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**INVITATION TO TENDER**

**PROCUREMENT FOR THE** **HeadFit MENTAL HEALTH APPLICATION**

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part 1 - **BACKGROUND AND REQUIREMENTS**

1. introduction and overview
   1. The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund(“**the Trust**”) is conducting this Procurement for the HeadFit Mental Health Application (HeadFit). Detail is provided in this ITT and Schedule 1 (Services Specification) of this ITT.
   2. You have been invited by the Trust to participate in this Procurement.
   3. Bidders must complete Part 2 (ITT Response Requirements).
   4. This ITT comprises of the following Parts and Sections:
      1. **Part 1** (Background and Requirements)
      2. **Part 2** (ITT Response Requirements)
      3. **Part 3** (Contract Terms and Conditions)
      4. **Part 4** (Definitions), and
      5. **Schedule 1** (Services Specification).
   5. This ITT is being made available by the Trust to Bidders on the condition that it is used only in connection with this Procurement and for no other purpose.
   6. The ITT is provided to all Bidders on the same terms and subject to the same conditions.
   7. The purpose of the ITT is to set out the manner in which Bidders must submit their Tender Responses to the Trust.
2. overview of requirements
   1. The purpose of this Procurement is to identify a suitably qualified and experienced service provider to provide HeadFit; an online resource created by MOD that assists the user in developing a proactive approach to mental fitness. The definitive statement of the Trust’s requirements is set out in the Services Specification in Schedule 1 of the ITT.
   2. The Contract will be for a term of **36 months** beginning w/c **TBC**.
3. indicative procurement timetable
   1. An indicative timetable for the Procurement is set out below. This is intended as a guide only and the Trust reserves the right to amend it at any time.

| **Activity** | **Date** |
| --- | --- |
| Issue of ITT | 15 May 2023 |
| Deadline for submission of clarification questions | 5 June 2023 |
| Tender Response Deadline | **12 June 2023** |
| Notification of Contract award | July 2023 |
| Contract signature | July 2023 |

1. evaluation OF TENDER RESPONSES
   1. The Trust is conducting the Procurement for the purpose of awarding the Contract. The Tender Response that receives the highest score against the evaluation criteria contained in Part 2 below will be the Preferred Tenderer.
2. tender return
   1. Bidders agree to be bound by the conditions and limitations contained in this ITT and no purported rejection, variation or addition by Bidders to these conditions will have any effect.
   2. Tender Responses must be received in full by the Tender Response Deadline to [info@covenantfund.org.uk](mailto:enquiries@covenantfund.org.uk). It is the responsibility of Bidders to ensure that their Tender Responses are received by the Trust by the Tender Response Deadline.
3. general instructions

**Tender Compliance**

* 1. Bidders should note that failure, in the Trust's opinion, to comply with any instructions in this ITT (including for the avoidance of doubt any instructions contained in other documents and referred to in this ITT) will render the Bidder's Tender Response non-compliant and result in disqualification from the Procurement. Bidders are therefore advised to ensure that all members of the Bidder's team are made fully aware of these instructions. Bidders should also note that Tender Responses will be rejected if all of the required information called for in this ITT is not received by the Trust by the Tender Response Deadline.
  2. In the event of a discrepancy in or between any elements of the documentation issued in connection with the ITT, the Bidder shall immediately notify the Trust in writing at the address set out below in paragraph 6.3.

**Communications with the Trust**

* 1. All notifications, requests for clarification or further information in connection with the ITT or the Procurement generally must be submitted to [info@covenantfund.org.uk](mailto:enquiries@covenantfund.org.uk)*.*
  2. No approach of any kind in connection with the ITT or the Procurement is to be made to any other person within or associated with the Trust, or any other party. Failure to comply with this requirement will result in disqualification from the Procurement.
  3. All communications in respect of the ITT or the Procurement generally shall be in the English language.

**Clarification Questions**

* 1. Any request for clarification of this ITT must be submitted as set out in paragraph 6.3 no later than the time and date specified in paragraph 3.1 above. The Trust will endeavour to provide written responses to the clarification requests received prior to the clarification deadline within a reasonable period to allow Bidders to take the responses into account when completing their Tender Responses.
  2. The Trust will conduct the clarification process (as it will for the Procurement generally) in such a way as to ensure that Bidders are afforded non-discriminatory and equitable treatment.
  3. If the Trust considers any questions or request for clarification to be substantive, except where such an enquiry is of a confidential or commercially sensitive nature, both the question and the response will be communicated where possible in an anonymous or redacted form to all Bidders.
  4. If a Bidder considers that the content of any of its questions or requests for clarification are, or would reveal, information of a confidential or commercially sensitive nature relating to its business it should state this clearly and provide reasons. If the Trust agrees with those reasons it may either:
     1. ask the Bidder to withdraw and resubmit the question so that it does not contain, or the response to the question would not reveal, confidential or commercially sensitive information; or
     2. publish the question and response to other Bidders in a redacted form; or
     3. respond to the question and not publish the question or response.
  5. If a question or request for clarification is identified as being of a confidential or commercially sensitive nature by a Bidder but the Trust does not agree, it will offer the Bidder the opportunity to withdraw the query or request for clarification. If the query or request is not withdrawn it will be answered accordingly and details provided to all Bidders.
  6. The Trust reserves the right to reject clarification questions containing multiple questions.
  7. Any clarification question that the Trust receives and subsequently issues to other Bidders will not identify the originator of the clarification question. It is the responsibility of each Bidder to ensure that the way the clarification question is phrased does not inadvertently identify the Bidder.

**Commitment**

* 1. The issue of the ITT is not to be construed as a commitment by the Trust to award or enter into a contract and the Trust is not bound to accept any offer resulting from it. Any costs, expenditure, work or effort undertaken, whether or not the Bidder is successful or whether the process is varied in any way, is accordingly a matter solely for the commercial judgement of the Bidder and shall be its sole responsibility.
  2. The Trust reserves the right to vary, cancel or withdraw from the Procurement at any time or to re-invite proposals on the same or any alternative basis.

**Disclaimer**

* 1. The ITT, and any other documents or information to which it refers, has been prepared by the Trust in good faith. However, it does not purport to be comprehensive or to include all of the information Bidders may require or to have been independently verified. The Trust shall not be liable for any loss or damage arising as a result of any inaccuracy or incompleteness in any information contained in the ITT or any other document or information to which it refers.
  2. Subject always to the requirements of paragraph 6.23 (Confidentiality) below, Bidders are responsible for obtaining the information which they consider necessary in connection with the Procurement and must form their own judgement on its validity and suitability. This ITT should not be considered as an investment recommendation made by the Trust to any Bidder. Each Bidder must make its own independent assessment after making such investigations and taking such professional advice as it deems necessary. Subject always to the requirements of paragraph 6.23 (Confidentiality) below, Bidders considering entering into a contractual relationship with the Trust should make their own investigations and enquiries as to the Trust's requirements beforehand. The subject matter of this ITT shall only have a contractual effect when it is incorporated into the express terms of an executed contract.
  3. None of the Trust, their respective servants, agents or advisers make any representations or warranties (express or implied) or accept any liability or responsibility (other than in respect of fraudulent misrepresentation) in relation to the adequacy, accuracy, reasonableness or completeness of the Information or any part of it (including but not limited to, any loss or damage arising as a result of reliance by the Bidder on the Information or any part of it). For the avoidance of doubt where Information is of a historical nature, such Information:
     1. may be subject to errors and omissions arising in the ordinary course of operations from time to time; and
     2. cannot be relied upon as evidence of future performance.
  4. To the extent that this ITT or any Information contains matters of opinion, such opinions may have been correct at the time of which they were held and may no longer be correct or relevant.
  5. Whilst the Trust has sought to produce an accurate description of its requirements as they are envisaged at this time, the Trust cannot accept responsibility for the Bidders' interpretation of its requirements. Bidders must form their own conclusions about the methods and resources needed to meet the Trust’s requirements.
  6. The Bidder is responsible for verifying the completeness and correctness of this ITT and highlighting to the Trust any deficiencies, conflicts and ambiguities that prevent the Bidder from submitting a Tender Response or responding to any section in an accurate manner.
  7. Under no circumstances will the Trust, their respective servants, agents or advisers be liable for any costs or expenses incurred by Bidders and/or their members in this Procurement.

**Data Return**

* 1. Any unsuccessful Bidder must return or destroy (in which case supplying a relevant certificate of destruction) all documents and data provided to it and retained during the course of the Procurement by such date as the Trust may specify.

**Confidentiality**

* 1. Subject to the exceptions referred to in paragraph 6.23(d) below, the Information contained in the ITT is made available to Bidders on condition that:
     1. Bidders shall not disclose, copy, reproduce, distribute or pass the Information (or any part of it), to any other person;
     2. Bidders shall not use the Information (or any part of it) for any purpose other than for the purposes of development of their Tender Responses;
     3. Bidders shall comply with the provisions of paragraph 6.36 (Publicity); and
     4. Bidders may disclose, distribute or pass the Information (or any part of it) to another person if either:
        1. this is done for the sole purpose of preparing that Bidder's Tender Response and the person receiving the Information undertakes in writing to keep the Information on the same terms as set out in this paragraph 6.23; or
        2. the Bidder obtains the prior written consent of the Trust in relation to such disclosure, copying, reproduction, distribution or passing of Information.
  2. Any Bidder who does not comply with the requirements set out in paragraph 6.23 above will be disqualified from further participation in the Procurement (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by a Bidder may attract).

**Non-Collusion**

* 1. Any Bidder who, in connection with this Procurement and without obtaining the prior written consent of the Trust:
     1. fixes or adjusts the pricing of its Tender Response by or in accordance with any agreement or arrangement with any other; or
     2. enters into any agreement or arrangement with any other Bidder, or causes or induces any other person to enter such agreement or arrangement, that it shall refrain from participating in this restricted process; or
     3. causes or induces any person to enter into such agreement as mentioned in (a) and (b) above or to inform any Bidder of the whole or any part of any other Bidder's Tender Response; or
     4. offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other Bidder's Tender Response; or
     5. communicates to any person other than the Trust any element of its Tender Response;

will be disqualified from further participation in this Procurement (without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Bidder may attract).

**Canvassing**

* 1. Any Bidder who, in connection with this Procurement:
     1. offers any inducement, fee or reward to any servant or agent of the Trust or any person acting as an adviser to the Trust in connection with this Procurement or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916 or the Bribery Act 2010; or
     2. contacts any servant or agent of the Trust or any person acting as an adviser to the Trust prior to the commencement of the Contract being entered into about any aspect of this Procurement process in a manner not permitted by the ITT,

will be disqualified from further participation in the Procurement at the Trust's absolute discretion (in either case without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability which such conduct by Bidder may attract).

**Conflict of Interest**

* 1. Bidders are responsible for ensuring that there are no conflicts of interest either between their own advisers, or between themselves/their own advisers and the Trust and its advisers. A Bidder must notify the Trust of any conflict of interest or potential conflict of interest as soon as reasonably practicable after it becomes aware of such a conflict.

**Participation in Tenders**

* 1. Bidders may only submit a single tender unless this ITT expressly states otherwise. If a Bidder submits more than one tender before the deadline for Tender Responses, the Trust reserves the right to evaluate the last submitted Tender Response and disregard any previous Tender Responses. However, the Trust will clarify with a Bidder which Tender Response is to be evaluated.

**Participation of Key Sub-Contractors**

* 1. Bidders are permitted to submit one response to this ITT only.
  2. If the Bidder's response to this ITT proposes that it will engage a Key Sub-Contractor, the provisions of this ITT shall, to the extent that they apply to the Bidder, apply equally to a Key Sub-Contractor.
  3. Any person that is a proposed Key Sub-Contractor for a Bidder may be a Key Sub-Contractor for one Bidder only.
  4. If the Bidder intends to appoint a Key Sub-Contractor, it must ensure that the Key Sub-Contractor is not proposed as a Key Sub-Contractor in any other Bidder's response to this ITT.
  5. Any Bidder or Key Sub-Contractor (as the context requires) that, in connection with this Procurement and without obtaining the prior written consent of the Trust:
     1. agrees to act as Key Sub-Contractor to more than one Bidder;
     2. agrees to appoint a Key Sub-Contractor that is named as the proposed Key Sub-Contractor in relation to another Bidder;
     3. causes or induces any person to disclose information relating to the whole or part of another Bidder's response to this ITT;
     4. offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to another Bidder's response to this ITT;
     5. communicates to any person other than the Trust any element of its response to this ITT (except where such disclosures are made in confidence for the purposes of engaging a sub-contractor),

will be disqualified from further participation in this Procurement, without prejudice to any other civil remedies available to the Trust and without prejudice to any criminal liability that such conduct by a Bidder or proposed Key Sub-Contractor may attract).

* 1. Where this ITT requires information to be provided by a Key Sub-Contractor, that information must be submitted by the relevant Bidder with that Bidder's information as a single response to this ITT. The Bidder will be responsible for the accuracy and completeness of all information that it submits, including that information relating to a Key Sub-Contractor.

**The Trust's Right to Reject Bidders**

* 1. Without prejudice to any of the above paragraphs in this section, the Trust will disqualify any Bidder that does not in the Trust's opinion comply with the requirements of the ITT (including but not limited to the prohibitions set out in paragraphs 6.25 to 6.26 inclusive) or any other requirement of the Trust in connection with this Procurement that may from time to time be notified to Bidders.

**Publicity**

* 1. Bidders shall not undertake, or permit to be undertaken at any time, any publicity or activity with any section of the media (including but not limited to making any announcements) in relation to this Procurement other than with the prior written consent of the Trust. In this paragraph the word "media" includes, but is not limited to, radio, television, newspapers, trade and specialist press, the internet (including social media sites such as Twitter and Facebook, blogs and web forums) and email accessible by the public at large, and the representatives of all such media.

**Copyright**

* 1. The copyright in the ITT (and in the Information generally) is vested in the Trust and may not be reproduced, copied or stored in any medium without the prior written consent of the Trust. The ITT and any supplementary documentation issued are and shall remain the property of the Trust, must be returned on demand, and may not be reproduced, copied, or stored in any medium without the prior consent of the Trust.

**Bidder Presentations**

* 1. Following evaluation of Tender Responses but prior to the notification of contract award, the Trust reserves the right to invite Bidders to present their Tender Responses to the Trust. If the Trust wishes to hold Bidder Presentations, it shall invite the highest scoring Bidder or the top two or three highest scoring Bidders (depending on the closeness of the scores), when the scores for the Technical Criteria and Commercial Criteria are combined.
  2. The presentations will not be separately evaluated. The purpose of the presentation is solely for verification of Tender Responses. In the event that a presentation, in the opinion of the evaluators, clarifies any aspect of a Bidder’s Tender Response, such that the evaluators would have awarded a different score (whether higher or lower) had any such area been clear within the Bidder’s Tender Response, then the evaluators may adjust any scores as they deem appropriate. For the avoidance of doubt, evaluators will not be under any obligation to adjust scores awarded to a Tender Response as a result of a presentation, and any such adjustment will be at the sole discretion of the evaluators. Bidders will not be entitled to amend any part of their Tender Response as part of their presentation, and the Trust reserves the right to disqualify any Bidder who seeks to gain an unfair advantage through amending its Tender Response in any presentation.
  3. If you are invited to a Bidder Presentation, further details as to the form, content, venue and time of the presentations will be provided in due course.

part 2 – ITT response requirements

1. the evaluation process
   1. This Part 2 sets out the Trust's approach to evaluation of Bidders' Tender Responses. The Trust reserves the right to amend and update the approach to assessment and/or evaluation that is set out in this ITT.
   2. It is anticipated that the Trust will carry out an initial assessment of each Bidder's Tender Response to ensure that:
      1. the Tender Response has been submitted on time and meets the Trust's submission requirements/instructions which have been notified to the Bidders;
      2. the Tender Response is sufficiently complete to enable the response to be evaluated in accordance with the evaluation methodology; and
      3. the Bidder has not contravened any of the terms and conditions of the ITT.
   3. Responses that do not meet the requirements set out in paragraph 1.2 may be treated as non-compliant. Non-compliant bids will be rejected at this point.
   4. Following the initial assessment, the Trust will evaluate the Tender Responses against the evaluation criteria set out below.
2. EVALUATION CRITERIA
   1. Bidders must provide responses for:
      1. provide responses to the **Technical Criteria** – each of the questions set out in paragraph 3;
      2. provide response to the **Commercial Criteria** by completing the Commercial Response Document in Annex A below; and
      3. compete the **Certificate of Tender** in the form set out at Annex B below. This requires Bidders to unconditionally accept the Terms of the Contract. A Tender Response shall “Fail” and be excluded from the Procurement if the Bidder does not confirm it unconditionally accepts the terms of the Contract. If the successful Bidder attempts to make amendments before entering into the Contract, the Trust reserves the right to exclude the Bidder and award the Contract to the second ranked bidder in the Procurement.
3. technical CRITERIA
   1. The Trust has allocated ***90%*** of the overall available marks to the Technical evaluation.
   2. Bidders are required to provide a response to each of the questions set out in the table below.

|  |  |  |
| --- | --- | --- |
| Question Number | Questions | Weighting |
| 1 | Please set out your organisation's experience of delivering services similar to the services that will be required under this Contract by referring to your previous work.  Please include the CVs of the team that you propose to undertake the Services and describe the capacity of the team to deliver them. | **40%** |
| 2 | Provide your methodology for undertaking the Services detailing how your proposals address all of the areas in paragraph 2 of the Services Specification.  *Your response must detail your approach to delivering all of the service details in the specification..* | **40%** |
| 3 | Detail the risks to delivering the services to time and to budget and the mitigation actions you will look to implement. | **10%** |

* 1. The Trust will score the response to the Technical questions by reference to Table 1 below.

**Table 1 – Evaluation of Technical Requirements**

| Score | Definition | Benchmark |
| --- | --- | --- |
| **In the opinion of the evaluators, the Bidder’s response provides information which:** |
| 4 | **Excellent** | * Addresses all aspects of the Requirement and addresses all elements referred to in the Question; and * Provides a complete and clear methodology and relevant supporting information each of which do not contain any substantive weaknesses; and * Provides complete confidence in the Bidder’s proposed delivery of the Requirement. |
| 3 | **Good** | * Addresses all aspects of the Requirement and addresses all elements referred to in the Question; and * Provides a clear methodology and relevant supporting information, but contains minor weaknesses; and * Provides confidence in the Bidder’s proposed delivery of the Requirement, with no more than minor reservations. |
| 2 | **Moderate** | * Addresses almost all aspects of the Requirement and almost all elements referred to in the Question; and * Provides a methodology and supporting information that contains no more than moderate weaknesses; and * Provides a moderate level of confidence in the Bidder's proposed delivery of the Requirement, with no more than moderate reservations. |
| 1 | **Weak** | * Partially addresses the Requirement and partially addresses the elements referred to in the Question; and/or * Provides a methodology and supporting information that are of limited or no relevance, or contain significant weaknesses; and/or * The evaluators have significant reservations regarding the Bidder's proposed delivery of the Requirement. |
| 0 | **Unacceptable** | * No response or the response does not give the evaluators any confidence in the Bidder's proposed delivery of the Requirement. |

**Guidance for Bidders:**

* 1. Bidders should note that there is a definition of Requirement stated in Part 4 of this ITT.
  2. To "address” an aspect of a Requirement, a Bidder must refer to its method of service provision in its response to the relevant Question.
  3. Evaluators shall award marks based on the response provided by a Bidder to the Question. When evaluating the response to a Question, evaluators will not make inferences from information contained in the Bidder’s response to another Question or other information otherwise known to the evaluators.

**Calculating Scored Requirements**

* 1. Each sub-criterion will be evaluated separately. For each question, the Bidder shall be awarded a score out of 0-4. The weighted score for each sub-criterion shall be calculated so that:

For a score of 0 – the question weighting is multiplied by 0%

For a score of 1 – the question weighting is multiplied by 25%

For a score of 2 – the question weighting is multiplied by 50%

For a score of 3 – the question weighting is multiplied by 75%

For a score of 4 – the question weighting is multiplied by 100%

For example, if a Bidder receives a score of 3 for each of the Quality questions, its total score for Technical will be 67.5%. This is calculated as follows:

Q1 – 45 x 75% = 33.75

Q2 – 40 x 75% = 30.00

Q3 – 5 x 75% = 3.75

Total = 67.5%

1. COMMERCIAL CRITERIA
   1. The Trust has allocated ***10%*** of the overall available marks for the Commercial Criteria.

**Commercial Principles**

* 1. The Trust’s budget for this Contract is **£170,000** over a three-year period**.** These figures include VAT. Tender Responses that exceed the budget will be rejected and excluded from the Procurement.
  2. Bidders’ responses should be clear and concise. Bidders are not permitted to submit prices that are qualified or caveated in any way. Tender Responses that contain any qualifications or caveats will be rejected, if the Bidder does not withdraw any such qualifications or caveats.
  3. All prices must be submitted in GBP, including VAT.
  4. The Trust’s only liability to pay the Contractor in respect of the Services shall be payment of the fees specified in Annex A of this Part 2 (Commercial Response Document) and reflected in the Contract. The Commercial Response Document must include every cost and expense of the Contractor in connection with the performance of the Services.
  5. Bidders are required to detail the number of days for each element of the Services and day rates in the Commercial Response Document to give the Trust an understanding of how Bidders’ costs are calculated. The Contractor shall be liable for cost overruns (e.g., where elements of the Services take the Contractor longer than original anticipated to complete).
  6. The Contractor shall not be entitled to any fees in respect of the Services except those stated at paragraph 4.5 above.
  7. Bidders should have regard to Clause 5 of the draft Contract which details the payment mechanism which would be used to pay the Contractor. 20% of the total Charges will be paid at the end of the Contract following submission of the evaluation report. All other amounts will be paid monthly in arrears.

**Commercial Evaluation**

* 1. Tender Responses that exceed the budget will be rejected and excluded from this Procurement.
  2. A Commercial evaluation will be carried out in accordance with the following formula:

***Commercial Score = Lowest Bidder’s Charges ÷ Bidder’s Charges X Commercial Weighting***

The “Total Charges” figure in the Charges Summary Table intheCommercial Response Document will be used for the purposes of the above calculation.

For example, if:

* + 1. Bidder A’s Total Charges in the Charges Summary Table are£55,000; and
    2. Bidder B’s Total Charges in the Charges Summary Table are£50,000 and Bidder B offers the lowest Total Charges in the Procurement,

Bidder A’s price score will be 9.09% (£50,000 / £55,000 X 10%) and Bidder B’s price score will be 10% (£50,000 / £50,000 X 10%).

Annex A: Commercial Response Document

1. **CHARGES SUMMARY TABLE** 
   1. In this table Bidders must set out their total Charges for meeting all of the Trust’s requirements of the Contract. Bidders may insert additional rows and columns if required.
   2. A Bidder’s Charges must align with and cover all of the services to be provided as set out in the Services Specification and in its Tender Response.
   3. Bidders must take note of the Commercial Principles set out in paragraph 4 of Part 2 above.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Days** | **[Personnel]** | **[Personnel]** | **Total Charges (incl. VAT)** |
|  | **£[day rate]** | **£[day rate]** |  |
| **Inception Phase** |  |  |  |  |
| Inception Meeting | 0.5 |  |  |  |
| **Undertaking the project** |  |  |  |  |
| *[Bidders to provide a breakdown of the services to be provided]* |  |  |  |  |
| **Reporting** |  |  |  |  |
| Progress meetings |  |  |  |  |
| Evaluation Report |  |  |  |  |
| *[Bidders should insert additional rows if additional services are proposed in their Tender Responses]* |  |  |  |  |
| **TOTAL CHARGES** |  |  |  |  |

Annex B: Certificate of Tender

**For the attention of:** The Armed Forces Covenant Fund Trustee Limited

**Reference:** **PROCUREMENT FOR THE**  **HeadFit MENTAL HEALTH APPLICATION**

We accept the conditions of tendering as per the ITT and confirm that this is a bona fide offer.

We attach our response to the ITT and confirm that this has been developed and is tendered in full compliance with the terms set out in the ITT.

We confirm that:

* + 1. we unconditionally accept the terms of the Contract;
    2. the prices submitted as part of our Tender Response are tendered without any caveats or qualifications;
    3. there are no known impediments which would prevent our entering into the Contract as a result of this ITT response; and
    4. the signatory is duly empowered to sign tenders on behalf of the Bidder.

This proposal will remain valid for acceptance by The Armed Forces Covenant Fund Trustee Limited until 6 months from the Tender Response Deadline.

|  |  |
| --- | --- |
| Name |  |
| Position |  |
| Address |  |
| Email |  |
| Fax |  |
| For and on behalf of |  |
| Signed |  |



part 3: Contract Terms and Conditions

***[Note to Bidders: The Contract Terms and Conditions are provided in a separate document.]***



Part 4 - Definitions

1. Unless the context otherwise requires, any meanings given to terms or abbreviations used in the Contract shall have the same meanings when used in this document. The following words and expressions used within this document shall have the following meanings:

|  |  |
| --- | --- |
| Term | Meaning |
| “Bidder” | means an entity that has received this ITT with a view to tendering for this Procurement; |
| “Certificate of Tender” | means the certificate of tender in the form set out at Part 6 (Certificate of Tender) of this ITT; |
| “Contract” | Means the contract that is entered into between the successful Bidder and the Trust following the conclusion of this Procurement; |
| “Contractor” | means the Bidder that is awarded the Contract; |
| “Information” | means the information contained in the ITT or sent with it and any information which has been or may be made available to the Bidders by the Trust, its respective employees, agents or advisers in connection with the ITT or the Procurement; |
| “Invitation to Tender” or “ITT” | means this invitation to tender; |
| “Key Sub-Contractor” | means any sub-contractor of the Bidder whom is it intended will perform a material part of the Services. For the purposes of this definition “material” shall mean that that element of the Services equates to 20% or more or the total charges to be paid for the Services by the Trust; |
| “Preferred Bidder” | means the Bidder who receives the highest score against the Trust's published evaluation criteria; |
| “Procurement” | means the procurement procedure for the appointment of the contract to which this ITT relates; |
| “Requirement” | for the purposes of evaluation, "Requirement" means for each Question the relevant requirements of the Trust as set out in the Services Specification or as defined in the Question itself; |
| “Services” | means the services described in the Services Specification; |
| “Services Specification” | means the description of the Services that will be provided by the Contractor, as set out in Schedule 1 of this ITT. |
| “Tender Response” | means a Bidder’s response to this ITT; |
| “Tender Response Deadline” | means the date and time by which a Bidder must submit its Tender Response, as set out at paragraph 3.1; |
| “the Trust” | means The Armed Forces Covenant Fund Trustee Limited acting as trustee of the Armed Forces Covenant Fund; |
| "you" or "your" | shall mean the Bidder that is providing the Tender Response. |

Schedule 1

Services Specification

1. **RESEARCH BACKGROUND, AIMS AND OBJECTIVES**

* 1. HeadFIT defines mental fitness as “*good management of good mental health*”.
  2. Mental fitness, as with physical fitness, is an essential component of military fighting power. The MOD recognises the importance of ensuring military personnel can maintain a good state of mental health and wellbeing. The Defence People Mental Health and Wellbeing Strategy (2022-2027) aims to promote positive mental health and wellbeing in the defence community. Following release of the Strategy, the MOD and the Royal Foundation collaborated to create a preventative mental fitness initiative called [HeadFIT](https://headfit.org/home/) which aims to provide Defence personnel, including civil servants, veterans and their families, with effective resources and tools to help foster their mental fitness and promote positive mental health.

* 1. The initiative, now branded HeadFIT for Life, was designed to develop and maintain a person’s mental wellbeing by providing the training, resources, and skills to foster psychological resilience throughout their Defence career and beyond. It seeks to separate ‘*mental fitness*’ from ‘*mental ill-health*’ which is often associated with stigmatic views within the Armed Forces. Recognising that physical fitness is important in the Armed Forces, HeadFIT aims to attach the same level of importance to mental fitness. Consequentially, improved mental resilience should also lead to better longer-term mental health.
  2. Further work is needed to overcome linking mental fitness directly with mental illness and associated stigma. There must be the clear distinction between mental illness and mental fitness and the HeadFIT initiative is consistent with an increasing emphasis on military mental fitness, contributing to changing attitudes around mental health and separating mental fitness from mental ill health. Defence personnel using HeadFIT should be actively encouraged to do so through good communications and an increased emphasis from Commanders and MH Champions. HeadFIT is the ideal tool to overcome the misunderstanding between mental fitness, mental illness and mental resilience. It must be used to overcome any associated stigma.
  3. The HeadFIT initiative seeks to separate ‘mental fitness’ from ‘mental ill health’ which is often associated with stigmatic views within Defence. Recognising that physical fitness is highly emphasised and seen as important in the Armed Forces, HeadFIT was designed to attach the same level of importance to being mentally fit and to help personnel to develop their own mental fitness.
  4. HeadFIT has been designed for use across the Defence community, including serving and ex-serving military personnel and Civil Service personnel. It unifies one approach to improving individual mental fitness, however, any website left for long periods without development will go stale and its use will reduce. It is therefore imperative that the HeadFIT website is refreshed throughout its life cycle and that there is support for its use from within the Defence Community. It is essential that the functionality of this website is championed by Defence Leaders and is advertised widely at Unit level. A strong communications plan is key to delivering these tasks.

2 **SERVICE REQUIREMENTS**

2.1. As detailed in this Specification and supplemented by its Tender Response, the Contractor will develop and implement a plan of improvement for the HeadFIT website, working with appropriate stakeholders. Bidders should provide indicative timescales for delivery of each phase.

**Digital Production**

The provider will produce engaging new digital content for the HeadFIT website. The Trust currently hosts the HeadFIT website on its own server for system security and compliance, and this is expected to continue. Proposals would need to follow a four-phase project plan, over a contracted three-year period:

**Phase 1 –** **Discovery**

The provider will undertake technical analysis to identify where the site requires improvements and to identify initial ideas for change. This will include data analysis and consideration of user journeys; and provide recommendations for areas of development which are achievable within the overall budget. Consideration should be given to how to best engage a returning audience; and to build and sustain regular engagement from Armed Forces communities.

The development of the HeadFIT resource aims to separate ‘*mental fitness*’ from ‘*mental ill-health*’. HeadFIT aims to attach the same level of importance to mental fitness, leading to improved mental resilience and better longer-term mental health. The site has already had positive feedback in its ability to build mental resilience and overcome the misunderstanding between mental fitness and mental ill-health.

The website is currently designed for personnel working within Defence. Proposals that would extend the products on the website for veterans or make the language around the current tools more welcoming for veterans would be welcomed.

*Bidders should note that HeadFIT is not a medical intervention, counselling, therapy nor a substitute for professional assistance that may be required for any health issues that one might experience.*

**Phase 2 – Planning**

The successful contractor will be able to identify specific interventions to improve user engagement, based around website design and functionality and could include the provision of additional tools and content. The successful bidder will identify a series of carefully assessed interventions to the HeadFIT experience, establishing key priorities. The findings and conclusions of the Discovery phase will be presented to stakeholders.

**Phase 3 – Production**

Re-design areas of the website and develop new assets and modules. There is a requirement toposition HeadFIT more clearly as a positive and self-improving mental fitness tool and update its content. The next phase should create a user experience that promotes high engagement from the outset and leads people through the site; and be clearly developed on evidence from the discovery phase.

The content mix should be relevant, appealing to the Defence community and in line with current digital content good practice. Proposals should include an indication of the types of content that could be developed, and an indicative timetable for production. Proposals which would enable some parts of the website to be updated more quickly would be of interest.

**Phase 4 – Postproduction**

The successful bidder should provide information on how they would work with the Trusts Comms team and the MOD comms team to announce any changes to HeadFIT and develop a rolling programme of communication content that maintains involvement and prompts new site visits. Delivery of the HeadFIT resource will be briefed to MOD for Defence awareness and endorsement. Any launch will be complemented with a full communications campaign.

***[Note to Bidders: The Trust does not wish to constrain Bidders in terms of the design and methods for this ITT and is open to proposals that meet the aims of the Contract and that will address all the issues set out above.]***

**Reporting**

2.3. The Contractor shall work with the Trust in order to present evaluation and reporting that will follow a schedule to be agreed following successful award of the contract. The precise content and format of the reporting will be agreed with the Trust but, as a minimum, shall include detailed responses to the considerations above.

**Progress meetings**

2.4. The Contractor shall attend regular project meetings with the appointed Trust contract manager at least once a month with the Trust (via Teams or Zoom). The following topics are likely to be discussed:

(a) The progress of the project (the Service);

(b) Key issues and challenges that have arisen; and

(c) Key findings. NB key findings are important as the Trust wishes to implement any learning on an ongoing basis throughout the project (where possible).

2.5 The Contractor shall circulate an agenda for the Trust to review and add to 5 working days prior to each progress meeting and circulate action focussed minutes to the Trust by email within 2 working days following each meeting.

**Timeline**

2.6 The Contractor shall deliver the Service in accordance with the timescales set out below:

|  |  |
| --- | --- |
| Task | Date |
| Inception meeting | July 2023 |
| Implementation of  Phase 1  Phase 2  Phase 3  Phase 4 | **From July 2023**  **TBC**  **TBC**  **TBC** |
| Progress meetings | Every month on dates to be agreed |
| Other deliverables and tasks as may be agreed by the Trust and the Contractor | TBC |

***[Note to Bidders: The Trust may add deliverables to this timetable based on the proposals set out in the successful Bidder’s Tender Response.]***

3 Contractor’s TEAM

3.1 The Contractor shall ensure the team it appoints to deliver the Services has the appropriate skills and experience to undertake the Services and meet the Contractor’s obligations under the Contract.

* 1. The Contractor and its delivery team shall, as a minimum, have experience in delivering high quality digital services and have an evidenced portfolio. Specific experience in delivering digital content to Armed Forces communities is desirable.
  2. The Contractor shall maintain excellent communication with the Trust at all times ensuring that it is well informed, aware of issues and central to decision making in relation to progress. The Contractor shall identify a named contact acting as Contract Manager. The designated person will carry prime responsibility for the Contract. The Contract Manager will liaise with and take instruction from the Trust’s Contract Manager.