightings (including any sub-weightings), and detailed scoring mechanism for both price and quality are set out in full in Appendix 1 to these Instructions to Tenderers.
 - 9.5. The City Council shall not be bound to award the Contract to any Tenderer .
 - 9.6. The City Council reserves to itself the right in its absolute discretion:
 - 9.6.1. to award the Contract to any Tenderer;
 - 9.6.2. to award a Tenderer either the whole of the Contract or part thereof;
 - 9.6.3. not to award the Contract to any of the Tenderers or at all.

- 9.7. The City Council reserves the right to invite Tenderers to submit second or subsequent round Tenders.

10. ACCEPTANCE OF TENDER

- 10.1. Any acceptance by the City Council of a Tender shall be notified to the successful Tenderer in writing by the City Council's in house or external solicitors (the "Acceptance Letter"). Until the execution of the formal Contract referred to in paragraph 11.1 below, a successful Tender (including any agreed amendments in writing), together with the City Council's Acceptance Letter, shall form a binding agreement between the City Council and the successful Tenderer on the terms set out in the Contract Documents.
- 10.2. The successful Tenderer will be required to commence the provision of the Service on 1st October 2013 (or such other date to be advised) being the Commencement Date, with a one month Induction and Transition Period in September 2013.

11. THE CONTRACT

- 11.1. The successful Tenderer will be required to execute a formal Contract which embodies the terms of all the Tender documents. The Contract will be executed as a deed as directed by the Head of Legal and Democratic Services.
- 11.2. The successful Tenderer will be required to execute the Contract promptly and shall not commence the provision of the Services nor be entitled to any remuneration whatsoever until it has done so unless otherwise expressly agreed at its discretion by the City Council.
- 11.3. The successful Tenderer shall be liable for any loss or damage incurred by the City Council if the Services cannot commence on the Commencement Date as a result of the successful Tenderer's failure to execute the Contract properly.

12. CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 12.1. The Tender documents and all other documentation issued by the City Council relating to the Contract shall be treated by the Tenderer as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the City Council save where such information has been disclosed for the purposes of obtaining quotations from proposed insurers and/or sub-contractors and other information required to be submitted with the Tender.
- 12.2. As between the City Council and the Tenderers the copyright in all the documents that constitute the Contract shall vest in the City Council and all such documents and all copies thereof are and shall remain the property of the City Council and must be returned to the City Council upon demand.
- 12.3. The City Council may disclose detailed information relating to any Tender to the City Council's members, directors, officers, employees, agents or advisers and they may make the Tender documents available for private inspection by the City Council's members, directors, officers, employees, agents or advisers.

13. SUB-CONTRACTING AND CONSORTIA

Tenderers must be able to satisfy the City Council as to their ability to perform the Service in accordance with the Contract. Nevertheless the City Council will consider proposals from the Tenderer for part of the Service to be performed by sub-contractors provided that:

- 13.1. the proposed part of the Service and the sub-contractors are approved by the City Council which may include the prior approval of the terms of the sub-contractor's appointment or contractual arrangements to be entered into between the Tenderer and any such sub-contractor; and
- 13.2. upon request by the City Council, the Tenderer procures a collateral warranty (in a form approved by the City Council) from the proposed sub-contractors to the City Council in respect of the performance of the relevant part of the Service.
- 13.3. In relation to consortia bids the City Council will only contract with a legal entity. Therefore bids submitted by a consortium must either evidence the basis of the legal entity established as between the consortium members or Tenderers may specify one member of the consortium as the lead in submitting the Tender. In such circumstances all information requested shall be provided in relation to the proposed consortium leader. Relevant information should also be provided in relation to consortium members who will play a significant role in delivery of the services. Consortia responses must enable the City Council to fully evaluate the overall Service provided.
- 13.4. In the event of a successful Tender by a consortium with a lead member approach the City Council may enter into a contract with the lead member and the remaining members of the consortium will be sub-contractors and paragraphs 13.1 and 13.2 shall apply,

Tenderers should also refer to the Conditions of Contract as they relate to sub-contracting.

14. **TUPE**

- 14.1. The City Council considers that TUPE is likely to apply for the custody referral element of the service (unless there is a legal reason for it not to apply) in respect of employees currently engaged in the provision of Drug Interventions Programme Services. Nevertheless, Tenderers shall seek independent professional advice on the effect of the TUPE Regulations (including any subsequent amendments to the TUPE Regulations) on their Tenders and the Contract. The City Council gives no assurances, warranties or assumptions as to the effect of TUPE on the Contract or otherwise.
- 14.2. The successful Tenderer shall be deemed to have satisfied itself as to the applicability of TUPE and shall indemnify the City Council for any claims made by an aggrieved employee in connection with TUPE or otherwise and shall not itself bring proceedings against the City Council in connection with TUPE.
- 14.3. If TUPE is deemed to apply, the successful Tenderer will be expected to comply with the consultation requirements in the TUPE Regulations.
- 14.4. Any meetings with third party employees during the Tender period must be arranged through the City Council. Tenderers shall not approach such employees or their representatives directly.
- 14.5. Tenderers may apply to Samantha Woolvett at the contact details above for relevant information in respect of the incumbent contractor staff who maybe affected by TUPE ("the Workforce Information") Tenders shall treat the Workforce Information as strictly confidential.
- 14.6. The Workforce Information has been obtained from the Contractors presently undertaking the Services. Whilst the City Council has obtained and collated this information in good faith, the City Council gives no guarantee, warranty or assurance as to the accuracy of this information and cannot be held responsible for errors or omissions in it. It remains Tenderers' responsibility to ensure that their Tender takes full account of all the relevant circumstances.

- 14.7. The City Council does not envisage that any current City Council employees will transfer under TUPE at the outset of the new Contract.
- 14.8. Tenderers should also note that the successful Tenderer will, at the end of its Contract with the City Council, itself be required to supply details of its workforce engaged on the Services (and that of any relevant sub-contractors and any such information as the City Council reasonably requires) so that this information can be passed to tenderers bidding for any subsequent re-tendering of the Services. Tenderers are referred to the Conditions of Contract for further details.

15. **FREEDOM OF INFORMATION ACT 2000**

- 15.1. The Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") make provision for the disclosure of information held by public authorities or by persons providing services for them. The Legislation provides that anyone can ask the City Council for any information and, unless an exemption applies, the information must be supplied. This means that all the information that a Tenderer provides to the City Council under this tendering process will be subject to the FOIA/EIR disclosure provisions.
- 15.2. If a Tenderer believes that any of the information contained in its Tender, or otherwise supplied to the City Council as part of this tendering process, is either confidential, commercially sensitive or constitutes a trade secret it should make a statement to that effect in a schedule to its Tender (marked "FOIA/EIR Schedule"), with a brief description of each item of information affected and the reason why it has included that information in the schedule. It is the Tenderer's responsibility to keep this schedule updated as the tendering process progresses, for example where further information is elicited from Tenderers through clarification questions.
- 15.3. Tenderers should appreciate that the simple marking of information with words such as "commercial in confidence" only has the effect of identifying to the City Council that an exemption could potentially apply under the FOIA/EIR. The issue will not simply be whether information is marked as confidential but whether, for example, a duty of confidence in fact applies in law to that piece of information or whether release "would be likely to prejudice" your company's interests.
- 15.4. Tenderers are advised to read the Code of Practice issued by the Department for Constitutional Affairs under Section 45 of the FOIA, which gives guidance to public authorities on the handling of requests for information the disclosure of which may affect the interests of third parties. The code can be accessed on the internet at:
- <http://www.dca.gov.uk/foi.codesprac.htm>*
- 15.5. If the City Council receives a request under the FOIA/EIR which involves information listed in the FOIA/EIR Schedule in your Tender, then the City Council will use its reasonable endeavours to consult you prior to making a final determination as to how to deal with the request. However, the City Council has a very limited time in which to decide whether or not information can be released, so it is imperative that you ensure that the City Council has up-to-date contact details and that the contact is able to respond to a request quickly.
- 15.6. Tenderers should bear in mind that the listing by them of information in an FOIA/EIR Schedule cannot provide an automatic guarantee that the City Council will not disclose such information (or the fact that it holds it) since the City Council cannot fetter the application of the FOIA/EIR.

16. TENDERER'S WARRANTIES

In submitting a Tender the Tenderer warrants, represents and undertakes to the City Council that:

- 16.1. it has not done any of the acts or matters referred to in paragraph 7 above and has complied in all respects with these Instructions to Tenderers;
- 16.2. all information, representations and other matters of fact communicated (whether in writing or otherwise) to the City Council by the Tenderer or its staff in connection with or arising out of the Tender are at the date the Tender is submitted true, complete and accurate in all respect and that it will promptly notify the City Council in writing of any changes which affect such information, representations or matters of fact;
- 16.3. it has carried out its own investigations and research, has satisfied itself in respect of all matters relating to the Tender documents and that it has not submitted the Tender and has not entered into the Contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the City Council;
- 16.4. it has full power and authority to enter into the Contract and carry out the Service and will if requested produce evidence of such to the City Council;
- 16.5. it is of sound financial standing and the Tenderer and its directors, officers and employees are not aware of any circumstances (other than such circumstances that may be disclosed in the audited accounts or other financial statements of the Tenderer) submitted to the City Council that may adversely affect such financial standing in the future; and
- 16.6. it has, and has made arrangements to ensure that it will continue to have, sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the Service in accordance with the Contract and for the Contract Period.

17. ANNOUNCEMENTS

The City Council reserves the right to publish the amounts of tenders and the name of the successful Tenderer and to publish such other information regarding Tenders as it may be required to publish in accordance with EU or other procurement rules with which the City Council must comply.

DISCLAIMER

Neither the City Council nor its respective financial advisors, legal advisors, or technical advisors, nor the directors, officers, members, partners, employees, other staff, agents or advisors of any such person makes any representation or warranty (expressed or implied) as to the accuracy, reasonableness or completeness of the information provided in this ITT or at any other stage of this tendering exercise leading up to the execution of any contract, nor shall any of them be liable for any loss.

APPENDIX ONE: TENDER EVALUATION AND AWARD CRITERIA

The City Council will award the Contract to the most advantageous Tender based on quality. This section is provided in the interests of transparency and fair competition and sets out and explains how that evaluation will be carried out.

1. Stage 1 – Compliance

Each Tender must achieve a minimum level of acceptability as defined by the compliance standards set out in Table 1 below. The City Council reserves the right to reject without further discussion any Tender which does not meet the compliance standards.

Table 1

Compliance Standard	Rationale
Compliant and bona fide Tender	Each Tender shall be checked to ensure that there is no material breach of ITT conditions; that the Tender is complete; that there is no collusion or corruption or anti-competitive behaviour; and that all required information is provided.
Legal Acceptability	Each Tender shall be checked to ensure that there is no legal impediment to the City Council entering a contract with the successful Tenderer in the City Council's form.
Complete Tender	Each Tender shall be assessed as to whether the Tenderer has confirmed that it is able to provide the Service as detailed within the Specification.

2. Stage 2 - Award Criteria

2.1 Quality: 100%

- 2.1.1 Quality will be assessed on the basis of a Tenderer's written submissions in the Response Document to the award criteria as set out below in Table 3. Each Tender will be scored initially by individual members of the evaluation team against each of the evaluation areas set out below in Table 3. The information

will not be shared at this stage. Each award criteria has a sub-weighting to ensure that its relative importance is reflected in the overall scores.

- 2.1.2 The scoring table is set out in Table 2 below. Each response to the award criteria will be marked out of a possible score of 5. The scoring will be based on the general principles and descriptions shown in Table 2 below. Tenderers should note that a Tender must score 3 or above for each of the criteria otherwise it may be rejected.

Table 2

Standard	Criteria	Score
Outstanding	Outstanding, exceeds expectations, adds value, full confidence	5
Good	Good, full and robust response, gives confidence	4
Satisfactory	Achieves the City Council's minimum requirements	3
Poor	Fails to meet the minimum standard, some major concerns	2
Unacceptable	Insufficient information provided / unsatisfactory.	1
Non-compliant	Failed to provide the required information.	0

Table 3 – Award Criteria

Question Number	Specification Reference	Tender questions	Weighting
1. Staff structure			Total: 19%
1.1 Team Structure	Specification Reference: 4 and 5.	Provide your team structure, for the custody referral and short sentenced prisoner key worker elements of the service, including how you will interface with any subcontractor/ consortia member/partner organisations (if applicable) detailing the key roles, responsibilities and reporting lines. A team structure chart based on minimum staffing levels should be	4%

		provided to support this response.	
1.2 Staff skillset	Specification Reference: 4 and 5.	Provide details of what you envisage the key skills to be for the custody referral staff and short sentenced prisoner key worker staff.	4%
1.3 Recruiting and Interviewing	Specification Reference; 4 and 5	The Tenderer's proposals for demonstrating that they have robust methods for recruiting and interviewing staff for the custody referral and short sentenced prisoner elements of the service, ensuring that they meet the City Council's requirements in the Specification.	3%
1.4 Recruitment plan	Specification Reference; 5	The Tenderer's proposal for how the staffing structure for the short sentenced prisoner key worker element of the service will be expanded from the minimum staffing levels, as the cohort size increases, in order to maintain adequate staff to client ratios	5%
1.5 Retention of staff	Specification Reference: 5.2.3.	Explain how you will maintain staff levels for the custody referral and short sentence prisoner elements of the service, to ensure continuity of staff.	3%
2. Implementation			Total: 15%
2.1 Implementation Plan	Specification Reference : 6	Implementation - The Tenderer's Implementation Plan for the period of 1 st September 2013 – 31 st October 2013 for providing the services based on a Commencement date of 1 st October 2013. The response should include the Tenderer's plans for the one month Induction/Transition period in September 2013 and the first month of Commencement in October 2013. The response should be in the form of a Gantt chart and accompanied by a narrative which identifies key risks and contingency arrangements to address them and	15%

		includes without limitation proposals for induction and handover, key activities required to put the provision into place, key milestones and timescales for activities (including start and end dates), the critical path and interdependencies.	
3. Service delivery			Total: 40%
3.1 Custody referral provision	Specification Reference: 4.2	Quality of Provision for Custody Referral - The Tenderer's proposal for how it will deliver the custody referral element of the service across the Tri-borough, meeting all the key design principals and requirements detailed in paragraph 4 of the service specification, including an outline of how the service will be structured and delivered within the resources available	12%
3.2 Custody Referral Assessments	Specification Reference: 4.2.	Custody Referral Assessments – The Tenderer's proposals for how it will carry out the custody referral assessments, meeting all the key design principals and requirements detailed in paragraphs 4.2 of the Specification including without limitation how the Tenderer will ensure high levels of voluntary assessments are conducted in police station custody	4%
3.3 Increase assessments	Specification Reference: 4.2.3 and 4.2.6 and 4.2.7.	The Tenderer's proposals for how it will increase the volume of Tri-borough assessments for all drug misuse and how screening will be expanded for learning difficulties/disabilities and mental health	3%
3.4 SSP key worker provision	Specification Reference: 5.2	Quality of Provision for Short Sentenced Prisoners – The Tenderer's proposals for how it will deliver the short sentenced prisoner element of the service across the Tri-borough, meeting all the key service principles and requirements detailed in paragraph 5.2 of the Specification, including the interventions the Tenderer will deliver, why the	15%

		approach has been taken and the tenderers rationale for the approach.	
3.5 Identification	Specification Reference: 2.4.	Offender Identification – The Tenderer’s proposals for how it will identify offenders for inclusion in the SSP service.	3%
3.6 Enforcement	Specification Reference: 9	Engagement and Enforcement – The Tenderer’s proposal for how it will work with SSPs who fail to engage with the Service or continue to offend. The response should include proposals for how The Tenderer will work with the Metropolitan Police Service and other enforcement agencies to support any enforcement action.	3%
4. Partnership working			Total: 10%
4.1 Partnership building	Specification Reference: 8, 9 and 13.	Partnership Working – The Tenderer’s proposal for how it will maintain and grow local partnership relationships, including criminal justice agencies and other support services including local authorities and voluntary sector without limitation, how the tenderer will overcome any barriers to partnership working when delivering the services.	2%
4.2 Personalised Commissioning Fund	Specification Reference : 10	Personalised Commissioning Fund for SSPs – Based on the customer journey map of a sample Tri-borough short sentenced prisoner [Appendix 3], the Tenderer’s response to how they will process the individual through their service offer. The description should include how the Provider will: <ul style="list-style-type: none"> • Identify the offenders’ needs • Identify mainstream services and support access to these services • Address gaps in services and 	8%

		identify new services/activities for funding through the Personalised Commissioning Fund.	
5. Managing behavioural issues and risk			Total: 5%
5.1 Behavioural issues and managing risks	Specification: 14	Managing Behavioural Issues – The Tenderer’s proposals on how it will manage behavioural issues presented by the service users and how it will ensure that service users’ safety as well as that of staff is managed. Please state the policies and procedures you have in place with regards to managing risk issues presented by the clients. .	5%
6. Payment and evaluation			Total: 5%
6.1 Data collection	Specification Reference: 11 and 12 and Specification Appendices 1 and 2	Data Collection – The Tenderers proposal for the case management system it will use including; how the tenderer will collect and collate data at the commissioners’ request in order to meet the payment triggers and support the programme evaluation and how the tenderer will ensure the quality of the data.	5%
7. Reducing Reoffending			Total: 5%
7.1 Reducing Reoffending Targets	Specification Reference: 15 and 16.	The Tenderers proposals on how they will meet and improve on, the targets laid out in the payment model so there is the greatest impact on reducing reoffending outcomes.	5%

- 2.1.3 Following the clarification process (paragraph 4.3.3 of the Instructions to Tenderers refer), during which meetings will only be held if required, initial scores considered by each evaluator will be discussed by the evaluation panel at a meeting (the ‘Meeting’) and a consensus on scoring for each Tenderer’s responses to the award criteria will be reached.

- 2.1.4 If during the Meeting a Tender is scored 2 or less for a response to any of the award criteria the Tender may not be further considered.
- 2.1.5 For those Tenders which at the Meeting score 3 or above for all responses to the award criteria the evaluation will proceed.
- 2.1.6 Each score for a response to an award criterion will be multiplied by the relevant sub-weighting to arrive at a weighted score. Weighted scores will be added together. The maximum weighted score available is 500 points, so that a Tender achieving this score will be awarded the full 100% weighting for Quality. A Tender achieving a total weighted score of 250 points will be awarded 50 % for Quality and so on.
- 2.1.7 The most advantageous Tender in terms of quality will be that awarded the highest percentage weighting.