

**INVITATION TO TENDER**

**INSTRUCTIONS TO TENDER**

0-19 HEALTHY CHILD PROGRAMME

(HEALTHY FAMILIES SERVICE)

Thurrock Council  
Released Under FOI

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**\*The TUPE information (Appendix 3) will only be released to Tenderers that sign and return the Confidentiality Agreement (Appendix 10) through the In-Tend correspondence facility.**

## IMPORTANT NOTICE

This Invitation to Tender ("ITT") has been prepared by Thurrock Council ("the Council") for sole use by those Tendering for the Contract ("Tenderers"), their professional advisers, and other parties essential to preparing the Tender for the Contract.

The information contained in this ITT and all subsequent information and documents sent to you by the Council pursuant to this procurement must be treated as confidential and must not be disclosed to any third party. If you are unable to comply with this requirement you must destroy this ITT and all associated documents immediately and not retain any electronic or paper copies.

No warranties or opinions as to the accuracy or completeness of any information provided in, or which accompanies, this ITT or otherwise or as to the powers and/or status of the Council shall be given at any stage by the Council and any liability for any inaccuracy or incompleteness is therefore expressly disclaimed by the Council.

Any person considering making a decision to enter into contractual relationships with the Council or any other person on the basis of the information provided by or on behalf of the Council must make their own investigations and form their own opinion in relation to the status, completeness and accuracy of all such information and in relation to the status and/or powers of the Council.

Your attention is drawn to the fact that, by issuing this ITT, the Council is in no way committed to awarding any Contract and reserves the right to cancel the Tendering process at any point for any reason. The Council shall not be liable for any costs resulting from any cancellation of this Tendering process nor for any other costs incurred by those expressing an interest in or Tendering for this contract opportunity.

You are deemed to fully understand the process that the Council is required to follow under relevant UK legislation, particularly in relation to The Health Care Services (Provider Selection Regime) Regulations 2023 (the PSR).

## 1. SUMMARY CONTRACT DETAILS

Contract Description	The provision of a 0-19 Healthy Child Programme, known as the Healthy Families Service
Contract Period	1 <sup>st</sup> September 2024 to 31 <sup>st</sup> August 2027, with option to extend by up to two years
Contact Point	Any queries should be sent using the correspondence facility on the In-Tend system.
Closing Date	12 noon on 26 <sup>th</sup> April 2024
Clarification Deadline	5pm on 17 <sup>th</sup> April 2024

## 2. DEFINITIONS

“Contract”	The contract to be entered into by the Council with the successful Tenderer(s).
“Contractor(s)”	The Tenderer(s) selected to enter into the Contract with the Council
“Contract Period”	The duration of the Contract
“Services”	The services to be provided by the Contractor under the Contract
“Tender(s)”	The proposal(s) submitted by the Tenderer(s) in response to this ITT

## 3. INTRODUCTION

Please refer to the Council's website [www.thurrock.gov.uk](http://www.thurrock.gov.uk) for further details on the Council.

The Council's requirement under this Contract is for the delivery of a universal, targeted and specialist Health Visiting and School Nursing Service to the whole child population cohort. Further information can be found in the specification.

## 4. INSTRUCTIONS TO TENDERERS

### 4.1 INVITATION TO TENDER

Please read this ITT carefully and ensure that you are fully familiar with the nature and extent of the obligations on you if your Tender is successful.

Only one Tender is permitted per Tenderer. If a Tenderer submits more than one Tender, only the one with the latest time and date of receipt noted will be evaluated, any other Tenders will be disregarded.

All documents submitted as part of your Tender must be written in English or a full English language translation provided at no cost to the Council. Only the translated English version will be evaluated.

All documents requiring a signature must be signed as follows:

- Where the Tenderer is a company, by two directors or by a director and the secretary of the company, provided that such persons are authorised for this role; or
- Where the Tenderer is an individual, by that individual; or
- Where the Tenderer is a partnership, by at least two duly authorised partners.

Failure to provide all of the information required or to meet the requirements of this document may result in your Tender not being considered by the Council due to it being a non-compliant Tender.

#### **4.2 FURTHER INFORMATION**

If you have any questions or require any clarification please email using the correspondence facility on the In-Tend system no later than the Clarification Deadline. Questions received after the Clarification Deadline will not be answered. Tenderers are advised that it is solely their responsibility to ensure that clarification questions do not identify their organisation.

Tenderers are advised that under no circumstances must they make contact with the Council or their representatives concerning any aspects of this Tender process other than by the Council's procurement portal – In-tend. Failure to do this may result in disqualification from this Tender process.

Please note that any questions submitted and the Council's responses may, at the Council's discretion, be circulated to all Tenderers, subject to the Council accepting an assertion made by a Tenderer at the time of question submission that the subject matter of a question relates specifically to a Tenderer's response and is therefore confidential.

The Council reserves the right to issue supplementary documentation at any time during the Tendering process to clarify or amend any aspect of the ITT or any of the documents referred to in the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated.

#### **4.3 EMAILS SENT THROUGH IN-TEND**

Tenderers must diligently monitor the inboxes of all registered email addresses for incoming messages from the Council throughout the tendering process and up until final contract award. The Council is not liable for any loss or damages resulting from a Tenderer overlooking email correspondence. Tenderers may be excluded from a tender process for not responding to the Council within the stipulated timescales.

#### **4.4 SUBMISSION OF TENDERS**

Completed Tenders must be returned online via the In-Tend system. Fax, postal and email submissions will not be considered.

Failure to return your Tender in the correct manner may result in your exclusion from consideration for the Contract.

Tenderers must allow sufficient time before the Closing Date to upload and submit their Tender. The Council reserves the right to reject Tenders received after the Closing Date.

#### **4.5 INFORMATION TO BE PROVIDED**

Tenderers must provide the following information in their Tender. Failure to provide this information may result in your submission being disqualified.

- Completed Selection Questionnaire (Appendix 4)
- Completed Response to Quality Evaluation Criteria (Appendix 5)
- Completed Pricing Schedule (Appendix 6)
- Completed Form of Tender (Appendix 7)
- Completed Anti-Collusion Certificate (Appendix 8)
- Completed Anti-Canvassing Certificate (Appendix 9)

Please do not provide additional attachments or documents where not requested to do so. These will not be read and will not be taken into account in the evaluation of your Tender.

#### **4.6 GENERAL**

The Council may, at its absolute discretion, extend the tendering period and postpone or change the Closing Date, for any reason.

Tenderers must obtain for themselves, at their own expense, all information necessary for the preparation of their Tenders and must satisfy themselves that they fully understand the requirements of the Contract.

Whilst information included in this ITT has been prepared in good faith, it does not purport to be comprehensive or to have been independently verified. With the exception of statements made fraudulently, the Council does not accept any liability or responsibility for the adequacy, accuracy or completeness of such information. No officer, employee, agent of or any consultant engaged by the Council gives any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

Prior to the award of the Contract no publicity by Tenderers regarding this Tendering process or the Contract is permitted. Once the Contract has been awarded, in accordance with the Contract, no publicity is permitted without the prior written consent of the Council.

No alteration to the successful Tenderer's position post award of the Contract will be accepted, unless this is due to external factors beyond the control of the Tenderer, is acceptable to the Council and is in accordance with any applicable legislation.

The Council reserves the right to disqualify any Tenderer whose circumstances change to the extent that the Tenderer ceases to meet the qualification criteria in the Questionnaire, or who makes material changes to any aspect of its Tender, unless substantial justification can be provided to the satisfaction of the Council and such change is in accordance with applicable legislation.

Subject to the Council's legal and regulatory obligations from time to time and Freedom of Information, the Council will respect the confidentiality of each Tenderer's work and will not disclose any aspect of their submission to another Tenderer, save that the Council reserves the right to inform all Tenderers in identical terms if an issue of general application to the tendering process emerges by way of clarification or otherwise.

#### **4.7 TRANSPARENCY AGENDA AND THE PUBLISHING OF CONTRACTS**

The Tenderer in submitting its Tender will agree that it will assist, if required, the Council in complying with its obligations under the government's transparency agenda, which requires the Council to publish the Selection Questionnaire and the ITT and the text of the contract documentation to be signed with the winning Tenderer (the Contract), and the Tenderer gives its consent for the Council to publish the text of the Contract, and any schedules to the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Council decides.

The Tenderer in submitting its Tender will acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act the text of the Contract, and any schedules to the Agreement, is not confidential information. The Council shall be responsible for determining in its absolute discretion whether any part of the Contract or its schedules is exempt from disclosure in accordance with the provisions of the Act.

#### **5. PROCUREMENT TIMETABLE**

The proposed timetable below is subject to change and is provided by way of guidance only. The Council reserves the right to amend this timetable at its absolute discretion at any time during the tendering process.

KEY EVENT	DATE
ITT Publication	15 <sup>th</sup> March 2024
Deadline for clarification requests	17 <sup>th</sup> April 2024
Closing date for Tender submissions	26 <sup>th</sup> April 2024
Notification of result of evaluation	21 <sup>st</sup> May 2024
Standstill period	22 <sup>nd</sup> - 31 <sup>st</sup> May 2024
Expected date of award of Contract	3 <sup>rd</sup> June 2024
Contract Commencement	1 <sup>st</sup> September 2024

## 6. LEGAL ISSUES

### 6.1 THE CONTRACT

The duration of the Contract is three years with the option to extend for a further two years, in one year increments.

The contractual terms required by the Council as set out in Appendix 1.

The contract will be signed as a deed.

Tenderers may not propose amendments to the Contract. If Tenderers wish to seek clarification in relation to any provision of the Contract, they should do so by asking a clarification question and submitting that question in accordance with Section 4.22 of this ITT. Tenderers should note that responses to clarification questions may be provided to all Tenderers.

### 6.2 TENDERING PROCESS

This tendering process and the subsequent Contract to be entered into will be subject to English law and the exclusive jurisdiction of the English Courts.

This procurement follows the Competitive Process under the PSR.

Contract award will be conditional on the Contract being approved in accordance with the Council's internal procedures and the Council being generally able to proceed.

The Council will observe the statutory Standstill Period between the date notifications are sent to candidates that the Council intends to award the Contract and the date it is proposed to enter into the Contract.

After confirmation of Contract award to the successful Tenderer(s) and until the execution of the Contract, the Tender (as accepted by the Council) will form a binding contract between the Council and the successful Tenderer(s) upon the terms and conditions of the Contract.

### 6.3 EQUAL OPPORTUNITIES

The Council is an equal opportunities employer and has various statutory duties to ensure that its services are delivered in a way that promotes equality and eliminates discrimination; in particular the Council must adhere to equality legislation.

The Council also expects that the successful Tenderer will promote equality, comply fully with all UK equality legislation, have an equalities policy and be an equal opportunities employer at all times during the Contract.

#### **6.4 FREEDOM OF INFORMATION**

In addition to the Council's commitment to public disclosure, transparency and accountable government, Tenderers should note that the Council is subject to the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). This means that, subject to certain exemptions, an individual may request access to any information held by the Council and the Council may disclose the information sought. This may include information on a Tender or details relating to the procurement process.

If you consider that any specific information supplied by you is either commercially sensitive or confidential in nature, please clearly state this in your Tender and mark it as such. You must also give us the reasons for the sensitivity or confidentiality. Block marking of whole Tender submissions is not acceptable. Please note, however, that the Council may still be required to disclose such information in accordance with FOIA or EIR.

The Council will endeavour to consult with you prior to making its decision on whether to disclose under FOIA or EIR information you have identified as commercially sensitive or confidential.

If you are unsure as to the Council's obligations under FOIA and EIR regarding the disclosure of commercially sensitive or confidential information please seek independent legal advice.

#### **6.5 TRANSFER OF UNDERTAKINGS (PROTECTION OF EMPLOYMENT) REGULATIONS 2006 (SI 2006/246) (TUPE)**

At the time of inviting this tender, in the Council's opinion TUPE is likely to apply to this contract in respect of the current contractor's employees.

Where TUPE is held to be applicable tenderers should take into account the requirements of the TUPE regulations. Tenderers are advised to seek independent professional advice on the effect of TUPE and on any associated pension costs associated with the transfer of employees who may be members of Local Government Pension Scheme. Subject to anything else being negotiated and agreed, Tenderers must be prepared to accept all liabilities which may arise as a consequence of the application of TUPE.

TUPE information is available to be provided to Tenderers. Before being supplied with this information, Tenderers must return a signed Confidentiality Agreement in the form set out in Appendix 10 of the Tender documents. The signed copy should be uploaded via the correspondence facility on the Council's tendering facility In-Tend by 5pm on 25<sup>th</sup> April 2024. TUPE information will be sent following receipt of the signed Confidentiality Agreement.

As both transferor (the incumbent provider) and transferee (the successful Tenderer) may be held to be jointly and severally liable for any failure to meet their obligations under TUPE, the Council reserves the right to refuse a Tender submitted on the basis that TUPE does not apply where the Council's advice suggests that it does apply.

### **7. KEY CRITERIA AND TENDER EVALUATION**

#### **7.1 Key Criteria Summary**

In accordance with the Council's Contract Procedure Rules and the PSR, the Council seeks to evaluate tenders and award the contract based on the Key Criteria, using the methodology set out in the below table. Where relevant, sub-criteria is set out in Appendix 5.



CRITERIA	WEIGHTING	EVALUATION METHODOLOGY
Quality and Innovation	16%	Individual sub-criteria will be scored using a 0-5 marking scheme and the specified sub-weighting applied. The formula to calculate the weighted score will be:  <i>(marks awarded / marks available) x weighting</i>
Value	40%	Price submitted by Tenderer, where lowest cost Tenderer shall receive the maximum weighting and all other scores shall be allocated according to their difference from the lowest price, using the formula:  <i>(maximum weighting x (lowest price of all Tenderers / Tendered price)</i>
Integration, collaboration, and service sustainability	14%	Individual sub-criteria will be scored using a 0-5 marking scheme and the specified sub-weighting applied. The formula to calculate the weighted score will be:  <i>(marks awarded / marks available) x weighting</i>
Improving access, reducing health inequalities, and facilitating choice	20%	Individual sub-criteria will be scored using a 0-5 marking scheme and the specified sub-weighting applied. The formula to calculate the weighted score will be:  <i>(marks awarded / marks available) x weighting</i>
Social Value	10%	Individual sub-criteria will be scored using a 0-5 marking scheme and the specified sub-weighting applied. The formula to calculate the weighted score will be:  <i>(marks awarded / marks available) x weighting</i>

## 7.2 Marking Scheme

Where indicated, responses to quality criteria will be scored in line with the following marking scheme:

USING A 0-5 MARKING SCHEME	
0	No information provided.
1	Poor Response – The response contains material omissions and / or is supported by limited evidence / examples. Major concerns that the Tenderer has the potential to deliver / that they have failed to meet a reasonable standard.
2	Fair Response – The response contains some omissions and / or is not well supported by evidence / examples. Some concerns about the Tenderer's ability to deliver / that they have failed to meet a reasonable standard.
3	Good Response – There is adequate detail / supporting examples giving a reasonable level of confidence in the Tenderer's experience and ability. The Tenderer appears to have the potential to deliver as required / has met a reasonable standard and there are only minor concerns about the Tenderer's experience.
4	Very Good Response – The level of detail / supporting examples gives a high level of confidence in the Tenderer's experience and ability. The Tenderer clearly has the potential to deliver and / or has clearly met an acceptable standard.
5	Excellent Response – A comprehensive well evidenced submission, clearly demonstrating expertise and knowledge incorporating value added benefits & other points of innovation. The response is deemed to offer little or no risk and fully captures the understanding of the steps involved to deliver the aspects of the question posed, giving a very high level of confidence in the Tenderer's experience and ability.

Individual evaluators will mark using whole numbers only. Half numbers or any other number format will not be used.

### **7.3 Tie Breaker**

In the event of a tie break or statistical tie break (i.e. where one or more of the highest scoring Tenderers has an overall score that is within 0.5% difference), the Council will award the Contract to the Tenderer offering the lowest price.

### **7.4 Tender Evaluation Process**

The evaluation process will follow the below stages:

#### **Stage 1: Receipt and Opening**

Tenders will be downloaded from In-Tend after the Closing Date.

#### **Stage 2: Compliance Check**

Tenders will be checked for compliance with the requirements of this ITT. Tenders which are not substantially complete or which are non-compliant with the ITT may be excluded from further participation in the evaluation process or, at the Council's discretion; Tenderers may be asked to provide clarification. In the case of the latter, a failure by the Tenderer to provide a satisfactory response within the deadline specified in the request for clarification may result in disqualification from the evaluation process. The Council reserves the right to evaluate Tenders before declaring them non-compliant.

#### **Stage 3: SQ Evaluation**

SQs will be evaluated in accordance with the methodology outlined in Appendix 4. Any applicant whose SQ response does not satisfy all pass/fail criteria may be treated as ineligible for this contract opportunity and their SQ response will not be assessed further. The Council reserves the right to evaluate Key Criteria before declaring a Tenderer ineligible for this contract opportunity.

#### **Stage 4: Evaluation of Key Criteria**

Key Criteria will be evaluated in accordance with the published methodology.

#### **Stage 5: Final Evaluation Report and Recommendation**

A final evaluation report will be completed, recommending award.

## **8. CLARIFICATIONS**

### **8.1 Post-Submission Clarifications**

During the evaluation period, the Council reserves the right to seek further information from the Tenderers to assist in its consideration of the Tenders; this may take the form of post-submission clarification meetings or written clarifications.