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**INVITATION TO REQUEST FOR QUOTATIONS**

**Medical Advisory Service**

**(Royal Borough of Kingston)**

1. The duration of the contract is an estimated 3 years, subject to the right of the Council (at its sole discretion) to exercise its right to extend the contract up to a further period or periods for a maximum of a further 24 months, creating a maximum contract term of 5 years.
2. Documents that form part of the RFQ:
* **Appendix 1 of the RFQ**: Service specification.
* **Appendix 2 of the RFQ:** Pricing schedule
* **Attachment within the London Tenders Portal:** Terms and Conditions (T&Cs)
* **Attachment within the London Tenders Portal:** Form of Proposal
1. This document sets out the procedural requirements with which Bidders must comply when submitting Quotations in order for their proposal to be considered by the Council. The process has been structured in a way to:
* assist the Council in choosing the Quotation which will be ***most economically advantageous*** to the Council;
* make clear the requirements with which Bidders must comply and the basis on which the quotations will be evaluated; and
* maintain competition throughout.

**2. GUIDANCE TO BIDDERS**

**Instruction to upload**

1. Bidders must complete and return their bids using the Council e-tendering portal Proactis: <https://procontract.due-north.com/Login>
2. Please answer every question as requested.
3. When prompted to accept our Terms and Conditions (T&Cs), we expect you have read, understood, and are in agreement with the proposed terms. Each proposal received by the Council shall be deemed to have been made subject to the Council’s Terms and Conditions (T&Cs) which are outlined in Appendix 2.
4. Any communication during the bidding MUST be done via the e-tendering portal. The Council reserves the right to disqualify any bidder who communicates outside of the portal.

**Timetable**

1. The projected indicative timetable for this procurement is as follows:

| **STAGE** | **DATE** |
| --- | --- |
| Issue Request for Quotation | 19/07/2021 |
| Deadline for Clarification Questions | 23/07/2021 |
| Request for Quotation Deadline | 02/08/2021 9:30am |
| Notification of Outcome | Mid August |
| Expected Contract Start | 01 September 2021 |

1. This timetable is indicative only. Whilst the Council does not intend to depart from the timetable, it reserves the right to do so at any time.

**Pre-Bidders Clarification**

1. Any requests for clarification arising from this RFQ must be submitted via the Council e-tendering messaging facility in advance of the deadline set out in paragraph 2.5.
2. The Council aims to respond in a timely manner, although may need to request further information in order to respond appropriately.
3. The Council will publish on the portal, in an anonymized form, all requests for clarification and responses. The identity of bidders that submit clarification requests will not be disclosed to other bidders on the portal.
4. It is the Bidder's responsibility to review all the clarifications issued.

**Submission**

1. Completed quotations must be returned electronically via the Council’s e-tendering portal system no later than the deadline as set out in paragraph 2.5 (Indicative Procurement Timetable), unless a revised deadline is communicated. If a quotation is received after the deadline the Council may at its discretion reject the quotation. It is entirely the responsibility of the bidder to ensure that it submits its quotation by the deadline.
2. If a bidder requires any assistance submitting its quotation through the portal it should refer to the online Help and Guidance section available.
3. If a bidder’s quotation contains omissions, the Council reserves the right (at its discretion) to disqualify the entire quotation or to seek further clarification regarding the omission.
4. It is the responsibility of the Bidder to ensure that they have all the information they need to prepare their Quotation.

**Commercial sensitivity**

1. If a bidder considers its question to be commercially sensitive then the question must be clearly marked "In confidence – not to be circulated to other bidders" and the bidder must set out the reason for the request for non-disclosure to other bidders. The Council will consider this request but where, in the Council's opinion, it is considered that the request does not relate to commercially sensitive information the bidder will be informed that it can either withdraw the request or, if not withdrawn, the request and response will be circulated to all bidders via the Council's e-tendering system.

**3. GENERAL INFORMATION AND GUIDANCE**

**Bid Costs and Bid Validity period**

1. Bidders are advised that all costs included in preparation and submission of bids and any other costs will be borne by them, and in no circumstances will the Council be responsible for any such costs.
2. Unless otherwise stated by the bidders, the bids shall remain valid for 90 days from the RFQ deadline. Any bids submitted for a shorter period may be rejected by the Council as failing to meet the RFQ conditions.

**Right to Cancel or Vary**

1. The Council reserves the right to terminate the procurement process at any time prior to award. The Council does not bind itself to accept the lowest bid, or any bids received, and reserve the right to call for new bidders should they consider this necessary. The Council shall not be liable for any costs or expenses incurred by any bidders in connection with the completion and return of the information requested in the bids Documents.
2. The Council reserves the right, at any time and at its discretion to cancel or withdraw from the procurement process at any stage, or to not award a contract.

**Conflicts of Interest**

1. The Council requires any and all actual or potential conflicts of interest to be disclosed by the bidder and resolved to the Council reasonable satisfaction prior to entry of any Contract. Failure to declare and/or resolve such conflicts to the reasonable satisfaction of the Council could result in the withdrawal of the relevant award of Contract.

**Non-Disclosure Agreement**

1. The Council may require Bidders to complete a Non-Disclosure Agreement before releasing confidential information relating to the quotation.

**Intellectual Property**

1. The copyright of this RFQ is vested in the Council and may not be reproduced, copied or stored in any medium without the prior written consent of the Council except in relation to the preparation of a Quotation. All documentation supplied by the Council in relation to this RFQ is and shall remain the property of the Council and must be returned on demand, without any copies being retained.

**Freedom of Information**

1. To allow the Council to meet its legal responsibilities under the Freedom of Information Act 2000 (FOIA), all information submitted to a public authority, such as the Council, may need to be disclosed by the Council in response to a request under the FOIA. The Council may also decide to include certain information in the publication scheme, which the Council maintains under the FOIA.
2. If a bidder considers that any of the information included in their bids’ response is commercially sensitive, they should identify it and explain (in broad terms), what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.
3. Bidders should be aware that, even where they have indicated that information is commercially sensitive, the Council might be required to disclose it under the FOIA if a request is received.
4. Bidders should also note that the receipt of any material marked ‘confidential’ or equivalent by the Council should not be taken to mean that the Council accepts any duty of confidence by virtue of that marking.

**General Data Protection Regulations**

1. New data protection legislation has come into force on 25th May 2018, which aims to protect the privacy of all EU citizens and prevent data breaches.
2. In procurements for contracts involving processing personal data to be awarded, due diligence will be undertaken to ensure suppliers can implement the appropriate technical and organisational measures to comply with GDPR and to ensure the protection of the rights of data subjects.
3. A Data Protection Impact Assessment (DPIA) may be undertaken after the contract award but prior to any processing with support from the Processor, factoring in time to consult the Information Commissioners Office (ICO) if the DPIA relates to high risk processing.

**Safeguarding**

1. The Council and contractors share a responsibility in safeguarding children and adults from abuse and to ensure that every person in society is treated with dignity and respect and protected from others who may abuse them. Where contractors come into contact with children or vulnerable adults in the course of their work, they have a duty of care to safeguard and promote their welfare and to work to prevent, detect and report neglect and abuse.

**4. Evaluation Model**

1. This section outlines the methodology by which bids will be evaluated. Upon receipt of the bids via the Council’s e-tendering portal, the Council may request clarification from bidders if there are questions concerning the proposal.
2. Evaluation of bids will be carried out in three stages. Bidders must pass Stage 1 in order for Stage 2 to be evaluated and must pass both Stage 1 Compliance and Stage 2 Quality in order for Stage 3 Price to be evaluated. If a bid fails Stage 1 Compliance, the Council will not evaluate Stage 2 Quality, and Stage 3 Price, and if the bid fails Stage 2 Quality, the Council will not evaluate Stage 3 Price.

The following table provides the mechanism which will be applied.

Stage 1 Compliance

| **Question Ref** | **Section** | **Scoring Method** |
| --- | --- | --- |
| Section 1 | Potential Supplier Information | None - for information only |
| Section 2 | Technical and Professional Ability | Pass/FailBidders must provide at least one contract example by at least one other Local Authority that can verify they delivered a service within the same scope and which has been delivered within the last three years.Bidders who do not provide at least one contract example will fail stage one and their tender will be rejected and not evaluated further. |
| Section 3 | Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015 | Pass/FailAll Tenders must complete all Forms in accordance with the instructions on the London Tenders Portal. |
| Section 4 | GDPR4.1 Please confirm that you have in place, or that you will have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects.4.2 Please provide details of the technical facilities and measures (including systems and processes) you have in place, or will have in place by contract award, to ensure compliance with the General Data Protection Regulation and to ensure the protection of the rights of data subjects. | Pass/FailNone - for information onlyAll Tenders must complete all Forms in accordance with the instructions on the London Tenders Portal. |
| Section 5 | Insurance | Pass/FailTenderers must have or commit to obtaining the minimum insurance levels published on the London Tenders Portal prior to entering into contract. Any bidders who do not commit to obtaining or have the required levels will fail this question and their tender will be rejected and not evaluated further. |
| Section 6 | Form of Proposals | Pass/FailAll Tenders must complete all Forms in accordance with the instructions on the London Tenders Portal. |

Stage 2 Method Statements

| **Quality** | Method Statement questions | Scoring as per Quality Section. |
| --- | --- | --- |

Stage 3 Price

| **Price** | Pricing Schedule | Scoring as per Price Section. |
| --- | --- | --- |

**Selection Criteria Evaluation**

1. The Selection Criteria which are included in sections ***1 to 7*** will be evaluated first as per paragraph 4.2.
2. If a “Fail” score is obtained on any of the questions designated “Pass/Fail”, this will result in the Proposal being rejected.

**Evaluation and scoring methodology**

1. The Council intends to award the Contract on the basis of the Quotation which represents the **most economical and advantageous response received from tenderers on the basis of evaluation criteria below.**

**Most Economically & Technical Response**

1. Bidders are required to submit a technical and commercial response. The scoring/evaluation will be weighted as set out below**:**

| ***Criteria*** | ***Tier 1 Weighting (%)*** |
| --- | --- |
| *Quality* | *40%* |
| *Price*  | *60%* |

1. An evaluation panel will assess each submission and, if appropriate to do so, will determine whether to award a contract.

**Quality section**

1. The quality of each bid will be scored by evaluating the Method Statement responses submitted by the bidder. The responses will be scored by the evaluation panel that will award marks in a range of 0 to 5. The marks awarded shall be determined using the scoring methodology set out below.

| **Score** | **Rating** | **Criteria for Awarding Score** |
| --- | --- | --- |
| 0 | Unacceptable | The information is omitted/no details provided, or irrelevant answer provided |
| 1 | Poor | The Customer has serious reservations that the Tenderer understands the requirement in the question. The proposal provides very limited evidence and assurance that the relevant aspect of the service would be delivered to the expected standard and there are serious doubts about aspects of the response. |
| 2 | Some Concerns  | The submission is superficial and generic in its scope. The Customer has some reservations that the Tenderer understands the requirement in the question. The proposal provides some limited evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard. |
| 3 | Satisfactory | The Customer is reasonably confident that the Tenderer understands the requirement in the question and the proposal provides some satisfactory evidence and assurance that the relevant aspect of the service or requirement would be delivered to a satisfactory standard. |
| 4 | Good | The submission is robust and well documented. The Customer is confidentthat the Tenderer understands the requirement in the question and the proposal provides good evidence and assurance that the relevant aspect of the service or requirement would be delivered to a good standard. |
| 5 | Excellent | The proposal is innovative and adds value. The Customer is completely confident that the Tenderer understands the requirement in the question and the proposal provides very good evidence and assurance that the relevant aspects of the service or requirement would be delivered to an excellent standard. |

1. Bidders should note that any responses to any of the Method Statement Questions submitted awarded a score of *0, 1 or 2*shall result in the rejection of the bid.
2. The Method Statement questions and their weightings are shown in ProContract. The question weightings add up to 100 in the system as this sets out the Tier 2 weighting. However, the overall weighting applied to Quality is **40** %.

| ***Question Number*** | ***Question*** | ***Minimum score to pass*** | ***T1 Weighting******%*** | ***T2 Weighting %*** |
| --- | --- | --- | --- | --- |
| *1* | **Please outline how you will provide an end to end service that meets the requirements set out in Appendix 1?** | *Minimum score of 3* | *15%* | *37.5%* |
| *2* | **How will your organisation ensure quality assurance of the work undertaken in performance of this contract?** | *Minimum score of 3* | *15%* | *37.5%* |
| *3* | **How will you ensure business continuity?** | *Minimum score of 3* | *10%* | *25%* |
| ***Total*** |  | ***40%*** | ***100%*** |

1. Your submission for the method statements should not exceed a maximum of 1000 words per method statement question and should be submitted via an attachment on the Council e-procurement system, ProContract. Any response which exceeds 1000 words will only have the first 1000 words evaluated.

**Price Section**

1. Please see below the maximum prices for the duration of this contract, inclusive of all costs. **Any prices which exceed the maximum rates will result in the rejection of the tender.**
2. The maximum rates are below: The Provider is required to provide their pricing on Procontract ensuring that they do not exceed the maximum prices stated.
3. There is no guarantee of volumes of work. Payment will be based on the number of clients supported.

| **Maximum Ceiling Prices** |
| --- |
| **Item No** | **Description Of Activity** | **Maximum No of units** | **Maximum Price per unit (excl VAT)** |
| *1* | As detailed in the Service Specification, Section 1 (a) and (b). | 520 | £22.08 |
| *2* | As detailed in the Service Specification, Section 1 (a) and (b). | Units over and above 520. | £22.38 |
| ***Total*** |  |  |

***Your pricing schedule must include all costs including expenses and/or travel.***

The bidder with the lowest price will achieve the maximum score.

Other bidders will be allocated a score on a pro/rata basis based on percentage variation to the lowest price e.g.

***Lowest Total indicative Tender price***

***---------------------------------------------------- X 60%***

 ***Tenderers Total Indicative Tender price***

The overall weighting applied to Price is 60%; therefore, each bid will achieve a final Price score out of 60%.

1. The pricing criteria weighting adds up to 100% in ProContract; but the overall weighting applied to Price is **60** %.

**Final Score**

1. The Bidder who satisfies all requirements of the Instructions to Quote and which is awarded the highest combined score shall be identified as the preferred Bidder. All scores will be rounded to two decimal places.

**Example**

| **Supplier** | **Quality Score %** | **Total Price Score %** | **Total Price and Quality Score %** | **Final Ranking**  |
| --- | --- | --- | --- | --- |
| **A** | **35.00** | **55.00** | **90.00** | **2** |
| **B** | **40.00** |  **53.00** | **93.00** | **1** |
| **C** | **20.00** | **45.00** | **65.00** | **3** |
| **D** | **25.25** | **38.00** | **63.25** | **4** |

**5. AWARD**

**Award Process**

1. Following the results of the above evaluation the Council will be in a position to award the contract to the bidder with the highest final evaluation score subject to the following:
2. Confirmation of the bidder’s status in relation to the information provided and completion of appropriate due diligence. Receipt of all necessary evidentiary documentation.
3. In the event of any material change to any of the information contained in the Quotation between the date of this Quotation and the date that the Council informs bidders of whether or not they have been selected, then the bidder shall immediately notify the Council in writing of such change.
4. The Council is entitled to revisit the selection and/or evaluation of the bidder, on the basis of any material change that has occurred, and it may exclude the bidder, if necessary, as a result of that process. Final determination of whether or not any change is material is at the Council's discretion.
5. Please note that The Council may ask for a Best and Final Offer before awarding the contract to the winning bidder.

**Notification**

1. Successful and unsuccessful bidders will be notified of the evaluation results through the Council e-tendering Portal.

**Contract**

1. The Council expects that each bidder who submits a Quotation does so in its own name (e.g. rather than in the name of another group company, or if the bidder is a consortium, in the name of the consortium that was accepted at the Quotation stage). If a bidder is accepted into a contract, the Council would expect that entity to enter into the relevant contract.

 Appendix 1

**SERVICE SPECIFICATION - MEDICAL ADVISORY SERVICE**

*for the provision of medical advice relating to Community Housing applicants.*

1. **Definition of task**

The Provider shall provide advice and guidance on medical matters that relate to the assessment of housing applications or other matters which fall within the responsibility of the Council.

The Council’s requirement does not extend to the Provider interviewing or assessing the applicant in person. However, from time to time the Provider may make enquiries to relevant medical practitioners in order to expedite or seek further information at the request of Community Housing.

The Provider’s personnel involved in the performance of this service must be on the United Kingdom (UK) General Practitioners (GP) register as administered by the UK General Medical Council (GMC) and have a working knowledge of the *Housing Act 1996*

1. **Housing Register**

The Provider shall assess and advise on medical information in relation to applications from households to join the Kingston Housing Register in accordance with the Council’s Housing Allocation Scheme 2017, Housing Act 1996 Part VI and relevant statutory guidance.

The Provider shall provide a report, using the template in Annex A, to provide advice and guidance to Community Housing for the purpose of awarding medical priority, mobility categories and overall banding with recommendations on banding being made with regard mobility categories and overall banding.

1. **Housing Options**

The Provider shall assess and advise upon medical information in relation to applications from households wishing to be considered for assistance with housing through the statutory homelessness schemes in accordance with Housing Act 1996 Part VII, as amended, relevant case law definitions, Homelessness Code of Guidance for Local Authorities.

This advice is not limited to the issue of vulnerability under the Housing Act 1996, Part VII, as amended, but also to provide advice on;

* Suitability of accommodation in respect of current accommodation
* Suitability of accommodation in respect of temporary accommodation offered
* Recommendations as to the type of temporary accommodation required to be provided
* Other situations where medical advice is required to aid decision making

The Provider shall complete a report, using the template in Annex A, to provide such advice and guidance to Community Housing for the purpose of assessing homeless cases mentioned at 3(b) (Housing Options) and make suitable recommendations.

1. **Process**

**Council responsibilities**

The Council is responsible for preparing the documentation for the Provider to assess.

The Council will, when providing documentation for consideration, complete the template in Annex A which will accompany any medical documentation, supporting documentation and medical self-assessment form.

**The Provider’s responsibilities**

The Provider will review the documentation supplied by the Council and provide advice and/or recommendations in the form of a completed template as per Annex A.

1. **Documents**

Documents will normally be made available in hard copy form for the Provider to review within the Council premises. Documents are not to leave the Council Offices with the exception of where the Provider may need to take details in order to make further enquiries. Refer to ‘exceptions’ below.

**Exceptions**

In circumstances where the Council Offices are closed to staff and contractors e.g. during Covid-19 or other restrictions, arrangements will be put in place whereby Community Housing staff will email the document bundle (template Annex A and relevant documents) via secure email to the Provider.

The Provider will respond to those requests via secure email to the Community Housing officer who sent the original documentation (unless other arrangements have been agreed in advance).

1. **Timescales**

The Provider’s representative shall attend the Council offices on a weekly basis to review documentation and provide advice and recommendations within five working days.

The Provider shall, by exception and where required, accept urgent cases where a fast turnaround is needed as part of the usual assessment process and feedback within a 48 hour period.

1. **Price & payment**

The fees and charges and payment plan for the Specific Services delivered under this agreement are set out in Annex B and the Framework Provider shall submit invoices which shall be paid in accordance with the payment plan set out.

 Appendix 2

**Pricing schedule**

The Council shall pay the Provider 30 days in arrears.

The Council requires the Supplier to deliver 520 units (1 unit = 1 case) of advice/reports per annum (based on a ceiling price/maximum unit cost of £22.08 (excl VAT) per unit. Each unit requires the full completion of one [Annexe A](https://drive.google.com/file/d/1UgxEjOIoByQa___2k2i1BiTxRYwYOmL_/view) - Medical Assessment Form. (Please see Attachment within the London Tenders Portal).



Any further requirements over and above the 520 units will be paid on an activity driven basis based on a ceiling price/maximum unit cost of £22.38 (excl VAT) per unit; up to a maximum total contract value of £15000 per annum, inclusive of the fixed element.

Bidders are required to state their unit cost for the fixed element. This must not exceed the ceiling price of £22.08 (excl VAT).

Bidders must also state the cost per unit above the 520 units commissioned. This must not exceed the ceiling price per unit of £22.38 (excl VAT).