

Invitation to Tender (ITT)
for the supply and delivery of:

**Provision of a Social Care Service in
Prisons:**

**HMP Ashfield
HMP Eastwood Park
HMP Leyhill**

KE101

SCHEDULE 1

GUIDANCE AND INSTRUCTIONS

This Invitation to Tender sets out the Council's requirements, and explains how to submit a compliant bid for the contract, and how the Council will choose its suppliers from the bids submitted.

This Invitation to Tender is made up of the following:

- Tender information
- Schedule 1: Guidance and Instructions
- Schedule 2: Specification
- Schedule 3: Supplier Selection Questionnaire (Part 1, 2 & 3) & Technical Questions (Part 4) including declaration
- Schedule 4: Pricing Schedule
- Appendix A Form of Tender
- Appendix B Non collusion certificate

Please read the Tender Information and each Schedule carefully to make sure you understand and meet the requirements before submitting your bid before the deadline. You can ask questions via the Portal if you have any further queries during the process - instructions on how to submit clarifications questions are contained in 2.2 of this Schedule.

SCHEDULE 1: GUIDANCE AND INSTRUCTIONS

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3. DEFINITIONS OF TERMS USED

1 Instructions for Tenderers

- 1.1. These Instructions to Tenderers together with the Specification, the Conditions of Contract, the Tender and the acceptance thereof shall constitute the whole agreement between the Council and the Tenderer.
- 1.2. Tenderers must comply with these instructions.
- 1.3. Any tender not complying in any particular may be rejected by the Council whose decision in the matter shall be final. By inviting you to tender and/or including you on a list of selected candidates the Council makes no representations whatsoever regarding your financial stability, technical competence or ability in any way to carry out the services.
- 1.4 The Council intends to award any Contract based on the most economically advantageous offer.
- 1.5 The Council does not bind itself to accept the lowest price or any tender.
- 1.6 The Council may in its absolute discretion withdraw this invitation to tender at any stage.
- 1.7 The Council has made every effort to ensure the completeness and accuracy of information provided in this ITT. Tenderers should notify the Council without delay regarding any perceived ambiguity, inconsistency or omission in relation to the information in this ITT, any of its associated documents and/or any other information issued to them during the procurement process. Tenderers must satisfy themselves as to the accuracy and completeness of the supply requirement information contained in this ITT during the period between its selection as the successful Supplier and the signature of the contract and be able to confirm its ability to deliver to the required quality accordingly.
- 1.8 The requirements set out in this ITT may vary over the course of the contract term and may increase or decrease according to the needs of the Council and the individuals receiving a service, or as a result of changes to legislation.
- 1.9 Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. No responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any tenderer of such information.
- 1.10 The Council shall not be responsible for any costs, expenses or losses which may be incurred by any Tenderer in the preparation of, or otherwise in connection with the tender.
- 1.11 Tenderers must comply with these instructions. Any tender not complying in any particular may be rejected by the Council whose decision in the matter shall be final.

2.1 Guidance on completing your tender

- 2.1.1 In order to submit a compliant tender, suppliers are required to complete and return all required questions/documents. Failure to do so may result in your application being disqualified. A checklist is provided in 2.5.5.
- 2.1.2 When answering, if a question does not apply to you please write N/A; if you don't know the answer please write N/K. Remember you can contact the Council for advice on how to complete the tender – see the guidance on Clarification Questions at 2.2 below.
- 2.1.3 When you are required to provide some documents/forms/evidence, please attach them on the Portal. Make sure you clearly refer back to the corresponding question, using the numbering format set out in this ITT. Failure to provide relevant information in a clear and concise manner may adversely affect the evaluation mark.
- 2.1.4 The Council will only accept tenders based on the requirements, variant bids will not be considered.

2.2 Clarification Questions

- 2.2.1 If you have any questions about the tender documents, the procurement or completing the forms, you should submit them through the e-tendering portal as soon as possible, and before the deadline for final clarification questions. The anonymised question and the Council's responses will be published on the portal for all bidders to read. This is to ensure fairness and transparency during the process.
- 2.2.2 Please note that queries cannot be accepted verbally nor will any queries be answered verbally.

2.3 Confidentiality and Related Matters

- 2.3.1 Invitations to tender and details of the project must be treated as private and confidential, save to the extent allowed by the Council as part of the tendering process.
- 2.3.2 The Council shall be free to disclose any information prepared by the Council in connection with this tender to any person.
- 2.3.3 During the tender evaluation process the Council shall treat all information which a Tenderer properly identifies as commercially sensitive information as confidential.

- 2.3.4 Following the evaluation and award of the Contract, the Council will continue to honour confidentiality of information provided by Tenderers where this is consistent with its obligations under the Freedom of Information Act 2000. Tenderers must recognise that it is the Council's aim (consistent with the principles of the Act) to make available to the public as much information as possible about its contracting arrangements subject also to having regard to the legitimate commercial interest of Tenderers. Only information which is genuinely confidential or commercially sensitive shall be protected from disclosure. Note in particular that in order to comply with government requirements the Council may publish information about the contract including (but not limited to) these invitation to tender documents, the terms of the agreement, the contract value and duration, the contractor's contact details and payments made to the contractor under the contract.
- 2.3.5 The Council cannot accept any request for provisions in the Contract which seeks to identify as confidential information which is not strictly confidential in nature. The Council will not hold information "in confidence" where it is not in fact confidential information.
- 2.3.6 Any request made by a third party to the Tenderer to disclose information relating to this tender shall be referred immediately to the Council. The Contractor shall not disclose any information themselves.
- 2.3.7 The successful Tenderer should be aware that following the award of the Contract, the Council shall make the final Contract details publicly available, subject to excluding those elements which are genuinely identified as confidential or commercially sensitive. The Council shall seek to agree with the successful tendered the nature of the information to be so protected.

2.4 Workforce and Related matters

- 2.4.1 The Council has included obligations within the specification and contract conditions relating to workforce matters, including the potential transfer of staff.
- 2.4.2 These obligations require a supplier to protect terms and conditions (including pensions) of transferring staff, Service providers will be required to take account of these obligations in preparing their tender and negotiating the contract. Full details may be provided on request to the authority.
- 2.4.3 The Council will require the Supplier to apply (and demonstrate that it has followed) the Principles of Good Employment Practice or any other subsequent Code of Practice or any applicable regulatory or legal requirements when employing new staff.

2.5 Submitting your Tender

- 2.5.1 Tenders must be submitted strictly in accordance with the instructions.
- 2.5.2 Tenders submitted not strictly in accordance with these instructions may not be accepted for consideration. The decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. If a tender is excluded from further consideration the Tenderer concerned will be notified.

- 2.5.3 In submitting a Tender, Tenderers accept that:
- (a) the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken by them
 - (b) they are prepared to attend at the Council, before its officers, members, or both, in order to be interviewed and/or make a presentation
- 2.5.4 This tender is being conducted electronically through the “**Supplying The South West**” e-tendering portal (www.supplyingthesouthwest.org.uk). Tenders **MUST** be submitted electronically via the e-tendering portal. All required documents must be returned as electronic attachments to your submission via the portal.
- 2.5.5 Returned Tenders must include:
- Schedule 3: Tender Application form including;
- Supplier Selection Questionnaire (Part 1, 2 & 3)
 - Supplier Response (Part 4)
- Schedule 4: Pricing Schedule
- Appendix A: Form of Tender
- Appendix B: Conflict of Interests, Canvassing & Collusive Tendering & Equalities
- 2.5.6 The Council reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.
- 2.5.7 Tenders must not be qualified, conditional, or accompanied by statements which could be construed as rendering them equivocal and/or placing them on a different footing to those of other Tenderers.
- 2.5.8 If Tenderers have difficulties using the e-tendering portal itself, they can contact the portal’s supplier helpdesk on 01670 597 136, email swsupport@due-north.com. The helpdesk is operated by Due North and is open 08:30 -17:00 Monday to Friday. Detailed supplier guidance documents are available on the portal itself and these should be consulted in the first instance.
- 2.5.9 Where Tenderers have any questions about the Specifications or other Contract Documentation these should be submitted through the Question and Answer facility on the e-tendering portal as soon as possible, and in all events in-line with the timetable at 2.10. If no questions are raised in connection with the contract documents prior to submitting the tender, the tenderer will be taken to have accepted these in the form as issued by the Council and no negotiation will be entered into after the tender return date.

- 2.5.10 It is the Tenderer's responsibility to examine the Specification and to obtain all information and carry out all inspections necessary for the completion of the tender and to satisfy themselves on all matters pertaining to the submission of a tender and the performance of the contract. Tenderers will be deemed to have done so and to have satisfied themselves before tendering as to the correctness and sufficiency of their tender to cover all their obligations under the contract and for all matters and things necessary for the proper performance of the contract.
- 2.5.11 Information supplied by the Council (whether in these tender documents or otherwise) is supplied for general guidance in the preparation of tenders. Tenderers must satisfy themselves by their own inspection and investigation with regard to the accuracy of any such information and no responsibility is accepted by the Council for any inaccuracies, or for any loss or damage of whatever kind or howsoever arising from the use by any Tenderer of such information.
- 2.5.12 No servant or agent of the Council (other than the Director of Children, Adults and Health or such other person authorised by him/her) has authority to vary or waive compliance with any part of the tender documents or the contract.
- 2.5.13 The Council reserves the right to make changes of a drafting nature to the contract documentation which shall be accepted by the successful Provider without reservation. Any such changes that are made during the tender period will be communicated to all interested suppliers via the portal.
- 2.5.14 **Tenders must be submitted electronically via the e-tendering portal.** All required documents (see above) must be returned as electronic attachments to your submission via the portal.
- 2.5.15 No tender documents should be sent in any other form or by any other means of delivery unless specifically requested elsewhere in these instructions.
- 2.5.16 **Tenders must be submitted no later than 12:00 noon on 22/08/2019,** which is the date fixed for the submission of tenders. Tenderers must familiarise themselves with the operation of the portal and allow sufficient time for the uploading of required documents. Tenders submitted after the deadline will not be accepted.
- 2.5.17 The tender shall be submitted on the basis that it shall remain in force for a minimum of six months from the date fixed for the submission of tenders. If the Council does not accept the tender within this time then the tender shall be deemed to be withdrawn.
- 2.5.18 Any Tenderer who directly or indirectly canvasses any member or officer of the Council concerning the award of the contract or who obtains or attempts to obtain information from any such member or officer concerning any other tender or proposed tender for the contract shall be disqualified from having their tender considered.

2.5.19 Tenders shall only be submitted on the basis that they are bona fide competitive tenders. The Council shall have the power to cancel the Contract and to recover from the appointed Contractor the amount of any loss arising from the cancellation if the Contractor:

- (a) shall have offered or given or agreed to give any member or officer of the Council any gift or consideration of any kind as an inducement or bribe to influence its decision in the tendering procedure; or
- (b) shall have communicated to any person other than the Council the amount or approximate amount of the proposed tender (other than in confidence in the circumstances and to the persons described in Section 2 above); or
- (c) shall have entered into any agreement or arrangement with any person as to the amount of any proposed tender or that that person shall refrain from tendering.

2.5.20 Tenders must be exclusive of Value Added Tax (VAT)

2.6 Evaluation of Tenders

2.6.1 The contract will be awarded on the basis of the most economically advantageous tender to the Council and tenders will be evaluated accordingly. The factors which will be utilised in this assessment are a combination of price and quality:

Price	40%
Total Quality	60%
Total	100%

2.6.2 The Total Quality section will be assessed through a technical experience, Technical Quality Questionnaire, Customer References, weighted according to the below table:

Quality Management, Business Continuity, Technical experience, quality & social value	42%
References	0
Case Study 1	6%
Case Study 2	6%
Case Study 3	6%
TOTAL	60%

2.6.3 The flowchart below demonstrates the order of evaluation, with elimination at each stage if a tender is non-compliant or fails.

- 2.6.4 Tenders will be evaluated in a staged order, as set out above, with a process of elimination if a tender is non-compliant or fails at any stage. In this event, the supplier will be notified of the reasons for elimination and the remainder of a supplier's tender will not be marked.

Checks if all sections completed as required



Parts 2 & 3 – Exclusion / Discretionary Exclusion Grounds



Total Technical, Quality & Social Value Evaluation



Pricing Schedule Evaluation



Customer References (Possible Exclusion)



Supplier presentations or clarifications meetings and these may also result in the initial scores being moderated.

- 2.6.5 During the evaluation of submitted tenders the Council reserves the right to meet tenderers in person. The Council also reserves the right to refer to Tenderers for correction or clarification of any omission, error or ambiguity contained in the tender provided that such correction or clarification does not have the effect of producing a revised or new tender.
- 2.6.6 Part 2 & Part 3 is pass/fail. Part 4 technical quality and product quality scores will be weighted according to the table (see 2.6) and added together with the weighted pricing score to produce a final score out of 1000. The preferred supplier is the highest scoring compliant tender.

2.7 Evaluation Criteria

Part 1, Part 2 & Part 3: Suitability Assessment (Pass / Fail)

Tenders which fail any part of Part 2, Section 2 or Part 3 will be eliminated and not scored any further.

Evaluation Criteria		Weighting	Notes
Part 1 – Section 1	Potential Supplier Information	Not scored	This section must be completed by all tenderers. It captures key information about the organisation submitting the tender.
Part 2 – Section 2	Grounds for mandatory exclusion	Pass/Fail	This section will exclude any tenderers who are not eligible to contract with the Council. For example, due to convictions for offences such as bribery, corruption, conspiracy, terrorism, fraud and money laundering etc.
Part 2 – Section 3	Grounds for Discretionary Exclusion	Pass/Fail	The Authority reserves the right to use its discretion to exclude any supplier who answers 'Yes' to any question in section 3
Part 3 – Section 4 & Section 5	Economic and Financial Standing	Pass/ Fail	<p>This section is to consider the financial capacity and stability of a potential supplier in order to evaluate the risk to public money of a supplier going out of business during the contract or having inadequate resources to perform the contract.</p> <p>Following this assessment, the Council reserves the right to exclude from this tender process any organisation deemed to be financially unsuitable to deliver the contract requirements.</p> <p>The Council will also undertake periodic reviews of suppliers' financial standing during the contract term.</p> <p>The council may use a credit check and the 2 years of audited accounts supplied by the Tenderer.</p>
Part 3 – Section 6	Technical & professional ability	Not scored	This section must be completed by all tenderers. It captures key information about the experience of the organisation submitting the tender. Please note that although this question is not scored, Q11 in part 4 is scored and refers to this section.
Part 3 – Section 7	Modern Slavery Act	Not scored	This section must be completed by all tenderers.

Part 3 – Section 8 8.1	Insurance	Pass/Fail	Organisations are required to have minimum levels of insurance to deliver this contract.
Part 3 – Section 8 8.2 – 8.4	Equalities, Environmental Management and Health & Safety	Pass / Fail	This section assesses compliance with the Equality Act 2010, supporting the Council's commitment to the environment and the Health & Safety at Work Act 1974.
Part 3 – Section 8 8.5	Project Specific Questions – Grounds for Exclusion	Pass / Fail	This section must be completed by all tenderers. It captures key information regulated services. The Authority will exclude any supplier who answers 'NO' to any of the following questions: 8.5.1, 8.5.9, 8.5.10 & 8.5.11, 8.5.12 & 8.5.13, 8.5.14.
Appendix A	Acceptance of Requirements and Terms & Conditions (Form of Tender)	Pass/Fail	Tenderers should state whether they can and will comply with the attached Schedules, including the Specification requirements and the Terms and Conditions of Contract.
Appendix B	Conflict of Interests, Canvassing & Collusive Tendering & Equalities	Pass/Fail	This section must be completed by all tenderers.

In line with the Public Contracts Regulations 2015 (PCR 2015) evidence will only be sought from the preferred supplier.

Part 4 Technical Questions: Award Criteria

The 'Notes' column is provided only as a guide of what your response could cover – it is not comprehensive and not a guarantee of high scoring.

Evaluation Criteria		Question Weighting	Notes
Part 4	Technical Quality		
9	Quality Management	1%	Demonstrate your commitment to quality management.
10	Business Continuity	1%	Demonstrate your ability to continue to deliver services in the event of foreseeable or unexpected identified issues or circumstances.
11 - 21	Relevant Experience Technical ability & quality	34%	Demonstrate your ability to meet the contract requirements, implementation and quality of service.
22	Social Value	6%	Demonstrate how the service and your organisation will work towards achieving the council's social value aims.
23	Case Study 1	6%	Demonstrate understanding of the service
	Case Study 2	6%	Demonstrate understanding of the service
	Case Study 3	6%	Demonstrate understanding of the service
	References	0%	Any reference that is scored as poor/inadequate in any question may fail to meet the required quality threshold and may result in disqualification.
	Interview	0%	Supplier presentations or clarifications meetings and these may also result in the initial scores being moderated.
	Total Quality	60%	
	Price	40%	
	Total Quality + Price = 100%	100%	

2.7.1 Where applicable, sub-criteria are indicated in the relevant part of the tender documentation.

2.8 Scoring Methodology

2.8.1 Quality responses will be evaluated using the scoring mechanism set out below, and weighted according to their assigned weighting in the above table.

2.8.2 The Council reserve the right to disqualify any tender that fails to satisfy the quality threshold (see 2.8.3) for any specific criterion even if it scores relatively well against all other criteria.

2.8.3 Any response to any individual question which is scored at a figure that is than 1 or less for that question will fail to meet the required quality threshold and may be disqualified. Should a total of 5 or more responses to any individual question score 2 or less, this may also fail to meet the required quality threshold and may result in disqualification. Feedback will be given in the event that clause 2.8.3 is applied.

2.8.4 Section B Technical questions & references will be scored by an Evaluation Panel with marks shown as in 2.6.2.

Outstanding 4	For an exemplary, comprehensive, fully compliant solution or statement or efficient, fast and cost effective service delivery. The approach addresses the professionalism required and forms an integral part of the company's working procedure. It covers all the main topic areas identified and includes improved service levels. These statements or solutions would realise an improvement in services currently delivered to the Council.
Good 3	There is substantial evidence that the method statement/response or solution is part of their working practice. The response covers the main issues and provides additional information or expertise relating to the topic. These statements/responses or solutions if implemented would realise added value or improved service delivery to the Council.
Adequate 2	Information has been provided and generally covers the standard requirements identified within the tender. This statement/response or solution does not improve service levels or performance to those currently being delivered.
Poor 1	The statements/responses or solutions are incomplete, irrelevant or fail to reach the minimum quality standards for service delivery. There would be concerns / serious concerns if these statements formed part of our contract working procedures or practices.
Not provided 0	No statements/responses submitted.

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- 2.8.5 Following desktop evaluation of submitted tenders the organisations who receive the top 5 scores and who are not subject to any grounds for exclusion will be invited to interview and give a presentation. Supplier presentations or clarifications meetings may result in the initial scores being moderated.
- 2.8.6 All the scores from the tender, presentations and clarifications will be combined to produce a final score and the Supplier with the best overall score shall be identified. Notes shall be kept of the reasons for score moderation.
- 2.8.7 Tenderers are reminded of their right to ask for further information regarding the Council's decision.

2.9 Customer Satisfaction Evaluation

- 2.9.1 For the Customer Satisfaction criterion, references will be sought from the tenderer's existing clients in order to assess customer satisfaction and performance.
- 2.9.2 Tenderers are required to provide a full list of their current or recent (in the last 3 years) public sector customers.
- 2.9.3 From this customer list, the Council will choose all or 3 customers at random.
- 2.9.4 We will contact those customers directly asking if they are prepared to act as a reference. Where a reference is not possible within time-scales, we will move onto a different customer. We will check that the customers questioned have direct experience and contact with the relevant suppliers. **Tenderers must ensure that they have checked that any potential referee is available and willing to provide a reference within the timescales.**
- 2.9.5 Customers will be asked the same questions as follows:

- Type of service, contract value, commencement date and period of contract?

Over the period of your contract, how do you rate the supplier named above on the following aspects of their service to you??

- Knowledge of issues relating to the provision of social care to offenders in a prison or a custodial setting
- Accessibility to service to users including response times and staff availability
- Quality of information provision to service users & funding authority
- Management competency in relation to flexibility and rapidity of response

- Management competency in relation to management of the service and staff
- Management competency in relation to implementing and monitoring procedures
- Relationship with Prisons Staff, Healthcare Staff and the funding authority throughout the duration of the contract
- Standard of record keeping, including financial keeping
 - Handling of Complaints
 - Results/Assessment of any service user feedback you have undertaken
 - Approach to partnership working
 - How likely are you to recommend an extension to your current contract (if it were possible)

2.9.6 Any reference that is scored as poor/inadequate in any question may fail to meet the required quality threshold and may result in disqualification.

2.10 Timetable

2.10.1 The first four dates and the final 2 dates in the following timetable are firm. The other dates are current best estimates.

OJEU Notice sent for publication	19/07/2019
ITT documentation available online at www.supplyingthesouthwest.org.uk	23/07/2019
Deadline for supplier clarification questions	15/08/2018
Deadline for supplier tender submissions	22/08/2019
Council evaluation of tender submissions	22/08/2019 – 30/08/2019
Gathering and Scoring of Customer References	22/08/2019 - 30/08/2019
Interviews / Presentations / Presentation of samples	w/c 09/09/2019
Council internal sign-off	13/09/2019 – 03/10/2019
Announce intention to award contract	03/10/2019
Award contract (following 10 day standstill period)	14/10/2019
Signing of contracts	14/10/2019
Implementation period	14/10/2019 – 31/01/2020
Commencement of Service	01/02/2020
Completion of contract delivery	31/01/2023 or 31/01/2025

NB: The Council reserves the right to meet with potential suppliers, if this does take place it will be w/c 09/09/2019.

- 2.10.2 An evaluation report will be produced by the procurer/tender panel and recommendation made to award to the winning Supplier.
- 2.10.3 The approval of the award will be made by the appropriate Council representative, usually the budget holder for the project.

2.11 Award of contract

- 2.11.1 The Council shall issue to all tenderers, a notice of its intention to award the contract, identifying the criteria for the award and the name of the preferred supplier. Where a scoring system has been used the respective scores of the recipient and the successful tenderer will be provided. No acceptance of tender will take place for a period of not less than ten days following the issue of this notice.
- 2.11.2 Tenderers undertake that, (in the event of the tender being accepted by the Council) within fourteen days of being called upon so to do they will execute a formal agreement in the terms set out in the contract documentation. Until such a formal agreement is executed this tender together with the written acceptance of it shall form a binding agreement. NB No such letters of acceptance shall be issued where there are still issues outstanding relating to the contract.
- 2.11.3 No acceptance of tender is of contractual effect unless under the hand of the Director of Children, Adults and Health or such other person authorised by him/her). The decision of the Council shall be final.
- 2.11.4 Any resulting contract will consist of:
- The Service Specification
 - The Pricing Schedule
 - The Terms and Conditions of Contract
 - Your full Tender submission (Supplier Selection Questionnaire & appendices), including the signed Form of Tender
- 2.11.5 The contract will be subject to English Law.

Once the Contract award process is completed the Council will debrief all Suppliers.

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

The successful Supplier 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 Suppliers 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 Suppliers 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 Supplier, 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 generally starts on the date of the notification letter (except where the letter is issued late in the day or on a weekend). The letter will advise the date the standstill elapses.

Suppliers should submit a request for further information in writing within 2 calendar days of the date of the notification letter. The Council must give its debriefing at least three working days before the end of the standstill period. A debrief requested outside of the Alcatel period or after the first 2 calendar days must be responded to by the Council within 15 days after the date of the request.

The Council will be careful not to disclose confidential information of the successful Suppliers 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.

2.12 Ownership of Documents

2.12.1 The Tender Documents submitted by the Tenderer are and shall remain the property of the Council.

3 DEFINITIONS OF TERMS USED

In this Invitation to Tender the following words and expressions shall have the following meanings set out below:

“Clarification Period”	The time during which clarifications associated with the ITT or any support documentation may be sought via the Procontract portal
“Commencement Date”	The date when the contract commences
“Contract”	The contract for the provision of Goods & Services, which will be awarded to a successful Tenderer
“Council”	South Gloucestershire Council
“Council’s Nominated Officer”	The officer who is nominated as the Council’s key point of contact for both suppliers and Unit managers, for all matters relating to the delivery of this contract including performance and contract review. Some of these tasks may be shared with a deputy or contract manager, and exact roles and responsibilities will be agreed with the successful supplier(s).
“Goods / Services”	The provision of Care & Support Services to the standards as set out in the Specification

“ITT”	Invitation to Tender
“KPIs”	Key Performance Indicators
“OJEU”	Official Journal of the European Union
“Pricing Schedule”	List of products and indicative volumes which Tenderers are required to price as part of the Tender
“Procontract”	the Councils e-procurement system / portal
“Specification”	the Council’s specific requirements for the delivery of this contract
“Supplier”	Person or entity that is providing the goods or services
“Tender”	A completed and signed Form of Tender, together with all completed schedules and information requested by the Council and submitted by a Tenderer, which make up a bid to compete for the relevant contract(s)
“Tender Documents”	All documents and Schedules in this ITT
“Tenderer”	Any applicant/supplier who submits a Tender to bid for the contract