



## **BIRMINGHAM AND SOLIHULL PROCUREMENT COLLABORATIVE**

acting on behalf of

Birmingham Women's and Children's NHS Foundation TrustForward Thinking Birmingham

Birmingham and Solihull Mental Health NHS Foundation Trust

Invitation to Tender for the Provision of Recovery House Facility including Staffing

**Tender Reference: PROC.90.005**

Deadline for Tenders to be received: as per date and time in Atamis

## **SECTION A – INSTRUCTIONS AND INFORMATION**

## **TABLE OF CONTENTS**

<b>1</b>	<b>INTRODUCTION AND BACKGROUND.....</b>	<b>1</b>
<b>2</b>	<b>TENDER TIMETABLE .....</b>	<b>5</b>
<b>3</b>	<b>INSTRUCTIONS TO BIDDERS .....</b>	<b>7</b>
<b>4</b>	<b>TENDER EVALUATION METHODOLOGY AND CRITERIA .....</b>	<b>14</b>
<b>5</b>	<b>STAFF.....</b>	<b>18</b>
	<b>ANNEX A1 NHS TERMS AND CONDITIONS .....</b>	<b>19</b>

## 1 INTRODUCTION AND BACKGROUND

- 1.1 University Hospitals Birmingham NHS Foundation Trust (UHB) host the Birmingham and Solihull (BSOL) Procurement Collaborative, a shared procurement service acting on behalf of multiple Trusts within the Birmingham and Solihull Integrated Care System.
- 1.2 The BSOL Procurement Collaborative acting on behalf of Birmingham Women's and Children's NHS Foundation Trust, Forward Thinking Birmingham and Birmingham and Solihull Mental Health NHS Foundation Trust (the "**Authority**") is issuing this invitation to tender ("**ITT**") in connection with the competitive procurement of the Provision of Recovery House Facility.
- 1.3 This procurement may be accessed by any party within the Birmingham and Solihull (BSOL) Integrated Care System (ICS) throughout the duration of the contract. Further information about the ICS including the current members can be found at:  
<https://www.birminghamsolihullics.org.uk/>
- 1.4 This ITT Section A contains further information about the procurement process.
- 1.5 Bidders must complete the Eligibility Questions (as referred to in section 3 of this Section A of the ITT) and the questions contained in Section B of the ITT. Each Bidder's response ("**Tender**") should be detailed enough to allow the Authority to make an informed award decision.
- 1.6 All Tenders must be returned no later than the deadline for receipt of Tenders specified on the front cover of this ITT.

### Contents of the ITT

- 1.7 This ITT document consists of:

Section A – Instructions and information	
1	Introduction and background
2	Tender timetable
3	Instructions to Bidders
4	Tender evaluation methodology and criteria
5	Staff
Annex A1	NHS Terms and Conditions
Annex A2	Social Value Model Tender Response Guidance Document
Section B – Tender Schedules (to be returned by Bidders)	
Annex B1	Eligibility Questions and Responses
Annex B2	Specification
Annex B3	Tender Response Document

Annex B4	Commercial Schedule
Annex B5	Confidential and Commercially Sensitive Information
Annex B6	Administrative Instructions
Annex B7	Form of Tender
Annex B8	Social Value Evaluation – Bidder Response
Annex B9	Information Governance

### Introduction to the Procurement

- 1.8 Birmingham and Solihull Mental Health NHS Foundation Trust (BSMHFT) and Birmingham Women's and Children's NHS Foundation Trust Forward Thinking Birmingham provides a comprehensive mental healthcare service for residents of Birmingham and Solihull, and a range of specialist mental health services to communities across the West Midlands and beyond.
- 1.9 The Trust operates out of more than 40 sites, serves a culturally and socially diverse population of 1.3 million spread over 172 square miles, has an income of more than £240million and a dedicated workforce of around 4,000 staff. A wide range of local and regional services and partnerships covering inpatient, community and specialist mental healthcare make it one of the most innovative and complex mental health foundation trusts in the country. Further information can be obtained from <https://www.bsmhft.nhs.uk/>
- 1.10 Birmingham and Solihull Mental Health NHS Foundation Trust (BSMHFT) and Birmingham Women's and Children's NHS Foundation Trust Forward Thinking Birmingham are agreeing a multi-agency collaborative to provide short stay environments for individuals experiencing an acute mental health crisis, aged 18+.

Such a facility would provide a viable recovery-based resource for those who may be escalating toward a psychiatric inpatient admission and for those who may be considered for a step-down provision from an acute inpatient bed. It is intended to support those who would benefit from brief biopsychosocial interventions during short term crisis. The crisis would be viewed as "the moment when the typical activities of the service user's day break down".

The commissioners are assessing two options to optimize the launch of a new service, offering flexibility for market providers to choose their preferred collaborative model. Due to the two different regulations, there will be two separate tenders:

PROC.90.005: The provider will supply a house and collaborate with the commissioners to deliver a shared staffing model. This option falls under the Public Services Regulations (PSR), as it involves service provision beyond just the physical property.

PROC.90.019: The provider will supply a house only, which is regulated under the Public Contracts Regulations (PCR) 2015, as it pertains solely to the procurement of the property without additional services.

The commissioners will evaluate both options to determine which offers the best opportunity to help service users identify the nature of their crisis and work towards recovery-oriented goals.

In this tender, Commissioners are seeking an organisation:

-Provide accommodation and a shared staffing model

The service will be delivered by a single Provider and will operate on preferably a single site (although consideration for 2 sites within close proximity to each other would be considered to ensure a gender specific option) within a 5-mile radius of Birmingham City Centre.

The service will need to accommodate a minimum of 10 beds and within this number, we would require the flexibility to offer a female only area of 4 beds (e.g. a particular floor or wing of the house). The rationale for the separate female only area is to ensure we can appropriately support vulnerable females whilst also supporting ethnic and cultural sensitivities of the diverse Birmingham population.

- 1.11 Full details of the Authority's requirements are set out in the Specification in Annex B2 of Section B.
- 1.12 The duration of this contract will be 3 years, however, may be extended provided that the duration of this Contract shall be no longer than 5 years in total.
- 1.13 The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. Suppliers are encouraged to work with the Authority to support the wider SME initiative.
- 1.14 The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative: <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>.

#### **Purpose and scope of this ITT**

- 1.15 This ITT:
  - 1.15.1 invites Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
  - 1.15.2 sets out the overall timetable and process for the procurement;
  - 1.15.3 provides Bidders with sufficient information to enable them to submit a compliant Tender;
  - 1.15.4 sets out the award criteria and Tender evaluation model that will be used to evaluate the Tenders; and
  - 1.15.5 explains the administrative arrangements for the receipt of Tenders.

### Questions about this ITT

- 1.16 You may submit, by no later than the date and time state in the portal, any queries that you have relating to this ITT. The Authority is using the Atamis e-tendering portal to conduct the procurement process ("**The e-Tendering Portal**"). The e-Tendering Portal can be accessed at <https://health-family.force.com/s/Welcome> Please therefore submit such queries via the e-Tendering Portal.
- 1.17 Any specific queries should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually. The Authority may decline to answer queries received after the above deadline.
- 1.18 Answers to the questions received by the Authority will be circulated to all Bidders via the e-Tendering Portal. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Authority may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Bidder.

## 2 TENDER TIMETABLE

### Key dates

- 2.1 The procurement will follow a clear, structured and transparent process to ensure a fair and level playing field so that all Bidders are treated equally.
- 2.2 The key dates for this procurement are currently anticipated to be as follows:

Event	Date
ITT issued	22 <sup>nd</sup> October 2024
Deadline for the receipt of clarification questions	4 <sup>th</sup> November 2024
Target date for responses to clarification questions	11 <sup>th</sup> November 2024
Deadline for receipt of Tenders	21 <sup>st</sup> November 2024
Site Visits	9 <sup>th</sup> – 11 <sup>th</sup> December 2024
Evaluation of Tenders	13 <sup>th</sup> December 2024
Notification of contract award decision	14 <sup>th</sup> January 2025
Standstill period	15 <sup>th</sup> January 25 – 23 <sup>rd</sup> January 2025
Contract award	24 <sup>th</sup> January 2025
Contract work starts	February 2025

- 2.3 Whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

### Deadline for receipt of Tenders

- 2.4 Bidders must submit their Tenders in the manner prescribed in section 3 below no later than the date and time specified on the front cover of this ITT.
- 2.5 Any Tender received after the deadline or by any method other than the method prescribed in section 3 below may not be considered. The Authority may at its discretion extend the deadline and in such circumstances the Authority will notify all Bidders of any change.

### Clarification Meetings

- 2.6 Following the assessment of the Tender, the Authority may invite Bidders to a clarification meeting. If required, this will take place between receipt of Tenders and announcement of successful Tender. It is anticipated that Bidders will be provided with at least two (2) business days' notice if a meeting is to be required. The Authority typically will only require meetings with what it considers are the best three Bidders. In exceptional circumstances, all Bidders will be requested to attend a meeting.
- 2.7 Bidders must ensure that key personnel attend. Those key personnel directly involved in performing the contract will be expected to attend.
- 2.8 Bidders can either accept or decline a request for such a meeting. However, it is in the interests of the Bidder to attend and provide additional confidence in its proposals to the Authority.

### **Eligibility evidence**

- 2.9 Bidders are required to provide information about their eligibility for this procurement and some of that information will be self-certified as accurate. During the standstill period, the Authority will require the successful Bidder to provide the following:
- 2.9.1 proof as required in the Provider Selection Regime Regulations 2023, Regulation 20 that none of the mandatory or discretionary grounds of exclusion referred to in the Eligibility Questions;
  - 2.9.2 proof as required in the Provider Selection Regime Regulations 2023, Regulation 19, that you have the minimum level of economic and financial standing;
  - 2.9.3 copies of the required insurance as set out in the Eligibility Questions;
  - 2.9.4 a copy of your Health and Safety Policy

### **Contract award**

- 2.10 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
- 2.11 Once the Authority has reached a decision in respect of a contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Provider Selection Regime Regulations 2023 12 and 14(3) before entering into any contract(s).



### 3 INSTRUCTIONS TO BIDDERS

#### Eligibility Questions and Responses

- 3.1 The Eligibility Questions is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion<sup>1</sup>. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).
- 3.2 A completed declaration of Part 1 and Part 2 of the Eligibility Questions provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2 of the Eligibility Questions. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

#### Supplier Selection Questions: Part 3

- 3.3 This procurement document provides instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.
- 3.4 If the relevant documentary evidence referred to in the Eligibility Questions is not provided upon request and without delay the Authority reserves the right to amend the contract award decision and award to the next compliant bidder.

#### Consequences of misrepresentation

- 3.5 If you seriously misrepresent any factual information in filling in the Eligibility Questions, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

#### Notes for completing the Eligibility Questions

- 3.6 “You” / “Your” refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term “potential supplier” is intended to cover any economic operator as defined by Provider Selection Regime Regulations 2023 (referred to as the “regulations”) and could be a registered company; the lead contact for a group of economic operators; charitable

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<sup>1</sup> For the list of exclusion please see [https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/551130/List\\_of\\_Mandatory\\_and\\_Discretionary\\_Exclusions.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/551130/List_of_Mandatory_and_Discretionary_Exclusions.pdf)

organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

- 3.7 Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
- 3.8 The Authority recognises that arrangements set out in section 1.2 of the Eligibility Questions, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 of the Eligibility Questions is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
- 3.9 For Part 1 and Part 2 of the Eligibility Questions every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
- 3.10 For answers to Part 3 of the Eligibility Questions - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration
- 3.11 The Authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure

#### **Formalities for submission of Eligibility Questions**

- 3.12 The Eligibility Questions are structured in three separate parts:
- 3.12.1 Part 1: Basic information about the Bidder, including contact details, details of parent companies and group bidding;
  - 3.12.2 Part 2: Self-declaration regarding whether or not any of the mandatory or discretionary exclusion grounds apply; and
  - 3.12.3 Part 3: Self-declaration regarding whether or not you meet the selection criteria in respect of your financial standing and technical capacity.
- 3.13 Bidders must log-on to the e-Tendering Portal in order to complete the Eligibility Questions.

#### **General Formalities for submission of Tenders (including the Eligibility Questions)**

- 3.14 Bidders must submit their Tenders by completing the online tender response form. Completed Tenders must be submitted using the e-Tendering Portal. Bidders should ensure that they allow plenty of time to upload their Tenders, particularly where there are large documents. If Bidders have any problems with the e-Tendering Portal, they should contact

the helpdesk on 0800 9956035 or [support-health@atamis.co.uk](mailto:support-health@atamis.co.uk). The helpline is open Monday to Friday between 8am and 6pm excluding public and bank holidays. As noted above, any Tender responses received after the deadline may not be considered.

- 3.15 The maximum file size for uploading documents is 25MB per file. You should split your Tender into small enough file sizes to upload. Note: the Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. For this reason it is recommended that Bidders should ensure files are well below the maximum stated and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the deadline.
- 3.16 Bidders must adhere to the following standard requirements when submitting their Tenders:
- 3.16.1 Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced if necessary.
  - 3.16.2 The Tender must be in English
- 3.17 Where a word count limit is specified, Bidders should state how many words their response contains. The Authority reserves the right not to consider any part of a response exceeding the word limit. Words included within diagrams or other graphic representations will count towards the word limit.
- 3.18 The Tender must be clear, concise and complete. The Authority reserves the right to mark Bidders down or exclude them from the procurement if their Tenders are ambiguous or lack clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, do not include extraneous presentation materials.
- 3.19 Tenders will be evaluated on the basis of information submitted by the deadline. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.
- 3.20 As part of the evaluation process, site visits are required where relevant stakeholders will assess the premises as outlined in Annex B3 of the Tender Response. Please provide available time slots for visits, with each site visit lasting 30 minutes, on either the 9<sup>th</sup>, 10<sup>th</sup> or 11<sup>th</sup> December 2024.
- 3.21 The Tender must be signed by a duly authorised representative of the Bidder.

#### **Modification and withdrawal of Tenders**

- 3.22 Except as set out in paragraph 3.19, no Tender may be modified after the deadline for receipt of Tenders.
- 3.23 Tenders may be withdrawn at any time before the deadline for receipt of Tenders. Revised Tenders may be submitted up until the deadline for receipt of Tenders.

### **Terms and conditions**

- 3.24 The contract will include the NHS Terms and Conditions set out in Annex A1. It is vital that the Bidder reviews these carefully, and takes account of all information such as TUPE, key performance indicators and insurance requirements and that the Tender fully takes account of these. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the NHS Terms and Conditions without further negotiation or amendment.

### **Consortia and subcontractors**

- 3.25 If the Bidder is a consortium or will rely on sub-contractors to deliver the contract, it must explain in its Tender precisely which entities will be the supplier.
- 3.26 For the purposes of this ITT, the following terms apply:
- 3.26.1 *Consortium arrangement* - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
  - 3.26.2 *Subcontracting arrangement* - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier but envisage that one of their number will be the supplier, the remaining members of that group will be subcontractors to the supplier.
- 3.27 If the Bidder intends to sub-contract any material parts of the contract, it must explain which parts will be sub-contracted, who the sub-contractor is, confirm the sub-contractor has agreed terms of supply and what contractual commitment it has from the sub-contractor to deliver.

### **Warnings and disclaimers**

- 3.28 While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its annexes) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 3.29 If a Bidder proposes to enter into a contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
- 3.30 Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

## **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 3.31 As a public body, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR"). The Authority may therefore be required to disclose information submitted by the Bidder.
- 3.32 In respect of any information submitted by a Bidder that it considers to be confidential or commercially sensitive the Bidder should:
- 3.32.1 clearly identify such information as confidential or commercially sensitive;
  - 3.32.2 explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
  - 3.32.3 provide a reasoned estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 3.33 This information must be listed in Annex B5 to Section B of this ITT, with a statement of which exemptions are relevant under FOIA and/or the EIR.
- 3.34 Where a Bidder identifies information as commercially sensitive, the Authority will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with FOIA or the EIR. Accordingly, the Authority cannot guarantee that it will withhold information marked 'confidential', 'commercially sensitive' or otherwise exempt.

### **Publicity**

- 3.35 No publicity regarding the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

### **Bidder conduct and conflicts of interest**

- 3.36 Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:
- 3.36.1 devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
  - 3.36.2 enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
  - 3.36.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;

- 3.36.4 canvass the Authority or any employees or agents of the Authority in relation to this procurement; and/or
  - 3.36.5 attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Bidder or Tender (except for debrief information requests made through the e-Tendering Portal).
- 3.37 Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisers. Bidders should notify the Authority promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Authority.

#### **Authority's rights**

- 3.38 Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to:
- 3.38.1 waive or change the requirements of this ITT from time to time;
  - 3.38.2 seek clarification or documents in respect of a Bidder's submission;
  - 3.38.3 disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT;
  - 3.38.4 disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender or the Tender process;
  - 3.38.5 withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
  - 3.38.6 choose not to award any contract as a result of the current procurement process; and
  - 3.38.7 make whatever changes it sees fit to the timetable, structure or content of the procurement process.

#### **Bid costs**

- 3.39 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

#### **Language**

- 3.40 Tenders, all documents and all correspondence relating to the Tender must be written in English.

#### **Transparency**

- 3.41 In accordance with the Provider Selection Regime Regulations 2023 and the Government's policy on transparency, Bidders should be aware that the Authority intends to make the ITT

and details of any subsequent contract publicly available, by publication on the Government's Contracts Finder portal.

**Governing Law and Jurisdiction**

- 3.42 This ITT and any dispute concerning it (including non-contractual disputes or claims) shall be governed by English law and subject to the jurisdiction of the English Courts.

## 4 TENDER EVALUATION METHODOLOGY AND CRITERIA

### Overview

- 4.1 This section of the ITT sets out the criteria that the Authority will use to evaluate Tenders.
- 4.2 Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, the Authority may deduct marks when scoring it, or it may treat the Tender as non-compliant and reject it.
- 4.3 The Authority will award the contract to the Tender that scores the highest marks, applying the methodology below. Scoring will be carried out as follows:
- 4.3.1 The Bidder must pass all Eligibility Questions.
- 4.3.2 The Authority will then mark Annex B3 & B8 of Section B (Tender Response Document) ("**Scored Questions**") for all Bidders that pass all the Eligibility Questions.
- 4.4 The Authority will mark Eligibility Questions as described in paragraphs 4.5 to 4.7 below. It will mark the Scored Questions as described in paragraphs **Error! Reference source not found.** to 4.11

### Criteria – Eligibility Questions

- 4.5 The Authority will score Eligibility Questions on the following basis:

Eligibility Questions	Selection criteria	Self-Certify
Section 1: Potential supplier information	For information only	N/A
Section 2: Grounds for mandatory exclusion	Pass or Fail	Yes
Section 4: Grounds for discretionary exclusion	Pass or Fail	Yes
Section 5: Economic and Financial Standing	Pass or Fail	Yes
Section 6: Technical and Professional Ability	Pass or Fail	Yes
Section 7: Insurance	Pass or Fail	Yes
Section 8: Data Protection	Pass or Fail	Yes



Section 9: Health & Safety	Pass or Fail	Yes
Section 10: Prompt Payment	Pass or Fail	Yes
Section 11: Carbon Exclusion Measure	Pass or Fail	Yes
Section 12: Skills and Apprenticeships	Pass or Fail	Yes
Section 15: Tackling Modern Slavery in Supply Chains	Pass or Fail	Yes
Section 17: Contact Details and Declaration	Pass or Fail	Yes
Section 18: Project specific questions	Pass or Fail	Yes

4.6 To score a "pass", the Tender must:

- 4.6.1 for all questions where self-certification is required (as detailed above), include a self-certification and the successful Bidder will be asked to provide supporting evidence during the standstill period; and
- 4.6.2 for questions where self-certification is not required (as detailed above), adequately address all key points and include adequate supporting evidence / examples / information. It must give a reasonable degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract.

4.7 Where a Bidder scores a "fail" for any question, the Authority will treat the Tender as non-compliant and it will not award a mark for the Scored Questions.

In the example above, Bidder C would be ranked the most economically advantageous bid.

**Criteria – Scored Questions: technical and quality evaluation**

4.8 The prices submitted by the Bidder on the Commercial Response Document will be assessed against their overall non-financial mark to give a cost per assessed benefit. The price submitted will be divided by the total score from the technical response to calculate the cost per assessed benefit.

- 4.9 The Trust will then award the Contract to the Bidder who in its sole opinion Tenders the most economically advantageous bid following the completion of evaluation process.
- 4.10 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.
- 4.11 An evaluation panel will agree a consensus score in accordance with the table below for each technical evaluation criteria/question using the following scoring system:

Mark	Equals
5	<b>Meets the Trusts requirements exactly:</b> the response/answer/solution gives real confidence that the Contractor will add real value and has excellent skills/experience and a deep understanding of what is required.
4	<b>Meets Trusts requirements well, but not completely:</b> response/answer/solution demonstrates real understanding of the requirements and confidence of ability to meet.
3	<b>Meets Trusts requirements in most aspects, fails in some:</b> acceptable response/answer/solution to aspects of Trusts requirements; confidence in Tendered skill/experience being sought resulting in minor risk.
2	<b>Fails to meet Trusts requirements in most aspects, meets in some:</b> less than acceptable - response/answer/solution lacks convincing confidence of skill/experience being sought' lack of real understanding of Trust's requirements or confidence of ability to deliver, moderate risk that relevant skills/experience will not be available.
1	<b>Proposal significantly fails to meet the Trust's requirements:</b> a detrimental response/answer/solution - limited or poor confidence or Tendered Skill/experience; major risk that relevant skills/experience will not be available.
0	<b>Completely fails to meet required standard:</b> does not provide a proposal or No response submitted.

- 4.12 The consensus score for each question shall be multiplied by the weighting factors to yield maximum weighted scores, as detailed in the below table.

Criteria	Weight	Section	Provider Selection Regime Sub-Criteria	Criteria Weight
Quality	100%	1	Criterion 1: Quality and innovation	25%
		2	Criterion 2: Value	25%

		3	Criterion 3: Integration, collaboration and service sustainability	25%
		4	Criterion 4: Improving access, reducing health inequalities, and facilitating choice	15%
		5	Criterion 5: Social value	10%
<b>TOTAL</b>				<b>100%</b>

#### Criteria – Scored Questions: pricing evaluation

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

<i>A</i>	$\frac{\text{Bidder Cost}}{\text{Bidder Technical, Quality, Social Value Score}}$
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- 4.14 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.
- 4.15 The Bidder Cost for each Lot is calculated using the scenarios described in the Annex B4 Commercial Response Document. Costs are expected to be fixed for the length of the contract.
- 4.16 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.
- 4.17 Any Tender which exceeds the Authority's available budget shall be treated as non-compliant and rejected. The available budget not to be exceeded is £1,000,000 incl VAT.
- 4.18 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)

## **5 STAFF**

### **Transferring employees**

- 5.1 The Authority does not anticipate that any staff are likely to transfer to the successful Bidder under the contract.

## **ANNEX A1**

### **NHS TERMS AND CONDITIONS**

The Authority intends to enter into a contract with the successful Bidder on the NHS Terms and Conditions for the Supply of Services (Contract Version).

This Annex A1 contains the NHS Terms and Conditions, duly completed by the Authority so far as possible, including all relevant schedules, except schedule 5 (Specification and Tender Response Document) and schedule 6 (Commercial Schedule).

The Specification is set out in Annex B2 of Section B of this ITT.