Instructions for Bidders

Violence Reduction Partnership Provider Pool

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1. Instructions for submitting an application

1.1 The contracting authority is seeking to award contracts for the provision of Violence Reduction Partnership's Provider Pool as detailed in the service Specification.

Contained within the application pack are the following documents:

- Instructions for Bidders
- Specification
- Online Application
- Draft Conditions of Contract
- Template for Intervention Information Form (Excel Spreadsheet)

1.2 This process is being managed under Part 6 of the Procurement Act (below-threshold contracts). It is essential to observe and comply with the following instructions in the preparation and submission of your application.

The contracting authority reserves the right to reject any Application that does not fully comply with these instructions.

1.3 All Applications should be made via our online form. Proposals provided not using the online form will not be accepted.

1.3.1 For the avoidance of doubt, submissions made by any other method will not be accepted. Failure to submit all completed documents may result in the submission being rejected.

1.3.2 Applications 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 and a copy of your application.

1.3.3 All correspondence in relation to this Application will be sent via email and will be published on the OPCC Website Funding - West Midlands Police & Crime Commissioner.

1.3.6 In the event of any issues with the application or any documents at any time before during or after submission, you must contact **vrp@westmidlands.police.uk**

1.4 The following documents must be submitted for an application to be considered:

- Online Application.
- Intervention Information Form (Excel Spreadsheet)
- Policy evidence

1.5 The Application must be completed in English.

1.6 Bidders must complete and submit all application information in the format that it has been supplied (such as Word, PDF and Excel) without changing, locking or restructuring any of the questions. 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 Application.

1.7 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.

1.8 The Bidder shall be responsible for ensuring that their Application is complete, clear and unambiguous. The contracting authority shall be under no obligation to seek clarification from a bidder after the submission of an Application and may, if appropriate, mark down or exclude a Bidder from further consideration if the Application is ambiguous or lacks clarity.

2. Person(s) Responsible for the Application

2.1 All contact with the named individual(s) in relation to this procurement process should be made through the email to vrp@westmidlands.police.uk

2.2 The lead for this process is Amy Carter.

3. Timetable

3.1 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
Opening	14 September 2026
Closing date	Applications remain open until February 2027 when it will be reviewed.
Contracts Commencement Date	From 01 October 2026
Contract End Date	31 March 2027
Extension Periods	31 March 2029 (contract on a 1 + 1 subject to funding/need) see specification

4. Application Process Conditions

4.1 The contracting authority reserves the right:

a) not to enter into an agreement/contract pursuant to the application process with any bidder or at all;
b) at any time to vary, add to, delete, withdraw from, suspend or terminate the Application Process, any part of the Application Process and/or
c) to change the date of any event occurring on or forming part of the Application Process

4.2 The contracting authority may in its absolute discretion exclude any Bidder from further involvement in the Application Process that:

a) 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.
b) Fails to comply with any instruction, condition or requirement in the Application or breaches procedural requirements in the Application Process.
c) is guilty of a material misrepresentation in supplying any information requested in these documents or otherwise in connection with the Application Process
d) commits a breach of any undertakings in its response
e) 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.
f) 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.
g) 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 Application.
h) submits what The contracting authority consider to be an abnormally low-priced application (in relation to performing the requirements of the contract) and is unable to satisfactorily demonstrate their ability to perform the contract for the sum applied for.
i) is found to have colluded with other Bidders, or any party in relation to this procurement exercise, in order to fix or adjust Application rates / pricing.
j) 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.
k) There is evidence of corruption or collusion between Bidders or between Bidders and contracting authorities.

4.3 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 Application Process.

4.4 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.

4.5 Bidders shall not communicate, other than to the Person Responsible for the Application as identified in section 2.1, 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.

4.6 By submitting a Response to Application, Bidders are assumed to accept, in full, the contract terms and conditions 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 Application outside of this process, other than as provided for in Section 7 (Queries About the Application) and is under no obligation to accept any proposed changes.

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

5. Using Artificial Intelligence (AI) in the Procurement Process

5.1 In the event that a Bidder has used AI to produce or to support the production of any part of their application, or included AI technologies as part of the products or services proposed to deliver the interventions, they must disclose this where requested in the application.

5.2 For the purposes of this procurement, AI is defined in accordance with the Organisation for Economic Co-operation and Development (OECD) as set out on the Artificial Intelligence Playbook for the UK Government:

5.3 An AI system is a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. Different AI systems vary in their levels of autonomy and adaptiveness after deployment.

5.4 Where applicable, failure to provide all of the information requested in the application may result in your bid being rejected.

5.5 The contracting authority reserves the right to conduct additional due diligence where the Bidder has used AI (e.g. Generative AI - systems capable of generating text, images, or other media in response to prompts) in the production of their tender response, so it is satisfied that the Bidder has the appropriate capacity and capability to fulfill the requirements of the contract. This may include, but is not limited to, asking clarification questions, requesting additional supporting evidence or documentation, conducting a site visit, requesting a supplier presentation, etc. Due diligence will be proportionate to the individual circumstances of each tender response.

5.6 Bidders are prohibited from using any information or materials provided by the contracting authority as part of this procurement process, where the information is sensitive, confidential and / or is not already in the public domain, for the purpose of training any AI system, tool or product (e.g. Large Language Models (LLMs) – systems that are trained on large datasets to understand, generate and manipute human language).

5.7 Where a Bidder submits a tender that includes AI technologies as part of the products or services proposed to deliver the contract the contracting authority reserves the right to revisit terms and conditions of the contract to ensure that adequate measures are put in place to preserve the position of the contracting authority, including but not limited to, data protection, data processing and information sharing, information management and security, and any other relevant clauses.

6. Transparency

6.1 Following the publication of the statutory Instrument 2012 – Amendment 2479 The Elected Local Policing Bodies (Specified Information) (Amendment) Order 2012 (legislation.gov.uk), 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.

6.2 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.

6.3 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 OPCC website.

6.4 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.

6.5 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 contact to you and where the redactions are permissible as set out above.

7. Confidentiality and Freedom of Information

7.1 This Application 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 Application 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.

7.2 The Bidder shall not undertake, cause or permit to be undertaken at any time any publicity in respect of this Application Process in any media without the prior written consent of The contracting authority.

7.3 Subject to The contracting authority's disclosure policy set out at paragraph 6.4 to 6.6 below, The contracting authority shall protect any confidential information provided by the Bidder in its response to the Application 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.

7.4 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).

7.5 Any information created by or submitted to The contracting authority in relation to this Application and the Application 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).

7.6 In making any submission in relation to this Application and the Application 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.

8. Queries about the Application

8.1 Bidders may request clarifications relating to this procurement via email to vrp@westmidlands.police.uk.

8.2 The Commissioning Team and VRP 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 application deadline.

9. Assessment Process

9.1 Please see Specification document for the assessment process.

10. Commonly Used Terms

Award Criteria	Means the criteria set out in this document in section 10
Bidder(s)	Means any organisation(s) invited by The contracting authority to submit a Application
Central Digital Platform	Means Find a Application Service
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
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.
ITT	Means Invitation to Application
Procurement Rules	Means the Procurement Act 2023
Requirements	Means the goods, services, works, supplies and / or any associated specifications, objectives and outputs, as detailed in the ITT Statement of Requirements 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 Application.
Suitability Questions	Minimum requirements Bidders must meet to perform the contract, e.g. legal and financial capacity, technical ability etc.
Application	Means any Application submitted by a Bidder.
Application Return Date	Means the date set out in the Invitation to Application
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 Application.