**INVITATION TO TENDER (“ITT”)**

**INSTRUCTIONS AND DETAILS OF CONTRACT**

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| --- | --- |
| **CONTRACT TITLE** | **Critical Care Transfer Services Call Handling** |
| **CONTRACT REFERENCE** | **BWPCID000001-8** |
| **FTS REFERENCE NUMBER** | BWPCIT001692-1 |
| **TENDER RETURN DEADLINE** | **Monday 24th June 14:00** |

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# SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT

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| --- | --- |
| **ITEM** | **CONTRACT DETAILS** |
| Electronic Tendering Portal Reference | Tendering portal reference SAP (the “**Portal**”) |
| FTS Reference Number | BWPCIT001692-1 |
| Contract Description: | Further details of the Authority’s requirements under the Contract and other relevant information are detailed in the Specification at ITT Schedule 1 (Specification) and the Draft Contract at ITT Schedule 7 (Draft Contract) |
| Contracting Authority: | University Hospitals Bristol and Weston NHS Foundation Trust  (the “**Authority**”) |
| Public Contract Type: | Services |
| Procurement Approach: | Open Procedure |
| Insurance Requirements: | The successful Tenderer will need to provide the following insurance cover per 12-month period:   1. Public Liability   Cover for no less than £10,000,000.   1. Employers (Compulsory) Liability   Cover for no less than £5,000,000.   1. Professional Indemnity   Cover for no less than £2,000,000.   1. Product Liability   Cover for no less than £2,000,000.  All risk insurance must be included as standard in the Price Response. |
| Period of Contract: | 3+1 |
| Procuring Officer: | Any queries must be addressed to the Procuring Officer via the Portal. All queries must be submitted by the Tenderer clarification deadline in the Timetable. Failure to submit queries in good time, may result in responses not being made. |
| Tender Submission instructions: | Tenders and all associated documentation must be submitted via the Portal by the date and time detailed below.  Tenders **MUST NOT** be returned by any other means. |
| Tender Return Deadline (latest date for return of the Tender): | **Monday 24th June 14:00** |

# IMPORTANT NOTICE

## The Authority has issued this ITT to Tenderers to allow them and their professional advisers to prepare a Tender for this Contract and for no other purpose.

## The terms of this ITT and all conditions of tendering included within it shall apply to this Procurement Process.

# GLOSSARY

## In this ITT and all subsequent procurement documents, defined terms shall have the following meanings (unless explicitly amended in subsequent procurement documents):

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| Authority | has the meaning in the table at paragraph 1 above |
| Consortium | an arrangement between two or more economic operators to cooperate in bidding and to rely on each other’s financial and/or technical experience to submit a Tender and whether-or-not the ultimate intended contractual structure is a corporate JV or a prime/material sub-contractor model |
| Consortium Member | an economic operator who is bidding as part of a Consortium |
| Contract | the legally binding contractual documentation to be entered into between the Authority and the successful Tenderer |
| Draft Contract | the draft contract at ITT Schedule 7 (Draft Contract) that will form the basis of the Contract |
| EIR | the Environmental Information Regulations 2004, as amended for time to time |
| Evaluation Criteria | means the criteria for evaluating the most economically advantageous tender in accordance with the Regulations and as set out in more detail below in this ITT and in ITT Schedule 4 (Tender Response Document) |
| FOIA | the Freedom of Information Act 2000, as amended from time to time |
| FTS Contract Notice | means the notice commencing this Procurement Process and with the reference number 79125. |
| Material Sub-Contractor | means a sub-contractor that the Tenderer is relying on in order to meet the Authority’s Selection Criteria and/or a sub-contractor that the Tenderer proposes will deliver the whole or a substantial or critical part of the Services |
| Open Procedure | the open procedure as set out in Regulation 27 of the Regulations |
| Price Response | means a Tenderer’s response to ITT Schedule 5 (Pricing Schedule) |
| Procurement Process | means this procurement process commenced under the FTS Contract Notice and as described in these ITT Instructions |
| Quality Response | means a Tenderer’s response to ITT Schedule 4 (Tender Response Document) |
| Regulations | the Public Contracts Regulations 2015, as amended from time to time (SI 2015/102) |
| Scoring Methodology | means the methodology the Authority will use to evaluate Tenders as detailed in paragraph 22 and ITT Schedule 4 (Tender Response Document) |
| Selection Criteria | means the criteria set out in the Section Questionnaire that the Authority will use to assess the suitability of a Tenderer (including Consortium members and sub-contractors) to deliver the Contract |
| Selection Questionnaire | means the document at ITT Appendix 1 (Section Questionnaire) containing the Selection Criteria |
| Services | means the provision of an Ambulance Service and described in detail in Schedule 1 (Specification) |
| Specification | means the document at ITT Schedule 1 (Specification) |
| Tender | means either a tender response to this ITT (or any other submission which may be requested by the Authority) as |
| Tenderer | a supplier who submits a Tender |
| Tender Deadline | means the submission deadline for the relevant Tender |
| Tender Response Document | means the document at ITT Schedule 4 (Tender Response Document) which sets out the Evaluation Criteria and weightings and questions required to be answered by each Tenderer in order that the Authority may evaluate the Tenderer’s proposed solutions in accordance with the Evaluation Criteria |
| Timetable | the indicative timetable set out in paragraph 6.1 of this document |

# CONFIDENTIALITY AND PUBLICITY AND OTHER CONDITIONS

## This ITT is made available on the condition that its contents (including the fact that the Tenderer has received this ITT) are kept confidential by the Tenderer and are not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender. If Tenderers are unable or unwilling to keep to this rule, they:

* should destroy this ITT and all associated documents at once; and
* should not keep any electronic or paper copies.

## Tenderers should be aware that, in compliance with its transparency obligations, the Authority routinely publishes details of its awarded contracts, including the contract values and the identities of its suppliers on its website without consulting the supplier of that information.

## Tenderers must not take part in any publicity activities with any part of the media about the Contract or this Procurement Process without obtaining the express prior written agreement of the Authority. When requesting prior written agreement, Tenderers should detail the proposed media coverage including format and content of any publicity.

## This ITT is made available in good faith. While the information contained in this ITT is believed to be correct at the time of issue, the Authority, its advisors, or any other awarding authorities will not accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.

## Neither the issue of this ITT nor any of the information presented in it should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual agreement.

## The Authority reserves the right to cancel the Procurement Process at any point and/or to choose not to award a Contract as a result of the current Procurement Process. The Authority makes no guarantee of any volumes of work placed under the Contract. The Authority is not liable for any costs or expenditure resulting from any cancellation or amendment of this Tender process or for any other costs which Tenderers may incur by tendering for this Contract.

## Tenderers will be deemed to fully understand the process that the Authority must follow under relevant legislation, particularly the Regulations.

## The Authority reserves the right at any time:

### to issue amendments or modifications to the documentation it has issued at any time during this Procurement Process. Tenderers must consider such information in their proposals and the Authority will assume that all changes or additional information transmitted to Tenderers have been included in their Tenders, including their price, unless otherwise specified.

### to require a Tenderer to clarify their proposal(s) in writing and/or provide additional information (failure to respond adequately may result in a Tenderer not being successful).

### to alter the Timetable; and/or

### to amend the tender process as described.

# IMPORTANT INFORMATION FOR TENDERERS

## The Authority is conducting this procurement using the Open Procedure in accordance with the requirements of Regulation 27 of the Regulations. Tenderers should familiarise themselves with this Regulation. The stages of this Procurement Process are described further in paragraph 18 below.

## This ITT contains further information about the Procurement Process and the Services required. Each Tenderer’s Tender should be detailed enough to allow the Authority to evaluate in accordance with the Evaluation Criteria.

## The Authority is using the Portal to conduct the Procurement Process. All communications (including submission of Tenders) must be via the Portal.

# indicative TIMETABLE

## The key dates for this procurement are currently **anticipated** to be as follows:

|  |  |
| --- | --- |
| **Project Task** | **Deadline** |
| Tender publication | Friday 24th May |
| Clarification question deadline | Friday 7th June 14:00 |
| Tender deadline | Monday 24th June 14:00 |
| Issue outcome letters/standstill period starts (10 days) | W/C Monday 15th July |
| Contract Award | By the end of July |
| Contract commencement | First week of August |

## The Authority reserves the right to change the Timetable set out above at its sole discretion. Any changes to the Timetable shall be notified to all Tenderers as soon as practicable.

# TENDERERS’ QUERIES DURING THE PROCUREMENT PROCESS

## Tenderers are urged to review the ITT documentation immediately upon receipt and identify and submit any clarification request as soon as possible and, in any event, no later than the Tender clarification deadline (set out in paragraph 6.1 above).

## Any questions/clarifications relating to this ITT or subsequently throughout the Procurement Process must be submitted via the Portal and must be addressed to the Procuring Officer.

## The Authority will respond to all reasonable questions/clarifications as soon as possible via the Portal. If a Tenderer wishes the Authority to treat a question/clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the question/clarification. If the Authority determines at its sole discretion that the question / clarification is not confidential, the Authority will inform the Tenderer and it will have an opportunity to withdraw it. If the query is not withdrawn, the response will be issued to all Tenderers.

## Tenderers are advised not to rely on communications issued via any method other than the Portal.

## The Authority reserves the right to issue extra documentation prior to Tender Deadline (detailed at paragraph 6.1 above) to clarify any issue or amend any aspect of the ITT. Any extra documentation that the Authority may issue will form part of the ITT. Also, it will add to and/or supersede any part of the ITT to the extent indicated.

## Tenderers must obtain at their own expense all information required for the preparation of their Tender.

## The Contract requires the successful Tenderer to adhere to the Authority’s policies as detailed in the Draft Contract (ITT Schedule 7). Tenderers are advised to satisfy themselves that they understand all of the Authority’s policies relevant to the Contract before submitting their Tender.

## The Tender submission must be received in line with the relevant instructions no later than the time and date indicated. The Authority reserves the right not to accept any Tender received after the relevant Tender Deadline and to only accept such a Tender in circumstances where the reason for the delay was completely outside of the control of the Tenderer and it would be fair and proportionate to do so in all the circumstances. For the avoidance of doubt, to be considered as having been submitted prior to the Tender Deadline, the Tender must be fully uploaded and received by the Authority in full. It is the Tenderer’s responsibility to ensure the bid is fully uploaded in sufficient time prior to the relevant Tender Deadline.

# TENDER SUBMISSION REQUIREMENTS

## Tenders must be written in the English Language.

## Tenderers must respond in line with instructions set out in this ITT.

## When evaluating Tenders, the Authority will only consider the information in the Tender Response. Tenderers should not assume that the Authority has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.

## Only one Tender submission is allowed from each Tenderer. If a Tenderer submits more than one Tender; the Authority will evaluate the one with the latest time of submission and disregard the other(s). For the avoidance of doubt the Authority will not accept multiple competing Tenders from a single organisation e.g., as an independent bid and / or part of a (multiple) Consortium bid(s).

## Where possible, Tenderers should utilise file compression software when submitting their Tender.

## Where documents are embedded within other documents, Tenderers must upload separate copies of the embedded documents.

## Tenderers must comply with the following document response restrictions:

### the word limits as specified must be adhered to.

### the pages of any documents with a page limit must be numbered.

### text must be presented in “Arial” font and be no smaller than 11 points, single-spaced. Text no smaller than 10-point can be used for drawings, diagrams and flow charts. This does not include headings, headers and footers, templates, tables, pull out boxes or spreadsheets. Tenderers should provide a word count for each question response.

## Tenderers should not exceed the word limits. Where any section of the ITT indicates a word page limit, any response will be reviewed to that word limit and any additional information beyond that word limit will not be considered.

## Attachmentsshould be kept to a minimum. Where information does need to be included as a separate attachment, Tenderers should be explicit in their question responses as to whether the information contained within the attachment is supporting information only, and therefore not to be evaluated, or whether it should be considered as part of the question response and therefore be evaluated.

## The Tender (including price) should remain valid, open and capable of the Authority’s acceptance for a minimum period of one hundred and eighty (180) days from the Tender Deadline (see paragraph 6.1 above).

## The Tender must not be qualified in any way. The Tender must be clear, concise and complete but adequately detailed to answer the question. The Authority will evaluate Tenders in accordance with the Evaluation Criteria (see paragraphs 21 and 22) and reserves the right to exclude any Tender from the Procurement Process if it contains any ambiguities, caveats or lacks clarity. Tenderers should submit only such information as is necessary to respond effectively to this ITT. Tenderers will be evaluated on the basis of information submitted by the Tender Deadline.

## Variant Tenders will not be accepted and may be excluded from the Procurement Process as non-compliant. A Variant Tender is a Tender based upon assumptions or conditions which are inconsistent with the Specification, mandatory elements of the Draft Contract or any other conditions indicated by the Authority to all Tenderers as being mandatory (whether in negotiations or otherwise).

## Any signatures must be made by a person who is authorised to commit the Tenderer to the Contract. For the avoidance of doubt, an electronic signature is acceptable for the ITT, and at Contract stage.

## If Tenderers believe that they are unable to submit a Tender via the electronic system, or if Tenderers need help or further information to be able to use the e-tendering process, they must contact the Portal Host, at [uksupport@eu-supply.com](mailto:uksupport@eu-supply.com) This is to allow for any technical queries to be investigated and resolved. Tenderers are to note that it is their responsibility to upload Tender submissions by the Tender Deadline and to allow sufficient time for any technical queries to be resolved.

## A Tender return check list is provided as part of ITT Schedule 2 (Form of Tender).

# SUBCONTRACTING AND CONSORTIUM BID REQUIREMENTS

**Consortium Tenderers**

## The Authority requires all Tenderers to identify whether they are tendering as part of a Consortium.

## Consortium members may be Material Sub-Contractors but not all Material Sub-Contractors are automatically members of a bid Consortium. The key difference is whether the Tenderer could continue to meet the minimum financial and technical requirements as set out in the Selection Questionnaire should that party leave the bidding Consortium.

## If you are bidding as part of a Consortium, you will be asked to identify in the Selection Questionnaire (ITT Appendix 1) the members of the Consortium and the identity of the lead member. Part One and Part Two of the Selection Questionnaire must be answered by each member of the Consortium.

## If your organisation is a Consortium, then only the lead member needs to answer the Tender Response Document (Schedule 4) and Pricing Schedule (Schedule 5) but should do so on behalf of the entire Consortium.

## All Consortium Members must complete and submit the Certificate of Non-Collusion and Non-Canvassing (Schedule 3).

## Your Tender should identify the final anticipated legal structure between Consortium Members should your Tender be successful i.e., whether the Consortium would structure itself into a prime/material sub-contractor model if successful or another form of partnership or JV. The Authority will assume the entity which is the lead member to be the party to any Contract which the Authority enters into in connection with the Contract unless notified otherwise (and subject to the security offered). If a Tenderer is not a single legal entity but is a Consortium, all members of it will be required to enter into the Contract and will be jointly and severally liable under the Contract, or alternatively the Authority may require the Consortium to form a new separate legal entity to the extent that such change is necessary for the satisfactory performance of the Contract in accordance with Regulation 19(6) of the Regulations.

## During the Procurement Process any changes to the composition of the Consortium must be notified to the Authority immediately. If a member leaves and is not intended to be replaced, the Authority will consider whether the remaining entity would alone meet the minimum Selection Criteria. If a new Consortium member joins the Consortium, the new Consortium member will be required to complete the Selection Questionnaire, which will be assessed in accordance with the [Selection Criteria set out in that document. Should the Authority consider that the remaining/new entity would fail the Selection Criteria it reserves the right to exclude the Tenderer from the Procurement Process. Alternatively, the Authority may require a change in the relevant Consortium as a condition of a Tenderer continuing in the Procurement Process.

**Material Sub-Contractors**

## In addition to above, a Tenderer may be intending to use Material Sub-Contractors (not Consortium members if not relied upon to pass the Selection Questionnaire). These should also be detailed within Tenders and any changes to the Material Sub-Contractor arrangements should also be notified to the Authority during the Procurement Process.

## Material Sub-Contractors must complete and submit the Certificate of Non-Collusion and Non-Canvassing (ITT Schedule 3).

# PARENT COMPANY GUARANTEE OR ALTERNATIVE SECURITY

## Where a Tenderer has relied upon another entity/Consortium member to pass the minimum financial standing requirement set out in the Selection Questionnaire, then that entity shall be required to enter into a form of guarantee for the benefit of the Authority should the Tenderer be successful in this Procurement Process Material acceptance of the Authority’s form of guarantee shall be a mandatory criteria of Tendering and failure to provide a guarantee may result in exclusion from the Procurement Process.

## Notwithstanding the above, the Authority may specify minimum contractual security requirements as appropriate to each Tenderer having regard to the financial assessment undertaken at [Selection Questionnaire/Suitability Assessment] stage and the contents of each Tenderer’s Tender. Where the Authority specifies any such security requirements as a condition of progression to this stage or the next, acceptance of such terms shall be considered a mandatory condition of tendering and failure to accept the same may result in exclusion from the Procurement Process.

# TENDER CONDUCT AND CONFLICTS OF INTEREST

## Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

### devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, Consortium Member or provider of finance.

### enter into any agreement or arrangement with any other person as to the form or content of any other Tender or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.

### enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

### canvass any employees, members or agents of the Authority in relation to this procurement; or

### attempt to obtain information from any of the employees, members or agents of the Authority or their advisors concerning another Tenderer or Tender.

## The Tenderer must make the Authority aware at the earliest possible opportunity where a conflict of interest or potential conflict of interest exists between the Tenderer (in this context this includes any Consortium Member, subcontractor and/or advisors of the foregoing) and the Authority and/or its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

# Abnormally Low TENDERs

## Under Regulation 69 of the Regulations, if a Tenderer returns what appears to the Authority to be an abnormally low Tender, the Authority shall request an explanation in writing from the Tenderer of those parts which it considers contribute to the Tender being abnormally low.

## The Authority will take account of the evidence provided in the response to a request in writing and will subsequently verify the Tender or parts of the Tender being abnormally low with the Tenderer. Only at the end of this clarification period taking into account the individual facts, will the Authority decide whether the Tender should be rejected or not. The Authority reserves the right to reject the Tender when the evidence supplied does not satisfactorily explain the low level of price or costs in accordance with Regulation 69.

# CONTRACT TERMS

## The Draft Contract is provided in ITT Schedule 7. By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and, if the Tender is successful, to enter into the Contract **without further negotiation or amendment**.

## Any amendments to the Draft Contract or any alternative terms and conditions submitted by the Tenderer shall not be acceptable or considered by the Authority.

# FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

## The Authority is subject to the Freedom of Information Act 2000 (“**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”).

## As part of the Authority’s duties under the FOIA or the EIR, the Authority may need to disclose information about the Procurement Process or the Contract to anyone who makes a reasonable request.

## If Tenderers, consider that any of the information given in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then Tenderers should clearly mark this as ‘Not for disclosure to third parties’. Tenderers should also give valid reasons in support of the information being exempt from disclosure under the FOIA and / or the EIR. This information should be provided in ITT Schedule 6 (Commercially Sensitive Information).

## The Authority will aim to consult with Tenderers and consider comments and any objections before the Authority releases any information to a third party under the FOIA and/or the EIR. However, irrespective of whether a Tenderer has marked information as ‘Not for disclosure to third parties’ and / or completed ITT Schedule 6, the Authority shall determine in its absolute discretion whether any information is:

* exempt from the FOIA or the EIR; or
* to be disclosed in response to a request of information.

## The Authority must make its decision on disclosure in line with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under either.

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

### has not been clearly marked as ‘not for disclosure to third parties’ with supporting reasons (referring to the relevant category of exemption under the FOIA or the EIR where possible).

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

### where it is in the public interest to disclose this and there is no legal duty to withhold it.

# Data Protection Statement

## The Authority will collect, hold and use personal data obtained from and about the Tenderer and its staff during the course of the procurement ("**Personal Data**"). This makes the Authority a "data controller".

## The Personal Data provided by the Tenderer to the Authority may include names of individuals and job titles and the information requested in the ITT. Where the Tenderer provides information to the Authority, it warrants, on a continuing basis, that it has:

### informed the relevant individuals about the contents of this Data Protection Statement.

### all requisite authority and has obtained and will maintain all necessary consents required under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019, the Data Protection Act 2018, and all applicable law about the processing of personal data and privacy, including any codes of conduct and guidance issued by the Information Commissioner's Office) (the **“Data Protection Legislation**"); and

### otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the Authority, the Personal Data, and allow the Authority to carry out the procurement. The Tenderer shall immediately notify the Authority if the legal basis on which the Personal Data is shared is revoked or changes in a way which would impact on the Authority’s rights or obligations in relation to such Personal Data.

## The Authority collects personal data from a number of different sources, including:

### directly from the Tenderer.

### the Portal.

### financial credit agencies; and

### search engines on the internet.

## The Authority may use the Personal Data for a number of different purposes. Generally, the Authority will rely on the following legal grounds, as appropriate:

### the purposes of administering the procurement process as contemplated by this ITT issued by the Authority and for contract management of the Contract subsequently awarded. The processing is necessary for the purpose of entering into or performing the Contract with the successful Tenderer.

### in accordance with a legal or regulatory obligation to use the Personal Data.

### for establishing, exercising or defending its legal rights, such as when it is faced with legal proceedings or wants to bring legal proceedings itself. The Authority will rely on this ground where it is necessary to resolve any complaint made against the Authority or in compliance with its legal or regulatory obligations.

### where there is an appropriate business need to use the Personal Data, such as maintaining business records, training and quality assurance.

### for reasons of substantial public interest.

### where consent has been provided for use of the Personal Data. The Authority will rely on this ground where holding, reviewing and evaluating the information provided by the Tenderers as part of the Procurement Process, corresponding with the Tenderers and disclosing the results of the Procurement Process, as well as for the purpose of entering into the Contract which may be awarded under this Procurement Process.

## From time to time, the Authority may share the Personal Data with third parties, such as auditors, legal advisers and financial advisers. It will keep the Personal Data confidential and only share it with these third parties for the purposes explained in paragraph 15.4 above.

## The Authority will only keep the Personal Data for as long as reasonably necessary to fulfil the relevant purposes set out at paragraph 15.4. The Authority is also required to keep certain information in order to comply with its legal and regulatory obligations. The exact time period will depend on the individual's relationship with the Authority and the type of personal information that is held. For example, if the Tenderer is awarded the Contract, then the Authority will keep the Personal Data for longer than if the Tenderer is unsuccessful and for a period of at least 3 years from the date of the award of the Contract. If further information is required regarding the periods for which the Personal Data will be stored, please contact the Authority.

## The Authority uses a range of organisational and technical security measures to protect personal data, including firewalls and access controls, which it reviews periodically. It also ensures that its employees receive appropriate data security training.

## Under data protection law, individuals have certain rights in relation to the personal information that is held about them. There will not usually be a charge for dealing with these requests. Where the Authority holds information relating to an individual, the individual in question may exercise their rights any time by contacting the Authority directly.

## In some cases, the Authority may not be able to comply with a request (for example, where there is a conflict with its own obligations, or to comply with other legal or regulatory requirements). However, it will always respond to any request made by an individual, and if it cannot comply with the request, will explain why.

## In some circumstances exercising some of the rights (including the right to erasure, the right to restriction of processing and the right to withdraw consent) will mean the Procurement Process may be affected or the Tenderer will not be able to continue participating. Special attention is drawn to the consequences of a request for deletion, as this may lead to an alteration of the terms of the Procurement Process and lead to exclusion.

## The rights referred to in paragraph 15.10 include:

### the right to access personal information – an individual is entitled to a copy of the personal information the Authority holds about them and certain details of the information is used. The information will usually be provided in writing, unless otherwise requested, or if the request has been made by electronic means, the information will be provided by electronic means where possible.

### the right to rectification –the Authority takes reasonable steps to ensure that the information it holds is accurate and complete. Where an individual does not believe that is the case, they can ask the Authority to update or amend it.

### the right to erasure - in certain circumstances, an individual can ask the Authority to erase their personal information, for example where the personal information collected is no longer necessary for the original purpose or where they withdraw their consent. However, this will need to be balanced against other factors. For example, the Authority may have legal and regulatory obligations which means it cannot comply with the request.

### the right to restriction of processing - in certain circumstances, individuals are entitled to ask the Authority to stop using their personal information, for example where they think that the personal information held may be inaccurate or where they think that the Authority no longer needs to use the personal information.

### the right to data portability - in certain circumstances, individuals have the right to ask that the Authority transfers personal information that they have provided to the Authority to another third party of their choice.

### rights relating to automated decision making- sometimes the Authority may make decisions using automated means. The Authority will not make automated decisions using sensitive personal information without first asking for the individual's consent. If an individual has been subject to an automated decision and does not agree with the outcome, they can contact the Authority and ask it to review the decision. It is unlikely that any information held by the Authority for the purposes of this Procurement Process will be subject to automated decision making.

### the right to withdraw consent - for certain uses of personal information, the Authority will ask for an individual's consent. Where the Authority does this, the individual has the right to withdraw their consent to further use of their personal information. Please note that for some purposes, the Authority may need an individual's consent in order to continue with the Procurement Process. Withdrawal of consent may affect the Procurement Process and may mean that the Tenderer will not be able to continue participating. The Authority will advise the individual of this at the point they seek to withdraw consent; and

### the right to lodge a complaint with the Authority– an individual has a right to complain to the Authority if it believes that any use of their personal information is in breach of applicable data protection laws and regulations. Making a complaint will not affect any other legal rights or remedies that the individuals have.

# EQUALITY AND DIVERSITY

## The Authority is committed to providing its services in a way that promotes equality of opportunity at every possibility. The Authority expects the successful Tenderer to be equally committed to equality and diversity in its employment practices and service provision. The Authority will ensure compliance with all anti-discrimination legislation via contract management to monitor arrangements.

**Expectation of the Tenderer**

## Tenderers should note that the Draft Contract (ITT Schedule 7) requires the successful Tenderer to adhere to equality and diversity obligations. The Authority will, if appropriate, monitor compliance throughout the Contract period.

**Compliance with Equality Legislation**

## The Authority requires the Tenderer to demonstrate that they comply with equality in employment legislation. The levels of compliance become more demanding depending on the number of employees employed by the organisation. The Authority may work with the successful Tenderer during the Contract period, to ensure ongoing compliance with equality in employment legislation.

## The rules on equality can be found at:

<https://www.equalityhumanrights.com/en/advice-and-guidance/guidance-employers>.

The Authority’s policy is available on its website.

# authority CLARIFICATIONS

The Authority reserves the right (but is not obliged) to request information at any time throughout the Procurement Process. The Authority also reserves the right (but is not obliged) to seek clarification of any aspect of a Tenderer’s Tender. Any failure or refusal by the Authority to seek such clarification shall not be deemed to imply the Authority’s satisfaction with the Tender on that issue. The Authority may decide to hold clarification meetings to assist the tendering process. The Authority will notify Tenderers of this in due course. Tenderers are requested to respond to such requests promptly in accordance with the timeline identified by the Authority. Vague or ambiguous answers are likely to score poorly or render the Tender non-compliant.

# summary of procurement process

## Under the Open Procedure, Tenderers are required to provide a Tender in two key parts:

### A response to the Selection Questionnaire set out in ITT Appendix 1. The Selection Questionnaire seeks responses to enable the Authority to assess whether a Tenderer is capable of delivering the Specification with regard to minimum requirements relating to financial standing and technical ability (the Selection Criteria). These Selection Criteria are assessed on a pass/fail basis, as set out below in paragraph 19. Only those Tenderers who pass this first stage will progress to having the second part of their Tender evaluated; and

### The second part of the Tender is the solution response and itself comprises a completed Tender Response Document and completed Price Response. These elements shall be evaluated using the Evaluation Criteria and the Scoring Methodology.

## Tenderers are also required to complete and return other mandatory documents as listed in ITT Schedule 2 (Form of Tender). Failure to do so may result in exclusion for non-compliance.

# stage one: Selection Questionnaire

## Tenderers are required to complete the Selection Questionnaire.

## The Authority reserves the right to request information at any time throughout the Procurement Process. The Authority may elect to obtain evidence that a Tenderer can meet the specified requirements.

## Failure in respect of any of the Pass/Fail sections detailed below will result in a Tender being non-compliant and the Tenderer will be excluded from the procurement.

## The Selection Questionnaire will be assessed as follows:

| **Section** | **Assessment** |
| --- | --- |
| **PART 1 - POTENTIAL SUPPLIER INFORMATION** | |
| **Section 1**  Potential Supplier Information  Bidding Model  Contact Details and Declaration | This section is required to ensure the Authority has the correct details of all organisations. The Tenderer must complete and sign this section. A Tenderer may be excluded on the grounds of insufficient or false information. |
| **PART 2 – EXCLUSION GROUNDS** | |
| **Section 2**  Grounds for Mandatory Exclusion  **Section 3**  Grounds for Discretionary Exclusion | The Authority reserves the right to exclude a Tenderer if they answer “Yes” to any of the questions in these sections.  Tenderer are allowed the opportunity to provide evidence of adequate and appropriate Self Cleaning (in line with Regulation 57 of the Public Contracts Regulations 2015), but this shall be assessed at the Authority’s discretion. |
| **PART 3 - SELECTION QUESTIONS** | |
| **Section 4**  Economic and Financial Standing | **The section will be scored on a pass or fail basis.**  **You will fail this section** where the Authority's assessment of the information provided by the Tenderer in response to SQ Part 3 Section 4 indicates that there is a high risk of:   * Insolvency over the lifetime and liability period of the Contract. * Inability to cope with the Contract size; and/or * Insufficient financial capacity to deliver the services effectively.   **You will be awarded a Pass in this section** if you meet **all** of the following requirements:   * Your turnover for each of the last two (2) years is greater than or equal to the annual Contract value. * Your D&B Condition Code/Risk Indicator is no greater than 2. * You have a current ratio (current assets/current liabilities as referenced in the last audited accounts) greater than or equal to 1. |
| **Section 5**  **Group/Consortium Information** | If the Tenderer has indicated in the Selection Questionnaire at question 1.2 that it is part of a wider group, information is required in this section.  **The section will be scored on a pass or fail basis**.  If an organisation cannot provide one of the required documents from the statements, the Authority reserves the right to exclude the organisation. |
| **Section 6**  **Technical and Professional Ability** | **This section will be scored on a pass or fail basis.**  **Question 6.1 / 6.3**  A Tenderer must provide the required details of up to 3 relevant contracts requested at 6.1 or satisfactory explanation in section 6.3 to pass this section. |
| **Section 6a**  **Supply Chain** | **This Section will be scored on a pass/fail basis.**  If the Tenderer intend to use a supply chain for this Contract, they must demonstrate they have effective systems in place to ensure a reliable supply chain. The Authority reserves the right to fail a Tenderer if they cannot provide the required evidence requested in 6.2. |
| **Section 7**  **Modern Slavery Act 2015** | **The section will be scored on a pass or fail basis.**  If the Tenderer is a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act") the Authority reserves the right to fail your SQ Response submission if you cannot provide the required evidence required in 7.2. |
| **Section 8 – Additional Questions** |  |
| **8.1**  **Insurance** | **Tenderers are required to self-certify these statements.**  If a Tenderer cannot self-certify compliance the Authority reserves the right to disqualify the Tenderer from the procurement process at this point in the evaluation. |
| **8.2**  **Environmental Management** | **This Section will be scored on a pass/fail basis.**  **Question 8.2 (a)**  **PASS** – The Tenderer confirms they and any sub-contractors (if used) have not been convicted of breaching environmental legislation and have not had notice served in the last three (3) years by an environmental regulator or authority or if convicted has outlined the remedial actions taken subsequently, which the Authority deems sufficient.  **FAIL** – The Tenderer confirms that they and / or any sub-contractors (if used) have been convicted of breaching environmental legislation or had notice served in the last three (3) years and has not outlined the remedial actions taken subsequently or has outlined remedial actions taken which the Authority does not deem sufficient.  **Question 8.2(b)**  **PASS** – The Tenderer has answered “Yes”.  **FAIL** – The Tenderer has answered “No”. |
| **8.3**  **Compliance with Equality Legislation** | **This Section 8.3 will be scored on a pass/fail basis.**  **Question 8.3(a)**  **PASS** – The Tenderer confirms that in the last three (3) years it has not had a finding of unlawful discrimination made against it by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK), or if unable to do this, can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent unlawful discrimination in the future.  **FAIL** – In the last three years the Tenderer has had a finding of unlawful discrimination made against it by an Employment Tribunal, an Employment Appeal Tribunal or any other court (or in comparable proceedings in any jurisdiction other than the UK), and is unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent unlawful discrimination in the future.  **Question 8.3(b)**  **PASS** – The Tenderer confirms that in the last three (3) years it has not had a complaint upheld following an investigation by the Equality and Human Rights Commission or equivalent in any other country or if unable to do this, can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent unlawful discrimination in the future.  **FAIL** – In the last three years the Tenderer has had a complaint upheld following an investigation by the Equality and Human Rights Commission or equivalent in any other country and is unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken to prevent unlawful discrimination in the future.  **Question 8.3(c)**  **PASS** – The Tenderer has answered “Yes”.  **FAIL** – The Tenderer has answered “No”. |
| **8.4**  **Health & Safety** | **This Section 8.4 will be scored on a pass/fail basis.**  **Question 8.4(a)**  **PASS** – The Tenderer confirms that in the last three (3) years it has not been in receipt of enforcement/remedial Orders/action in relation to the Health and Safety Executive (or equivalent body) or if unable to do this, can demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken.  **FAIL** – In the last three years the Tenderer has been in receipt of enforcement/remedial Orders/action in relation to the Health and Safety Executive (or equivalent body) and is unable to demonstrate to the Authority’s satisfaction that appropriate remedial action has been taken.  **Question 8.4(b)**  **PASS** – The Tenderer has self-certified that it is member of scheme. If the Supplier has self-certified it can proceed to Question 8.5.  A Tenderer cannot fail question 8.4(b) but if it responds “No” it must complete Questions 8.4(c) to 8.4 (l).  **Question 8.4(c)**  **PASS** – The Tenderer has answered “Yes” or has answered “No” because it has less than 5 employees.  **FAIL** – The Tenderer has answered “No”, but this is unrelated to the size of the organisation.  **Question 8.4(d) and 8.4(e)**  **PASS** – The Tenderer has answered “Yes”.  **FAIL** – The Tenderer has answered “No”.  **Question 8.4(f)**  **PASS** – The Tenderer has answered “Yes” or has answered “No” because it does not use sub-contractors.  **FAIL** – The Tenderer has answered “No” but has confirmed it uses sub-contractors.  **Questions 8.4(g) to 8.4(l)**  **PASS** – The Tenderer has answered “Yes”.  **FAIL** – The Tenderer has answered “No”. |
| **8.5**  **General Data Protection Regulations** | **This Section 8.5 will be scored on a pass/fail basis.**  **Question 8.5(a)**  PASS – The Tenderer has answered “Yes”.  FAIL – The Tenderer has answered “No”.  **Question 8.5(b)**  **PASS** – The Tenderer must evidence that they have implemented the appropriate technical and organisational measures to comply with the General Data Protection Regulation (GDPR) and Data Protection Act 2018 (DPA) and to ensure the protection of the rights of data subjects.  **FAIL** - The Tenderer has not evidenced that they have implemented the appropriate technical and organisational measures to comply with GDPR and / or DPA to ensure the protection of the rights of data subjects. |
| **8.6**  **Project Specific Questions** | **This Section 8.6 will be scored on a pass/fail basis.**  **Question 8.6(a) – 8.6(g)**  **PASS** – The Tenderer has answered “Yes”.  **FAIL** – The Tenderer has answered “No”.  **Question 8.6(h)**  **PASS** – If Tenderer has not received any enforcement notices from the Care Quality Commission or it predecessors within the last 5 years  OR  If Tenderer **has** received any enforcement notices from the Care Quality Commission or its predecessors within the last 5 years but are able to provide evidence why they believe such failures do not compromise their ability to deliver the contract.  **FAIL** – If Tenderer has received any enforcement notices from the Care Quality Commission or its predecessors within the last 5 years and cannot provide evidence why they believe such failures do not compromise their ability to deliver the contract.  **Question 8.6(i)**  **PASS** – The Tenderer has answered “Yes”.  **FAIL** – The Tenderer has answered “No”. |

# stage two: tender EVALUATION

## If a Tenderer successfully passes the **Selection Criteria** set out above, the compliance, quality and pricing elements of its Tender/s will be evaluated in accordance with paragraphs 20 to 22. Failure to pass the Selection Criteria will mean that the tenderer may not be considered compliant, and therefore not proceed further.

## The Authority will check each Tender initially for compliance with all requirements of the ITT. If the Authority reasonably concludes that a Tender is non-compliant, the Tenderer will be excluded from the procurement.

## Tenderer’s Tenders will comprise both a Quality Response and a Pricing Response.

**Quality Response**

## ITT Schedule 4 (Tender Response Document) sets out the:

### Evaluation Criteria and their individual weightings for the Quality Response.

### the questions which Tenderers are required to answer in order to present their tendered quality proposal which shall meet the relevant Evaluation Criteria, Specification and Draft Contract.

### guidance to Tenderers in respect of what the Authority anticipates should be covered to enable the Scoring Methodology to be applied; and

### other relevant information such as word or page limits for each question.

**Pricing Response**

## ITT Schedule 5 (Pricing Schedule) sets out the template which Tenderers must complete in order to provide their Pricing Response to the Authority.

**General**

## Tenderers must also complete and return all items detailed in the Tender response checklist included in ITT Schedule 2 (Form of Tender).

## If Tenderers do not provide all of the items in the checklist this may cause the Tender to be non-compliant and excluded from the process.

## Tenderers are advised to submit the Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear or hedged Tenders may be discounted in evaluation and may, at the Authority’s discretion, be taken as a rejection by the Tenderer of the terms set out in this ITT.

## The Authority will check each Tender initially for compliance with all requirements of the ITT.

## The Authority will evaluate Tenders and all subsequent Tenders in accordance with the award criteria set in paragraph 21 below.

# TENDER EVALUATION CRITERIA

## The Authority will evaluate Tenders to determine the most economically advantageous tender, taking into consideration the following Evaluation Criteria:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Quality** | **Social Value** | **Price** |
| **%** | **%** | **%** |
| **Critical Care Transfer Services Call Handling** | **50** | **10** | **40** |

# SCORING METHODOLOGY

## **Quality Response Evaluation**

## **Quality responses – pass/fail.**

## A Tender must demonstrate the ability to meet the Pass/Fail minimum specification requirements set out in Appendix 1 Selection questionnaire.

### Quality responses - **scored.**

### Responses to ITT Schedule 4 (Tender Response Document) will be evaluated and scored on a scale of 0 - 5 using the following methodology and according to the professional judgement of the Authority’s requirements:

|  |  |  |
| --- | --- | --- |
| **Score** | **Performance** | **Judgement** |
| 5 | Exemplary response. Fully comprehensive and appropriate answer – fully meets the sub-criteria set out in the question. The response clearly demonstrates how they would meet the criteria set out in the question. High level of confidence in bidder’s ability to deliver the essential requirements. | Excellent |
| 4 | Response of a high standard. Illustrates a high understanding and approach to the matter in question. Gives reliable substance to validate response. Good level of confidence in bidder’s ability to deliver the essential requirements. | Very Good |
| 3 | Response illustrates a good understanding of the question. An appropriate response to the matter in question but lacking reliable substance and evidence to validate response. Would benefit from further detail. Some confidence in bidder’s ability to deliver the essential requirements. | Good |
| 2 | Response illustrates a basic understanding of the matter in question but lacks detail. Gaps in response, not meeting the full criteria set out in the question. Some doubt in the bidder’s ability to deliver the essential requirements. | Satisfactory |
| 1 | Very limited response lacking in any relevant detail. Illustrates a very limited understanding of the matter in question. Does not satisfactorily demonstrate how they would deliver the element in question. | Poor |
| 0 | Question not answered or does not meet any of the criteria set out in the question and/or the provider fails to demonstrate how they would deliver the element in question. | Unacceptable |

|  |
| --- |
| **Critical Care Transfer Services Call Handling** |
| **Quality Evaluation (post SQ)** |
| * Quality responses will be weighted 50% overall. This overall weighted score will be classed as the ‘Level 1’ score for the purposes of this Invitation to Tender. * The Quality **sub-criteria** will be scored out of 100% and broken down as set out in the column labelled ‘Level 2’ below. * Each Level 3 reference number directly correlates to the specification requirement within **ITT SCHEDULE 4 Tender Response Document** |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Section** | **Section Name** | **Section Weighting** | **Scored or Pass/Fail** | **Question Number** | **Question Weighting** |
| Section 1 – Technical 40% | Service Delivery | **60%** | Scored | Q1 | 25% |
| Scored | Q2 | 50% |
| Scored | Q3 | 25% |
| Governance | **10%** | Scored | Q4 | 100% |
| Workforce Management | **30%** | Scored | Q5 | 40% |
| Scored | Q6 | 25% |
| Scored | Q7 | 35% |
| Section 2 – Social Value  10% | Sustainability & Social Value | **100%** | Scored | Q8 | 50% |
| Scored | Q9 | 50% |
| Section 3 - Commercial  50% | Commercial Proposal | **100%** | Scored | Q10 | 50% |

### The Quality Response will be scored: (1) independently by the evaluators; and then (2) in a group consensus as part of a moderation meeting. During the independent evaluation process, each evaluator will separately scrutinise the quality of answers given by Tenderers. Each evaluator will then allocate a score for the answer in accordance with the scoring methodology above and produce their written reasons for the same. The Authority will then hold a moderation meeting in relation to the scores of the Quality Response questions. During the moderation meeting, the evaluators will discuss the independent scores until they reach a consensus regarding the scores that should be attributed to each Tenderer’s response to the questions. Once all consensus scores have been agreed and the weightings for each question (as set out in ITT Schedule 4) have been applied, each Tenderer’s scores will be added together to provide a total weighting for the Quality Response out of a maximum of 100%. The rationale for each consensus score shall be documented in the moderation report.

### An explanation of the evaluation approach for the Quality Response is as follows:

#### Bidders will be scored from 0 to 5 for each question in the Quality Response according to the specified weighting. The scoring methodology is explained in the table above.

#### The score for each Quality Response question and associated weightings will be used to return a total Quality Response evaluation score out of 100%.

#### The overall quality score will be calculated as follows:

The Tenderer’s Quality Response score out of 5 for each Quality Response question will be converted into a percentage. For example: 4 out of 5 = 80%

This percentage will then be multiplied by the weighting set for that question.

Question Weighting (20%) x % Score (i.e., score of 4 would equate to 80) / 100 = 16%

The % scores for each Quality Response question will then be added together to determine a total Quality **Response** evaluation score out of 100.

The % score out of 100 will then be divided by 100 and multiplied by the quality weighting to calculate the final weighted Quality Response score.

Score out of 100 (58.00) / 100 x 60 = 34.8

## **Price Evaluation**

### The lowest sustainable indicative total price will be given 100% of the price weighting, with other Tenders expressed as an inverse proportion of the lowest price. This will produce the total weighted price scores.

**Lowest sustainable indicative total price / Tender Price x 40% = Weighted Price**

Tenderers must complete the Pricing Schedule (ITT Schedule 5) in the exact format set out in the schedule. The Pricing Schedule must be returned as a separate attachment to ITT Schedule 4 (Tender Response Document). If the Pricing Schedule (Schedule 5) is not received as a separate attachment or is received in any other format to that of the original format in the schedule, the Authority reserves the right not to consider the Tender.

### All prices shall be stated in pounds sterling and exclusive of VAT.

### Tenderers must also show all costs that will be associated with the Contract for example rates or expenses. The Authority will not consider claims for extra payment for items that have not been specified.

## **Calculation of total scores**

### Once the Quality Response score (from the Quality Response questions) and weighted price have been calculated, they will be combined to produce the overall score for each Tender upon which all Tenders will be ranked.

### The total weighted score out of 100 will be calculated as follows:

### Final score out of 100 = total weighted Quality Response score + total weighted price score

# CONTRACT AWARD

## Tenders shall be evaluated by the Authority using the same Evaluation Criteria and Scoring Methodology as set out above in paragraphs 21 and 22 above except in respect of the Legal Criteria which shall be Pass/Fail and, subject to the provisions below, the Contract shall be awarded to the Tenderer offering the most economically advantageous tender on the basis of the highest scoring compliant Tender(s).

## Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, and the standstill period completed, no Contract will be entered into. The Contract will form when the Contract is signed by both parties.

## Once the Authority has reached a decision in respect of a Contract award it will notify all Tenderers of that decision and provide for a standstill period in accordance with the Regulations before entering into the Contract.

# NOTIFICATION OF AWARD AND STANDSTILL

## A Contract award notification letter will be sent to each Tenderer in accordance with Regulation 86 of the Regulations.

## The Authority is required by the Regulations to observe a mandatory minimum ten (10) day standstill period. Details of the dates of the standstill period will be outlined in the Contract award notification letter.