

# **Procurement Document**

**(Open Tender Procedure)**

## **Re-Tender for**

### **Adult Weight Management Service Framework Agreement**

**Reference DN654515**

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## Introduction

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### Purpose

The purpose of this document is to provide instructions on the response to the Invitation to Tender ("ITT"), known as the "Tender".

The Invitation to Tender enables Dorset Council to receive sufficient information from Organisations ("Tenderers") which are interested in supplying the required Goods, Services or Works and to allow: a) both the assessment of their capacity and suitability, and b) enable the Council to evaluate the Tenders submitted to find the most suitable Tenderer who can meet the Specification and provide best value competitiveness of price.

The Tender has been issued by Dorset Council under a competitive procurement in accordance with the Open Procedure under the Public Contract Regulations 2015 ("the Regulations").

**Title of Tender Opportunity:**                      **Adult Weight Management Service**

### Project Scope:

- To support obese adults in Dorset, Bournemouth, Christchurch & Poole to lose and maintain 5% of their initial body weight and lead healthy lifestyles.
- Provide in-person weight loss support, to eligible clients who will be referred into the Service by Public Health Dorset.
- Promote sustainable lifestyle changes by addressing eating and activity behaviours and offering follow-up support over the course of a year.
- Deliver the Service across the whole of Dorset's geographical area and contribute to minimising health inequalities by offering equitable access.
- The framework is arranged in to 3 lots: face to face service only (maximum of 1 provider); digital service only (maximum of 1 provider) and dual face to face and digital service (Up to 2 providers). **Tenderers will only be able to submit a tender to one of the three lots.** The framework offers clients choice.

The overall take up of and expenditure on these services is variable, dependent on activity from demand.

### Light Touch Regime

The Tender has been issued by Dorset County Council in accordance with SECTION 7 'Social and Other Specific Services' of the Public Contract Regulations 2015. The services to which this Procurement relates fall within the 'Light Touch Regime' (LTR) governing procurement of Health, Social, Education and other Service Contracts. Neither the reference to 'Framework Agreement' or the use of the term 'Selection process' nor any other indication shall be taken to mean that the Council intends to hold itself bound to any timescales or regulations save those applicable to LTR provisions.

### Framework Agreement

The opportunity for suppliers to offer these services will be made available through a 'Pseudo' Framework Agreement using the light touch regime. The framework is arranged in to 3 lots: face to face service only (1 provider); digital service only (1 provider) and dual face to face and digital service (Up to 2 providers). Tenderers will only be able to submit a tender to one of the three lots. The service will be "called-off" as and when demand arises. Award of call off contracts from the Framework Agreement shall be proffered to end user's choice. Guidance from the UK Government indicates it is possible for service user choice to determine award of contracts for Light Touch Regime procurements.

### IR35 - Employment Status

When the Council engages a contractor to provide services, it must ascertain the contractor's employment status to meet the requirements of HMRC and IR35 legislation. Should the Council determine that the contractor is to be regarded as an employee, the Council is required to deduct income tax and national insurance contributions from payments to the contractor.

Accordingly, Tenderers are expected to fully co-operate with the Council to provide all necessary information to enable the Council to accurately determine employment status.

### Data Protection Legislation

Where the services require the successful Tenderer to process or share personal data, the contract/framework will be subject to the Data Protection Act 2018, incorporating the UK GDPR as set out therein and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426).

The successful Tenderer must be familiar with all data protection legislation applicable within the UK, including their obligations as a data processor or controller, and will have all necessary systems and processes in place to ensure compliance. Guidance from the Information Commissioner's Offices is available here: [Guide to Data Protection | ICO](#)

If the service is likely to result in high risk for individuals, the Council may be required to conduct a Data Protection Impact Assessment after contract/framework award but prior to any processing taking place. The successful Tenderer must co-operate with this process as required.

The Council will liaise with the winning Tenderer to complete the data processing schedule which will form part of the contract/framework agreement entered into.

## Notes for Completion

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### 1. Glossary

- 1.1. **Contracting Bodies'** or **'Contracting Body'** or **'End User'** means any other contracting bodies described in the Find a Tender notice;
- 1.2. **'Contractor'** means the person, firm or company appointed by the Council or Contracting Body to supply the Goods, Services or Works under a Contract or Framework Agreement or any Call-Off Contract or Order and shall include the Contractor's employees, sub-contractors, personal representatives, successors and permitted assigns;
- 1.3. **'Council'** means Dorset Council;
- 1.4. **'Contract'** means the written agreement between the Council or Contracting Body consisting of the clauses within the terms and conditions of the contract and any purchase order and all contract documents referred to therein.
- 1.5. **"e-tender system"** means the electronic tender system named Pro-Contract. It is provided by Proactis and is hosted via <https://www.supplyingthesouthwest.org.uk>
- 1.6. **'Framework Agreement'** means the agreement and all Appendices to the agreement for Goods and Services between the Council and the Contractor. A Contractor Framework established in accordance

with Regulation 33 of the Public Contracts Regulations 2015 (and any subsequent amendment or re-enactment thereof).

- 1.7. **'Invitation to Tender'** means the Tender process and all its components, inviting tenders for goods, services, or works for inclusion within a Framework Agreement;
- 1.8. **'Offer'** means the offer made / tendered by the Tenderer in relation to the Proposed Framework Agreement;
- 1.9. **'Specification'** means the scope of the Goods, Services or Works to be provided pursuant to the Framework Agreement or any Call-Off Contract;
- 1.10. **'Tenderer or Tenderers'** means a Contractor submitting a tender to the Council for the Framework Agreement;

## **2. E-Tender System**

- 2.1. Assistance in relation to the e-tender system is available to Tenderers via the Supplier Help Icon within the system.
- 2.2. Supplier Guidance documents are also available to view and download.

## **3. To View this Opportunity**

- 3.1. To view the Tender (ITT) Information in detail click on the opportunity title within 'My activities' section. Click start, you can now view all the documents relevant to that opportunity.

## **4. Register Intent**

- 4.1. Tenderers are able to click on "Register Intent" which will inform the Council of your intention to respond to this opportunity.
- 4.2. 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 'No longer wish to respond' to decline the opportunity.

## **5. Response Wizard**

- 5.1. After registering intent, Tenderers may then proceed to respond to the on-line questions.
- 5.2. To start the response Tenderers are required to click 'Start My Response'.

## **6. Selection of Service Lots**

- 6.1. Please refer to pages 13 and 14 for Guidance in Respect of Lots.
- 6.2. Tenderers must ensure that the correct selection of lots has been made before they submit their response.

## **7. Confidentiality**

- 7.1. This Tender process, including all documentation, must be treated as private and confidential. Tenderers must not disclose the fact that they have been invited to complete a Tender or release its details other than on an 'In Confidence' basis to those whom they need to consult for the purpose of preparing the Tender response, such as professional advisors or partner organisations for joint applications or consortia partners.
- 7.2. The Tender shall not be canvassed for acceptance or discussed with the media, any other Organisation, member/officer of Dorset Council, or their representatives.

## 8. Preparation of Tender

- 8.1. 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 sole discretion, of the Council be given to all Tenderers.
- 8.2. Tenderers must obtain for themselves all information necessary for the preparation of their Tender response and all costs, expenses and liabilities incurred by the Tenderer in connection with the preparation and submission of the Tender shall be borne by the Tenderer, whether or not their bid is successful. Tenderers are responsible for ensuring that their submitted price offer is an accurate calculation.
- 8.3. It is the Tenderers responsibility to ensure that they obtain the legal and specialist advice required to ensure they submit a compliant and complete Tender response and will be deemed by the Council to have done so.
- 8.4. 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.
- 8.5. 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.
- 8.6. Responses to each Tender question should be written concisely and clearly answering the question posed in English.
- 8.7. It is the Tenderers responsibility to ensure that their answers are responded directly to the questions. The Council will not evaluate any response or documentation submitted elsewhere by Tenderers in the e-tender system; only answered responses made direct to question placed will be evaluated.

## 9. Communication

- 9.1. All contact during this procurement should be submitted in writing through the e-tender system.
- 9.2. Tenderers should seek to clarify any points of doubt or difficulty via the e-tender system within 8 working days before the closing date of the Tender (**ending 12:00 noon on 27 March 2023**), to enable 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.
- 9.3. 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 potentially commercially sensitive information.

## 10. Price Schedule

- 10.1. The Council requires Tenderers to complete and upload the Pricing Schedule (Appendix D), where requested to do so within the e-tender system.

## 11. Other Documents or Supporting Evidence

- 11.1. 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.

## 12. Submission of Tender

- 12.1. Tenderers are required to submit their Tender within the e-tender system **by 9am on 6 April 2023**.
- 12.2. Tenderers are advised to allow sufficient time to complete questions and upload documentation to the e-tender system, where requested to do so.

- 12.3. **It is the Tenderer's responsibility to ensure that the Tender is submitted within the e-tender system by the closing date and time.**
- 12.4. **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 bid.
- 12.5. **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 bid.
- 12.6. **Late Tender Submissions:** Tenders received after the closing date will not be considered.
- 12.7. The Council is under no obligation to consider partial or qualified submissions.
- 12.8. 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.

### 13. Award Process

*In this section "Regulation" or "Regulations" means The Public Contract Regulations 2015.*

- 13.1. The Council anticipates making an award for the Framework Agreement within 30 days of the closing date for the submission of tenders. The Council may, if necessary, at its discretion, extend the period for completing the award process.
  - 13.1.1. Tenderers should note that the Council reserves the right to terminate this tender procedure without any decision to award.
- 13.2. The decision to award will be on the basis of the criteria as specified in this Procurement Document and in accordance with the Regulations.
- 13.3. Once the Council has decided on the award of the Contract all Tenderer(s) will receive an award decision notice in writing pursuant to Regulation 55.
- 13.4. The Council will apply a 10-day standstill period in accordance with Regulation 87.
- 13.5. The standstill period applies from the date the Council issues, by electronic means, to all Tenderer(s) the award decision notice which will set out:
  - 13.5.1. the criteria for the award of the contract;
  - 13.5.2. the reasons for the decision including the characteristics and relative advantages of the successful tenderer(s) and the scores of the addressees' tender and the winning tender(s);
  - 13.5.3. a precise statement of when the standstill period is expected to end.
- 13.6. The purpose of the standstill period is to enable Tenderers to review and digest the decision, and if required to seek further debrief material. Such requests should be made via the e-tender system.
- 13.7. The Council has a duty to comply with the Regulations and the enforcement of an actionable breach of this duty shall be through High Court proceedings in accordance with Regulation 91. Chapter 6 – Regulations 88 to 104 further refers.
  - 13.7.1. If court proceedings are not commenced during the standstill period, the Council will enter into the contract at the end of the standstill period.
  - 13.7.2. If court proceedings are commenced during the standstill period, the contract-making shall automatically be suspended in accordance with Regulation 95.
  - 13.7.3. Legal communication in respect of a challenge to an award decision shall be addressed to the Head of Legal Services, Dorset Council, County Hall, Colliton Park, Dorchester, DT1 1XJ.
- 13.8. Upon the Council giving notice of acceptance of the Tender and award, the Framework Agreement shall be deemed entered into and become legally binding on the successful Tenderer and the Council. The

Tenderer shall, upon request of the Council, execute the formal Agreement in the form contained in this Tender document which will include details of the Tender as accepted.

- 13.8.1. Tenderers must not undertake work without written notification as referred to in tender condition 13.8 that they have been awarded the Agreement and are required to start work.
- 13.9. Tenderers should also note that, should they be successful, the Council reserves the right to terminate the Framework Agreement, forthwith by notice under this tender condition 13.9, if at any time it is discovered that the Tenderer made any material misrepresentation and/or failed to notify the Council of any material changes in relation to the information provided in their Tender submission.

#### 14. Whistleblowing Policy and Procedure

- 14.1. This policy describes the Council's commitment to supporting and protecting whistleblowers. It not only applies to council employees but also applies to supplies.
- 14.2. For details of the policy:  
<https://moderngov.dorsetcouncil.gov.uk/ecCatDisplay.aspx?sch=doc&cat=13280>

## Evaluation and Award

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### 1 Evaluation

- 1.1 Evaluations will be undertaken by officers of the Council who will follow a systematic and comprehensive process in accordance with the Council's procedures.
- 1.2 Tenders will be evaluated to find the most suitable Tenderers who can meet the Specification and provide competitiveness of price.
- 1.3 A maximum of four providers shall be admitted to the Framework, comprising: face to face service only (maximum of 1 provider); digital service only (maximum of 1 provider) and dual face to face and digital service (up to 2 providers). Submitted Tender responses will be evaluated by officers of the Council using the award criteria and weightings.

### 2 Award Criteria and Weightings

- 2.1 Tenderer's completion of the On-Line Questions will give the award score in terms of Quality. Such questions shall include, but are not limited to, questions in relation to company policies, accreditations and memberships, and specific questions to technical abilities in terms of contract delivery / performance in relation to the goods and services being tendered.
- 2.2 Tenderer's completion of the Price Schedule will give the award score in terms of Price.

AWARD CRITERIA & WEIGHTINGS	
Price	60%
Quality	35%
Social Value	5%



Evaluation Scoring

The on-line questions within the e-tender system must be completed by Tenderers and where requested to do so, Tenderers must attach required documentation.

**Quality Scoring and Social Value Scoring**

Where responses to questions are to be scored, the following are applied by Evaluators against Tenderer's submitted responses: -

*5 - Excellent*

Comprehensive and detailed response that provides high levels of confidence that the required service and delivery will be achieved. Demonstrates excellent understanding of the specification and contract requirements.

*3 - Good*

Response addresses key issues and is adequately developed. Provides good levels of confidence that the required service and delivery will be achieved. Demonstrates good understanding of the specification and contract requirements.

*1 - Basic*

Response addresses a limited range of issues and is basically developed. Provides only limited levels of confidence that the required service and delivery will be achieved. Demonstrates only a basic understanding of the specification and contract requirements.

*0 - Unacceptable*

No response or response fails to address issues and is poorly developed. Provides little or no confidence that the required service and delivery will be achieved. Demonstrates little or no understanding of the specification and contract requirements.

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

**Minimum Evaluation Score**

Where any evaluation question has a minimum score threshold for award, Tenderers must achieve the relevant minimum score threshold stated in respect of each and every one of the relevant questions. This would be evaluation panel's average score as the result of the evaluation process. **The Council shall reject Tenders that do not meet one or more of the minimum score thresholds.**

Example

*Each of the questions below have a minimum **average** score set of 1 – Basic. If Tenderer is scored 0 – Unacceptable against any one of these questions, then the Council will reject their Tender as they have not the minimum score threshold of 1 – Basic.*

Question No	Question Weighting %	Minimum Score
1	25%	1 - Basic

	<table><tr><td>2</td><td>25%</td><td>1 - Basic</td></tr><tr><td>3</td><td>25%</td><td>1 - Basic</td></tr><tr><td>4</td><td>25%</td><td>1 - Basic</td></tr></table>	2	25%	1 - Basic	3	25%	1 - Basic	4	25%	1 - Basic
2	25%	1 - Basic								
3	25%	1 - Basic								
4	25%	1 - Basic								
	<p><b>Pass / Fail:</b> Where sections or questions have the criteria as a Pass or Fail, it will be clearly stated as such. Section or questions scored as a Fail will result in the Tender being disqualified.</p> <p><b>Price Evaluations:</b> The scoring is carried out within an Excel spreadsheet outside of the e-tender system.</p> <p>The equations used outside of the system to reach the score between 0 – 5 are as follows: (for purposes of explanation, the outcome of each calculation is show below as sum A, sum B, etc.</p> <p><u>Stage 1</u> All price bids are compared against lowest bid to reach percentage difference from lowest bid. <i>Equation: (price bid – lowest bid) / lowest bid * 100 = Sum A</i></p> <p><u>Stage 2</u> Sum A is then shown as % different from 100. <i>Equation: 100 – Sum A = Sum B</i></p> <p><u>Stage 3</u> Sum B is then divided by 100 to show it as a figure <i>Equation: Sum B / 100 = Sum C</i></p> <p><u>Stage 4</u> Sum C is then multiplied by the maximum score of 5 to reach the final score <i>Equation: Sum C * 5</i></p> <p>The final score is then entered into the Score Card and will be within 2 x decimal places, e.g., 3.50. No minus scores can be entered into the Score Card therefore any minus scores will be entered as 0.</p>									
Evaluation Weightings	<p>Within a Score Card all weightings are allowed a maximum of 100 and based on percentages. This applies to a single weighting of an overall question template, section or question.</p> <p><i>For example:</i> Score Card with four sections Four sections totalling 25 points each = 100 for the whole evaluation Each question in a section totalling 20 points each = 100 for that section</p> <p>An evaluation has a maximum score of 5. The evaluation is based on the average score to reach the % out of 100. Examples: An average score of 5 would attain 100%; an average score of 1 would attain 20%.</p>									

	When evaluating weightings are applied first to the questions, and then the results of those weightings are applied to those of the sections. If scored 100% for the questions in a section, that result would be multiplied against the section's weight. So, 100% of a section with a weight of 100 would be 100% of the evaluation – however, 100% of a section with a weight of 10 would only account for 10% of the evaluation in relative terms.
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### 3 Award of Call off Contracts

- 3.1 Award of call off contracts from the Framework Agreement shall be proffered to end user's choice. Service users shall access the Service through the Council's LiveWell Dorset Service and shall choose the weight management service provider of their choice as part of the weight management pathway.
- 3.2 The Provider shall supply unique referral codes to be distributed by email or text to eligible individuals. The referral code will be presented by the client when they first access weight management provision.

### 4 Financial Evaluation

- 4.1 The extent of the Financial Evaluation will depend on the value and strategic importance of the contract, whether a Public Contract or individual Call-Off Contracts from a Framework Agreement. The objectives of undertaking a Tenderer's financial assessment as part of a procurement exercise are to:
- Assess the risk to public sector business and/or public money which would result if a Tenderer bidding for a contract were to go out of business, or have inadequate financial resources to perform the contract; and
  - When justified, eliminate from the procurement any Tenderer whose current financial capacity would pose an unacceptable risk to business and/or public money.
- 4.2 Financial evaluation will be a combination of both financial and non-financial factors and will consider:
- Applicant Acceptability - status of a Tenderer in relation to the requirements of Regulation 57 and 58 of the Public Contracts Regulations 2015.
- 4.3 Economic and Financial Standing
- 4.4 A Tender will be deemed to be a higher risk if the Tenderer appears to be an unrealistic candidate where the contract value represents a disproportionate volume of the Tenderer's business taking into account the nature, timescales, value and risk of the contract.
- 4.5 The review of the financial health of a Tenderer may include, but not be limited to, the following checks:
- General review of Financial Statements.
  - Review of ratios as appropriate, such as the areas of Financial Structure (such as liquidity and gearing), Operating Performance (such as efficiency, profitability, and working capital), and Investment.
  - A credit rating check.
  - Review for unusual accounting policies
  - Review for major business restructuring.
  - Review of Audit Opinion.
- 4.6 It is emphasised that financial standing is only a part of the overall selection criteria.

**5 Procurement Timetable**

- 5.1 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
7 March 2023	Tender published
27 March 2023 (12:00 noon)	Deadline to submit requests for clarification
6 April 2023 (9 am)	Closing date for Tender submissions
6 April to 19 April 2023	Evaluation period
24 April 2023	Provisional award(s) decision and Notification
24 April to 4 May 2023	10-day standstill period
5 May 2023	Formal award(s) decision and Notification
01 July 2023	Contract start

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## Guidance in Respect of Lots

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### 1 Evaluation of Lots

1.1 This procurement procedure is for the following Lots; therefore, Tenders will be evaluated per Lot.

- Lot 1 – Face to face service only
- Lot 2 – Digital service only
- Lot 3 – Dual service face to face and digital service.

### 2 Selection of Lot Templates

2.1 Tenderers are required to opt-in to the Lot that is of most interest to them **and only for one Lot out of the three lots.**

**For example:**

There may be more than one template referring to Lot 1 therefore the Tenderer, if interested in Lot 1, is required to opt-in to each of these templates in order to access the on-line questions applicable to that particular Lot and all such templates that form the Tender for Lot 1.

If not interested in Lot 1 then opt-out would be the correct selection; by opting-out the Tenderer is not submitting an Offer for that Lot and is removing themselves from Lot 1.

- 2.2 Refer to the Lot Templates Table overleaf to understand which evaluation templates are within the Tender and which hold the on-line questions that must be answered per Lot:
- 2.3 Tenderers are strongly advised to refer to the Lot Templates Table to ensure that they opt-in to all the templates relevant to the Lot they are interested in and do not opt-out of any in error. (An opt-out action equates to self-removal of the Tender from that Lot). The e-tender system provides Tenderer's with the ability to opt-in and opt-out of templates up until the Tenderer submits their Tender; Tenderer's are unable to do this once they have submitted.
- 2.4 The correct selection is the responsibility of the Tenderer and the Council is unable to rectify any opt-outs made in error nor can accept Offers subsequent to any opt-outs made in error.

## Lot Templates Table

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**Key:**

✓ = template is applicable to that Lot

✗ = template is not applicable to that Lot

All Template questions are on-line therefore requiring a response

LOT	Standard Selection Questionnaire (SQ)	Part 3 – Standard Selection Questionnaire – Open Procedure	Lot 1 – Face to face service only	Lot 2 – Digital support	Lot 3 – Dual face to face and Digital service
1	✓	✓	✓	✗	✗
2	✓	✓	✗	✓	✗
3	✓	✓	✗	✗	✓

## Documentation

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

LOCATION OF DOCUMENT	DOCUMENT TITLE	COMPLETE AND UPLOAD
Advert / EOI	Procurement Document ( <i>this document</i> )	✗
Advert / EOI	Appendix A – Service Specification	✗
Advert / EOI	Appendix D – Pricing Schedule – Lot 1	✓
Advert / EOI	Appendix D – Pricing Schedule – Lot 2	✓
Advert / EOI	Appendix D – Pricing Schedule – Lot 3	✓
Advert / EOI	Appendix J – DBS checks - forms	✗
Advert / EOI	Framework Agreement and Call-Off Terms and Conditions	✗

## Disclaimer

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The information in this document does not purport to be comprehensive. It has not been independently verified. It is not intended to provide the basis of any investment decision and should not be considered as a recommendation by Dorset Council nor as an invitation to negotiate.

The Council does not accept any qualifications or additions to invitations to tender except those raised and responded to in the clarification stage or where a response to a question is requested. The Council will not accept any amendments or alterations to the Terms and Conditions raised before, during or after the tender submission.

Any errors in this procurement document shall not invalidate the Tender procedure nor release any Tenderer from any obligation under a Contract. Errors or omissions corrected by the Council that affect the contract shall be made by agreement.

The Council reserves the right to change the Tender procedure without prior notice and to terminate discussions and the delivery of information at any time before the signing of any contract.