

INVITATION TO TENDER

**To be awarded a place on the
Pseudo Dynamic Purchasing System
– under the Light Touch Regime**

**For the Provision of Specialist
Provider Services from the
Specialist Provider Framework**

Schedule 1

Guidance and Instructions

Tender reference: DN667265

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1. INTRODUCTION

1.1. South Gloucestershire Council is a unitary authority and as such has the powers and functions of both a non-metropolitan county and district council combined. In its capacity as a district council it is a billing authority collecting Council Tax and business rates, it processes local planning applications, it is responsible for housing, waste collection and environmental health. In its capacity as a county council it is a local education authority responsible for social services, libraries and waste disposal.

1.2. Further information on the Council's responsibilities and how we are structured can be found on our website:

<http://www.southglos.gov.uk/>

1.3. We believe in putting our residents first, ensuring that their lives are improved by what we do. The Council Plan 2020 – 2024 sets out our vision and plans for South Gloucestershire, our commitment to the district, the principles that guide our work and the priorities which will underpin our work. A link to this plan is provided below

[The Council Plan 2020 - 2024](#)

Procurement within South Gloucestershire

1.4. Our aim in procurement is to achieve efficiency and value for money. As the Council currently procures goods and services in the region of £170m a year, there is considerable opportunity to work with our suppliers to develop opportunities for efficiencies and contract improvements as well as progress our sustainability and environmental commitments.

1.5. We are committed to making our spending decisions in a way that delivers both value for money on a whole life cycle basis, as well as achieving wider economic, social and environmental benefits. The Public Services (social value) Act 2012 requires public authorities to consider this as part of the procurement process.

1.6. To support in achieving this standard, South Gloucestershire Council has adopted a social value policy, which sets out how we will include social value as part of our procurement activity. Please visit the link below for more information and to see the council's Top 10 priorities:

[Social Value South Gloucestershire](#)

1.7. Suppliers should note that social value will form part of the evaluation criteria for all tenders above the UK procurement threshold and more detail is provided in Section 4 of this document. Suppliers should note that social value initiatives/commitments proposed or put forward at tender stage will be contractually binding upon the supplier and managed by the Council throughout the contract to ensure delivery.

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- 1.8. Protecting the environment for future generations is one of our core values and our environmental policy includes a commitment to procure goods and services from sustainable sources. Please visit the link below for further information

[Environmental Policy](#)

The Council ensures that equality remains a key consideration when contracting with and monitoring the performance of providers of goods and services. For further information and to see our commitments to Equality, please visit:

[Equalities in Procurement Guidance](#)

Suppliers should note that:

- 1.9. The Council is keen to develop long-term, collaborative relationships with its suppliers, working together to ensure quality and continuous improvement throughout the term of the contract. Performance and improvement will be a key determinate in any decision on any applicable contract extension.

2. OVERVIEW OF THE REQUIREMENT

2.1 South Gloucestershire Council's Department for People is advertising a new tender opportunity for Specialist Service Providers within and outside of the South Gloucestershire Area to support individuals eligible for Adult Social Care. The Specialist Provider Framework is a Pseudo Dynamic Purchasing System under the light touch regime for Adult Social Care. included in the Framework are Supported Living, Community Based Support (Homecare and Community Outreach), Day Services and Mentoring Services (including Job Coaching and Supported Employment). The Framework applies to the following cohort of people over the age of 18 years old (but not limited to) with a focus on an outcomes/progression based model:

- Learning Difficulties
- Autism
- Mental Health
- Acquired Brain Injury
- Sensory Impairment
- Physical Impairment
- Behaviours that Challenge

2.2 The Council is interested in hearing from in area and out of area providers that are able to supply any of the above services.

2.3 In South Gloucestershire, Specialist Provider Services have, up until now, been commissioned via the Community Based Support Framework, where services are commissioned on a fixed time-slot delivery or 'time and task' basis.

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- 2.4** This has meant the relationship between South Gloucestershire Council and Specialist Providers has been predominantly transactional and the support provided to individuals is both inflexible, and risks keeping them ‘stuck’ within a service and unable to move towards increased wellbeing and independence.
- 2.5** The ‘time and task’ approach has limited South Gloucestershire Council’s knowledge of the quality of the service being provided and how services are supporting people to achieve greater wellbeing and independence. We know from developing the framework that the ‘time and task’ model does not on the whole suit the type of support that individuals in scope of this new framework need. With the Specialist Provider Framework, we are aiming to:
- To improve outcomes on what individuals achieve in their lives
 - Providers we work with tell us the current systems do not work
 - To pay a fair price for quality services
 - To enable the Council to source, what is needed locally
 - To review individual services and support plans to support individual progression
 - The aim is to deliver services in a better way for everyone in a partnership approach
 - To work in partnership with providers to develop services for the future
- 2.6** The Specialist Provider Framework (Pseudo DPS) will go live on the 01 September 2023 for an initial four year period (until 31 August 2027) with a further two year extension available to be used at the Council’s discretion.
- 2.7** Further information on the Specialist Provider Framework can be found in Schedule 3 “Specification of Requirements” of the Tender Documents.

3. INSTRUCTIONS FOR SUPPLIERS

3.1. Timetable

The following timetable sets out the key stages of this procurement. It is indicative only at this stage and the Council reserves the right to change it at its discretion.

Activity	Date
ITT documentation available online	31 st May 2023
Deadline for supplier clarification questions	Ongoing
Council responds to supplier clarification questions	Ongoing
Deadline for supplier tender submissions for round 1	16 July 2023
Round 2 for supplier tender submission opens	17 July 2023
Council evaluation of tender submissions including: Post tender clarifications (if necessary)	17 July 2023 to 18 August 2023
Council internal sign-off	17 July 2023 to 18 August 2023

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Activity	Date
Notification of successful & unsuccessful supplier(s)	21 August 2023
Completion of Contract & Contract Signature	22 August to 31 August 2023
Commencement of Contract	01 September 2023
Deadline for supplier tender submissions for round 2	30 September 2023

3.1.1 Further Rounds will be opened and closed quarterly from the 01st October 2023; however the Council reserves the right to close a round sooner than the end of the quarter based on service needs and demands.

3.2. General Provisions

3.2.1. Suppliers must comply with these instructions. Any tender not complying with any particular instruction may be rejected by the Council whose decision in the matter shall be final.

3.2.2. The Council intends to award any Contract based on the most economically advantageous offer.

3.2.3. The Council does not bind itself to accept the lowest price or any tender. The Council shall not be responsible for any costs, expenses or losses which may be incurred by any supplier in the preparation of, or otherwise in connection with the tender.

3.2.4. The Council may in its absolute discretion withdraw this invitation to tender at any stage.

3.2.5. 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.

3.2.6. The Council has made every effort to ensure the completeness and accuracy of information provided in this ITT. Suppliers 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. Suppliers must satisfy themselves as to the accuracy and completeness of the 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.

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- 3.2.7. 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 supplier of such information.
- 3.2.8. No servant or agent of the Council (other than the Director of Corporate Resources or such other person authorised by them) has authority to vary or waive compliance with any part of the tender documents or the contract.
- 3.2.9. Any supplier 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.
- 3.2.10. These instructions are designed to explain matters in simple terms. If there is any conflict or incompatibility between these instructions and any condition or provision within the Terms & Conditions of Contract, the Terms & Conditions of Contract shall prevail.
- 3.2.11. If the Council suspects that there has been a technical or arithmetical error in the submission, the Council reserves the right to seek such clarification as it considers necessary from the individual Supplier only.
- 3.2.12. 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 Supplier the amount of any loss arising from the cancellation if the Supplier:
- (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 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

3.3. Guidance on completing your tender

This Invitation to Tender is made up of the following Schedules:

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Schedule Number	Title	Purpose	Action required by Tenderer
1	Guidance and Instructions	Explains the procurement and evaluation process and how to submit a compliant tender	Read for guidance on how and when to submit a tender
2	Supplier Selection Questionnaire	Collection of supplier information and identifies Mandatory & Discretionary exclusions grounds. Scored on a pass/fail basis. Suppliers may be removed from the process at this stage and the rest of the tender not evaluated.	Complete all sections and sign declaration
3	Specification of Requirements	Sets out the requirements of contract that the supplier must comply with. Will form the basis of the contract with the successful supplier.	Read and understand and refer to for answering questions within Schedule 4
4	Technical Quality Questionnaire	Contains the questions that the Council will score against to measure the technical quality, ability of the supplier to deliver against the specification and any additional value	Complete all questions in full and (adhere to word counts) provided in the instructions
5	Pricing Schedule	Contains a list of all the categories of services required for suppliers to price. These prices will be used going forward for the contract, they may be subject to negotiation prior to awarding the contract.	Complete the schedule and confirm provision against the different services to be supplied within this framework – see 3.4 below
6	Terms and Conditions of Contract	Sets out the terms and conditions which will govern the contract between supplier and the Council	Read and confirm agreement within the declarations of Schedule 2.

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Schedule Number	Title	Purpose	Action required by Tenderer
Appendix 1	Form of tender & declarations	<p>PART A</p> <p>Confirms the supplier's tender price, this figure will be used for the purposes of the whole-life cost evaluation and not necessarily the contract value</p> <p>PART B</p> <p>Declarations as described in the Appendix</p>	Insert tender prices based on schedule 5 and sign both Part A and Part B
Appendix 2	Quality Assurance Schedule	To confirm the Quality Assurance Schedule as a part of this framework and the Council's and provider's roles within the framework	Information on the quarterly and annual monitoring reporting requirements and expectations from the Council. For reading and understanding and referring to for answering questions within Schedule 4.
Appendix 3	Pricing Methodology Guidance	To confirm the methodology used by the Council for costings for each service/lot within scope of the framework	To inform providers of the guidance to be used for completed Schedule 5. For reading and understanding and referring to for answering questions within Schedule 5.
Appendix 4	Quarterly Monitoring Return Workbook – Template	To confirm the quarterly monitoring information required to be returned to the Council by Providers of the Quarterly Monitoring Return Workbook that providers will use	To inform Providers of the information required on a quarterly basis on the services they are providing.
Appendix 5	Clarification Questions/Frequently Asked Questions	To inform all providers of the questions and answers being asked by the Council during the life time of the contract.	To be used by the providers for referencing of any already asked questions and answers in relation to the framework.

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Schedule Number	Title	Purpose	Action required by Tenderer
Appendix 6	Market Engagement Event – PowerPoint	To provide new suppliers that were not able to attend the Market Engagement Event with the opportunity to review the information provided.	To inform providers of the Specialist Provider Framework and its purpose before reviewing the full documents.

- 3.3.1. The Council is using an open procedure. Any interested supplier or group of suppliers may submit a tender in response to this ITT.
- 3.3.2. In order to submit a compliant tender, suppliers are required to complete and return all required questions/documents identified. Failure to do so may result in your tender being disqualified.
- 3.3.3. 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 3.5 below.
- 3.3.4. 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.

3.4. Completing the tender documents

- 3.4.1. These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that bidders provide all the information asked for in the format and order specified. Please do not make changes to any part of the tender document. Failure to adhere to this request may invalidate your tender.
- 3.4.2. Suppliers should complete and return the Supplier Selection Questionnaire (SSQ) with the tender documents.
- 3.4.3. Suppliers should provide responses to all the questions posed in the Supplier Selection Questionnaire (SSQ Schedule 2) and Technical Quality Questionnaire (Schedule 4), unless otherwise advised. If it is really necessary for you to refer to another document that you are submitting with your tender, it is your responsibility to make sure that you do this clearly, in a way that is easy to follow and identifies which document, and the page and paragraph that deals with the question. If the reference is ambiguous or the council cannot trace or follow your answer, that will

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be at your risk, and is likely to have a detrimental effect on the evaluation of your tender.

- 3.4.4. Where a word limit has been indicated for a specific response, please do not exceed this limit. Where a response exceeds the number stated in the question, the additional words will not be read and will be disregarded from the evaluation.
- 3.4.5. Where a word limit has been indicated, the supplier should add their word total at the end of each specific response. Random checks will be made by the council.
- 3.4.6. Please do **NOT** submit your tender as one PDF file or provide your responses to method statements or other questions in PDF files. This makes the evaluation process very difficult. Please respond in the format provided unless otherwise indicated or agreed by the Council.
- 3.4.7. Suppliers are required to complete a Pricing Schedule (Schedule 5). The offer submitted by suppliers will be used for the analysis of the commercial part of tender response. These prices may be negotiated with the Provider by the Council prior to awarding.
- 3.4.8. The completed pricing schedule **MUST** be returned in the format provided.
- 3.4.9. Please sign and date the pricing schedules. Electronic signatures are accepted following the Electronic Signatures Directive 1999.
- 3.4.10. To assist the Council in the evaluation of offers, the supplier shall submit all prices exclusive of Value Added Tax (VAT), for all goods and/or services which they propose to supply.
- 3.4.11. Tender Prices must be kept open for a period of 120 days from your submission.

3.5. Clarification Questions

- 3.5.1. If you have any questions about the tender documents, the procurement or completing the forms, you **MUST** submit them through the e-tendering portal as soon as possible. The anonymised question and the Council's responses will be published on the portal for all bidders to read *unless* the Council accepts that the question and information in the response is confidential to the supplier asking the question. This is to ensure fairness and transparency during the process.
- 3.5.2. Suppliers should notify the council promptly of any perceived ambiguity, inconsistency, or omission in the tender documents, any of its associated documents and/or any other information issued to them during the procurement process. All questions and/or requests for information regarding this tender should be made via the on-line portal, using the messaging function.

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- 3.5.3. If no questions are raised in connection with the contract documents prior to submitting the tender, the supplier will be taken to have accepted these in the form as issued by the Council.
- 3.5.4. Please note that queries cannot be accepted verbally, nor will any queries be answered verbally.
- 3.5.5. In the event that clarification is required regarding Terms & Conditions, these **MUST** be raised during the tender clarification period. If no clarifications are raised that this will be acknowledged as full acceptance of the Terms & Conditions as drafted. Suppliers also acknowledge that any tender submitted with deviations or qualifications to the Terms & Conditions not previously raised as a clarification shall be deemed to be qualified bid and may be rejected at the discretion of the Council.
- 3.5.6. Clarification questions are welcomed throughout the tender opportunity and the

3.6. Submitting your Tender

- 3.6.1. Tenders must be submitted strictly in accordance with the instructions. Tenders submitted with qualifications or not strictly in accordance with these instructions may be rejected at the discretion of the Council. The decision on whether a tender is acceptable will be final and the supplier concerned will not be consulted unless the tender is rejected under Regulation 69 (Abnormally low tenders) of the Public Contract Regulations 2015 and the Council shall then provide suppliers the opportunity to explain the price or costs proposed in their tender. If a tender is excluded from further consideration the supplier concerned will be notified.
- 3.6.2. In submitting a Tender, suppliers accept that:
- the Council may investigate and make enquiries regarding any project currently being undertaken or previously undertaken by them
 - they are prepared to attend at the Council or accept a visit by its officers
- 3.6.3. This tender is being conducted electronically through the “**Supplying the South West**” e-tendering Pro Contract portal (www.supplyingthesouthwest.org.uk) which is a regional portal for a number of Councils in the South West, including South Gloucestershire Council. You should register on the portal (free of charge) selecting the relevant CPV codes and you will receive an email link when the tender documentation is available. If you register after the opportunity has gone live you can search the portal for opportunities and download the documents.
- 3.6.4. **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. No tender documents should be sent in any other form or by any other means of delivery as they will not be accepted.
- 3.6.5. **Tenders MUST be submitted no later than the deadline for each Dynamic Purchasing System Round** which is the fixed deadline for the submission of tenders. Suppliers must familiarise themselves with the operation of the portal and allow sufficient time for the uploading of required documents. Tenders submitted after the deadline are unlikely to be accepted.

3.6.6. For technical queries or guidance on using the portal, there is a link to 'Supplier Frequently Asked Questions'. If after reading the reference guides online you are still unable to resolve your issue about using the system and require support - please contact the Portal's Technical Support by Email: ProContractSuppliers@proactis.com. If the query is of a time sensitive nature they also have an Emergency Contact number which is 0330 0050352.

3.7. Confidentiality

3.7.1. 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. You must not disclose that you have been invited to tender or release details of the tender documents, other than on an "in confidence" basis to those who have a legitimate need to know and those of your professional advisers who you need to consult for the purposes of preparing the tender.

3.7.2. The Council shall be free to disclose any information prepared by the Council in connection with this tender to any person.

3.7.3. During the tender evaluation process the Council shall treat all information which a supplier properly identifies as commercially sensitive information as confidential.

3.7.4. Following the evaluation and award of the contract, the Council will continue to honour confidentiality of information provided by Suppliers where this is consistent with its obligations under the Freedom of Information Act 2000. Suppliers 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 Suppliers. 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 Suppliers' contact details and payments made to the contractor under the contract

3.8 Transfer of Undertakings and Protection of Employment Regulations

3.8.1 The Council is assuming that the European Acquired Rights Directive No 77/187 and/or the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("TUPE") **will not** apply to this contract. However, it shall be at the successful supplier's risk whether TUPE may apply either at the beginning or end of the contract.

3.9 Whistleblowing

3.9.1 Council contracts include provisions under which the contract will be terminated if the contractor or anyone on its behalf bribes or tries to bribe anyone in connection with any contract or commits an offence under the Bribery Act 2010.

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- 3.9.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 3.9.3 The council takes these issues very seriously. It encourages all Suppliers to get in contact if any Councillor, employee or other Supplier, bidder or potential bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.
- 3.9.4 If so, or for that matter in respect of any concerns a Supplier may raise about any other sort of irregularity, it will treat their information in confidence in comparable fashion as the protection offered to employees under the council's whistle-blowing policy. This can be found on the council's publicly accessible website.
- 3.9.5 You should not attempt to canvass any Member or Officer of the council about your tender or try and obtain confidential information relating to the service or the tendering process from anyone associated with the council or from any other past or present contractor to the council. If you do so your tender is likely to be rejected.

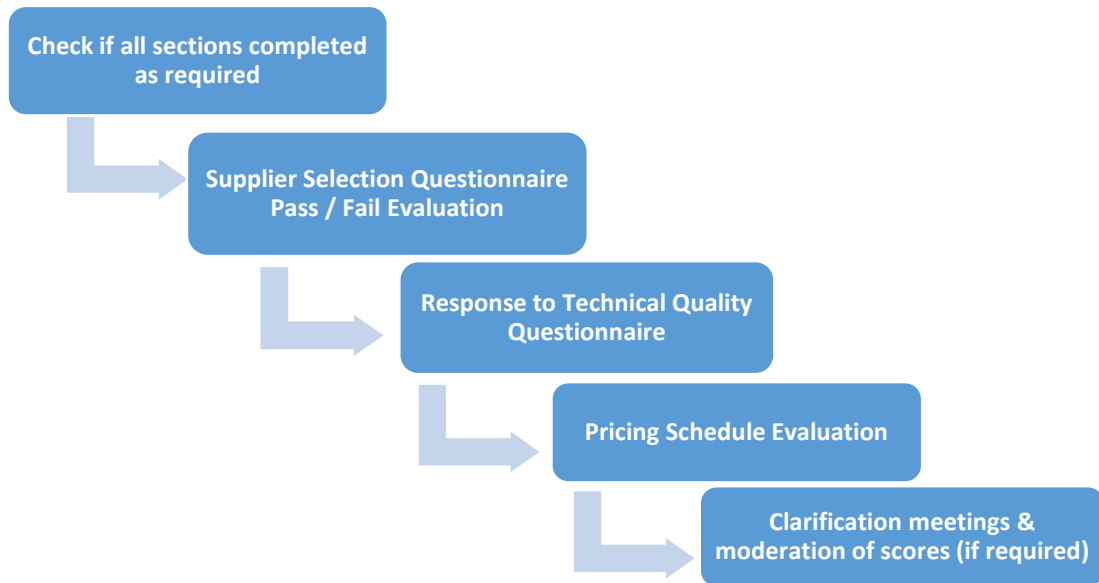
4. EVALUATION OF TENDERS

- 4.1 **Approach** A successful provider on the Specialist Provider Framework – Pseudo DPS will be awarded based on scoring a total of 50% or more weighted score across the evaluation areas. Tenders will be evaluated through a combination of Price and Quality using the below criteria:

Main criteria	Sub-criteria	Section of ITT	Weighting
Pricing (20%)	Pricing Schedule	Schedule 5	20%
Quality / Ability to meet specification (80%)	Service Delivery Model	Schedule 4, Q1	30%
	Knowledge & Experience	Schedule 4, Q2	20%
	Equality	Schedule 4, Q3	10%
	Climate Change	Schedule 4, Q4	10%
	Social Value	Schedule 4, Q5	10%
Compliance with Terms & Conditions	N/A	Schedule 4, Q6	Pass or Fail

- 4.1.2 The Council reserves the right to evaluate tenders in a staged order, as set out below, 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.
- 4.1.3 The flowchart below demonstrates the order of evaluation, with elimination at each stage if a tender is non-compliant or fails.

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4.1.4 Prior to carrying out the detailed scoring of tenders, the Council will conduct compliance checks. Tenders which are substantially incomplete, or which are non-compliant with the requirements set out in this ITT may be rejected. During the evaluation of submitted tenders the Council reserves the right to meet suppliers in person. The Council also reserves the right to refer to suppliers 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.

4.2 Scoring Method

4.2.1 Responses to the Technical Quality Questionnaire – Schedule 4 will be evaluated using the scoring mechanism set out in the table below and weighted according to their assigned weighting in the above table.

Score	Classification	Award Criteria
5	Excellent	A response that inspires confidence; specification is fully met and is robustly and clearly demonstrated and evidenced. Full evidence as to how the contract will be fulfilled either by demonstrating past experience or through a clear process of implementation.
4	Good	A response supported by good evidence/examples of the Supplier's relevant ability and/or gives the council a good level of confidence in the Supplier's ability. All requirements are met and evidence is provided to support the answers demonstrating

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Score	Classification	Award Criteria
		sufficiency, compliance and either actual experience or a process of implementation.
3	Satisfactory	A response that is acceptable and meets the minimum requirement but remains limited and could have been expanded upon.
2	Weak	A response only partially satisfying the requirement with deficiencies apparent. Not supported by sufficient breadth or sufficient quality of evidence/examples and provides the council a limited level of confidence in the Supplier's ability to deliver the specification.
1	Inadequate	A response that has material omissions not supported by sufficient breadth and sufficient quality of evidence/examples. Overall the response provides the council with a very low level of confidence in the Supplier's ability to deliver the specification.
0	Unsatisfactory	No response or response does not provide any relevant information and does not answer the question.

4.2.2 In applying the scoring mechanism, each tender will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to the performance and fitness for purpose of the proposal and therefore covers any aspect of a submission that affects the performance of the contract. 'Deliverability' refers to the likelihood that all aspects of a particular submission could in fact be delivered by the supplier concerned.

4.2.3 The Council reserves the right to disqualify any tender that significantly fails to satisfy a mandatory requirement even if it scores relatively well against all other requirements.

4.3 Pricing Evaluation

4.3.1 The Pricing Element (20%) will be evaluated based on current rates agreed with existing Providers and market intelligence to ensure a fair scoring is provided across all tenders. The Council will have a range of hourly and half day session rates that we are planning to assess Providers against for the different service areas included within the Framework. Should a Provider include a rate that is lower than the median than a higher percentage weighting/scoring for Price will be applied. If they are higher than the median than a lower percentage weighting/scoring will be applied. If they are outside of the ranges, we have

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applied then the Provider will score zero and will be asked to review their pricing and will be asked to re-apply in the next round of the framework for the Council to review again.

- 4.3.2 In order to ensure that the requirements can be delivered at the tendered price the Council reserves the right to investigate and reject abnormally low tenders. In accordance with Regulation 69 of the Public Contracts Regulations 2015, suppliers will be given an opportunity to clarify their price before their tender is rejected but the Council will make the final decision as to whether to reject the tender or not.

4.4 Clarification meetings / Interviews

- 4.4.1 Following initial tender evaluation, some providers may be asked to attend Clarification meetings/interviews to further understand their tender submissions. The council reserves the right to call any Provider in for a clarification meeting/interview during the lifetime of the Pseudo DPS.

5. Award of Contract

- 5.1 The Council shall issue to all suppliers, a notice of its intention to award the contract, identifying the criteria for the award and the name of the preferred supplier. The respective scores of the recipient and the preferred supplier will be provided, along with relative advantages of the successful Supplier. No acceptance of tender will take place for a period of not less than ten days following the issue of this notice.
- 5.2 Suppliers should note that any material amendments to the Terms & Conditions following provisional award but before contract signature shall be deemed as a qualified submission that shall result in the entire tender being rejected by the Council. Suppliers are reminded that all queries regarding the Terms & Conditions of contract **MUST be raised during the tender period** so that the Council may review and respond to all suppliers.
- 5.3 Tenders shall be open for acceptance (without variation) by the Council for 120 days following the submission deadline.
- 5.4 Suppliers 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.
- 5.5 No acceptance of tender is of contractual effect unless signed under the hand of the relevant Director of Service. The decision of the Council shall be final.
- 5.6 Any resulting contract will consist of:
- The Specification of Requirements [Schedule 3]
 - The Pricing Schedule [Schedule 5]

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- The Terms and Conditions of Contract [Schedule 6]
- Your full Tender submission, including the signed Form of Tender
- Relevant correspondence received by the Council from the supplier during the tender process
- Quality Assurance Schedule
- Pricing Schedule

5.7 The contract will be subject to English Law.