INVITATION TO TENDER FOR THE PROVISION OF:

A Refreshed Existing Guidance Document which Supports Embedding the Key Principles of the Mental Capacity Act.

Deadline: Wednesday 30th September 2015 – 2:00pm

ITT Reference: 59989-2

**PART B –** Tender Schedules

(To be returned by Tenderers)

1. Specification
2. Executive Summary

The Mental Capacity Act (MCA) 2005 is an all-encompassing piece of legislation.

It seeks to enable individuals who may lack capacity to participate, insofar as they are able, in decisions about all aspects of their life It enables individuals to plan ahead for a time when they may lack capacity. And it ensures that where individuals lack the capacity to make a specific decision, professionals can make a decision in their best interests.

In 2014 the House of Lords published a report scrutinising the implementation of the MCA. They concluded that:

*“Its [The MCA] implementation has not met the expectations that it rightly raised. The Act has suffered from a lack of awareness and a lack of understanding.”[[1]](#footnote-1)*

In the Government response to the House of Lords Select Committee inquiry, this criticism was acknowledged and the government stated that in response to recommendations 1.6 and 12 in the House of Lords report it would:-

*‘5.5 Ask the Social Care Institute for Excellence (SCIE) to conduct a rapid but comprehensive review of MCA guidance and associated materials for the health and care sector. The aim will be to identify those materials that best provide different MCA audiences (e.g. social workers, nurses, ambulance services) with the information and tools that they require. These materials can then be jointly endorsed by national system partners and their existence advertised. We expect this review to be complete by the end of 2014.*

*5.6 The SCIE review may identify gaps in our combined MCA resources. Should this be the case then the Department of Health led MCA Steering Group will identify priority commissions and sources of funding from across the system. Our preference is that wherever possible, we should draw on the skills and expertise of those working at the front‐line.’[[2]](#footnote-2)*

SCIE conducted the aforementioned review of resources and have identified a number of gaps in provision which are impeding the implementation of the MCA and are not being addressed by partner organisations.

This specification seeks to address one of the gaps identified by SCIE, and specifically also by the House of Lords Select Committee, through securing a suitable contractor to develop a toolkit which will not only address the gaps in resources but also have a tangible positive impact on the lives of individuals lacking capacity.

1. The Requirement

The requirement is for the contractor to refresh an existing guidance document which supports embedding the MCA in their sector.

The guidance document will already be in existence but will need to be updated for 2015.

The Department does not wish to be overly prescriptive as to what the guidance document should look like, only that it should relate to the Mental Capacity Act.

**Essential criteria for the bid:**

* Must show how contractors will ensure the guidance directly relates to the Mental capacity Act
* Must have evidence of how the needs of service users will be considered and included in the refreshed guidance document.
* Must demonstrate how they will make the guidance document easy to access and easy to understand and interpret for the target user group
* Must be innovative in its approach to delivering guidance
* Must be easily available online
* If the guidance document relates to DoLS then the guidance must reflect the Supreme Court judgement on the 2014 Cheshire West case.
* Must clearly demonstrate how the bid will represent value for money for the Department and why departmental fund are required to refresh the guidance.

The estimate budget for this requirement is £4,000.

**Desirable Criteria for the bid:**

* Evidence of how the contractor plans to evaluate the developed materials to ensure the toolkit is useful and relevant to service users.

1. Authority Responsibilities

DH will appoint a DH representative to act as the contract manager.

1. Contractor Responsibilities

The Contractor shall:

### Appoint a Contract Manager to oversee the work and liaise with / report as DH requires to DH’s Contract Manager;

### Perform quality assurance on all aspects of the programme;

### Provide the Department with timely and ongoing evaluation and quality assurance information relating to the programme; and

### Provide on a monthly basis updates on costs.

1. Contract Management and Monitoring

### Monitor the quality of the service provision to ensure customer satisfaction in accordance with the key performance indicators outlined in the Contract, unless otherwise approved by the Project Manager;

### Provide a report on progress in delivering the requirement to the Project Manager on a regular basis,

### Attend meetings on site to review progress and discuss the service, as required by the Project Manager; and

### Attend a post contract review with the Department to review whether the objectives of the contract were met, to review the benefits achieved and to identify any lessons learnt for future projects.

1. Timetable

### The Project will be completed by 31st March 2016

1. Skills and Knowledge Transfer

It is vital to ensure that all skills and knowledge gained by this requirement are retained by the DH for the longer term. The successful Contractor will be required to provide either a final report or seminar detailing lessons learned sessions between DH and the Contractor.

1. Tenderer Response
2. Organisation details
3. Tenderer name

Please confirm the name of the Tenderer\*:

|  |  |
| --- | --- |
| Tenderer Name: |  |

* Full name of organisation tendering (or of organisation acting as the lead contact where a consortium bid is being submitted)

1. Contact details\*

Tenderers must provide contact details for this tender.

|  |  |
| --- | --- |
| Contact Name\* |  |
| Telephone number |  |
| Email address: |  |
| Address: |  |

* Contact is the person responsible for any queries relating to this proposal

1. Organisational status

Please confirm whether (or not) the Tenderer is a Small & Medium Enterprise[[3]](#footnote-3) (**SME**).

|  |  |
| --- | --- |
| The Tenderer is an SME (Yes / No) |  |

1. Solution Proposal
2. Overview

Tenderers must provide a concise summary highlighting the key aspects of the proposal.

(This response is not evaluated and should be used to contextualise the Tenderer’s response.)

| Response (maximum 250 words) |
| --- |
|  |

1. Leadership

Provide details of the qualifications and experience of the individual(s) whose responsibility will be to ensure that the requirement is delivered.

| Response |
| --- |
|  |

1. Method statement

Describe (with specific reference to the elements of the requirements, the outcomes expected and co-production methods) how it is intended to deliver the requirements of the specification.

| Response |
| --- |
|  |

1. Resource Plan

Provide a complete resource plan for the delivery of the Specification including details of the team involved, what these individuals will be doing and why these individuals are suitable for this requirement.

| Response |
| --- |
|  |

1. Exit Strategy & Skills Transfer

Describe the processes and deliverables of the exit phase of the service and how skills will be retained within the Authority.

| Response |
| --- |
|  |

1. Pricing Schedule
2. General Instructions
   1. The rates contained within the Pricing Schedule are, unless otherwise expressly agreed between the parties, firm.
   2. The rates entered shall be deemed to include complete provision for full compliance with the requirements of the Contract.
   3. The rates exclude VAT.
   4. The rates entered in the Pricing Schedule shall include all travel and subsistence costs. Expenses will only be approved if supported by original receipts. The Authority will only pay for expenses claimed that are in line with the Department’s guidelines for expenses. Original receipts will need to be provided.
   5. The Authority will only make payment for overnight stays that have been authorised beforehand in writing by the Authority's Representative.
   6. Any extra expenses other than travel and subsistence must be priced separately in the Pricing Schedule. The Department will only pay for expenses claimed that are included in this pricing schedule and are deemed to be reasonable for delivery of the requirement.
   7. Tenderers must include in the pricing schedules any discounts or any reduced pricing they are proposing to offer to the Authority in delivery of this requirement.

**Table A**

|  |  |  |  |
| --- | --- | --- | --- |
| **DESCRIPTION OF SERVICE** | | | **FIRM PRICE** |
| Staff Costs | | | |
| Name & Position | Cost per day | No of days |  |
| (a) | £ |  | £ |
| (b) | £ |  | £ |
| (c) | £ |  | £ |
| (d) | £ |  | £ |
| (e) | £ |  | £ |
| Production of Toolkit | | | £ |
| Co-Production Costs | | | £ |
| Any other costs (please describe what these costs are) | | | £ |
|  | | |  |
| **Total Contract Price (Evaluation Price)** | | | £ |

1. Contract Monitoring
2. General Instructions
   1. Tenderers must provide all the information requested in the following section as part of their tender proposal. Supporting documents may be submitted but must be clearly referenced back to the appropriate section.
3. Representatives
   1. Name of Authority's Representative(s): To be confirmed
   2. Name of Contractor's Representative(s): (Tenderer to complete)
4. Deliverables
   1. List of deliverables, outputs and reports Contractor is to supply: See specification
   2. Period(s) over which each deliverable, output and report is to be supplied: To be confirmed
   3. Information requirements: See specification
   4. Milestones: To be confirmed
5. Meetings
   1. Frequency of contract management meetings: To be confirmed
   2. Location of contract management meetings: To be confirmed
   3. Checking performance against anticipated plan: To confirmed
6. Remedies
   1. Remedies for below par performance: To be confirmed at contract award stage
7. Confidential & Commercially Sensitive Information
8. General
   1. All the information that the Authority supplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three – Conditions of Contract.
   2. The Contractor considers that the type of information listed in paragraph 2.1 below is Confidential Information.
   3. The Contractor considers that the type of information listed in paragraph 2.2 below is Commercially Sensitive Information.
9. Types of Information that the Contractor Considers to be Confidential
   1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| Information considered confidential | Reason for FoIA exemption  (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |

* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| Information considered commercially sensitive | Reason for FoIA exemption  (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |

1. Administrative Instructions
2. Authorisation
   1. The person shown below person shall act as the Authority's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| Name | **To be confirmed at Contract Award** |
| Contact Details | **To be confirmed at Contract Award** |

* 1. The Department's Representative may authorise other officers to act on their behalf.

1. Notices
   1. Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.
   2. Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.
2. Address for Invoices
   1. It is preferred that invoices are sent electronically to:

[MB-PaymentQueries@dh.gsi.gov.uk](mailto:MB-PaymentQueries@dh.gsi.gov.uk)

* 1. Alternatively invoices can be sent to the Department addressed to:

Department of Health

Accounts Payable

Richmond House

79 Whitehall

London

SW1A 2NS

* 1. Invoices must not be sent to the Authority's Representative.

1. Correspondence
   1. All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

[**INSERT ADDRESS**]

* 1. All correspondence to the Contractor shall be sent to the following address:

**Tenderer to provide Address**

[**INSERT ADDRESS**]

**Schedule Five: Appendix A: Variation to Contract**

**(FOR INFORMATION ONLY – NOT FOR COMPLETION AT TENDER STAGE)**

|  |  |
| --- | --- |
| Contract Title: |  |

|  |  |
| --- | --- |
| For the Provision of: |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Contract Ref: |  | Variation No: |  | Date: |  |

BETWEEN:

The Secretary of State for Health (hereinafter called the Department) and [INSERT NAME OF CONTRACTOR] (hereinafter called the Contractor) having his main or registered office at [DN:INSERT ADDRESS]:

The Contract is varied as follows:

(DN:INSERT DETAILS OF VARIATION)

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

|  |  |  |  |
| --- | --- | --- | --- |
| For: The AUTHORITY |  | For the Contractor |  |
| By |  | By |  |
| Full name |  | Full name |  |
| Grade / Pay Band |  | Title |  |
| Date |  | Date |  |

**Schedule Five: Appendix B: Novation Agreement**

**(FOR INFORMATION ONLY – NOT FOR COMPLETION AT TENDER STAGE)**

THIS DEED (THIS AGREEMENT is made on the [dd] day of [month & year] BETWEEN

(1) THE SECRETARY OF STATE FOR HEALTH (the **Secretary of State**) whose principal place of business is at Richmond House, 79 Whitehall, London, SW1A 2NS,

(2) THE [CONTRACTOR] of [address]

(3) THE [NEW PARTY] of [address]

WHEREAS

(A) This Agreement is supplemental to an agreement dated [dd Month Year] between the Secretary of State and the Contractor (the **Contract**) under which the Contractor agreed to provide services to the Secretary of State.

(B) The Secretary of State has authorised the New Party to replace the Secretary of State as the contracting Department under the Contract on the terms of this Agreement and the Contractor is willing to accept the New Party in place of the Secretary of State on those terms.

IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to the following Clauses of this Agreement –

a) The Contract shall continue in full force and effect as if the New Party were named as a party to the Contract in place of the Secretary of State for Health.

b) All rights, obligations and liabilities arising under the Contract from the date of this Agreement shall be rights, obligations and liabilities between the New Party and the Contractor.

c) Any existing rights, obligations or liabilities of the Secretary of State relating to the performance of the Contract up to the date of this Agreement shall pass to the New Party and shall be enforceable between the Contractor and the New Party in place of the Secretary of State.

2. The rights, obligations and liabilities of the Contract shall be exercisable and enforceable as the rights of the New Party under this Agreement.

3. This Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

Signed by ....................................for and on behalf of the

Secretary of State for Health in the presence of:

Signed by ....................................for and on behalf of the

Contractor in the presence of:

Signed by ....................................for and on behalf of the

New Party in the presence of:

**Schedule Five: Appendix C: Sub-Contractors**

All suppliers to the Department of Health are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name & Address of Sub-Contractor | | Service performed for Contractor | Provide details of staff numbers[[4]](#footnote-4) | Provide latest year’s turnover |
| Name: |  |  |  |  |
| Address: |  |
| Name: |  |  |  |  |
| Address: |  |
| Name: |  |  |  |  |
| Address: |  |

1. Form of Tender

Declaration

**PROPOSAL FOR THE PROVISION OF Engaging with Local Authority Market Shaping and Developing Innovative Practice – A Toolkit for Small and Medium-sized Care Providers.**

Having examined the proposed Contract comprising of:

1. Part A – Section Two, (Conditions of Contract);
2. Part B – Schedules One, One (a), Two and Six (mandatory); and
3. Part B – Schedules Three to Five inclusive (as amended).

As enclosed in the ITT response dated (**INSERT DATE**). We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. Collude with any third party to fix the price of any number of tenders for this Contract;
2. Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

Unless and until the Tenderer and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: ..........................................

Name: ..........................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................

By completing this Declaration and submitting your tender you have agreed that the statements in this Form of Tender are correct.

1. ‘House of Lords – MCA 2005: Post legislative scrutiny’ - <http://www.publications.parliament.uk/pa/ld201314/ldselect/ldmentalcap/139/139.pdf> [↑](#footnote-ref-1)
2. ‘Valuing every right, respecting every voice: Making the case for the Mental Capacity Act’ - <https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/318730/cm8884-valuing-every-voice.pdf> [↑](#footnote-ref-2)
3. To be considered an SME, an organisation must have a headcount less than 250 Annual Work Units (anyone that has worked full-time within the enterprise, or on its behalf, during the reference year counts as one unit. Part-time staff, seasonal workers and those who did not work the full year are treated as fractions of one unit) **AND** a turnover less than €50 million **OR** annual balance sheet of €48 million. [↑](#footnote-ref-3)
4. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-4)