

Domiciliary Care 4 - For the Care and Support Spot Purchase Open Framework (2 Lots)

Commencing: 1st April 2019

Contract Term: 4 years (plus 2-year optional extension)

Please submit by: 13pm on 3rd December 2018. Please note this is the first 'round' closing date. The framework will be open for suppliers to apply throughout the term.

Volume One

Instructions to Tender

Tender submission guide

Evaluation Model

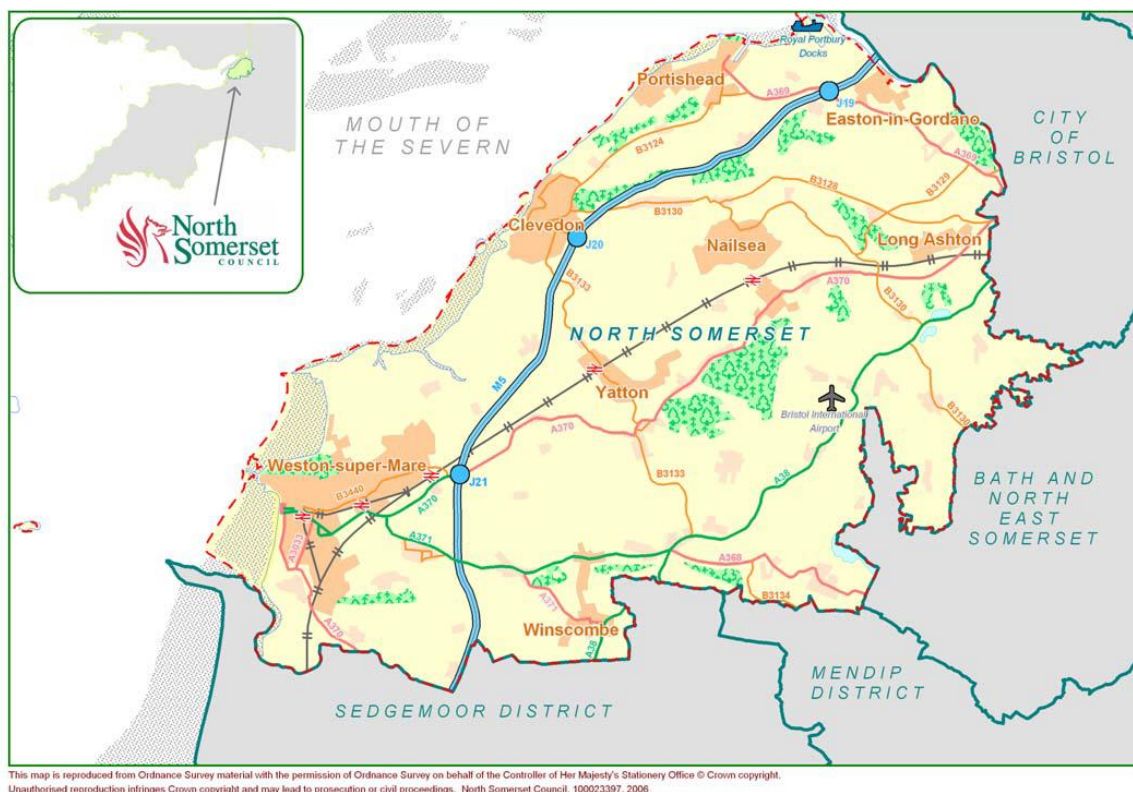
Contents

1. Scope of Contract
2. Timetable of Key Dates
3. Bidder's Responsibility
4. Council Clarification
5. Anti-collusion Certificate
6. TUPE
7. Monitoring
8. The Councils Corporate Initiatives
9. Freedom of Information Act
10. Whistleblowing
11. Instructions to Bidders
12. Completing the Invitation to Tender
13. Pricing Schedule
14. Communication & Clarification
15. Form of Tender
16. Tender Evaluation
17. Submission of Tender – Electronic Tendering
18. Method of Evaluation

North Somerset Council Background Information

North Somerset Council is the local authority of North Somerset. It is a unitary authority, possessing the powers of both a non-metropolitan county and district council combined. There are two parliamentary constituencies in the North Somerset boundary the North Somerset constituency and the Weston-super-Mare constituency.

The main settlements are Weston-super-Mare and three smaller towns of Clevedon, Nailsea and Portishead.



North Somerset Council provides a full range of local government services including highways, social services, children services, planning, parks and open spaces, waste collection and disposal, property maintenance and the council is also a local education authority. It has a population of around 206,100. North Somerset borders the local government areas of Bristol, Bath and North East Somerset, Mendip and Sedgemoor.

As a contracting authority, we spend around £160 million per annum on various works, goods and services to bring benefits to the area and its residents. The council operates out of the Town Hall, Weston-super-Mare and Castlewood, Clevedon.

www.n-somerset.gov.uk

1. Scope of the Contract

1.1 This contract is for the provision of care and support to children, young people and adults. It is not compulsory to provide support to all age groups.

1.2 The Service is to be available throughout the North Somerset area.

1.3 Lot 2

Schedule 1 – Day Opportunities for Older People and People with Dementia and associated conditions.

The Council wishes to offer Clients and/or their carers a Service where they can attend either;

- A building that is specifically set up for such a purpose at a location where the Clients are provided with support, potentially some care and activities both indoor and outdoor or
- Community activities.

They may also offer a meeting point providing a “drop-in” for Clients/carers at times of their choosing, or certain activities or sessions.

Providers will access and accept referrals through North Somerset Council’s Personalised Commissioning Team and this will be in line with Appendix 4 The Care Package Process.

All packages of support will be sent via an expression of interest via North Somerset Council’s Personalised Commissioning Team. If more than one provider requests they can start the package of care and support the provider who can best meet the Client’s needs along with start date will be offered the package.

North Somerset Council may also choose to directly award to a provider attached to the Framework if a provider is already working with a Client, there is a specific reason due to the Clients care and support needs, location of the Clients home or a Clients choice.

1.4 The Provider is expected to be ready to receive expressions of interests for new referrals from the commencement date.

Opportunity available

1.5 Care and support in the home or community for those people assessed as the Council as having a care and support need under the Care Act 2014 and those people eligible to be funded by the BNSSG CCG and deemed to have a long term health need or be in need of end of life services. This is currently delivered under via a framework agreement that commenced in December 2011 and is due to end on 31st March 2018. **Any Providers delivering a Service under the current Framework Agreement must apply for this new Framework Agreement to be able to continue to provide a service to their existing Clients.**

1.6 Care and support in the home or community to children and young people assessed as being eligible under Section 17 of the Children’s Act 1989.

NB, This agreement does not cover Clients with a Learning Disability or Mental Health diagnosis

1.7 This is an open framework for a period of 4 years with an option to extend for 2 years in any term North Somerset Council wishes. North Somerset Council aims to secure quality, consistency and sustainability of care and support through the County. The framework agreement will allow North Somerset Council to flexibly able to purchase or 'call off' services from the various schedules when needed.

1.8 The service has been developed in line with The Care Act 2014, which sets out the vision and responsibilities for social care, reinforcing the transformation necessary to enable greater choice, control and personalisation.

1.9 Providers will be expected to work in an enabling way to develop the skills of each client and to increase their ability to live independently.

Selection of Provider – Call-Off Contract

Adults

1.10 Providers providing a Service in North Somerset will be provided with a log in to the Domiciliary Care Allocations Website where the Council's Personalised Commissioning Team will upload details of Packages available.

1.12 The Provider will be required to reserve and offer on a Package which will then be accepted or rejected by the Council. This will be on a first come first served basis.

Children's

1.13 Providers will be emailed securely by the Personalised Commissioning Team and asked to express an interest in the Package required.

1.14 The Provider will be required to respond to the email with an offer on the Package which will then be accepted or rejected by the Council.

1.15 If more than one Provider responds to the email, the key deciding criteria between which Provider is awarded the Package will be;

- The start date offered by the Provider
- The Provider's hourly rate

If more than one Provider expresses an interest, then the start date that the Providers have given will be considered. Should a Provider be able to start sooner than the Provider with the lowest rate, then that Provider will be given the opportunity to revise their start date. If they are unable to amend the start date, a team manager will make a decision as to which Provider to award the Package to based on risk to the Client.

NB, The Providers rate submitted as part of this tender will be taken as their rate however, Providers can submit a lower alternative rate at the point of Call-Off.

Exceptions

1.16 There may be occasions whereby a Provider is approached directly to accept a Package. This is likely to be under the following circumstances;

1.16.1 If a Client has a private funded package of care with a Provider the Council does not contract with who reaches the Council's financial threshold or receives Funded Healthcare and they are unable to take a direct payment.

1.16.2 If a Clients has a package of care with a Provider funded by a direct payment and the direct payment is taken away from them.

1.17 There may be occasions whereby a Provider is not currently authorised to the Framework Agreement but is sourced outside of this process e.g. an expressions of interest has been conducted and none of the authorised providers express an interest therefore a wider search is required or if the Council must provide a funded package care out of county.

1.18 In this case the Provider will be asked to complete the Framework Agreement tender paperwork and will be evaluated using the same process as the authorised Providers.

1.19 The Provider will be awarded the Framework Agreement if they meet the ITT criteria and will be awarded the Package provided that the Council or Funded Healthcare Team approve the rates submitted.

1.20 The Council may directly award a Call-Off contract to a Provider at the request of the BNSSG CCG.

Suspension from Call-Off's

1.21 Should the Provider enter an Organisational Safeguarding Enquiry, they will be suspended from expressing an interest in any Call-Off contracts until the Organisational Safeguarding Enquiry is closed.

An Organisational Safeguarding Enquiry is defined as;

Any action that is taken (or instigated) by a local authority, under Section 42 of the Care Act 2014, in response to indications of abuse or neglect in relation to an adult with care and support needs who is at risk and is unable to protect themselves because of those needs.

An organisational enquiry refers to the action that is taken in response to indications of abuse or neglect in relation to poor professional practice as a result of the structure, policies, processes and practices within an organisation.

1.22 The Council may use their discretion to exclude a Provider from expressing an interest in a particular Call-Off contract. Any exclusions will be based on evidence of breaches and/or defaults of the Framework Agreement and Schedules.

1.23 Alternatively, the Council may seek further reassurance from a Provider in order to consider an expression of interest for a particular Call-Off contract.

Generally, we would not award a contract to a supplier if the annual value of the contract was more than 50% of the supplier's turnover.

** System Information*

North Somerset Council is currently implementing a new social care system to replace SWIFT/AIS. The system is due to commence in February 2019 and will be subject to testing over the coming months. Due to this change we are currently unable to confirm the following;

- 1. What the Order will look like that will be sent to the Provider from the Council when purchasing a Package. The Contract will state the minimum information that will be provided.*
- 2. Whether there will be any specific requirements for the format of financial information submitted to the Council from either an electronic monitoring system or spreadsheet. Again, the Contract will state the information that must be submitted however there may be formatting requirements to allow an upload into the new system. This will be confirmed ASAP which may be at contract award.*

2. Timetable of Key Dates

- 2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst the council does not intend to depart from the timetable it reserves the right to do so at any stage.

STAGE	DEADLINE
Tender published on the portal	7 th December 2018
Closing date and time for receipt by the council of bidder responses	3 rd December 2018 (Please note this is the first 'round' closing date. The framework will be open for suppliers to apply throughout the term.)
Evaluation of tender responses (first round)	December 2019
Successful/unsuccessful notification	Jan 2019
Complete contract signings	Feb/March 2019
Contract starts	01 April 2019

3. Bidder's Responsibility

- 3.1 It is the responsibility of the bidder to satisfy themselves as to the nature, extent, circumstances and situation of the works and that will be held to have, by their own

independent site visits and inspection, fully informed and satisfied themselves as to the deliverability of the works in accordance with the contract.

- 3.2 Bidders will be taken to have, by their own examination of the contract documents, satisfied themselves as to the full requirements of the contract.
- 3.3 The contractor shall be prepared to commence the service when advised.
- 3.4 The bidder must satisfy themselves that execution of the contract is within their capabilities and powers and demonstrate this to the council.

4. Council Clarifications

- 4.1 The council may well wish to conduct interviews, make enquiries of your existing customers, sample services, carry out site visits and/or require further information of you at any stage during the selection process.
- 4.2 The council reserves the right to clarify any element of the submitted tender.
- 4.3 The council may reject non-compliant tender responses.

5. Anti-collusion Certificate

- 5.1 You must complete the Anti-Collusion Certificate found in Volume 2, Part 5. If you do not do so, the council reserves the right at its own choice and without consulting you either to reject the tender or to treat you as having agreed, by submitting your tender, to bind yourself to the Anti-Collusion Certificate as though you had completed it. You should also note that the council will regard the lodging of a false Anti-Collusion Certificate as grounds justifying immediate rejection of your tender without further reference to you or for immediate termination of your contract in the event of a successful tender.

6. Transfer of Undertakings and Protection of Employment Regulations

- 6.1 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") may apply to this contract. However, it shall be at the successful contractor's risk whether TUPE may apply either at the beginning or end of the contract.

7. Monitoring

- 7.1 The contractor is required to collaborate with the council over the contract period to achieve continuous improvement in the quality and delivery of the services in accordance with the council's obligations under Part 1 of the Local Government Act 1999.

8. The Councils Corporate Initiatives

- 8.1 The council strives to improve the environment and quality of life of North Somerset and its surroundings. You should attempt to demonstrate that you can and will seek to make a positive contribution to the council's energy and environmental aspirations.

9. Freedom of Information Act

- 9.1 The Freedom of Information Act 2000 came into force for local authorities on 1st January 2005. It affects all information held by local authorities. It is a matter of law and local authorities cannot contract out of it. The council currently expects the position as to what information may be accessible to the public, to be as follows. However, it can give no guarantee that this will continue to be the case, as the legislation develops and as the Information Commissioner issues decisions in this area. Nor can the council give any commitment that it or other customers may not be required or feel obliged to make information available to the public or to withhold it on some other basis. By submitting your tender, you are taken to accept this.

Information	How it is treated
Tender submissions	Will be treated as publicly inaccessible at least until the successful bidder has signed the contract.
Identity and amount of tenders	The identity and amount of the successful tender will become publicly accessible only after award. The identities and amounts of unsuccessful tenders will remain inaccessible. If amounts appear in publicly accessible documents, the bidders will normally not be identified by name. Unsuccessful bidders will continue to have their existing rights to know details about their own tender, but not other peoples.
Contract documents as completed by the successful bidder	Accessible during the advertisement period under the council's auditing regime.
Amounts spent on purchases etc.	Accessible
Trade secrets and other information that is genuinely commercially confidential	Under European Law the council is obliged not to disclose information that is genuinely confidential (such as the formula for making a particular product). However, the Information Commissioner has made it clear that this cannot be used as a blanket justification for refusing access, and that councils may not agree to treat information as confidential unless there is a really strong justification for doing so.

10. Whistleblowing

- 10.1 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 Prevention of Corruption Acts 1889-1916.
- 10.2 There are stringent similar provisions under both UK and European law in respect of money laundering and misconduct in respect of European funding.
- 10.3 The council takes these issues very seriously. It encourages all contractors, bidders or for that matter anyone else, to contact it if any Councillor, employee or other contractor, bidder or potential bidder approaches them and either attempts to engage them in any such activity or infers that they could do so.
- 10.4 If so, or for that matter in respect of any concerns a contractor 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.
- 10.5 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.

11. Instructions to Bidders

- 11.1 Tenders must be submitted in accordance with the following instructions. Any tenders not complying with the requirements of the tender in any particular may be rejected by the council, whose decision in the matter shall be final.
- 11.2 These instructions are designed to explain matters to bidders in simple terms. If there is any conflict or incompatibility between these instructions and any condition or provision in the contract, the contract shall prevail.
- 11.3 Bidders should read the instructions and guidance carefully before completing the tender documentation. Failure to comply with these requirements for completion and submission of the tender response may result in the rejection of the tender.
- 11.4 All tender documents must be completed in their entirety. The bidder who is awarded the contract will be required to sign further documentation.
- 11.5 By submitting a tender, you will be taken to have agreed that your tender will remain open for acceptance for a minimum of 90 days from the closing date.
- 11.6 Bidders may modify their quotation prior to the deadline for receipt. No quotation may be modified subsequent to the deadline for receipt. Bidders may withdraw their quotations at any time prior to accepting the notification of award.
- 11.7 Tenders must not:

- Be qualified;
- Be conditional;
- Be accompanied by statements which could be construed as rendering them equivocal and/or placed on a different footing to those of other tenders.

11.8 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 that bidder only.

11.9 All clarifications either by the bidder or the council must be made via the Portal messaging area only.

11.10 All documentation supplied by the council shall remain its property and confidential to it. Bidders may not without the council's written consent at any time use for your own purposes or disclose to any other person (except as may be required by law) the tender or contract documents or any information or material which the council may make available to bidders all of which shall remain confidential to the council.

11.11 Only tenders submitted without qualification strictly in accordance with these instructions will be accepted for consideration. The council's decision on whether or not a tender is acceptable will be final and the bidder concerned will not be consulted. If a tender is excluded from further consideration the bidder concerned will be so notified.

11.12 The council does not bind itself to accept the lowest or any tender and shall not be liable for any loss or expense incurred by any bidder in the production of the tender or as a result of its decision not to award the contract to any bidder.

11.13 The council reserves the right to accept or reject any written tender and to abort the tender process and reject all written tenders at any time prior to award of contract without incurring any liability to the affected bidders. The council is not bound to accept the lowest or any tender response made as a result of this invitation and reserves the right to accept all or part of an offer, unless the bidder expressly stipulates to the contrary.

12. Completing the Invitation to Tender

12.1 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.

12.2 You must complete the Invitation to Tender in English and in the format outlined in the Form of Tender (Volume One, 15) unless you are choosing to submit the European Single Procurement Document (ESPD) in the place of parts 1 and 2 of the Supplier Selection Questionnaire (SQ) and return it via the online procurement portal, to arrive not later than the date specified on the front page. If you do choose to submit the ESPD, please ensure you also respond to Part 3 of the SQ.

12.3 You should provide your responses to the questions in Volume Two underneath each of the questions posed, 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 be at your risk, and is likely to have a detrimental effect on the evaluation of your tender.

- 12.4 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.
- 12.5 Where a word limit has been indicated, the bidder should add their word total at the end of each response. Random checks will be made by the council.
- 12.6 Tenders should be submitted in pounds Sterling and exclusive of Value Added Tax (VAT).
- 12.7 If there is any question in the tender documentation you cannot answer or any requested information you cannot provide, you should give a full explanation as to why within your tender documentation.
- 12.8 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.

13. Pricing Schedule

- 13.1 The pricing schedule at appendix 1 for (Lot 1) needs to be completed. Please note price will only be evaluated at call off stage.
- 13.2 For Lot 2, Providers will submit their Menu of Charges
- 13.3 Please sign and date the pricing schedules when required. Electronic signatures are accepted following the Electronic Signatures Directive 1999.
- 13.4 Prices must be kept open for a period of 90 days from your submission.

14. Communication and Clarification

- 14.1 The council is utilising an electronic tendering tool to manage this procurement and communicate with bidders with the contract being awarded using The Portal 'Supplying the South West'.
- 14.2 During the tender process, any communication with the council shall be via the on-line portal. After the closing date for receipt of tenders the council expects only to make contact with bidders for the following purposes:
 - To arrange an accompanied site visit,

- To clarify a response or document received as part of the bidder's submission,
- To inform bidders of the award decision,
- To agree the commencement date.

- 14.3 If you have any enquiries about the contract documentation which might have any bearing on your tender, you should raise these through the online portal, and in any case not later than seven calendar days before the date for return of tenders. Where such an enquiry has been made, the council will circulate a copy of the enquiry and its written reply to all bidders but will preserve the anonymity of the enquirer.
- 14.4 Bidders 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.
- 14.5 Where such queries require revision of the tender/contract documents, a tender amendment shall be issued via The Portal.
- 14.6 The council may make changes to the contract documentation with any such changes notified to the bidder via the on-line portal as tender amendments. Where such tender amendments are issued within six working days of the submission date, the council shall extend the deadline of the tender period where significant changes are made.
- 14.7 Bidders will be notified of the outcome of their tendering according to the indicative timetable provided at 2.0 above, and no useful purpose will be served by communications with the council in the meantime, unless invited to do so by the council.
- 14.8 Any tenders received after the specified deadline will not be considered unless the closing date for receipt of tenders is formally extended by the council and communicated. Submissions received after the closing date may be considered in exceptional cases where submission is not possible for reasons outside of the bidders control, however this will be permitted only at the discretion of North Somerset Council and their decision on this will be final.
- 14.9 Tenders must be based upon the conditions set out in the following documents, otherwise they may be rejected technically, commercially or both on the grounds of non-compliance.
- Instructions for Tendering Volume One
 - Invitation to Tender Volume Two
 - The Contract Document (including specification, schedules and appendices
 - Policies

(together referred to as the 'contract documentation')

14.10 Bidders must complete the following documents which will form part of the contract with the council if the Bidder is successful.

- Completed and signed Form of Tender (Volume 2, Part 4)
- Completed Bidder Information (Volume 2, Part 1-3)
- Completed Quality Submission (Volume 2, Part 3)
- Completed Anti-collusion Certificate (Volume 2, Part 5)
- Completed Certificate as to Canvassing (Volume 2, Part 5)
- Completed Form of Tender (Volume 2, Part 5)

(together referred to as the 'tender documentation')

14.11 Prices quoted shall be exclusive of VAT.

14.12 Any information provided that has not been asked for will not be taken into consideration.

14.13 Tenders will only be accepted electronically if issued on www.supplyingthesouthwest.org.uk (The Portal). Tenders will not be accepted by fax or email unless otherwise agreed on an individual basis.

14.14 The tender documents must not be amended by the bidder; any modifications considered to be expedient should form the subject of a separate part of the tender submission and marked 'Alternative Proposals'. No altered or erased figures should appear on the Pricing Schedule without being initialled by the bidder authorised signatory.

14.15 The submission of a tender by the bidder is deemed to mean that they have understood the nature and extent of the service required. No claim founded on a bidder's failure to obtain interpretation of the contract prior to submission of their tender will be considered.

15. Form of Tender

15.1 You are to submit your tender in the following format with the required information. Failure to do so may disqualify your tender.

Part/Section	Required information	Further information
Part 1, Section 1	Provider Information Bidding Model Contact Details	Complete all questions of all parts of Volume 2 Part 1 Section 1.
Part 2, Section 2	Grounds for mandatory exclusion	Please indicate your answer by marking a 'X' in the relevant box
Part 2, Section 3	Grounds for discretionary exclusion	Please indicate your answer by marking a 'X' in the relevant box
Part 3, Section 4	Economic and Financial Standing	Respond to all of the questions laid out.

Part 3, Section 5	Organisational relationships	Please complete this section with the detail requested.
Part 3, Section 6	Technical and Professional Ability	Please complete this section with the detail requested.
Part 3, Section 7	Modern Slavery	If appropriate, please complete this section with the detail requested.
Part 3, Section 8	Additional Questions	If appropriate, please complete this section with the detail requested.
Part 3, Section 9	Project specific questions to assess Technical and Professional Ability	Please complete each of the areas within this section.
Part 4	Pricing	Complete the pricing schedule at appendix 1 for Lot 1. To be scored at call off stage. For Lot 2, Providers will submit their Menu of Charges
Part 5	Anti-Collusion Certificate	Complete, sign and submit the Anti-Collusion Certificate
Part 5	Certificate as to Canvassing	Complete, sign and submit the Certificate as to Canvassing
Part 5	Form of Tender Letter	Complete, sign and submit the Form of Tender Letter

16. Tender Evaluation

16.1 The council will evaluate tenders on the basis of what is the most economically advantageous to it. It proposes to take into account both quality and price (price will be assessed at Call-Off stage) and will take into account any loading of rates or manipulation of the programme that could represent a financial implication for the council.

16.2 All tenders will be scored as follows:

Framework stage: all providers who score a minimum of 3 on each method statement question (and pass all pass/fail requirements), will be awarded a place on the framework.

Call off stage:

Adults – Price 100%

Children's and Young People - Price 100%

If more than one Provider expresses an interest then the start date that the Providers have given will be considered. Should a Provider be able to start sooner than the Provider with the lowest rate, then that Provider will be given the opportunity to revise their start date. If they are unable to amend the start date, a team manager will make a decision as to which Provider to award the Package to based on risk to the Client.

NB, The Providers rate submitted as part of this tender will be taken as their rate however, Providers can submit a lower alternative rate at the point of Call-Off.

- 16.3 There are a number of Pass/Fail sections within this tender as indicated in Section 18, Table 3. These sections will be evaluated first before Section 9 Technical and Professional section. Any tender that fails the initial Pass/Fail sections will not have their Technical and Professional section assessed.
- 16.4 Each of the questions with the quality submission will be scored using the scoring matrix shown below.

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 Bidders' relevant ability and/or gives the council a good level of confidence in the Bidders' ability. All requirements are met and evidence is provided to support the answers demonstrating 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 Bidders' 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 Bidders' ability to deliver the specification.
0	Unsatisfactory	No response or response does not provide any relevant information and does not answer the question.

“Requirements” are those identified within the Contract Documentation (including specification)

16.5 Price (scores at the call off stage) will have a weighted score of 100% and will be evaluated as follows:

The tender with the lowest total price will receive the maximum score of 100% and the prices of all other tenders will be expressed as a percentage of the maximum score.

As an example, the table below shows 4 differing bids (column A). Column C indicates the % awarded to each of the bids dependent on how far away from the lowest bid, column E calculates it into a weighted price score. This will be dependent on the weighting indicates at Column D which is for example purposes only.

	A	B	C	D	E
Bidder	Submitted Bid (£)	Difference from Lowest Bid (£)	Unweighted Price Score %	Price Weighting %	Weighted price score %
Bidder A	£108,507	£42,822	60.54%	40%	24.21%
Bidder B	£65,685	£0	100.00%	40%	40.00%
Bidder C	£79,386	£13,701	82.74%	40%	33.10%
Bidder D	£80,813	£15,128	81.28%	40%	32.51%

For Lot 2, Providers will submit their Menu of Charges

16.6 If the council considers a Tender to be abnormally low priced and it considers that the tender price is not sustainable, it reserves the right to challenge how the bidder can deliver the expected quality at that price. If the council is satisfied that the tender price is indeed unsustainable, then it is at liberty to reject the tender.

17.0 Submission of Tender - Electronic Tendering

17.1 The council is utilising an electronic tendering tool to manage this procurement and communicate with bidders. Accordingly, there will be no hard copy documents issued to bidders and all communications with the council including the submission of bidders responses will be conducted via The Portal.

17.2 Please allow sufficient time to upload documentation. It would be unwise to commence uploading documents less than two hours before the deadline. If you experience any

technical difficulties in the lead up to the deadline, please contact a member of the Strategic Procurement Service to discuss.

- 17.3 Pro Actis who provide The Portal also offer supplier support. For all support issues suppliers must in the first instance log their query via the following email:

- ProContractSuppliers@proactis.com

If the query is of a time sensitive nature they also have an Emergency Contact number:

- 0330 0050352

In the first instance bidders should log their call using the email address provided

- 17.4 It is the bidders responsibility to ensure that all documents are uploaded on time. The e-tendering system 'Pro Contract' will hold all of the information that bidders upload securely until the Tender opening date.

18.0 Method of Evaluation

- 18.1 This section seeks to clarify further how each of the sections in Volume Two will be evaluated i.e. whether they are scored or constitute a Pass/Fail

Table 1 details those sections that will be scored:

Table 1

Key Section Question/s	Outline	Level
Section 9	Project specific questions to assess technical and professional ability	Using the scoring matrix at 16.4 each of the responses from A3 onwards will be scored by a panel of evaluators and weighted accordingly. See Table 2 below.

Table 2

Key Section Question/s	Outline	Criteria
Section 9	Project specific questions to assess technical and professional ability	
A3	Please provide the rating of your latest CQC report. Safe Effective Caring	Pass/Fail

	<p>Responsible Well-led</p> <p>If not applicable or available, please explain why.</p> <p>You will not be approved if you have a rating of inadequate in any of the categories above. If you are rated as requires improvement overall please submit your CQC action plan.</p>	
A4	<p>Please describe your organisation's ethos, including;</p> <ul style="list-style-type: none"> • Your approach to prevention and managing limited resources in health and social care • How you ensure that quality of life is central to the services you provide <p>(Max 600 words)</p>	Minimum score of 3 or more (for all method statements) = place on the framework
A5	<p>Describe the methods, resources and training you use to ensure that all staff are able to recognise, record and report;</p> <ul style="list-style-type: none"> • Changes and/or fluctuations in Persons health and well being • Improvement in Persons mobility and function • Personal outcomes achieved <p>Please submit an anonymised example of a risk assessment and Personal Plan for someone with complex health and or social care needs that you have supported within the last 12 months. (Not included in word count)</p> <p>(Max 800 words)</p>	Minimum score of 3 or more (for all method statements) = place on the framework
A6	<p>Please provide:</p> <ol style="list-style-type: none"> a) A management chart for your organisation and where this services / staffing structure fits within it. b) How you give supervision and support c) Employee development and continual professional development including how you ensure staff competencies including induction d) Details on the system(s) in place for financial monitoring, supervision, performance management etc. e) Ensuring that employees have the right approach to dealing with vulnerable persons <p>(Max 1000 words)</p>	Minimum score of 3 or more (for all method statements) = place on the framework

A7	<p>Social Value (Up to 600 words)</p> <p>In response to the Public Services (Social Value) Act 2012, North Somerset Council wish to encourage/support the following through this contract across the area of North Somerset:</p> <ul style="list-style-type: none"> • Support the local economy • Promote job opportunities / employment of apprentices • Encourage work in partnership • Promote equal opportunities • Support vulnerable people <p>Bidders must detail ways in which they can further these aspirations within this contract. Social value with regards to this provision could include, but is not limited to, the following: 6</p> <ul style="list-style-type: none"> • Maximising employment opportunities for long term unemployed, care leavers, and individuals from groups traditionally underrepresented in the construction industry, e.g. women, disabled people and people from BME communities. • Maximising spend within the local supply chain • Maximising local recruitment opportunities • Providing opportunities for training / apprenticeships and work with educational establishments 	
A.8	<p>Lot 2 - Care and Support Spot Purchase – Day Opportunities Framework</p> <p>1.1 What services do you offer?</p> <p>Describe the scope and limitations, including but not limited to;</p> <ul style="list-style-type: none"> • A menu of activities and charges – please note, this will become your contract Schedule 2- Table of Rates • The location of the activities you offer • The duration of these activities • Who can and cannot attend the activities you offer – i.e. <ul style="list-style-type: none"> ○ The accessibility of the activities ○ The groups of people you support i.e. older person, dementia, carers 	Minimum score of 3 or more (for all method statements) = place on the framework

	<ul style="list-style-type: none"> ○ The needs you can meet i.e. basic personal care, mobility <p>1.2 The Council's priority in commissioning personalised day opportunities for older adults and those with dementia or associated conditions in North Somerset, is to maintain or improve physical and emotional wellbeing. Please describe in your answers to the questions below, why and how your organisation shares these priorities and how you will work in partnership to achieve them?</p> <p>Describe;</p> <ol style="list-style-type: none"> a) How do you ensure that a person has a positive experience of your Service? b) How do you decide on the activities that are on offer? c) How do you ensure that the people attending your Service, improve their physical and/or mental wellbeing? d) How do you capture this? e) Please provide a case study that evidences the above. f) How do you support informal carers? g) How do you help people to make connections with others that allows the benefits of your Service to permeate their day to day lives? h) What other agencies do you work/link with to improve your Service? i) How do you ensure staff are trained to support the users of the Service, including where activities are run by an expert in the field but not from a social care background. <p>1.3 Please submit, Safeguarding Policy/process A User Plan example Risk Assessment for an individual and group activity example</p> <p>(Max 1500 words)</p>	
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Table 3 details those sections that are Pass / Fail:

Table 3

Key Section Question/s	Outline	Level
Part 2, Section 2	Grounds for Mandatory Exclusions	The council may exclude any provider who answers 'Yes'.
Part 2, Section 3	Grounds for Discretionary Exclusion	The council may exclude any provider who answers 'Yes'.
Part 3, section 4	Economic & Financial Standing (self-certification)	Full details must be submitted or the council reserve the right to fail the bidder. Financial standing will be judged by the council's Finance Officers through an assessment of the company's profitability, liquidity gearing and turnover and must be judged as acceptable to undertake the contract. Please note if your annual turnover is less than 50% of the annualised contract value then for this contract your application will not pass the financial assessments. Please refer to 18.4 below for more detailed evaluation guidance. This is a Pass/Fail requirement.
Part 3, Section 6	Technical and Professional Ability	The responses will be judged on their relevance to this Contract opportunity. This is a Pass/Fail requirement.
Part 3, Section 7	Modern Slavery Act	The council may exclude any provider who answers 'No' to 7.2.
Part 3, Section 8	Insurance (self-certification)	Minimum: Employers Liability £5 Million Public Liability £10 Million Professional Indemnity £5 Million This is a Pass/Fail requirement.
Part 3, Section 9	Project specific questions to assess Technical and Professional Ability	Your response to this section will be evaluated, please refer to 18.2 and 18.3 below which offers additional guidance on the scoring mechanism to establish a pass/fail for questions A.1, A.2 and A.3. This is a Pass/Fail requirement.

18.2 Additional guidance with regards the Health & Safety

All questions in this section must be completed. Your Health & Safety policy must be of a standard to demonstrate competence and compliance with regards to H&S legislation and will be considered in relation to the nature of each procurement.

All of the questions asked are based on legislative requirements and responses will be evaluated to ensure that the information provided corresponds to the level of risk of the work or service activity(ies) specified within the tender.

The pass mark for this is 2

A score of less than **2** for any part will be considered to have failed and removed from the tender process. Where a policy is awarded a score of less than **2**, it will also be deemed to have failed and the next most economically advantageous tender will be assessed.

Excellent Response, wholly compliant.	3
Good response, the key information / standards are in place. Some minor omissions	2
Information submitted is inadequate	1
Significant omissions. Response wholly inadequate or no response.	0

18.3 Additional guidance with regards Equalities & Diversity

Your equality and diversity policy as requested at Section 9, A2b, Volume Two will be assessed using the following criteria:

- Inclusion of all 9 protected characteristics specified in the Equality Act (age, disability, race, religion or belief, sexual orientation, pregnancy and maternity, marriage or civil partnership, sex, gender reassignment)
- A statement of acknowledgement of compliance with responsibilities under the Equality Act 2010
- A statement of how equality issues are being considered by the organisation in both employment and service delivery
- A statement of how equality issues are reviewed or monitored in the organisation, including the overall responsibility for the implementation of the policy
- An action plan on how equality issues are being improved across the organisation.

A point will be awarded for each fulfilled criteria which is evident in your policy. The pass mark for this is 3/5.

18.4 Additional guidance with regards to the Financial Evaluation

The key objective of financial appraisal is to analyse a bidder's financial position and ability to carry out this contract. A range of factors needs to be considered as part of the appraisal and various financial statistics, ratios and figures analysed. Once the appropriate data has been obtained a professional judgement must then be applied to the issues.

When undertaking the financial vetting the council looks at the two most recent sets of bidder's accounts, which shows three years of financial information, along with those of any parent company (if applicable and acting as guarantor). These would be checked for general audit qualification issues and then analysed to give an indication of turnover

and contract capacity, profitability, liquidity, net worth, asset/debt position and general stability.

An Experian risk report will also be obtained and reviewed as part of the process. This report provides a Commercial Delphi Score (out of 100) where the risks have been assessed by Experian.

Initially basic checks are made on a bidder's title and any relevant registration details (e.g. registered number at Companies House). The council would check whether the bidder is trading or dormant and whether it has a parent company. The status of the accounts is also determined to check whether accounts submitted are for the last accounting period for which statements have been filed and whether there are later accounts that are overdue.

When considering profitability the council looks at the profit before tax. A loss in the year would be looked at in conjunction with the balance sheet resources available to cover this loss and any losses in the preceding year which would indicate trading difficulties. Return on Capital Employed will be analysed which measures how efficiently a company can generate profits.

When looking at liquidity the council uses the Acid Test ratio. The Acid Test Ratio is a measure of financial strength, which excludes stock so that only liquid assets are included. This addresses the question of whether the bidder has enough current liquid assets to meet the payment schedule of its current debts with a margin of safety for possible losses in current assets.

The council would look at the bidder's balance sheet and determine the net tangible worth of the organisation and to ascertain whether any elements can be mobilised in a financial crisis. The council could also look at the debt (gearing) ratio, total liabilities against shareholders' funds, cash balances, debtors and creditor days, interest cover and interest paid against profit before interest and tax. This list of analysis is non-inclusive, and therefore additional financial ratios and analysis could be completed in order to appropriately assess the financial risks of the company.

Contract limit is the size of contract that is considered 'safe' to award to a bidder, based on a simple comparison of the annual contract value to the annual turnover of the organisation. This gives the council an idea of financial strength to ensure that the bidder can cope financially with this size of contract. The council assesses the capacity issue of whether the bidder has the resources to carry out the work. The council also considers whether the bidder will become over-dependant on the contract in question. For a DPS this test is excluded at initial testing, until further information on contract values and periods can be obtained.

The council would consider all of the above in assessing the financial standing of bidders and that of any parent (if applicable), and then a judgement would be made as to the level of risk that the organisation would represent to the council.

The final decision regarding the acceptability of the bidder's financial standing relies on a degree of professional judgement from the council. If the council decides that the financial standing of the bidder is such that it does not have the ability to perform the

contact and represents an unacceptable risk to the council, then the bidder will be excluded from further consideration in this procurement process.

Guidance on new supplier Selection Questionnaire

Mandatory Exclusion Grounds

Public Contract Regulations 2015 R57(1), (2) and (3)

Public Contract Directives 2014/24/EU Article 57(1)

Participation in a criminal organisation

Participation offence as defined by section 45 of the Serious Crime Act 2015

Conspiracy within the meaning of

- section 1 or 1A of the Criminal Law Act 1977 or
- article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland)

Order 1983

where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;

Corruption

Corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;

The common law offence of bribery;

Bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010, or section 113 of the Representation of the People Act 1983;

Fraud

Any of the following offences, where the offence relates to fraud affecting the European Communities' financial interests as defined by Article 1 of the convention on the protection of the financial interests of the European Communities:

- the common law offence of cheating the Revenue;
- the common law offence of conspiracy to defraud;
- fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978;
- fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006;
- fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994;
- an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993;
- destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969;

- fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006;
- the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

Terrorist offences or offences linked to terrorist activities

Any offence:

- listed in section 41 of the Counter Terrorism Act 2008;
- listed in schedule 2 to that Act where the court has determined that there is a terrorist connection;
- under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by the previous two points;

Money laundering or terrorist financing

Money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002

An offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996

Child labour and other forms of trafficking human beings

An offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;

An offence under section 59A of the Sexual Offences Act 2003

An offence under section 71 of the Coroners and Justice Act 2009;

An offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994

An offence under section 2 or section 4 of the Modern Slavery Act 2015

Non-payment of tax and social security contributions

Breach of obligations relating to the payment of taxes or social security contributions that has been established by a judicial or administrative decision.

Where any tax returns submitted on or after 1 October 2012 have been found to be incorrect as a result of:

- HMRC successfully challenging the potential supplier under the General Anti – Abuse Rule (GAAR) or the “Halifax” abuse principle; or
- a tax authority in a jurisdiction in which the potential supplier is established successfully challenging it under any tax rules or legislation that have an effect equivalent or similar to the GAAR or “Halifax” abuse principle;
- a failure to notify, or failure of an avoidance scheme which the supplier is or was involved in, under the Disclosure of Tax Avoidance Scheme rules (DOTAS) or any equivalent or similar regime in a jurisdiction in which the supplier is established

Other offences

Any other offence within the meaning of Article 57(1) of the Directive as defined by the law of any jurisdiction outside England, Wales and Northern Ireland

Any other offence within the meaning of Article 57(1) of the Directive created after 26th February 2015 in England, Wales or Northern Ireland

Discretionary exclusions

Obligations in the field of environment, social and labour law.

Where an organisation has violated applicable obligations in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Directive (see copy below) as amended from time to time; including the following:-

- Where the organisation or any of its Directors or Executive Officers has been in receipt of enforcement/remedial orders in relation to the Health and Safety Executive (or equivalent body) in the last 3 years.
- In the last three years, where the organisation has had a complaint upheld following an investigation by the Equality and Human Rights Commission or its predecessors (or a comparable body in any jurisdiction other than the UK), on grounds of alleged unlawful discrimination.
- In the last three years, where any finding of unlawful discrimination has been made against the organisation by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or incomparable proceedings in any jurisdiction other than the UK).
- Where the organisation has been in breach of section 15 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has a conviction under section 21 of the Immigration, Asylum, and Nationality Act 2006;
- Where the organisation has been in breach of the National Minimum Wage Act 1998.

Bankruptcy, insolvency

Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

Grave professional misconduct

Guilty of grave professional misconduct

Distortion of competition

Entered into agreements with other economic operators aimed at distorting competition

Conflict of interest

Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure

Been involved in the preparation of the procurement procedure.

Prior performance issues

Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions.

Misrepresentation and undue influence

The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

Additional exclusion grounds

Breach of obligations relating to the payment of taxes or social security contributions.

ANNEX X Extract from Public Procurement Directive 2014/24/EU

LIST OF INTERNATIONAL SOCIAL AND ENVIRONMENTAL CONVENTIONS REFERRED TO IN ARTICLE 18(2) —

- ILO Convention 87 on Freedom of Association and the Protection of the Right to Organise;
- ILO Convention 98 on the Right to Organise and Collective Bargaining;
- ILO Convention 29 on Forced Labour;
- ILO Convention 105 on the Abolition of Forced Labour;
- ILO Convention 138 on Minimum Age;
- ILO Convention 111 on Discrimination (Employment and Occupation);
- ILO Convention 100 on Equal Remuneration;
- ILO Convention 182 on Worst Forms of Child Labour;
- Vienna Convention for the protection of the Ozone Layer and its Montreal Protocol on substances that deplete the Ozone Layer;
- Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal (Basel Convention);
- Stockholm Convention on Persistent Organic Pollutants (Stockholm POPs Convention)
- Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade (UNEP/FAO) (The PIC Convention) Rotterdam, 10 September 1998, and its 3 regional Protocols.

Consequences of misrepresentation

A serious misrepresentation which induces a contracting authority to enter into a contract may have the following consequences for the signatory that made the misrepresentation:-

- The potential supplier may be excluded from bidding for contracts for three years, under regulation 57(8)(h)(i) of the PCR 2015;
- The contracting authority may sue the supplier for damages and may rescind the contract under the Misrepresentation Act 1967.
- If fraud, or fraudulent intent, can be proved, the potential supplier or the responsible officers of the potential supplier may be prosecuted and convicted of the offence of fraud by false representation under s.2 of the Fraud Act 2006, which can carry a sentence of up to 10 years or a fine (or both).
- If there is a conviction, then the company must be excluded from procurement for five years under reg. 57(1) of the PCR (subject to self-cleaning).