

INVITATION TO TENDER DOCUMENT

FOR

**Primary Care Mental Health Service Provision (including IAPT) –
NHS Eastern Cheshire Clinical Commissioning Group**

**Ref: Project No 20376
ITT No 3580**

Contents

	Page
Covering Letter	3
Section 1 Terms of Offer	4
Section 2 Scope of the Procurement	9
Section 3 Contract Conditions	10
Section 4 Supplementary Conditions of Contract	11
Section 5 Specification and KPIs	13
Section 6 Evaluation of Offers	14
Section 7 Timetable	17

**Re: Invitation to Tender for a Primary Care Mental Health Service Provision (including IAPT)
Service for NHS Eastern Cheshire Clinical Commissioning Group**

Offers are invited, subject to the Terms of Offer (Section 1), for the supply in accordance with the Terms and Conditions of Contract (Section 3) and the services detailed in the Specification (Section 5).

The Commissioner does not bind itself to accept the lowest or any offer and reserves the right to accept an Offer either in whole or in part, each item being for this purpose treated as offered separately and reserves the right to award contracts for the supply of the services described above and arising out of this procurement process to more than one supplier, and reserves the right not to make any award.

All information requested of the bidders is required as part of the adjudication and award process and therefore bidders are requested to complete the documents enclosed / attached and not to return separate schedules. Failure to comply with this will render the offer return invalid.

This procurement is broken down into two Lots, bidders may respond to one or both of the following:

Lot A IAPT Steps 2 to 3;

Lot B Wellbeing wrap around;

We would like to draw your attention to the following important points when completing and submitting your offer:

1. All offers must be in English.
2. All offers must be submitted in accordance with the documentation provided herein
3. Offers must be submitted no later than **17:00 on 17th August 2016**. Failure to do this will result in your offer being rejected.
4. Offers must be submitted via the e-tendering Bravo portal: <https://www.nhssourcing.co.uk>
5. All documents to be returned must be uploaded and all templates must be submitted using the Bravo system. All written communications must also be carried out via the Bravo system. Failure to do this will result in your offer being rejected.

SECTION 1 - TERMS OF OFFER

1.1. Information and Confidentiality

- 1.1.1 Information that is supplied to bidders as part of the procurement exercise is supplied in good faith. However, bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the bidders of such information, unless such information has been supplied fraudulently by the Commissioner.
- 1.1.2 All information supplied to bidders by the Commissioner in connection with this procurement exercise shall be regarded as confidential.
- 1.1.3 This invitation and its accompanying documents shall remain the property of the Commissioner and must be destroyed when no longer required. The Commissioner may request a certificate of destruction at any time.

1.2. Freedom of Information Act 2000

- 1.2.1 The Freedom of Information Act 2000 (FOIA) applies to the Commissioner.
- 1.2.2 Bidders should be aware of the Commissioner's obligations and responsibilities under the FOIA to disclose, on request, recorded information held by the Commissioner. Information provided by bidders in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the Commissioner in response to such a request, unless the Commissioner decides that one of the statutory exemptions under the FOIA applies. The Commissioner may also include certain information in the publication scheme which it maintains under the FOIA.
- 1.2.3 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, the Commissioner may consider it appropriate to ask bidders for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Commissioner must comply with a strict timetable and the Commissioner would, therefore, expect a response to any such consultation within five working days.
- 1.2.4 If bidders provide any information to the Commissioner in connection with this procurement exercise, or with any contract that may be awarded as a result of this exercise, which is confidential in nature and which a bidder wishes to be held in confidence, bidders must clearly identify in their offer documentation the information to which bidders consider a duty of confidentiality applies. Bidders must give a clear indication which material is to be considered confidential and why it is considered to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" is not appropriate. In addition, marking any material as "confidential" or equivalent should not be taken to mean that the Commissioner accepts any duty of confidentiality by virtue of such marking. Please note that even where a bidder has indicated that information is confidential, the Commissioner may be required to disclose it under the FOIA if a request is received.

- 1.2.5 The Commissioner does not accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 1.2.6 In certain circumstances where information has not been provided in confidence, the Commissioner may still wish to consult with bidders about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
- 1.2.7 The decision as to which information will be disclosed is reserved to the Commissioner notwithstanding any consultation with the bidder.

1.3 Site Visits

- 1.3.1 The Commissioner where necessary may carry out site visits as part of the evaluation process and potential providers must facilitate these where required.

1.4. Prices

- 1.4.1 Tenders must remain valid for acceptance for a minimum of 360 days from the closing date for the receipt of tenders.
- 1.4.2 Prices offered as part of this tender are quoted exclusive of VAT.

1.5. Offer documentation and 'Quality' submission

- 1.5.1 Unless otherwise stated offers must be submitted for all services.
- 1.5.2 The services offered should be strictly in accordance with the Specification (Section 5). Alternative goods and/or services may be offered but all differences between such items and the Specification must be indicated in detail in the Offer.
- 1.5.3 In submitting an offer the Bidder must complete all mandatory questions in Bravo.
- 1.5.4 Offers submitted utilising the Bravo system by the supplier will be regarded by both parties as a bona fide offer and therefore signatures to documents normally required will be deemed to have been given by use of the Bravo system to submit offers.
- 1.5.5 The Bravo documents must be completed in full as any offer may be rejected which:
 - 1. Contains gaps, omissions or obvious errors; or
 - 2. Is received after the closing time.
- 1.5.6 For help in completing your response or if you require any clarifications, please use the Bravo messaging service in every instance for this tender. Any Bravo system technical queries should be referred to the BravoSolution helpdesk on telephone number 0800 368 4850.

- 1.5.7 Offers must only be submitted via the e-tendering portal at <https://www.nhssourcing.co.uk>
- 1.5.8 All documents where requested must be uploaded and all templates must be completed using the Bravo system. All written communications must be carried out via the Bravo system. Failure to do this will result in your offer being rejected.
- 1.5.9 The Commissioner may at its own absolute discretion extend the closing date and time specified for the receipt of Offers.
- 1.5.10 The Commissioner does not bind itself to accept the lowest or any offer.
- 1.5.11 You will not be entitled to claim from the Commissioner or the Commissioner's representatives any costs or expenses that you may incur in preparing your tender whether or not your tender is successful.

1.6. Contract award criteria

The contract will be awarded on the basis of the most economically advantageous offer based on the criteria stated in **Section 6**.

1.7. TUPE

- 1.7.1 The attention of bidders is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the contract from the present supplier to the new one, giving the present supplier's staff the right to transfer to the employment of the successful bidder on the same terms and conditions. The above does not apply to the self-employed.
- 1.7.2 Bidders are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.
- 1.7.3 The successful bidder(s) will be required to indemnify the Commissioner against all possible claims under TUPE.
- 1.7.4 It is a further requirement that the successful bidder(s) will pass on all details of their own workforce towards the end of the contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer.
- 1.7.5 Bidders attention is drawn to the Cabinet Office's Principles of Good Employment Practice which has replaced the Code of Practice on Workforce Matters in Public Sector Service Contracts 2003.

1.8. Rebates/commissions

Not used

1.9 Collusive tendering

Any bidder who:

- 1.9.1 Fixes or adjusts the amount of his offer by or in accordance with any agreement or arrangement with any other person, or
- 1.9.2 Communicates to any person other than the Commissioner the amount or approximate amount of his proposed offer (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the tender), or
- 1.9.3 Enters into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any offer to be submitted, or
- 1.9.4 Offers or agrees to pay or give, or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing or having caused to be done in relation to any other Offer or proposed Offer for the Services, any act, omission or thing of the sort described in sections 1.9.1, 1.9.2 and 1.9.3 above;

will be disqualified (without prejudice to any other civil remedies available to the Commissioner and without prejudice to any criminal liability which such conduct by a bidder may attract).

1.10 EU Procurement Regulations

The healthcare services to which this procurement relates fall within the Public Contracts Regulations 2015. Neither placement of an advertisement for this procurement, nor the use of the open procurement procedure, or any other indication shall be taken to mean that the Commissioner intends to hold itself bound by any of the regulations save those applicable to these healthcare services.

1.11 Transparency

The government has set out the need for greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public expenditure intended to help achieve better value for money.

As part of the transparency agenda, the government has made the following commitments with regard to procurement and contracting:

- All new central government tender documents for contracts over £10,000 to be published on www.contractsfinder.gov.uk
- New items of central government spending over £25,000 to be published online
- All new central government contracts to be published in full.

The above rules apply to the NHS, therefore bidders should be aware that there is a requirement to publish the contract documents, which may include parts of or all of the successful bidder's response and the contract price, following contract award.

SECTION 2 – SCOPE OF THE PROCUREMENT

The contract resulting from this procurement activity will be on behalf of:

Eastern Cheshire Clinical Commissioning Group

There are no associate Commissioners

SECTION 3 – CONTRACT CONDITIONS

The following conditions of contract apply to this Invitation to Tender. (Also see the Commissioner's supplementary conditions in Section 4 of this document)

The NHS Standard Contract 2016/17

<http://www.england.nhs.uk/nhs-standard-contract/>

SECTION 4 – SUPPLEMENTARY CONDITIONS OF CONTRACT

4.1 Contract Commencement

The contract will commence on such date as agreed between the Contracting Authority and the successful Bidder. This is expected to be between from January 2017 depending on the mobilisation period required by the successful bidder.

4.2 Contract Duration

The contract period is three years, with an option to extend for up to a further two years.

4.3 TUPE

The service is currently being provided by Cheshire and Wirral Partnership NHS Foundation Trust of Chester. It is understood that TUPE may apply. Details of staff likely to be affected by transfer of the service to a new provider as a result of this tender exercise will be provided as soon as possible. However, Eastern Cheshire CCG will take no responsibility for the accuracy of any information provided with respect to TUPE and it is the responsibility of the bidding organisation to determine whether or not TUPE will apply and take that into account in submitting any bid. Please refer to Section 1.7 above

The CCG will consider alternative bidder proposals for staff efficiencies which would require separate funding by the CCG.

4.4 The Contract activity and prices

4.4.1 The bidder's acceptance must remain open for acceptance for a minimum of 360 days from the closing date for the receipt of offers, following which prices may be reviewed subject to the Bidder notifying the Contracting Authority in writing. Upon receipt of such written confirmation, the Contracting Authority has 14 calendar days to accept the original offer.

4.4.2 The CCG will award contracts to a maximum of two providers as a result of this procurement.

4.4.3 The CCG's affordability thresholds/forecast annual values (2016/2017 full year). for each Lot are as follows:

- Lot 1 £1 million
- Lot 2 £0.175 million

4.4.4 The CCG reserves the right not to award any contract which exceeds the above thresholds.

4.3.1 Payment will be a block basis. The affordability thresholds above include an allowance for CQUIN at 2.5% which will be paid in accordance with the applicable CQUIN Scheme.

4.4 Commissioning for Quality and Innovation (CQUIN)

4.4.1 In line with Department of health guidance the CQUIN payment framework will be applicable to this contract. This will involve an additional 2.5% of the contract value being made available conditional on the successful completion of the CQUIN performance indicators detailed in the contract.

4.4.2 CQUINs will be negotiated separately with the successful bidder prior to contract signature.

4.5 Commissioner Representative (Post Award)

The representative for the Contracting Authority for all purposes connected with the contract (post award) will be;

Lana Davidson
Senior Contract Manager
Eastern Cheshire CCG

or other such authorised person as nominated by the above to act on their behalf.

4.7 Material Misrepresentation

The Commissioner shall rely on the information provided by the Bidder in relation to its offer. In providing the services as specified in the Contract Documents, the successful Bidder shall comply with the contents of its Offer as failure in this respect may constitute a material breach of contract.

4.8 Equality

The contractor shall in performing the contract observe the provisions of the Equality Act 2010 in terms of both employment and service delivery.

SECTION 5 – SPECIFICATION & KPIS

5.1 The Specification is available as an attachment on Bravo.

Please note that whilst every effort has been made to ensure the specification is as complete and final as possible, some minor updates may be required prior to the agreement of any contracts awarded as a result of this tender.

SECTION 6 – EVALUATION OF OFFERS

6.1 Introduction

6.1.1 Tenders will be initially checked for compliance to ensure they are bona-fide offers that are capable of evaluation. Tenders that are found to be non-compliant may be rejected.

6.1.2 The Contract will be awarded on the basis of the most economically advantageous tender received and evaluated in terms of the criteria detailed in 6.2

6.2 Evaluation

6.2.1 Tenders will be assessed on the basis of the overall criteria below:

CRITERIA	WEIGHTING
QUALITY	50%
PRICE	50%

6.2.2 Questions within each quality sub-criteria, which are weighted equally, are scored using one of the following scoring systems. A score sheet will be uploaded onto the web portal to indicate the scoring system used for each ITT question.

SCORE	PERFORMANCE MEASURE
0	No response at all or insufficient information provided in the response such that the solution is incomprehensible.
1	Unsatisfactory response - substantially unacceptable submission which fails in several significant areas to set out a solution that addresses and meets the requirements: little or no detail may have been (and, where evidence is required or necessary, no evidence) provided to support and demonstrate that the tenderer will be able to provide the services and/or considerable reservations as to the tenderer's proposals in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.

2	Partially acceptable response - weak submission which does not set out a solution that fully addresses and meets the requirements: response may be basic/ minimal with little or no detail (and, where evidence is required or necessary, with insufficient evidence) provided to support the solution and demonstrate that the tenderer will be able to provide the services and/or some reservations as to the tenderer's solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
3	Satisfactory and acceptable response - submission sets out a solution that largely addresses and meets the requirements, with some detail (and, where evidence is required or necessary, some relevant evidence) provided to support the solution; minor reservations or weakness in a few areas of the solution in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
4	Good response - submission sets out a solution that is relevant and good. Submission sufficiently addresses and meets the requirements, with sufficient detail (and, where evidence is required or necessary, sufficient relevant evidence) provided to support the solution; provides sufficient confidence in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements.
5	Excellent response - submission sets out a strong solution that is completely relevant and excellent overall. Submission fully addresses and meets the requirements, with full details (and, where evidence is required or necessary, full and relevant evidence) provided to support the solution; provides complete confidence in respect of relevant ability, understanding, expertise, skills and/or resources to deliver the requirements. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirements and provides details of how the requirements will be met in full.
PASS/FAIL	PERFORMANCE MEASURE
Fail	The response does not meet the full criteria and there is limited information provided or an answer that largely fails to address the question or that is flawed in aspects. There are significant gaps and no evidence that issues will be addressed and or managed in line with expectations and the standards required.
Pass	A comprehensive answer to the question in terms of detail, accuracy and relevance. A good degree of evidence to show the Potential Provider's ability to achieve what is stated within the response and achieves the required standard of delivery.

6.2.3 Price scoring shall be as follows:

PRICE SCORING	
This section will be scored giving the lowest fully compliant tender price the maximum weighting % (50%), with other offers being scored pro-rata.	
Example lowest fully compliant tender offer £1,000,000 scores 50% (full available weighting) i.e. $\frac{£1,000,000}{£1,000,000} \times 50\%$	50.00%
Second lowest fully compliant tender offer will be scored pro-rata, example £1,100,000 is the second lowest $\frac{£1,000,000}{£1,100,000} \times 50\%$	45.045%
Third lowest fully compliant tender offer will be scored pro-rata, example £1,200,000 is the second lowest $\frac{£1,000,000}{£1,200,000} \times 50\%$	41.67%

6.2.4 Evaluation Process

6.2.4.1 Each Bid will be scored in accordance with the weighting and scoring criteria stated above.

6.2.4.2 Each individual question in each quality section (sub criterion) will be scored using the points system in the *ITT score sheet*.

6.2.4.3 Any tender failing to achieve an overall quality score of at least 60% in any of the ITT sections will be excluded from further consideration.

6.2.4.1 Within each scored quality section the scores awarded to each response will be added together, converted to a percentage of the total marks available and the weighting for each section applied. Each weighted section score will then be added together to give a total quality score. The overall quality weighting will then be applied to the total quality score to arrive at a final quality score, as per the *ITT score sheet* to be uploaded onto the web portal.

6.2.4.2 Clarifications may be sought in writing, interview, and/or presentation from the Bidders. Scores will then be adjusted accordingly.

6.2.4.3 Following evaluation of the written responses NHS Eastern Cheshire CCG may seek clarification of responses through interview, presentation or site visit. If required, the interview, presentation or site visit will not be scored but information provided will be used by the Evaluation Panel to confirm or moderate any scores provisionally awarded. Bidders should note that a date will be allocated for bidder presentations should they be required. This date is still to be confirmed

6.2.4.4 Subject to a final risk assessment, the bidder with the highest Total Score will be recommended for award.

SECTION 7 – TIMETABLE

7.1 Tender Process Timetable

Milestones	Date
Invitation to Tender (ITT) issued to Bidders	11th July 2016
Deadline for ITT clarification Questions *	10 th August 2016
Deadline for receipt of ITT bids	17 th August 2016
Candidate Presentations / Interview (if required)	TBA
Notify Preferred Supplier & Unsuccessful Bidders	Early September 2016
Stand Still Period Ends	End September 2016
Conclude Award	Mid October 2016
Contract Start	January 2017

Please note that the dates are guidelines only and are subject to change.

7.2 Tender Submission / Requirements

Tenders must be submitted / uploaded in full via the Bravo system no later than **17:00 on 17th August 2016**.

Failure to submit a response before the deadline may result in disqualification.

7.3 *Clarification Questions

A clarification question and answer process will operate during the ITT stage to give Bidders the opportunity to submit written questions to the Commissioner where they require clarification on the information contained in the ITT.

Bidders should submit clarification questions via the Bravo e-Procurement system only. Clarification questions received by any other method will not receive a response.

Clarification requests are to be submitted no later than the stated date in the timetable above. Questions received after this date may not be answered. The Commissioner will seek to answer clarification questions as quickly as possible. Bidders are urged to review the ITT immediately upon receipt and identify and submit any clarification questions as soon as possible.

In order to treat Bidders fairly, the Commissioner will provide an anonymous copy of any clarification questions, and the answers to those questions, to all Bidders via Bravo. Bidders are able to request clarification in confidence, but in responding to such requests the Commissioner reserves the right to act in what it considers a fair manner and in the best interests of the Procurement, which may include circulating the response to all Bidders.

Under no circumstances should Bidders approach the commissioning CCG, NHS England, Department of Health, other NHS organisations, their staff or advisers seeking further information in relation to the procurement. Any such approaches (direct or indirect) may result in the Bidder's exclusion from further consideration in the Procurement.