

# ***Monmouthshire County Council***

## **Invitation to Tender**

### ***South Monmouthshire Domiciliary Care and Support – Block Contracts***

**Tender Reference: ERFX1000024**

**Tender Return Date: Monday 9<sup>th</sup> December 2024**



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## 1. INTRODUCTION AND BACKGROUND

To respond to the current challenges within the domiciliary care sector in South Monmouthshire we need to manage and deliver domiciliary care in a way that ensures both current and predicted demand for the service can be met.

We aim to ensure:

- The provision of sustainable high quality domiciliary care to those with an assessed need within Monmouthshire.
  - Increased capacity and resilience within the domiciliary care sector both now and into the future.
  - Improved outcomes for individuals who need or may need care in the future, through targeted reablement and best use of capacity.
- Maximization of the cost effectiveness of the care.
- Improved and standardised terms and conditions for the independent sector domiciliary care workforce supporting with stability of workforce within providers.

Long term care and support in the South of Monmouthshire to include the provision of personal care for older people, people with disabilities and mental health needs and people with dementia. The tender will comprise of three block contracts, which will be the primary mechanism for the delivery of long-term domiciliary care and support in the South of the county. Following the procurement process, a single designated Care Provider will deliver all Block Contract domiciliary care and support services in their respective Lot area. Care and support will be delivered in a way which seeks to focus the service on the quality of the intervention and the benefit it achieves, and not just on time and task. Promoting independence and reducing unnecessary dependence on services through an enabling and strengths -based approach, signpost people to access the resources available in our communities.

The contract will also have a focus on enhancing the workforce experience to improve the quality of care and the reliability of the service to meet demand. This will include a requirement to pay at real Living Wages for eligible staff and a common minimum travel expenses rate of 45p mile.

The South of Monmouthshire County has two primary towns (Caldicot and Chepstow) and number of smaller villages and rural areas. Block Contracts will be split across three geographical zones.

- **Lot 1:** Chepstow Town and Rural,
- **Lot 2:** Caldicot Town
- **Lot 3:** The Levels and Rural.

Indicative Hours at this stage are set out in the table below, please note these will change at award:

	Support Hours Per Lot								
	Lot 1: Chepstow Town and Rural			Lot 2: Caldicot Town & surrounds			Lot 3: The Levels and Rural		
	Zone A (Urban)	Zone B (rural)	Total	Zone A (urban)	Zone B (Urban)	Total	Zone A (Urban)	Zone B (rural)	Total
<b>Hours</b>	887	82	<b>969</b>	734	53	<b>787</b>	467	164	<b>631</b>
<b>People</b>	52	7	<b>59</b>	56	6	<b>62</b>	37	11	<b>48</b>

Successful providers will have guaranteed hours and will be expected to work with Monmouthshire County Council closely to maximise the use of hours, ensuring the people who need care and support in the south of Monmouthshire receive good quality care, in a timely and effective way.

Please see Appendix 08 – Service Specification for full details of the requirement.

## 2. SUMMARY OF KEY ITT DETAILS

	CONTRACT DETAILS
<b>CONTRACT DESCRIPTION:</b>	Long term care and support in the South of Monmouthshire to include the provision of personal care for older people, people with disabilities and mental health needs and people with dementia. The tender will comprise of three (3) block contracts, which will be the primary mechanism for the delivery of long-term domiciliary care and support in the South of the county.
<b>PERIOD OF CONTRACT:</b>	The contract(s) will be awarded for a fixed term of 4 years with the option to extend for a further 2 years, with a further option to extend for a further 2 years.
<b>DATE/TIME FOR TENDER RETURN:</b>	Tenders to be returned no later 12:00:00 Noon, Monday 9 <sup>th</sup> December 2024, via the PROACTIS portal. <a href="http://www.PROACTISplaza.com/SupplierPortal">www.PROACTISplaza.com/SupplierPortal</a>
<b>PROCURING OFFICER:</b>	Catherine Hocking, Commissioning & Procurement, Cardiff Council, County Hall, Cardiff, CF10 4UW  All dialogue / correspondence during the tender process must be submitted via the PROACTIS portal. <a href="http://www.PROACTISplaza.com/SupplierPortal">www.PROACTISplaza.com/SupplierPortal</a>
<b>SUBMISSION INSTRUCTIONS:</b>	Tenders must be submitted via the e-tendering tool at <a href="http://www.PROACTISplaza.com/SupplierPortal">www.PROACTISplaza.com/SupplierPortal</a> no later than 12:00:00 Noon, Monday 9 <sup>th</sup> December 2024. Tenders may be submitted at any time before the closing date. Tenders received before this deadline will be retained unopened until the closing date.  Paper copies will not be accepted; all tenders must be

	submitted online via the completion of the Opportunity in the PROACTIS portal. Failure to do so will render the response non-compliant and it may be rejected.
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### 3. PROCUREMENT TIMETABLE

3.1 The proposed Open Route procurement timetable is set out below. 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	Date
Issue Contract Notice	Monday 21 <sup>st</sup> October 2024
Deadline for clarification questions from Tenderers via PROACTIS	Monday 11 <sup>th</sup> November 2024
Council's Responses to Clarification questions deadline	Monday 18 <sup>th</sup> November 2024
Closing date for submissions	Monday 9 <sup>th</sup> December 2024 at 12:00 Noon
Evaluation Period	Monday 9 <sup>th</sup> December 2024 – Thursday 30 <sup>th</sup> January 2025
Intention to Award Date	Friday, 31 <sup>st</sup> January 2025
Contract Award Date (following 10 calendar day standstill)	Monday 10 <sup>th</sup> February 2025
Implementation Period	Monday 10 <sup>th</sup> February 2025 – Friday 25 <sup>th</sup> April 2025
Contract Commencement	Monday 28 <sup>th</sup> April 2025

## 4. GUIDANCE ON COMPLETING THIS ITT

- 4.1 This tender process will be a two-stage process and will ask for both generic and specific information relating to your organisation and the business you wish to tender for.
- 4.2 The first stage – Selection Stage, will be assessed via completion of the mandatory requirement stage one sections within the Questionnaire tab of the Opportunity within the PROACTIS Portal.
- 4.3 Stage One – Selection Stage Pre – Qualification Questions (PQQ) are contained within the questionnaire tab of the Opportunity within the PROACTIS Portal. They are also attached in Word Format containing scoring guidance and are for information purposes only. The question set is attached within the Tender pack as ‘Appendix 02 - Pre-Qualification Questionnaire Scoring Guidance’.
- 4.4 Detailed instructions are provided within the questionnaire tab of the Opportunity within PROACTIS.
- 4.5 A project team will evaluate all tenders submitted for completeness and adherence to the mandatory requirements at Stage One. Failure to comply with the instructions or provide the information requested will invalidate the tender submission entirely.
- 4.6 Tenderers are required to confirm their capability to meet the Council’s mandatory requirements at Stage One. In order to do this the mandatory stage will be broken up into mandatory pass/ fail questions, and mandatory Scored questions as follows.

Section A - Background/Bidder information/Information Concerning the Economic Operator - Pass/ Fail section

Section B - Mandatory Grounds for Exclusion – Pass/Fail section

Section C - Discretionary Grounds for Exclusion – Pass/Fail section

Section D - Economic & Financial Standing - Scored section: 30%

Section E - Capacity & Capability - Pass/ Fail section



Section F - Management – Scored section: 10%

Section G - Equal Opportunities - Pass/ Fail section

Section H – Sustainability – Pass/Fail section

Section I – Health & Safety – Pass/Fail section

Section J - Service Delivery – Scored section: 60%

**Suppliers that fail any of the Stage One mandatory ‘pass/ fail’ requirements will not be considered further.**

**Suppliers that fail to achieve a pass mark of 50% or higher within each of the Stage One Mandatory Scored Sections will not be considered further.**

It is therefore imperative that you complete the information requested as fully and as accurately as possible.

- 4.7 Tenderers should note that failure to complete the mandatory section or failure to provide any of the required information may result in your tender being removed from the process.
- 4.8 Please note that (unless otherwise stated within PROACTIS) the following Evaluation Criteria will be applied to scored questions within Stage One.

Evaluation Scoring Criteria	Score
Excellent evidence has been submitted and information and/or supplementary documentation leave no doubt that all of the desired outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this service provider.	10
Very clear evidence has been submitted and information and/or supplementary documentation are of a very high calibre indicating that the desired outcomes are likely to be exceeded. It is evident that there will be some added value.	7

Evaluation Scoring Criteria	Score
Adequate evidence has been submitted and information and/or supplementary documentation are of an adequate calibre indicating that the desired outcomes are likely to be achieved.	5
Some evidence has been submitted and information and/or supplementary documentation are of a barely adequate calibre indicating that the desired outcomes are unlikely to be met.	2
<p>No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the desired outcomes are very unlikely to be met.</p> <p>Or</p> <p>Either the question has not been answered or the answer given clearly does not provide a solution that would lead to the desired outcomes being achieved.</p>	0

- 4.9 All responses should be submitted specifically for and on behalf of your organisation and not for the group of companies, if you are part of such a group of companies.
- 4.10 If you are bidding as, or on behalf of a consortium, or as a lead contractor organisation working alongside sub-contractors, you should ensure that your answers make clear how you will ensure that services delivered by all of the organisations who are included in your bid meet the requirements and how consistency will be achieved.
- 4.11 The second stage – Award Stage will evaluate responses on the delivery of the requirements and will be evaluated via the completion of the following sections:
- Quality:** Outlined in a set of Method Statement Questions provided within PROACTIS and as an attachment at ‘Appendix 04 - Method Statement Questions’.
- Price:** To be provided through completion of the Pricing Schedule supplied at ‘Appendix 05 - Pricing Schedule’.
- 4.12 It is the applicant's responsibility to ensure that all information required is supplied and is accurate. Any changes that could affect any of the answers provided must be

notified to Monmouthshire County Council as soon as reasonably practicable.

- 4.13 In the event that Monmouthshire County Council enters into an Agreement, the answers provided will be binding upon the applicant and any misrepresentation within the answers provided may lead to termination of the Agreement.
- 4.14 The applicant has no claim against Monmouthshire County Council or any other organisation within the Welsh public sector for any cost or expenses incurred in completing this tender.

## 5. INSTRUCTIONS TO TENDERER

This Invitation to Tender (“ITT”) is issued to suppliers to tender (“Tenderers”) to Monmouthshire Council (the “Council”) for the provision of South Monmouthshire Domiciliary Care and Support – Block Contract (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

- 5.1. It is envisaged that a maximum of three (3) nominated suppliers will be appointed to deliver the Contracts, one nominated supplier per Lot. Monmouthshire Council reserves the right to appoint more than one supplier if it is considered beneficial.
- 5.2. The contents of this ITT and of any other documentation sent to you in respect of this tender process are provided on the basis that they remain the property of the Council and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this ITT and all associated documents immediately and not to retain any electronic or paper copies.
- 5.3. These instructions are designed to ensure that all Tenderers are given equal and fair consideration. It is important therefore that you provide all information asked for in the format and order specified. Any questions about the procurement should be submitted via the messages tab through the Opportunity on the PROACTIS Website.
- 5.4. Tenderers should read these instructions 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. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the works and contractual obligations. These instructions constitute the “Conditions of Tender”. Participation in the tender process automatically signals that the Tenderer accepts these Conditions of Tender.
- 5.5. This ITT is made available in good faith. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Council and its advisers.
- 5.6. The Council reserves the right to amend, add to or withdraw all or any part of this ITT

at any time during the procurement exercise.

- 5.7. The Council reserves the right to award all, part or none of the business forming the subject matter of this procurement and to abandon, halt, postpone this procurement at any time. Under no circumstances will the Council incur any liability (including, but not limited to, liability as to costs) in respect of this procurement exercise, the abandonment of the same, or any documentation issued as part of this procurement exercise.
- 5.8. The Council shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise.
  - an invitation to submit any Response in respect of this procurement exercise.
  - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
  - any other communication between the Council and any other party.
- 5.9. Tenderers shall accept and acknowledge that by issuing this ITT the Council shall not be bound to accept any Tender. Tenderers shall also accept and acknowledge that they tender at their own cost.
- 5.10. You are deemed to understand fully the processes that the Council is required to follow under relevant European and UK legislation, particularly in relation to The Public Contracts Regulations 2015.
- 5.11. Further details of the Council's need under the Contract and other relevant information is provided in 'Appendix 07 – Specification' and 'Appendix 03 –Terms and Conditions'.
- 5.12. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all Tenderers.
- 5.13. The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation that may be issued shall be deemed to form part of the

ITT and shall supplement and/or supersede any part of the ITT to the extent indicated.

- 5.14. Under the Contract the Council will require compliance with its policies. Tenderers are advised to satisfy themselves that they understand all of the requirements of the Contract before submitting their Tender.
- 5.15. The Tender must be received in accordance with the relevant instructions no later than the time and date indicated.
- 5.16. The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Tenderer to submit a Tender or enter into the contractual agreement.
- 5.17. This tender is being managed through the Council's e-tendering portal PROACTIS and all communication in respect of this tender will be managed through this system. You will be required to submit your tender through PROACTIS with your responses to the Method Statement being uploaded directly into PROACTIS.
- 5.18. If you have any questions or require any clarifications, please refer these through the PROACTIS portal.
- 5.19. Tenderers must ensure that any responses which you upload into PROACTIS must be in PDF format. Guidance to using PROACTIS is attached as "Instructions for Suppliers."

## 6. CONFIDENTIALITY

6.1 Subject to the exceptions referred to in paragraph 6.2, the contents of this ITT are being made available by the Council on condition that:

6.1.1 Tenderers shall at all times treat the contents of the ITT and any related documents (together called the 'Information') as confidential, save in so far as they are already in the public domain.

6.1.2 Tenderers shall not disclose, copy, reproduce, distribute, or pass any of the Information to any other person at any time or allow any of these things to happen.

6.1.3 Tenderers shall not use any of the Information for any purpose other than for the purposes of submitting (or deciding whether to submit) a Tender; and

6.1.4 Tenderers shall not undertake any publicity activity within any section of the media in relation to the Contract or this ITT process without the prior written agreement of the Council, including agreement on the format and content of any publicity.

6.2 Tenderers may disclose, distribute or pass any of the Information to the Tenderer's advisers, sub-contractors or to another person provided that either:

6.2.1 This is done for the sole purpose of enabling a Tender to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Tenderer; or

6.2.2 The Tenderer obtains the prior written consent of the Council in relation to such disclosure, distribution or passing of Information; or

6.2.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement or to any Agreement arising from it; or

6.2.4 The Tenderer is legally required to make such a disclosure.

6.3 In paragraphs 6.1 and 6.2 above the definition of 'person' includes but is not limited to any person, firm, body or association, corporate or incorporate.

6.4 The Council may disclose detailed information relating to Tenders to its officers, employees, agents or advisers and the Council may make any of the Contract documents available for private inspection by its officers, employees, agents, or advisers. The Council also reserves the right to disseminate information that is materially relevant to the procurement to all Tenderers, even if the information has only been requested by one Tenderer, subject to the duty to protect each Tenderer's commercial confidentiality in relation to its Tender (unless there is a requirement for disclosure under the Freedom of Information Act, as explained in paragraphs 7.1 to 7.3 below).



## **7. FREEDOM OF INFORMATION**

- 7.1 The Council is subject to the Freedom of Information Act 2000 (“FOIA”) and The Environmental Information Regulations 2004 (“EIR”).
- 7.2 In accordance with the obligations and duties placed upon public authorities by the FOIA, the Council may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Tenderer to the Council.
- 7.3 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) the Tenderer should:
- 7.3.1 Clearly identify such information as commercially sensitive.
  - 7.3.2 Explain the potential implications of disclosure of such information; and
  - 7.3.3 Provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
- 7.4 Where a Tenderer identifies information as commercially sensitive, the Council will endeavour to maintain confidentiality. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Council may be required to disclose such information in accordance with the FOIA or the EIR. In particular, the Council is required to form an independent judgement concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Council cannot guarantee that any information marked ‘confidential’ or “commercially sensitive” will not be disclosed.
- 7.5 The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the FOIA or the EIR, however, the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the FOIA and/or the EIR or is to be disclosed in response to a request of information. The Council must make its decision

on disclosure in accordance with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under the FOIA or the EIR.

7.6 The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

(a) has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the FOIA or EIR where possible);

or

(b) does not fall into a category of information that is exempt from disclosure under the FOIA or EIR (for example, information is exempt if it constitutes a trade secret or if its disclosure, would be likely to, prejudice the commercial interests of any person);

and

(c) in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

7.7 Where a Tenderer receives a request for information under the FOIA or the EIR during the procurement process, this should be immediately passed on to the Council and the Tenderer should not attempt to answer the request without first consulting with the Council.

## **8. TENDER VALIDITY & CALL OFF PROCESS**

- 8.1 Your Tender (including price) should remain for acceptance for the period of six months from the date of contract award. A tender valid for shorter period may be rejected.
- 8.2 The Council will approach the supplier that represents the most economically advantageous tender first to deliver the contract.
- 8.3 Only one Tender is permitted from each Tenderer. In the event that more than one is submitted by a Tenderer, the one with the latest time of submission will be evaluated and the other(s) disregarded.
- 8.4 The Council shall evaluate any Suppliers' proposals in accordance with the Award Criteria and the Customer's requirements as specifically stated in the specification. The contract must be awarded to the Supplier who has submitted the Most Economically Advantageous Tender.
- 8.5 It is the Tenderer's responsibility to ensure that all information required as detailed in PROACTIS is supplied and is accurate for submissions. Any changes that could affect any of the answers provided must be notified to City of Monmouthshire Council as soon as reasonably practicable and before the closing date.
- 8.6 Please note that if you are successful in your tender submission and prior to contract award the Council reserves the right to request sight of one, some or all of your relevant policies or procedures which you, the Tenderer, has made reference to in support of your tender submission.

## **9. CONDITIONS OF TENDER**

- 9.1 Tenders may be submitted in the English or Welsh language. A tender for a contract submitted in Welsh will not be treated less favourably than a tender submitted in English (including, amongst other matters, in relation to the closing date for receiving tenders, and in relation to the time-scale for informing tenderers of decisions).
- 9.2 The Tender should not be qualified in any way.
- 9.3 Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract.
- 9.4 In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance or further information to be able to use the e-tendering process they must contact the Procuring Officer no later than 4 calendar days before the closing date for the Tender to enable any technical queries to be investigated and resolved.

## **10. CONTRACT DOCUMENTS**

- 10.1 Any resulting Contract will consist of the Contract Particulars (to be completed), the Standard Terms and Conditions and any Special Terms and Conditions and will be subject to the laws of England and Wales.
- 10.2 Any contract award may be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed and will allow the statutory standstill period of a minimum of 10 calendar days to elapse before sending confirmation of contract award to the successful Tenderer.

## 11. TENDER EVALUATION AND AWARD CRITERIA

- 11.1 The Council does not undertake to accept the lowest or any Tender and reserves the right to accept the whole or any part of any Tender submitted.
- 11.2 Each Tender will be checked initially for compliance with all requirements of the ITT.
- 11.3 Tenderers submissions will be evaluated on the basis of the most economically advantageous tender ("MEAT") using a set quality and price criteria based on the following weighting:

EVALUATION CRITERIA	WEIGHTING
QUALITY	60%
COST	40%

- 11.4 During the evaluation period, the Council reserves the right to seek clarification in writing from the Tenderers, to assist it in its consideration of their Tenders.
- 11.5 The Council may decide to interview Tenderers, to assist its tendering process, and Tenderers will be notified in due course.
- 11.6 Tenders will be evaluated to determine the most economically advantageous Tender in the following manner;
- Quality:** Tenderers must respond to the method statement questions within the Questions tab in PROACTIS and detailed in the Table 11.7 below.
- 11.7 The quality section will be broken down into the following method statement questions:

Method Statement Questions	Weighting %
<p>1. Please describe your proposed implementation plan/process to ensure that the contract commences successfully and on time. Consideration should be given to all processes required to ensure the contract is fully operational and in full accordance with the Specification from contract start date. Please ensure you include reference to the following areas as a minimum:</p> <ul style="list-style-type: none"> <li>• TUPE</li> <li>• Establishing a registered base</li> <li>• Engagement with the people receiving the service and their family</li> <li>• Staff engagement</li> <li>• Engagement with incumbent providers</li> <li>• Professional services engagement e.g. care managers / OT's / GP's</li> <li>• Your Organisational Implementation plan</li> <li>• Building trust</li> <li>• Communication Strategy</li> <li>• Continuity of service during the transfer period</li> </ul> <p><b>Maximum 4 sides of A4, Arial Font, Size 12 (<i>weighting 15%</i>)</b></p>	<p><b>15%</b></p>
<p>2. Please explain how you will operate the block contract in a way that meets the outcomes as set out in the service specification (Clause 2.10). In your response, please include the following:</p> <ul style="list-style-type: none"> <li>- An enabling approach to care</li> <li>- Training and skills for your carers in this way of working</li> <li>- Outcome focused care</li> <li>- People receiving the services wishes and involvement</li> <li>- Partnership working with others including people receiving the service and their families.</li> <li>- Developing links with the community</li> </ul> <p><b>Maximum 4 sides of A4, Arial Font, Size 12 (<i>weighting 20%</i>)</b></p>	<p><b>20%</b></p>
<p>3. Please describe the staffing team you will put in place to fulfil the requirements of the contract, you should detail how you will ensure your staff have the appropriate training, support and oversight to meet the needs and wants of individuals being</p>	<p><b>10%</b></p>

<p>cared for including those with dementia, disabilities or mental health needs.</p> <p><b>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</b></p>	
<p>4. Recruitment and Retention of the workforce is a particularly challenging area currently facing the care sector. Recruiting staff in certain areas of South Monmouthshire can also be a particular challenge due to demographics and rurality.</p> <p>Please explain the steps that you will take as an organisation to successfully address this issue, you will need to refer to the following areas in your response:</p> <ul style="list-style-type: none"> <li>• Staff recruitment &amp; retention processes</li> <li>• Travel and subsistence policies and processes</li> <li>• Absence management (to include your health and wellbeing support arrangements).</li> <li>• Social Care Wales staff registration</li> <li>• Lone working support</li> <li>• Whistle blowing / complaints procedure</li> </ul> <p><b>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</b></p>	<p><b>10%</b></p>
<p>5. How will you ensure that people and their families, have the opportunity to build trusting relationships with a team of consistent carers and other staff? How will you ensure that carers work alongside the family in a way which promotes a feeling of teamwork.</p> <p><i>This question was developed in conjunction with people who use the service and their relatives and unpaid carers.</i></p> <p><b>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</b></p>	<p><b>10%</b></p>
<p>6. Please provide a brief summary of your Business Continuity Plan which will provide a planned approach to continuity of</p>	



<p>care and support during the times of operational challenge. Your business continuity plan, should include but is not limited to reduced staffing capacity, poor weather, high levels of absence etc</p> <p><b>Maximum 1 side of A4, Arial Font, Size 12 (<i>weighting 5%</i>)</b></p>	<p><b>5%</b></p>
<p>7. The Social Partnership and Public Procurement (Wales) Act 2023 places a socially responsible procurement duty on all Welsh councils to seek to improve the economic, social, environmental, and cultural well-being of their area by carrying out public procurement in a socially responsible way. The aim is to maximise the positive outcomes and wellbeing of local people; influence local service provision; and add value and focus to what matters to people in a way that exceeds exclusively monetary value. This is about:</p> <ul style="list-style-type: none"> <li>– enhancing health and wellbeing;</li> <li>– building safer communities;</li> <li>– maximising opportunities for fulfilling potential;</li> <li>– improving the physical environment; and</li> <li>– supporting local economies.</li> </ul> <p>Describe what your organisation will bring to the contract that is outside of the scope of the service specification which will deliver added Community Wellbeing Benefits to the service. This should only relate to value added to the delivery of this contract and should not refer to other services delivered or funded from elsewhere.</p> <p><b>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 5%</i>)</b></p>	<p><b>5%</b></p>
<p><b>Lot Specific Questions</b></p> <p>The following questions (8 &amp; 9) are Lot specific questions and must be answered for each separate Lot for which you are bidding. For example if you are bidding for all 3 Lots, you will need to answer question 8 and 9 for all three Lots i.e. a total of 6 responses. These</p>	

questions will be evaluated and scored independently for each Lot.	
<p>8. Please explain how you will ensure you have sufficient capacity to meet all the referral requirements of the service specification, within set response timeframes, including standard referrals, hospital discharge, emergency community response and referrals from Monmouthshire's reablement service.</p> <p>Please refer in your response to:</p> <ul style="list-style-type: none"> <li>• The availability and processes of your planners, coordinators and any other back-office support functions.</li> <li>• Compliance with Hospital Discharges timescales for each of the Pathways (0,1 &amp;3)</li> <li>• How would you respond to an urgent community response?</li> <li>• Transfer from Reablement services</li> <li>• Routine packages</li> </ul> <p>Providers may want to consider the TUPE information provided to them when developing their response.</p> <p><b>Maximum 4 sides of A4, Arial Font, Size 12 (<i>weighting 15%</i>)</b></p>	<b>15%</b>
<p>9. Please explain how you will organise your staffing resources to meet the specific needs of the lot area e.g. geography, demographics and population (not an exhaustive list). In this question, we are looking for you to demonstrate your understanding of the local area and its specific challenges and how you will address these.</p> <p><b>Maximum 2 sides of A4, Arial Font, Size 12 (<i>weighting 10%</i>)</b></p>	<b>10%</b>
<b>Total</b>	<b>100%</b>

11.1 The following Evaluation Scoring Criteria will be applied to your responses to the

Method Statement questions as part of the evaluation process

Evaluation Scoring Criteria	Score
Excellent evidence has been submitted and information and/or supplementary documentation leave no doubt that all of the desired outcomes are likely to be exceeded substantially. It is evident that there will be significant added value incorporating aspects that are unique to this provider.	10
Very clear evidence has been submitted and information and/or supplementary documentation are of a very high calibre indicating that the desired outcomes are likely to be exceeded. It is evident that there will be some added value.	7
Adequate evidence has been submitted and information and/or supplementary documentation are of an adequate calibre indicating that the desired outcomes are likely to be achieved.	5
Some evidence has been submitted and information and/or supplementary documentation are of a barely adequate calibre indicating that the desired outcomes are unlikely to be met.	2
No evidence has been submitted and any information and/or supplementary documentation are of an inadequate calibre indicating that the desired outcomes are very unlikely to be met.  Or  Either the question has not been answered or the answer given clearly does not provide a solution that would lead to the desired outcomes being achieved.	0

11.2 Cost - Tenderers must complete '**Appendix 05 - Pricing Schedule**' in order to submit a bid for the services detailed within the tender. You must also complete **Appendix 06 – Urban Rate – Pricing Matrix** for all Lots you are bidding for, and **Appendix 07 – Rural Rate – Pricing Matrix**, if you are bidding for Lots 1 and 3.

11.3 Price submissions will be evaluated using the following Method;

The lowest price submission will be awarded the maximum available score and all other tenderers will be awarded a score relative to the lowest price bid submitted.

For the avoidance of doubt, the price submission will be evaluated using the following formula:

**(Lowest hourly price submitted / price being evaluated) x 40% = price score for the supplier being evaluated.**

- 11.11 The Rural rate and Urban rate provided for Lots 1 and 3 will be combined and the average lowest price will be awarded the maximum weighting allocated to Price i.e. 40%.
- 11.12 Each Lot will be evaluated separately. The evaluation team will combine the price and quality scores in order to determine which submission is the most economically advantageous tender (MEAT). Tenderers will be ranked based on the tenderers combined price and quality score.
- 11.13 Each Lot will be awarded to a different provider.

**11.14 Please see below outlined Lotting Structure and example:**

Each Lot shall be awarded their first ranked provider unless the provider has been ranked first in multiple Lots. In this instance, the providers preference within Appendix 05 – Pricing Schedule will be taken into account.

Once the first ranked provider has been awarded a Lot, their scores shall be removed from all other Lots.

The process above will be applied to all Lots, until all Lots have been allocated a Provider.

Example:

Supplier A has submitted a bid for Lots 1 & 2 and is the first ranked provider in both Lots. If their first choice is Lot 2, Supplier A will be awarded Lot 2.

Supplier B, who was the second ranked provider for Lot 1, has now become the highest ranked provider and will be awarded Lot 1.

In the circumstance that Supplier B is also the first ranked provider for Lot 3 and has chosen this Lot as their first choice, Supplier B will be awarded Lot 3 instead of Lot 1.

Lot 1 will then be awarded to Supplier C, who is the third ranked provider for Lot 1.

	Lot 1	Lot 2	Lot 3
Supplier A (Lot 2 – First Choice)	100%	100%	N/A
Supplier B (Lot 3 – First Choice)	90%	N/A	100%
Supplier C	80%	90%	80%

## **12. CONTACT DETAILS**

- 12.1 Unless stated otherwise in these Instructions or in writing from the Council, all communications from Tenderers (including their sub-contractors, consortium members, consultants, and advisers) during the period of this procurement exercise must be dealt with in accordance with paragraph 5.3 above.
- 12.2 All communications should include the name, contact details and position of the person making the communication.
- 12.3 Other than the Procuring Officer(s) making responses through the electronic tendering portal, no Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.
- 12.4 The procuring officer for this Tender is Catherine Hocking, Commissioning & Procurement, Cardiff Council, County Hall, Cardiff, CF10 4UW

All dialogue / correspondence during the tender process must be submitted via the PROACTIS portal. [www.PROACTISplaza.com/SupplierPortal](http://www.PROACTISplaza.com/SupplierPortal)

### **13. PREPARATION OF TENDER**

- 13.1 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders. Tenderers are solely responsible for the costs and expenses incurred 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 Council, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers, or advisers in this process.
- 13.2 Tenderers are required to complete and provide all information required by the Council in accordance with the Conditions of Tender and the Invitation to Tender. Failure to comply with the Conditions and the Invitation to Tender may lead the Council to reject a Tender Response.
- 13.3 The Council relies on Tenderers' own analysis and review of information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider is necessary in order to make decisions regarding the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement process.
- 13.4 Tenderers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Tenders and the works, services and/or goods which are the subject matter of this ITT, without reliance upon any opinion or other information provided by the Council or their advisers and representatives. Tenderers should notify the Council promptly of any perceived ambiguity, inconsistency, or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement process.

## 14. SUBMISSION OF TENDERS

- 14.1 The Tender must be submitted in the form specified in the Form of Tender instructions. Failure to do so may render the response non-compliant and it may be rejected.
- 14.2 The Council may at its own absolute discretion extend the closing date and the time for receipt of Tenders specified in this ITT.
- 14.3 Any extension granted under paragraph 14.2 will apply to all Tenderers.
- 14.4 Tenderers must submit all documentation for this procurement electronically via the PROACTIS procurement portal.
- 14.5 The Tender may be submitted in the Welsh or English Language. A tender for a contract submitted in Welsh will not be treated less favourably than a tender submitted in English (including, amongst other matters, in relation to the closing date for receiving tenders, and in relation to the timescale for informing tenderers of decisions).
- 14.6 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 14.7 Tenders are to be submitted via the PROACTIS website by no later than 12:00:00 GMT on Monday, 9<sup>th</sup> December 2024 (**“the Deadline”**).
- 14.8 Tenders will be received any time up to the deadline stated above. Tenders received before this deadline will be unopened until the opening date.
- 14.9 The Council does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.



## **15. CANVASSING**

- 15.1 Any Tenderer who directly or indirectly canvasses any officer, member, employee, or agent of the Council or its members concerning the establishment of the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other Tenderer, Tender or proposed Tender will be disqualified.

## **16. DISCLAIMERS**

- 16.1 Whilst the information in this ITT and supporting documents has been prepared in good faith, it does not purport to be comprehensive, nor has it been independently verified.
- 16.2 Neither the Council or its advisors, nor their respective directors, officers, members, partners, employees, other staff, or agents:
- (a) makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT or any information contained or referred to in it; or
  - (b) accepts any responsibility for the information contained or referred to in the ITT or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 16.3 Any persons considering making a decision to enter into contractual relationships with the Council following receipt of the ITT should make their own investigations and their own independent assessment of the Council and its requirements for the works and should seek their own professional financial and legal advice. For the avoidance of doubt, the provision of clarification or further information in relation to the ITT or any other associated documents (including the Schedules) is only authorised to be provided following a query made in accordance with paragraphs 12.1-12.3 of this Invitation to Tender.
- 16.4 Any resulting Contract will consist of the Contract Particulars (to be completed) and the Terms and Conditions and will be subject to the laws of England and Wales (as applied in Wales).

## **17. COLLUSIVE BEHAVIOUR**

### **17.1 Any Tenderer who:**

- (a) fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other party; or
- (b) communicates to any party other than the Council the amount or approximate amount of its proposed Tender or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender or insurance or any necessary security); or
- (c) enters into any agreement or arrangement with any other party that such other party shall refrain from submitting a Tender; or
- (d) enters into any agreement or arrangement with any other party as to the amount of any Tender submitted; or
- (e) offers or agrees to pay or give or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender, any act or omission, shall (without prejudice to any other civil remedies available to the Council and without prejudice to any criminal liability which such conduct by a Tenderer may attract) be disqualified.

## **18. TUPE**

All Tenderers are required to note that the award of a contract to the successful Tenderer is likely to result in a transfer pursuant to The Transfer of Undertakings (Protection of Employment) Regulations 2006 (the “Regulations”) with the effect that all employees engaged in the performance of the Services will transfer to the successful Tenderer on the Commencement Date. The Council further recognises that when the Contract terminates, the employees employed by the successful Tenderer in the performance of the Services will be likely to transfer onwards pursuant to the Regulations.

The Council further recognises that The Transfer of Employment (Pension Protection) Regulations 2005 (“the Pension Protection Regulations”) may apply.

Details of the existing employees have been provided by the existing service provider(s) and is attached on PROACTIS in a separate folder titled ‘TUPE Information’. The TUPE information for each Lot is clearly named with the Lot number to which it applies to. The Council has not verified the information within this folder and Tenderers are advised to ensure that their pricing has taken account of the impact, if any, of the Regulations and the Pension Protection Regulations.

It is Monmouthshire County Council’s understanding that among the workforce which may transfer under TUPE, there are migrant workers working under a sponsorship licence, for which new service providers need to obtain their own independent legal advice and conduct their own due diligence with outgoing providers in the event that they are awarded a contract.

**Monmouthshire County Council hold no liability for the TUPE data provided.**

## **19. LIST OF APPENDICES**

Please see below list of appendices. These documents can be located within the General tab of the PROACTIS project.

***Appendix 02 - Pre-Qualification Questionnaire Scoring Guidance***

***Appendix 03 - Terms and Conditions***

***Appendix 04 - Method Statement Questions*** (please note that these questions are embedded within the PROACTIS project and responses must be uploaded within the PROACTIS project)

***Appendix 05 – Pricing Schedule***

***Appendix 06 – Urban Rate – Pricing Matrix***

***Appendix 07 – Rural Rate – Pricing Matrix***

***Appendix 08 - Service Specification***

***Appendix 09 - Form of Tender***