



Home Office

OFFICIAL - SENSITIVE

**AUTHORITY:**

**The Secretary of State for the Home Department**

**Adult Victims of Human Trafficking  
(Modern Slavery) Care & Co-ordination  
Services**

**Request for Proposal (RFP)**

**Volume 1 - Instructions to Bidders**

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Volume 2	Evaluation Criteria
Volume 3	Contract Terms and Conditions
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	SCHEDULE 2 Authority Requirements
	SCHEDULE 3 Supplier Solution
	SCHEDULE 4 Pricing, Payment and Invoicing
	SCHEDULE 5 Performance Regime
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	SCHEDULE 17 Staff Vetting Procedures
Volume 4	Data Room
Volume 5	Bidders Pricing Response & Contract Information



## DEFINITIONS AND ABBREVIATIONS

The following is a list of the key definitions and abbreviations used throughout the RFP documentation.

Term	Definition
Accommodation	Means the Accommodation allocated to the Service Users by the Contractor.
Advisor	This refers to the subject matter expert(s) who has been either appointed by the Authority or Respondent to perform a specific task.
Asylum Needs Based Assessment	Means an assessment carried out by the Contractor should a Service User who is accommodated by the Contractor decide to make an application for asylum.  The purpose of this assessment is to determine and address the Service User's Accommodation and Outreach Service requirements.
Authority	This refers to the contracting authority which is the Secretary of State for the Home Department
Bid(s)/Tenders	This refers to the Bid Responses (tenders) that the Bidders will submit in response to the Authority's ITT/RFP
Bidder(s)/Respondent(s)/ Tenderer(s)	The organisation(s) or consortium(s) that is/are submitting the Request for Proposal (RFP) with the aim of Tendering for the Services.
Conclusive Grounds	Means the decision made by the Competent Authorities and which ascertains whether a Potential Victim of Trafficking is an actual victim of human trafficking.
Contract	A contract for the Services made between the Authority and the successful Bidder for the provision of Adult Victims of Human Trafficking (Modern Slavery) Care & Co-ordination services
Detailed Needs Based Assessment	Means an assessment carried out by the Contractor to determine the Services that will be provided to the Service User.
Evaluation Criteria	the criteria that the Authority will employ to evaluate Tenders
OJEU	Official Journal of European Union
First Responder	Means the agency or organisation that makes the Service User's initial referral into the National Referral Mechanism. First Responder's include, but is not limited to: <ul style="list-style-type: none"> <li>• a UK police force;</li> <li>• the UK Border Force;</li> <li>• Home Office Immigration and Visas;</li> <li>• Social Services;</li> <li>• Local Authorities;</li> <li>• Certain NGOs; and</li> <li>• The Contractor.</li> </ul>
Initial Needs Based Assessment	Means an assessment carried out at the point of referral to the Contractor, in order to determine and address the Service User's Accommodation needs, taking into account their safety and security needs.



Term	Definition
Outreach Services	Means the Services provided to Service Users who are not accommodated by the Contractor.
Party	An entity that takes part or is involved in an agreement, lawsuit or transaction
RFP/ITT/Tender	The Request For Proposal, also known as the Invitation to Tender or Tender for the Services; which is issued to Bidders in order to capture Bidder responses in the form of online questionnaires and bidding sheets
Reasonable Grounds	Means the decision which is made by the Competent Authorities and which currently entitles a PVoT to the Service.
Preferred Bidder	Means the bidder that achieves 1 <sup>st</sup> position overall prior to contract award
Potential Victim of Human Trafficking	Means an individual who makes a claim of being a victim of human trafficking.
Services	The provision of Adult Victims of Human Trafficking (Modern Slavery) Care & Co-ordination services
Service Provider	The Bidder/ Respondent/Tenderer which successfully bids for the Contract
Staff	All Service Provider employees, servants or agents of the successful Tenderer employed in relation to provision of the Services.
Service User	Means a PVoT that has entered the Service.
TUPE	The Transfer of Undertakings (Protection of Employment) Regulations 2006



## 1. OVERVIEW

### 1.1 PURPOSE OF THE REQUEST FOR PROPOSAL (RFP)

The purpose of the RFP is to:

- a. Seek from each Bidder a fully priced binding Tender;
- b. Detail the Authority's commercial, Service and legal requirements;
- c. Disclose the Evaluation Criteria that the Authority will employ to evaluate Tenders;
- d. Detail the items which Bidders need to include in their Tenders in order to address the Evaluation Criteria and specific requirements of the Authority; and
- e. Provide Bidders with general information to assist in the preparation and return of their Tenders.

### 1.2 REQUEST FOR PROPOSALS

Bidders are invited to submit Tenders covering the elements set out in this RFP. Bidders should particularly refer to Section 4.1 for details of Compliant Tenders.

### 1.3 STRUCTURE OF THE RFP

This RFP is presented in five volumes, namely:

- Volume 1 – Instructions to Bidders;
- Volume 2 – Evaluation Criteria;
- Volume 3 – Contract (including Schedules);
- Volume 4 – Data Room
- Volume 5 – Bidders Pricing Response & Contract Information
- Volume 1 - Volume 1 (Instructions to Bidders) provides an overview of the procurement process; describes the Contract and details how Bidders should complete their Tenders.
- Volume 2 - Volume 2 (Evaluation Criteria) provides Bidders with the Evaluation Criteria for the evaluation of their Tenders.
- Volume 3 (Contract, including Schedules) contains the Contract terms and those schedules which relate to the provision of Adult Victims of Human Trafficking (Modern Slavery) Care & Co-ordination Services. Tenders will include Operational, Financial and Legal & Commercial matters.
- Volume 4 (Data Room) provides Bidders with access to key TUPE and/or management information.

The Authority cannot warrant the accuracy or completeness of the information contained in the Data Room and any use of the data is at the Bidders risk. Whilst the Authority has endeavoured to ensure that the information provided is accurate, it is up to Bidders to undertake their own investigations to confirm this.



- Volume 5 (Bidders Pricing Response & Contract Information) contains 2 (two) spreadsheets for completion by Bidders as follows:
  - AVHT-CC - Volume 5 - Schedule 04 - Bidders Pricing Response v1.0. The Authority has provided a pricing spreadsheet. Instructions are contained within the document.
  - Bidder Contract Information. The Authority has provided a template for all contractual information that will be required to populate the eventual contract. Each tab within the spreadsheet must be completed. Further instructions are contained within the document.

Before submitting the spreadsheets, Bidders must rename each file to include the Bidder’s Name for identification purposes.

### 1.4 TIMETABLE

Bidders should note that this timetable is provisional and the Authority reserves the right to amend it at any stage. The indicative timetable for the competition stage is set out in the table:

Activity	Date
Launch of RFP	12-August-2014
Deadline for RFP clarification request	12-September-2014 (11:00 BST)
Deadline for submission of RFP response	19-September-2014 (11:00 BST)
RFP (ITT) Evaluation	September / October 2014*
Recommendation for award and completion of Approvals Governance	October / November 2014*
Issue of award letters, due-diligence of preferred bidder and Execution of Contract	November / December 2014*
Operational Commencement Date	1 April 2015

\*specific dates to be confirmed

## 2. CONTRACT CONDITIONS

The services covered by this procurement are Part B services under the UK Procurement Regulations. Under Part B procurement, only some of the regulations apply. However, the Authority is intending to voluntarily follow the Open Procedure for the procurement. The Contract terms and conditions are based on previously accepted contracts for the Home Office and the Authority is not expecting to amend them.

However, Bidders may bring to the attention of the Authority any clauses which they think are unclear or require clarification, together with a clear explanation of why the clause is unclear.





The RFP clarification process must be used to raise any matters relating to the contract terms and conditions. The Authority has the unilateral right to make amendments to the draft contract and issue a revised version if it so decides.

The Contract will have an initial term of 3 years with extensions for up to two further periods each of up to twelve months.

### **3. THE REQUIREMENT**

#### **3.1 INTRODUCTION**

The Home Office and the Ministry of Justice (MoJ) jointly fund a national support service for Adult Victims of Human Trafficking in England and Wales. This effectively meets England and Wales’s obligations under Article 12 of the European Convention on Action Against Trafficking in Human Beings (ECAT), and Article 11 of the European Directive on Preventing and Combating Trafficking in Human Beings and Protecting its Victims as outlined in Annex B.

This Service is available to all eligible Potential Adult Victims of Human Trafficking that are identified through referral to the National Referral Mechanism (NRM) The Service is currently being delivered by The Salvation Army under the ‘Adult Human Trafficking Victim Care Co-ordination Contract and Contracting in the implementation of the Council of Europe Convention on Action against Trafficking in Human Beings, and Directive 2011/36/EU on preventing and combating trafficking in human beings and protecting its victims funded by Ministry of Justice and Home Office’. This contract was originally procured by the Ministry of Justice and commenced in July 2011. The Home Office took over the management of this contract in March 2014, and the new contract will commence on 1<sup>st</sup> April 2015.

#### **3.2 AIM OF THE SERVICE**

The Adult Victims of Human Trafficking (Modern Slavery) Care & Co-ordination Service is designed to fund the recovery and reflection period for Potential Adult Victims of Human Trafficking (Modern Slavery).

#### **3.3 OBJECTIVES**

The Authority’s core objectives for the delivery of the Service are to:

- Meet the Authority’s obligations under ECAT.
- Ensure Service Users receive a high-quality of care commensurate to the unique nature of the exploitation and harm they may have experienced.
- Ensure Service Users are fully prepared for integration and/or re-integration into society after they leave the Service provided by the Authority via the Contractor.
- Provide value for money for the public.

These Authority Requirements have been written with these objectives in mind and describe



the Authority's business requirements, which shall be fulfilled by the Contractor in providing its solution.

### **3.4 OVERVIEW OF SERVICE**

The Authority requires the Contractor to deliver the following Service:

- To provide Service Users, and their dependents, with a minimum recovery and reflection period of 45 Calendar Days. This 45 Calendar Day starts from the point in time which the Service User receives a positive Reasonable Grounds (RG) decision.
- To provide Services to Service Users until a Conclusive Grounds (CG) decision is made.
- There may be times when it may take longer than the stipulated 45 Calendar Day Period for a CG decision to be made, on these occasions, the provision of Services will go beyond the 45 Calendar Day minimum period.
- To manage the exit of Service Users from the Service once they receive a CG decision.
  - If a negative CG Decision is received the exit of Service Users from the Service shall be undertaken by the Contractor within 48 hours of the decision being received by the Service User.
  - If a positive CG Decision is received the exit of Service Users from the Service shall be undertaken by the Contractor within 14 Calendar Days of the decision being received by the Service User.

In respect of the requirements set out in this document, the Contractor shall ensure that the Solution:

- Meets all the Business and Service Requirements set out in this SOR;
- Meets the Terms and Conditions of the Contract; and
- Meets the requirements of all the Schedules to the Contract.

### **3.5 CURRENT COMMERCIAL ARRANGEMENTS**

The operating contract for the Adult Human Trafficking Victim Care & Co-ordination Service expires on 31<sup>st</sup> March 2015.

The Home Office therefore, needs to replace this contract and to do so in a way that learns the lessons from the current contract, guards against uncertain future demand and allows a manageable transition between the current and new contract.

### **3.6 THE SERVICES**

The Procurement is seeking a commercial partner to provide a range of services related to the provision of Adult Victims of Trafficking (Modern Slavery) Care & Co-ordination services. The following provides a brief description of the current services provided (but are not limited to):

- Travel



- Accommodation
- Support
- Subsistence
- Translation

### **3.7 SCOPE**

The NRM was set up in 2009, as part of the UK’s implementation of ECAT. Its primary purpose is to provide a framework to help statutory and non-statutory partners identify and support potential victims of trafficking. It is coordinated by the UK Human Trafficking Centre (UKHTC) in the National Crime Agency. Teams of designated experts, from the ‘Competent Authorities’ (CA) in UKHTC and from UK Visas and Immigration (UKVI) typically make decisions on trafficking referrals.

The NRM process is currently undergoing a wide-ranging review aimed at focusing on the mechanics of the NRM, access to support services and entitlements for victims. As part of the review, recommendations that may enhance or vary the Services have been made. Should these recommendations be approved by the Authority they will require Home Office policy changes.

The potential variations to the services are reflected in the Statement of Requirements under ‘Additional Service Requirements’ O-001 to R-002.

The requirements listed under the ‘Additional Service Requirements’ Section are potentially additional requirements that the Authority may elect for the Contractor to provide, in whole or in part. Any decision to elect for these additional requirements to be delivered shall be predetermined by necessary changes to Home Office Policy

### **3.8 THE NRM PROCES AND THE SERVICE USER’S JOURNEY**

The NRM Process:

- A potential victim of trafficking (PVoT) is identified by a First Responder, and with their permission, is referred into the National Referral Mechanism (NRM), which is administered by two Competent Authorities (CA) – the Home Office’s UK Visas & Immigration, and the National Crime Agency’s UK Human Trafficking Centre;
- The relevant CA makes an initial Reasonable Grounds (RG) decision within 2-5 calendar days, which is a low threshold of probability that the PVoT may be an actual victim;
- At this point the PVoT is eligible for the Service, should they wish to receive it;
- Following the RG decision, the CA will fully investigate the PVoT’s case and aims to make a Conclusive Grounds (CG) decision within 45 calendar days, which conclusively ascertains whether the PVoT is an actual victim of trafficking.
- The PVoT will continue to receive the Service until they receive a Conclusive Grounds decision, or a minimum of 45 calendar days, whichever is the longer;
- Following the CG decision the PVoT will exit the Service.



The Service User's Journey:

- A referral is received by the Contractor;
- If the potential Service User has not been referred into the NRM, the Contractor must arrange for this to take place;
- Once it has been established that the potential Service User has been referred into the NRM, an Initial Needs Based Assessment is undertaken by the Contractor within three hours of the referral. This assessment may be undertaken over the phone or face-to-face (where convenient), and its purpose is to ascertain the immediate support needs of the Service User;
- During the Initial Needs Based Assessment the Service User may confirm that they:
  - Do not require Accommodation; or
  - Require Accommodation immediately as they are destitute; or
  - Require Accommodation, but can wait until they receive a positive RG decision.
- If the Service User does not require Accommodation, then the Contractor must ensure the Service User receives a face-to-face Detailed Needs Based Assessment within 48 hours of a positive RG decision. Following this, the Service User will receive Outreach Services only, for a minimum of 45 calendar days or until their CG decision, whichever is the longer;
- If the Service User requires Accommodation immediately as they are destitute, then this Accommodation must be allocated during the Initial Needs Based Assessment;
- If the Service User does not require immediate Accommodation, then they will not be accommodated until after the outcome of their RG decision, which typically takes 2-5 calendar days. If a positive RG decision is given, then the Contractor shall allocate the Service User with Accommodation within three hours, if needed;
- The Contractor shall arrange transportation for the Service User from their location to the allocated Accommodation within six hours of assigning Accommodation;
- If a Service User is accommodated pre-RG decision, and they then receive a negative RG decision, the Contractor must ensure that the Service User exits the Accommodation within 48 hours;
- The Service User shall receive a Detailed Needs Based Assessment within 48 hours of their positive RG decision, to ascertain the levels of Service they require;
- Following the Detailed Needs Based Assessment, the Service User shall receive the Service for a minimum of 45 calendar days or until their CG decision, whichever is the longer.
- If during the Service, a Service User applies for asylum, then the Contractor shall undertake an Asylum Needs Based Assessment, and unless the Service User must be accommodated in Contractor Accommodation due to high risk needs, they will be transferred to asylum Accommodation and continue to receive Outreach Services only, for a minimum of 45 calendar days or until their CG decision, whichever is the longer;



- If the Service User’s CG decision is negative, the Contractor must ensure that the Service User exits the Service within 48 hours;
- If the Service User’s CG decision is positive the Contractor must ensure that the Service User exits the Service within 14 days;
- During their time in the Service, the Service User may be asked to cooperate with police or the Crown Prosecution Service regarding criminal investigations relating to the Service User’s experiences. The Contractor shall encourage and support the Service User in this process.

Figure 1 below, illustrates the typical journey of a Service User through the Service.

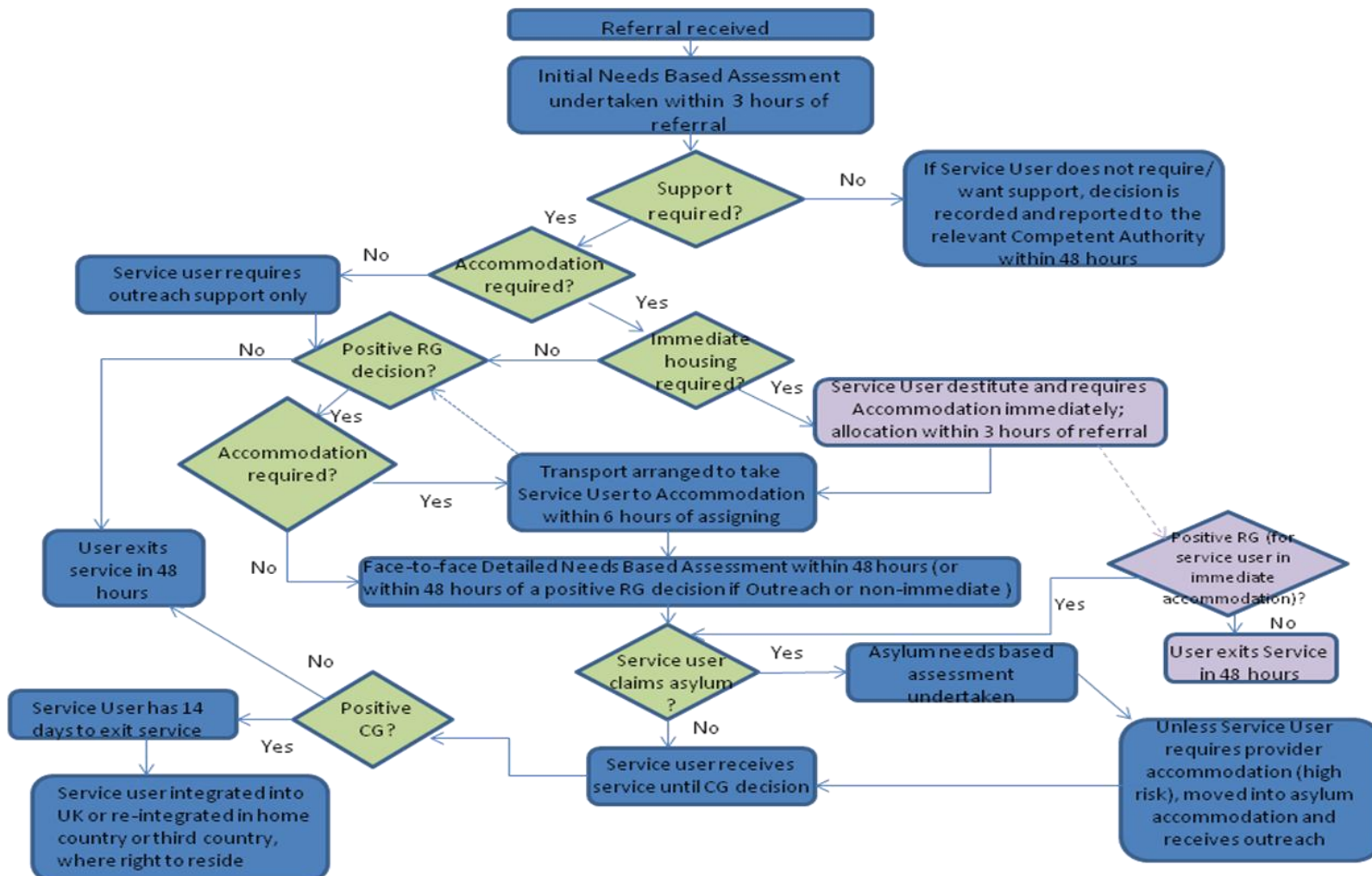


Figure 1 Service User journey through the Service



### 3.9 SERVICE USER'S JOURNEY WITH ALL POTENTIAL ADDITIONAL SERVICES & POLICY CHANGES

Updated Service User Journey – With all potential additional services and policy changes

- A referral is received by the Contractor;
- If the potential Service User has not been referred into the NRM, the Contractor must arrange for this to take place;
- Once it has been established that the potential Service User has been referred into the NRM, an Initial Needs Based Assessment is undertaken by the Contractor within three hours of the referral. This assessment may be undertaken over the phone or face-to-face (where convenient), and its purpose is to ascertain the immediate support needs of the Service User;
- If the Service User does not require Accommodation, then the Contractor must ensure the Service User receives a face-to-face Detailed Needs Based Assessment within 48 hours of referral. Following this, the Service User will receive Outreach Services only for a minimum of 45 days (or whatever length of time the Authority decides in the future) or until their CG decision, whichever is the longer;
- If the Service User requires Accommodation, the Contractor shall allocate it during the Initial Needs Based Assessment;
- The Contractor shall arrange transportation for the Service User from their location to the allocated Accommodation within six hours of assigning Accommodation;
- The Service User shall receive a Detailed Needs Based Assessment within 48 hours of entry into the Service, to ascertain the levels of Service they will require;
- Following the Detailed Needs Based Assessment, the Service User shall receive the Service for a minimum of 45 calendar days (or whatever length of time the Authority decides in the future) or until their CG decision, whichever is the longer;
- Contractors must create a tailored exit plan in consultation with each Service User, which they should begin before the Service User's CG decision;
- If the Service User's CG decision is negative, the Contractor must ensure that the Service User exits the Service within five days (or whatever length of time the Authority decides in the future);
- If the Service User's CG decision is positive, the Contractor must ensure that the Service User exits the Service within 28 days (or whatever length of time the Authority decides in the future);
- If the Service User's CG decision is positive the Contractor must work with the Service User to either facilitate reintegration into their home country or a third country of their choice if they are from the EEA; or help integrate the Service User into mainstream UK society;
- During their time in the Service, the Service User may be asked to cooperate with police or the Crown Prosecution Service regarding criminal investigations relating to the Service User's experiences. The Contractor shall encourage and support the Service



User in this process;

- The Contractor shall provide Outreach Services only, to Services Users with a positive CG decision, for a period of up to 12 months; and
- The Contractor shall track Service Users for up to two years after they have left the Service, making contact with them at regular intervals to establish their welfare.

## **4. REQUIREMENTS FOR SUBMITTING TENDERS**

### **4.1 COMPLIANT TENDERS**

This section specifies the basis upon which Bidders are required to submit their Tenders and should be read in line with the instructions set out in Volume 2 – Evaluation Criteria.

It is important that Bidders comply with the information and instructions provided below to permit consistency in the evaluation of Tenders. If a Bidder fails to provide a complete and compliant Tender, the Authority may, at its discretion, choose to disqualify that Bidder from the selection process.

A Compliant Tender must:

- Reach the Authority prior to the submission deadline;
- Include completion of all Mandatory fields within the RFP;
- Include attached files on which all supporting documentation will be included and structured in a manner consistent with the RFP structure;
- Comply with the requirements of Schedule 2 (Authority Requirements);
- Confirm the Bidder's acceptance of the draft Contract;
- Contain a Pricing Schedule that is capable of execution and which is not subject to any qualifications or conditionality; and
- Be in a form capable of acceptance by the Authority.

### **4.2 REFERENCES TO FINANCIAL AMOUNTS IN TENDER**

All financial amounts contained in the Tender are to be expressed in British Pounds and will be VAT exclusive.

### **4.3 COMPLETING OF THE ONLINE RFP**

The RFP consists of an on-line 'Request for Proposal Questionnaire', the questions to which require the Bidder's confirmation. All responses must be completed on-line and should be submitted through the Crown Commercial Services (CCS) eSourcing portal under the RFP reference:

Adult Victims of Human Trafficking (Modern Slavery Care & Co-ordination Service (RFP) published on CCS eSourcing portal at: <https://CCSesourcing.cabinetoffice.gov.uk>





Bidders must make an explicit statement that their tender offer is in full satisfaction of the Authority's requirements, detailed in the RFP, and that it is made unconditionally and free from caveat or hidden charge (AVHT-CC - Volume 1 - Non-Collusion Certificate and Bid Form).

#### **4.4 SUBMITTING THE TENDER**

Bidders shall provide their Tenders to the Authority in accordance with requirements set out. All tenders on the CCS eSourcing portal must be provided no later than:

**19<sup>th</sup> September 2014 at 11:00 (BST)**

For the avoidance of doubt, if, for whatever reason, the contents provided within each format are not identical, the Tender may be deemed non-compliant.

#### **4.5 TENDER VALIDITY AND PRICE**

Tenders must be valid for acceptance for a period of not less than two hundred and eighty (280) days from the RFP Submission Deadline – **19<sup>th</sup> September 2014 at 11:00 (BST)**.

The document named "*AVHT-CC - Volume 5 - Schedule 04 - Bidders Pricing Response v1.0 (Bidder Name)*" when submitted by Bidders will be taken from the CCS eSourcing procurement portal and entered into the main form of the Contract during contract finalisation.

Pricing may be subject to clarification and adjustment by the Authority during evaluation in relation to matters of inconsistency and uncertainty. The Secretary of State is not bound to accept the lowest price or any Tender.

#### **4.6 PARENT COMPANY GUARANTEE AND PERFORMANCE BOND**

Bidders should note the Authority's requirements for a Parent Company Guarantee as part of the RFP process. If you are unable to provide a satisfactory Parent Company Guarantee, a Performance Bond may be required.

#### **4.7 STATUS OF THE EVALUATION OF BIDS**

Bidders should note that the Authority regards evaluation of tenders as a continuous process right up to award of contract. Due consideration will be given to any relevant factors that come to light during this process and further information may be sought at any time. In the event of an unsatisfactory finding at any stage in the evaluation process, the Authority reserves the right to disqualify the organisation concerned from the competition without compensation.



#### **4.8 ANSWERING RFP QUESTIONS AND ELECTRONIC SUBMISSION**

The RFP allows Bidders to write up to 4,000 characters in the response field where a multi-text response is required. Responses over this limit will not be taken account of in the Authority's evaluation.

Bidders are to be aware that if no response is provided in a relevant field within a question, there is no functionality within the eSourcing application to allow evaluators to score the question, even if the response has been provided in an attachment when not requested to do so, and the question will receive an application generated zero score. Therefore, a Bidder must make sure that all required fields are completed in each question.

Unless indicated otherwise Bidders must limit their responses to the response field and not provide additional information by way of attachments.

Responses may be submitted at any time before the closing time and date. The eSourcing application may be very busy on the final return dates for bids. Bidders are encouraged to submit their bids in advance of the RFP response date. RFP responses may continue to be modified at any time up to the notified closing date, but may not be altered once the deadline for completion or submission has passed.

All signatures should be submitted to the Authority as a scanned copy of a document containing the original 'ink' signature. An electronic/pre-scanned signature inserted into an electronic document will not be accepted by the Authority.

Any supporting documents and information required by the Authority as part of the RFP should comply with the following requirements:

- Bidders shall be allowed to provide additional attachments for questions where it is specifically referred to within the question. Attachments submitted and relating to any other question will not be evaluated by the Authority. If a Bidder considers it necessary to add a further attachment then a request prior to the RFP closing date must be made to the Authority for its consideration. Bidders should avoid excessive use of attachments;
- Bidders should not submit additional documentation within their RFP response except where specifically requested;
- Publicity brochures will not be accepted as providing the answers to the questions;
- Attachment Files should be clearly named using the following naming convention:
  - o The question number, the requirement number, followed by a short and clear description of the file content;
- All attachments must be typed using Arial, Font size 10;
- Additional information should be submitted as an attachment to the above portal, in pdf



format (preference) or formats compatible with the Microsoft Windows XP;

- No single file should be more than 20MB in size; and
- All attachments must be free from viruses prior to submission.

#### **4.9 ACCURACY OF RFP RESPONSES**

Bidders should make all efforts to ensure that information provided in their RFP responses are valid and accurate.

The Authority reserves the right to exclude Bidders from further participation in the tendering exercise in the event that any information provided in their RFP responses is found to be false or in any way incorrect.

Any error or misrepresentations discovered after award of contract may result in termination of the Contract.

#### **4.10 LATE APPLICATIONS**

It is the responsibility of Bidders to ensure that their RFP responses have been submitted in the prescribed manner and in accordance with the specified deadline.

Rejection of the Bidder's application may occur as a result of failure, within the specified timescale, to:

- provide the required information,
- make a satisfactory response to any question; or
- supply documentation referred to in responses

The Home Office will take account of any verifiable mitigating circumstances when taking such a decision (e.g. assistance provided by the CCS eSourcing Help Desk).

#### **4.11 MODIFICATION OF RFP RESPONSE**

Responses may be modified at any time up to the notified closing date, but may not be altered once the deadline for completion or submission has passed/

#### **4.12 WITHDRAWAL OF TENDERS**

Bidders may withdraw their Tender at any time, by sending a notice of withdrawal to the Authority. Any such notice should be sent electronically using the messaging system within the CCS eSourcing tool.

#### **4.13 FORMAT AND COMPLETION OF TENDERS**

The Authority has given significant consideration to the development of this document's structure. This relates to both the Authority's Requirements (contained– Schedule 2 -



Authority Requirements) and to the form in which the Authority wishes Bidders to respond within the procurement process.

For the avoidance of doubt, the following information provided by the successful Bidder will form part of the Contract:

- The Bidder’s response for the delivery of the services prescribed within Schedule 2.
- Information provided by the Bidder, to be incorporated into the draft contract prior to signature, for the schedules listed below:
  - Schedule 04 – Pricing, Payment & Invoicing
  - Schedule 07 – Key Representatives
  - Schedule 15 - Commercially Sensitive Information

**The Tender Process**

Following receipt of Tenders in response to this RFP, the Authority will evaluate those Tenders against the criteria set out in section 2 of Volume 2 – Evaluation Criteria.

**Compliant Tender**

Bidders are required to provide a Compliant Tender for undertaking the Services. Proposals needing minor alterations to make them compliant and areas of uncertainty requiring clarification will be identified and information will be requested.

The Authority wishes to encourage Bidders to submit Tenders that meet the Authority’s requirements. Bidders must ensure that their Compliant Tender incorporates all the information requested in this RFP with sufficient detail to facilitate the evaluation of the Compliant Tender by the Authority.

**Financial**

Bidders shall provide confirmation that:

- the accounts provided as part of this RFP are the most current and
- that they are able to provide a Parent Company Guarantee or a Performance Bond as requested by the Authority.

**Variant Tenders**

Bidders shall NOT submit Variant Tenders in response to this Request for Proposal (RFP).

**4.14 PRICE: INFORMATION REQUIREMENT FOR BIDDERS**

**Overview**

This section relates to the Pricing element of the overall evaluation and has been provided to assist Bidders in responding to the pricing requirements of the Tender.



In order that the Authority can ensure comparability between Bidders, Bidders must provide a breakdown of the Contract Prices based on the assumptions set out below and included in the Contract, Schedules and Financial Models.

### **Transparency**

Bidders should be willing to make available all pricing information (including models) used to price their submission, where requested to do so by the Authority, which the Authority may share with its financial advisors as required.

### **Fully Priced Tenders**

- All Bidders must complete all spreadsheet fields as instructed in the Contract Pricing Spreadsheet.
- All Bids must be fully priced and exclude VAT.
- The volumetric data provided in Volume 4 is provided purely for pricing purposes and should not be used by Bidders as an indication of guaranteed volumes of work.
- Pricing may be subject to clarification and adjustment by the Authority during evaluation in relation to matters of inconsistency and uncertainty.
- Tender prices must remain fixed for to a period of two hundred and eighty days (280) after the Tender return date.
- The Authority is not bound to accept the lowest price or any Tender and any abnormally low tenders shall be examined, with Bidders being given an opportunity to justify their offers.
- The Authority reserves the right to reject abnormally low tenders if adequate justification is not forthcoming from the Bidder.

### **Detailed Price Schedule**

The Authority has provided the Contract Pricing Spreadsheet within Schedule 4 Pricing, Payment and Forecasting and which Bidders are expected to complete.

In completing this Financial Model, Bidders shall:

- carefully read the guidance notes before proceeding;
- complete each bidding field providing relevant rates for each bid item and detailed line items where requested; and
- insert a sum of zero (0) where a pricing option is not relevant and ensure that this is clearly explained within attachments with any other assumptions which have been made.



The completed Contract Pricing Spreadsheet will be used by the Authority for two main purposes as follows:

- It will be incorporated into Schedule 4 and will form part of the Contract, as the Fee; and
- It will be used to calculate the Contract cost against which the pricing evaluation will be conducted.

#### **4.15 LEGAL AND COMMERCIAL**

##### **Contract Compliance**

Volume 3 contains the Contract Terms and Conditions and Schedules including the required form of the draft Contract.

The Authority has carefully considered the terms of the Contract and the intended risk allocation and it has no intention to accept departures from the current drafting.

### **5. EVALUATION**

#### **The RFP Evaluation Process**

Evaluation of the RFP will be carried out in accordance with the Evaluation Criteria set out in Volume 2 of the RFP and using the following staged approach: .

**Stage 1** will consist of certification of the completeness and timeliness of responses in line with the RFP instructions.

**Stage 2** will comprise of evaluator teams assessing:

- Commercial compliance of complete responses.
- Technical quality of complete responses to be evaluated by Technical Teams comprising commercial, operational, business requirements and subject matter experts. Cost (Price) will be assessed on a whole life cost basis (excluding any VAT) by a separate Finance Team.
- During this stage evaluators may raise clarification questions.

**Stage 3** will consist of moderation of scores to ensure compliance with evaluation principles.

**Stage 4** will consist of producing ranking based on Overall Qualitative Scores and Price Scores.

**Stage 5** will consist of the provisional recommendation for contract award; the recommendation will be subject to the necessary due diligence checks and approval of the recommendation by appropriate governance bodies.

The Bidder should note that the Authority reserves the right to make changes to the evaluation stages.



### **Important Notice**

Bidders should note that the Authority regards evaluation of tenders as a continuous process right up to award of contract. Due consideration will be given to any relevant factors that come to light during this process and further information may be sought at any time. In the event of an unsatisfactory finding at any stage in the evaluation process the Authority reserves the right to disqualify the organisation concerned from the competition without compensation.

## **6. INTERACTION BETWEEN THE AUTHORITY AND BIDDERS**

### **Clarification of Information**

The Authority will not enter into detailed discussions on the requirements of this procurement with individual Bidders.

Bidders may raise questions about the Request for Proposal until the date and time specified in the timetable at paragraph 1.5.

Unless otherwise agreed by the Authority, each Bidder is to nominate a single representative and a back-up representative to receive and issue questions and answers.

Messages must be submitted through the on-line messaging facility provided on the CCS eSourcing portal. Further information on how to submit clarification questions within the CCS eSourcing portal can be found with the eSourcing Suite Supplier Guidance Part B - Tendering and FCs v1.8 04.04.2014 document.

In order to allow the Authority to deal effectively with any clarification question Bidders are required to use the template “**AVHT - CCRFP - CQ (Bidder Template)**” provided for this purpose and are expected to comply with all the instructions given in the template and in this document.

The template allowing Bidders to submit clarification question is available at the event level attachment of this RFP. When submitting questions using the template, for identification purposes, **Bidders** should rename the file by replacing “Bidder Template” with the “Bidder’s Name” Any question or request for clarification will result in both the query and the response being communicated to all parties via the CCS eSourcing portal using the ‘**AVHT - CC - RFP Clarification Questions Published Responses**’ document, an example of this is attached at the event level

Responses to questions will not identify the originator and may be answered in batches, rather than one at a time.

Published questions and answers within the AVHT - CC - RFP Clarification Questions Published Responses’ document may not be numbered sequentially. They will be published in date order.



Clarification responses will be issued on a regular basis and for questions raised at the end of the clarification period the Authority will endeavour to publish responses to all remaining questions within 3 working days following the deadline for clarification questions specified in the table at Paragraph 1.5.

If a Bidder wishes to ask a question of the Authority without the Authority revealing the question and its answer, then the Bidder should notify the Authority accordingly, giving its justification. Where the Authority considers that there is insufficient justification for not publicising a question and the corresponding answer, it will invite the questioner to decide whether the question and answer should be published, or whether it should withdraw the question.

It is the Bidder's responsibility to monitor the online messaging facility to view questions and answers.

It is the Bidder's responsibility to ensure that any clarification question sent to the Authority has received a response where applicable and appropriate ('Clarification Questions Log for Bidders').

## **6.1 CHANGES OF ORGANISATION ENTITY**

Any changes in the lead organisation or a reduction in the capability of an organisation may lead to exclusion from the competition. Any information provided in the RFP process relating to changes of consortium/joint venture or material subcontractors must be notified to the Authority without delay in order that the Authority may make a further assessment by applying the selection criteria to the new information as requested in the commercial questions within the RFP.

## **6.2 POST TENDER CLARIFICATION**

During the evaluation period, the Authority may require the Bidder to provide further information or clarification regarding that Tender. The Bidder must confirm receipt of such request, within twenty four (24) hours of issue and shall provide a binding response within forty eight (48) hours (excluding weekends and bank holidays).

## **6.3 DISQUALIFICATION FROM THE TENDER PROCESS**

The Authority may disqualify a Bidder from the procurement process if that Bidder breaches any of the requirements set out or referred to above. The Authority will act in its discretion and accepts no obligation to disqualify.

## **6.4 TENDERING RIGHTS**

The Authority is not responsible for any direct and/or indirect bidding costs incurred by interested Bidder in respect of this competition.

The Authority reserves the right to:





- abandon the competitive process and not award any contract;
- award more than one contract;
- make any changes it sees fit to the competitive process;
- remove and/or amend element(s) from the scope of the requirements;
- not accept any Tender; and
- reject all applications or tenders at any time prior to award of Contract without incurring any liability to Bidders in respect of the cost of preparing and submitting Tender proposals.

## **6.5 CONTRACT AWARD**

The Authority intends to award a Contract to a Bidder that can demonstrate the most economically advantageous service solution for the provision of the Services. However, it reserves the right not to award a Contract for the Services and to discontinue this procurement at any time.

An “Alcatel” standstill period of ten (10) days after the announcement of the Preferred Bidder will be built into the timescales. At this stage, all those who have expressed interest in bidding for the competition will be contacted and advised of the outcome.

## **6.6 FEEDBACK**

The Authority will be as open as possible with Bidders throughout this procurement. The Authority is committed to utilise feedback from Bidders to provide continuous improvement in future procurements.

# **ANNEX A - IMPORTANT NOTICES TO BIDDERS IN RELATION TO THIS RFP**

## **A1 GENERAL**

This Request for Proposals (RFP) is being supplied on the basis outlined below. Nothing contained in this RFP shall affect the terms of the Non Disclosure Agreement which has already been entered into by the Authority and the Bidder.

## **A2 LAW**

The laws of England and Wales shall apply to this RFP, any Tender and the Contract generally. The Authority is undertaking this procurement in accordance with the Public Contracts Regulations 2006.

## **A3 LANGUAGE**

All information and communication concerning the Contract and the related procurement shall be in English.



#### **A4 RELIANCE OF INFORMATION**

The information in this document has been provided in good faith. It is intended only as an explanation of the Authority's requirements and is not intended to form the basis of a Bidder's decision on whether to enter into any contractual relationship with the Authority.

The information provided does not purport to be all-inclusive, or to contain all the information that Bidder's may require. Bidder's and their advisers must take their own steps to verify any information which they use and must make an independent assessment of the opportunity described in this RFP after making such investigation and taking such professional advice as they deem necessary.

None of the Authority; its directors, officers, employees, agents or advisers makes any representation or warranty as to the adequacy, accuracy, reasonableness or completeness of the information set out in the RFP. Bidder's considering entering into a contractual relationship with the Authority should make their own enquiries and investigations of the Authority's requirements.

Neither the Authority nor its professional advisers shall be liable for any loss or damage arising as a result of reliance on the information.

#### **A5 INFORMATION SHARING IN GOVERNMENT PROCUREMENT EXERCISES**

All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.

For these purposes, the Authority may disclose within Government any of the Bidder's documentation/information (including any that the Bidder considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Bidder to the Authority during this Procurement. The information will not be disclosed outside Government. Bidders taking part in this competition are required to give consent to these terms as part of the competition process.

#### **A6 FREEDOM OF INFORMATION**

The Authority is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 (the "Act"). Accordingly, all information submitted to the Authority may need to be disclosed by the Authority in response to a request under the Act.

The Authority may also decide to include certain information in the publication scheme which it maintains under the Act. If Bidders consider that any of the information to be included in their Tenders is commercially sensitive, this should be clearly indicated in their Tenders.



Bidders should be aware that, even where they indicate that information is commercially sensitive, the Authority may nonetheless be required to disclose it under the Act, if a request is received.

Please also note that the receipt of any material marked 'confidential' or equivalent by the Authority should not be taken to mean that the Authority accepts any duty of confidence by virtue of that marking.

If a request is received, the Authority may also be required to disclose details of unsuccessful tenders.

## **A7 PUBLICITY**

Bidders must obtain written approval from the Authority before any disclosures are made to the press or in any other public domain regarding the Contract and this procurement.

No Bidder shall undertake any publicity activities with any part of the media in relation to this procurement without the express permission in writing of the Authority, including agreement on the format and content of any publicity.

## **A8 COPYRIGHT**

This RFP is the copyright of the Authority. Bidders shall not reproduce any of the RFP in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Authority, other than for use strictly for the purpose of preparing their Tenders.

This RFP and any document at any time issued as supplemental to it are and shall remain the property of the Authority and must be returned or destroyed upon demand.

## **A9 CONFIDENTIALITY**

Any information provided by the Authority within this RFP document set, or in subsequent answers to clarification questions from Bidders, is made available on condition that it is treated as confidential (except where it is already in the public domain). Bidders must not disclose any information supplied as part of this procurement process to any third party, member of staff or advisor, unless such person needs to receive the relevant information for the purposes of enabling a response to any procurement document.

## **A10 COSTS OF BIDDING**

Bidders will be responsible for obtaining all information necessary for the preparation of their Tenders. In addition, Bidders will bear all costs, expenses and liabilities incurred in connection with the preparation of such Tenders and all further participation in the procurement process, regardless of whether such costs arise as a consequence, direct or indirect, of any amendments made to this RFP by the Authority at any time.

The **Authority reserves the right not to proceed with the procurement at any stage**



**during the procurement process** and shall not, in the event of discontinuance (whatever the cause) be liable for any costs incurred, directly or indirectly, by Bidders.

#### **A11 NON-CANVASSING & NON-COLLUSION**

Any Bidder or Bidder Party who, in connection with the Contract and the associated procurement process:

- Offers any inducement, fee or reward to any member or officer of the Authority or any person acting as an adviser for the Authority or in connection with the Contract;
- Canvasses any of the persons referred to in above in connection with the Contract;
- Does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916 and/or the Bribery Act 2010;
- Contacts any officer or adviser of the Authority about any aspect of the Contract, except as authorised by this RFP including (but without limitation) for the purposes of discussing the possible transfer to the employment of the Bidder of such officer for the purpose of the Contract or for soliciting information in connection with the Contract,

**will be disqualified** from any further involvement in the Contract. This is without prejudice to any other remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Bidder may attract.

#### **A12 NON-COLLUSION CERTIFICATE & BID FORM**

Bidders are required to complete and submit the Non-Collusion Certificate & Bid Form, which is provided in Volume 1, which must be executed by an authorised representative of the Bidder.

#### **A13 CONFLICTS OF INTEREST**

Bidders should advise the Authority as soon as practicable in the event of a conflict of interest arising in respect of this procurement. In such circumstances, the Authority may require further information from the relevant Bidder but reserves the right to disqualify that Bidder from further involvement in the Contract and the associated procurement process.

#### **A14 ACQUIRED RIGHTS DIRECTIVE**

The Authority's view is that Acquired Rights Directive; also known as TUPE (The Transfer of Undertakings (Protection of Employment) Regulations 2006) will apply under the legislation for services provided under this Contract. However, Bidders are expected to take their own advice on this area.

#### **A15 TAKING ACCOUNT OF BIDDER'S PAST PERFORMANCE**

The UK Government has developed an approach to ensuring that previous poor performance by suppliers can be taken into account and robustly assessed prior to entering into certain new contracts (as described in "**PPN - Taking Account of Bidders' Past Performance**")



**Final 08.11.12**”). This will give Government confidence, based on past performance, that those awarded such contracts will perform them satisfactorily in accordance with their terms. The policy is that, as part of any assessment of a bidder’s technical and professional ability, Departmental Bodies should ensure that any failure to discharge obligations under the previous principal relevant contracts of those who will be involved in performing the contract (if awarded to the bidder) is taken into account in the assessment of whether specified minimum standards for reliability for such contracts are met.

In addition, under the policy, Departmental Bodies will re-assess reliability based on past performance before key points in the procurement process (i.e. short listing, preferred bidder status, conclusion of contract etc.). Bidders will accordingly be asked to update the evidence they provide in relation to past performance to reflect any changes in performance.



## **ANNEX B - COUNCIL OF EUROPE CONVENTION ON ACTION AGAINST TRAFFICKING IN HUMAN BEINGS (ECAT)**

The UK's obligations to provide assistance to victims are primarily detailed in Article 12 and 13 of ECAT. All individuals identified as potential victims of human trafficking to a reasonable grounds standard (as determined through the NRM) are entitled, where necessary, to support and assistance.

### Article 12 – Assistance to victims

1. Each Party shall adopt such legislative or other measures as may be necessary to assist victims in their physical, psychological and social recovery. Such assistance shall include at least:
  - standards of living capable of ensuring their subsistence, through such measures as: appropriate and secure Accommodation, psychological and material assistance;
  - access to emergency medical treatment;
  - translation and interpretation services, when appropriate;
  - counselling and information, in particular as regards their legal rights and the services available to them, in a language that they can understand;
  - assistance to enable their rights and interests to be presented and considered at appropriate stages of criminal proceedings against offenders;
  - access to education for children.
  
2. Each Party shall take due account of the victim's safety and protection needs.



Article 13 – Recovery and reflection period

1. Each Party shall provide in its internal law a recovery and reflection period of at least 30 days, when there are reasonable grounds to believe that the person concerned is a victim. Such a period shall be sufficient for the person concerned to recover and escape the influence of traffickers and/or to take an informed decision on cooperating with the competent authorities. During this period it shall not be possible to enforce any expulsion order against him or her. This provision is without prejudice to the activities carried out by the competent authorities in all phases of the relevant national proceedings, and in particular when investigating and prosecuting the offences concerned. During this period, the Parties shall authorise the persons concerned to stay in their territory.
2. During this period, the persons referred to in paragraph 1 of this Article shall be entitled to the measures contained in Article 12, paragraphs 1 and 2.
3. The Parties are not bound to observe this period if grounds of public order prevent it or if it is found that victim status is being claimed improperly.



**Directive 2011/36/EU of the European Parliament and of the Council of 5 April 2011, on preventing and combating trafficking in human beings and protecting its victims**

The UK's obligations to provide assistance and support to victims of trafficking are detailed in Article 11 of the Directive

Article 11 - Assistance and support for victims of trafficking in human beings

1. Member States shall take the necessary measures to ensure that assistance and support are provided to victims before, during and for an appropriate period of time after the conclusion of criminal proceedings in order to enable them to exercise the rights set out in Framework Decision 2001/220/JHA, and in this Directive.
2. Member States shall take the necessary measures to ensure that a person is provided with assistance and support as soon as the competent authorities have a reasonable-grounds indication for believing that the person might have been subjected to any of the offences referred to in Articles 2 and 3.
3. The assistance and support measures referred to in paragraphs 1 and 2 shall be provided on a consensual and informed basis, and shall include at least standards of living capable of ensuring victims' subsistence through measures such as the provision of appropriate and safe Accommodation and material assistance, as well as necessary medical treatment including psychological assistance, counselling and information, and translation and interpretation services where appropriate.
4. The information referred to in paragraph 5 shall cover, where relevant, information on a reflection and recovery period pursuant to Directive 2004/81/EC, and information on the possibility of granting international protection pursuant to Council Directive 2004/83/EC of 29 April 2004 on minimum standards for the qualification and status of third country nationals or stateless persons as refugees or as persons who otherwise need international protection and the content of the protection granted (1) and Council Directive 2005/85/EC of 1 December 2005 on minimum standards on procedures in Member States for granting and withdrawing refugee status (2) or pursuant to other international instruments or other similar national rules.
5. Member States shall attend to victims with special needs, where those needs derive, in particular, from whether they are pregnant, their health, a disability, a mental or psychological disorder they have, or a serious form of psychological, physical or sexual violence they have suffered.