



# Invitation to Tender (ITT)

## Document 1 Instructions and Guidance to Tenderers

### Open Procedure

<b>Name of Contracting Authority</b>	<b>NHS England</b>
<b>Tender for</b>	<b>National Cancer Patient Experience Survey 2025-2029</b>
<b>Contract reference</b>	<b>C283380</b>
<b>Return Deadline Date and Time</b>	<b>12 noon on 28 November 2024</b>

<b>Revision Date</b>	<b>Summary of Changes</b>	<b>New Version No</b>

<b>Contents</b>	<b>GLOSSARY</b>	<b>5</b>
<b>1</b>	<b>Introduction</b>	<b>8</b>
1.1	NHS England	8
1.2	Use of electronic Tendering system	9
<b>2</b>	<b>Tender Particulars</b>	<b>9</b>
2.1	Contents of the Invitation to Tender	9
2.2	The ITT Pack	9
2.3	Background	13
2.4	Lots	14
2.5	Variant Tenders	15
2.6	TUPE	15
2.7	Confidentiality	16
2.8	Transparency	16
2.9	Freedom of Information	16
2.10	Processing of Data	17
2.11	Conflicts of Interests	18
2.12	Non-collusion and inducements	19
2.13	Canvassing	20
2.14	Copyright	20
2.15	Acceptance of Contract	21
2.16	NHS England's Employees	21

2.17	Publicity .....	21
2.18	Notification of Award and Standstill .....	21
2.19	Contract term .....	21
2.20	Payment and Invoicing.....	22
<b>3</b>	<b>Tender Process.....</b>	<b>22</b>
3.1	General.....	22
3.2	Timetable.....	25
3.3	Clarifications relating to this Tender: Questions raised by Tenderers.....	26
3.4	Preparation of Tender .....	27
3.5	Submission of Tenders .....	28
3.6	Amendments to Tender documents .....	32
3.7	Tender validity .....	32
3.8	Tender Return Checklist .....	32
3.9	<i>Additional Stages</i> .....	33
<b>4</b>	<b>Tender Evaluation.....</b>	<b>34</b>
4.1	Introduction.....	34
4.2	Evaluation of Tenders .....	34
4.3	Marking Methodology.....	35
4.4	Moderation.....	36
4.5	<i>Minimum Scores required for Evaluation Criteria</i> .....	37
4.6	Evaluation of Commercial Questionnaire .....	37



4.7	Application of Weightings.....	37
4.8	Total Score .....	37
<b>5</b>	<b>Contract Award.....</b>	<b>37</b>
5.1	Selection of a Preferred Service Provider .....	37
5.2	Preferred Service Provider approval .....	38
5.3	Contract Signature.....	38

## GLOSSARY

<b>“Clarifications Log”</b>	has the meaning set out in paragraph 3.3 of this document 1 of the ITT Pack.
<b>“Contract”</b>	means the form of contract that NHS England intends to conclude with the successful Tenderer to deliver the Requirements. A form of the Contract to deliver the Requirements is set out at Document 5 of the ITT Pack.
<b>“Contracting Authorities”</b>	means a contracting authority as defined in the Regulation 2 of the Public Contracts Regulations 2015.
<b>“Contracts Finder”</b>	means the national portal created by Government for Public Sector Authorities to publish contract opportunities in line with their transparency commitments.
<b>“Deadline”</b>	means the Deadline for submission of the Tenders, as set out at paragraph 3.2 of this document of the ITT Pack.
<b>“DPA”</b>	means the Data Protection Act 2018.
<b>“EIR”</b>	means the Environmental Information Regulations 2004.
<b>“Evaluation Criteria”</b>	means the criteria and scoring methodology proposed to assess the Tenders, as set out in section 4 of this Document 1 of the ITT Pack.
<b>“FOIA”</b>	means the Freedom of Information Act 2000.
<b>“FTS”</b>	means Find a Tender System.
<b>“FTS Contract Award Notice”</b>	means NHS England’s notice in relation to the Contract Advertisement and Award Notice.
<b>“Instructions”</b>	means this Document 1 of the ITT: Instructions and Guidance to Tenderers.
<b>“Invitation to Tender Questionnaire”</b>	means the on-line questions to be completed and submitted by the Tenderers via the Atamis Portal including all questions contained within Questionnaires 1 to 3.
<b>“ITT Pack”</b>	means this Document 1 and all other documents (including without limitation, and for the avoidance of doubt, Documents 1 to 5 (inclusive)) and all information issued as part of the invitation

	to tender including any Schedules, Appendices, Questionnaires and subsequent clarifications. Any references to “ITT” are a reference to the ITT Pack.
<b>“Material Subcontractor”</b>	<p>means a subcontractor that is material to the delivery of the Services and to whom a Tenderer intends to sub contract (following award of the contract tendered to the Tender) as identified in the Tenderer’s bid submission. For the purposes of the ITT Pack “material” shall mean any sub-contractor that is material as set out expressly within the provisions of the ITT Pack, or in the absence of any such express provision, any sub-contractor which is intended to perform at least 10% by value of the Services tendered.</p> <p>Any express provisions setting out which sub-contractors shall be deemed material sub-contractors for the purposes of the ITT Pack will be set out below in this Glossary:</p> <p><i>Not applicable</i></p>
<b>“NHS England E-Tendering Portal”</b>	<p>means the electronic Tendering portal ‘Atamis’ used by NHS England for this procurement:</p> <p><a href="https://health-family.force.com/s/Welcome">https://health-family.force.com/s/Welcome</a></p> <p>User Guide:</p> <p><a href="https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf">https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf</a></p> <p>Helpdesk Operational Hours 08:00-18:00 Monday - Friday (Excluding Public Holidays)</p> <p>Phone: 0800 9956035</p> <p>E-mail: <a href="mailto:support-health@atamis.co.uk">support-health@atamis.co.uk</a></p>
<b>“Regulations”</b>	means the Public Contracts Regulations 2015 (SI 2015/102) as amended.
<b>“Services”</b>	means the services being procured by NHS England under this procurement process as set out within the Statement of Requirements at Document 2 of the ITT Pack.
<b>“Service Provider”</b>	means a Tenderer (if any) who is successful in being awarded a contract tendered under the ITT Pack and who enters into a Contract with NHS England to deliver the Services.

<b>“Statement of Requirements”</b>	means the detailed description of the services, including outputs, to be delivered by a Service Provider through the Contract and found at Document 2 of the ITT Pack (and ‘Requirements’ has the same meaning).
<b>“Supplier Response Form”</b>	means the form accessed from NHS England’s e-tendering portal within which Tenderers must submit their responses to NHS England’s Tender specific questionnaires.
<b>“Supplier Information Questionnaire”</b>	means the questionnaire accessed from NHS England’s e-tendering portal within which Tenderers must submit information about the Tenderer.
<b>“Tender”</b>	means the response to the Invitation to Tender Questionnaire (and any supporting documentation) to be submitted via the Atamis Portal by the Tenderer by the Deadline and in accordance with the requirements of the ITT Pack.
<b>“Tenderer”</b>	Means a single Tendering organisation/ person that has expressed an interest in this procurement and is who is issued with the ITT Pack, in order to Tender to deliver the Requirements. References to “You” and “Your” in this ITT Pack are references to a Tenderer.
<b>“Threshold”</b>	means a minimum pass mark for any question in the Invitation to Tender Questionnaires, as stipulated in the Evaluation Criteria.
<b>“Timetable”</b>	means the timetable for this procurement as set out in paragraph 3.2 of Document 1 of the ITT Pack, as amended from time to time at NHS England’s discretion.
<b>“TUPE”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.

The defined terms set out above in the Glossary above shall have the meanings attributed to them when interpreting Documents 1, 3 and 4 of the ITT Pack and Questionnaires 1 to 3 inclusive.

For the avoidance of doubt defined terms used in Document 5 of the ITT Pack (Terms and Conditions of Contract) shall have the definitions set out in Document 5.

Unless otherwise stated, references to Documents, paragraphs or Appendices are references to documents, paragraphs or appendices forming part of the ITT Pack or of the relevant Document of the ITT Pack, or of the relevant other document forming

part of the ITT Pack as the context permits.

References in this Document 1 of the ITT Pack to numbered paragraphs without further designation are references to the paragraphs of this Document 1 of the ITT Pack so numbered.

Headings are inserted for convenience only and shall not in any way limit, qualify or affect the interpretation of the paragraphs of the ITT Pack following any heading.

## **1 Introduction**

### **1.1 NHS England**

1.1.1 NHS England provides national leadership for the NHS in England. Its main aim is to promote high quality health and care to people in England, and it sets the overall direction and priorities for the NHS as a whole (for further information: [NHS England » About us](#)).

1.1.2 NHS England plays a key role in the Government's vision to modernise the health service, as described by the Health and Social Care Act 2012. NHS England's key roles are to:

- allocate resources to Integrated Care Boards and support them to commission services on behalf of their patients, according to evidence-based quality standards;
- delegate commissioning functions to Integrated Care Boards including primary care services;
- directly commission military and offender health and specialised services including high security psychiatric services;
- take autonomous decisions about how best to allocate commissioning resources, remaining accountable for ensuring expenditure remains within limits set by the Secretary of State for Health;
- focus on achieving equal access to health services, designed around the needs of the patient, for which we will be held to account by Ministers and Parliament; and
- deliver improved patient outcomes.

1.1.3 The work of NHS England is monitored and held accountable for the delivery of agreed goals and objectives contained in a range of governing frameworks including: the NHS Constitution, the NHS outcomes framework, and the NHS Mandate (for further information: <http://www.england.nhs.uk>).



## 1.2 Use of electronic Tendering system

1.2.1 NHS England is utilising an electronic Tendering system to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with NHS England, including the submission of Tender responses will be conducted solely via the following link:

<https://health-family.force.com/s/Welcome>

User Guide:

[https://services.atamis.co.uk/docs/Supplier\\_User\\_Guide.pdf](https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf)

Helpdesk Operational Hours 08:00-18:00 Monday - Friday (Excluding Public Holidays)

Phone: 0800 9956035

E-mail: [support-health@atamis.co.uk](mailto:support-health@atamis.co.uk)

1.2.2 Unless stated otherwise in these Instructions or in writing from NHS England, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed via the messaging service on the e-Tendering system detailed above.

## 2 Tender Particulars

### 2.1 Contents of the Invitation to Tender

The information contained in the ITT is designed to ensure that all Tenderers are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.

### 2.2 The ITT Pack

The ITT Pack comprises the following sections:

#### 2.2.1 Document 1 – Instructions and Guidance (this document)

Document 1 provides Tenderers with instructions for the preparation of Tender



responses and other requirements of this procurement process. It includes an outline of the procurement process, the requirements for Tender submission, and the approach to Tender evaluation. Document 1 should be read in conjunction with the other documents comprising the ITT Pack and any other information provided by NHS England.

Each Tender must be submitted in the form as specified in the documents issued by NHS England as part of the ITT Pack.

The ITT Pack specifies consequences for certain failures to comply with the requirements set out in the ITT Pack. Further and in addition to those specific consequences, any failure by a Tenderer to submit a Tender in the form specified in the ITT Pack may be deemed by NHS England to render that Tender response non-compliant and that Tender may be rejected by NHS England.

### **2.2.2 Document 2 – Statement of Requirements**

This contains the specification for the Contract, which sets out the scope and minimum standards that Tenderers will be expected to meet in their Tenders.

NHS England 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 shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated. NHS England may, in its absolute discretion, exercise the option to extend the Tendering period and postpone or change the closing date, in the event that subsequent documentation is issued or for any other reason.

### **2.2.3 Document 3 – Form of Tender**

The Form of Tender must be downloaded, signed, scanned and uploaded into NHS England's e-tendering portal, Atamis.

Where the Tenderer is a company, the Tender must be signed by a duly authorised representative of that company.

Where the Tenderer is a consortium, the Tender must be signed by the lead authorised representative of the consortium, which organisation shall be responsible for the performance of the Contract.

In the case of a partnership, all the partners should sign or, alternatively, one only may sign, in which case they must have and should state that they have authority to sign on behalf of the other partner(s). The names of all the partners should be given in full



together with the trading name of the partnership. In the case of a sole trader, they should sign and give their name in full together with the name under which they are trading.

#### 2.2.4 **Document 4 – Declarations** (Appendix 1 to the Form of Tender)

Document 4 contains declarations to be made by the Tenderer at the time of submitting their Tender. Tenderers must ensure that they have completed all sections in accordance with instructions provided by NHS England.

#### 2.2.5 **Document 5 – Terms and Conditions of Contract** (Appendix 2 to the Form of Tender)

Document 5 sets out NHS England's Terms and Conditions of Contract. Upon conclusion of this procurement process the resultant Service Provider(s) will be required to enter into the Contract provided substantially in the form set out within the Appendix.

Service Providers will follow NHS England's instructions for the signature and return of signed copies of the Contract, whether in hard copy or via an electronic contract execution platform.

The resultant Service Provider(s) shall also send NHS England a redacted signed copy for publication. The extent of any permitted redactions shall be determined by NHS England in their absolute discretion,

#### 2.2.6 **Document 6 - Draft Data Processor Agreement or Data Controller to Data Controller Agreement** (Appendix 3 to the Form of Tender)

#### **Document 7 – Supplier Code of Conduct** (Appendix 4 to the Form of Tender)

#### 2.2.7 **Document 8 – TUPE Disclosure** – Not Applicable

#### 2.2.8 **Questionnaire 1 – Supplier Information Questionnaire**

Questionnaire 1 requires every Tenderer to complete and return this form. It contains a number of Pass/Fail questions; Tenderers should note that section 2 contains questions that, where the Tenderer's response is 'Yes', then NHS England must, by law, exclude them from continuing with the procurement. These questions are clearly indicated as 'Grounds for mandatory exclusion'. Tenderers should also note that section 3 contains a question that, where the Tender's response is 'No', then NHS England reserves the right to exclude them from continuing with the procurement. This



question is clearly indicated as 'Grounds for exclusion for non payment of taxes'.

Tenderers should further note that 4 contains questions that, where the Tenderer's response is 'Yes', then NHS England reserves the right to exclude them from continuing with the procurement. These questions are clearly indicated as 'Grounds for discretionary exclusion'.

### **2.2.9 Questionnaire 2 – Technical Questionnaire**

Questionnaire 2 contains the Technical questions to which Tenderers are to provide their responses to questions within NHS England's e-tendering portal; Tenderer responses to the specific questions relating to the Contract must also be made in accordance with the instructions provided in the document.

This questionnaire contains a number of Stage One questions which a Tenderer must pass or meet the minimum score threshold in order to be eligible to be awarded the Contract. However, NHS England will evaluate all tenderers responses to Stage Two questions against the award criteria set out in Section 4 Tender Evaluation of this Document 1.

### **2.2.10 Questionnaire 3 – Commercial Questionnaire**

Questionnaire 3 contains the Commercial (pricing) and Financial Viability questionnaire(s) that are to be downloaded, completed and uploaded back into NHS England's e-tendering portal by Tenderers. Whilst the Financial Viability of Tenderers will not be formerly evaluated, it will be used to help determine whether NHS England require a Guarantee as set out in the Terms and Conditions for the provision of services.

All Tenderers are required to complete the Commercial Questionnaire in full. A Tender containing a Commercial Questionnaire that is not completed in full shall be a non-compliant Tender and any such Tender shall be rejected and excluded from further evaluation.

No Tenderer is permitted to amend the format of the Commercial Questionnaire in any way. If a Tenderer amends the format of the Commercial Questionnaire (which for the avoidance of doubt includes but is not limited to any amendment, addition, or deletion other than the input of the data requested) then their Tender shall be rejected and excluded from further evaluation.

Prices included in any Tender must not be subject to any pricing qualifications or indexation not provided for explicitly by NHS England in the Commercial



Questionnaire. In the event that any prices in a Tender are expressed as being subject to any pricing, qualifications or indexation not provided for by NHS England in the Commercial Questionnaire, NHS England will reject the Bid.

Evaluation of Tenderer responses is described in section 4 of this Document 1 of the ITT Pack.

## **2.3 Background**

- 2.3.1 This Invitation to Tender (ITT) has been prepared by NHS England.
- 2.3.2 NHS England is looking for a Service Provider(s) for the Services described in the Statement of Requirements (Document 2 of the ITT Pack).
- 2.3.3 NHS England have placed an advertisement in Find a Tender Service and Contracts Finder, in respect of the Requirements described in this ITT Pack, inviting expressions of interest from parties wishing to be considered to contract with NHS England for this Requirement.
- 2.3.4 This procurement exercise is being carried out in accordance with the Open Procedure as set out in the Public Contracts Regulations 2015.
- 2.3.5 Parties expressing an interest were given access to the ITT Pack on NHS England's e-Tendering portal.
- 2.3.6 NHS England has taken reasonable care to ensure that the information provided is accurate in all material respects. However, the Tenderer's attention is drawn to the fact that no representation, warranty or undertaking is given by NHS England in respect of the information provided in respect of this transaction and/ or any related transaction(s).
- 2.3.7 NHS England does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on the ITT Pack or any subsequent communication.
- 2.3.8 No warranties or opinions as to the accuracy of any information provided in the ITT Pack are or shall be given at any stage by NHS England.
- 2.3.9 Any person considering making a decision to enter into a contractual relationship with NHS England or any other person on the basis of the information provided should make their own investigations and form their own



opinion of NHS England and of the contract opportunity. The attention of Tenderers is drawn to the fact that, by issuing the ITT Pack, NHS England is in no way committed to awarding any contract and that all costs incurred by Tenderers in relation to any stage of the Tender process are incurred on the account of the relevant Tenderer only to be met by that Tenderer.

2.3.10 In accordance with NHS England's internal financial instructions and general principles applicable to public procurement, NHS England seeks best value for money in terms of the Contract awarded to any successful Tenderer.

2.3.11 NHS England has endeavoured, therefore, to express as clearly as possible in the ITT Pack the terms on which it would propose to contract with any successful Tenderer and in particular the obligations, risks and liabilities which it expects to become the responsibility of any successful Tenderer.

2.3.12 Value of the Contract:

The maximum permissible spend under this contract, including all extensions is £3,081,000 for five cycles of the survey.

The current service handles work to a value of £1,200,000 within a three year time frame.

- Details of current/ estimated expenditure or potential future uptake are given in good faith as a guide to past purchasing and current planning to assist you in submitting your Tender. They should not be interpreted as an undertaking to purchase any goods or services to any particular value and do not form part of the Contract.

## **2.4 Lots**

2.4.1 This procurement is not divided into lots.

2.4.2 The reason for not sub-dividing this procurement into separate lots is because the Cancer Patient Experience Survey is deemed to be a very sensitive subject, which requires consistency in approach across the contract term. Fewer patients may not return surveys if they are approached by multiple suppliers across the term of the agreement. Additionally it would not prove cost effective with onboarding several suppliers over the term of the contract to undertake a new cycle of the survey. It is believed there to be greater cost efficiencies to be had by having a single supplier deliver all five cycles of the survey over the course of the contract term.

2.4.3 NHS England anticipates that it will enter into a contract with a single Provider for the entire agreement.

## **2.5 Variant Tenders**

2.5.1 NHS England will not accept variant Tenders.

## **2.6 TUPE**

2.6.1 TUPE has been deemed to not be applicable to this tender, however, the attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE. Tenderers should note that in the event that a Tenderer is successful in their tender submission TUPE may apply to the transfer of the contract from the present provider to the new one, and operate to give the present provider's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of a Service Provider (a successful Tender) on the same terms and conditions (other than in relation to rights under occupational pension schemes). The above does not apply to the self-employed who fall outside the employment protections set out in TUPE.

2.6.2 Tenderers are advised to form their own view as to the extent of the application of TUPE and the costs associated with this. NHS England reserves the right to ask Tenderers to confirm their approach to TUPE transfers and how any costs have been addressed in their Tender.

2.6.3 To assist in this process, NHS England may publish workforce details obtained from the present provider, to all Tenderers. This information will be supplied on the basis that it is treated as strictly confidential; and that the information is not disclosed except to such people within the receiving party's organisation, and to such extent, as is strictly necessary for the preparation of the offer; and that it is not used for any other purpose. All such information supplied shall be returned promptly on request and any retained copies destroyed or deleted as applicable.

2.6.4 Tenderers should note that in the event that NHS England publishes workforce details to all Tenderers in accordance with paragraph 2.6.3 above that such information will be derived from the present provider and that accordingly NHS England makes no warranties or representations as to the accuracy of such information and excludes all liabilities arising out of any inaccuracies in such information.

2.6.5 Each Service Provider will be required to indemnify NHS England against all possible claims arising under TUPE.

2.6.6 It is a further requirement on every Tenderer participating in this tender process that if that Tenderer is successful and becomes a Service Provider that they 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.

## **2.7 Confidentiality**

2.7.1 All information made available to the Tenderers by NHS England in any form relating to the Contract and the project shall be treated as confidential and shall not be disclosed to any third party without the consent of NHS England. All such information supplied shall be returned promptly on request and any retained copies destroyed or deleted as applicable.

## **2.8 Transparency**

2.8.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, these NHS England Tender documents and the resultant Contract (with appropriate redactions as determined by NHS England in their absolute discretion) will be published on the Contracts Finder website:

<https://www.gov.uk/contracts-finder>

2.8.2 NHS England may be subject to the greater requirements for transparency across Government operations as updated from time to time. You are hereby formally notified that NHS England may be obliged to publish the Contract resulting from this Tendering exercise.

## **2.9 Freedom of Information**

2.9.1 The FOIA, EIR, and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to NHS England (together the “Disclosure Obligations”).

2.9.2 You should be aware of NHS England’s obligations and responsibilities under the Disclosure Obligations to disclose information held by NHS England. Information provided by you in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may





therefore have to be disclosed by NHS England under the Disclosure Obligations, unless NHS England decides that one of the statutory exemptions under the FOIA or the EIR applies.

2.9.3 If you wish to designate information supplied as part of your Tender or otherwise in connection with this tender exercise as confidential, using any template and/ or further guidance provided in Appendix 1 to Document 3, you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/ or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

2.9.4 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this procurement process you agree that NHS England should not and will not be bound by any such markings.

2.9.5 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that NHS England accepts any duty of confidentiality arises by virtue of such marking. Whether information is subject to a binding obligation of confidentiality is assessed in the context of the nature of the information and the circumstances of the sharing, and whether disclosure is permitted or not will include consideration of any other factors, including whether there is a countervailing public interest sufficient to outweigh the public interest in preserving confidences. You accept that the decision as to whether information will be disclosed is reserved to NHS England, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this procurement process and/ or submitting your Tender or any other response provided to NHS England, that all information is provided to NHS England on the basis that it may be disclosed under the Disclosure Obligations if NHS England considers that it is required to do so, including where no relevant exemptions under the FOIA or EIR apply, and/ or may be used by NHS England in accordance with the provisions provision of the ITT Pack.

## **2.10 Processing of Data**

2.10.1 Tender responses are also submitted on the condition that where a Service Provider is a data processor within the meaning of the Data Protection Legislation, it will only process personal data (as may be defined under any

relevant data protection laws) that it gains access to in performance of this Contract in accordance with NHS England's instructions and will not use such personal data for any other purpose. Where the Service Provider is a data controller within the meaning of the Data Protection Legislation, it will process personal data in accordance with its obligations under the same and in accordance with NHS information governance rules, including, but not limited to Confidentiality: NHS Code of Practice and associated guidance published by NHS England, NHS Digital and the Department of Health and Social Care.

## **2.11 Conflicts of Interests**

2.11.1 Each Tenderer and its officers shall be under a continuing obligation to promptly notify NHS England of any conflicts of interest of it, any staff of the Tenderer, any consortium member, and/ or any sub-contractor relating to this tender process and/ or the performance of the Contract if the Tenderer were a Service Provider. In the event that no actual or potential conflicts of interest are disclosed in the Tenderer's Tender submission, the Tenderer will be deemed to have warranted and represented that no actual or potential conflicts of interest exist. Failure to identify material conflicts of interest (actual or potential) may lead to rejection of the Tender.

2.11.2 For the avoidance of doubt the circumstances where a conflict of interest arise include (but are not limited to) where the Tenderer and/ or any relevant body or person connected with the Tenderer and/ or this procurement process and/ or the Tenderer's Tender submission have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of this procurement procedure.

2.11.3 Where NHS England becomes aware of any conflict of interest arising or at risk of arising in respect of a Tenderer, any staff of the Tenderer, any consortium member, and/ or any sub-contractor relating to this tender process and/ or the performance of the Contract if the Tenderer were a Service Provider (whether as notified by a Tenderer in accordance with paragraph 2.11.1 of this Document 1 of the ITT Pack or otherwise) then NHS England shall:

2.11.3.1 assess such conflict of interest and consider if it distorts competition or otherwise undermines the equal treatment of Tenderers; and

2.11.3.2 where, in its absolute discretion, NHS England considers that a conflict of interest does distort competition or otherwise undermines the equal treatment of Tenderers it may direct a Tenderer to take



such measures as NHS England shall determine as a condition of continued participation in the tender process or may exclude that Tenderer from further participation in this procurement process.

## **2.12 Non-collusion and inducements**

2.12.1 Subject to paragraph 2.12.2 of Document 1 of the ITT Pack, any Tenderer or other supplier which:

- fixes or adjusts its Tender by arrangement with any other person; or
- communicates to any person other than NHS England the details of its Tender; or
- enters into any arrangement with any other person that it will cease to negotiate with NHS England; or
- offers or agrees to pay or give or does pay or give any sum of money, other inducement or consideration, directly or indirectly, to any person in respect of its Tender or the Contract (excluding details communicated to its advisers and payments made in relation to the valid remuneration of its advisers);

will be disqualified from any further involvement in this process, without prejudice to any other civil remedy that may be available to NHS England and any criminal liability that may be incurred.

2.12.2 It shall not constitute collusion for a Tenderer to discuss and/ or coordinate its Tender submission:

2.12.2.1 with any organisation forming part of a consortium formed for the purpose of (or including the purpose of) submitting a Tender under this procurement process; or

2.12.2.2 with a proposed subcontractor, whether a Material Subcontractor or otherwise.

2.12.3 Tenderers are only permitted to submit one bid in its own right and name (to include where it is a lead supplier for a consortium):

2.12.3.1 in an un-lotted procurement process; or

2.12.3.2 per lot (in the case a lotted procurement process).

2.12.4 Tenderers must notify the Authority of their participation in any Tender as a consortium member in any capacity where it is not the lead supplier for a

consortium, including for the avoidance of doubt where it proposes to act as a subcontractor for another Tenderer (whether as a Material Subcontractor or otherwise).

2.12.5 Participation in more than one Tender or tendering consortia in respect of the same lot will be regarded as a conflict of interest and must be notified to the Authority in accordance with paragraph 2.11.1 of this Document 1 of the ITT Pack.

## **2.13 Canvassing**

2.13.1 Any Tenderer who, in connection with the ITT:

- offers any inducement, fee or reward to any employee of NHS England or any person acting as an advisor for NHS England or in connection with the procurement process; or
- does anything which would constitute a breach of the Prevention of Corruptions Acts 1889 to 1916; or
- offers or agrees to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other Tender or proposed Tender for the performance of the Project covered by the Tender, any act or omission as within the Bribery Act 2010;
- contacts any employee of NHS England about any aspect of the procurement process, except through the agreed communication channel(s) authorised in this document;

will be disqualified from any further involvement in this process, without prejudice to any other civil remedies available to NHS England and without prejudice to any criminal liability which such conduct by a Tenderer/other supplier may attract.

## **2.14 Copyright**

2.14.1 The copyright in the ITT Pack is vested in NHS England.

2.14.2 Tenderers shall not reproduce any of the ITT Pack in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of NHS England, other than for use strictly for the purpose of preparing their Tender in relation to the procurement process. The ITT Pack and any document at any time issued as supplemental to it are and shall remain the property of NHS England and may be used by a Tenderer



solely for the purpose of this procurement process and must be returned promptly upon request and any retained copies destroyed or deleted as applicable.

## **2.15 Acceptance of Contract**

2.15.1 By submitting a Tender, Tenderers are agreeing to be bound by the terms of the ITT Pack and in the event that the Tenderer is appointed as a Service Provider the Tenderer is agreeing to be bound by a contract substantially in the form of the Contract without further negotiation or amendment.

2.15.2 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by NHS England and NHS England confirming in writing such acceptance to the Tenderer, the Tenderer will execute the Contract prior to contract implementation.

## **2.16 NHS England's Employees**

2.16.1 No employee of NHS England has the authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to the ITT Pack or any other matter relating to the Contract except through the agreed communication channel(s) authorised in this document.

## **2.17 Publicity**

2.17.1 Tenderers must obtain the express written approval from NHS England before any disclosures are made to the press or in any other public domain relating to this invitation to tender process or any subsequent contract. No Tenderer will undertake any publicity activities with any part of the media in relation to the project without the prior written agreement of NHS England, including agreement on the format and content of any publicity. NHS England wishes to make it clear that, prior to contract award, no publicity activities of the Tenderer shall be allowed.

## **2.18 Notification of Award and Standstill**

2.18.1 NHS England will notify successful and unsuccessful Tenderers in accordance with the Regulations. A ten day standstill period will take effect in accordance with the Regulations before NHS England enters into any Contract(s).

## **2.19 Contract term**

2.19.1 NHS England proposes to enter into Contract(s) for a maximum period of 69

(sixty nine) months with the successful Tenderer(s).

2.19.2 The initial contract term shall be 69 (sixty nine) months with no option for extension/s.

2.19.3 The anticipated services commencement date is 1 February 2025.

## **2.20 Payment and Invoicing**

2.20.1 NHS England will pay correctly addressed, valid and undisputed invoices within 30 days in accordance with and subject to the requirements of the Contract. Service Providers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include:

- A description of the good/ services supplied is included.
- NHS England's reference number/ Purchase Order number is included.
- It must be addressed to NHS England, X24 Payables K005, PO Box 312, Leeds, West Yorkshire, LS11 1HP.
- The Provider will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.
- Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

## **3 Tender Process**

### **3.1 General**

3.1.1 These instructions are designed to ensure that all Tenders are given equal and fair consideration. Please contact NHS England via the messaging service on NHS England's e-Tendering system if you have any queries.

3.1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Any failure to comply with these requirements for completion and submission of the Tender response may (in addition to any specific consequences set out in the ITT Pack for any failure to follow any requirement(s)) be deemed by NHS England to render that Tender non-compliant and that Tender may be rejected by NHS England. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the ITT and the Requirements and the Contract and all contractual obligations.



In particular, Tenderers must ensure that they have read and fully understand Document 2 (the Statement of Requirements) prior to submitting their tender to NHS England. Requests for Clarifications on any aspect of the ITT Pack can be made by following the instructions in paragraph 3.3 of this Document 1 of the ITT Pack.

These instructions, with other instructions issued in connection with it, constitute the conditions of the ITT. Such conditions shall apply to all Tenderers participating in this procurement process. Participation in the Tender process in any manner, including but not limited to by submission of a Tender shall be deemed to be acceptance by the relevant Tenderer of such conditions.

The Tenderer shall use all reasonable endeavours to ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these conditions of the ITT Pack.

By submitting a Tender, the Tenderer warrants as a continuing obligation that:

- 3.1.2.1 they have and will, comply with all applicable laws, codes of practice, statutory guidance and applicable NHS England policies relevant to the tender process. NHS England policies relevant to this tender process are detailed within Document 2 (the Statement of Requirements).
- 3.1.2.2 any consortium member and/ or subcontractor has and will comply with all applicable laws, codes of practice, statutory guidance and applicable NHS England policies relevant to this tender process (such applicable NHS England policies are set out above);
- 3.1.2.3 any tender submitted is submitted on the basis that as a Service Provider the Tenderer, its consortium member and/ or subcontractors will comply with all applicable laws, codes of practice, statutory guidance and applicable NHS England policies relevant to the supplies and/ or services being supplied. NHS England policies relevant to the supplies and/ or services being supplied are detailed within Document 2 (the Statement of Requirements).

3.1.3 NHS England shall not be committed to any course of action as a result of:

- issuing any notice in relation to this tender process , including without limitation any prior invitation notice, any notice on the FTS and/ or any notice on Contracts Finder;

- issuing the ITT Pack 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;
- communicating the outcome of the tender process to a Tenderer, whether at the start of a standstill period or otherwise; or
- any other communication between the NHS England and any other party.

3.1.4 Tenderers shall accept and acknowledge that by issuing the ITT Pack, NHS England shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all of the Requirements for which Tenders are invited.

3.1.5 Where a Tender is issued in lots, NHS England reserves the right:

3.1.5.1 to award some but not all lots; and/ or

3.1.5.2 to award lots on different timelines.

3.1.6 NHS England reserves the right to vary, suspend or cancel the procurement process at any time without explanation. As stated in paragraph 3.4.2 of this Document 1 of the ITT Pack, NHS England is not responsible for any costs incurred by Tenderers.

3.1.7 Tenderers should be aware that by submitting a response to this Tender they are representing and warranting that they are capable of performing, as a minimum, the mandatory requirements as detailed within the ITT Pack at Document 2 (the Statement of Requirements).

3.1.8 Failure to comply with one or more mandatory requirements or constraints set out in the ITT Pack shall entitle NHS England to reject a Tender in full.

3.1.9 Where, following contract award, NHS England considers that any representation or warranty made by a Service Provider in their tender submission was false, NHS England reserve the right to rescind the Contract.

3.1.10 NHS England reserves the right to include any elements of a successful Tenderer's response to the Requirements (including any clarification provided by a Tenderer and any information provided in any presentation/ interview) which are additional and not contradictory to the Requirements as provisions of



the Contract between that Service Provider and NHS England.

### 3.2 Timetable

3.2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst NHS England does not intend to depart from the timetable it reserves the right to do so at any stage.

Stage	Indicative Date/Time
Issue of the ITT Pack to Tenderers	29 October 2024
Deadline for suppliers asking Tender clarification questions	15 November 2024
Target date for final responses by NHS England to Tender clarification questions	20 November 2024
Deadline for receipt of Tenders	28 November 2024
Presentations from bidders	4 December
Proposed number of days for evaluation	14 days (29 Nov to 12 Dec)
Contract award assurance process	13 Dec 24 – 9 Jan 25
Anticipated contract award date/ issue award notification letters to bidders	9 Jan 25
Observe 10 day stand still period	10 - 20 Jan 25
Draw final contract documents together	9 – 16 Jan 25
Contract assurance process prior to issue	17 Jan 25
Issue final contract	21 Jan 25
Anticipated contract start date, taking account of any standstill and sign off by CFO	1 Feb 25

### **3.3 Clarifications relating to this Tender: Questions raised by Tenderers**

- 3.3.1 Please read the ITT Pack carefully. All clarification questions raised by Tenderers about the Requirements or the process of this procurement exercise or any other matter related to this procurement process must be made in accordance with this section.
- 3.3.2 NHS England will endeavour to answer all clarification questions raised by any Tenderer as quickly as practicable, but cannot guarantee a response time. What constitutes a sufficient answer to any clarification question shall be determined solely by NHS England in its absolute discretion.
- 3.3.3 Clarification questions must be submitted via the messaging service on NHS England's e-Tendering portal. Any clarification questions raised outside of NHS England's e-Tendering portal (whether in person, via Telephone, Fax, Email, or Post) will not be accepted and will not be responded to. Tenderers should note that any attempt to raise clarifications outside NHS England's e-Tendering portal may constitute canvassing for the purposes of paragraph 2.13 of Document 1 of this ITT Pack.
- 3.3.4 The deadline for the submission of clarification questions is specified in paragraph 3.2 of Document 1 of this ITT Pack (Timetable). NHS England is under no obligation whatsoever to answer any clarification question raised by a Tenderer after the deadline for submission of a clarification question but NHS England reserves the right to do so in its absolute discretion.
- 3.3.5 In order to ensure equality of treatment of Tenderers, NHS England intends to publish the clarification questions raised by Tenderers together with NHS England's answers (but not the source of the questions) to all participants on a regular basis via NHS England's e-Tendering portal (the "Clarification Log").
- 3.3.6 Tenderers should indicate if a clarification question is of a commercially sensitive nature – where disclosure of such clarification question and the answer would, or would be likely to, prejudice its commercial interests. However, if NHS England at its sole discretion considers the clarification question to not be of a commercially confidential nature or to be one which all Tenderers would benefit from seeing both the clarification question and NHS England's answer, NHS England will:
- invite the Tenderer submitting the clarification question to either consent to the clarification question along with NHS England's answer to be circulated to all Tenderers; or

- require the Tenderer, if it still considers the clarification question to be of a commercially confidential nature, to withdraw the clarification question.

3.3.7 NHS England reserves the right not to answer any clarification question or to not circulate any clarification question or to not circulate any answer to a clarification question where it considers that to do so would be likely to prejudice its commercial interests.

3.3.8 NHS England reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer's bid during the evaluation phase. Tenderers are required to respond to such requests promptly within the time period stipulated by NHS England when seeking such clarification. In the event that bidders fail to respond, or do not provide the clarification requested, NHS England reserves the right to assess the original bid response received.

3.3.9 NHS England reserves the right, where a clarification response is received from a bidder to never-the-less evaluate the original bid received without taking into account the clarification response received where it considers that it is reasonable to do so.

### **3.4 Preparation of Tender**

3.4.1 Information that is supplied by or on behalf of NHS England to Tenderers as part of the procurement exercise is supplied in good faith. Tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted by NHS England for any loss or damage of whatever kind or howsoever caused arising from the use by the Tenderers of such information.

3.4.2 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of any Tender, whether before or after the closing date and whether incurred directly by them or their advisers and regardless of whether such costs arise as a consequence directly or indirectly of any amendments made to the ITT Pack by NHS England at any time. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and at all other stages of the selection and evaluation process without limitation. Under no circumstances will NHS England, or any of their advisers, be liable for any costs or expenses incurred by Tenderers, or by Tenderers' sub-contractors, suppliers or advisers.

3.4.3 For the avoidance of doubt, NHS England shall have no liability whatsoever to Tenderers for the costs or expenses of Tendering or otherwise participating in

this procurement process.

### **3.5 Submission of Tenders**

#### Who may submit a Tender

- 3.5.1 Tenders shall only be accepted from a single legal entity per Tender submission. Where a Tenderer is submitting a tender as a consortium with other organisations then it may only do so either through a incorporated joint venture legal entity or as a lead contractor. Multi-party tender submissions under which more than one organisation seek to tender as a single bid and where more than one organisation would be proposed as the contract counterparties to NHS England are not permitted.
- 3.5.2 Where a Tenderer proposes to utilise sub-contractors to perform all or part of the Requirements in the event that it becomes a Service Provider then the Tender must as part of its Tender identify each Material Subcontractor and the scope of such Material Subcontractor(s)' intended performance of the Requirements.
- 3.5.3 Where a Tenderer proposes to utilise sub-contractors to perform all or part of the Requirements in the event that it becomes a Service Provider then irrespective of the requirement set out at paragraph 3.5.2 of this Document 1 of the ITT Pack Tenderers are advised to identify all subcontractors as under the Contract consent to each subcontract will be required from NHS England.

#### How a Tender must be submitted

- 3.5.4 Tenderers must complete their Tenders within the Atamis portal set out in the "Supplier Response Form". Failure to do so will render the response non-compliant and the Tender will be rejected.
- 3.5.5 In evaluating Tenders, NHS England will only consider information provided in the Supplier Response Form.

#### How to answer questions

- 3.5.6 Tenderers should not assume that NHS England has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.
- 3.5.7 **If there are any questions that do not apply to a Tenderer, please answer**

**with a N/A with an explanation where appropriate.**

- 3.5.8 Where any section of the ITT indicates a word/ page limit, any response will be evaluated only up to that word/ page limit and any additional information beyond that word limit will not be considered. Tenderers are required to state the number of words/ pages used in each of their responses to each question that has a word/ page limit. Such a statement should be included in the response to each such question, but will not count towards the word/ page limit for such question.
- 3.5.9 Words included within diagrams, tables or other graphic representations utilised in the written response to any question will count towards the word limit for the relevant question. This includes any other method of presentation which is not just text. The exception to this is where it is stated in 'Questionnaire 2 – Technical Questionnaire' that additional pages of diagrams are permitted in addition to the maximum length of the written response.
- 3.5.10 Where NHS England considers in relation to the response to any question within a Tender that a Tenderer has materially attempted to avoid express word/ page limits by deliberately avoiding the use of normal punctuation or by eliminating the use of spaces between words in the response to any question then NHS England reserves the right not to evaluate the entire response to the relevant question.
- 3.5.11 Tenderers must only insert, attach or provide attachments as part of their Tender where requested to do so, and only in response to the questions specified by NHS England. If Tenders attach a document where not requested NHS England will not evaluate that document.
- 3.5.12 Where the ITT Pack requires Tenders, or any part of a Tender, to be submitted in a particular format then the Tender or relevant part (as applicable) must be submitted in the format so specified. Where a Tenderer fails to utilise the format specified in the ITT Pack then NHS England will not evaluate any part of a Tender submitted in a format other than the format specified in the ITT Pack.
- 3.5.13 Tenders must not be qualified in any way. Any attempt by a Tenderer to qualify any of the provisions of the ITT Pack, including for the avoidance of doubt the Contract, may result in a Tender being disqualified by NHS England as non-compliant. A tender will be considered qualified where it includes any caveats or any other statements or assumptions that are in conflict with the Requirements and/ or the Contract and/ or the ITT Pack or which would, if applied, have the effect of altering the Requirements and/ or the Contract and/

or the ITT Pack.

#### Deadline for Tender Submission

3.5.14 NHS England may in its absolute discretion extend the Deadline for receipt of Tenders specified in the timetable. Any extension to the Deadline will apply to all Tenderers.

3.5.15 Tenders must be submitted via NHS England's e-Tendering portal no later than the Deadline. Tenders may be submitted at any time before the Deadline.

3.5.16 Tenders received before the Deadline will be retained unopened until after the Deadline.

3.5.17 NHS England does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with the instructions contained in this ITT Pack.

#### Currency for Financial submissions

3.5.18 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. Tender pricing must be provided exclusive of any applicable Value Added Tax.

#### What must be included in a Tender

3.5.19 NHS England requires the following documents to be submitted as a minimum for any Tender to be evaluated:

- Completed and signed Form of Tender – Document 3
- The Declarations – Document 4, Commercial/ Pricing schedule and other Appendices to Document 3, each completed.

3.5.20 Tenderers must ensure that their Tender includes all the information required by the ITT Pack and answers each question to which a response is required. A non-exhaustive check list of return requirements is set out in paragraph 3.8 of this Document 1 of this ITT Pack. Failure to include any information or document required by the checklist or otherwise required under this ITT Pack will either:

3.5.20.1 render the Tender non-compliant (where the information or answer



is indicated to be mandatory or a pass/fail question) in which case the Tender will be rejected; or

3.5.20.2 in all other cases questions will be evaluated without further seeking to obtain missing information from the Tenderer.

3.5.21 A failure to include all the information required by the ITT Pack includes without limitation any Tender that contains gaps, omissions, errors, uncompleted sections, or changes to the format of the tender documentation.

3.5.22 Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT Pack including, for example, any sales or marketing literature, standard terms of trading etc.

3.5.23 All Tenders are deemed to be submitted on the basis that each Tenderer consents to:

3.5.23.1 NHS England carrying out all necessary actions to verify the information provided in any such Tender; and

3.5.23.2 the analysis of your Tender being undertaken by one or more third parties commissioned by NHS England for such purposes.

3.5.24 If any part of a Tender contains manuscript amendments which have not been initialled by an authorised signatory of the Tenderer then such manuscript amendments shall be disregarded for the purposes of evaluation.

3.5.25 Tender responses must be successfully submitted by bidders via the Atamis portal and successfully received no later than the deadline specified in the ITT Pack. NHS England will not consider any tender response received after the stated deadline and failure of any Tenderer to meet the deadline will mean that such Tenderer will not be permitted to participate further in this procurement process.

3.5.26 NHS England shall have the right to disqualify you and your Tender from the procurement process at any stage if it becomes aware of any omission or misrepresentation in your response to any question.

3.5.27 NHS England shall have the right to disqualify you and your Tender from the procurement process at any stage in the event that there are material changes to any information/ position set out in any aspect of your response to the Supplier Information Questionnaire, Tender or other response made following

a request by NHS England. For the avoidance of doubt, NHS England may check that there has not been any material changes to the information provided or the positions outlined in any of your responses at any stage and, in the event of any such material change, NHS England reserves the right to disqualify you based on NHS England's assessment of the updated information/position.

3.5.28 NHS England may, at any stage in the procurement process, require you to provide evidence to verify statements made by you in any response to the Supplier Information Questionnaire, Tender or other response made following a request by NHS England and reserves the right to disqualify you where such evidence and verification cannot be provided or is not provided within the timescale specified by NHS England.

3.5.29 Tenderers are under an ongoing obligation to notify NHS England of any changes to the information submitted as part of this procurement process.

3.5.30 NHS England reserves the right to re-assess a Supplier Information Questionnaire, Tender or other response from a Tenderer based on any new information it receives or otherwise becomes aware of.

### **3.6 Amendments to Tender documents**

3.6.1 At any time prior to the Deadline for the receipt of Tenders, NHS England may amend the information provided to, or to be submitted by, Tenderers. In order to give Tenderers reasonable time in which to take the amendment into account in preparing their submissions, NHS England may, at its sole discretion, extend the Deadline for receipt of Tender submissions.

3.6.2 NHS England reserves the right to:

- Amend any part of the ITT Pack;
- vary, suspend or cancel the procurement process at any stage; and/ or
- require the Tenderer to clarify its Tender submission in writing and/ or provide additional information.

### **3.7 Tender validity**

3.7.1 Tenders shall remain valid for 90 days from the Deadline for Tender submission.

### **3.8 Tender Return Checklist**

3.8.1 Tenderers should ensure that they have included the following information/ documents within their Tender Submission:



- i. Document 3 – Form of Tender uploaded as an attachment
- ii. Document 4 – Declarations uploaded as an attachment
- iii. Responses to Questionnaire 1 – Supplier Information Questionnaire answered and/ or uploaded as an attachment within Atamis
- iv. Responses to Questionnaire 2 – Technical Questionnaire answered and/ or uploaded as an attachment within Atamis
- v. Response to Questionnaire 3 – Commercial Questionnaire uploaded as an attachment within Atamis

3.8.2 Tenderers should note that the above check list is non-exhaustive and NHS England does not warrant that it is comprehensive. It is each Tenderer's responsibility to ensure that their Tender Submission contains all information/ documents required by the ITT Pack.

3.8.3 Tenderers should note the potential consequences of failing to include any information/ documents required by the ITT Pack as set out above in the paragraphs following on from the heading "What must be included in a Tender", in section 3.5 "Submission of Tenders" of this Document 1 of the ITT Pack.

### **3.9 Additional Stages**

#### **Tenderers' Presentations**

All Tenderers who have submitted a compliant Tender Response shall be invited to participate in a presentation to NHS England via MS Teams on 4 December. NHS England request that all bidders hold time between 9am and 5pm on 4 December 2024. The date and time for the 30-minute slot will be confirmed via message on the Atamis portal by 5pm on 29 November 2024. Should a tenderer not be available for the presentation slot offered then NHS England Evaluation panel will award a mark based on the presentation submitted as part of the tender response. Alternative presentation slots will not be offered or considered if requested.

Attendees for the presentation must be part of the main service delivery, for example we would expect to see the survey project manager and/or day-to-day contact, and/or contract manager, with no more than 4 representatives attending in total. Please include names and job titles within the presentation document. The presentation document must be submitted with all other documentation by the deadline of 28 November.

The presentation should be 20 minutes in length with an additional 5 minutes (25 minutes in total) for any immediate clarifications in relation to the



presentation. No clarifications will be asked in person regarding any of the other technical questions, these will be submitted through the Atamis portal. Presentations will be recorded by NHS England.

The presentation relates to Q6 Stage Two of the document 'Questionnaire 2- Technical Questionnaire. The presentation will be evaluated on content only. The evaluation of the presentation will be applied only to Q6 and will not be taken into consideration for the scoring of any of the other technical questions.- A maximum of 4 attendees will be invited to the presentation and the Tenderer's nominated contract manager must be in attendance.

The names and positions of those attending from NHS England will be notified to all Tenderers in advance of the presentation but will include a representative from NHS England's Commercial Team and members from the Nursing Directorate.

## 4 Tender Evaluation

### 4.1 Introduction

4.1.1 Tenders will be evaluated according to the methodology set out below to ensure that Tenders are evaluated fairly and to establish the most economically advantageous Tender.

### 4.2 Evaluation of Tenders

4.2.1 The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to NHS England, having regard to the criteria set out below.

Criterion	% weighting
<b>Commercial Questionnaire</b>	<b>30%</b>
<b>Technical Questionnaire consisting of:</b>	<b>60%</b>
Data Collection	12.5%

Data processing and reporting outputs	12.5%
Project management	5%
Personnel	10%
Redevelopment	10%
Meeting the strategic objectives	10%
<b>Social Value consisting of:</b>	<b>10%</b>
Climate Change	5%
Equality and Diversity	5%

The following marking methodology will be used to evaluate each scored question on the Questionnaire:

#### 4.3 Marking Methodology

Score	Interpretation
<b>10</b> <b>Excellent</b>	<p>The Tenderer's response meets all the requirements of the relevant evaluation question and has provided all relevant evidence requested, in the level of detail requested.</p> <p>The Tenderer's response includes Material Added Value of relevance to the Requirements together with evidence supporting the Tenderer's proposals that provides adequate assurance of the Tenderer's ability to deliver the proposed Material Added Value.</p> <p>Material Added Value is a clear, specific and unequivocal commitment by a Tenderer to deliver additional services, meet additional quality standards, or provide other additional benefits for NHS England without further cost to NHS England and without amending or reducing the existing requirements of the Requirements and the Contract, which offer a substantive commitment by the Tenderer over and above the express requirements of the Requirements and Contract, and which are capable of being incorporated as express contractual requirements if the Tenderer is successful in being awarded a Contract.</p>

Score	Interpretation
<p style="text-align: center;"><b>7</b></p> <p style="text-align: center;"><b>Good</b></p>	<p>The Tenderer's response meets all the requirements of the relevant evaluation question and has provided all areas of relevant evidence requested, in the level of detail requested.</p>
<p style="text-align: center;"><b>5</b></p> <p style="text-align: center;"><b>Satisfactory</b></p>	<p>The Tenderer's response meets all aspects of the requirements of the relevant evaluation question, but has not provided all of the relevant evidence requested or the relevant evidence has not been provided in the level of detail required.</p>
<p style="text-align: center;"><b>3</b></p> <p style="text-align: center;"><b>Poor</b></p>	<p>The Tenderer's response meets some but not all the requirements of the relevant evaluation question.</p>
<p style="text-align: center;"><b>0</b></p> <p style="text-align: center;"><b>Unacceptable</b></p>	<p>No response and/or minimal information provided and/or the Tenderer's response fails to meet all the requirements of the relevant question.</p>

4.3.1 Tenderers should note that some evaluation questions may contain multiple parts and it is the Tenderer's responsibility to ensure that all elements and requirements of each question are addressed appropriately. Unless stated otherwise all parts of a question are weighted equally and therefore Tenderers should ensure that all points are given appropriate attention and are included as part of their response accordingly.

#### 4.4 Moderation

4.4.1 Once individual evaluators for each evaluation question have completed their evaluation and assessment of their provisional scores, applying the marking methodology above, a moderation meeting shall be held to achieve a consensus between all of the evaluators for each question of the final score (mark) to be awarded to each Tenderer for each relevant evaluation question.

4.4.2 A separate moderation meeting shall be held for each evaluation question attended by the evaluators relevant to that question, together with such additional supporting administrative or professional advisors as NHS England and/or the evaluators shall consider appropriate.

4.4.3 Moderation meetings may be held physically or virtually and may take place over more than one day and in more than one part (including but not limited to before and after seeking further clarification from a Tenderer or Tenderers).



4.4.4 The final score determined by the final such moderation meeting held in respect of each evaluation question shall be the evaluated score for that question.

**4.5 Minimum Scores required for Evaluation Criteria**

4.5.1 Where stated in Questionnaire 2 – Technical Questionnaire - Stage One Questions: Information Governance questions (questions 1, 2, 3, 4 and 5) are pass/fail with the requirement to pass outlined in Questionnaire 2. Relevant Experience shall have a minimum mark of 5 that must be achieved. NHS England shall reject any Tender which does not meet or exceed the minimum mark required for questions 6, 7 and 8 with a minimum mark.

**4.6 Evaluation of Commercial Questionnaire**

Tender prices will be scored:

On a comparative basis with the lowest Tender receiving 100% of the available marks (30% following weighting). All other Tenders will be compared against that lowest Tender by applying the calculation lowest price tendered divided by the relevant Tenderer’s price.

Commercial Questionnaire Score = Lowest price

$$\frac{\text{-----}}{\text{Tenderer price}} \times \text{weighting}$$

**4.7 Application of Weightings**

The raw scores for the Technical Questionnaire and for the Commercial Questionnaire will be weighted as set out at paragraph 4.2 above of this Document 1 of the ITT Pack.

**4.8 Total Score**

Total Score = Quality Weighted Score + Financial Weighted Score. The total score is out of a maximum total of 100.

**5 Contract Award**

**5.1 Selection of a Preferred Service Provider**

5.1.1 Following the completion of the evaluation stages set out in section 4 of this



Document 1 of the ITT Pack and subject to meeting the requirements at each stage, a single consolidated score will be calculated for each Tenderer. The Preferred Service Provider(s) will be the Tenderer(s) with the highest consolidated score.

- 5.1.2 In the event of a draw the Preferred Service Provider will be the Tenderer with the highest total weighted score for the Technical Questionnaire.

## **5.2 Preferred Service Provider approval**

- 5.2.1 NHS England reserves the right to appoint the next highest scoring Tenderer as the Preferred Service Provider where they are unable to award a contract to the Preferred Service Provider(s) or where the Contract with the Preferred Service Provider(s) is revoked, terminated or rescinded.

- 5.2.2 NHS England may choose to nominate a “Reserve Preferred Service Provider”, as well as a Preferred Service Provider; the Reserve Service Provider would be the next highest scoring, compliant Tender.

- 5.2.3 NHS England reserves the right to award a Contract to any other Tenderer whose Tender meets the required evaluation standards in the event that the Contract cannot be entered into with the Preferred Service Provider or any Reserve Service Provider. NHS England shall do so in order of the evaluated total weighted score, by seeking to award the Contract to the highest scoring Tenderer first.

## **5.3 Contract Signature**

- 5.3.1 Following notification of the tender outcome in accordance with the ITT Pack the Preferred Service Provider will work together with NHS England to finalise the terms of the Contract, in preparation for signature of the Contract. NHS England reserves the right to amend the Contract as issued in the ITT Pack to incorporate information as provided by the Preferred Service Provider (or any other Tenderer in the event that the Contract is to be entered into with an alternative Tenderer as set out above) in their Tender Submission.

- 5.3.2 Following all necessary approvals within the Commissioner and following the completion of a standstill period (if applicable as set out at paragraph 2.18 above of this Document 1 of the ITT Pack) NHS England may enter a Contract with the Preferred Service Provider or if applicable the Reserve Service Provider.



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