

**LONDON BOROUGH OF BROMLEY**

**PEOPLE SERVICES – ADULT CARE & HEALTH**

**INSTRUCTIONS & INVITATION TO TENDER**

**FOR THE PROVISION OF**

**DOMICILIARY CARE SERVICES**

**(PATCH REPLENISHMENT)**

**INSTRUCTION & INVITATION TO TENDER**

**Part I**

Invitation and Instruction to Tender

**Part II**

Stage 1 – Selection Questionnaire (SQ)

**Part III**

Stage 2 – Award Criteria

**Part IV** (not contained within this document)

Appended supporting documents:

* Specification, Schedules and Appendices
* Contract Documents
* Selection Questionnaire Response Document
* Procurement Questions Document (For Stage 2 – Award Criteria)
* Form of Tender
* Certificate of Non-Canvassing & Non-Collusion
* Pricing Document (including assumptions and supporting documents)

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| **Tenderers must ensure the accuracy and completeness of ALL information and attachments provided before submission. The Council may seek further clarification on any relevant points but is not obliged to do so.****your submission is your responsibility!** |

**PROVISION OF DOMICILIARY CARE SERVICES**

**PART I – INVITATION TO TENDER**

# INTRODUCTION AND OVERVIEW OF SERVICES

## The Mayor and Burgesses of the London Borough of Bromley (‘the Council’) is inviting tenders for the provision of Patch Providers for Domiciliary Care Services.

## The Council will be using a two-stage tender process consisting of:

* Stage 1 – Selection Questionnaire (SQ)
* Stage 2 – Invitation to Tender

**The documents provided relate to both stages of the tender process and Tenderers are required to complete both Stage 1 and Stage 2 documents and submit them together via Pro-Contract in accordance with the instructions set out in this document.**

## The Council is conducting this procurement under the ‘Light Touch Regime’ for social and specific services, as set out in Schedule 3 and Section 7 (Regulations 74 to 77) of the Public Contract Regulations. The Council does not propose to deviate from the Regulations and will use a process similar to the Open Procedure but may include some flexibility as allowed for under the Light Touch Regime.

## The Council is seeking bids from Tenderers who are suitably qualified and experienced Providers and have the capacity to manage the Service as set out in these Tender Documents. An Executive decision requires that **all Providers must have a recent/or latest CQC rating of Good at the time of bid submission**. All providers that fall below a ‘Good’ rating, such as ‘Requires Improvement’ or ‘Inadequate’ are not eligible to apply and any bid submission will be discarded.

## This introduction provides background information for Tenderers on the Council’s strategic objectives for the replenishment of the Patch Provider Domiciliary Care Service due to commence in July 2024, and the Council’s legal responsibilities under the Care Act 2014.

**REPLENISHMENT OF THE CURRENT DOMICILIARY CARE PROVISION**

## The Council provides approximately 15,000 planned hours of Standard Domiciliary Care per weekand spends around £16,000,000 per annum providing these services to adult residents of Bromley. A detailed breakdown is included with the Tender Documents and Tenderers should note the information contained within this document.

1.7 The council successfully appointed 8 Patch providers to deliver Domiciliary Care to residents in 2021. The contract period was for five years with one three-year extension (5+3) thus a whole life contract of eight (8) years. However, the council now has a requirement to replenish the Central Patch, as well as create a framework of reserve providers should additional Patches need replenishment for a potential period of 5 years. The central patch is estimated to have a value of £3mill per year shared between two patch providers accepting a joint 60-70% of the total demand. Please see the document entitled “Central Patch Demand” for further details.

1.8 The council is now publishing this Invitation to Tender for:

i. The Central Patch provider and

ii. A reserve provider framework, of up to four (4) providers for the eventuality that the council is required to replenish any other patches during the next five years.

1.9 These arrangements will complement the contracts that are currently in place. The primary aim of this procurement is to ensure that the provider that chose to opt out of the arrangements is replaced (Central Patch) whilst developing a framework of up to 4 other providers that could deliver the hours in any of the other Patches, should a termination notice be given by either the current provider or the council (the latter where there is a breach of contract). It is important to note that the need to call off the framework in the future is not guaranteed and is subject to the need. If an award of contract is granted the provider will be required to adopt the same Contract, Specification and Pricing methodology that is currently in place for the Patch providers.

1.10 For the avoidance of doubt, there is currently only one Patch contract available/vacant (Central Patch). The new provider will work alongside the remaining Patch Provider. The tender will conclude on the tender evaluation scores, and these will be presented in descending order; resulting in the Provider that scores the highest score achieving first place. This first placed Provider will be awarded the Central Patch contract. The Providers that score second, third, fourth and fifth highest will be ranked accordingly and form the reserve framework. Should the need arise to replenish any Patch later or during the procurement, the providers that are ranked 2nd to 5th following the tender will be offered the vacant Patch in order of rank/position and will share the Patch with the other remaining (where applicable) providers. Where more than one Patch becomes available the same process will be applied resulting in the remaining highest ranked provider (who do not already have a Patch contract) being offered the opportunity.

1.11 Providers must commit to preserving the contract price that they have submitted for the duration of the framework. Please note each annual uplift will be applied to these submitted prices.

1.12 If the need to allocate a contract for a vacant Patch place arises, Providers must demonstrate that they comply with the key contractual requirements as set out in the ITT. Assurance will be sought before a call off contract is activated. Failure to provide assurance will result in the next provider on the ranked list being offered the opportunity to deliver a service. Equally, where a Provider does not wish to deliver a service in a vacant Patch, they will reserve the right to do so, resulting in the next ranked provider being offered the opportunity. We envisage that it is possible that the providers with the lowest scores (that have still attained a position 2-5) may still have the opportunity to deliver a service, but we cannot guarantee the award of any new contracts.

## The Council is **NOT** proposing to move any packages of care away from current Providers at the commencement of this framework.

**LEGAL RESPONSIBILITY**

## The Care Act 2014 places a duty on the Council to strengthen the rights of Service Users and their Carers by introducing a national eligibility criterion for community care services. Additionally, the Children Act 1989 and the Children & Families Act 2014 places an emphasis on supporting children and young people with additional needs.

## The statutory principle of individual wellbeing underpins the Care Act and is the driving force behind statutory assessments and support planning as well as the development of social care markets.

## The Council and its strategic partners must take positive steps to prevent, reduce or delay the need for complex care and support for all local people.

**STRATEGIC OBJECTIVES FOR FUTURE SERVICES**

## The formation of this Patch Provider model was part of a strategic change in the way the Council delivers domiciliary care. The new model of support placed more emphasis on how Domiciliary Care services supports Service Users to maintain or increase their independence which will have a positive impact on their health and wellbeing. The following elements were be included in the model:

* **Standard Domiciliary Care for Adults and Older People**This is defined at people requiring assisted care to meet their care needs to remain at home.
* **Discharge to Assess (D2A) Services**
The aim of this service is to facilitate a speedy return home from hospital by providing a domiciliary package of care for up to six (6) weeks to enable a full assessment of needs to take place with the home environment.
* **Children and Young People**
Enabling Domiciliary Care that is part of a wider plan to enable the Child or Young Person to maintain and learn personal care to increase their independence.
* **Palliative and End of Life Care**
Includes a range of care such as double handed, continuing chronic care needs where intensive care is required and may at time include Continuing Health Care (CHC), Continuing Care (CC) & NHS Funded Nursing Care (FNC).

## To support these objectives the Council awarded Lead Patch Provider Contracts with the borough divided into four (4) geographical locations with three (3) Lead Providers in the East locality, two (2) Lead Providers appointed to the Central and West localities, and one (1) Lead Provider in the South locality. The wards for each zone of the Lead Patch Provider Framework are set out below:

|  |  |  |  |
| --- | --- | --- | --- |
|  Central | East | South | West |
| 2 Providers | **3 Providers** | **1 Provider** | **2 Providers** |
| Mottingham & Chislehurst North | Cray Valley West | Darwin | Crystal Palace |
| Chislehurst | Cray Valley East | Biggin Hill | Penge & Cator Park |
| Plaistow & Sunbridge | Petts Wood & Knoll |  | Shortlands |
| Bromley Town | Farnborough & Crofton |  | West Wickham |
| Bickley | Orpington |  | Hayes & Coney Hall |
| Bromley Common & Keston | Chelsfield & Pratts Bottom |  | Crock House |
| Central Zone |  |  | Kelsey & Eden Park |

## The recommended 3,000 hours cap applies to the Provider’s Registered Office as a whole and includes ALL Domiciliary Care delivered from the same site, including other Local Authority, NHS and Private Clients.

**Estimated weekly hours for each Patch and Service Type: (based on data on 25th March 2024)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  **Central** | **East** | **South** | **West** |
| Adults Domiciliary Care | 4000 | 4,300 | 760 | 4500 |
| Children & Young People’s Domiciliary Care | varies | varies | varies | varies |
| Discharge to Assess (D2A) | 460 | 570 | 70 | 420 |

 \*At the time of tender the number of CYP packages stands at 99 with a cost of £2mill pa.

**Numbers of Packages of Care FY2023/24 (All existing, new, open and closed packages in 2023/24) \* please note the contract year is 28Aug-27Aug each year and below represents the financial year.**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Central** | **East** | **South** | **West** |
| Adults Domiciliary Care | 2370 | 1897 | 268 | 2054 |
| Discharge to Assess (D2A) | 612 | 462 | 72  | 503 |
| **Total** | **3982** | **2359** | **340** | **2557**  |

## The method under which the Council will issue a Request for Services is set out in the Contract and Service Specification and Tenderers must note the process for allocating package requests.

**KEY CONTRACTUAL REQUIREMENTS**

## The Council will only place new Packages of Care with Providers with a CQC rating of ‘*Good*’ or above at the commencement of this contract/agreement. If a Provider receives a rating of ‘*Requires Improvement*’ or ‘*Inadequate*’ during the term of this Framework, the Council will work with the Provider to help them achieve a ‘*Good*’ or above in accordance with the process set out in the Service Specification.

## In this Lead Patch Provider Model, should a Lead Patch Provider receive a rating of ‘*Requires Improvement*’ during the Contract Period, this Provider will not receive any referrals until they are ‘*Good*’ or above and the Council reserves the right to suspend allocation of any packages to this Patch Provider. Additionally, if there is a cost benefit, the Council will reserve the right to use the other arrangements in place of the suspended Patch Provider. In the unlikely event that *all* Patch Providers appointed to one (1) locality receive a rating of ‘*Requires Improvement’* rating, the Council reserves the right to use the Framework in place of the suspended Patch Providers.

## It is an expectation that any bidder will maintain an office, registered and rated with the CQC, within practical travelling distance of the The London Borough of Bromley’s Offices at: Stockwell Close, Bromley. Postcode, BR1 3UH.

## As the Council has outlined in 1.15, the Council will only place Packages of Care where are Provider is rated as ‘Good’ or greater by the CQC. It is therefore a requirement of this tender opportunity that **all bidding Providers MUST have a current CQC rating of ‘Good’ or above**.

## **PROCUREMENT E-TENDERING PORTAL**

## The tender process will be run electronically using the ProContract (also known as Proactis) e-tendering tool. Tenderers shall ensure they adhere to the instructions for submitting their tender contained in this document and the help guidance notes provided by ProContract.

## Any correspondence issued by the Council to Tenderers via ProContract will be sent to the person who is the named registered person on the portal. It is Tenderers’ responsibility to ensure they maintain and update their registration with ProContract in order to receive any communication from the Council.

## **IT IS THE BIDDERS RESPONSIBILITY TO MANAGE THEIR OWN POTRAL ACCOUNT, ACCESSING MESSAGES AND RESPONDING TO THIS TENDER**

## If a potential Tenderer has expressed an interest in this procurement opportunity but does not wish to submit a bid, they should ‘Opt Out’ on ProContract and ensure any documents downloaded are destroyed in accordance with the instructions set out in this document. Under no circumstances should the documentation be passed on to a third party without the consent of the Council.

**TENDER SUBMISSION**

## Providers with an interest in providing the Services as detailed in the Tender Documents shall ensure their tenders fully address the information requested within these Instructions and Invitation to Tender Document. Additional technical and descriptive information may be included by Tenderers submitting a response. If there is any doubt about the relevance of providing information, it is advised to include rather than omit that information.

## The fully completed Tender Documents must be submitted via ProContract no later than **12.00 noon on 3rd May 2024**, or any revised date if such is granted under paragraph 3.16.

# INTERPRETATION

## Terms in this Invitation to Tender have the same meanings as specified in the definition section of the Framework Agreement and Call-Off Contract that form part of the Procurement Documents.

## Any reference to a Tenderer includes any person employed by the Tenderer or acting on its behalf (whether with or without the Tenderer’s knowledge).

# LEGAL AND CONTRACTING ARRANGEMENTS

## Information supplied by the Council or by any person on behalf of the Council as part of the procurement process is supplied in good faith, but no representation is given to its accuracy, completeness or sufficiency Tenderers should carry out their own due diligence checks to verify the accuracy of any information provided and to assess the extent of the risks for which they are to assume responsibility in relation to this procurement process and under the terms of the Contract. No responsibility is accepted for any loss or damage, of whatever kind or howsoever caused, arising from the use by Tenderers of such information.

## This Invitation to Tender does not purport to contain all the information that a Tenderer may require and each Tenderer should carry out its own enquiries and/or undertake its own due diligence exercise to satisfy itself that it can fully respond to the questions raised in this Invitation to Tender and at any stage during the procurement process, and that it has sufficient resources to meet the requirements of the Contract.

## No reliance may be placed on any information or statement contained in this Invitation to Tender and no representation or warranty, express or implied, is or will be made in relation to such information.

## Tenderers must note that any volumes of work the availability of hours within each patch area, or the percentage split across individual care elements quoted by the Council in the Tender Documents are indicative,subject to change and the Council does not offer any guarantee expressed or implied on the actual availability of hours throughout the either Framework or Contract Period.

## Tenderers must ensure that they are fully familiar with the nature and extent of the obligations as set out in the Tender Documents and Specification that they will be expected to undertake if their bid is accepted.

## Tenderers must ensure that all information supplied to the Council in support of their Tender response is accurate to the best of their knowledge at the time of submitting their bid. The Council may seek further clarification on any relevant points but is not obliged to do so.

## Tenderers shall note the nature of the transparency commitments for tenders and contracts and the scope of the Council’s ability to withhold material. Disclosable material is not different to that currently disclosable under Freedom of Information legislation but Tenderers must understand the limitations on Freedom of Information exemptions for confidentiality and commercially sensitive information.

## **Tenderers are requested to clearly identify any documents they consider to be commercially sensitive even after the conclusion of the Tender and shall indicate the period of which such sensitivity or confidentiality applies.**

## The Service to be provided as a result of this procurement will be subject to all Data Protection Legislation.

## Every Tender response received by the Council shall be deemed to be subject to the terms of this Invitation to Tender document, which form part of the Procurement Documents.

## The Procurement Documents supplied to Tenderers through the [London Tenders Portal](http://www.LondonTenders.org) known as [ProContract](http://www.londontenders.org) are and shall remain the Intellectual Property of the Council. If no tender response is submitted, any documents downloaded must be deleted.

## The Council may reproduce the whole or any portion of submitted tender responses for the purpose of evaluation.

## The Council will not be responsible, nor will they pay, for any expense or loss which may be incurred by Tenderers in the preparation of their Tender, or any other aspect of the tender process.

## Where a Tender is being submitted by a Consortium, while the Council does not stipulate the form any business relationship between those submitting such a Tender or proposal, it reserves the right to consider the formality and details of the relationship as part of its evaluation process.

## The Council does not have a preference for the business model used to deliver this Service; however, if more than one organisation is involved in a submission, this must be clearly stated within the Tender Documentation submitted and **all** Consortium or Partnership members are required to complete the full Selection Questionnaire individually and submit these together as a single submission via the leading consortium member.

## A completed Part 1 and Part 2 declaration is also required of any organisation that potential bidders rely on to meet the selection criteria. These could be parent companies, affiliates, associates or essential sub-contractors.

## The Council may, at its absolute discretion, extend the closing date and time by amending the information on [ProContract](http://www.londontenders.org). Prospective Tenderers will receive notification of the change of return date and time. Unless any such extension has been granted, Tenders submitted after the return date and time will not be considered.

## Tenderers are not permitted to make any public announcement about this procurement during the tender process without prior written approval from the Council.

## The Council may, at its sole discretion, terminate the tendering procedure at any time. If such action is taken, prospective Tenderers will be notified via ProContract.

## Tenderers should ensure that their Tender remains open for acceptance for a period of six (6) months from the submission date.

## The Council is not bound to make any award of Contract. It may award Framework Agreements to the Most Economically Advantageous offer(s) and does not bind itself to accept the lowest offer(s).

# CONTRACT PERIOD

## The Central Patch contract and reserve framework will commence on approximately **11th July 2024** for an initial period of **five (5) years**.

## The Contracts may be extended as set out in the Framework Contract and as further provided for in the Public Contract Regulations 2015 (Regulation 72).

# COMMUNICATION

## Tenderers are required to direct all queries regarding the procurement process, Selection Questionnaire and Tender Documentation through ProContract using the ‘Message’ function as directed in the [Supplier Guide](http://www.bromley.gov.uk/download/downloads/id/3287/instructions_for_tenderers_on_how_to_use_procontract.pdf) on the [London Tenders Portal](http://www.LondonTenders.org). The Council will not respond to any clarification questions received by any other method or in any other format.

## If Tenderers have queries regarding the ProContract Tenders Portal, they shall note the information contained in the [help guides](https://supplierhelp.due-north.com/ProContract%20Version3%20Help.html?HowtoGuides.html) contained within the Portal or contact Proactis at procontractsuppliers@proactis.com

**Please note:** The Technical Support Team at ProContract will not be able to answer any Tender specific questions. These should be raised with the Council in accordance with Paragraph 5.1 above.

## In order to treat all potential bidders fairly, Tenderers are requested not to sign or include any identifying marks on their queries / clarifications as these and the Council’s responses may be made available to other Tenderers via ProContract.

## No verbal clarifications will be given. Unauthorised communication with Council staff may lead to disqualification of the Tender.

**THE COUNCIL WILL NOT RESPOND TO ANY**

**DIRECT COMMUNICATIONS OUTSIDE OF THE LONDON TENDERS PORTAL**

## The Council will endeavour to answer all enquiries relating to the procurement process and received through Pro-Contract up to and including **12 noon on 5th April 2021**. This will allow the Council to respond to the queries in advance of the Tender return date.

# AMENDMENTS TO PROCUREMENT DOCUMENTS

## The Council reserves the right to make changes to the Tender Documents as required. In the event that changes are required they will be uploaded to ProContract by the Council and notification will be sent to all prospective Tenderers that the document has been amended and the nature of the amendment.

## If a prospective Tenderer makes any amendments to their submitted Tender using the ‘Editing Tender Response’ functionality on ProContract as directed in the [Supplier Guide](http://www.bromley.gov.uk/download/downloads/id/3287/instructions_for_tenderers_on_how_to_use_procontract.pdf) on the Portal, this must be uploaded to ProContract before the due date and time. Revised Tenders will not be accepted if submitted once this date and time has passed.

## Tenderers are requested not to make any changes or deletions to the Tender Documents including the cover pages. Any changes or deletions made to the Tender Documents will be disregarded and will not form part of the Contract.

## Tenderers will be informed by the Council of any mathematical errors found in the examination of the submitted bid. The Tenderer may then:

### Confirm submitted prices without amendment; or,

### Withdraw the Tender; or,

### Amend the Tender to correct any genuine arithmetic error apparent on the face of the document, providing that in this case, apart from these genuine errors no other adjustment, revision or qualification is made; or,

### Take action as directed by the Council in applicable circumstances as otherwise provided for in Clause 56(4) of the Public Contract Regulations 2015.

# REJECTION OF TENDERS

## The Council may reject a Tender if any of the following occur:

### The Selection Questionnaire and / or Tender is qualified **IN ANY WAY**; unless the qualification has been previously agreed with the Council;

### The Selection Questionnaire and / or Tender response is not submitted in accordance with the instructions set out in this document or if **anything is omitted or incorrectly completed**;

### The Selection Questionnaire and / or Tender response is not submitted on the forms provided or in the format requested;

### The Tenderer acts in any way improperly, including but not limited to canvassing, price fixing or inducements (which relate to offences under the Bribery Act 2010, Section 117 of the Local Government Act 1972 or any future legislation);

### The Tenderer alters or seeks to alter the Selection Questionnaire and or Tender Documents in any way or misrepresents itself in terms of any previous information provided.

# RESPONSE METHOD

## London Borough of Bromley does not have a preference for the model used to deliver this service. However, if more than one (1) organisation is involved in a submission, this shall be stated clearly within the Selection Questionnaire and Tender documentation submitted.

## Partnership / Consortium bids will be accepted; however, **all** Consortium Members are required to complete the full Selection Questionnaire (SQ) individually and submit these together as a single submission via a leading consortium member.

## Tenderers are requested to use plain English and avoid using abbreviations or acronyms when submitting their responses.

## Tenderers should be explicit and comprehensive in their responses to this Tender as this will be the source of information on which responses will be evaluated and scored.

## Tenderers are advised neither to make any assumptions about their past or current supplier relationships with the Council nor to assume that such prior business relationships will be taken into account in the evaluation procedure.

## Tenders will be evaluated in two stages, and Tenderers must submit responses to both Stages 1 and 2 in their submission. On conclusion of the evaluation the successful and unsuccessful Tenderers will be notified.

**FOR THE AVOIDANCE OF DOUBT**

**BIDDERS ARE REQUIRED TO COMPLETE AND SUBMIT BOTH THE SELECTION QUESTIONNAIRE AND PROCUREMENT QUESTIONS**

## Stage 1 will be evaluated on the basis of responses to the ‘Procurement Response – Stage 1’ document, which includes the Selection Questionnaire and questions on potential tenderers suitability and past performance.

## Tenders will be evaluated at Stage 2 based on **60% Price** and **40% Quality**. Questions relating to how a Tenderer might perform the Services required are contained in the ‘Procurement Response’ document.

## Tenderers must submit all documentation electronically through ProContract using the Tender Respond Wizard directed in the ‘Submitting the Tender Response’ section of the [Supplier Guide](http://www.bromley.gov.uk/download/downloads/id/3287/instructions_for_tenderers_on_how_to_use_procontract.pdf) on the London Tenders Portal.

**TENDERERS SHALL ENSURE THAT ALL QUESTIONS ARE COMPLETED. FAILURE TO COMPLETE A QUESTION MAY RESULT IN THE EXCLUSION OF YOUR SUBMISSION FROM CONSIDERATION**

## Documents submitted through ProContract will be deemed to have been signed electronically within the meaning of the Electronic Communications Act 2000.

## The following Tender Documents shall be completed and signed as indicated and submitted as part of the Tender response through ProContract.

### **Form of Tender**

### **Pricing Schedule**

### **Two (2) years audited accounts** – Tenderers **must** provide two (2) years audited accounts (or alternative proof of financial standing as set out in Section 4 of the Selection Questionnaire). The Council may seek independent financial and market advice to validate information declared or to assist in the evaluation and reserves the right to reject any submission where the organisation is shown to be in a poor financial position.

Status Enquiry Form – Tenderers are required to complete, sign and return the attached Status Enquiry Form. The Council may obtain a bank reference at a later date.

## Where indicated, the documents in 8.11 above shall be signedwhere the Tenderer is:

### An individual sole trader, by that individual sole trader;

### A partnership, by two (2) duly authorised partners;

### A company, by two (2) directors or director and the secretary of the company, such persons being duly authorised for that purpose;

### A charity or voluntary organisation, by two (2) duly authorised representatives of that organisation;

### Consortium, by two (2) authorised organisation representatives, with the Lead Organisation noted as the first signatory; or,

### Where two (2) or more organisations bid as a consortium with the intention that should their joint bid be accepted, they may be requested to incorporate all or part of their undertakings into a newly incorporated entity in order to deliver the goods/services required by the Council. Any newly incorporated entity will be deemed to be bound by the terms of the tender as if it had submitted it in its own name.

## Any documents that require a signature can be submitted in the following manner:

### By inserting a scanned signature onto the documents and submitting them through ProContract as part of the Tender response.

### By printing off the documents, signing them and then scanning the signed form and adding this as an attachment to the submitted Tender response through ProContract

# TENDER STAGES

## The Council is conducting this procurement opportunity using a **Two (2) Stage Restricted Procedure** in accordance with the requirements of the Public Contract Regulations 2015 (SI2015/102).

## Potential Tenderers must complete **BOTH** the **Selection Questionnaire** and **Procurement Response Document** and submit their response and any required supporting documents via ProContract in accordance with the instructions set out in this Invitation to Tender.

## **Stage 1: Selection Questionnaire (‘SQ’):**

### The Council will establish a shortlist of Providers based on the response to the Selection Questionnaire and CQC Office, that will be evaluated at Stage 2 of the procurement process in accordance with Clause 65(1) of the Public Contract Regulations 2015;

### The Selection Questionnaire will assess Tenderers previous experience, existing capacity, compliance with relevant legislation and their ability to demonstrate that there are no formal grounds for exclusion;

### Tenderers must complete all the relevant Selection Questionnaire questions, as directed in Part II of this Invitation to Tender;

### Tenderers should ensure that they meet the obligations in regard to self-certification, financial standing and references;

### The Council will evaluate submitted Selection Questionnaires and Tenderers will need to satisfy the requirements of Stage 1 in order to proceed to Stage 2. If a Tenderer does not meet the minimum requirements of Stage 1, its Stage 2 submission will not be evaluated.

## **Stage** **2: Award Criteria**

### Following the Council’s evaluation of submitted Selection Questionnaires, the Tenderers selected to go through to Stage 2 in accordance with 9.3, will be evaluated in accordance with the evaluation criteria and methodology set out in Part III of this Instruction and Invitation to Tender.

## **Stage 3: Award of Contract(s)**

### The final phase of the procurement process will involve the formal award of Contracts(s) and undertaking the necessary preparation for the mobilisation and commencement of the Contracts(s).

### Once the Council has evaluated the submitted Tenders in accordance with the Instructions set out in Part III of this document, it will advise the successful Tenderers for each locality that they have been successful and proposes to enter into a contract following completion of the Standstill Period as set out in 9.5.3 below.

### Unsuccessful bidders will be notified via ProContract and the Council will implement the required Standstill Period after contract award and prior to Contract signatures.

# CONFIDENTALITY

## The documents referred to within this Invitation to Tender document and any other documentation issued by the Council relating to the Service shall be treated by Tenderers as confidential and for use only in connection with this tender opportunity and any resulting Framework Agreements, and shall not be disclosed in whole or in part without the prior written consent of the Council.

# EVALUATION OF TENDERS

## Tenders will be evaluated in accordance with the stated criteria set out in Parts II and III of this Invitation to Tender document.

## The Council will form an Evaluation Panel which will consist of relevant Council Officers, who may make use of professional advisors to inform their scoring should they consider this appropriate. It is likely that the Evaluation Panel will be made up of Officers from:

* Commissioning Services;
* Care Management;
* Quality and Contract Compliance;
* Information Governance;
* Finance.

## The Council will evaluate submitted bids in line with the Chartered Institute of Public Finance and Accountancy (CIPFA) model as described in their Standing Guide to the Commissioning of Local Authority Services.

## In line with the principles set out in the Public Contract Regulations 2015, and in particular paragraphs 56, 57 and 68, the Council may take in to account other costs as appropriate to establish the Most Economically Advantageous Tender (‘MEAT’) received. In establishing these costs, the Council uses, as appropriate, Guidance Documents and Practice Notes issued by the Chartered Institute of Public Finance and Accountancy, and in particular and where relevant, ‘The Standing Guide to the Commissioning of Local Authority Works and Services’ in the completion of its evaluation procedure and processes.

# INDICATIVE TIMETABLE

## Submissions shall be made in accordance with this Invitation to Tender and received by the Council through ProContract no later than the date specified in paragraph 12.2 below or any revised date if such is granted under paragraph 3.17.

## The indicative timetable for this procurement process is set out in Table A below:

**Table A – Indicative Timetable**

|  |  |
| --- | --- |
| Documents made available from | **Wednesday, 3rd April 2024** |
| Closing date for clarification questions | **Noon, Tuesday 23rd April 2024** |
| Closing date for return of Tenders | **Noon, Friday 3rd May 2024** |
| Anticipated Award date | **11th July 2024**  |
| Contract Mobilisation | **Late July 2024** |
| Contract Commencement Date  | **August 2024** |

## The Council reserves the right to alter or amend the Tender Timetable in line with the Public Contract Regulations 2015.

**PART II -****SELECTION QUESTIONNAIRE (SQ)**

**POTENTIAL SUPPLIER INFORMATION & EXCLUSION GROUNDS: PART 1 & PART 2**

# INTRODUCTION TO STAGE 1: SELECTION QUESTIONNAIRES (SQs)

## The Public Contracts Regulations 2015 contain requirements incorporating the Lord Young Reforms relating to the use of Selection Questionnaires. These reforms require that where a Selection Questionnaire is used for contracts valued above the relevant thresholds for any public sector procurement opportunity, the Crown Commercial Services (CCS) standardised Selection Questionnaire shall be used.

## The standard Selection Questionnaire is a self-declaration, made by Tenderers (the potential supplier), that they do not meet any of the grounds for exclusion[[1]](#footnote-2). If there are grounds for exclusion, there is an opportunity to explain the background and any measures that have taken to rectify the situation (known as ‘self-cleaning’).

## A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusion grounds. Consequently, the Council requires all the organisations that the Tenderer will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example, these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

## When completed, this form must be returned in the manner stated in the Invitation to Tender (‘ITT’) document, along with the selection information requested in the procurement documentation. Alternatively a Tenderer can submit the completed Exclusion Grounds of the [EU ESPD](https://ec.europa.eu/tools/espd) (Part III) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation.

**Supplier Selection Questions: Part 3**

## The Tender Documents will provide instructions on the selection questions Tenderers need to respond to and how to submit those responses. If a Tenderer is bidding on behalf of a group (consortium / partnership) or intend to use sub-contractors, the Tenderer should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

## If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay, the Council reserves the right to amend the contract award decision and award to the next compliant bidder.

**Notes for completion**

## The ‘Council’ means the Contracting Authority, or anyone acting on behalf of the Contracting Authority, that is seeking to invite suitable candidates to participate in this procurement process.

## ‘Tenderer’ refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term ‘potential tenderer’ is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the ‘Regulations’ or PCR21015) and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

## The Council recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the Council immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The Council will make a revised assessment of the submission based on the updated information.

## For Part 1 and Part 2 of the Selection Questionnaire: every organisation that is being relied on to meet the selection must complete and submit the self-declaration.

## For Part 3, if a Tenderer is bidding on behalf of a group, for example, a consortium or partnership, or they intend to use sub-contractors, the Tenderer should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

## The Council confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

## All Tenderers are required to fully complete all sections of the Selection Questionnaire contained within the ‘Selection Questionnaire’ and upload this as an attachment via [ProContract](http://www.londontenders.org).

# SELF-CERTIFICATION

## In response to the Selection Questionnaire, Tenderers may choose to self-certify information. Where they choose to do so, evidence of any matter relating to a Tenderers decision to self-certify will be required to be submitted to the Council within one (1) week of the request, to ensure the proper conduct of the procedure in accordance with Regulation 59(8) of the Public Contracts Regulations 2015.

**FOR THE AVOIDANCE OF DOUBT**

**FAILURE TO SUBMIT INFORMATION BY THE COUNCIL’S STATED DEADLINE
MAY RESULT IN THE EXCLUSION OF YOUR SUBMISSION FROM CONSIDERATION**

## The Council may, as necessary and appropriate, request further evidence prior to contact award or revisit such evidence in line with the Council’s due diligence processes at any stage of the procurement process and ensuing contract to the extent provided for in the Public Contracts Regulations 2015.

## Information which Tenderers may wish to self-certify relates to:

* Copies of Certificates of Insurance;
* Equal Opportunities Policy;
* Environmental Management Policy;
* Health & Safety Policy.

## The Council will undertake due diligence assessments of evidence provided relating to matters arising from a Tenderer’s decision to self-certify information at Stage 1 – Selection Questionnaire

# FINANCIAL STANDING

## Tenderers must provide **two (2)** years audited accounts ***or*** the alternative methods set out in Section 4 of the Selection Questionnaire to demonstrate potential Tenderers financial standing.

15.2 **The Council requires that all Tenderers have a current annual turnover of at least £3,000,000 (twice the anticipated contract value) directly related to the provision of domiciliary care services.**

## The Council may seek independent financial and market advice to validate information declared or to assist in the evaluation and reserves the right to reject any submission where the organisation is shown to be in a poor financial position.

# REFEREES

## Contract award will be subject to satisfactory references and Certificates of Past Performance as stated in Section 6. “Technical & Professional Ability” of the Selection Questionnaire and Associated Appendixes (attached), which includes the requirement to provide details of **three (3)** contacts of reference (excluding the London Borough of Bromley) or, if this is not possible, a five hundred (500) word description of services/works delivered which must be relevant to the Council’s requirement. The Council reserves the right to contact and / or visit referees at point during the tender process to inform their evaluation.

**FOR THE AVOIDANCE OF DOUBT**

**THE COUNCIL WILL NOT ACCEPT REFERENCES**

**FROM OR ON BEHALF OF PRIVATE CLIENTS**

## In accordance with 20.3, the Council reserves the right to assess the contractual past performance of any participating bidder at any stage of the procurement process in line with Crown Commercial Services Procurement Policy Note – “Taking Account of Suppliers Past Performance “(Action Note 04/15, 25th March 2015).

## The Council reserves the right to exclude Tenderers from the tendering process or disqualify a Tender they have shown significant or persistent deficiencies in the performance of a substantive requirement under:

* A prior public contract; or,
* A prior contract with a contracting entity; or,
* A prior concession Contract.

Which in the case of any of the above has led to the early termination of that prior contract, damages or other comparable sanctions or consequences.

# INSTRUCTIONS FOR COMPLETING STAGE 1 SELECTION QUESTIONNAIRE

## Tenderers must complete the the Selection Questionnaire, and together with any supporting documentation must be uploaded to ProContract as attachments using the Tender Response Wizard directed in the [Supplier Guide](http://www.bromley.gov.uk/download/downloads/id/3287/instructions_for_tenderers_on_how_to_use_procontract.pdf) on the London Tenders Portal. Tenderers must ensure that **all** questions are completed.

## The Council reserves the right to undertake detailed financial checks on potential Tenderers and a report from the Council’s business/credit analysts may be obtained as part of the Council’s financial assessment of risk. The information requested will be used to assess whether an organisation has sufficient financial standing and capacity, and is a sufficiently low risk, to undertake the service.

# EVALUATION AND SCORING OF THE SELECTION QUESTIONNAIRE

## Core questions in the Selection Questionnaire will be evaluated on a pass / fail basis as set out in Table B ‘Evaluation Methodology for Core Questions in the Selection Questionnaire’ below.

**Table B –** Evaluation Methodology for Core Questions in the Selection Questionnaire

|  |  |  |
| --- | --- | --- |
| **Part** | **Section** | **Pass/Fail or % of score** |
| **1** | 1. Potential Supplier Information | Not scored but must be completed |
| **2** | 2. Grounds for mandatory exclusion | Pass/Fail |
| 3. Grounds for discretionary exclusion | Pass/Fail |
| **3** | 4. Economic and Financial Standing | Pass/Fail |
| 5. Group Details (if applicable) | Pass/Fail |
| 6. Technical and Professional Ability | Pass/Fail |
| 7. Modern Slavery Act 2015 | Pass/Fail |
| 8. Additional Questions | Pass/Fail |
|  | 9. Declaration | Must be completed and signed |

## Tenderers are required to fully complete all sections of the Selection Questionnaire incorporating any additional questions.

## In order for a Tenderer’s Stage 2 submission to be considered and evaluated, Tenderers must achieve a ‘Pass’ in all questions identified as have an evaluation methodology of Pass / Fail;

**FOR THE AVOIDANCE OF DOUBT**

**A FAILURE TO MEET THE MINIMUM SCORING THRESHOLD WILL RESULT IN THE EXCLUSION OF YOUR SUBMISSION FROM CONSIDERATION**

## On satisfactory conclusion of the evaluation the successful and unsuccessful Tenderers will be notified in accordance with the Public Contract Regulations 2015.

## Unsuccessful Tenderers will be provided with evaluation information within the appropriate regulatory guidance and may request further feedback on why their response was unsuccessful.

# TIMELINE FOR SUBMISSION OF COMPLETED QUESTIONNAIRES

## Completed Selection Questionnaires and associated documents must be completed and submitted via ProContract no later than 12 noon on **Friday 3rd May 2024** in accordance with the indicative timeline set out in Table A at paragraph 12.2.

## If a Tenderers has any queries relating to the Tender, they should submit their questions through ProContract as set out in paragraph 5. All queries should be made no later than 12 noon on **Tuesday 23rd April 2024.**

## Failure to submit information by the Council’s stated deadline may result in exclusion of a Candidates submission from consideration.

## **TENDERERS ARE REQUESTED TO ENSURE THEY COMMENCE UPLOADING THEIR TENDER SUBMISSION ENSURING SUFFICIENT TIME IN CASE OF ANY NETWORK OR INTERNET CONNECTIVITY ISSUES**

## **BIDS SUBMITTED AFTER THE DEADLINE MAY NOT BE ACCEPTED**

## The Council may, as necessary and appropriate, request further evidence prior to contract award or revisit such evidence in line with the Council’s due diligence processes at any stage of the procurement process and ensuing contract to the extent provided for in the Public Contracts Regulations 2015.

**PART III -** **STAGE 2: INVITATION TO TENDER (AWARD CRITERIA)**

# INTRODUCTIONS FOR COMPLETING TENDERS

## Stage 2 will consist of a new round of scoring based on a Tenderer’s responses to service specific quality questions relating to how the Tenderer proposes to perform and provide the Service as set out in the Specification; and evaluation of the Tenderer’s Pricing Schedule.

## All Stage 2 questions will require text responses which will be scored in accordance with the weightings shown in Table C at Paragraph 22.1.

## There is a maximum word count for each question which are set out in Table C below.

## Tenderers must complete the Procurement Response Document and upload the completed document and any supporting document as an attachment via the ‘Selection Questionnaire and Invitation to Tender Stage’ event on ProContract.

## Tenderers’ submissions must include the documents set out in Table G ‘Document Checklist’ at Paragraph 26.1 of this Invitation to Tender.

## Tenderers are requested to note the ‘Supplier Help’ text for each quality question when completing their Tender as this is the minimum information the Council would expect in the Tenderers response (**Note**: a copy of quality questions are set out in Paragraph 26.4 of this Invitation to Tender and is supplied here for **reference** **only**).

## The ‘Supplier Help’ text is attached to the relevant question within the Procurement Response document. Tenderers should note that the ‘Supplier Help’ is indicative and not an exhaustive list of issues which will be considered in your response.

## Tenders and queries must be submitted by the deadlines identified by the Council in Table A Paragraph 12.2 of this Invitation to Tender document or as amended by the Council on ProContract

# EVALUATION METHODOLOGY FOR STAGE 2: INVITATION TO TENDER

## Tenders will be evaluated in line with the Chartered Institute of Public Finance and Accountancy (CIPFA) model as described in their “Standing Guide to the Commissioning of Local Authority Services”.

## The Council will evaluate Tenders on the basis of:

* Price – 60%
* Quality – 40%

## The overall weightings for this contract evaluation have been set to identify the best possible combination of whole life costs and quality to meet the Council’s requirements.

## The overall scores for price and quality will be added together to give a total score out of one hundred (100). The consensus score of the Evaluation Panel will be the final score accepted.

# STAGE 2 - EVALUATION OF QUALITY

## The Council will consider the ability of Tenderers to perform the Services as identified in the Specification and Appendices in the Tender submissions. Tenders will be evaluated in accordance with the Quality Criteria weightings set out in Table C below.

**Table C – Stage 2 Award Criteria**

|  |  |  |
| --- | --- | --- |
| **Criteria** | **Weightings** | **Word Count** |
| 1. General Data Protection Regulations (GDPR) & Information Governance
 | 10% | 2,000 |
| 1. Implementation
 | 30% | 2,000 |
| 1. Service Development
 | 25% | 2,000 |
| 1. Social Value
 | 10% | 1,000 |
| 1. Domiciliary care and service users
 | 25% | 1,000 |
| **TOTAL:** | 100% |  |

## Any clarification sought by the Evaluation Panel relating to a Tender submission will be made through ProContract. Tenderers’ responses will be used to inform the score in the evaluation process.

## The Council will score each Tenderer out of ten (10) for their submission in relation to each of the quality criteria, adopting the scoring matrix set out in Table D below:

**Table D – Scoring Matrix**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Score** | **Level** | **Comment** | **Summary** |
| **FAIL** | **0** | Inadequate | Not completed or Insufficient information provided or does not meet the Council’s requirements. | Not acceptable |
| **1** | ExtremelyPoor | An extremely poor, well below expectation response: there is a lack of content / explanation in addressing each of the requirements; most proposals are unrealistic / unjustified / unsupported or lack significant content / explanation; a very significant proportion of proposals are unacceptable from a risk perspective; a significant degree of failure to demonstrate technical and commercial aspects. | Much less than acceptable, major areas of weakness |
| **2** | Very Poor | A very poor, below expectation response: there is a lack of content / explanation in addressing each of the requirements; some proposals are unjustified / unsupported or lack significant content / explanation; a significant proportion of proposals are unacceptable from a risk perspective; a degree of failure to demonstrate technical and commercial aspects. |
| **3** | Poor | A poor, below expectation response: Not many requirements are addressed; and/or proposals lack significant content / explanation; and/or many proposals are unacceptable from a risk perspective; and/or many proposals lack an acceptable approach to technical and commercial aspects. | Less than acceptable, more weaknesses than strengths |
| **4** | Very Weak | A weak, below expectation response: Very few requirements are addressed; and/or proposals lack significant content / explanation; and/or some proposals are unacceptable from a risk perspective; and/or some proposals lack an acceptable approach to technical and commercial aspects |
| **5** | Weak | An adequate response that barely meets expectation: A few requirements are addressed; proposals have a reasonable level of content / justification and explanation; proposals must be acceptable from a risk perspective; an acceptable approach to technical and commercial aspects. |
| **PASS** | **6** | QuiteGood | Quite a good response that meets expectation: Some requirements are addressed; proposals have a reasonable level of content / justification and explanation; proposals must be acceptable from a risk perspective; an acceptable approach to technical and commercial aspects. | Acceptable, but with some minor areas of weakness |
| **7** | Good | A good, above expectation response: Many requirements are addressed; proposals have a good level of content / justification, explanation and risk perspective; a good / sound approach to technical and commercial aspects. | Highly acceptable, strong with few weaker areas |
| **8** | Very Good | A very good, above expectation response: Most requirements are addressed; proposals have a very good level of content / justification, explanation and risk perspective; a good / sound approach to technical and commercial aspects. |
| **9** | Excellent | An excellent response: Vast majority of requirements are addressed and most of the bidder's proposals include sound, innovative suggestions; proposals are quite detailed in content / justification and explanation; proposals are highly acceptable from a risk perspective; an outstanding approach to technical and commercial aspects which delivers more than expectations supported by evidence. | Extremely acceptable, many strengths, no weaknesses |
| **10** | Exceptional | An exceptional response: All requirements are addressed and all of the bidder’s proposals include sound, innovative suggestions; proposals are very detailed in content / justification and explanation; proposals are highly acceptable from a risk perspective; an outstanding approach to technical and commercial aspects which delivers more than expectations supported by evidence. |

## **Stage 2: Award Criteria Questions**:

The following Stage 2 Questions are provided here for **information only**. Tenderers are required to complete the Procurement Response Document and upload the completed document and any attachments via ProContract.

|  |  |
| --- | --- |
| **Question 1: General Data Protection Regulations (GDPR) & Information Governance** | **10%** |
| How do you ensure that information governance and data security are considered, and any regulations met in the work that your organisation carries out in relation to the goods and services of this type of provision? |
| **Question 2: Implementation** | **30%** |
| Please detail how your organisation will mobilise and implement the Service set out in the Tender Documents. **\ (Please enclose a mobilisation plan)**  |
| **Question 3: Service Development** | **25%** |
| Please detail how your organisation will support future developments in Domiciliary Care arising from the new requirements set out in the Service Specification, specifically in relation to how you will embed a strength-based approach and trusted assessor approach to (Domiciliary) care.**If you are successfully awarded a contract, you will be expected to submit a continuous improvement plan as listed in s35 of the Patch Contract within the first 3/6 months of the Award. So, please bear this in mind when completing this question as further probing may follow.**  |
| **Question 4: Social Value** | **10%** |
| Please provide details of how your organisation currently carries out Social Value and what for economic, social, or environmental areas opportunities for added value and innovation you are able to offer to improve this aspect during the term of the contract. |
| **Question 5: Domiciliary Care and Service Users** | **25%** |
| Please detail how your organisation will ensure that staff provide the provision of care in a safe manner. In this question ‘safe’ is understood as no practice which will trigger a safeguarding or early warning of safeguarding.**Please use a case example of providing safe care.**  |

## Tenderers may supplement their responses by referring to supporting documentation; however, any additional attachments must be linked to the response by a unique identifier relating to the specific question. Any supplements must explicitly relate to the main response; supporting information that is not relevant will **not** be considered.

## Tenderers must achieve a **MINIMUM SCORE OF SIX (6)** for each Qualitative Question evaluated.

## **FOR THE AVOIDANCE OF DOUBT**

## **A FAILURE TO MEET THE MINIMUM SCORING THRESHOLD SCORE WILL RESULT IN THE EXCLUSION OF YOUR SUBMISSION FROM CONSIDERATION**

## The score for Qualitative Questions will be calculated as follows:

### Scores out of ten (10) will be given in accordance with Table D in paragraph 22.3 for Questions 1 to 5;

### The weightings listed in Table C in paragraph 22.1 will then be applied to these scores to give an overall score for Quality.

# GUIDANCE FOR PRICING AND EVALUATION OF PRICE

## **Guidance for Pricing**

## Each Pricing Document must be completed in full and ensure that **ALL** lines are completed for each element of the Service. The rates submitted must be a blended rate considering weekends, Bank and Public Holidays.

## **ALL PACKAGES OF 30 AND 45 MINUTES WILL BE PRO-RATA OF THE HOURLY RATE AND THIS WILL BE CALCULATED FOR TENDERERS WITHIN THE PRICING DOCUMENTS**

## **Tenderers should note this when completing the Pricing Document, ensuring that the values are sustainable**. The Council reserves the right to exclude any Tenderer who has not completed the Pricing Document in full.

## The Council has attached a copy of the ADASS toolbook to assist Tenderers in calculating their rates. The toolbook has been designed to ensure Tenderers are pricing their services at a robust, sustainable and stable level, as enshrined in the Care Act 2014. The toolbook allows Tenderers to input all the direct and indirect costs needed to deliver domicilary care to establish an hourly figure.

## The hourly rate will be calculated as below:

(Total Direct Staff Costs Per Hour + Profit margin) × Pro-rata Rate +

(Care Worker Costs Per Hour + Profit margin) × Pro-rata Rate +

(Total Overhead Contribution per visit + Profit margin)

## **FOR THE AVOIDANCE OF DOUBT**

## **THE ADASS PRICING TOOL IS ATTACHED FOR TENDERERS GUIDANCE ONLY AND WILL NOT BE EVALUATED BY THE COUNCIL**.

## When pricing their Tender, Tenderers must consider all parts of the Tender Documents, in particular the Framework Agreement, Call-Off Contract, Service Specification, Monitoring Dashboard and any schedules and / or appendices. Tenderers may set out the assumptions used for pricing their Tender in the ‘Bidders Notes’ tab on the Pricing Document.

## The pricing shall be inclusive of **all** costs associated with delivering the Service. The costs provided within the Pricing Document must be accurate for the financial year 2021/22.

## Before submitting their Tender, Tenderers should have satisfied themselves as to the accuracy of the prices submitted in their Tender and cover all their obligations to provide the Service under the terms of the Patch Framework.

## All prices shall be deemed to be **exclusive** of Value Added Tax (VAT).

##  **Evaluation of Pricing**

## The Council is evaluating the finance element of this tender on a weighted rate for all services as set out in Table E below.

**Table E - Total Hours Breakdown (For Evaluation Purposes Only)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Category** | **Standard Care - Adults** | **Standard Care - Children & Young People** | **Discharge To Assess(D2A)** | **Palliative & End of Life Care** |
| **Breakdown** | **76%** | **9%** | **5%** | **10%** |

## Price will be evaluated as follows:

### All elements will calculated and awarded as a weighted rate as set out in Table E.

### The Council may exclude bids that are deemed to be too low to be credible, for **ANY** individual element (subject to necessary assessments, as stated in Legislation (Clause 69 of the Public Contract Regulations 2015).

## In order to achieve an overall score for each for the Price element, the Council will calculate this as follows for the weighted rate:

### The Council will evaluate Stage 2 tender submissions at evaluated in accordance with 17.8 above, using the Chartered Institute of Public Finance & Accountancy (CIPFA) Evaluation Model which calculates all tendered prices received from individual bidders and produces an overall mean price value, i.e. the arithmetic average value bid across all tenders received.

### Each Tenderer is automatically allocated an initial thirty (30) points (i.e. half of total weighting points allocated to price available (i.e. sixty (60)).

### Individual scores are then allocated for each 1% the Tenderer’s tender value was **above** or **below** the mean price received for all bids, as detailed in Table F below:

**Table F – Allocation of Price Scoring (Above/Below Mean Bid Value)**

|  |  |  |  |
| --- | --- | --- | --- |
| **Tendered Value Above/Below Mean Price** | **% Bidder Tender Value Above/Below Mean Price** | **Point Allocation** | **Maximum / Minimum Score** |
| **Below** | For each 1% a tender value ***falls below*** the mean price | **1.2 points** are ***added*** to the 30 points allocated | **Maximum Possible Score Available = 60** |
| **Above** | For every 1% a tender value submitted ***exceeds*** the mean price  | **1.2 points** are ***deducted*** from the 30 points allocated | **Minimum Possible Points Available = 0** |

## In line with the principles set out in the Public Contracts Regulations 2015, and in particular Paragraphs 56, 67 and 68, the Council may take in to account other Costs as appropriate to establish the Most Economically Advantageous Tender received. In establishing these Costs the Authority uses, as appropriate, Guidance Documents and Practice Notes issued by the Chartered Institute of Public Finance and Accountancy and in particular and where relevant, “The Standing Guide to the Commissioning of Local Authority Works and Services” in the completion of its Tender Evaluation procedures and processes.

## Any mathematical errors will be subject to Paragraph 6.4 of this Invitation to Tender document.

## The Scores for Quality and Price will be added together to give a total score out of one hundred (100).

# SUBMISSION OF TENDERS

## Tenders must be submitted via the ‘Selection Questionnaire and Invitation to Tender Stage’ event on ProContract.

## Tenderers must complete their responses to Quality Questions by completing the ‘Procurement Response Document’ and returning the completed document as an attachment via ProContract.

## For the avoidance of doubt, Tenderers must submit all the documents detailed in Table G paragraph 26.1 below.

## Tenders and queries must be submitted by the deadlines identified in this Invitation to Tender document or as amended by the Council on ProContract. The dates set out in this Invitation to Tender document are indicative only and the Council reserves the right to amend the timetable at any point during the tender process.

# AWARD OF CONTRACTS

## The Council intends to award contracts/agreements as per paragraphs 1.8 to 1.10 of this document.

## On satisfactory conclusion of the evaluation and due diligence assessment, the successful and unsuccessful Tenderers will be notified in accordance with the Public Contracts Regulations 2015. The Council intends to abserve a ten (10) day Standstill Period and the letters sent to Tenderers will clearly detail when this date and time will end.

## On conclusion of the Standstill Period, the Council will again write to all Tenderers to confirm its intention to enter into a Framework Agreement with the successful Tenderers. The Framework Agreements will then be sent out to the successful Tenderers for signature.

## Unsuccessful Tenderers will be provided with evaluation information formatted as required within the appropriate regulatory guidance and may request further feedback on why their Tender was unsuccessful.

# DOCUMENT CHECKLIST

## Table G below shows the Tender Documentation enclosed with the Invitation to Tender, and the documents that you are required to return as the Tender Submission:-

**Table G – Documents to be returned**.

|  |  |
| --- | --- |
| **PART III****Selection Questionnaire and Invitation to Tender Stage** | **Return ?**  |
| 1 | Invitation to Tender – this document | **** |
| 2 | Specification and Appendices |  **O** |
| 3a  | Selection Questionnaire | **** |
| 3b | Procurement Response Document | **** |
| 4a | ADASS Pricing Tool | **O** |
| 4b | Pricing Documents 4b – i) Central | **** |
| 4c | Patch Postcode and Patch Boundaries | **O** |
| 5  | Form of Tender | **** |
| 6a | Patch Framework Terms | **O** |
| 6b | Call Off Terms | **O** |
| 7 | Status Enquiry Form | **** |
| 8 | Certificate of Non Collusion and Canvassing | **** |
| 9 | 2 Years Audited Accounts *(please refer to Paragraph 8.11.3)* | **** |
| 10 | Copy of CQC Certificate (PDF or online link) | **** |

1. For the list of exclusion please see <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf> [↑](#footnote-ref-2)