**Document 1**

**Instructions and Guidance to Tenderers**

**Invitation to Tender (ITT)**

|  |  |
| --- | --- |
| **Name of Contracting Authority** | NHS England |
| **Tender for** | **The provision of clinical oversight and stakeholder management** |
| **Contract reference** | **C99576** |
| **Return Deadline** | **14th September 2022** |

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**GLOSSARY**

|  |  |
| --- | --- |
| “NHS England E-Tendering Portal” | means the electronic Tendering portal ‘Atamis’ used by the Authority for this procurement: |
| “Clarifications Log” | has the meaning set out in paragraph 3.3 of this ITT. |
| “Contract” | means the form of contract that the Authority intends to conclude with the successful Tenderer to deliver the Requirements. A form of the Contract to deliver the Requirements is at Appendix 2 to Document 3 of this ITT. |
| “Contracting Authorities” | means a contracting authority as defined in the Regulation 2 of the Public Contracts Regulations 2015 and as amended by Under the Health and Care Act 2022. |
| “Contracts Finder” | means the National portal created by Government for Public Sector Authorities to publish Contract Opportunities and Awards in line with their transparency commitments. |
| “Deadline” | means the Deadline for submission of the Tenders, as set out at paragraph 3.2 of this ITT. |
| “DPA” | means the Data Protection Act 2018 |
| “EIR” | means the Environmental Information Regulations 2004 |
| “Evaluation Criteria” | means the criteria and scoring methodology proposed to assess the Tenders, as set out in paragraph 4 of this ITT. |
| “FOIA” | means the Freedom of Information Act 2000. |
| “Invitation to Tender Questionnaire” | means the on-line questions to be completed and submitted by the Tenderers via the Bravo Portal. |
| “ITT Pack” | means this ITT Pack, means all documents and information issued as part of the ITT including any Schedules and subsequent clarifications |
| “Material Sub-contractor” | means a sub-contractor that is material to the delivery of the Services and on who a Tenderer intends to sub-contract with as informed by the Tenderer’s submission |
| “Regulations” | means the Public Contracts Regulations 2015 (SI 2015/102) as amended. |
| “Supplier” | Means the successful Supplier or Service Provider |
| “Services” | means the services being procured by the Authority under this procurement process as set out within the Statement of Requirements at Document 2 of this ITT |
| “Service Provider” | means a Tenderer (if any) who is successful in this ITT in being awarded and who enters into a Contract with the Authority to deliver the Services. |
| “Statement of Requirements” | means the detailed description of the services, including outputs, to be delivered by the Service Provider through the Contract and found at Document 2 of this ITT (and ‘Requirements’ has the same meaning). |
| “Supplier Response Form” | means the form located within the Authority’s e-tendering portal within which Tenderers must submit their responses to the Authority’s Tender specific questionnaires |
| “Supplier Information Questionnaire” | means the questionnaire that accompanies this Tender to collect important information about the supplier |
| “Tender” | means the response to the Invitation to Tender Questionnaire (and any supporting documentation) to be submitted via the Bravo Portal by the Tenderer by the Deadline and in accordance with the requirements of this ITT. |
| “Tenderer” | Means a single Tendering organisation/person that has expressed an interest in this procurement and is issued with this ITT, in order to Tender to deliver the Requirements |
| “Threshold” | means a minimum pass mark in the Invitation to Tender Questionnaires, as stipulated in the Evaluation Criteria. |
| “Timetable” | means the timetable for this procurement as set out in paragraph 3.2 of this ITT, as amended from time to time at the Authority’s discretion. |
| “TUPE” | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended. |

# Introduction

## NHS England (The Authority): NHS England is an executive non-departmental public body of the Department of Health. NHS England was formally established on 1 October 2012, with full statutory duties and responsibilities from 1st April 2013. From 1 April 2019, NHS England and NHS Improvement are working together as a new single organisation to better support the NHS to deliver improved care for patients.

## The contracting authority will be NHS England and this tender will be conducted in line with their policy and procedures.

## The Authority plays a key role in the Government’s vision to modernise the health service, as described by the Health and Social Care Act, 2012.

## The Authority’s key roles are to:

###### allocate resources to Clinical Commissioning Groups and support them to commission services on behalf of their patients, according to evidence-based quality standards;

###### directly commission primary care, military and offender health and specialised services including high security psychiatric services;

###### take autonomous decisions about how best to allocate commissioning resources, remaining accountable for ensuring expenditure remains within limits set by the Secretary of State for Health;

###### focus on achieving equal access to health services, designed around the needs of the patient, for which we will be held to account by Ministers and Parliament; and

###### deliver improved patient outcomes.

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

## NHS England leads the NHS in England. It sets the priorities and direction of the NHS; it encourages and informs the national debate to improve health and care. NHS England shares out funds and holds organisations to account for spending money effectively for patients and efficiently for the taxpayer.

## NHS England has devised a strategic vision for the NHS, along with its partners in health, called the NHS Long Term Plan. This vision shows that the NHS is getting serious about prevention, identifying and delivering improvements in healthcare, redesigning the NHS so it continues to meet the needs of patients, ensuring the NHS is financially sustainable and engaging the public in this whole process.

## NHS England strongly believes in health and high-quality care for all, now and for future generations.

## NHS England also directly commissions, through its regional teams, healthcare services in a number of specialist areas including specialised services, national public health programmes and health services for people in the justice system.

## Use of electronic Tendering system: The Authority is utilising an electronic Tendering system to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with the Authority including the submission of Tenderers responses will be conducted via the Atamis system: [Login | Health Family eCommercial System (force.com)](https://health-family.force.com/login?)

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

# Tender Particulars

## Contents of the Invitation to Tender

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

## The ITT Pack

###### The ITT Pack comprises the following sections:

###### **Document 1 – Instructions and Guidance** (this document, provided as an attachment)

#### Document 1 provides Tenderers with instructions for the preparation of submissions. It includes an outline of the procurement process; the requirements for Tender submission and the approach to Tender evaluation. Tenderers should note that Document 1 should be read in conjunction with the other documents comprising this ITT Pack and any other information provided by the Authority.

#### The Tender must be submitted in the form specified in all documents issued by the Authority as part of this ITT Pack.

#### Failure to do so may render the response non-compliant and it may be rejected.

###### **Document 2 – Statement of Requirements** (Provided as an attachment)

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

### **Document 3 – Form of Tender** (Provided as an attachment**).**

#### The Form of Tender must be downloaded, signed, scanned and uploaded into the Authority’s e-tendering portal, Atamis.

#### It must be signed:

###### where the Tenderer is an individual, by the individual; or

###### where the Tenderer is a partnership, by two partners, such persons being duly authorised for the purpose by the firm; or

###### where the Tenderer is a company, by two Directors or one Director and the Company Secretary, such persons being duly authorised for the purpose.

### **Appendix 1 to Document 3 – Declarations** (Provided as an attachment).

#### Appendix 1 to Document 3 contains sections that Tenderers must provide their responses to. The responses must be authorised by an authorised signatory of their organisation.

###### **Appendix 2 to Document 3 – T&Cs** – [NHS Standard Ts&Cs](https://www.gov.uk/government/publications/nhs-standard-terms-and-conditions-of-contract-for-the-purchase-of-goods-and-supply-of-services) (Provided as an attachment).

#### Appendix 2 to Document 3 sets out NHS Standard Terms and conditions for the supply of goods and the provision of services (Contract Version). Upon conclusion of this procurement process the resultant Supplier will be required to complete an e-signature process of the Contract.

###### **Appendix 3 to Document 3 – Supplier Code of Conduct** (Provided as an attachment).

#### Appendix 3 to Document 3 sets out the Authority’s supplier code of conduct. Upon conclusion of this procurement process this code of conduct will form a schedule to the resultant Supplier’s Contract. Suppliers are invited to download this document, insert a social value pledge, and uploaded into NHS England’s e-tendering portal, Bravo.

### **Document 4 – ITT Technical Questions** (Provided as an attachment).

#### Questionnaire 2 contains the ITT questions to which Tenderers are to provide their responses to questions within the Authority’s e-tendering portal.

###### Evaluation of Tenderer responses is described fully in section 4 of this instructions document.

###### **Document 5 – Commercial Questionnaire** (Provided as an attachment).

#### Questionnaire 3 contains the Commercial (pricing) questionnaire that is to be downloaded, completed and uploaded back into the Authority’s e-tendering portal by Tenderers.

#### 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 ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated. 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.

## Background

###### This Invitation to Tender (ITT) has been prepared by the Authority.

###### The Authority is looking for a Supplier for the Services described in the Statement of Requirements (Document 2 of this ITT Pack).

###### This procurement exercise is being carried out in accordance with the Authority’s Standing Financial Instructions.

###### 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.

###### 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 this ITT or any subsequent communication.

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

###### Any person considering making a decision to enter into contractual relationships with the Authority or any other person on the basis of the information provided should make their own investigations and form their own opinion of the Authority. The attention of Tenderers is drawn to the fact that, by issuing this ITT, the Authority is in no way committed to awarding any contract and that all costs incurred by Tenderers in relation to any stage of the Tender process are for the account of the relevant Tenderer only.

###### 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 Contracts reached with the successful Tenderer(s).

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

###### **Value of the Contracts**

###### The value of the contract is expected to be no greater than £292,500 (ex. VAT) over 3 financial years commencing 2022/23. Years 2 and 3 will be awarded on an optional basis covering a total time frame of approximately 30 months. Tenderers are invited to demonstrate their commercial competitiveness as part of their submission.

###### The Authority has assessed that VAT will be payable against the contract, but recoverable. VAT will be paid at the presiding rate at the point of invoice.

## Variant Tenders

* + 1. The Authority shall not accept Variant Tenders.

## The Transfer of Undertakings (Protection of Employment) - “TUPE”

###### TUPE is not considered to apply to this tender.

## 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.

## Transparency

###### Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, the Authority’s Tender documents and the resultant Contract (with appropriate redactions) will be published on the Contracts Finder website:

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

## 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 by virtue of such marking. You accept that the decision as to which 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 and/or may be used by the Authority in accordance with the provisions provision of this ITT.

###### Tender responses are also submitted on the condition that the appointed Supplier 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. The contracted supplier will undertake to process any personal data on the Authority’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

###### Tenderers should not unreasonably mark complete sections as commercially sensitive and even where information is marked as such the Authority may still be under a duty to disclose.

## Non-collusion and inducements

###### Any 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 advisors and payments made in relation to the valid remuneration of its advisors);

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.

## 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 Corruption Acts 1889 to 1916; or

###### 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 supplier may attract.

## Copyright

###### The copyright in this ITT Pack is vested in the Authority.

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

## Acceptance of Contract

###### By submitting a Tender, you are agreeing to be bound by the terms of this ITT and 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.

## 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 this ITT or any other matter relating to the Contract.

## 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 ITT 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.

## Contract term

### The Authority proposes to enter into a Contracts for a period of financial year 2022/23 with the successful Tenderer(s). Following the initial term the contract can be extended for 2023/24 and 2024/2025 as optional extensions at the Contract Authority’s discretion.

### The anticipated service commencement dates are: Monday 10th October 2022 with a first year contract end date on Friday 31st March 2023.

## Payment and Invoicing

### The Authority will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to the Authority must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for the Authority include:

###### A description of the good/services supplied is included.

###### The Authority’s reference number/Purchase Order number is included.

###### The Provider will be expected to submit all invoices via the Authority’s e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system.

###### Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

# Tender Process

## General

###### These instructions are designed to ensure that all Tenderers are given equal and fair consideration. Please contact the Authority via the messaging service on the 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 result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Requirements and contractual obligations.

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

###### These instructions, with other instructions issued in connection with it, constitute the conditions of the ITT. Participation in the Tender process automatically signals that the Tenderer accepts this.

###### The Tenderer shall ensure that each and every sub-contractor, consortium member and advisor abide by the terms of these conditions of the ITT Pack. By submitting a Tender, the Tenderer confirms that they will, and that they shall ensure that any consortium members 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. Copies of the Authority’s policies can be found by clicking on the following link: [www.england.nhs.uk/contact-us/pub-scheme/pol-proc](http://www.england.nhs.uk/contact-us/pub-scheme/pol-proc)

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

###### issuing this ITT 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; or

###### any other communication between the Authority and any other party.

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

###### The Authority reserves the right to vary, suspend or cancel the procurement process at any time without explanation. As stated in section 3.4.2, 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 agreeing that they are capable of performing, as a minimum, the mandatory requirements as detailed within this ITT Pack at document 2. Failure to comply with one or more mandatory requirements or constraints shall entitle the Authority to reject a Tender in Full**.**

###### Further, the requirements detailed within the ITT Pack and any elements of a successful Tenderer’s response to these requirements which are additional and not contradictory to the Requirements will form part of the Contract(s) between the Service Provider(s) and the Authority. This covers all mandatory requirements as well as any desirable requirements to which the Tenderer responds.

## 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.

|  |  |
| --- | --- |
| **Date** | **Activity** |
| 15/08/2022 | Publication of Invitation to Tender |
| 22/08/2022 | Deadline for receipt of clarification requests (13:00) |
| 29/08/2022 | Deadline for return of clarification requests (17:00) |
| 14/09/2022 | Deadline for tender returns 13:00 |
| 30/09/2022 | Outcome letters issued |
| 30/09/2022 | Contracts awarded. Stand still period commences |
| 10/10/2022 | Contractual services commence |

## Clarifications relating to this Tender

###### Please read this ITT carefully. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with this section.

###### The Authority will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.

###### Clarification requests must be submitted via the messaging service on the Authority’s e-Tendering portal, Atamis.

###### No further requests for clarifications, unless considered by the Authority to be fundamental to the procurement, will be accepted after the query submission Deadline specified in the timetable at paragraph 3.2 ‘Timetable’.

###### In order to ensure equality of treatment of Tenderers, the Authority intends to publish the questions and clarifications raised by Tenderers together with the Authority’s responses (but not the source of the questions) to all participants on a regular basis.

###### Tenderers should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if the Authority at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and the Authority’s response, the Authority will:

###### invite the Tenderer submitting the query to either declassify the query and allow the query along with the Authority’s response to be circulated to all Tenderers; or

###### request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

###### The Authority reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## Preparation of Tender

###### Information that is supplied 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 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 Tenders, whether before or after the closing date and whether incurred directly by them or their advisors and regardless of whether such costs arise as a consequence directly or indirectly of any amendments made to this ITT 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 all other stages of the selection and evaluation process. Under no circumstances will the Authority, or any of their advisors, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisors in this process.

###### For the avoidance of doubt, the Authority shall have no liability whatsoever to Tenderers for the costs of Tendering.

## Submission of Tenders

###### Tenderers must ensure that their Tender covers all the information required by this ITT. A check list of return requirements is set out in paragraph 3.5.14.

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

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

### 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 N/A and an explanation where appropriate.

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

### Tenderers must adhere to the question length requirements in their response to each question.

###### Tenders must not be qualified in any way. Any attempt to qualify any of the provisions of this ITT including its schedules may result in a Tenderer being disqualified as non-compliant.

###### The Authority may at its own absolute discretion extend the Deadline for receipt of Tenders specified in the timetable. Any extension to the Deadline granted under this paragraph will apply to all Tenderers.

###### Tenders must be submitted via the Authority’s e-Tendering portal no later than the ITT submission Deadline specified in paragraph 3.2 ‘Timetable’. Tenders may be submitted at any time before the Deadline.

###### Tenders received before this Deadline will be retained unopened until the opening date.

###### 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 excluding Value Added Tax.

###### The Authority does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

###### The Authority requires the following documents to be submitted as a minimum for your Tender to be accepted (via the Atamis portal):

###### Completed and signed Form of Tender – Document 3;

###### The Technical Questionnaire, commercial schedule) and other Appendices to Document 3, each completed as required; and

###### Any other information required by the Authority to be submitted as part of the Tender.

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

###### Your tender response is submitted on the basis that you consent to the Authority carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by the Authority for such purposes.

###### A Tender or any other document requested by the Authority may be rejected which:

###### contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;

###### contains handwritten amendments which have not been initialled by the authorised signatory;

###### does not reflect and confirm full and unconditional compliance with all of the documents issued by the Authority forming part of the ITT;

###### contains any caveats or any other statements or assumptions qualifying the tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by the Authority in any way;

###### is not submitted in a manner consistent with the provisions set out in this ITT; and

###### is received after the Deadline.

###### 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 or in the event that there are material changes to a position/information 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 have not been any material changes to the information provided or the positions outlined in your response at any stage and, in the event of any change, the Authority reserves the right to disqualify you based on an assessment of the updated information.

###### 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.

## 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 the ITT documents or requirements on Tenderers;

###### cancel the procurement process at any stage; and/or

###### require the Tenderer to clarify its Tender submission in writing and/or provide additional information (See paragraph “Clarifications of ITT questions by Tenderers” for more details).

## Tender validity

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

# Tender Evaluation & Methodology

## ITT Technical Questions

###### Tenderers will respond to a set of questions or tasks to show how they meet our award criteria (relating to each Lot bid for). Tenderers will be scored in relation to those criteria using the following scale:

| **Score** | **Interpretation** |
| --- | --- |
| **4**  **Excellent** | High degree of confidence that the Potential Provider’s proposal will meet the requirements, demonstrated through a very good understanding of the issues and what is being asked for. Proposals set out how and what will be delivered. |
| **3**  **Good** | Good understanding of the issues, good level of detail, and demonstrated that proposals are feasible so that there is a good level of confidence that they will deliver the requirements. |
| **2**  **Satisfactory** | Generally understands and addresses issues appropriately. Some areas of misunderstanding, provide a low level of detail, and/or provide more of a “model answer” than a true commitment, so only provides some confidence they will deliver requirements. |
| **1**  **Poor** | Some misunderstandings and a generally low level of information and detail provided. Fails to meet the requirements in many ways and/or materially in one or more ways and provides insufficient confidence of ability to meet and deliver the requirements. |
| **0**  **Unacceptable** | Failure to understand and/or failure to substantial failure to provide and/or provides no confidence that the requirements will be delivered. |

## 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 Authority’s overall objectives and the criteria set out below.

###### The Authority will offer the commissions to the Tenderer(s) with the highest overall score that meets the minimum technical criteria requirements.

## Methodology

###### The following evaluation methodology will be used to score the ITT Technical responses to Tenders for Each Lot:

###### The Authority will reject any Tender which does not meet the overall threshold of 70% in respect of all award criteria.

###### A breakdown of award criteria question weightings and section weightings is set out below:

|  |  |  |
| --- | --- | --- |
| **Ref** | **Technical/Quality Question** | **Weighting** |
| 1. | **Approach & Methodology:**  Demonstrate how your organisation will successfully find and work with appropriate stakeholders that will help to take the recommendations of the [Richards review](https://www.england.nhs.uk/wp-content/uploads/2020/11/diagnostics-recovery-and-renewal-independent-review-of-diagnostic-services-for-nhs-england-2.pdf) forward  Demonstrate how your organisation can use the recommendations from the Richards view to optimise the use of existing provision and manage the safe delivery of diagnostic transformation post pandemic and reduce diagnostic backlogs.  **Maximum word count: 750** | 20% |
| 2. | **A Team that can deliver:**  Provide details of the team proposed, including bios summarising experience and qualifications, clarifying why the members proposed of the team are best suited to this requirement. Responses to include:   * Inclusion of relevant industry best practice that can be applied to the health sector. * Inclusion of successful Stakeholder engagement and management * Inclusion of leading/managing multi-disciplinary panels, giving examples of successes and lessons learned   **Maximum word count: 500** | 15% |
| 3. | **Understanding of the NHS’ operating environment.**   * Demonstrate your understanding of the NHS’ operating environment, and its ambitions as set out within the NHS Long Term Plan. * Demonstrate your understanding of the [Richards Review](https://www.england.nhs.uk/wp-content/uploads/2020/11/diagnostics-recovery-and-renewal-independent-review-of-diagnostic-services-for-nhs-england-2.pdf) in Diagnostics Recovery and Renewal (published 2020)   **Maximum word count: 500** | 15% |
| 4. | **Track record of delivery**  Demonstrate your organisation’s recent experience in this area including an example of a similar services that you have successfully delivered, briefly detailing your approach and the outcomes, preferably in the health or public sector. Please summarise the challenges and lessons learnt. **Maximum word count: 350** | 10% |
| **Ref** | **Technical/Quality Question** | **Weighting** |
| 1. | **Social Values**  **Covid 19 Recover**  Demonstrate how your organisation would support organisations to manage and recover from the impacts of COVID-19, including where new ways of working are needed to deliver services and support individual resilience, health and wellbeing.  **Maximum word count: 500** | 5% |
| 2. | **Climate Change:**  Detail how, through the delivery of the contract, you plan to reduce the road miles required for the provision and running of the service in scope  **Maximum word count 500** | 5% |

## Price Evaluation

###### Tenderers are required to submit a capped fee to cover the full scope of the Services as described in the Statement of Requirements and the Commercial Schedule.

###### In addition to a total capped rate, Tenderers have the option to detail, in their submitted commercial questionnaire, additional day rates for key members of staff for additional work that may be requested outside of the main scope. This will not be scored but will used to track and manage utilisation over the term of the Contract.

###### The Authority will not accept abnormally low bids which it feels will jeopardise the performance of the appointee who may lose impetus, if working at a loss, or show reluctance to engage at the level required.

###### Where the Authority considers a Tenderer to have submitted an abnormally low bid in relation to the requirement, the Authority reserves the right to seek clarification from the Tenderer as to how the Tenderer’s bid has been priced.

###### Where the Authority considers that the explanation by the Tenderer is insufficient to justify that the abnormally low bid is sustainable, then the Authority may, at its discretion, reject the Tenderer’s submission as being abnormally low.

## Commercial Weighted Score and Pricing

###### For the commercial element, Tenders will be evaluated using the Lowest Price Inverse Proportion (LPIP) methodology.

*Weighted Score = Lowest Cost/Tender Cost x Price Weighting*

###### The commercial evaluation will total 30% and will be scored with regards to Tenderer’s price. This mark will be the Tenderers Weighted Commercial Score.

## Budget constraints:

###### A maximum budget of £173,340 ex VAT applies.

###### Only prices submitted that are within the maximum budgets stated in paragraphs 4.6.1 of this document will be evaluated. Any Tender that includes any price which exceeds any of the maximum budgets or caps stated in paragraphs 4.6.1 will be classed as non-compliant and the Authority will have the right to reject the Tender.

## Tender Presentation Stage

## Following initial evaluation, up to three top ranked compliant tenders may be invited to attend tender clarification meetings. The requirement for this is optional and those tendering organisations will be notified in due course.

## Total Score

###### A Tenderer’s Total Score will = Tenderer’s Weighted Quality Score + Tenderer’s Weighted Commercial Score.

###### A Tenderer’s Total Score is out of a maximum total of 100.

###### A Tenderer’s Weighted Quality Score is out of a maximum total of 60%.

###### A Tenderer’s Weighted Social Value Score is out of a maximum of 10%.

###### A Tenderer’s Weighted Commercial Score is out of a maximum total of 30%

###### **Rounding:** Once a Tenderer’s Quality Weighted Score has been calculated it will be rounded to two decimal places. Rounding of scores for the quality assessment will not occur before this point.

###### **Rounding:** Tenderers Weighted Commercial Score will be rounded to 2 decimal places.

**End**