

**INVITATION TO TENDER  
NHS LITIGATION AUTHORITY**

**VOLUME 1**

**INVITATION TO TENDER INSTRUCTIONS**

**19 October 2016**

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## 1. INTERPRETATION

1.1 The following definitions apply to each section of this Invitation to Tender:

<b>"Authority"</b>	means the NHS Litigation Authority
<b>"Authorised Representative"</b>	means the Supplier's principal point of contact
<b>"Consortium"</b>	means an association of two or more Members that are acting jointly for the purposes of participating in the Procurement Process
<b>"Contract"</b>	means the contract for the Requirement issued with this Invitation to Tender and contained in Volume 2
<b>"Evaluation Criteria"</b>	means the evaluation criteria at Appendix 1
<b>"Form of Tender"</b>	means the document contained in Volume 4 which is completed by the Supplier and returned with its Tender Response
<b>"Grounds for Discretionary Rejection"</b>	the grounds excluding a Supplier as set out in Regulation 57(8) of the Regulations and set out in Part 2, Section 2 of the Response Document
<b>"Grounds for Mandatory Rejection"</b>	the grounds for excluding a Supplier as set out in Regulation 57(1) and 57(3) of the Regulations and included in Part 2 Section 1 of the Response Document
<b>"Lot 1"</b>	means mediation services for the resolution of disputes arising from personal injury and clinical negligence claims
<b>"Lot 1 Evaluation Criteria"</b>	means the evaluation criteria at Appendix 1 of this ITT used to evaluate Tender Responses for Lot 1
<b>"Lot 2"</b>	means mediation service for the resolution of disputes arising from the recoverability of legal costs
<b>"Lot 2 Evaluation Criteria"</b>	means the evaluation criteria at Appendix 1 of this ITT used to evaluate Tender Responses for Lot 2
<b>"Member"</b>	means an individual participant in a Consortium
<b>"Parent Company"</b>	has the meaning given to that term in section 1159 of the Companies Act 2006 (as amended)

<b>“Preferred Bidders”</b>	means the Tenderers who are successful in a Lot following the evaluation of Tender Responses
<b>“Procurement Process”</b>	means the procedure followed by the Authority to award the Contract
<b>"Regulations"</b>	means the Public Contracts Regulations 2015 SI 2015/12 (as amended from time to time)
<b>"Requirement"</b>	means the provision of Lot 1 and Lot 2 mediation services to the Authority
<b>"Response Document"</b>	means Volume 4 which a Supplier completes in order to be considered for the Requirement
<b>“Supplier”</b>	means the bidding organisation or Consortium participating in the Procurement Process
<b>"Tender Response"</b>	means a response submitted by a Supplier during the Procurement Process
<b>"Working Day"</b>	means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London

1.2 This ITT consists of the following documents:

- 1.2.1 Volume 1 - Invitation to Tender Instructions;
- 1.2.2 Volume 2 – The Contract;
- 1.2.3 Volume 3 – The Specification; and
- 1.2.4 Volume 4 - Response Document.

1.3 In this ITT unless the context otherwise requires:

- 1.3.1 the masculine includes the feminine and the neuter;
- 1.3.2 the singular includes the plural and vice versa;
- 1.3.3 the words “include”, “includes”, “including” “for example”, “in particular” and words of similar effect are to be construed as if they were immediately followed by the words “without limitation”; and
- 1.3.4 a reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended from time to time.

1.4 The headings and contents table in this ITT are for convenience only and do not affect their interpretation.

1.5 Where reference is made to a Section, this refers to a section in the Response Document.

- 1.6 If there is a conflict or inconsistency between any paragraph of this ITT and any appendix to this ITT, the paragraph prevails. For this purpose an omission (whether deliberate or inadvertent) is not, by itself, to be construed as giving rise to a conflict or inconsistency.
- 1.7 In this ITT the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.
- 1.8 The services required under both Lot 1 and Lot 2 are not subject to the Public Contracts Regulations 2015. However, in order to ensure best value, the Authority is running a procurement process similar to the open procedure and is utilising the Mandatory Grounds for Rejection and Discretionary Grounds for Rejection from the Regulations, together with sections of the Crown Commercial Service template Selection Questionnaire. **The Authority is not and does not intend to be bound by the Regulations.**

## 2. BACKGROUND INFORMATION AND EXPLANATION OF THE REQUIREMENT

### 2.1 The Authority

2.1.1 The NHS Litigation Authority ("**NHS LA**" or the "**Authority**") is a Special Health Authority and an arm's length body (ALB) of the Department of Health established in 1995. The NHS LA is a not-for-profit part of the NHS which provides:

- 2.1.1.1 Indemnity cover for clinical and non-clinical liabilities for the NHS in England;
- 2.1.1.2 Learning from claims and things that go wrong in the NHS;
- 2.1.1.3 Legal and professional services;
- 2.1.1.4 Dispute resolution between commissioners and contractors; and
- 2.1.1.5 Help for healthcare providers and practitioners in the performance management of doctors, dentists and pharmacists through advice, training and support.

2.1.2 The Authority ensures that claims for compensation involving the NHS are resolved fairly and efficiently by experts in the field. It offers an impartial tribunal service via the Family Health Service Appeals Unit (FHS AU) for contractor disputes and supports the service by resolving concerns about the performance of doctors, dentists and pharmacists via National Clinical Assessment Service (NCAS). In doing so, it balances the interests of patients, NHS staff and the taxpayer and supports the NHS.

### 2.2 Purpose and Scope

2.2.1 The key objective of this procurement is to provide the Authority with the ability to procure mediation services which will offer best value to its customers, patients and the public by putting the needs and expectations of customers, patients and the public at the core of its work by providing an efficient and best-value service.

2.2.2 The mediation service will be comprised of two Lots as follows:

- 2.2.2.1 a mediation service for the resolution of disputes arising from personal injury and clinical negligence incidents and/or

claims (Lot 1); and

2.2.2.2 a mediation service for the resolution of disputes arising from claims for legal costs (Lot 2).

2.2.3 The Authority has a requirement for a small number of contracts which will provide a service that will process and complete 100-120 cases by mediation annually at all ranges of values. The contracts will be formed on (a) a fixed fee agreement and (b) an agreed hourly rate. It is estimated that the proportion of the number of claims and value falling within (a) will be 90% and in (b) will be 10%. The agreed hourly rate will apply at the discretion of the NHS LA.

2.2.4 Any contract awarded to a supplier is expected to be for an initial period of two years, commencing on **5 December 2016**, with the option to extend, at the Authority's absolute discretion, for a further twelve months by giving one month's written notice to the supplier prior to expiry of the initial term.

### 3. TIMETABLE

3.1 An indicative timetable for the Procurement Process is set out in the table below.

Activity	Date
Publication of the ITT	19 October 2016
Clarification period starts (Questions Relating to the Invitation to Tender)	19 October 2016
Clarification period ends	31 October 2016
ITT Closing date	17:00 on 16 November 2016
Evaluation of ITTs followed by clarification of Tender Submissions (if required)	18 November 2016
Preferred Bidders to present proposals at the Authority's London Office	25 November 2016
Contracts awarded	30 November 2016
Services to commence	5 December 2016

### 4. THE CONTRACTS

4.1 It is envisaged that the Authority will award up to 4 contracts:

4.1.1 The Authority will award one contract for Lot 2. The Preferred Bidder will be the Supplier achieving the highest total score across the Lot 2 Evaluation Criteria.

4.1.2 The Authority will award two contracts for Lot 1. The Preferred Bidders will be the two Suppliers achieving the highest total scores across the Lot 1 Evaluation Criteria. The Authority may, in its absolute discretion, award an additional, third contract for Lot 1. If the Authority elects to award such an additional contract it shall award that contract to the Supplier achieving the third highest score across the Lot 1 Evaluation Criteria and only where that Supplier has a score within 10% of the second placed bidder. A decision

on the number of Preferred Bidders for Lot 1, will be made by the Authority prior to the validation meeting on 25 November 2016.

- 4.2 In the event of a tie under either Lot 1 or Lot 2, the Authority will select the Supplier with the highest total score for quality.

## **5. TENDER RESPONSE REQUIREMENTS AND COMMUNICATION**

### **5.1 Registration of interest**

- 5.1.1 Organisations interested in the Procurement Process are advised to register their interest in the procurement as soon as possible by emailing [contract.queries@nhs.uk](mailto:contract.queries@nhs.uk), clearly stating which Lots are of interest.
- 5.1.2 The Authority is only able to inform organisations who have registered their interest, of any changes to the procurement documents and the Authority's responses to clarification questions received from other interested organisations.

### **5.2 Tender Response requirements**

- 5.2.1 Suppliers must submit their Tender Response in accordance with the terms of this ITT.
- 5.2.2 In order to submit a Tender Response, a Supplier must email its completed Tender Response to [contract.queries@nhs.uk](mailto:contract.queries@nhs.uk) with the subject heading "**TENDER FOR MEDIATION SERVICES**". Tender Responses may be submitted in either Microsoft Word or pdf format. Suppliers must ensure all embedded documents can be opened by the Authority. On no account should hard copy Tender Responses be submitted. Any hard copies received will be ignored.
- 5.2.3 As part of the Tender Response, each Supplier must sign and return the Form of Tender which can be found in Volume 4 which sets out:
- 5.2.3.1 a clear statement of its commitment to enter into all necessary contractual documentation as set out in this ITT; and
- 5.2.3.2 confirmation that the Supplier has read and understood the ITT and the Supplier accepts all the provisions set out in this document.
- for the avoidance of doubt, the Authority shall not evaluate any Tender Response unless the Form of Tender (duly signed) has been received by the Authority.
- 5.2.4 If a Supplier wishes to deviate from any of the obligations set out above (or elsewhere in this document), it must first seek specific guidance from the Authority, obtain the Authority's approval, and, comply with any of the Authority's conditions for approval before proceeding. For the avoidance of doubt the Authority shall have no obligation whatsoever to give such approval and shall not do so where the Authority considers that by doing so would give the Supplier an unfair advantage in the process.
- 5.2.5 The Authority reserves the right to, at its discretion:
- 5.2.5.1 waive, or adjust, the requirements of this Procurement Process in whole or in part;
- 5.2.5.2 disqualify any Supplier whose Tender Response does not

comply with the response requirements set out in this document;

5.2.5.3 seek additional information or verification, if the Authority has legitimate concerns about the Supplier's ability to perform its obligations, including (without limitation) its financial ability; and

5.2.5.4 to cancel or withdraw from the process at any stage.

### **5.3 Information provided in Tender Responses**

5.3.1 In evaluating Tender Responses, the Authority will only consider information provided in response to this ITT.

5.3.2 Suppliers should not assume that the Authority has any prior knowledge of the Supplier, its practice or reputation, or its involvement in existing services, projects or procurements.

5.3.3 All relevant information required to support the Tender Response should be included in the Supplier's response. Suppliers should refrain from submitting information that is not specific to or has not been requested in the ITT as this will not be considered for evaluation purposes.

5.3.4 Suppliers are responsible for the accuracy of all information submitted within their Tender Responses. The Tender Response and accompanying documents must be complete and self-contained. Suppliers must submit Tender Responses which are succinct and which clearly relate to the requirements set out in this ITT.

### **5.4 Guidance on completing Tender Responses**

5.4.1 Suppliers are advised to carry out the following steps when compiling their Tender Responses:

5.4.1.1 carefully read this ITT and its attachments in full;

5.4.1.2 use the formal clarification process if they are unsure of the process or what is required; and

5.4.1.3 comprehensively compile the required responses to questions using the templates as set out.

### **5.5 Clarification questions**

5.5.1 A clarification question and answer process will operate during the ITT response period as explained below. The objective of the clarification process is to give Suppliers the opportunity to submit questions to the Authority where they require clarification on the information contained in the ITT including contractual documents where that information may be helpful to the Supplier in submitting their Tender Response. This is not an opportunity for Suppliers to negotiate.

5.5.2 A Supplier can raise clarification questions from the issue of the ITT. Suppliers are urged to review the ITT immediately and identify and submit any clarification questions as soon as possible and in any event no later 31 October 2016.

5.5.3 Suppliers should submit clarification questions via email to [contract.queries@nhs.uk](mailto:contract.queries@nhs.uk). Clarification questions received by any other method will not receive a response. For the avoidance of doubt,



questions must be specific and relate to information contained in the ITT. If Suppliers believe information is needed that is not contained in the ITT they must provide justification as to why such information is necessary. The Authority would prefer to have questions grouped together but there is no limit on the number of clarifications Suppliers may seek, or on the number of occasions that a Supplier may raise clarifications. Suppliers should not include their name in the body of any question raised.

- 5.5.4 The Authority will aim to answer clarification questions within four (4) Working Days, but does not undertake to do so. The Authority may also decline to answer a question if it deems the question to be inappropriate. If the Authority is unable to answer a question, this will be indicated.
- 5.5.5 Suppliers should note that questions or requests for clarification raised and/or responses given will be communicated to all organisations who have registered their interest in the Procurement Process unless the Supplier advises that it is commercial in confidence and the Authority agrees this is the case. Where the Authority does not consider a request commercially confidential, the Supplier will be given the opportunity to withdraw their request for clarification.
- 5.5.6 Under no circumstances should Suppliers approach the Authority, or its advisors seeking further information in relation to the Procurement Process, except through the method set out above. Any such approaches (direct or indirect) may result in the Supplier's exclusion from the Procurement Process.

## **6. EVALUATION OF TENDER RESPONSES**

### **6.1 Overview**

- 6.1.1 Evaluation of Tender Responses will be undertaken on an individual Lot basis and in the following six stages:
  - 6.1.1.1 the preliminary compliance review;
  - 6.1.1.2 assessment of the pass/fail questions set out in Part 2 (Exclusion Grounds) of Volume 4;
  - 6.1.1.3 assessment of the pass/fail questions set out in Part 3 (Selection Questions) of Volume 4;
  - 6.1.1.4 evaluation of responses to the Lot specific quality questions of Volume 4 (Part 4 for Lot 1 and Part 6 for Lot 2);
  - 6.1.1.5 evaluation of price (Part 5 for Lot 1 and Part 7 for Lot 2); and
  - 6.1.1.6 consolidation of scores.

### **6.2 Stage 1: Preliminary Compliance Review**

- 6.2.1 The information contained in a Tender Response will be checked for completeness and compliance with the requirements of this ITT before being evaluated. The preliminary compliance review will check that a Tender Response:
  - 6.2.1.1 complies with all of the provisions of this ITT;
  - 6.2.1.2 includes a completed and signed Form of Tender (Part 8 of the Volume 4);

- 6.2.1.3 answers all the questions for the Lot applied for;
- 6.2.1.4 does not include a marked-up copy of the Contract or any other comments, assumptions or documents which indicate that the Supplier does not accept all of the terms of the Contract contained in Volume 2; and
- 6.2.1.5 is made in the format, medium and quantity requested.
- 6.2.2 If the Tender Response satisfies the preliminary compliance review the Authority will proceed to Stage 2. If Tender Response fails to satisfy the preliminary compliance review then the Authority reserves the right to disqualify the Supplier.
- 6.3 **Stage 2: Legal evaluation stage - assessment of the pass/fail questions in Part 2 (Exclusion Grounds) of Volume 4**
  - 6.3.1 Following the preliminary compliance review, the Authority will proceed to the assessment of the pass/fail questions set out in Part 2 of Volume 4.
  - 6.3.2 The legal evaluation is a compliance check in relation to answers given to questions in Part 2, Section 1 of Volume 4 (Grounds for Mandatory Rejection) and Part 2, Section 2 of Volume 4 (Grounds for Discretionary Rejection).
  - 6.3.3 If the Supplier is a Consortium, Part 2 of Volume 4 must be completed for each Member of the Consortium. Each Member of a Consortium must pass the legal evaluation stage.
  - Grounds for Mandatory Rejection**
    - 6.3.3.1 The responses to the questions in Part 2, Section 1 of Volume 4 will be evaluated on a Pass/Fail basis. An answer of 'Yes' to any question in Part 2, Section of Volume 4, unless the provisions of paragraph 6.3.5 below apply, will result in the Supplier being excluded from the Procurement Process for all Lots applied for.
  - 6.3.4 Grounds for Discretionary Rejection**
    - 6.3.4.1 Where a Supplier's response to Part 2, Section 2 of Volume 4 indicates a dispute, conflict or existence of a ground for discretionary rejection, the Authority will, in its discretion, decide whether or not to exclude the Supplier for the Lots applied for.
    - 6.3.4.2 Conflicts of interest
      - 6.3.4.2.1 The Authority may exclude a Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members 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 the Procurement Process.
      - 6.3.4.2.2 Where there is an indication that a conflict

of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in response to question 3.2.

6.3.4.3 Taking account of past performance

6.3.4.3.1 In accordance with question 3.1(i), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing the ITT. The Authority may also assess whether such specified minimum standards for reliability for such contracts are met.

6.3.5 **'Self-cleaning'**

6.3.5.1 Any Supplier that answers 'Yes' to any of the questions in either Part 2, Section 1 or Part 2, Section 2, should provide sufficient evidence, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively 'self-cleans' the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

6.3.5.2 If such evidence is considered by the Authority (whose decision will be final) as sufficient, the Supplier concerned will be allowed to continue in the Procurement Process.

6.3.5.3 In order for the evidence referred to above to be sufficient; the Supplier shall, as a minimum, prove that it has;

6.3.5.3.1 paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

6.3.5.3.2 clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

6.3.5.3.3 taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

6.3.5.4 The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for the decision.

6.3.6 Each Supplier must, on request, provide any such further information that the Authority may require in order to determine whether a Ground for Mandatory Rejection or a Ground for Discretionary Rejection applies to the Supplier. All such information must be provided in the format and within the timeframe specified.

6.3.7 If a Tender Response does not disclose any Grounds for Mandatory Rejection or Grounds for Discretionary Rejection or discloses a ground but the Authority decides not to exclude the Supplier, then the Supplier will proceed to Stage 3. Any Supplier excluded will be informed of its exclusion.

6.4 **Stage 3: Assessment of pass/fail questions in Part 3 (Selection Questions) of Volume 4**

6.4.1 **Assessment of Economic and Financial Standing (Part 3, Section 1)**

6.4.1.1 Suppliers must meet the Authority's minimum threshold levels of financial standing in order to proceed in the Procurement Process. Each Member of a Consortium will be tested as to its financial standing. Economic and Financial Standing is assessed on a pass/fail basis. At least one Member must pass and confirm that they are willing to enter into a guarantee in the event that any Members fail. This confirmation should be detailed in response to question 4.4.

6.4.1.2 Each question within Part 3, Section 1 of Volume 4 will be evaluated as follows:

Question	Answer constituting a "pass"
4.1	Not applicable. Accounts are supplied for information only.
4.2(a)	The Supplier has answered 'Yes' or if the Supplier has answered 'No', the Supplier has self-cleaned to the Authority's satisfaction.
4.2(b)	The Supplier has answered 'Yes' or if the Supplier has answered 'No' the Supplier has self-cleaned to the Authority's satisfaction.
4.2(c)	The Supplier has answered 'Yes' or if the Supplier has answered 'No' the Supplier has self-cleaned to the Authority's satisfaction.
4.2(d)	The Supplier has answered 'Yes' or if the Supplier has answered 'No' the Supplier has self-cleaned to the Authority's satisfaction.
4.3	The Supplier has answered 'Yes' or if the Supplier has answered 'No', the Supplier has self-cleaned to the Authority's satisfaction.

6.4.1.3 Any Supplier that answers 'No' to any of the questions within Part 3, Section 1 should provide sufficient evidence in response to question 4.4, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively 'self-cleans' the situation referred to in that question. The Supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

6.4.1.4 If such evidence is considered by the Authority (whose decision will be final) as sufficient, the Supplier concerned will be allowed to continue in the Procurement Process.

#### 6.4.2 Group companies

6.4.2.1 Where the Supplier (including any Member if the Supplier is a Consortium) is part of a wider group, the Supplier may rely on its Parent Company or another entity to fulfil the pass/fail criteria for Economic and Financial Standing, only if the Supplier has self-certified that its Parent Company or that entity will provide a form of guarantee which the Supplier undertakes to obtain if necessary, such guarantee to be approved by the Authority should the Supplier be successful in the Procurement Process.

#### 6.4.3 **Assessment of Part 3, Sections 2, 3, 4 and 5**

6.4.3.1 The questions in Part 3, Sections 2, 3 4 and 5 are assessed on a pass/fail basis.

6.4.3.2 Each question will be evaluated as follows:

Question	Answer constituting a "pass"
5.1(a)	The Supplier has provided details of at least one contract for mediation services which is of a similar type and complexity to the service required, or has provided a number of contracts which together demonstrate that the Supplier has the technical and professional ability to carry out the Requirement. Where the Supplier is a Consortium and is not able to provide examples of where the Consortium has provided mediation services of a similar type and complexity together, three separate examples have been provided across the Members, which together demonstrate the Supplier's technical and professional ability to carry out the Requirement. A Supplier will not fail Section 2 if it achieves a pass for question 5.1(b).
5.1(b)	Question 5.1(b) will be evaluated if the Supplier has not submitted a response to question 5.1(b). A pass will be awarded where the Supplier has explained the reasons why it is unable to complete 5.1(a) and had provided information on its infrastructure, personnel and

	abilities which give satisfaction to the Authority that the Supplier has the technical and professional ability to carry out the Requirement.
6.1	The Supplier has answered Yes or has stated that the question is 'not applicable'.
6.2	The Supplier has answered Yes and has provided the relevant URL or the Supplier has answered No and provided an explanation which the Authority, in its sole discretion, considers satisfactory.
7.1	The Supplier has self-certified that it has or will obtain the required levels of insurance.
8.1	The Supplier has self-certified that it is a registered mediation provider and/or a registered mediator of the Civil Mediation Council, or will be prior to commencement of the Contract.

6.4.4 A Supplier must achieve a "pass" in all questions in Part 3 of Volume 4 in order to proceed to Stage 4. Suppliers who do not achieve a "pass" in all questions will not proceed to Stage 4.

6.4.5 Suppliers should note that where a question has asked for the Supplier to self-certify, the Authority does not require the Supplier to produce evidence at this time. Evidence will only be required if the Supplier is appointed as a Preferred Bidder.

#### 6.5 **Stage 4: Evaluation of weighted quality questions**

6.5.1 Dependent on the Lot applied for, Suppliers that have not been excluded from the Procurement Process will have their responses to either Part 4 or Part 6 of Volume 4 evaluated in accordance with Appendix 1, Part 2. For the avoidance of doubt Stage 4 is conducted on a Lot by Lot basis.

6.5.2 Where a Supplier scores zero (0) in any of the weighted questions, the Authority reserves the right to exclude the Supplier from the Procurement Process in respect of the Lot in which the Supplier scores zero (0).

6.5.3 Scores will then be weighted as per Appendix 1 Part 1 and a total score calculated for quality in respect of each Lot.

#### 6.6 **Stage 5: Evaluation of price**

6.6.1 Following evaluation of the weighted questions, the Authority will evaluate each Supplier's Lot price in accordance with Appendix 1, Part 3 and a total score calculated for price for each Lot.

#### 6.7 **Stage 6: Consolidation of scores**

6.7.1 Suppliers will be ranked in numerical order in respect of each Lot by calculating the total score using the weighted total for quality and the weighted total for price to give a score out of 100%.

6.7.2 The Authority's Preferred Bidders for Lot 1 will be the two Suppliers scoring the highest overall mark. The Authority reserves the right to appoint a third Supplier pursuant to paragraph 4.1.2 of this Volume 1.

6.7.3 The Authority's Preferred Bidder for Lot 2 will be the Supplier scoring the highest overall mark.

#### **6.8 Validation meeting**

6.8.1 Following consolidation of scores under Stage 6, the Authority will invite the Preferred Bidders to a meeting with the Authority. This meeting is scheduled to take place on 25 November 2016 and Suppliers are advised to keep this date free. The Authority reserves the right to move the date of the validation meeting.

6.8.2 Each validation meeting will last no longer than 45 minutes. Suppliers will be provided with confirmation of the date of the validation meeting and their scheduled time by email.

6.8.3 The purpose of the validation meeting is to validate the Supplier's Tender Response. The Authority will do this by asking a series of questions which seek to test key aspects of the Supplier's Tender Response. A Supplier invited to a validation meeting will also be asked to deliver a 10 minute presentation on how it will add value and support to the Authority in its objective of obtaining timely and fair resolution of claims.

6.8.4 A Supplier may only bring two representatives to the validation meeting. PowerPoint presentations are not permitted.

6.8.5 A Tender Response cannot be modified by the Supplier prior to, during or after the validation meeting. The Authority will disregard any additional information supplied or changes suggested.

6.8.6 Following the validation meetings, the evaluation panel will consider the scores awarded to each Supplier and may lower the quality scores awarded if considered appropriate. For the avoidance of doubt when undertaking this exercise only responses to any questions asked will be considered. The presentation will have no impact on the Authority's decision to lower a score. If any score is lowered, the Authority will recalculate the relevant Supplier's total score and re-rank the Suppliers in numerical order in accordance with paragraph 6.7. Following any such re-ranking, the Preferred Bidders for Lot 1 shall be the two Suppliers scoring the highest overall mark, or the three Suppliers scoring the highest overall mark if the Authority has exercised its discretion to appoint a third supplier pursuant to paragraph 4.1.2 of this Volume 1. Any Supplier appointed as a Preferred Bidder following any such re-ranking who has not attended a validation meeting will be required to do so. In respect of Lot 2, if the highest ranking Supplier for Lot 2 is no longer the highest ranking Supplier, the Authority will invite the next highest ranking Supplier to a validation meeting.

#### **6.9 Clarification**

6.9.1 The Authority may also raise clarification questions during the evaluation period which Suppliers will be required to respond to within the time stipulated in the clarification question. Suppliers must respond in the format requested at the time. The Authority will raise clarifications by email to the Supplier's contact, as named in their Tender Response.

6.9.2 The Authority reserves the right to conduct clarification interviews after the

Authority has completed its evaluation with all Suppliers should the Authority consider, in its sole discretion, that it is reasonable for it to do so. Should such a clarification interview take place this will be for the purpose of moderating scores for all Suppliers. The Authority will provide as much notice of the clarification interviews as it is able to.

- 6.9.3 A clarification process undertaken by the Authority is not an opportunity for Suppliers to expand on their Tender Responses but to provide clarification to reviewer queries. Clarification responses will be used for review purposes.

## **7. CONTRACT AWARD AND SIGNATURE**

- 7.1 Following the validation meeting and identification of the Preferred Bidders, the Authority will inform Suppliers of the outcome of the Procurement Process.
- 7.2 The Authority requires that a Preferred Bidder provides evidence to the Authority relating to any Section of the Volume 4 where the Supplier self-certified that it met the requirement.
- 7.3 No offer or Tender Response is deemed accepted until a Contract has been executed on behalf of the Authority, the Preferred Bidder, and any other relevant parties, and declared unconditional. No communication with the Authority whether prior to, during or subsequent to the submission of any Tender Response imply acceptance of any offer or constitute an indication that the Tender Response will be accepted. Only the express terms of any written agreement(s) which is finally agreed and signed for and on behalf of the relevant parties and which is duly declared unconditional shall have any contractual effect.

## **8. ADMINISTRATIVE AND FURTHER INFORMATION**

### **8.1 General**

- 8.1.1 All documents and communication shall be in English.
- 8.1.2 By submitting a Tender Response, each Supplier and Authorised Representative warrants that, save as disclosed in writing to Authority with the Tender Response, any information supplied by it is true and that it has not made any material misrepresentation in providing any of the information required in relation to the above.
- 8.1.3 Suppliers must comply and ensure that their Tender Responses comply with the provisions set out in this ITT. If any waiver or variation of these provisions is made in writing by the Authority this will be binding. Any such waiver or variation will be notified to the Authorised Representative of Suppliers. Otherwise, no agent or any other servant or representative of the Authority has the authority to vary or waive any of these provisions on behalf of the Authority. Any Tender Response which fails to comply with the provisions of this ITT and any amendments and/or supplementary information issued subsequent to it, shall be liable to be disqualified and the provisions of paragraph 8.9 below shall apply.

### **8.2 Consortia**

- 8.2.1 If the Supplier completing its Tender Response is doing so as part of a proposed Consortium, the following information must be provided:
- 8.2.1.1 names of all Members;
- 8.2.1.2 the lead Member of the Consortium who will be contractually



responsible for delivery of the Contract (if a separate legal entity is not being created); and

8.2.1.3 if the Consortium is not proposing to form a legal entity, full details of proposed arrangements.

8.2.2 Where it is proposed to create a separate legal entity, such as a special purpose vehicle, the Tender Response should provide details of the actual or proposed percentage shareholding of the constitute Members within the legal entity.

8.2.3 All Members of the Consortium will be required to provide the information required in all sections of the ITT as part of a single composite response.

8.2.4 A single Consortium constitutes a single Supplier for the purposes of this ITT. A Consortium must not submit more than one Tender Response for an individual Lot. If a single Consortium attempts to submit more than one Tender Response for an individual Lot (for example, by identifying a different Member that will be acting as the lead Supplier for the purposes of the Tender Response) then the Authority may, in its discretion, disregard all or any of the Tender Responses for that Lot submitted by that Consortium.

8.2.5 The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. The Supplier should therefore respond on the basis of the arrangements currently envisaged. The Supplier must immediately notify the Authority of any change to the identity of the Members or composition of the Consortium at any stage during the Procurement Process, so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority may, in its discretion, exclude any Supplier from the Procurement Process where the membership or composition of the Consortium has changed following the Supplier's submission of its Tender Response.

8.2.6 To the extent it is necessary for the satisfactory performance of the Contract, the Authority reserves the right to require a successful Consortium to form a single legal entity and/or require that a single Member takes primary liability or that each Member undertakes joint and several liability irrespective of the legal form adopted.

### **8.3 Eligibility and Non-collusion**

8.3.1 Suppliers are reminded of the eligibility requirements that apply to the Procurement Process at all times. Any change in the eligibility of Suppliers must be notified immediately to the Authority in writing and may result in such Supplier being disqualified from any further participation in the Procurement Process.

8.3.2 Any attempt by any Supplier or its appointed advisors to influence the Procurement Process in any way will result in the relevant Supplier being disqualified specifically but without limitation, Suppliers shall not directly or indirectly at any time:

8.3.2.1 amend the content of any Tender Response 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 or funder;

8.3.2.2 solicit or obtain from any person, information about the content of any Tender Response(s) submitted by another

Supplier;

8.3.2.3 enter into any agreement or arrangement with any other person as to the form or content of any Tender Response(s) submitted by another Supplier or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any such Tender Response(s);

8.3.2.4 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding such a person from submitting a Tender Response or Tender Responses; or

8.3.2.5 exchange information with any other person (including other Suppliers) on, or publish any information with regard to a Tender Response or any Supplier's Tender Response strategy, other than in good faith with a proposed partner, or funder.

8.3.3 In particular (but without prejudice to the generality of the foregoing) if the Suppliers, or any member of the Tender Response team makes a misrepresentation in any part of its dealings with, or responses to the Authority, such Suppliers may be disqualified (see paragraph 8.9 below).

8.3.4 Suppliers must not disclose to, or discuss any aspect of this ITT or their Tender Responses with any other Suppliers. Those who do will be disqualified.

#### **8.4 Canvassing and Contacts**

8.4.1 Direct or indirect canvassing by any Supplier or its appointed advisors in relation to this Procurement Process or any attempt to obtain information from any of the employees or agents of the Authority or its appointed advisors concerning another Supplier or any Tender Responses submitted by another Supplier, may result in disqualification at the discretion of the Authority.

8.4.2 Suppliers and their proposed partners or funders shall not in connection with the Procurement Process offer any inducement, fee or reward to any officer or employee of the Authority or any person acting as an advisor to the Authority in connection with the Procurement Process; or

8.4.2.1 do anything which would constitute a breach of the Bribery Act 2010; or

8.4.2.2 canvass any of the persons referred to above in connection with the Procurement Process; or

8.4.2.3 except as expressly authorised by the Authority and subject to the provisions of this ITT, question any officer or employee or agent of the Authority about any aspect of the Procurement Process.

8.4.3 Except as expressly provided elsewhere in this ITT, no attempt should be made to contact the Authority by telephone, nor to contact the Authority or its advisors as part of the Procurement Process. Any enquiries made to persons other than the Authority's Project Group will be regarded as prima facie evidence of canvassing.

## **8.5 Confidentiality and Non-collusion**

- 8.5.1 This ITT document is intended for the exclusive use of the Supplier and is provided on the express understanding that this ITT document and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. This document may not be reproduced in whole or in part nor furnished to any person other than the Supplier save for the purposes of:
- 8.5.1.1 taking legal advice in connection with completing a Tender Response; and/or
  - 8.5.1.2 obtaining information from a proposed partner, Supplier, or funders where necessary for and relevant to the Supplier's Tender Response and provided that in each case, Suppliers obtain from such parties prior to such disclosure, confidentiality undertakings of at least equivalent strength to this.
- 8.5.2 The Authority may disclose detailed information relating to Tender Responses to the Authority's members, officers, employees, agents or advisors and they may make the key Tender Response documents available for private inspection by the Authority's members, directors, officers, employees, agents or advisors.
- 8.5.3 The Authority also reserves the right to disseminate information that is materially relevant to all Suppliers, even if the information has only been requested by one Supplier, subject to the duty to protect any Supplier's commercial confidence in its Tender Response. Should Suppliers wish to avoid such disclosure (for example, on the basis that the request contains, or the likely response will contain, commercially confidential information or may give another Supplier a commercial advantage) the request must be clearly marked "In confidence – not to be circulated to other Suppliers" and the Supplier must set out the reason or reasons for the request for non-disclosure to other Suppliers.

## **8.6 Conflicts of Interest**

- 8.6.1 Suppliers are reminded of their obligation to disclose actual, potential and perceived conflicts of interest as set out in question 3.1(g) of the Volume 4.
- 8.6.2 Suppliers are responsible for ensuring that no conflicts of interest exist between themselves and their appointed advisors and the Authority and its appointed advisors. A Supplier who fails to comply with this requirement may have its Tender Response disqualified at the discretion of the Authority.
- 8.6.3 The Authority requires that all actual or potential conflicts of interest are resolved to its satisfaction prior to submission of a Tender Response. In the event that any actual, potential or perceived conflict of interest comes to a Supplier's attention following the submission of a Tender Response, that Supplier should immediately notify the Authority.
- 8.6.4 With the exception of where an application is made for both Lot 1 and Lot 2, where proposed partners or funders participate in more than one Tender Response, Suppliers will be required to take steps to ensure that all Tender Responses are prepared independently and that no confidential information relating to the relevant Tender Responses is passed, whether directly or indirectly, via such third parties, between Suppliers.

## **8.7 Changes to the Supplier**

- 8.7.1 Suppliers are subject to an on-going obligation to notify the Authority of any material changes in their financial or other circumstances during this process. This includes, but is not limited to, changes to the identity of proposed partners or funders and the ownership of financial or other circumstances thereof and solvency of the Supplier which occur after a Tender Response is submitted. The Authority should be notified of any such material change as soon as it becomes apparent.
- 8.7.2 Failure to notify the Authority of any material changes or to comply with any of these provisions may lead to a Supplier being disqualified.
- 8.7.3 The Authority reserves the right to refuse to allow any such change notified under this paragraph 8.7 and to disqualify any Supplier from further participation in the Procurement Process in the event that such a change is made, in which case the provisions of paragraph 8.9 below shall apply. In exercising its discretion to either refuse or allow such a change, the Authority may take into account whether such change is material to the delivery of the Requirement.

## **8.8 Changes to the Procurement Process**

- 8.8.1 Suppliers are reminded that the Authority, at its discretion, reserves the right to vary the Procurement Process in order to achieve the objective of the procurement. This includes change dates and times for part of the Procurement Process set out in paragraph 3.1 above. The Authority shall notify the Supplier's Authorised Representative of any such changes via email.

## **8.9 Disqualification**

- 8.9.1 Any Supplier acting in contravention of the provisions of this ITT may, at the absolute discretion of the Authority, be disqualified (without prejudice to any other civil or legal remedies available to the Authority and without prejudice to any criminal liability which such conduct by a Supplier, may attract).
- 8.9.2 For the avoidance of doubt, disqualified Suppliers will be excluded from any further participation in the Procurement Process and in no circumstances will the Authority (or its advisors) be liable for any costs or expenses incurred by the disqualified Supplier and/or its partners, suppliers, and funders as a result, directly or indirectly, of such disqualification.
- 8.9.3 The Authority reserves the right to reject or disqualify a Supplier where:
  - 8.9.3.1 a Tender Response is submitted late, is completed incorrectly, is materially incomplete or fails to meet the Authority's requirements which have been notified to Suppliers;
  - 8.9.3.2 the Supplier is guilty of material misrepresentation in relation to its Tender Response and/or the Procurement Process and/or in relation to any information required by the Procurement Process;
  - 8.9.3.3 the Supplier contravenes any of the terms and conditions of this ITT;
  - 8.9.3.4 there is a change in identity, control, financial standing or

other factors impacting on the selection and/or evaluation process affecting the Supplier; or

8.9.3.5 the Supplier canvasses support for its Tender Response.

8.9.4 The disqualification of a Supplier will not prejudice any other civil remedy available to the Authority and will not prejudice any criminal liability that such action leading to disqualification would be incurred on the part of the Supplier.

#### **8.10 Supplier's Advisors**

8.10.1 Suppliers will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their respective Tender Responses. Suppliers must make their own independent assessment of the Procurement Process after making such investigation and taking such professionals advice as they deem necessary.

#### **8.11 Availability of Information to Suppliers**

8.11.1 Any information additional to this Procurement Process which the Authority deems necessary for a Supplier to be issued with prior to the deadline for Tender Submissions, will be issued to Suppliers who have registered their interest in the Procurement Process pursuant to paragraph 5.1.

#### **8.12 Freedom of Information**

8.12.1 The Authority has a duty under the Freedom of Information Act 2000 ("the Act"), when a Freedom of Information request is received to disclose information that forms part of a Tender Response unless an exemption applies. There are, for example, exemptions:

8.12.1.1 against disclosing information where that would constitute an actionable breach of confidence;

8.12.1.2 against disclosing trade secrets; and

8.12.1.3 against disclosing information likely to prejudice any person's commercial interests (and this includes the Authority's commercial interests).

8.12.2 The Authority will be mindful of the potential commercial risks to a Supplier and will comply with its obligations of confidentiality where they arise, subject to its legal obligations.

8.12.3 Where a Supplier considers that any of the information submitted in a Tender Response should not be disclosed because of its sensitivity, then this should be stated with the reasons for believing it to exempt in accordance with the Act. The Authority will then, in future, seek to consult with the Supplier in considering any information request received, before replying to the request within the mandatory timescales.

8.12.4 Disclosure of information is assumed to be required under the law unless an exemption under the Act can be applied and, subject to the enforcement role of the Information Commissioner, the Authority has to make a judgment as to the applicability of any exemption on the basis of the facts in its possession, including its assessment as to whether there is a public interest in such disclosure.

### **8.13 Copyright**

- 8.13.1 This ITT document may not be reproduced, copied or stored in any medium without the prior written consent of the Authority other than strictly for use in preparing a response or Tender Response.

### **8.14 Disclaimer**

- 8.14.1 The information contained in this ITT is presented in good faith and does not purport to be comprehensive or to have been independently verified. Neither the Authority nor any of its advisors accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently made available to any Supplier's partner, funder or any of their respective advisors, orally or in writing or in whatever media. Such persons must therefore take their own steps to verify the accuracy of any information which they consider relevant and are not entitled to rely on any statement or representation made by the Authority or any of its advisors.
- 8.14.2 None of the Authority's members, directors, officers, employees, agents or advisors make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to the adequacy, accuracy, reasonableness or completeness of this ITT and/or the information contained within it or any part of it (including but not limited to loss or damage arising as a result of reliance by the Supplier on the ITT information or any part of it).
- 8.14.3 Suppliers considering entering into a contractual relationship with the Authority should make their own enquiries and investigations of the Authority's requirements beforehand. The subject matter of this ITT shall only have contractual effect when it is contained in the express terms of an executed contract.

### **8.15 No Liability for Costs**

- 8.15.1 Under no circumstances will the Authority nor any of their advisors be liable for any costs, claims, losses or expenses incurred by Suppliers, their partners, funders or their Authorised Representatives as a result (directly or indirectly) of any changes to the process or the timetable at paragraph 3.1 or in connection with any Tender Response costs, expenditure, work or effort incurred by Suppliers in proceeding with or participating in this Procurement Process, including if the process is terminated or amended by the Authority.

### **8.16 Signature of Documents**

- 8.16.1 All documentation requiring a signature must be signed by the Authorised Representative of the Supplier.

### **8.17 Right not to award**

- 8.17.1 The Authority reserves the right in its absolute discretion not to award any
- 8.17.2 Contract and abandon the Procurement Process for one or both Lots.

## APPENDIX 1

### EVALUATION CRITERIA

#### Part 1 - Weightings

**LOT 1 – Mediation service for the resolution of disputes arising from personal injury and clinical negligence incidents and/or claims**

Level 1 Criteria	Weighting	Level 2 Criteria	Level 2 weighting (out of 100%)	Level 3 criteria	Level 3 weighting (out of 100%)	Question
Quality	85%	Critical factors	30%			Lot 1 Quality Question 1
		Team	30%			Lot 1 Quality Question 2
		Structure and quality assurance	15%			Lot 1 Quality Question 3
		Information governance	10%			Lot 1 Quality Question 4
Price	15%	Price based on value of claim	12%	£750,001 and above	3%	Lot 1 Price Question 1(a)
				£100,001- £750,000	4%	Lot 1 Price Question 1(b)
				Up to - £100,000	5%	Lot 1 Price Question 1(c)
		Price based on hourly rate	3%	Experience of 50+completed mediations	1%	Lot 1 Price Question 2(a)
				Experience of 25-50 completed mediations	1%	Lot 1 Price Question 2(b)
				Experience of 10-25 completed mediations	1%	Lot 1 Price Question 2(c)

**LOT 2 – Mediation service for the resolution of disputes arising from the recoverability of legal costs**

Level 1 Criteria	Weighting	Level 2 Criteria	Level 2 weighting (out of 100%)	Level 3 criteria	Level 3 weighting (out of 100%)	Question
Quality	85%	Critical factors	30%			Lot 2 Quality Question 1
		Team	30%			Lot 2 Quality Question 2
		Structure and quality assurance	15%			Lot 2 Quality Question 3
		Information governance	10%			Lot 2 Quality Question 4
Price	15%	Price based on receiving party's legal costs	12%	£750,001 and above	3%	Lot 2 Price Question 1(a)
				£250,001 - £750,000	4%	Lot 2 Price Question 1(b)
				Up to - £250,000	5%	Lot 2 Price Question 1(c)
		Price based on hourly rate	3%	Experience of 50+completed mediations	1%	Lot 2 Price Question 2(a)
				Experience of 25-50 completed mediations	1%	Lot 2 Price Question 2(b)
				Experience of 10-25 completed mediations	1%	Lot 2 Price Question 2(c)



## Part 2 - Evaluation of quality

### LOT 1 – Mediation service for the resolution of disputes arising from personal injury and clinical negligence incidents and/or claims

Score key assessment	Score	Interpretation
Excellent	10	An excellent comprehensive response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses resulting in a high level of confidence.
Good	7	A good response that meets the requirements with good supporting evidence. Demonstrates good understanding.
Satisfactory	5	A satisfactory response that generally meets the requirements, but lacks sufficient detail to warrant a higher mark.
Poor	2	A poor response with reservations. The response lacks convincing detail with risk that the proposal will not be successful in meeting all the requirements.
Unacceptable	0	Failed to provide confidence that the proposal will meet the requirements. An unacceptable response with serious reservations.

### LOT 2 – Mediation service for the resolution of disputes arising from the recoverability of legal costs

Score key assessment	Score	Interpretation
Excellent	10	An excellent comprehensive response that meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses resulting in a high level of confidence.
Good	7	A good response that meets the requirements with good supporting evidence. Demonstrates good understanding.
Satisfactory	5	A satisfactory response that generally meets the requirements, but lacks sufficient detail to warrant a higher mark.
Poor	2	A poor response with reservations. The response lacks convincing detail with risk that the proposal will not be successful in meeting all the requirements.
Unacceptable	0	Failed to provide confidence that the proposal will meet the requirements. An unacceptable response with serious reservations.

### Part 3 – Evaluation of price

Price will be evaluated using the response to Part 5 in respect of Lot 1 and Part 7 in respect of Lot 2.

#### Lot 1

Price accounts for 15% of the available marks for Lot 1. This 15% has been sub-divided in the manner set out in Part 1. Each of the prices described as "Level 3 Criteria" will be evaluated separately.

For each Level 3 Criterion, the maximum score will be awarded to the Supplier tendering the lowest price. The remaining Suppliers (who have not been excluded from the Procurement Process) will be awarded a proportional score based on their price in comparison the lowest price.

The Authority will use the follow formula:

Lowest price received / Supplier's price x Level 3 Criterion weighting

Any price tendered for Price Question 1- fixed fees, must be expressed as a flat fee to include preparation time for mediations lasting up to 8 hours. One half of the sum of the price tendered will apply for mediations scheduled for four hours.

If the mediation exceeds 8 hours the supplier will be able to claim the hourly rate commensurate with the mediator's experience for each hour or part of an hour completed to the duration of the mediation. See price Question 2- hourly rates.

The Authority has set a maximum ceiling price in respect of Questions 1(a) to 1(c). Any price tendered which is greater than that set out in the table below, will result in the Supplier receiving a score of zero (0) in respect of that Level 3 Criterion.

Question	Cap
Lot 1 Price Question 1(a)	£10,000
Lot 1 Price Question 1(b)	£5,000
Lot 1 Price Question 1(c)	£3,000

The scores achieved under each Level 3 Criterion will then be added together to give a total score for price for Lot 1.

#### Lot 2

Price accounts for 15% of the available marks for Lot 2. This 15% has been sub-divided in the manner set out in Part 1. Each of the prices described as "Level 3 Criteria" will be evaluated separately.

For each Level 3 Criterion, the maximum score will be awarded to the Supplier tendering the lowest price. The remaining Suppliers (who have not been excluded from the Procurement Process) will be awarded a proportional score based on their price in comparison the lowest price.

The Authority will use the follow formula:

Lowest price received / Supplier's price x Level 3 Criterion weighting

Any price tendered for Price Question 1- fixed fees, must be expressed as a flat fee to include preparation time for mediations lasting up to 8 hours. One half of the sum of the price tendered will apply for mediations scheduled for four hours.

If the mediation exceeds 8 hours the supplier will be able to claim the hourly rate commensurate with the mediator's experience for each hour or part of an hour completed to the duration of the mediation. See price Question 2- hourly rates

The Authority has set a maximum ceiling price in respect of Questions 1(a) to 1(c). Any price tendered which is greater than that set out in the table below, will result in the Supplier receiving a score of zero (0) in respect of that Level 3 Criterion.

Question	Cap
Lot 2 Price Question 1(a)	£7,000
Lot 2 Price Question 1(b)	£5,000
Lot 2 Price Question 1(c)	£3,000

The scores achieved under each Level 3 Criterion will then be added together to give a total score for price for Lot 2.