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 A** – Instructions

1. Invitation to Tender

The Secretary of State for Health is issuing this Invitation to Tender (“**ITT**”) in connection with a competitive procurement for **A Refreshed Existing Guidance Document which Supports Embedding the Key Principles of the Mental Capacity Act.** This document contains the materials the Department of Health ("the **Authority**") will use to form the basis of any contract that may be awarded.

This Invitation to Tender document consists of:

**Part A**

**Introduction to Invitation to Tender;**

Section One: Instructions to Tenderers;

Section Two: Conditions of Contract; and

Section Three: Evaluation Methodology and Criteria.

**Part B**

Schedule One: Specification;

Schedule One (a): Tenderer Response;

Schedule Two: Pricing Schedule;

Schedule Three: Contract Monitoring

Schedule Four: Confidential & Commercially Sensitive Information;

Schedule Five: Administrative Instructions & Appendices; and

Schedule Six: Form of Tender.

The Authority is using its electronic tendering portal, the Business Management System ("**BMS**") to carry out the tender process. If you need any assistance using the BMS system please contact the helpdesk on 0113 254 5777 between 10.00am and 4.00pm.

If there is an intention to tender, please acknowledge receipt of this ITT by clicking on the Acknowledge Participation entry, in the drop down actions on the appropriate BMS screen.

If there is an intention to tender, then the potential Tenderer should acknowledge their interest, as quickly as possible, by sending a message through BMS (online messages). This is the sole responsibility of the Tenderer and ensures that future updates etc. can be provided in an effective and timely manner. Failure to acknowledge your intention in this manner may lead to delays in receiving additional information and clarification updates.

Any questions regarding this ITT must be sent to the Authority using BMS (online messages). All questions must be received by the deadline for questions **Thursday 10th September 2015 – 2:00pm**. The Authority will copy all non-commercially sensitive answers to questions to all Tenderers (who have acknowledged their interest in tendering) via BMS and not respond to questions received after the deadline.

As part of the tender response, Tenderers must complete all relevant sections in Part B of the tender pack. All tenders must be returned no later than the deadline for receipt of tenders **Wednesday 30th September 2015 – 2:00pm** and must be submitted via BMS. Late tenders shall not be accepted.

**IMPORTANT NOTE**

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| **Quotations may only be uploaded via the Sourcing Home Page, using the ‘Actions’ window and selecting the ‘Create Quote’ option.**  **If you upload your quotation by any other method for example by using the ‘New Message/ Documents’ tab, the quotation will not be correctly linked to the ITT and your submission will be rejected**. |

1. Instructions to Tenderers
2. Tender documents
   1. Tenders shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information the Authority has requested within the tender pack, the Authority may reject the tender as non-compliant.
   2. The Tenderer is expected to examine, and where necessary respond to, all of the documents that comprise the tender documents. Tenderers should acquaint themselves fully with the extent and nature of the requirement and the contractual obligations.
   3. Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or our advisers, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisers incur in this process.
   4. Tenderers are solely responsible for obtaining the information which they consider is necessary in order to prepare the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information the Authority provides to them during the procurement process.
   5. All pages of the tender submission must be sequentially numbered (including any forms to be completed and returned).
   6. All specifications, plans, drawings, samples and patterns and anything else that the Authority issues in connection with this ITT, remains the property of the Crown and are to be used solely for the purpose of tendering.
   7. All Tenderers must submit their tender responses in machine-readable format (preferably non-pdf).
3. Amendments to Tender Documentation and Termination
   1. At any time prior to the deadline for receipt of questions, the Authority may modify the tender documents by amendments in writing.
   2. The Authority (at its sole discretion) may extend the deadline for receipt of Tenders.
   3. The Authority reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time and accepts no obligation whatsoever to award a contract.
4. Timetable
   1. The timetable for this procurement follows (Table 1). This is intended as a guide and whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.
   2. The Authority has set aside dates for accommodating potential Tenderer Clarification Meetings (see Section Three: Tenderer Clarification Meeting for details).

Table 1: Indicative timetable

| Key Actions | Dates |
| --- | --- |
| Invitation to Tender document issued | 3rd September 2015 |
| End of clarification question period\* | 10th September 2015 – 2.00pm |
| Tender return date and time | 30th September 2015 – 2:00pm |
| Tenderer Clarification Meetings | w/c 12th or 19th October 2015 |
| Contract work starts | 2nd November 2015 |

1. Form of Tender
   1. Schedule Six (Form of Tender) must be returned with your tender submission.
   2. The contractual form will be a combination of the following

* Part A, Section Two: Conditions of Contract; and
* Part B: all the applicable Schedules and Appendices.

1. Tender Information
   1. The Authority acts in good faith at all times. However, Tenderers must satisfy themselves as to the accuracy of information the Authority provides. The Authority accepts no liability for any loss or damage of whatever kind or howsoever caused arising from Tenderers use of such information, unless such information has been supplied fraudulently by the Authority (where the meaning of fraudulently is "the making of false representation knowingly, or without belief in its truth, or recklessly").
   2. This invitation and its accompanying documents shall remain the property of the Authority and must be returned on demand.
2. Freedom of Information Act 2000
   1. As a Government Department, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA"**).
   2. In accordance with the obligations and duties placed upon public authorities by the FOIA and the Environmental Information Regulations 2004 (“**EIR**”), the Authority may be required to disclose information submitted by the Tenderer.
   3. In respect of any information submitted by a Tenderer that it considers to be commercially sensitive, the Tenderer should:
      1. clearly identify such information as commercially sensitive;
      2. explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
      3. provide a reasoned estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
   4. This information must be listed in Schedule Four, shown as either Confidential information or Commercially Sensitive information (please see the Conditions of Contract for definitions).
   5. Where a Tenderer identifies information as commercially sensitive, the Authority will take those views into account. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may require disclosure of such information in accordance with the FOIA or the EIR. It is the sole responsibility of the Authority to decide whether the information might be exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked ‘confidential’ or ’commercially sensitive’ will not be disclosed.
   6. Where a Tenderer receives a request for information under the FOIA or the EIR connected to this procurement process, the Authority requires the Tenderer to consult with it to establish if the request is for the Authority.
3. Submission of Tenders
   1. Tenderers must submit tender responses using BMS. Tenderers must ensure that they leave plenty of time to upload the tender response, particularly where there are large documents. If Tenderers have any problems with BMS, they must contact the helpdesk on 0113 254 5777 prior to the return time.
   2. The helpdesk is open Monday to Friday between 10.00am and 4.00pm excluding public and bank holidays. It is important to note that the Authority is not obliged to accept any tender that is submitted after the deadline for the receipt of tenders has passed. Any such tenders will not be considered whatever the reason the Tenderer puts forward.
   3. Tenderers must submit a single copy of their tender submission.
   4. Tenderers are requested not to provide any extraneous information that has not been specifically requested in the ITT including, for example, sales literature or Tenderers’ standard terms and conditions etc.
   5. **Tenderers shall note that any contract awarded under this procurement shall be on the Authority's terms and conditions of contract**.
   6. The Authority reserves the right to reject any tender if the Tenderer has failed to complete and return parts of the Form of Tender; or fails to provide the information requested in this ITT; or the Tenderer has submitted any modification; or the Tenderer has submitted any qualifications to their tender.
4. Modification and Withdrawal of Tenders
   1. The Tenderer may modify the tender prior to the deadline for receipt of tenders. Any Tenderer wishing to submit a new tender using BMS, should contact the BMS helpdesk to advise that a replacement tender is being submitted. It is the Tenderer's responsibility to contact the BMS helpdesk to resolve any problems with the electronic submission of the tender.
   2. No tender may be modified after the deadline for receipt of tenders.
   3. Tenders may be withdrawn at any time before the deadline for receipt of tenders. New tenders may be submitted up until the deadline for receipt of tenders, providing such intention is notified to the Authority using BMS or in writing when BMS cannot be used.
   4. The Tenderer may withdraw a tender after the deadline for receipt of tenders, providing such intention is notified to the Authority using BMS or in writing when BMS cannot be used.
5. Tender Qualifications
   1. Tenders must not contain any qualifications to the Conditions of Contract. Tenders must be submitted strictly in accordance with the tender documentation. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.
   2. Only tenders submitted without qualification, strictly in accordance with the tender documentation as issued (or subsequently amended by the Authority), will be accepted for consideration. The Authority’s decision on whether or not a tender is acceptable will be final and the Tenderer concerned will not be consulted. **Qualified tenders will be excluded from further consideration**
6. Price
   1. The Authority is always looking for solutions that are both sustainable and offer value for money. Tenderers are encouraged to offer discounts, efficiencies and sustainable solutions within their tender response. This should not be construed as an invitation to negotiate and the Authority will base its award decision solely on definitive terms.
   2. All prices must be quoted in pounds sterling with the price firm for the duration of the Contract and not be subject to any variation unless provided for in the Conditions of Contract.
   3. The basis of the price should include all the costs for delivery to the address(es) the Authority requires.
   4. When uploading tenders, there is a requirement to enter a price on the BMS screen. When asked for a total price for the whole requirement this is the figure that should be entered on the system.
   5. Occasionally, a total price will be unable to be calculated, for example, where the requirement is to provide day rates or in the award of Framework Agreements, or call-off contracts. In these circumstances a value of £1 should be entered.
7. Small Medium Enterprises
   1. The Authority is fully committed to supporting the Government’s [small and medium-sized enterprise](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm) (SME) initiative; including the aspiration that 25% of central government spend goes to SMEs by 2015. All Tenderers, as potential suppliers to the Authority, will be expected to also support this initiative both directly and through their supply chains.
   2. The Authority, when appropriate, will ask for proposals as part of this ITT on how Tenderers are intending to support the SME initiative.
   3. Tenderers must also be aware that as part of this initiative, the Authority will expect that any suppliers within the supply chain are paid promptly. For certain contracts, the Authority reserves the right to validate that prompt payment is taking place.
   4. Suppliers to the Authority are encouraged to make their own commitment on prompt payment by registering with the Prompt Payment Code at:

<http://www.promptpaymentcode.org.uk>.

1. Transparency
   1. In accordance with the Government’s policy on transparency, Tenderers should be aware that the Authority intends to make the ITT and any subsequent Contract publicly available, by publishing it on the Government portal: [Contracts Finder](http://www.businesslink.gov.uk/contractsfinder).
   2. The Tenderer gives permission for the Authority to publish the awarded Contract in its entirety, including from time to time any agreed changes to the Contract (i.e. Variation Orders), to the general public.
   3. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure, in accordance with the provisions of the FOIA or the EIR; also taking into account the Data Protection Act. If the tender is submitted as a PDF the awarded supplier will be requested to provide the tender in an editable format (such as Microsoft Word) in order to allow the Authority to redact any information deemed sensitive or confidential.
2. Language
   1. All documents and all correspondence relating to the tender must be written in English.
3. Conditions of Contract

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Department of Health Terms and Conditions of Contract are downloadable from BMS

1. Evaluation Methodology & Criteria
2. Overview
   1. In the interests of an open, fair and transparent assessment, this document sets out how the Authority intends to evaluate tender responses. It outlines the evaluation criteria and respective weightings, as well as the evaluation methodology to be applied.
   2. The Authority shall award a contract based on the tender that is the most economically advantageous.
3. Evaluation Process
   1. The diagram below summaries the process that will be used to select an appropriate Tenderer and award the contract for this procurement.

Figure 1: Evaluation process overview



* 1. The Tender Panel will consist of:
     + - *Technical Evaluation*: suitably experienced members from Social Care Directorate] and a moderator from the Commercial Division; and
       - *Price Evaluation:* Commercial Division only.
  2. Whilst the Authority reserves the right (as it is entitled to do) to amend the evaluation criteria and / or weightings in respect of the various evaluation phases of the procurement, it will only do so upon prior written notification being given to participating Tenderers.

1. Administrative Compliance
   1. The Authority will check each tender for completeness and compliance with the tender instructions (including completion of a signed Form of Tender). The Authority reserves the right to reject any tenders it considers substantially incomplete, or non-compliant (each tender will be assessed on its own merit, according to the level/importance of omitted or non-compliant content).
2. Technical Evaluation
   1. The technical evaluation will be carried out using Tenderer responses to Part B of this ITT, Schedules One and Three, using the scoring scheme provided in Table 3.
   2. Each evaluation area is weighted to show the relative importance / significance of the criteria specific to this evaluation. Table 2 provides further information to assist in understanding the evaluation criteria and the relevant weightings that the Authority will use in assessing Tenderer proposals.
   3. The scored responses are generally assessed out of a maximum of four (4). The Evaluation Panel will not be allowed to give partial scores (for example 3.5); however, once all scores are aggregated the technical scores will be rounded to two decimal places prior to consolidating with the price evaluation.
   4. The Authority has decided to set a minimum quality threshold for this procurement, therefore, those Tenderers that achieve a score equivalent to 47.5% of the 100% maximum technical score or above, will be eligible for consideration of Contract Award by evaluation of the Tenderer’s pricing proposal. Those tenders not achieving this threshold will be set aside and will not be considered further.

Table 2: Technical Evaluation Criteria Matrix

| Evaluation Area | Evaluation intention | Evaluation criteria | Weight |
| --- | --- | --- | --- |
| **Overview** Tenderers must provide a concise summary highlighting the key aspects of the proposal. | This response is not evaluated and is used to contextualise the Tenderer’s response. | N/a | N/a |
| **Leadership** Provide details of the qualifications and experience of the individual whose responsibility will be to ensure that the requirement is delivered. | Seeks to establish that the Tenderer has the appropriate leadership, expertise and credibility in the field and the skills, qualifications and experience to lead the scope of service delivery requirements | Tenderer leadership arrangements are sufficient and suitable to ensure successful delivery | 10% |
| **Method statement** Describe (with specific reference to the elements of the requirements and the outcomes expected) how it is intended to deliver the requirements of the specification. | Seeks to establish that the Tenderer has understood the requirements and has a credible plan for delivering successful outcomes | The Tenderer’s response shows that it: - Has a credible solution - Has a defined and achievable timeline - Has identified and proposes suitable management of the delivery risks - Has a quality assurance regime that monitors, measures and assures quality outcomes | 35% |
| **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. | Seeks to establish that the Tenderer has the level and quality of resources to deliver scope of service delivery requirements | The Tenderer’s response shows that it - Has provided sufficient resource to deliver the Method Statement proposals - Has identified appropriate management of these resources - Has assigned suitably qualified and experienced resource for service delivery - Has a resource plan that integrates with the method statement(s) | 20% |
| **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. | Seeks to ensure that the Tenderer will transfer knowledge back into the Authority and exit the contract in such a way as to facilitate re-procurement and/or project termination | The Tenderer knowledge transfer arrangements and exit strategy is credible and can achieve the required outputs | 5% |

* 1. Tenders will be scored using the following scoring model:

Table 3 : Scoring Scheme

| Grade label | Grade | Definition of grade |
| --- | --- | --- |
| Unacceptable | 0 | The response has been omitted, or the Tenderer proposal evidences inadequate (or insufficient) delivery of the requirement |
| Weak | 1 | The Tenderer proposal has merit, although there is weakness (or inconsistency) as to the full satisfaction of the delivery requirement |
| Satisfactory | 2 | The Tenderer proposal has a suitable level of detail to assure that a satisfactory delivery of the service requirement is likely. |
| Good | 3 | The Tenderer proposal has evidenced a level of understanding that assures there will be desirable value-add within the solution **or** superior and desirable (time or quality) delivery outcomes. |
| Excellent | 4 | The Tenderer proposal evidences significant levels of understanding **and** offers an **innovative** solution that includes desirable value-add to the Authority. |

1. Price Evaluation
   1. The price evaluation is carried out using the Evaluation Price (EP) for each Tenderer’s proposal. The Evaluation Price is the method by which Tenderer’s proposals are assessed on a like-for-like basis.
   2. EP is calculated as follows:

* Whole of life cost
* Fixed / Firm cost
  1. Once the EP is calculated, the following steps are taken:

1. The average (i.e. the mean) EP across the Tenderers that have achieved the required technical/quality threshold is calculated;
2. The percentage difference between the Tenderer EP and the average EP is calculated;
3. The average EP is assigned an equivalent value of 50-points as a starting point for each Tenderer;
4. One point is deducted for each percentage point that a Tenderer’s EP is above the average EP; or
5. One point is added for each percentage point that a Tenderer’s EP is below the average EP.
   1. In the event that the aggregate point score for a Tenderer is negative, then the Tenderer score is restricted to 0 points. If however, the points score for a Tenderer is greater than 100 points then the price evaluation score for the Tenderer will be limited to a maximum of 100 points.
   2. This aggregated point value is rounded to two decimal places, then carried forward and used during the consolidation exercise by multiplying it by the price weighting (see Table 4 for details).
6. Tenderer Clarification Meeting

Following the assessment of the tender proposals, the Authority (at its sole discretion) may invite Tenderers to a clarification meeting. If required this will take place between receipt of tenders and announcement of successful tender. It is anticipated that Tenderers will be provided with at least two (2) days notice if a meeting is to be required. If the Authority decides to hold a clarification meeting the number of Tenderers to be invited will be determined by the Authority in its sole discretion, however, the minimum number of Tenderers to be invited to a clarification meeting shall be two (2).

* 1. Tenderers will be invited to give a presentation on the proposals and must ensure that key personnel attend. Those key personnel directly involved in performing the contract will be expected to be involved.
  2. The purpose of the meeting is to gain a greater understanding of a proposal and will generally take the form of a short presentation (by the Tenderer) followed by a question and answer session.
  3. Tenderers can either accept or decline a request for such a meeting. However, it is in the interests of the Tenderer to attend and provide additional confidence in its proposals to the Authority.
  4. Although not scored on a separate basis, the session will be used to confirm the technical / quality score assessments of the tender evaluation. As such, scores achieved during the written tender evaluation may be adjusted (up or down) and the consolidated score of a Tenderer amended.
  5. The Authority has set aside the following dates for accommodating potential Tenderer Clarification Meetings:
* Week commencing 12th or 19th October 2015

1. Consolidated View
   1. As previously stated, tenders will be evaluated by both technical criteria and price. To ensure the relative importance of both categories are reflected correctly in the overall score, a weighting system has been applied to each part.
   2. The technical evaluation forms 70%, whilst the price evaluation forms 30% of the final score.
   3. For example, an overall technical score of 60% of the available maximum and a price score of 50 (equating to the mean Evaluation Price) would equate to the following:

Table 4: Consolidation Calculation

| Evaluation Area | Calculation |
| --- | --- |
| Technical score  (As percentage of maximum) | 60 x 70% = 42 |
| Price score  (As percentage difference from mean) | 50 x 30% = 15 |
| **Consolidated Score** | = 57 |

1. Contract Award
   1. The Contract Award decision is based solely upon the Tenderer’s proposal and price offering.
   2. The Contract will be awarded based on the offer that is the most economically advantageous to the Authority. This is defined as the highest consolidated score as detailed above.