

**Regulated Below Threshold Tender**

Invitation to Tender for

OUT OF COURT RESOLUTION PATHWAY

**CONTRACT REFERENCE: CCM/0946**

**AS PUBLISHED IN THE RELEVANT UK FIND A TENDER CONTRACT NOTICE**

**Document 1 – Instructions for Bidders**

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# Instructions for submitting a Tender Response

## The Contracting Authority is seeking to award a Contract for the provision of an out of court resolution pathway, as detailed in the Invitation To Tender (ITT) Statement of Requirements (Document 2).

Contained within the ITT pack are the following documents:

* Document 1 – ITT Instructions for Bidders
* Document 2 – ITT Statement of Requirements
* Document 3 – ITT Response to Tender
* Document 4 – ITT Pricing Schedule
* Document 5 – Contract Schedule

## This procurement is being managed under Part 6 of the Procurement Act (below-threshold contracts) and Section 9 (Light touch contracts). It is essential to observe and comply with the following instructions in the preparation and submission of your Tender Response.

**The Contracting Authority reserves the right to reject any Tender Response that does not fully comply with these instructions.**

## All Tender Responses must be submitted through the Contracting Authority’s e-tendering portal https://sell2.in-tend.co.uk/blpd/home.

### For the avoidance of doubt, Tender Responses made by any other method will not be accepted. Failure to submit all completed documents by the Deadline for Tender Responses through the e-tendering portal may result in the submission being rejected.

### Tender Responses will only be considered submitted when the Bidder has pressed the ‘submit return’ button. We recommend keeping a copy of the Return Receipt as evidence of submission.

### All correspondence in relation to this Invitation to Tender will be sent electronically via the e-tendering portal. Further instructions on how to use the tender exchange facility are given on the site.

### In the event of any issues with the portal at any time before, during or after submission, you must contact the portal’s technical support team at support@in-tend.co.uk or 0845 557 8607.

### You are recommended to upload your Tender Response in sufficient time for it to reach the server prior to the Deadline. The server automatically time/date stamps all tender submissions. You should bear in mind that depending on the file size of your documents, they may take time to transfer and upload; therefore, you are recommended to commence the upload at least 24 hours prior to the Deadline. This will also ensure that if you experience any technical difficulties, you are able to contact the procurement lead concerned in sufficient time to resolve and facilitate your submission prior to the Deadline.

## The following documents for ITT responses must be submitted by the deadline date:

* Document 3 – ITT Response to Tender
* Document 4 – ITT Pricing Schedule

## The Tender Response must be completed in English.

## Bidders may choose to complete and provide their core Supplier Information using the CDP. Bidders must share this information (prior to the submission deadline) via the CDP to the e-Tendering Portal by a) Providing a share code or b) Downloading a copy of the Supplier Information and attaching it as a document as part of the submission.

### This is not mandatory, however if Bidders choose to do this, the information provided must be complete and up to date.

### Bidders who don’t provide their information using the CDP must complete the relevant sections of the Response to Tender. Failure to provide all required information - complete and up to date - using either the CDP or the Response to Tender document - will result in your bid being excluded.

## Where any information supplied as part of the Tender Response becomes inaccurate or significantly changes before or after the submission of this ITT, the Bidder must notify the Contracting Authority as soon as possible, together with a full explanation of the changes and reasons for the changes. The Contracting Authority may decide that the Bidder should not participate further in this procurement exercise as a result of any such change in information.

## Bidders must complete and submit all tender information in the format that it has been supplied (such as Word, PDF and Excel) without changing, locking or restructuring any of the questions or the Schedule of Rates. **Bidders should note that recreating these questions in their corporate format could result in an error or omission, which may result in elimination from the process due to an incomplete Tender Response.**

## Please note that additional documentation, links or references to websites must not be submitted unless specifically requested. Such unrequested documents will be disregarded. Where any specific documentation is required, it will be clearly stated within this document and must be clearly referenced in your response. **Failure to reference additional documentation clearly may result in the information being disregarded**.

## The Bidder must submit details of any Sub-contractor(s) it intends to use to deliver the Contract, and the supplies or services that each will provide.

## In the case of Joint Ventures or Partnerships, full details of the proposed agreements shall be provided with the Tender Response. If identified as the Highest-Scoring Bidder, a statement from both or all parties on their joint and severable liability will be required.

### If requested to do so, Bidders must be willing to provide a Parent Company Guarantee or other such deed of guarantee as considered appropriate by the Contracting Authority.

## The Bidder shall be responsible for ensuring that their Tender Response is complete, clear and unambiguous. The Contracting Authority shall be under no obligation to seek clarification from a Bidder after the submission of a Tender Response and may, if appropriate, mark down or exclude a Bidder from further consideration if the Tender Response is ambiguous or lacks clarity.

# Person(s) Responsible for the Procurement

## All contact with the named individual(s) in relation to this procurement process should be made through the e-tendering portal.

## The lead for this procurement process is Amy Johnson.

# Timetable

## At the time of publication, the timetable for this procurement process is as detailed below; however, the Contracting Authority reserves the right to amend the timetable at any time.

|  |  |
| --- | --- |
| Document/Event | Date |
| Publication of Tender Notice and ITT documentation | 13th May 2025 |
| Deadline for receipt of ITT Clarifications via the Portal | 23rd May 2025 |
| **Deadline for receipt of Tender Responses via the Portal** | 10th June 2025 |
| Evaluation of Tender Responses | WC 16th June 2025  |
| Contract Award | 25th June 2025 |
| Commencement date of Contract |  1st July 2025 |

# Procurement Process Conditions

## The Contracting Authority reserves the right:

1. not to enter into an agreement/contract pursuant to the Procurement process with any Bidder or at all;
2. at any time to vary, add to, delete, withdraw from, suspend or terminate the Procurement process, any part of the Procurement process and/or;
3. to change the date of any event occurring on or forming part of the Procurement process;
4. return to and recommence an earlier stage in the Procurement process;
5. award the Contract in whole or in part.

## The Contracting Authority may in its absolute discretion exclude any Bidder from further involvement in the Procurement process that:

1. Is subject to one or more of the grounds for mandatory exclusions or grounds for discretionary exclusions, as set out in Schedules 6 and 7 of the Procurement Act.
2. Fails to comply with any instruction, condition or requirement in the ITT or breaches procedural requirements in the Procurement process.
3. Is guilty of a material misrepresentation in supplying any information requested in these documents or otherwise in connection with the Procurement process.
4. Commits a breach of any undertakings in its response.
5. If the Bidder (or any holding company of the Bidder) goes into receivership, administration or liquidation (other than on a bona fide restructuring of its business), becomes insolvent or enters into any composition, scheme or arrangement with its creditors or ceases or threatens to cease to carry on its business or does or threatens to do any similar or analogous act in any jurisdiction.
6. If the Bidder (or a subcontractor to who the Bidder intends to sub-contract of all or part of the Contract) is not a UK or treaty state supplier.
7. Directly or indirectly canvasses any member or representative of the Contracting Authority or any of the organisations involved in this process concerning the award of the Contract or any other Tender.
8. Submits what the Contracting Authority consider to be an abnormally low-priced tender (in relation to performing the requirements of the Contract) and is unable to satisfactorily demonstrate their ability to perform the Contract for the sum tendered.
9. Is found to have colluded with other Bidders, or any party in relation to this procurement process, in order to fix or adjust Tender rates / pricing.
10. There is a conflict of interest that puts a Bidder at an unfair advantage that cannot otherwise be avoided, or the Bidder refuses to take steps to avoid it.
11. There is evidence of corruption or collusion between Bidders or between Bidders and Contracting Authorities.

## The Contracting Authority shall not be liable for any costs, fees or expenses (including those of its advisors) incurred by the Bidder in respect of participation in the Procurement process.

## Each Bidder is responsible for ensuring that it is fully aware of all relevant statutory, regulatory and other requirements, guidance and codes of practice concerning or relevant to the specification / Statement of Requirements.

## Bidders shall not communicate, other than to the Person Responsible for the Procurement as identified in section 2, the financial details of the bid submission to anyone outside of the Bidders’ organisation, save that such details may be shared with the Bidders’ legal or insurance advisors provided that they are informed of the confidential nature of the information before it is shared.

## By submitting a Tender Response, Bidders are assumed to accept, in full, the Contract Terms and Conditions (contained in Document 5 – Contract Schedule) and to be fully compliant with all requirements of this Procurement process. Any non-compliant submissions will be excluded. The Contracting Authority will not enter into discussions on any of the Terms and Conditions or requirements for this ITT outside of this process, other than as provided for in Section 7 (Queries About the Procurement) and is under no obligation to accept any proposed changes.

## Prices submitted in the pricing schedule shall remain open for acceptance for a period of no less than 90 days.

## The final Contract will be let under English Law and subject to the jurisdiction of the courts of England and Wales.

# Transparency

## Following the publication of the statutory Instrument 2012 – Amendment 2479 [The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012 (legislation.gov.uk)](https://www.legislation.gov.uk/uksi/2012/2479/made), all Police Forces of England and Wales have an obligation to make publicly available a copy of each contract with a value exceeding £10,000 to which (i) the elected local policing body, or (ii) the chief officer of the police force maintained by the body, is or is to be a party.

## The Contracting Authority acts on behalf of Police Forces in England and Wales and therefore Bidders should be aware that Statutory Instrument 2012 – Amendment 2479 applies to this procurement and any contracts entered into as a result of this procurement.

## As part of the transparency agenda, the Government has made the following commitments with regard to procurement and contracting:

* All new contracts over the value of £10,000 to be published in full online.
* All items of spending over £500 per month to be published online.

## To meet this requirement the Contracting Authority intends to publish all contracts of a value exceeding £10,000 on the e-Tendering portal.

## In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and/or for the protection of national security. The full list of criteria for which redactions may be permitted are as follows:

* Exemptions (absolute or qualified) provided for by the Freedom of Information Act 2000 in regard to the disclosure of information.
* Exemptions provided for in the Procurement Act 2023, Procurement Regulations 2024 and as updated and / or amended by any future legislation made under the Procurement Act.
* UK General Data Protection Legislation: (i) all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy; and (ii) (to the extent that it may be applicable) the EU GDPR). The UK GDPR and EU GDPR are defined in section 3 of the Data Protection Act 2018
* Protection of Intellectual Property Rights (IPR)
* Third Party confidential information that cannot be disclosed as a matter of law; information and guidance on understanding exemptions and other FOI matters can be accessed from the Information Commissioner’s Office [www.ico.gov.uk](http://www.ico.gov.uk).

## It is our intention to publish the full version of any contract falling within the requirements of this Statutory Instrument unless you provide a redacted contract when requested to do so on award of the contract to you and where the redactions are permissible as set out above.

# Confidentiality and Freedom of Information

## This Invitation to Tender and associated information is confidential and shall not be disclosed to any third party without the prior written consent of the Contracting Authority. Copyright in this ITT is vested in the Contracting Authority and may not be reproduced, copied or stored on any medium without the Contracting Authority’s prior written consent.

## The Bidder shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Procurement process in any media without the prior written consent of the Contracting Authority.

## Subject to the Contracting Authority’s disclosure policy set out at paragraph The Contracting Authority may disclose the Bidders confidential information to its professional advisers or if it is required to do so: to In making any submission in relation to this ITT and the Procurement process, each Bidder (and each Connected Person) acknowledges and accepts that the information contained therein may be disclosed under FOIA or EIR without consulting the Bidder or following consultation with the Bidder and having considered its views. below, the Contracting Authority shall protect any confidential information provided by the Bidder in its response to the Invitation to Tender to the same standard as the Contracting Authority protects its own confidential information, provided that:

* The information or document is clearly marked as CONFIDENTIAL
* Where applicable, the Bidder has provided a statement of reasons, setting out what harm may result from disclosure and the time period applicable to the sensitivity and the information is:
	+ secret, substantial and identifiable; and
	+ not in the public domain.

## The Contracting Authority may disclose the Bidders confidential information to its professional advisers or if it is required to do so:

* by a court or regulatory body; or
* pursuant to a request under the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR).

## Any information created by or submitted to the Contracting Authority in relation to this ITT and the Procurement process (including any confidential information) may need to be disclosed by the Contracting Authority in response to a Request for Information (as defined in section 8 of FOIA).

## In making any submission in relation to this ITT and the Procurement process, each Bidder (and each Connected Person) acknowledges and accepts that the information contained therein may be disclosed under FOIA or EIR without consulting the Bidder or following consultation with the Bidder and having considered its views.

## The Contract will include provisions dealing with confidentiality and data protection on the terms set out in Schedule 5 of Document 5 – Contract Schedule.

## Bidders should note the Provider will be required to undertake a Data Protection Impact Assessment (“**DPIA**”) prior to commencing the Services and may, if the Contracting Authority deems it appropriate, also be required to sign a Data Processing Agreement that defines how information must be stored, handled, shared and disposed of throughout its life cycle.

# Queries about the Procurement

## Bidders may request clarifications relating to this Procurement via the e-tendering portal. The deadline for the receipt of clarifications is set out in the timetable in Section Timetable of this document. Any other methods of communication will not be accepted or responded to.

## The Contracting Authority will respond to clarifications as soon as practicable. If the response is deemed relevant to other Bidders, it will be made available to them, to ensure equal treatment. Any potential areas of non-compliance should be raised during the clarification period to enable consideration prior to the tender submission deadline.

## It is the responsibility of each Bidder to monitor all clarifications issued by the Contracting Authority. The Contracting Authority accepts no liability for any Bidder’s failure to keep abreast of clarifications issued.

## The Contracting Authority will respond to clarifications as soon as practicable. If the response is deemed relevant to other Bidders, it will be made available to them, to ensure equal treatment. Any potential areas of non-compliance should be raised during the clarification period to enable consideration prior to the tender submission deadline.

# Assessment Process

## Tender Responses will be assessed against the criteria below to determine the Highest Scoring Bidder(s).

|  |  |
| --- | --- |
| Price: | 30% |
| Quality | 60% |
| Social Value | 10% |

## The ITT Technical Response document, Pricing Template and any supplementary information requested will be assessed using the following process:

### **Step 1:** The ITT Response to Tender document (Document 3) (and, if relevant, information provided through the Central Digital Platform) will be checked for completeness. If the Bidder has provided incomplete information, they may be excluded from the process (depending on the nature and volume of missing information). Step 1 will also include a check of the Debarment List. If a Bidder is on the Debarment List, they will be excluded from the Procurement.

### **Step 2:** Gateway Questions (relating to the specification / requirement i.e. technical or quality questions) in the ITT Response to Tender will then be assessed on a Pass/Fail basis. A Pass indicates you stated you are able to comply with all the requirements, a fail indicates you have stated you are unable to meet the requirements and you will be excluded from the process.

### **Step 3:** On successful completion of the previous steps, Quality Questions will then be assessed accordance with the scoring matrix in Section 8.1 ITT Response to Tender Structure. An evaluation panel consisting of staff of the Contracting Authority and Lincolnshire Police will meet and agree a single score for each question response for each organisation.

### **Step 4:** Price will be evaluated on the overall cost for the whole term of the contract period (including any extensions and VAT) and must include all services as detailed in the ITT Statement of Requirements (Document 2). This is to be calculated against only prices submitted by otherwise compliant bids. The lowest overall cost will be awarded full marks available for price and all subsequent bids will receive a proportion of the available marks based on the lowest overall submission.

### **Step 5:** Suitability Questions will be assessed on a Pass/Fail basis alongside the Response to Tender and prior to contract award. The questions and details of the scoring matrix are included in the ITT Response to Tender document (Document 3). Failure to meet any one of the suitability questions will result in your tender being excluded.

### **Step 6:** For all Tender Responses that have passed the Suitability Questions, the total weighted scores from Steps 3 and 4 will be added together to give a total overall score for each Bidder. The first ranked Bidder will be the one that achieves the highest overall score (subject to two decimal places), with the remaining Bidders ranked accordingly.

### **Step 7:** Due diligence will be undertaken on the Highest Scoring Bidder(s) to ensure that any statements made are true prior to any contract award. The Highest Scoring Bidder(s) will be required to submit any supporting evidence to verify any self-certification responses provided, within 5 working days of the initial request (unless otherwise agreed with the Contracting Authority). Failure to do so will result in exclusion from award and the Contracting Authority reserves the right to invite the next highest-ranking Bidder who can demonstrate compliance.

### **Step 8:** The Highest Scoring Bidder(s) will then be awarded the Contract. All Bidders will receive notification via the e-tendering portal of the outcome. Contract Documentation will be drawn up including documentation already published and received and contract signature will be arranged.

## In the event of a tie - where two or more Bidders receive the same total aggregated price and quality score - the following tiebreaker will determine who will be awarded the contract:

The Bidder who achieved the highest score for Quality will be the winning Bidder.

# ITT Response to Tender Structure

## The table below provides an overview of the assessment, award and suitability criteria:

|  |  |
| --- | --- |
| **Assessment Criteria** | **Assessment Criteria** |
| Step 1 – Verification of Submission | Pass/Fail |
| Step 2 – Gateway Questions | Pass/Fail |
| Step 3 – Quality Questions  | **60%** |
| Social Value | **10%** |
| Step 4 – Price | **30%** |
| Step 5 – Suitability Questions | Pass/Fail |
| Financial Capacity | Pass/Fail |
| Insurance | Pass/Fail |
| Data Protection  | Pass/Fail |
|  |  |
|  |  |

## Bidders responses to the technical questions in Step 3 – outlined in the ITT Response to Tender – will be assessed in line with the award criteria and the following methodology:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Interpretation** |
| Excellent | 5 | The response is fully comprehensive and demonstrates a detailed understanding of the requirement(s) and /or addresses the question(s) to an excellent level of quality and/or the response includes comprehensive methodologies and/or excellent evidence. The response exceeds the requirements of the question(s) and identifies factors that will offer potential added value. |
| Good | 4 | The response describes in detail an approach / solution which meets the requirement(s) in full and/or addresses the question(s) to a good level of quality, and/or the response includes good quality methodologies and/or good quality evidence, with no weaknesses or omissions identified. |
| Acceptable | 3 | The response demonstrates an approach/solution which adequately meets requirements(s) in full and/or addresses the question(s) to an acceptable level of quality and/or includes acceptable methodologies and/or evidence. There may be one or more minor identified weaknesses or omissions where the response would have benefited from further detail. |
| MinorReservations | 2 | A response with minor gaps but satisfying a reasonable proportion of the requirement. Minor reservations of the Bidder’s relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services, due to the lack or weakness of supporting information provided. |
| Major Reservations | 1 | A response with major reservations that only satisfies a small part of the requirement. Considerable reservations of the Bidder’s relevant ability, understanding, skills, resource and quality measures required to provide the supplies / services, with little evidence to support the response. |
| Unacceptable | 0 | The question is not answered or does not meet the requirement. Does not comply and/or irrelevant information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with no evidence to support response. |

## Where weightings are to be applied to the individual questions/sub-criteria, each score will be multiplied by the weightings assigned to each question.

|  |  |  |
| --- | --- | --- |
| 1 | Low Risk and/or Low Importance | Example:Bidder A scores 3 for Q1. Q1 has a weighting of 3 assigned to it. The total score Bidder A receives for the question is 9.Score (3) x Weighting (3) = Total Score (9)  |
| 2 | Medium Risk and/or Medium Importance |
| 3 | High Risk and/or High Importance |

# Commonly Used Terms

|  |  |
| --- | --- |
| **Defined Term** | **Meaning** |
| **“Award Criteria”** | Means the criteria set out in this document in section 9 |
| **“Bidder(s)”** | Means any organisation(s) invited by the Contracting Authority to submit a Tender  |
| **“Central Digital Platform”** | Means Find a Tender Service  |
| **“Conditions of Tender”** | Means the terms and conditions set out in this ITT relating to the submission of a Tender Response |
| **“Connected Person”** | Means a legal person within the meaning given in sections 993 and 994, Income Tax Act 2007; and sections 1122 and 1123, Corporation Tax Act 2010  |
| **“Contract”** | Means the form of agreement to be entered into by the Contracting Authority with the preferred Bidder as detailed in Document 5 |
| **“Contracting Authority”** | Means the Police and Crime Commissioner for Lincolnshire  |
| **“Debarment List”** | A list of suppliers who, following investigation, have been debarred from taking part in public procurements due to an exclusion ground |
| **“FOIA”** | Means the Freedom of Information Act 2000 as amended from time to time |
| **“Highest Scoring Bidder(s)”** | Bidders with the highest scores following the Assessment Process |
| **“Invitation**invitation **to Tender” or “ITT”** | Means this Invitation to Tender document and all related documents published by the Contracting Authority and made available to Bidders for this procurement |
| **“Parent Company Guarantee”** | Means a contractual agreement whereby a parent company guarantees the performance of its subsidiary company under the contract with the Contracting Authority |
| **“Portal”** | Means the InTend portal at: <https://sell2.in-tend.co.uk/blpd/home> |
| **“Procurement”** | Means this Below-Threshold procurement process |
| **“Procurement Process Conditions”** | Means the terms and conditions set out in this ITT relating to the submission of a Tender Response |
| **“Procurement Rules”** | Means the Procurement Act 2023  |
| **“Provider”** | Means the supplier which, if successfully appointed, will ultimately enter into the Contract, if awarded, with the Contracting Authority  |
| **“Requirements”** | Means the goods, services, works, supplies and / or any associated specifications, objectives and outputs, as detailed in the ITT Statement of Requirements (Document 2) or other ITT document |
| **“Sub-contractors”** | Means a third party organisation the Bidder intends to form a contract with to deliver all or part of the contract |
| **“Supplier Information”** | Means the information that Bidders may complete on the Central Digital Platform and provide as part of their Tender |
| **“Suitability Questions”** | Minimum requirements Bidders must meet to perform the contract, e.g. legal and financial capacity, technical ability, etc |
| **“Tender Response”** | Means any formal offer submitted by a Bidder in response to this ITT |
| **“Terms and Conditions”** | Means the legal contract between one or more suppliers and one or more contracting authorities in the form of a Contract, Framework, Call Off Contract and including any special terms and conditions particular to the Tender |