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**Invitation to Tender (ITT) for an Equality, Diversity and Inclusion Toolkit for Counselling and Psychotherapy Training & Education**

**Tender Reference: T002/2021**

**Background & objectives**

The Coalition for Diversity and Inclusion’s mission is to improve diversity in counselling, psychotherapy and psychological therapy professions. The current focus of the Coalition is promoting anti-oppressive and inclusive professional training as part of a greater vision to address further barriers to inclusive practice, particularly in relation to supporting racially and ethnically minoritised communities.

Coalition party members: Association of Christian Counsellors (ACC); Association of Child Psychotherapists (ACP); British Association for Counselling and Psychotherapy (BACP); British Association of Art Therapists (BAAT); Muslim Counsellor and Psychotherapist Network (MCAPN); National Counselling Society (NCS); Place2Be, Psychotherapists and Counsellors for Social Responsibility (PCSR); and the UK Council for Psychotherapy (UKCP).

The above named parties have agreed to work together to commission and deploy a toolkit which aims to support the development of skills, knowledge and understanding for delivering inclusive counselling and psychotherapy training. With an initial focus on race and ethnicity, the primary objectives of the toolkit will provide support on three areas of course provision: the institution; the training programme; and the individual tutor.

Place2Be, as Chair of the Coalition and project steering group, is facilitating the ITT process.

Place2Be provides mental health counselling support and training to schools to improve the emotional wellbeing of pupils, families, teachers and staff. Place2Be was founded in 1994, offering a range of services in over 600 schools across the UK.

The scope of this document is to provide information to supplier (author) to allow them to submit a tender including a definition of the project scope and outline the activities the supplier (author) will undertake to achieve the delivery the work.

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| **Place2Be Person dealing with this process** | Amiliah Doherty – Project Manager |
| **Contact details** | Email: [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk)  All correspondence should be communicated via email stating the tender reference in the subject line before the close of the tender |

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| **Tender Return Date and Time** | **TBC** |
| **Tenders should be returned** | Electronically via email to: [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk) |

**COMPANY or INDIVIDUAL DETAILS**

General information questions are asked for information purposes only and the responses will not be evaluated.

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| **A1.** | **ORGANISATION DETAILS** | |
|  | Please state the full name of the organisation submitting this tender, if applicable. | |
|  | |
|  | Please state the registered office address | |
| Address: | |
| Postcode: | |
|  | Please state the company registration number | |
|  | |
|  | Please state the VAT registration number (If applicable) | |
|  | |
|  | To the best of your knowledge, does any director or senior officer of your organisation have any personal or financial connection with any member or senior officer of Place2Be? | YES / NO |
| If yes, please provide details | |
|  | **CONTACT DETAILS (for communications, correspondence and enquiries relating to this tender submission)** | |
|  | Please state the contact’s name, and position within the organisation: | |
| Name:  Position: | |
|  | Please state the contact’s address: | |
| Address:  Postcode: | |
|  | Please state the contact’s telephone number: | |
|  | |
|  | Please state the contact’s email address: | |
|  | |

1. Introduction

2. Summary Instructions and Details of Contract

3. Timetable

4. Checklist for Tenderers

5. Return of Tenders

6. Important Notices

7. Background

8. Conditions of Tender

9. Working in Partnership with Other Organisations and Sub-Contracting

10. Intellectual Property

11. Legally Binding Contract

12. Undertaking and Representations

13. Contract Document

14. Compliance with Statutory and Policy Requirements

15. Minimum Standards

16. Award Criteria, Weightings and Tender Evaluation

17. Tender Requirements

**1. Introduction**

You are invited to submit a tender for the above in accordance with the conditions of contract and requirements of this invitation and any documents, schedules and specifications attached.

Please read the information in this Invitation to Tender carefully as it explains what you must do to submit your tender to Place2Be. Failure to fully complete the documentation as instructed may result in your tender not being considered. Please pay particular attention to the Timetable shown and the Checklist for Tenderers.

Should you have any queries regarding the tender process please email [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk)

**2. Summary Instructions and Details of Contract**

|  |  |
| --- | --- |
| **Item** | **Contract Details** |
| Contract Description: | **Tender for Diversity and Inclusion Trainer Toolkit** |
| Quantity: | As required during the duration of the contract |
| Insurance Requirements: | * Employers Liability – minimum value of £5m required * Public Liability – minimum value of £5m required * Sole Trader – professional indemnity insurance– minimum value of £2m per claim required |
| Period of Contract: | TBC months |
| Submission instructions: | Tenders are to be submitted electronically via email to the address [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk) |

|  |  |
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| How to return a tender, or to raise a tender clarification | Please return your tender electronically via email to the address [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk)  All tender clarifications should be communicated via email to the address [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk) stating the tender reference number in the subject field at any time up to and including **29 November**. Any questions after this date may not be answered. |

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| Date/time for Tender return: | **TBC** |

**3. Timetable**

This timetable is indicative only and Place2be reserves the right to change it at its discretion. You will be notified of any changes we make to the timetable.

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| --- | --- |
| **Stage** | **Date(s)/time** |
| Issue of Invitation to Tender | **26 October 2021** |
| Deadline for Final Receipt of Tenderers Questions, including any proposed changes to the Terms and Conditions issued | **TBC** |
| Deadline for Response to Tenderers Questions | **TBC** |
| Submission of Tenders | **TBC** |
| Evaluation of Tenders | **TBC** |
| Tenderer Presentations | **TBC** |
| Notification of result of evaluation | **TBC** |
| Anticipated date of award of Contract(s) | **TBC** |
| Contractcommencement | **TBC 2022** |
| Anticipated delivery completion date | **TBC 2022** |

**4. Checklist for Tenderers**

Failure to provide / complete all of the items in the checklist may cause your Tender to be non-compliant and not be considered.

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| --- | --- | --- |
| **No** | **Item** | **Page Numbers** |
| 1 | Organisational Details | 2 |
| 2 | Mandatory Criteria | 13 |
| 3 | Details of financial standing of company | 16 |
| 4 | Minimum Standards required for tenderers to submit a bid | 17 |
| 16 | Pricing | 20 |
| 16 | Experience Evaluation | 21 |
| 16 | Content Evaluation (requirements) | 21 |

**5. Return of Tenders**

Tenderers are to submit their tender submission via the email address [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk) to be received no later than **29 November.**

Tenders received after the due date, or which are returned incomplete or which infringe these instructions may be rejected without consideration of offer. You are therefore reminded to ensure your response satisfies the requirements of this tender invitation.

**6. Important Notices**

6.1 This Invitation to Tender (“ITT”) is issued to those invited to tender (“Tenderers” or “You”) to Place2Be (Place2Be) for the supply of an Equality, Diversity and Inclusion Toolkit (the “Works/Services/Supplies”). The ITT is made available to Tenderers on condition that it is used for the purposes of submitting (or deciding whether to submit) a Tender and for no other purpose.

6.2 The contents of this ITT and of any other documentation sent to you in respect of this Tender process remain the property of Place2Be and must be treated as confidential. The copyright in the ITT is vested in Place2Be and may not be reproduced copied or stored except for the purposes of assisting in the preparation of a Tender or the consideration of whether to Tender. If you are unable or unwilling to comply with these requirements you must destroy this ITT and any associated documents immediately and not to retain any electronic or paper copies.

6.3 No Tenderer shall undertake publicity activities with any part of the media in relation to the Contract or this ITT process without the prior written agreement of Place2Be, including agreement on the format and content of any publicity.

6.4 This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by Place2Be and its advisers.

6.5 Place2Be does not make any binding commitment to external parties about the conduct of procurement exercises, other than to abide by its statutory and common law obligations. Place2Be, in seeking quotations or inviting participation in a tendering exercise, does not offer to enter into and contract with any potential or actual Tenderer regulating the conduct of the quotation or tendering exercise, nor will it accept any offer from any potential or actual Tenderer to enter into any such contract.

6.6 In seeking quotations or inviting tenders, Place2Be is not making an offer to enter into any contract for the supply of goods, services or works and does not bind itself to accept any offer it receives.

6.7 Place2Be does not make any binding commitment to persons with whom it contracts, other than to abide by the express terms of the contract and by its statutory and common law obligations.

6.8 Tenderers must bear their own costs of tendering for the Contract whether or not they are successful and whether or not the Contract proceeds to award. Place2Be reserves the right to cancel the Tender process at any point. Place2Be shall not be liable for any costs resulting from any cancellation of this Tender process nor for any other costs incurred by those Tendering for this Contract.

6.9 Place2Be is subject to the provisions of the Freedom of Information Act 2000 (“FOIA”). Place2Be may therefore be obliged to disclose information forming part of a Tenderer’s Tender or contract to anyone who makes a request. If a Tenderer considers that any of the information submitted during the Tender process is exempt from disclosure under FOIA, then this must be made clear in writing at the time the information is supplied to Place2Be together with an explanation of why it is considered that the exemption applies.

6.10 You are deemed to understand fully the processes that Place2Be is required to follow under relevant UK legislation.

6.11 Place2Be reserves the right to abandon the procurement exercise at any time provided we notify bidders with reasons.

6.13 Place2Be does not require tenderers to provide copies of accounts (some financial criteria are initially required as specified in Section 15.2) or insurances certificates with their completed tender document. At preferred bidder stage then this information may be requested prior to award of contract.

6.16 All figures provided in this tender document are estimates and Place2Be does not give any guarantee as to the accuracy of these figures and will not be held liable for such.

**7. Background, clarification process and conflicts of interest**

7.1 If you have any questions or require any clarifications, please email these to [[Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk)](mailto:%20XXX@place2be.org.uk) stating the tender reference number in the subject field.

7.2 Please note that to allow sufficient time for Place2Be to respond to Tenderers questions please submit your questions(s) before the Deadline for Tenderers Questions as shown in the Timetable.

7.3 Other than the person or persons with access to the mailbox [Coalition@place2be.org.uk](mailto:Coalition@place2be.org.uk) no Place2Be employee or member of Place2Be has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

* 1. Place2Be’s responses to any queries or clarification requests may, at Place2Be’s discretion, be circulated to all Tenderers. When submitting a request for clarification, Tenderers must state so in writing if they consider that their request is commercially confidential and should not therefore be shared. At its absolute discretion, Place2Be will consider whether or not it is able to respond to a request privately. In considering such a request, Place2Be will consider the principle that information must be made equally available to Tenderers to ensure equal treatment. If Place2Be concludes that it cannot respond on a confidential basis to a Tenderer’s request, it will inform the Tenderer and the Tenderer must confirm within 3 working days whether it wishes to withdraw the request or to receive a response on the understanding that it will also be made available to the other Tenderers.
  2. Place2Be reserves the right to issue supplementary documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.
  3. Under the Contract, Place2Be will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all the requirements and Place2Be’s policies before submitting their Tender. Examples can be found here: <https://www.place2be.org.uk/privacy-policy.aspx> and here: <https://www.place2be.org.uk/jobs-at-place2be/diversity-and-inclusion-statement.aspx>.
  4. Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its officers and advisers, and Place2Be and its officers and advisers. A conflict of interest includes any situation where there is a direct or indirect financial, economic or other personal interest which might be perceived to compromise impartiality and independence in the context of the procurement. Tenderers must notify Place2Be if they are aware or become aware of any such conflict so that Place2Be may consider the impact of the conflict and how to address it. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of Place2Be.

8. **Conditions of Tender**

* 1. Every Tender received by Place2Be will be deemed to have been made subject to these Conditions unless Place2Be has previously and expressly agreed in writing to the contrary.
  2. Tenders must be completed in the English language or a full English translation provided at no cost to Place2Be.
  3. Only one Tender is permitted from each Tenderer.
  4. Tenders must be submitted for the whole of the supplies /services or works as detailed in the Specification. Place2Be will reject any Tender received which does not comply with this Condition.
  5. The Tender (including price) must remain valid for a minimum period of up to and including the intended start date of the Contract.
  6. Place2Be may at its absolute discretion, extend the closing date and time specified in the ITT and any extension granted will apply to all Tenderers.
  7. The Tender must not be qualified in any way.
  8. Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
  9. Tenders must be received in accordance with the relevant instructions no later than the time and date indicated.
  10. By submitting a tender, tenderers are deemed to agree to be bound by the obligations set out in this document and the Declaration at Schedule 3.
  11. Tenderers are advised that all contracts executed under this contract will terminate on the expiry date of the contract (or at the end of any extension period ) and will not be subject to a minimum contract period.

**9. Working in Partnership with Other Organisations and Sub-Contracting**

* 1. Place2Be will contract with a **single legal entity** (such as a company, a sole trader, a partnership within the meaning of the Partnerships Act 1890, a charity or a limited liability partnership) for the provision of the Services. This entity will be the **main contractor** and it will be responsible to Place2Be for the provision of the Services, even where part of the Services are sub-contracted.
  2. In some instances the main contractor may wish to sub-contract elements of the Services. Also, Place2Be recognises that it is becoming increasingly popular for a group of organisations to join forces and share the provision of the services. In some cases, these organisations form a separate legal entity in order to provide services but they may also operate on an “informal” group, partnership or consortium basis where the partners have not created themselves into a separate legal entity but wish to work together to provide the Services.
  3. Your Tender response must identify if more than one organisation will be involved in the provision of the Services. Where this is the case, a “**Lead Tenderer**” must be identified. The Lead Tenderer will be Place2Be’s point of contact during the procurement
  4. Subject to paragraph 9.5, the Lead Tenderer will also be the body with which Place2Be contracts for the provision of the Services i.e. it will be the **main contractor**.

* 1. Where the Tender is submitted by a group or consortium of organisations, Place2Be may require the group or consortium to assume a specific legal form once they have been awarded the contract.
  2. If the Lead Tenderer is applying on behalf of a group or consortium of organisations, it must specifically name those organisations and confirm that it is authorised to commit on their behalf by providing written confirmation to this effect from the other organisations.
  3. The Tender must make it clear what part of the Services each organisation will provide and how these arrangements will be managed. Place2Be will contract only with one organisation - the **main contractor** - and all other organisations used to provide part of the Services will therefore have the status of sub-contractors (including any other organisations forming part of a group or consortium). Place2Be shall assess and approve the use of any sub-contractors as part of its evaluation of tenders. **You must provide full details with your tender relating to the organisation(s) concerned.**
  4. Place2Be requires sub-contractors (and in this includes any organisation forming part of a group or consortium of organisations) to provide satisfactory evidence that they fully satisfy the requirements of the Mandatory and Discretionary Criteria for selection laid down in the Public Contracts Regulations 2015, as well as any Minimum Standards.
  5. Where a sub-contractor does not meet a relevant selection criterion, or where there are compulsory grounds for excluding the sub-contractor pursuant to the mandatory exclusion criteria set out in Regulation 57 of the Public Contracts Regulations 2015, the Lead Tenderer shall replace the relevant sub-contractor. If there are non-compulsory grounds for excluding any sub-contractor pursuant to the discretionary exclusion grounds in regulation 57 of the Public Contracts Regulations 2015, Place2Be reserves the right to require the Lead Tenderer to replace the relevant sub-contractor. The replacement sub-contractor shall be assessed in accordance with the provisions of paragraph 9.
  6. The Lead Tenderer must collate the information required in in relation to sub-contractors and submit it using the template **Schedule 2.4.**
  7. The Lead Tenderer must notify Place2Be of any proposal to change a sub-contractor so that Place2Be may assess the proposed replacement.

**10**. **Intellectual Property**

10.1 The parties agree that intellectual property vested in the content rests with Place2Be as copyright owners. Intellectual Property Rights means patents, rights to inventions, copyright and related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, including the right to sue for and recover damages for past infringements.

10.1a The responsibility for protection of the Intellectual Property Rights of the Commissioned Work will pass to Place2Be upon such assignment.

10. 2 The Tenderer may waive or keep all moral rights in respect of the intellectual property transferred to Place2Be which will be agreed in the terms and conditions of the author agreement.

10.3 The Tenderer will be given clear and pronounced credit as author(s) in the publication of the Commissioned Work.

**11. . Legally Binding Contract**

* 1. Within thirty (30) days of the written acceptance by Place2Be of a Tender, the Lead Tenderer (or, if relevant, the entity formed in accordance with paragraph 9) will execute a formal agreement in the form comprised of agreed contract documents and until the execution of such agreement, the ITT and the successful Tenderer’s Tender together with Place2Be’s written acceptance thereof will form a binding agreement between Place2Be and the Tenderer.

1. **Undertaking and Representations**

12.1 The Tenderer, in submitting a Tender, undertakes and represents to Place2Be that:

* + 1. The Tenderer has complied in all respects with the Conditions of Tender.
    2. All information, representations and other matters of fact communicated to Place2Be by the Tenderer in connection with its Tender are true, complete and accurate in all respects.
  1. The Tenderer has not submitted the Tender in reliance upon any representations or statements which may have been made by Place2Be otherwise than herein.
  2. The Tenderer has full power and authority to enter into the Contract (if awarded) and carry out the provision of the Supplies /Services or Works.
  3. The Tenderer is of sound financial standing and has sufficient working capital available to perform the Contract in accordance with the terms and conditions herein for the duration of the Contract.

1. **Contract Document**

13.1 Any contract award will be conditional on the Contract being approved in accordance with Place2Be’s internal procedures and Place2Be being generally able to proceed and may allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

**14. Compliance with Statutory and Policy requirements**

14.1 Place2Be complies with several statutory and corporate considerations when providing its services. Place2Be may be delivering its services when a contractor is delivering services on its behalf.

* 1. By submitting your tender, the Tenderer confirms that they agree to the Declaration at Schedule 3 and to be bound by the obligations below.
  2. **Equal Opportunities and Diversity**
     1. As part of the Equality Act 2010, Place2Be is committed to providing services that are fair and accessible for everyone. We also have a responsibility to ensure that our partners, companies and organisations we commission to provide services on our behalf, take the same positive approach to equality.
     2. In line with the Equality Acts (specific duties) Regulations 2011, Place2Be’s equality objectives aim to
* Eliminate unlawful discrimination, harassment and victimisation
* Advance equality between everybody
* Foster good relations between communities, tackling prejudice and promoting understanding

The Act further explains that having **due regard** for advancing equality involves:

* Removing or minimising disadvantages suffered by people due to their protected characteristics
* Taking steps to meet the needs of people from protected groups where these are different from the needs of other people
* Encouraging people from protected groups to participate in public life or in other activities where their participation is disproportionately low

Therefore, it is important that all organisations that deliver services on behalf of Place2Be actively promote the above equality objectives.

**NB** The Equality Act 2010 defines, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity as ‘protected characteristics’

* 1. **Health and Safety** 
     1. Place2Be complies with all legislative requirements to provide a safe working environment and to ensure its services are delivered in such a way as to promote the safety of staff and service users. The successful Tenderer will be expected as a minimum to comply with all relevant Health and Safety legislation.
     2. Tenderers should note that the successful Tenderer will contract with Place2Be to ensure that they adhere to these obligations and that Place2Be will be able to monitor compliance throughout the Contract period.
  2. **Environment**

13.5.1 Place2Be is committed to reducing its impact on the environment. This requires, amongst other things, that environmental considerations are taken into account in specifying all goods, services or works including production and operating methods and generally by reducing the impact on the environment of transport throughout the supply chain.

Therefore, it is important that all organisations that deliver services on behalf of Place2Be actively promote the above equality objectives.

* 1. **SME’s and Voluntary Sector**

Place2Be wants to ensure that opportunities are created for SMEs, the Voluntary and Third Sector to participate in the delivery of its services. Consideration should be given to the creation of such opportunities through the supply chain and by the use of sub-contracting where appropriate.

* 1. **Post Contract Monitoring**

The successful Contractor will be expected to collaborate with Place2Be over the Contract Period to **achieve continuous improvement in the quality and delivery of the Contract**. Tenderers are considered to have confirmed their willingness to participate in this activity under this Tender.

* 1. **Business Continuity Monitoring**

Place2Be has identified that this Contract is business critical. **Tenderers are required to state within their Tender how they will, - in the event of potential operational difficulties in the provision of the Contract** - be able to react and adjust in a prompt and flexible manner to ensure that the provision of the Contract is maintained to Place2Be and how it will put suitable business continuity procedures in place.

14.9 **The Modern Slavery Act 2015**

Place2Be is committed to ensuring that there is no modern slavery or human trafficking in our supply chains or in any part of our business. Our approach reflects our commitment to acting ethically and with integrity in all our business relationships and to implementing and enforcing effective systems and controls to ensure slavery and human trafficking is not taking place anywhere in our supply chains.

14.10 **General Data Protection Regulation**

Tenderers are required to provide written evidence that their systems meets the obligations of the GDPR and can adhere to the terms and conditions contained in the Place2Be Privacy Policy <https://www.place2be.org.uk/privacy-policy.aspx>.

**15. Minimum Standards**

**15.1 Mandatory Criteria (Pass / Fail)**

**Important Notice:**

In some circumstances Place2Be is required by law to exclude you from participating further in a procurement process. If you cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us for advice before completing this form.

**Mandatory**

Important Notes:

1. An organisation will be excluded from participation in a procurement procedure where:
2. Place2Be is aware that the organisation is in breach of its obligations relating to the payment of taxes or social security contributions; and
3. the breach has been established by judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom;

unless you can prove that you have fulfilled your obligations by paying or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

**Please state ‘Yes’ or ‘No’ to each question.**

|  |  |  |
| --- | --- | --- |
|  | Grounds for mandatory exclusion | |
| Question number | Question | Response |
| 15.1.1(a) | Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below: | |
|  | Participation in a criminal organisation. | Yes / No  If Yes, please provide details at 14.1.1(b) |
|  | Corruption. | Yes / No  If Yes, please provide details at 14.1.1(b) |
|  | Fraud. | Yes / No  If Yes, please provide details at 14.1.1(b) |
|  | Terrorist offences or offences linked to terrorist activities | Yes / No  If Yes, please provide details at 14.1.1(b) |
|  | Money laundering or terrorist financing | Yes / No  If Yes please provide details at 14.1.1(b) |
|  | Child labour and other forms of trafficking in human beings | Yes / No  If Yes please provide details at 14.1.1(b) |
| 15.1.1(b) | If you have answered yes to question 14.1.1(a), please provide further details.  Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,  Identity of who has been convicted  If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents. |  |
| 15.1.2 | If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self-Cleaning) | Yes / No |
| 15.1.3(a) | Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions? | Yes / No |

**Discretionary**

Place2Be is entitled to exclude from participation in any procurement procedure an organisation in any of the situations set out below. To assist Place2Be with consideration of those matters, please answer the questions set out below.

|  |  |  |
| --- | --- | --- |
|  | Grounds for discretionary exclusion | |
|  | Question | Response |
| 15.1.14 | Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation. | |
| 15.1.4.1(a) | Breach of environmental obligations? | Yes / No |
| 15.1.4.1 (b) | Breach of social obligations? | Yes / No |
| 15.1.4.1 (c) | Breach of labour law obligations? | Yes / No |
| 15.1.4.1(d) | Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation’s assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State? | Yes / No |
| 15.1.4.1(e) | Guilty of grave professional misconduct? | Yes / No |
| 15.1.4.1(f) | Entered into agreements with other economic operators aimed at distorting competition? | Yes / No |
| 15.1.4.1(g) | Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure? | Yes / No |
| 15.1.4.1(h) | Been involved in the preparation of the procurement procedure? | Yes / No |
| 15.1.4.1(i) | Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions? | Yes / No |
| 15.1.4.1(j)  15.1.4.1(j) - (i)  15.1.4.1(j) - (ii)  15.1.4.1(j) –(iii)  15.1.4.1(j)-(iv) | Please answer the following statements  The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.  The organisation has withheld such information.  The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.  The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. | Yes / No  Yes / No  Yes / No  Yes / No |
| If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? | | |

**15.2   Financial Standing**

We will make a risk assessment based on your financial standing. At our discretion, we may exclude you from the procurement exercise if we consider that you constitute an excessive financial risk.

|  |  |  |
| --- | --- | --- |
| Business | Please indicate your willingness for Place2Be to perform credit reference on your business. | Yes/No |
| Sole Trader | Please indicate your willingness to provide the last three years’ worth of tax self-assessments | Yes/No |

**15.3**

Prior to the Award Evaluation Process the tenders will be reviewed by the Evaluation Panel to ensure that the goods or services tendered meet the minimum standards for this particular tender. You should answer “Yes” or “No” to each question in the Minimum Standards section. If you cannot answer “Yes” to all questions, we cannot evaluate your bid further. We may ask you for further evidence to support your statements.

|  |  |
| --- | --- |
| **Question** | **Answer** |
| Produced high quality resources about race and racism for trainers and trainee counsellors and psychotherapists |  |
| Demonstrable experience of delivering projects on time |  |
| Familiar with the counselling and psychotherapy training landscape with experience delivering training themselves |  |

**16. Award Criteria, Weightings and Tender Evaluation**

16.1.1 Place2Be does not undertake to accept the highest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.

16.1.2 Each Tender will be checked initially for compliance with all requirements of the ITT. Any Tender that is not substantially complete and/or complaint with the ITT may be rejected. Where information or documentation is or appears to be incomplete or erroneous or where specific documents are missing, Place2Be may at its discretion request any Tenderers concerned to submit, supplement, clarify or complete the relevant information or documentation within an appropriate time limit, provided that any such request complies with the principles of equal treatment. Any requested variant bids which are received will be evaluated against the same award criteria as set for standard compliant bids.

16.1.3 Tenders will be evaluated against the minimum standards and award criteria set out within this Invitation to Tender and the Service Specification for this particular tender.

16.1.4 During the evaluation period, Place2Be reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.

16.1.5 Place2Be may decide to interview Tenderers, to assist its Tendering process, and Tenderers will be notified in due course.

16.1.6 Tenders will be evaluated to determine the most economically advantageous Tender taking into consideration the award criteria detailed below.

16.1.7 Where the pricing of a Tender appears abnormally low or high Place2Be reserves the right to reject the Tender in accordance with the requirements for further investigation under the Public Contracts Regulations 2015.

16.1.8 It is envisaged that no more than the top 3 tenderers may be invited to make a presentation on their proposed solution to Place2Be. Where there is a significant difference in scoring then we reserve the right to invite fewer than 3 suppliers (author(s)) to present.

**16.2 Contract Award Criteria**

Place2Be will base the award of the Contract on the combined financial and technical considerations. At the highest level, this ITT will be divided into two high-level award criteria:

1. Charges (cost) Weighted 20%
2. Experience - Weighted 20%
3. Individual Tutor - Weighted 20%
4. Training Programme - Weighted 20%
5. Institution – Weighted 20%

Each of these high level criteria will be assessed separately, using the methods described in this document. At the end of the evaluation the two marks will be brought together (using the above weightings) to result in an overall percentage score.

Tenderers are to note that Place2Be may amend the weightings to individual quality scoring to reflect their requirements, but the weightings of price and quality will remain as stipulated above.

The Tenderer with the highest overall score will, providing it meets the requirement and providing Place2Be decides to proceed, be awarded the contract.

Where requirements are shown followed by bracketed percentage values, the number shows the percentage of the overall cost effectiveness evaluation that it attached to the requirement.

Unless otherwise stated in this document, your tender responses will be assessed using the scoring mechanism below.

|  |  |  |
| --- | --- | --- |
| **Score** | **Score Standards** | |
| 5 | Excellent Answer | Shows a  comprehensive understanding of the contract & the ability to apply and deliver all the required standards to a high level |
| 4 | Good Answer | Shows an above basic – reasonable understanding of the contract and the ability to apply and deliver all the required standards to an above basic level |
| 3 | Acceptable Answer | Shows a basic -  reasonable understanding of the contract and the ability to apply and deliver all the required standards to a basic level |
| 2 | Poor Answer | Shows a less than basic understanding of the contract & that only some of the required standards could be applied & delivered |
| 1 | Very Poor Answer | Shows little understanding of the contract and that none of the required standards could be applied and delivered |
| 0 | No answer Given |  |

**16.3 Charges Evaluation**

The assessment of charges (cost) will be based on the Tenderers’ responses to the Tender Summary contained.

|  |  |
| --- | --- |
| **Percentage break down of cost evaluation (20% of overall evaluation)** | |
| Price/rates | 90% |
| Added value services | 10% |
| **TOTAL** | **100%** |

* Demonstrate cost breakdown by wordcount (wordcount should be above 17,500 and should not exceed 20,000)
* The level of total charges shown in the Pricing Schedule is to be shown exclusive and inclusive of Value Added Tax.

**16.4 Tenderer Presentations**

As part of the evaluation Tenderers are required to make available themselves and key members of their delivery teams who will be responsible for the provision of the Contract. This will take the form of a presentation to demonstrate the potential solution and understanding of the requirements and an opportunity for the Coalition to clarify any aspect of the Tender and proposed solution.

Presentations will take place during week commencing 6 December 2021. Tenderers will be limited to a maximum of 3 attendees at this presentation.

**17. Tender Requirements**

**17.1 Cost (20% Overall Scoring)**

Tenderers are required to include their proposed prices any additional costs not included above within the pricing schedule.

Cost should be given including and excluding VAT

**17.2 Experience (20% Overall Scoring)**

|  |
| --- |
| **Criteria** |
| Produced high quality resources about race and racism for trainers and trainee counsellors and psychotherapists |
| Demonstrable experience of delivering projects on time |
| Commitment to delivering anti-oppressive clinical practice, which includes the commitment to on-going personal development and self-reflection in relation to the themes addressed in this tender |
| Lived experience related to themes addressed in this tender |

*Toolkit content: 16.3 – 16.5*

**17.3 Tender Requirements 2: Individual (20%)**

Specific examples of guidance or resources for individual tutors to:

|  |
| --- |
| **Criteria** |
| Work with race trauma in themselves in order to support trainees to do the same |
| Recognise the impacts of racism and of power dynamics at play within themselves, academic content, training (e.g. the classroom), and the profession more widely |
| Increase understanding of how systemic disadvantages effect attraction and retention into the counselling profession |

**17.4 Tender Requirements 3: Training Programme (20%)**

Specific examples of guidance or resources for Programmes to:

|  |
| --- |
| **Criteria** |
| Evolving a curriculum that reflects a diversity of cultural perspectives |
| Content and experiential activities for training to support the development of cultural humility |
| Ensuring anti-oppressive supervision and practice |
| Recognising and challenging racism embedded in all levels of the profession |
| An understanding, at a personal level, of structural advantage and disadvantage and those who benefit from it |

**17.5 Tender Requirements 3: Institution (20%)**

Specific examples of guidance or resources for Institutions to:

|  |
| --- |
| **Criteria** |
| Inclusive policies, culture, and values |
| Student and staff recruitment |