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The logo for Bath & North East Somerset Council, featuring the text "Bath & North East Somerset Council" in a green sans-serif font, centered between two horizontal blue lines.

**Bath & North East  
Somerset Council**

**INVITATION TO TENDER  
for the Provision of**

**Independent Health and Social  
Care Advocacy for Adults in Bath  
& North East Somerset  
under the Light Touch Regime**

**PRO CONTRACT REFERENCE NO: DN431025**

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## **SECTION 1 – THE REQUIREMENT**

### **1.1 Introduction and Overview**

The Council wishes to establish a Contract for the provision of Independent Health and Social Care Advocacy for Adults in Bath & North East Somerset.

This Contract will consist of 5 different elements of service:

1. Independent Care Act (2014) Advocacy
2. Independent Mental Capacity Advocacy (IMCA) including Deprivation of Liberty Safeguards (DoLS) and Liberty Protection Safeguards (LPS), when that replaces DoLS
3. Independent Mental Health Advocacy
4. Independent Health Complaints Advocacy
5. Independent Social Care Complaints Advocacy

The Council is managing this procurement in line with the Public Contracts Regulations 2015. The contract is being established under the Light Touch Regime and therefore applies the flexibilities afforded under regulation 76 of the Public Contracts Regulations 2015.

This is a services Contract being procured using a one stage procedure.

### **1.2 Background**

Bath & North East Somerset Council currently has contracts in place with four organisations to provide advocacy for different client groups and types of advocacy. These contracts are all due to end in June 2020. The Council is also spot purchasing advocacy support for Paid Representatives used out of area and Litigation Friends outside of these contracts.

A project has been underway within the Council to review this provision and make recommendations on how these services should be provided in the future, in order to meet the needs of people who need advocacy support, meet our legal obligations and ensure we are getting best value for the public purse.

It also enables us to commission arrangements to efficiently meet a range of statutory duties including the Care Act 2014; Health & Social Care Act 2012, Mental Health Act 2007, Mental Capacity Act 2005, Public Services (Social Value) Act 2012 as well as the local prevention, early intervention and personalisation agendas.

### 1.3 Specification



Specification -  
Independent Health

### 1.4 Scope of Contract

The future model of advocacy for adults in B&NES takes into account our current legal obligations and allows flexibility to accommodate expected fluctuations in usage, along with the anticipated changes to advocacy duties with the forthcoming amendments to the Mental Capacity Act - 'Liberty Protection Safeguards'.

The new model brings together the services in scope in to one new contract. This will result in a single contractor or single lead contractor working collaboratively with other providers. The table below sets out the details of the contract.

1. Independent Care Act (2014) Advocacy	To support individuals who would experience substantial difficulty and have no appropriate involver, in key processes and interactions with the LA and other organisations as required for care act assessments, safeguarding enquiries or reviews.
2. Independent Mental Capacity Advocacy (IMCA) including Deprivation of Liberty Safeguards (DoLS) and Liberty Protection Safeguards (LPS), when that replaces DoLS	<p>To support people who lack capacity regarding significant decisions in line with the Mental Capacity Act when decisions are being made on their behalf. IMCAs will work with, support and represent the person's views to those making best interests decisions regarding serious medical treatment, changes of accommodation, safeguarding concerns and care reviews who have no family or friends that would be appropriate to consult regarding such decisions.</p> <p>To help particularly vulnerable people who lack the capacity to make important decisions (therefore covered by the Mental Capacity Act) about serious medical treatment, changes of accommodation, safeguarding concerns and care reviews and who have no family</p>

	<p>or friends that it would be appropriate to consult about those decisions. IMCAs will work with and support people who lack capacity, and represent their views to those who are working out their best interests.</p> <p>IMCAs are not decision makers. IMCAs will discharge statutory duties in relation to DoLS and the LPS legislation due to replace DoLS in the near future.</p>
3. Independent Mental Health Advocacy	To support people who are detained in hospital under the Mental Health Act or who are subject to the Mental Health Act provisions in a community setting such as a Guardianship or Community Treatment Order.
4. Independent Health Complaints Advocacy	To enable individuals to make a complaint about NHS care.
5. Independent Advocacy for Social Care Complaints	To support and enable people to complain about their social care.

This model aims to balance the various priorities: ensuring the quality of the provision, available funding, the alignment and sustainability of advocacy services, and co-production with current and prospective service users, responding to fluctuating levels of need and efficient tendering and contract management.

### 1.5 Term of Contract

This agreement will commence on 1<sup>st</sup> July 2020 and expire on 30<sup>th</sup> June 2023.

There is provision for 2 x 12 month contract extensions beyond the initial term.

## 1.6 Value

The Council's current annual spend on Adults Advocacy (excluding spend on out of area Relevant Persons Representatives and Litigation Friend) is in the region of £190,000.

## 1.7 Transfer of Undertakings (Protection of Employment) TUPE

It is the Council's view that TUPE may apply with respect to the services currently provided. **Tenderers should however seek their own professional advice in order to form their views on the question of TUPE.**

Any staffing information provided as part of this procurement will be provided and therefore owned by the current provider(s) of services. The Council is acting as a broker of this information as it is important information required to support bid preparation and therefore cannot guarantee its accuracy or completeness. The Council will share any staffing information provided by the current provider of services with Bidders via the e-tendering portal Procontract.

The information that is to be provided is not intended to be a definitive TUPE list and Bidders are therefore advised that the Council cannot provide any further information or guidance relating to staffing or TUPE.

Bidders are advised to conduct due diligence and take independent professional advice in relation to any staffing or TUPE issues.

## SECTION 2 – INSTRUCTIONS TO TENDERERS

### 2.1 E-tender System

The Council uses ProContract as its e-tendering system. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help facility on the Homepage.

Supplier Guidance documents are also available to view and download.

**Suppliers must ensure that they have the most up to date Invitation to Tender document by registering on the e-tendering system at [www.supplyingthesouthwest.org.uk](http://www.supplyingthesouthwest.org.uk) and expressing an interest. This will enable suppliers to view the latest documents and see any comments and discussions on those documents.**

If you are still unable to resolve your issue in using the system you should send an e-mail to [ProContractsuppliers@Proactis.com](mailto:ProContractsuppliers@Proactis.com) explaining the nature of your query.

### 2.2 Register Intent or opt out

The “Register Intent” button will be greyed out until the mandatory requirement to click on “View ITT” has been carried out.

Once the Tender Information has been viewed Tenderers will be able to click on “Register Intent” which will inform the Council of your intention to respond to this opportunity.

If a Tenderer does not wish to, or is unable to submit a Tender and not interested in proceeding, then they are required to click on “Opt Out” to decline the opportunity.

### 2.3 Preparation of tender

Organisations must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tender in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their offer is successful.

Information supplied to the Tenderer by Council staff or contained in Council publications is supplied only for general guidance in the preparation of the Tender. It shall remain the property of the Council and shall be used only for the purpose of this procurement exercise.

Tenderers must satisfy themselves as to the accuracy of any such information and no responsibility is accepted by the Council for any loss or damage of whatever kind and howsoever caused arising from the use by Tenderers of such information.



Responses to each Tender question should be written concisely and clearly answer the question posed in English.

Tenderers will only be able to respond to questions that require an input from them and are located within the Invitation to Tender document attached within the e-tender system.

Tenderers will be invited to a presentation, which will form part of the evaluation process. The presentations are scheduled to take place week beginning 9<sup>th</sup> March 2020. Tenderers will be contacted following submission of tenders regarding presentation arrangements.

The presentation shall respond to the question indicated in the Quality Questionnaire and Appendix 3.

#### **2.4 Price Schedule/s**

The Council requires Tenderers to complete and upload Price Schedule(s) where requested to do so within the e-tender system.

All prices shall be in Pounds Sterling.

#### **2.5 Other Documents or Supporting Evidence**

As instructed to do so within the e-tender system, the Tenderer must complete and upload other documentation that may be provided with this Tender process, or upload evidence to support their Tender submission.

Tenders must not be qualified, conditional, or accompanied by statements that could be construed as rendering them equivocal and/or placed on a different footing to those of other Tenderers. Only tenders submitted without qualification, in accordance with this invitation to tender will be accepted for consideration. The Council's decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a Tenderer is excluded from consideration, the Tenderer will be notified.

#### **2.6 Submission deadline**

Tenderers are required to submit their Tender within the e-tender system by **12 noon, 13<sup>th</sup> February 2020.**

Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

It is the Tenderer's responsibility to ensure that the Tender is submitted and has fully uploaded all required documentation within the e-tender system by the closing date and time. Emailed or hard copy Tenders will not be accepted.

Failure to answer and complete the Tender within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Failure to complete and upload any required documentation within the e-tender system will result in the Council rejecting the Tender as a Fail / Non-compliant tender.

Documentation: If you are uploading multiple documents, it is recommended that you zip them using WinZip or WinRAR. Do not include any macro enabled spreadsheets or embedded documents. Acceptable file formats are: *txt, rtf, mpp, vsd, dwg, rar, msg, ics, html, gif, jpg, png, jpeg, tiff, tif, zip, pdf, doc, xls, ppt, docx, xlsx, pptx, mp3, mov, m4a, swf, wmv, mpg, mpeg, avi, wav, odt, odp, ods, numbers and pages.*

Late Tender Submissions: Tenders received after the closing date will not be considered.

The Council is under no obligation to consider partial or late submissions.

If the Council issues an amendment to the original Tender process, and if it regards that amendment as significant, an extension of the closing date may, at the discretion, of the Council be given to all Organisations.

The information supplied in response to the Tender will be checked for completeness and compliance before responses are evaluated. The Council expressly reserves the right to require a Tenderer to provide additional information supplementing or clarifying any of the information provided in response to the requests set out in the Tender. However, the Council is not obliged to make such requests.

Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender and reserves the right not to conclude a Contract for some or all of the services for which tenders are invited.

## **2.7 Tender Validity**

The tender should remain open for acceptance for a period of 120 days. A Tender valid for a shorter period may be rejected.

Variant bids will not be accepted.

## **2.8 Communication**

All contact and communication during this procurement should be submitted in writing through the e-tender system.

Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system in sufficient time before the closing date of the Tender, to

enable to the Council to respond to all Tenderers. It is not acceptable for Tenderers to seek clarifications via telephone or e-mail outside of the e-tender system.

Where the Council considers any question or request for clarification to be of material significance it may communicate both the query and the response, in a suitably anonymous form, to all interested parties. Tenderers should therefore not include within the question placed their organisation's name and any potential commercially sensitive information.

## **2.9 Confidentiality**

The supplier must keep confidential and will not disclose to any third parties any information contained within their bid. They shall not release details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Quote response, such as professional advisors or joint bidders.

The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Bath & North East Somerset Council, or their representatives. Any supplier trying to exert any undue influence during the tender process could be excluded from the process.

## **2.10 Grounds for Rejection**

The Council reserves the right to reject or disqualify a Tender and/or its Consortium Members where:-

- A Tender is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Council's submission requirements which have been notified to Tenderers;
- the Tenderer and/or its Consortium Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 and/or fails to certify that it has fulfilled these requirements;
- the Tenderer and/or its Consortium Members are guilty of material misrepresentation in relation to its application and/or the process;
- the Tenderer and/or its Consortium Members contravene any of the terms and conditions of this document or the ITT; or
- there is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Tenderer and/or its Consortium Members;
- dis-qualification of a Tenderer will not prejudice any other civil remedy available to the Council and will not prejudice any criminal liability that such conduct by a Tenderer may attract.

## 2.11 Disclaimer

Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive nor has it been independently verified.

Neither the Council, [nor any relevant Other Contracting Bodies], nor their advisors, respective directors, officers, members, partners, employees, other staff or agents:

- make any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
- accepts any responsibility for the information contained in the ITT or for their fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any Framework Agreement or Contract concluded as a result of this ITT shall be governed by English law.

## 2.12 Freedom of Information Act

Tenderers should note that the Council is subject to the 'Freedom of Information Act 2000' and provisions are in force allowing any person access to information held by the Council. There are limited exemptions to this. The exemptions include information, the disclosure of which would be an actual breach of confidence or likely to prejudice the commercial interests of any person, or information that constitutes a trade secret. Tenderers are requested to state which part, if any, of the information supplied with their tenders is confidential or commercially sensitive or should not be disclosed in response to a request for information. Where Tenderers state that any information is confidential or commercially sensitive, they must also state why they consider the information to be confidential or commercially sensitive. Tenderers' statements will be considered in the context of the exemptions provided for under the Act and the Council is unable to give any guarantee that the information in question will not be disclosed.

## 2.13 Transparency

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published under the government transparency policy. To view details of what we MUST publish, see the Local Government Transparency Code 2015 at the link below.

[Local Government Transparency code 2015](#)

The Council is required to publish details of all expenditure over £500 made to its suppliers and all contracts and framework agreements over £5000.

Details will be published on the Council's website and the government's transparency website (Data.gov.uk) and Contracts Finder.

Suppliers and those organisations who bid should be aware that if they are awarded a contract, the resulting contract between the supplier and the Council will be published. In some circumstances limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

In submitting a tender, the supplier accepts the Council's right to publish details of expenditure as well as information contained within the supplier's tender.

#### **2.14 Safeguarding**

All commissioned services are required to adhere to the Council's safeguarding procedures, in line with the local multi-agency board.

Applicants must be able to confirm and demonstrate that they have established processes in place, as detailed in the Selection Questionnaire.

#### **2.15 Equality**

Bath & North East Somerset Council is committed to equality of opportunity for everyone and believes that the diversity of the local community is a major strength that contributes to the social and economic prosperity of the area. This extends to the way it deals with its suppliers. All suppliers will be treated fairly and equitably before, during and after this tender procedure.

#### **2.16 Ethical Standards**

Ethical procurement takes the wider view and incorporates the net benefits for both the buyer organisation and the wider world. The Council will consider the impact of environmental, economic and social factors along with price and quality.

The Council must ensure that the practices it undertakes in business are above reproach. They will be aware and lookout for signs of unacceptable practices in the supply chain such as fraud, corruption, modern-day slavery, human trafficking and wider issues such as child labour.

#### **2.17 Social Value**

The Council will procure its services, where appropriate, in line with the Public Service (Social Value) Act 2012. The Act asks commissioners to think about securing extra benefits for their area when they are buying services. Before they start procurement, commissioners should think about how the services

they are going to buy, or the procurement process they are going to use to buy them, could secure the most valuable benefits for their area.

The benefits sought should depend on what would best meet that area's particular needs, and could be in the form of social benefits (for example reducing anti-social behaviour), economic benefits (for example increasing local employment), or environmental benefits (for example reducing local congestion).

When responding to an Invitation to Tender, Suppliers might wish to consider the following:-

- Understand the needs of the local area and the Council's priorities.
- Articulate the social value offer - quantify the value for money you will provide and make the case for your social value offer being a way for commissioners to navigate cost savings pressures.
- Help the Council to understand the full range of innovation you can provide.
- Consider guidelines for paying a Living Wage

For further details on the Council's Social Value Policy, tenderers can request a copy of the policy from the Procurement Team by e-mailing [procurement@bathnes.gov.uk](mailto:procurement@bathnes.gov.uk)

## **2.18 Step-In Rights**

Please note that the Council reserves the right to incorporate step-in rights into this contract in the incidence of a failure of the main contractor or a sub-contractor to carry out their obligations under the contract.

## **2.19 Payment to Sub-Contractors**

Suppliers should be aware that where they will enter into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.

## **2.20 Procurement Timetable**

The indicative timetable for this procurement is set out below. This is intended as a guide and, whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

Date or Target Date	Activity
17 <sup>th</sup> January 2020	ITT issued to potential suppliers

<b>31<sup>st</sup> January 2020</b>	Closing date for clarification questions to be submitted
<b>13<sup>th</sup> February 2020</b>	Closing date and time for receipt by the Council of tenderers responses to the ITT
<b>February/March 2020</b>	Evaluation of the ITT responses by tender panel & supplier financial accounts by Internal Audit
<b>w/b 9<sup>th</sup> March 2020</b>	Bidder Presentations
<b>April 2020</b>	Award decision made and standstill letter issued
<b>10 days following notification of award</b>	Expiry of standstill period
<b>End April 2020</b>	Contract award concluded
<b>1<sup>st</sup> July 2020</b>	Commencement Date of Contract

## 2.21 Required documents

Within this Tender process Tenderers have been provided with the following documentation. Where indicated these are required to be completed and uploaded within the e-tender system.

<b>DOCUMENT TITLE</b>	<b>COMPLETE AND UPLOAD</b>
Section 1 – The Requirement including specification	x
Section 2 – Instructions to Tenderers	x
Section 3 – Selection Questionnaire	✓
Section 4 – Quality Questionnaire	✓
Section 5 – Pricing Schedule	✓
Section 6 – Evaluation and Award	x
Appendix 1 – Non Collusion Certificate	✓
Appendix 2 - Terms and Conditions of Contract	x
Appendix 3 - Scoring Methodology	x
Appendix 4 – Financial Assessment Methodology	x
Appendix 5 – TUPE Details	x

Please Note: The completion and electronic return of all the documents ticked above is mandatory

## 2.22 Terms & Conditions

The Council will award this Contract based on the Terms and Conditions contained within this ITT document.

## **2.23 Collaborative Bids**

A collaborative proposal requires either a clear lead organisation with whom the Council will contract or evidence of a consortia structure where all members are jointly and severally responsible for the performance of the contract, in which case all consortia members will sign the contract.

Collectively, each entity that wishes to bid (whether it is a single entity, the lead provider or a joint and several liability consortium) is referred to as a “Tenderer”. The tenderer is responsible for ensuring that the bid submission is fully completed and the required information provided in respect of consortium members and/or sub-contractors (as appropriate).

### **Lead provider with sub-contracting**

The authority will contract with the lead provider and the relationship in respect of contract delivery is with that Provider only. The lead provider then enters into sub-contracting arrangements with various suppliers for which the provider is then responsible in respect of contract delivery. The lead provider is responsible for the delivery of the contract whether or not they are providing the service themselves or if they have sub-contracted it out. If a sub-contractor does not perform, the authority will deal with the lead provider, not the sub-contractor.

The lead provider would need to have sub-contracting agreements in place with its sub-contractors which would generally include what services will be delivered, methods of payment, performance management, and monitoring and evaluation. Payments will be made by the authority to the lead provider with whom they have the contract; that lead provider is responsible for payments to its sub-contractors. The authority would expect payments to sub-contractors to mirror the payment conditions to the lead provider.

As part of the authority’s due diligence, prior to contract award the lead provider will be required to confirm sub-contractor details and provide copies of sub-contracting agreements in order to demonstrate that appropriate arrangements are in place. Whilst the authority does not have a contractual arrangement with the sub-contractors, it does reserve the right to veto a choice of sub-contractor, if they are deemed to be unacceptable or inappropriate. The lead provider is required to detail all proposed sub-contractors at tender stage, indicating each sub-contractor’s role and contribution to overall service delivery.

The technical capability will be an amalgamation of the capability of individual organisations, and the submitted bid should make reference to the contributions of sub-contracted parties.

The lead organisation will need to have the financial capacity to deliver the entire contract.



## **Joint and several liability consortium**

The Council will have a contractual relationship with all members of the consortium. It is usual for one consortium member to be nominated to co-ordinate the consortium bid – which may be referred to as the lead organisation. However, in these circumstances, the lead is for administrative purposes only and all members of the consortium are equally responsible for the delivery of the contract.

The cumulative strength of the financial and technical capability of all organisations is assessed.

Whilst there is a lead/administrative partner for bid co-ordination purposes, this organisation is not solely liable as the Council signs the contract with all the members of the consortium; thus all members are jointly and severally liable. As such, if one of the members of the consortium defaults, it is possible for the Council to take action against the other member/s of the consortium for recovery of that default.

The authority would expect to see a consortium agreement to evidence the terms of reference of the operation of the consortium. This needs to be signed by all consortium members. The consortium must take independent legal advice on this issue.

Consortia member should consider various issues early on in the commissioning and procurement process to identify if a consortium route is the appropriate way forward and whether they are prepared to meet the various requirements.

## **Instructions for submitting a collaborative bid**

The lead should complete all of the questions on behalf of the consortium and/or any sub-contractors. It should be clear who the lead member of the group is, and who will be contractually responsible for delivery of the contract.

All members of a consortium group are required to provide the information required in Part 3 of the standard Selection Questionnaire or procurement documents, as part of a single composite response (unless the question specifically directs otherwise).

Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, 1.2(b) – (ii) should provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

The authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the authority

immediately of any change in the proposed sub-contractor arrangements. The authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

Please note that the authority may require a consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the authority as being necessary for the satisfactory performance of the contract.

## **SECTION 3 - SELECTION QUESTIONNAIRE**

Please complete and return the attached Selection Questionnaire.



Adults Advocacy  
Selection Questionn

## **SECTION 4 – TENDER QUALITY QUESTIONNAIRE**

Please complete and return the attached Tender Quality Questionnaire.

The Tender Quality Questionnaire will be evaluated by scoring your answers against the published evaluation criteria as detailed in Section 5 Evaluation and Award.



Tender Quality  
Questionnaire - Adu

## **SECTION 5 – PRICING SCHEDULE**

### **4.1 Pricing**

Tenderers must complete the attached spreadsheet with all the proposed charges/prices to provide the requirement(s) as well as any supplementary spreadsheets to provide transparency of the metrics used for calculating fixed minimum and variable charges.

All charges/prices must be in pounds sterling and should be exclusive of VAT. All pricing information will form the basis of any resulting framework or contract.



Pricing Submission  
Adults Advocacy 16.0

## **SECTION 6 – EVALUATION AND AWARD**

### **6.1 Evaluation and Award**

Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures. Tenders will be evaluated to find the most suitable Tenderer who can meet the Specification and provide competitiveness of price.

The decision of the award will be based on the evaluation criteria as outlined under Award Criteria and Weightings.

Tenderer(s) that are successfully awarded will receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulations 2015.

Tenderers who have not been successful will equally receive in writing an award decision notice pursuant to Regulation 86 of the Public Contracts Regulation 2015.

Upon acceptance, the Contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the Tenderer upon request of the Council execute a formal Contract in the form contained in this Tender process.

Tenderers must not undertake work without written notification that they have been awarded a Contract and are required to start work.

Tenderers should note that the Council reserves the right to terminate this procedure without any decision to award and will not be liable for any costs incurred by the Tenderers in preparing their responses.

Tenderers should also note that, should they be successful the Council reserves the right to terminate the Contract, if at any time it is discovered that the Tenderer made any material misrepresentation and/or have not notified to the Council about any material changes in relation to the information provided in the Tender submission.

### **6.2 Award Criteria & Weightings**

Submitted Tenders will be evaluated by officers of the Council using the award criteria and weightings detailed in the table below.

AWARD CRITERIA & WEIGHTINGS		
Price	30%	Annual Contract Price (20%) Hourly spot purchase hourly rate (5%) Litigation Friend hourly rate (5%)
Quality	Scored questions  70%	See attached scoring methodology

**All the individual questions are mandatory therefore Tenderers are required to submit a response. Failure to complete the questions will result in a Fail as Evaluators will not be able to evaluate fully the submitted Tender.**

**Pass / Fail:** Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Sections or questions scored as a Fail will result in the disqualification of the Tender and it will not proceed to full evaluation.

### **Quality Scoring**

Where responses to questions are to be scored, the following scores are applied by Evaluators to a Tenderer's submitted responses.

The scores are awarded dependent on the level of evidence provided to each question. A score of 3 represents an acceptable level of evidence. Sections or questions scored as 0 or 1 may result in the Tender not proceeding to full evaluation.

0 – No response and/or evidence is unacceptable or non-existent, or there is a failure to properly address any issue. The Council does not have any confidence in the Tenderer's experience, capacity and ability to meet its requirements.

1 – The response and/or the evidence are deficient (or not relevant) in the majority of areas and the Council has a low level of confidence in the Tenderer's experience, capacity and capability to meet its requirements.

2 – Large portions of the response are not satisfactory and/or are not supported by a satisfactory level of evidence and the Council has limited confidence in the Tenderer's experience, capacity and capability to meet its requirements.

3 – The response is satisfactory and supported by an acceptable standard of relevant evidence but with some reservations/issues not addressed. The Council is satisfied with the Tenderer's experience, capacity and capability to meet its requirements.

4 – The response is comprehensive and supported by a good standard of relevant evidence and provides the Council with a good standard of confidence in the Tenderer's experience, capacity and capability to meet its requirements.

5 – The standard of the response is very high and the relevance of the response and the supporting evidence is very comprehensive and provides the Council with a very high level of confidence in the Tenderer's experience, capacity and capability to meet the Council's requirements.

### **Applying weightings to scores**

The weighting for the overall tender between quality and price is listed in the table above. The quality and price criteria are given sub-weightings (see attached scoring template)

The total score will depend on the number of questions for that criterion. So if there are 20 questions for Contract Management, for example, then the maximum marks will be 100 (20 x 5) because each question is scored out of 5.

The weighted score is the total score represented as a percentage of the sub-weighting. So if the sub-weighting for Contract Management was 20%, then scoring 100 would achieve the full 20%. 50 would achieve 10% out of 20% etc.

All sub-criteria weighted scores are added together to achieve a total weighted score out of the main quality weighting.

See the attached blank score sheet for further details.

**Price Evaluations:** The scoring is carried out within an Excel spread sheet outside of the e-tender system.

All price bids are compared against the lowest bid to reach the percentage difference from the lowest bid.

Example with price weighting 40%, the calculation is:

$(40 \times \text{lowest price}) / \text{bid price}$

The lowest price bid would receive the full 40 points.

The price weighting applicable to this tender is in the table above.



NOTE: A negative percentage figure for a lump sum price that is over 100% higher than the lowest price bid will receive a price score of zero. Bath & North East Somerset Council will not award a negative price score.

Please see Scoring Methodology in Appendix 3 and Financial Assessment Methodology in Appendix 4 for further details.

### 6.3 Clarifications

Upon examination of the tenders, it may be necessary for the evaluators to request clarifications from the tenderers. The question(s) will be submitted on the e-tendering system and tenderers must respond in the same manner.

Clarifications received from tenderers outside the e-tendering system will not be responded to.

It may be necessary to also hold a clarification meeting with one or more tenderers for due diligence purposes. These may result in the initial scores being moderated.

The Council shall require tenderers to explain the price or costs proposed in the tender where tenders appear to be abnormally low in relation to the works, supplies or services.

### 6.4 Site Visits

It may be necessary for the tender panel to undertake a site visit (where appropriate) to see a service in situ at a tenderer's customer offices. If this is carried out as part of the evaluation of the tender, then the site visit will be scored and scores will be included as a weighting in the quality section of the table above.

If the visit is for due diligence purposes only, it will not be scored.

### 6.5 Final score

All the scores from the tender, presentation, clarifications, and site visits (where relevant) will be combined to produce a final score and the tenderer with the best overall score shall be identified.

### 6.6 Customer References

The tender panel will take up references for the winning Contractor.

### 6.7 Evaluation Report and Recommendation

An evaluation report will be produced by the evaluators and a recommendation made to award to the winning Contractor.

## 6.8 Contract Approval

The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

## 6.9 Contract Award and Debriefing

Upon completion of the tender exercise, the Council will debrief the successful and unsuccessful tenderers as follows:-

The successful company will receive a written notification letter that the Council is intending to award them the business subject to a 10 day standstill period. During this period unsuccessful companies are able to challenge the award of contract, should they wish to do so. The award letter must contain information to explain why the offer was successful, including scores and commentary pertaining to the award criteria published in the Invitation to Tender.

Unsuccessful companies will receive a written notification that the Council intends to award the Contract. The notification will explain the 10 day standstill period and must state the name of the winning tenderer, the overall score of all the tenders and reasons to justify the award and must pertain to the published award criteria. The Council must explain the advantages of the winning tender and the disadvantages of the unsuccessful tenders.

The 10 day standstill period starts on the day after the date of the notification letter. The letter will advise the date the standstill elapses which shall not be on a weekend or Bank Holiday.

The Council will be careful not to disclose confidential information of the successful Contractor and may withhold debriefing information in certain circumstances including where disclosure would be contrary to the public interest, would prejudice the legitimate commercial interests of any supplier, or might prejudice fair competition.

## **SECTION 7 - APPENDICES**

1. Non-Collusion Certificate
2. Terms and Conditions of Contract
3. Scoring Methodology
4. Financial Assessment Methodology
5. TUPE Details

## APPENDIX 1

### NON-COLLUSION CERTIFICATE

I, the undersigned, in submitting the accompanying tender to

(Name of Client).....

.....

in relation to (details of tender and reference).....

.....

certify on behalf of (name of Tenderer).....

that, with the exception of any information attached hereto (see \* below):

- 1) this tender is made in good faith, and is intended to be genuinely competitive;
- 2) the amount of this tender has been arrived at independently, and has not been fixed, adjusted or influenced by any agreement or arrangement with any other undertaking, and has not been communicated to any competitor;
- 3) we have not entered into any agreement or arrangement with any competitor or potential competitor in relation to this tender;
- 4) I have read and I understand the contents of this Certificate, and I understand that knowingly making a false declaration on this form may result in legal action being taken against me.

In this certificate, the word 'competitor' includes any undertaking who has been requested to submit a tender or who is qualified to submit a tender in response to this request for tenders, and the words 'any agreement or arrangement' include any such transaction, whether or not legally binding, formal or informal, written or oral.

\* Information is/is not attached hereto (delete as appropriate)

SIGNED:.....

FOR AND ON BEHALF OF:.....

DATE:.....

## **APPENDIX 2**

### **TERMS AND CONDITIONS OF CONTRACT**



Terms Adults  
Advocacy Services 16

## **APPENDIX 3**

### **SCORING METHODOLOGY**



Adults Advocacy  
Scoring Methodology

## **APPENDIX 4**

### **FINANCIAL ASSESSMENT METHODOLOGY**



Revised Financial  
Levels Wording - Open

## **APPENDIX 5**

### **TUPE DETAILS**



Care Forum TUPE  
Info.pdf



SEAP TUPE Info.pdf



Swan TUPE Info.pdf

## **Glossary**

'Bidder' means the company that is submitting a tender response to this Invitation to Tender document;

Contracting Bodies' or 'Contracting Body' means any other public sector organisation or Local Authority described in the Contract or Framework Agreement who is allowed to procure under the Contract;

'Contractor' means the person, firm or company appointed by the Council or Contracting Body to supply the Goods or Services under this Contract and shall include the Contractor's employees, personal representatives, successors and permitted assigns;

'Council' means Bath & North East Somerset Council;

'Contract' means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of contract and the Order;

"e-tender system" means the electronic tender system named Pro-Contract. It is provided by ProActis and is hosted via <http://www.supplyingthesouthwest.org.uk>

'Invitation to Tender' means this document and all its components, which is inviting Bidders to bid for the Contract or for inclusion in the Framework Agreement;

'Offer' means the offer made by the Bidder in relation to the proposed Contract

'Specification' means the scope and description of the Goods or Services to be provided pursuant to this Contract as set out in Section 1 – Specification;