# Invitation to Tender (ITT)

**Instructions and Guidance to Tenderers**

**Competitive Process under the Provider Selection Regime**

**NB – This opportunity is only open to charity and third sector organisations**

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| **Name of Contracting Authority** |  **Birmingham and Solihull Mental Health Provider Collaborative** **Procurement conducted by – Birmingham &Solihull Procurement Collaborative**  |
| **Contract Title**  | **Community Counselling (Provisions from Charity/Third Sector Organisation)** |
| **Contract reference** | **C387018** |
| **Deadline for return of bids** | **3rd November 12.00** |

1. **Introduction**
	1. **The Authority**

The Birmingham and Solihull Mental Health Provider Collaborative (“The Authority”) is a commissioning organisation hosted by Birmingham and Solihull Mental Health Foundation Trust. The collaborative aims to provide quality care rooted in the local community, bringing together the NHS and the Birmingham and Solihull VCFSE Collective to make decisions about the design and delivery of local services.

The Authority serves the greater area of Birmingham and Solihull expanding over six localities with a diverse range of ethnicities, ages, profiles, population densities etc. The authority aims to reduce health inequalities and reduce barriers to access for high quality care in all localities within its remit.

More information regarding The Authority can be found here- https://www.bsmhft.nhs.uk/the-mental-health-learning-disabilities-and-autism-provider-collaborative/

* 1. **Use of electronic Tendering system (Atamis)**

This procurement is being conducted by Birmingham and Solihull Procurement Collaborative [BSOL] on behalf of the authority.

This procurement utilises an electronic Tendering system to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with The Authority, including the submission of Tender responses will be conducted solely via the portal.

A link to the portal can be found here

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

Additionally, please find attached guide to using the supplier portal:

<https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf>

If there are any issues accessing the portal, please contact Health Family Commercial in the first instance. The authority will aim to assist where possible, but cannot guarantee any delays to the process due to technical issues.

1. **Tender Particulars**

**2.1 Contents of the Invitation to Tender**

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

**2.2 Tender Pack**

The Tender Pack comprises the following sections:

* Covering letter
* Invitation To Tender (this document, instructions on tendering)
* Specification (otherwise known as “statement of requirements”)
* Commercial schedule
* Budget Allocation
* Declarations
* Draft Contract
* Technical Questions
* Supplier questionnaire (Via Atamis)

As part of your bid, you will be expected to complete and return:

* Supplier questionnaire – Prequalification questions to be completed via Atamis
* Technical questions - Quality response to be evaluated by The Authority
* Commercial schedule – Financial envelope to be evaluated by The Authority
* Declarations – Acceptance of competitive terms

The Authority reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the tender. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated. The Authority may, in its absolute discretion, exercise the option to extend the Tendering period and postpone or change the closing date, in the event that subsequent documentation is issued or for any other reason.

 **2.3 Background**

Please note – This opportunity is only open to bids from Charity and Third Sector Organisations.

This Invitation to Tender (ITT) has been prepared by Birmingham Solihull Procurement Collaborative on instruction from The Authority.

The Authority is looking for a Service Provider(s) for the Services described within the specification.

This procurement exercise is being carried out in accordance with the Competitive Process as set out in the Provider Selection Regime (PSR). Information around PSR can be found here:

https://www.england.nhs.uk/commissioning/how-commissioning-is-changing/nhs-provider-selection-regime/

The Authority has taken reasonable care to ensure that the information provided is accurate in all material respects. However, the Tenderer’s attention is drawn to the fact that no representation, warranty or undertaking is given by The Authority in respect of the information provided in respect of this transaction and/or any related transaction(s).

The Authority does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on the ITT Pack or any subsequent communication.

No warranties or opinions as to the accuracy of any information provided in the ITT Pack are or shall be given at any stage by The Authority.

In accordance with The Authority’s internal financial instructions and general principles applicable to public procurement, The Authority seeks best value for money in terms of the Contract awarded to any successful Tenderer, based on the Key Criteria and the Basic Selection Criteria.

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

Budget of the Contract:

The authorities’ annual budget for this contract including all possible extensions is – £718,317. Any bids which exceed this budget will not be considered as part of the evaluation process and will be discarded from the competition.

The budget will be split into locality basis, and each lot will have a maximum budget available. Bids for individual lots are not expected to exceed the set budget for that allocated lot, and overall bids must not exceed the budget set for the total service.

**2.4 Lots**

This procurement is divided into the following lots, with the following associated budgets:

Lot 1 – Central (Hall Green, Selly Oak) – £113,422

Lot 2 – East (Hodge Hill, Yardley) - £139,245

Lot 3 – North (Erdington, Sutton Coldfield) - £106,764

Lot 4 - Solihull (Meriden, Solihull) - £107,352

Lot 5 – South (Edgbaston, Northfield) - £107,873

Lot 6 – West (Ladywood, Perry Bar) - £143,661

Further information on budget for each lots can be found within the locality budget allocation document.

Bidders can bid for as many or as little lots as they may find suitable. Bids will be evaluated on an individual lot basis.

Please refer to the specification to understand how the authority wishes for the lead provider to work in partnership across the lots and with each locality leader, as well as additional stakeholders.

**2.7 Confidentiality**

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

**2.8 Transparency**

Tenderers should note the transparency requirements in the Regulations.

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

**2.9 Freedom of Information**

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

You should be aware of The Authority’s obligations and responsibilities under the Disclosure Obligations to disclose information held by The Authority. Information provided by you in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by The Authority under the Disclosure Obligations, unless The Authority decides that one of the statutory exemptions under the FOIA or the EIR applies.

If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided in Appendix 2 to Document 3, you must provide clear and specific detail as to:

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

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

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

 **Processing of Data**

Tender responses are also submitted on the condition that where a Service Provider is a data processor within the meaning of the Data Protection Legislation, it will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with The Authority ’s instructions and will not use such personal data for any other purpose. Where the Service Provider is a data controller within the meaning of the Data Protection Legislation, it will process personal data in accordance with its obligations under the same and in accordance with NHS information governance rules, including, but not limited to Confidentiality: NHS Code of Practice and associated guidance published by The Authority, NHS Digital and the Department of Health and Social Care.

* 1. **Conflicts of Interests**

Each Tenderer shall be under a continuing obligation to promptly notify The Authority of any conflicts of interest of it, any staff of the Tenderer, any consortium member, and/or any sub-contractor relating to this tender process and/or the performance of the Contract if the Tenderer were a Service Provider.

Where The Authority becomes aware of any conflict of interest arising or at risk of arising in respect of a Tenderer, any staff of the Tenderer, any consortium member, and/or any sub-contractor relating to this tender process and/or the performance of the Contract if the Tenderer were a Service Provider (whether as notified by a Tenderer in accordance with paragraph 2.10.1 of this Document 1 of the ITT Pack or otherwise) then The Authority shall:

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

where, in its absolute discretion, The Authority considers that a conflict of interest does distort competition or otherwise undermines the equal treatment of Tenderers it may direct a Tender to take such measures as The Authority shall determine as a condition of continued participation in the tender process or may exclude that Tenderer from further participation in this procurement process.

**2.11 Non-collusion and inducements**

Subject to paragraph 2.11.2 of Document 1 of the ITT Pack, any Tenderer or other supplier which:

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

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

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

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

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

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

in an un-lotted procurement process; or

per lot (in the case a lotted procurement process.

 Tenderers must notify the Authority of their participation in any Tender as a consortium member in any capacity where it is not the lead supplier for a consortium, including for the avoidance of doubt where it proposes to act as a subcontractor for another Tenderer (whether as a Material Subcontractor or otherwise).

Participation in more than one Tender or tendering consortia in respect of the same lot will be regarded as a conflict of interest and must be notified to the Authority in accordance with paragraph 2.10.1 of this Document 1 of the ITT Pack.

**2.12 Canvassing**

Any Tenderer who, in connection with the ITT:

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

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

**2.14 Acceptance of Contract**

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

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

**2.15 The Authority’s Employees**

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

**2.16** **Publicity**

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

**2.17 Notification of Award and Standstill**

The Authority will notify successful and unsuccessful Tenderers in accordance with the Regulations*. A standstill period will take effect in accordance with the Regulations before The Authority enters into any Contract(s).*

**2.18 Contract term**

The Authority proposes to enter into Contract(s) for a maximum period of 4 Years with the successful Tenderer(s). This is dependant on available funding for any possible contract extensions.

The initial contract term shall be 2 years. The extension period for this contract will be 2 years (1+1). Any extensions are dependant upon available funding and agreement between both parties to extend the current provisions.

The anticipated services commencement date is April 1st 2026.

**2.19 Payment and Invoicing**

Payments will be made monthly, in arrears. Consideration will be given for mobilisation costs within the first two

The Authority will pay correctly addressed, valid and undisputed invoices within 30 days in accordance with and subject to the requirements of the Contract. Service Providers to The Authority must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

**Tender Process**

**3.1 General**

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

Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may (in addition to any specific consequences set out in the ITT Pack for any failure to follow any requirement(s)) result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the ITT and the Requirements and the Contract and all contractual obligations.

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

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

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

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

they have and will, comply with all applicable laws, codes of practice, statutory guidance and applicable The Authority policies relevant to the tender process.

Any consortium member and/or subcontractor has and will comply with all applicable laws, codes of practice, statutory guidance and applicable The Authority policies relevant to this tender process (such applicable The Authority policies are set out above);

any tender submitted is submitted on the basis that as a Service Provider the Tenderer, its consortium member and/or subcontractors will comply with all applicable laws, codes of practice, statutory guidance and applicable The Authority policies relevant to the supplies and/or services being supplied.

The Authority shall not be committed to any course of action as a result of:

* Issuing any notice in relation to this tender process, including without limitation any prior invitation notice, any notice on the FTS;
* issuing the ITT Pack or any invitation to participate in this procurement exercise;
* an invitation to submit any response in respect of this procurement exercise;
* communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise;
* communicating the outcome of the tender process to a Tenderer, whether at the start of a standstill period or otherwise; or
* any other communication between the The Authority and any other party.

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

Where a Tender is issued in lots, The Authority reserves the right:

to award some but not all lots; and/or

to award lots on different timelines.

The Authority reserves the right to vary, suspend or cancel the procurement process at any time. As stated in paragraph 3.4.2 of this Document 1 of the ITT Pack, The Authority is not responsible for any costs incurred by Tenderers.

Tenderers should be aware that by submitting a response to this Tender they are representing and warranting that they are capable of performing, as a minimum, the mandatory requirements as detailed within the ITT Pack.

Failure to comply with one or more mandatory requirements or constraints set out in the ITT Pack shall entitle The Authority to reject a Tender in full**.**

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

The Authority reserves the right to include any elements of a successful Tenderers’ response to the Requirements (including any clarification provided by Tenderer and any information provided in any presentation/interview) which are additional and not contradictory to the Requirements as provisions of the Contract between that Service Provider and The Authority.

**3.2 Timetable**

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

|  |  |
| --- | --- |
| **Procurement Stage** | **Date** |
| Publication of competitive process | 29th September  |
| Deadline for clarifications | 17th October  |
| Responses to all clarifications made | 24th October |
| Deadline for responses | 3rd November 12.00 |
| Evaluation and Moderation | 3rd November – 28th November  |
| Internal Governance | 8th December – 16th January |
| Notification of contract award | 19th January |
| Standstill period | 19th January – 28th January  |
| Contract award date | 29th January  |
| Contract commencement date  | 1st April  |

The authority will make every effort to respond to all clarifications made by bidders within the aforementioned time frames but cannot guarantee the ability to respond to every question raised.

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

Please read the ITT Pack carefully. All clarification questions raised by Tenderers about the Requirements or the process of this procurement exercise or any other matter related to this procurement process must be made in accordance with this section.

The Authority will endeavour to answer all clarification questions raised by any Tenderer as quickly as practicable, but cannot guarantee a response time. What constitutes a sufficient answer to any clarification question shall be determined solely by The Authority in its absolute discretion.

Clarification questions must be submitted via the messaging service on The Authority’s e-Tendering portal. Any clarification questions raised outside of The Authority’s e-Tendering portal (whether in person, via Telephone, Fax, Email, or Post) will not be accepted and will not be responded to. Tenderers should note that any attempt to raise clarifications outside The Authority’s e-Tendering portal may constitute canvassing for the purposes of paragraph 2.11 of Document 1 of this ITT Pack.

The deadline for the submission of clarification questions is specified in paragraph 3.2 of Document 1 of this ITT Pack (Timetable). The Authority is under no obligation whatsoever to answer any clarification question raised by a Tenderer after the deadline for submission of a clarification question but The Authority reserves the right to do so in its absolute discretion.

In order to ensure equality of treatment of Tenderers, The Authority intends to publish the clarification questions raised by Tenderers together with The Authority’s answers (but not the source of the questions) to all participants on a regular basis via The Authority’s e-Tendering portal (the “Clarification Log”)

Tenderers should indicate if a clarification question is of a commercially sensitive nature – where disclosure of such clarification question and the answer would, or would be likely to, prejudice its commercial interests. However, if The Authority at its sole discretion considers the clarification question to not be of a commercially confidential nature or to be one which all Tenderers would benefit from seeing both the clarification question and The Authority’s answer, The Authority will:

* invite the Tenderer submitting the clarification question to either consent to the clarification question along with The Authority’s answer to be circulated to all Tenderers; or
* require the Tenderer, if it still considers the clarification question to be of a commercially confidential nature, to withdraw the clarification question.

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

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

**3.4 Preparation of Tender**

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

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

For the avoidance of doubt, The Authority shall have no liability whatsoever to Tenderers for the costs or expenses of Tendering or otherwise participating in this procurement process.

**3.5 Submission of Tenders**

Who may submit a Tender

Tenders shall only be accepted from a single legal entity per Tender submission. Where a Tenderer is submitting a tender as a consortium with other organisations then it may only do so either through a incorporated joint venture legal entity or as a lead contractor. Multi-party tender submissions under which more than one organisation seek to tender as a single bid and where more than one organisation would be proposed as the contract counterparties to The Authority are not permitted.

 Where a Tenderer proposes to utilise sub-contractors to perform all or part of the Requirements in the event that it becomes a Service Provider then the Tender must as part of its Tender identify each Material Subcontractor and the scope of such Material Subcontractor(s)’ intended performance of the Requirements.

Where a Tenderer proposes to utilise sub-contractors to perform all or part of the Requirements in the event that it becomes a Service Provider then irrespective of the requirement set out at paragraph 3.5.2 of this Document 1 of the ITT Pack Tenderers are advised to identify all subcontractors as under the Contract consent to each subcontract will be required from The Authority.

How a Tender must be submitted

Tenderers must complete their Tenders within the Atamis portal set out in the "Supplier Response Form". Failure to do so will render the response non-compliant and the Tender will be rejected.

In evaluating Tenders, The Authority will only consider information provided in the Supplier Response Form.

How to answer questions

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.

If there are any questions that do not apply to a Tenderer, please answer with a N/A with an explanation where appropriate.

Where any section of the ITT indicates a word limit, any response will be evaluated only up to that word limit and any additional information beyond that word limit will not be considered. Tenderers are required to state the number of words used in each of their responses to each question that has a word limit. Such a statement should be included in the response to each such question, but will not count towards the word limit for such question.

Words included within diagrams, tables or other graphic representations utilised in the response to any question will count towards the word limit for the relevant question. This includes any other method of presentation which is not just text.

Where The Authority considers in relation to the response to any question within a Tender that a Tenderer has materially attempted to avoid express word limits by deliberately avoiding the use of normal punctuation or by eliminating the use of spaces between words in the response to any question then The Authority reserves the right not to evaluate the entire response to the relevant question.

Tenderers must only insert, attach or provide attachments as part of their Tender where requested to do so, and only in response to the questions specified by The Authority. If Tenders attach a document where not requested The Authority will not evaluate that document.

Where the ITT Pack requires Tenders, or any part of a Tender, to be submitted in a particular format then the Tender or relevant part (as applicable) must be submitted in the format so specified. Where a Tenderer fails to utilise the format specified in the ITT Pack then The Authority will not evaluate any part of a Tender submitted in a format other than the format specified in the ITT Pack.

Tenders must not be qualified in any way. Any attempt by a Tenderer to qualify any of the provisions of the ITT Pack, including for the avoidance of doubt the Contract, may result in a Tender being disqualified by The Authority as non-compliant. A tender will be considered qualified where it includes any caveats or any other statements or assumptions that are in conflict with the Requirements and/or the Contract and/or the ITT Pack or which would, if applied, have the effect of altering the Requirements and/or the Contract and/or the ITT Pack.

Deadline for Tender Submission

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

Tenders must be submitted via The Authority’s e-Tendering portal no later than the Deadline. Tenders may be submitted at any time before the Deadline.

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

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

Currency for Financial submissions

Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Tender pricing must be provided exclusive of any applicable Value Added Tax.

What must be included in a Tender submission

The Authority requires the following documents to be submitted as a minimum for any Tender to be evaluated:

* Completed and signed Form of Tender – Document 3
* The declarations, value/pricing schedule and other Appendices to Document 3, each completed

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

render the Tender non-compliant (where the information or answer is indicated to be mandatory or a pass/fail question) in which case the Tender will be rejected; or

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

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

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

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

The Authority carrying out all necessary actions to verify the information provided in any such Tender; and

the analysis of your tender response being undertaken by one or more third parties commissioned by The Authority for such purposes.

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

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

The Authority shall have the right to disqualify you and your tender response from the procurement process at any stage if it becomes aware of any omission or misrepresentation in your response to any question.

The Authority shall have the right to disqualify you and your tender response from the procurement process at any stage in the event that there are material changes to any information/position set out in any aspect of your response to the Supplier Information Questionnaire, tender response or other response made following a request by The Authority. For the avoidance of doubt, The Authority may check that there has not been any material changes to the information provided or the positions outlined in any of your responses at any stage and, in the event of any such material change, The Authority reserves the right to disqualify you based on The Authority’s assessment of the updated information/position.

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

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

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

**3.6 Amendments to Tender documents**

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

The Authority reserves the right to:

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

**3.7 Tender validity**

Tenders shall remain valid for 12 days from the Deadline for Tender submission.

**3.8 Tender Return Checklist**

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

1. Supplier questionnaire (Via Atamis)
2. Declarations
3. Technical questions
4. Commercial envelope

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

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

1. **Tender Evaluation**

**4.1 Introduction**

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

**4.2 Evaluation of Tenders**

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

|  |  |
| --- | --- |
| **Criterion**  | **Weighting**  |
| Quality and Innovation | **16%** |
| Value | **11%** |
| Integration, Collaboration and Service Sustainability | **33%** |
| Improving Access, Reducing Health Inequalities and Facilitating Choice | **20%** |
| Social Value  | **20%** |

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

| **Score** | **Interpretation** |
| --- | --- |
| **4****Excellent** | The Tenderer’s response meets all the requirements of the relevant evaluation question and has provided all relevant evidence requested, in the level of detail requested. The Tenderer's response includes Material Added Value of relevance to the Requirements together with evidence supporting the Tenderer’s proposals that provides adequate assurance of the Tenderer’s ability to deliver the proposed Material Added Value.Material Added Value is a clear, specific and unequivocal commitment by a Tenderer to deliver additional services, meet additional quality standards, or provide other additional benefits for The Authority without further cost to The Authority and without amending or reducing the existing requirements of the Requirements and the Contract, which offer a substantive commitment by the Tenderer over and above the express requirements of the Requirements and Contract, and which are capable of being incorporated as express contractual requirements if the Tenderer is successful in being awarded a Contract. |
| **3****Good** | The Tenderer’s response meets all the requirements of the relevant evaluation question and has provided all areas of relevant evidence, in high level of detail.  |
| **2****Satisfactory** | The Tenderer’s response meets several aspects of the requirements of the relevant evaluation question, but has not provided all of the relevant evidence or misses major requirements of the specification.  |
| **1****Poor** | The Tenderer’s response misses a majority of the requirements for key aspects of the service, but meets a small amount of the specification.  |
| **0****Unacceptable** | No response and/or minimal information provided |

Evidence through the above scoring table can be demonstrated in a number of manners, however must detail exactly how the authorities requirements will be met to achieve the corresponding score.

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

Evaluators for this tender will be formed of; Birmingham and Solihull Mental Health Contracts Representative, Birmingham Solihull Mental Health Provider Collaborative Commissioning Representatives and a Mental Health Subject Expert by Experience.

**Moderation**

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

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

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

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

**Minimum Quality Threshold requirement**

Each Tenderer must achieve a minimum score against the questions set out in the Technical Questionnaire of 50%. The Authority shall hold the right to reject any Tender which does not meet or exceed that minimum score against the questions set out in the Technical Questionnaire

**Financial Evaluation**

* 1. Successful tender submissions will then be reviewed using a £ per assessment benefit, as shown in the following calculation (A).

|  |  |
| --- | --- |
| $$A$$ | $$\frac{Bidder Cost}{Bidder Technical, Quality, Social Value Score }$$ |

* 1. The Authority may then award a contract to the winning Bidder who in its sole opinion Tenders the most economically advantageous bid (the lowest £ per assessed benefit) following the completion of the evaluation process.
	2. The Bidder Cost for each Lot is calculated using the scenarios described in the Annex B4 Commercial Response Document.
	3. If it appears to the Authority that any Tender may be abnormally low then the Authority may ask the Bidder to explain its price or costs. If following the Bidder's explanations the Authority is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.
	4. For example;

**Bidder A**

£50,000 (bidders price) / by 500 (bidders non-financial mark) = £100 (£ per assessed benefit)

**Bidder B**

£60,000 (bidders price) / by 750 (bidders non-financial mark) = £80 (£ per assessed benefit)

**Bidder C**

£55,000 (bidders price) / by 700 (bidders non-financial mark) = £78.57 (£ per assessed benefit)

**Application of Weightings**

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

**Total Score**

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

**Contract Award**

**Selection of a Preferred Service Provider**

Following the completion of the evaluation stages set out in section 4 of this Document 1 of the ITT Pack and subject to meeting the requirements at each stage, a single consolidated score will be calculated for each Tenderer. The Preferred Service Provider (s) will be the Tenderer(s) with the lowest £ per assessed benefit.

In the event of a draw the Preferred Service Provider will be the Tenderer with the highest total weighted score for the technical qualifications will be awarded the contract.

**Preferred Service Provider approval**

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

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

The Authority reserves the right to award, or to withhold the award, in part or in full, any element of this contract.

**Contract Signature**

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

Following all necessary approvals within the Commissioner and following the completion of a standstill period (if applicable as set out at paragraph 2.17 above of this Document 1 of the ITT Pack) The Authority may enter a Contract with the Preferred Service Provider or if applicable the Reserve Service Provider