



NORTHAMPTONSHIRE
PARTNERSHIP HOMES

NORTHAMPTONSHIRE PARTNERSHIP HOMES

INVITATION TO TENDER

FOR

SECURITY SERVICES AT AVENUE CAMPUS



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1 Section 1 - Overview of NPH

1.1 About Northamptonshire Partnership Homes

- 1.1.1 Northamptonshire Partnership Homes (NPH) are an arm's length management organisation, formed in January 2015 that manages over 11,000 homes on behalf of West Northamptonshire Council (WNC).
- 1.1.2 NPH is a wholly subsidiary of WNC (previously Northampton Borough Council prior to the change to establishment of WNC as a unitary authority in April 2021).
- 1.1.3 NPH are a Company Limited by Guarantee (CLG) and a not-for-profit organisation. This means that our income is put back into providing housing and housing related service and supporting the communities we work in.
- 1.1.4 NPH has its own Board of Directors and executive management team and delivers the following services on behalf of WNC:
- Allocations and lettings
 - Housing management, including dealing with anti-social behaviour
 - Tenancy support and involvement
 - Repairs, planned maintenance and management of landlord safety and compliance requirements
 - Estate services such as cleaning and grounds maintenance
 - New build developments
- 1.1.5 Currently NPH manages circa 11,000 properties and has 300 full time employees including in house direct labour organisation of circa 90 employees.
- 1.1.6 For more information about NPH, visit www.nph.org.uk.

1.2 Happy to Help Social Enterprise

- 1.2.1 Happy To Help is a social enterprise, non-for-profit subsidiary of NPH established as a community interest company.
- 1.2.2 The aim of Happy to Help is to improve the health, wellbeing, economy, environment, and availability of opportunity for the benefit of NPH residents and their communities. The organisation utilises volunteers and charitable funding to help deliver specific projects and services for some of those in the most need.
- 1.2.3 Happy to Help provide a range of support services both to NPH residents but also within the wider communities NPH serves. Examples are below:
- Helping residents with furniture, white goods and essential items such as kettles, crockery and bedding.
 - Offer residents help with de-cluttering their homes and preparations when they're referred by a housing support officer.
 - Provide volunteering and training opportunities through our Paint Shop in Kings Heath to help with confidence, skills and keeping people active and included.
 - Give small grants and support to residents and community groups through the Communities Fund to help make a positive difference.
 - Provide services to help vulnerable NPH residents to live independently, such as helping with gardening and odd jobs around the home.
- 1.2.4 As part of the delivery of all contracts, NPH seeks to work with our suppliers and contractors to assist NPH in delivering social value back to our resident and wider communities, both through Happy to Help and other standalone initiatives.



2 Section 2 - Overview of This Tender

2.1 Overview of the Contract

- 2.1.1 Northamptonshire Partnership Homes (NPH) wishes to invite interested parties to bid to provide manned on-site security at our site Avenue Campus, on behalf of West Northamptonshire Council (WNC)
- 2.1.2 Northampton Borough Council (now West Northamptonshire Council / WNC) acquired the former university site for the redevelopment and provision of affordable housing however this has not yet started. Until WNC are able to commence works with the redevelopment, NPH is responsible for security on the site.
- 2.1.3 The address of the site is St George's Avenue, Northampton, NN2 6JD.
- 2.1.4 To date part of the site has already been demolished, however 3 large buildings remain on site which require security to prevent trespassers.
- 2.1.5 As such NPH is offering this contract as an initial term of up to 6 months (1 October 24 to 31 March 2025), however this term may be reduced should the council commence the said works earlier than March 2025.
- 2.1.6 Additionally, should the responsibility for the site not transfer to WNC on or before 31 March 2025, NPH reserve the ability to extend this contract for a further 6 months.
- 2.1.7 There is an existing provider on site whose contract expires 31 September 2024, the incumbent service provider currently offers:
- 24/7 manned K9 security patrol
 - Fitment and management of a range of security cameras
- 2.1.8 For this contract, it is expected that as a minimum the 24/7 manned K9 security patrol is required, but bidders are required to assess the requirement and provide their proposal
- 2.1.9 NPH have discussed any potential TUPE considerations with the incumbent provider and in the event the service transfers to a new provider there are no foreseen TUPE implications.
- 2.1.10 The KPI targets below are to be met and reported against during the life of the contract.

Any failings to meet the required targets will be discussed in contract management meetings where actions and timescales to rectify will be minuted. Any ongoing unresolved issues will follow a dispute ladder for conclusion – this will be discussed and confirmed with the awarded tenderer.

Service Standard	Performance Level Required	Target
Training and Certification	Percentage of security staff up-to-date with training and certifications	100% of staff trained and certified as per contract requirements
Incident Reporting Accuracy	Accuracy and completeness of incident reports	100% accuracy in incident reporting

2.2 Site Visit

- 2.2.1 Bidders must remember that clarification questions should be submitted via the portal.
- 2.2.2 Should a bidder wish to visit the site in advance of submitting their bid, a site visit can be requested via the eTendering portal and a member of NPH's team will contact you to arrange the visit. .
- 2.2.3 NPH have pre-booked Monday 12th August 2024 to facilitate site visits by bidders. Each bidder will be given a maximum of 45 minutes to view the site.

2.3 Procurement Approach

- 2.3.1 This procurement is being carried out via open below threshold tender, carried out via intend.

2.4 Contract Term, Value, and Commencement Date

- 2.4.1 The anticipated contract start date is 1st October 2024 until 31st March 2025
- 2.4.2 The contract term will be for an initial period of 6 months with the option for extending for up to a further 6 months.
- 2.4.3 Should NPH take up the extension option available we reserve the right to extend the contract in a one - year period.
- 2.4.4 Whilst NPH offers no guaranteed value of spend through this contract, the anticipated value of this contract over the total possible term (including any possible extensions) is up to £170,000.00 excluding VAT.
- 2.4.5 This anticipated value is based on previous budget, previous usage, and (where applicable) future programmes and/or forecasted usage. However, this is an estimate and not a guarantee of future value and NPH will not be liable to the appointed bidder to provide any minimum spend or usage under this contract.

2.5 Contract Terms and Conditions

- 2.5.1 The form of contract will be NPH Standard Terms and Conditions, as provided in appendix 3.

2.6 General Conditions for Participation in this Tender

- 2.6.1 These instructions are designed to ensure that all bidders are given equal and fair consideration. It is important therefore that you provide all the information asked for in the format and method specified.
- 2.6.2 bidders should read these instructions carefully before completing the Tender documentation. Failure to comply with the requirements for completion and submission of your bid may result in the rejection of the submission. bidders are advised therefore to acquaint themselves fully with the extent and nature of the requirements and contractual obligations and clarify any elements as necessary before submitting.
- 2.6.3 These instructions constitute the conditions of tender. By submitting a bid, bidders are confirming they accept and have complied with all instructions within this document and all accompanying documents.
- 2.6.4 All material issued in connection with this ITT shall remain the property of NPH and shall be used only for the purpose of this tender exercise.
- 2.6.5 The bidder shall not make direct or indirect contact with any employee, agent, or consultant of NPH who are in any way connected with this tender, unless instructed otherwise by NPH via the eTendering portal.
- 2.6.6 Templates will be provided for bidders to use to provide their submission. These templates should not be altered outside or where instructed and submitted in one of the following formats: MS Word or MS Excel as appropriate. A response may be considered incomplete if an attachment cannot be opened by NPH.
- 2.6.7 bidders shall accept and acknowledge that by issuing this ITT NPH shall not be bound to accept any bid submission and reserves the right not to conclude a contract for some or all the requirements for which bids are invited. The acknowledgement of receipt of any submitted bid shall not constitute any actual or implied contract between NPH and the bidder.
- 2.6.8 NPH reserves the right to amend, add to or withdraw all or any section of this ITT at any time during the tender exercise.
- 2.6.9 NPH reserves the right to accept any part, or all of any bid at its own discretion and/or not accept the lowest bid, part, or all of any bid submission.

2.7 Accessing Documentation and Submitting your Bid

- 2.7.1 bidders must complete and submit all supporting documentation, requested, or referenced, in this document and supporting appendices via the NPH (Hosted by In-Tend) eTendering portal on or before the ITT return date and time as stated in this ITT document.



2.7.2 If you have any questions on how to navigate and use the eTendering portal itself, please contact the In-Tend Support team at the e-Tendering Portal Helpdesk using the following contact details:

- Email: support@in-tend.co.uk
- Tel: 0845 557 8079 / +44 (0) 114 407 0065

2.8 Tender Timescales and Key Deadlines

2.8.1 The anticipated timetable for the tender process is provided below. Whilst NPH intends to adhere to the timetable where possible, it is indicative only and NPH expressly reserves the right to amend the timetable at any time at its discretion. NPH will endeavour to provide as much notice as possible of any changes.

Key Actions	Expected Dates
ITT issued	Monday 5 th August 2024
Site Visit	Monday 12 th August 2024
Deadline for submitting questions & clarifications	14 th August 2024 by 12pm
Bid submission deadline	23rd August 2024 by 12pm
Evaluation of bid submissions	27 th August 2024
Contract award	6 th September
Contract commencement date	1 st October 2024

2.8.2 All bidders must submit their bid via the eTendering portal no later than 12 noon on 23rd August 2024. (the "Deadline"). Hard copy submissions or email submissions will not be accepted.

2.8.3 Bidders must ensure they allow sufficient time to upload and submit their bids. NPH will not be held responsible for any I.T issues or difficulties in submission outside of the control of NPH.

2.8.4 NPH reserves the right to reject any bid received after the submission return date and time or any bid that is found to be incomplete at the submission deadline.



2.9 Information and Tender Response Documents included with this Tender Pack

- 2.9.1 This ITT overview document describes the process and evaluation methodology by which this tender exercise will be managed, responses evaluated, and the contract awarded.
- 2.9.2 This ITT document is accompanied by supplementary appendices and an online response form/s (see below), which form the tender pack, and should be read and/or completed as detailed below:

Ref	Name	Description
Appendix Documents (to be read)		
3	Contract Terms and Conditions	The terms and conditions that will be used for this contract.
Tender Response Documents		
1	Quality Response Template	
2	Pricing Schedule Template	
4	Certificate of Bona Fide Tender	

2.10 Minimum Qualification Requirements

- 2.10.1 In order to be considered able to apply for the contract, bidders must be able to demonstrate they have appropriate financial stability, insurance, accreditations and certifications deemed by NPH to be essential, as follows:

Turnover

- 2.10.2 The minimum eligible annual turnover is: £80,000.00.

Insurances

- 2.10.3 bidders are required to have the following insurances and levels of cover:
- Public liability: £2,000,000.00
 - Employers liability: £5,000,000.00

Mandatory Qualifications, Certifications / Accreditations

- 2.10.4 bidders are required to have the following qualification / accreditations certifications to be eligible to bid for this contract and will be required to provide evidence of such as part of their response.
- SIA License (minimum level 2)
 - Trained dog handler qualification (such as NASDU qualification or equivalent)

2.11 How to ask Questions / Clarifications

- 2.11.1 To ensure a full audit trail, if any bidder wishes to ask a question or seek clarification prior to the submission of their bid then these can ONLY be made through the messaging function within the eTendering portal. Any direct email messages or direct phone calls will be redirected to the sender advising to submit via the portal.
- 2.11.2 NPH will use the eTendering portal messaging facility to contact bidders with any important updates or clarifications. Therefore, the primary contact should regularly check for new messages from NPH, and organisations should ensure that a secondary contact email address is set up within the eTendering portal. Where possible please use a general email such as 'bidteam@company.com' to ensure access to the account is still possible in the case of individual leave or other absence.
- 2.11.3 NPH will endeavour to respond to all questions and requests made through the eTendering portal, provided they are received before the date specified in section 2.8 of this ITT document.
- 2.11.4 Where a query is specific to a bidders' individual submission or circumstances NPH will only respond to the specific bidder in question.



- 2.11.5 In the interest of fairness and transparency, where deemed appropriate responses to queries or clarifications issued by NPH will be sent via the eTendering portal to all bidders who have expressed an interest for the Tender within the eTendering portal.
- 2.11.6 When submitting a question, request for clarification or further information, bidders should indicate if they believe the query and response to be commercially confidential to them and should not be shared with other bidders. This should be done through marking it as 'Confidential – not to be circulated to other bidders'.
- 2.11.7 If NPH considers that, in the interests of open and fair competition, it is unable to respond to the question, request for clarification, or further information on a confidential basis, it will promptly inform the bidder who has submitted it to explain why.



3 Section 3 - Tender Assessment and Award

3.1 Evaluation and Award Overview

- 3.1.1 Bid submissions will be assessed in two subsequent stages qualification and award. See below more detailed information related to the assessment of the bids:

Stage 1 - Qualification Criteria

- 3.1.2 The qualification criteria will assess the bidder's suitability to be considered for the contract in terms of their financial capacity, technical capability, and good standing as an organisation. This will be carried out in 3 steps as set out in section 3.2 of this document.

Stage 2 - Award Criteria

- 3.1.3 An assessment of the bidder's suitability to be awarded the contract based on the completion of quality questions and completed pricing schedule which will be assessed in accordance with the weighting outlined in section 3.3 of this document.
- 3.1.4 bidders who successfully pass the qualification criteria requirements will then be assessed and a final successful bidder appointed on the basis of submitting the most advantageous tender (MAT).
- 3.1.5 The award evaluation process comprises an assessment of bidder's quality and price submissions.

3.2 Stage 1 Evaluation – Qualification

- 3.2.1 NPH will initially assess the bidder's suitability to be considered for the contract. This will be carried out in 3 steps as follows:

Step 1 – Completeness of submission

Step 2 – Assessment of the qualification criteria

Step 3 – Financial stability assessment

Step 1 – Completeness of Submission

- 3.2.2 After the tender submission deadline has passed NPH will unlock and download all bids received and carry out a check of each submission for completeness and compliance with the instructions provided. These checks will include (but may not be limited to):
- Whether all online questionnaires have been completed correctly
 - Whether mandatory tender response documents requested have been provided and fully completed.
 - Whether any mandatory pricing requested in the pricing schedule/s submitted have been left blank
 - Whether mandatory certifications, accreditations or other supplementary attachments requested are present and in date.
- 3.2.3 Where some minor information is missing or omitted in a bidders' submission, NPH will issue one combined clarification message to the bidder via the eTendering portal. This will detail any errors identified and give the bidder the opportunity to rectify the issues and respond with the corrected and/or missing information within a specified timeframe.
- 3.2.4 Where large sections of the required submission have been omitted (such as a number of key submission documents are not provided, or the bidder has intentionally not complied with the instructions - such as not using the response templates provided), then NPH reserves the right to exclude the bidder from progressing any further in the process.
- 3.2.5 Should the bidder fail to respond to the message within the timeframe given or does not fully address the errors and/or omissions flagged by NPH in their response; NPH reserve the right to reject the bid in its entirety or exclude the bidder from progressing for any affected lot/s where there is insufficient or incorrect information for.



Step 2 - Assessment of the Qualification Criteria

- 3.2.6 Your qualification criteria response will comprise of self-declaration information required in accordance with the Public Contracts Regulations 2015, and a check to ensure the bidder has any specified minimum or mandatory requirements to be considered for the contract, such as:
- Evidence of in date insurance policies to the level of cover requested, or commitment by the bidder to attain the minimum levels of insurance if successful in their bid submission.
 - Any mandatory organisational or operative accreditations, certifications and qualifications.
- 3.2.7 Note the requirements will differ between contracts, and bidders should refer to section 2.9 to find out more about the specific requirements for this contract.
- 3.2.8 Following the assessment of a bidder's response to the qualification criteria, if NPH deems a bidder to be unsuitable to be considered for the contract, their bid will be excluded and their response to the award criteria will not be assessed. In the event of this situation the bidder will be informed of this and the rationale for exclusion provided.

Step 3 – Financial Stability

- 3.2.9 For the financial stability assessment, NPH's financial team will undertake the following process to carry out a robust assessment of a bidders' financial standing:
- **Credit score** – NPH uses Creditsafe to carry out initial checking of a bidders' financial status and help inform the subsequent assessments carried out. Should any financial risk or low score be flagged within the Creditsafe information obtained, NPH may seek clarification from the bidder to explain the rationale for the low score.
 - **Annual Turnover** - bidders will be assessed based on their average annual turnover for the past three years by comparison to the minimum turnover requirements set out in section 2.9.
 - **Profitability, Stability and Liquidity Assessment** – bidders will be assessed on their financial stability based on a range of financial information obtained from the bidders annual accounts including:
 - Net current and total assets and liabilities
 - Liquidity ratio
- 3.2.10 Following the assessment of a bidder's financial standing, if a bidder is deemed to be unsuitable to be considered for the contract, their bid will be excluded and their response to the award criteria will not be assessed. In the event of this situation the bidder will be informed of this and the rationale for exclusion provided.

3.3 Stage 2 Evaluation – Award

- 3.3.1 The award criteria will assess bidders based on a combination and quality and price and ultimately define who is awarded the contract.
- 3.3.2 The balance between quality and price for the tender is 60% quality and 40% price.

Allocation and Assessment of the Quality Criteria

- 3.3.3 The overall quality score for this tender is 60% of the overall tender. The available marks and weighting for all questions within this response template are shown below:

No	Question Title	Marks	Weighting
1	Site Security		20%
2	Training		10%
3	Safety Procedures		10%
4	Experience		10%
5	Quality Control		10%
6	Insurances	Pass/Fail	
7	Licenses and Training	Pass/Fail	
	Total Quality Score		60%

Scoring Matrix for the Quality Questions

3.3.4 The quality questions will be scored out of 5 marks using the scale set out below. The weighing will then be applied to the question score.

Score	Judgement	Performance
5	Excellent	The bidder has given an excellent response enabling the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify comprehensive evidence that the response given will deliver <u>all</u> stated requirements
4	Good	The bidder's response enables the evaluator to have a comprehensive understanding of how the requirement will be met. The evaluator can clearly identify evidence that the response given will deliver all stated requirements.
3	Satisfactory	The bidder's response enables the evaluator to have a good understanding of how the requirement will be met. The evaluator can clearly identify evidence that the response given will deliver most of the stated requirements.
2	Insufficient	The bidder's response enables the evaluator to have an understanding of how the requirement will be met. The evaluator can identify sufficient evidence that the response given will deliver most of the stated requirements. The response may have either raised a concern, several small issues, is inconsistent in some aspects, or does not cover all parts of the question.
1	Poor	The bidder's response does not enable the evaluator to have an understanding of how the requirement will be met. The evaluator cannot clearly identify that the response given will deliver most of the stated requirements due to insufficient evidence and/ or the bidder only demonstrating a limited understanding.
0	Not Answered	The evaluator believes that the bidder has failed to either answer the question or provide a relevant response.

3.3.5 The quality score % for each quality question will be calculated as follows:

(bidder's score achieved for question ÷ maximum score available) X % score attributed to question
= bidder quality score %

EXAMPLE - Question 1 is worth 10%

Score of 4 (out of 5 given to bidder's response) ÷ 5 (max score) x 10% (question weighting)
= 8% weighted score achieved

3.4 Assessment of the Pricing Criteria

3.4.1 The total weighting assigned to price is 40%,

3.4.2 Bidders will provide their pricing submission in Appendix 2, and full instructions will be included in the template document on how to complete it.

3.4.3 To ensure fair and equal comparison of bids, pricing submissions will be assessed based on the day and night shift costs only. Any additional costs proposed by the bidder will be considered by NPH but will not be included in the pricing assessment as they may vary from bidder to bidder.



3.4.4 Pricing will be assessed based on lowest price = highest score achieved, see below an example (based on an example price weighting of 40%):

Bidder	Total Bid Price	Weighted Score (out of 40%)
Bidder 1	£110,000	40%
Bidder 2	£125,000	35.2%
Bidder 3	£118,000	37.3%

3.4.5 When assessing the pricing submissions NPH will initially review each submission for completeness and compliance with the instructions provided. If any errors are identified (such as missing mandatory pricing information) NPH will either clarify with the bidder and correct the mistake on their behalf based on the correct information being provided by the bidder, or request the bidder provide an updated pricing submission with the error resolved.

3.4.6 To ensure fair competition and comparison of pricing submissions between all bidders, when reviewing and evaluating pricing submissions NPH reserve the right to:

- Reject a bid in its entirety if the pricing submission has not been completed in accordance with the instructions set out in the pricing schedule (such as missing mandatory pricing information).
- Reject a bid in its entirety if the pricing submission has caveats or conditions included that were not raised as a clarification and subsequently approved by NPH during the tender period.
- Reject a bid in its entirety if the pricing template provided has been modified or amended (including unlocking a locked template and / or amending any pre-set formulas used by NPH to aid evaluation of the pricing submissions).
- Make adjustments to the pricing schedules post submission should it become apparent when reviewing submissions that the market/majority of bidders cannot price certain line items or sections. Any changes will be fully explained by NPH to all bidders as a clarification before proceeding to final award.
- Make adjustments to the pricing schedules post submission where it is identified that there are formulaic errors in the pricing template that was provided to bidders. Any changes will be fully explained by NPH to all bidders as a clarification before proceeding to final award.

3.5 Annual Price Refresh

3.5.1 All line items and SOR prices submitted in the pricing schedule will be subject to an annual uplift based on the Consumer Price Index (CPI) as published by the Office for National Statistics.

3.5.2 **Consumer Price Index (CPI) indices link:**

<https://www.ons.gov.uk/economy/inflationandpriceindices/timeseries/d7bt/mm23>

3.5.3 The month of the release of this tender will be considered the baseline index month and the corresponding index figure will be used for all subsequent inflationary uplift calculations.

3.5.4 At the annual anniversaries of the start date of the contract, the latest confirmed available index figure will be used by NPH to compare against the baseline months' index figure to calculate any percentage change that can be applied to the rates submitted within the pricing schedule.



4 Section 4 – Instructions for Completing Your Bid Submission

4.1 What You Need to Provide for a Complete & Compliant Bid Submission

4.1.1 For a bid to be compliant and deemed to be complete you must provide the following:

- Completed response to online qualification response questionnaire/s - This should be completed in line with the instructions detailed within the qualification questionnaire on the e-Tendering portal.
- Copies provided of the following:
 - Insurance Documents
 - Relevant Qualification Documents
 - Relevant Training Documents
 - Past 3 years accounts
- Completed response to Appendix 1– Quality Response Template
- Completed response to Appendix 2 – Pricing Schedule Template
- Completed response to Appendix 4 - Certificate of Bona Fide Tender Template

4.2 Important Notes for Submitting Your Bid

- 4.2.1 All responses must be submitted electronically via NPH's eTendering portal. The online response form will contain specific attachment questions for each of the response documents listed above, and where applicable will be marked as mandatory uploads, preventing a bid being submitted unless all questions have an attachment uploaded.
- 4.2.2 Bidders should ensure that they adhere to any page or word limits applied to a question, and any other instructions set out in the question.
- 4.2.3 Bidders should not use additional attachments to increase their response as this will not be considered in the evaluation of their bid. Additional attachments should be limited to providing support evidence where requested (such as accreditations, CVs, completion certificates etc)
- 4.2.4 Any additional attachments should be clearly referenced in the main response and (where relevant) should include the question number in the title of the attachment to allow NPHs' evaluators' to easily refer to it.
- 4.2.5 If a multi-page attachment is provided and the relevant page and/or section is not clearly referenced in the main response, it will not be considered in the evaluation. NPH evaluators will not search through the document to find the relevant information related to the main response, it is the bidders' responsibility to make this clear.



5 Section 5 – Conditions of Tender Participation

5.1 General Information for Bidders

- 5.1.1 Information supplied by NPH (whether in the tender documents or supplementary clarification and /or information provided) is issued for general guidance in the preparation of a bid submission.
- 5.1.2 Before submitting a bid, bidders must satisfy themselves that they understand the terms of participation, and have the skills, capacity and capability to deliver in accordance with the specification, performance measures, and terms and conditions of the contract.
- 5.1.3 NPH shall not be held responsible or liable for any inaccurate information obtained by any bidder, whether from a servant or agent of NPH and whether the inaccuracy is due to want of care on the part of NPH, its officers or agents.
- 5.1.4 Should any additions or alterations to any part of the ITT document or the provision of further information appear to NPH to be desirable to be provided to bidders prior to bid submission date, such information will be issued to the bidders through NPH's eTendering portal.
- 5.1.5 Unless otherwise specified in the ITT document, post submission negotiations regarding any aspect of the specification, pricing, performance measures, and terms and conditions of the contract will take place. Where not allowed for, further discussions may only be held for the purpose of clarifying or supplementing offers or the requirements of NPH, providing that this does not involve discrimination, distortion of competition or the adjustment of prices/rates or total amounts.
- 5.1.6 Bidders can however seek clarification of any aspect of the ITT, specification, pricing, contract or any other documentation provided before the closing date set out in this document.
- 5.1.7 Bidders should seek all necessary technical and legal advice as part of consideration of their bid, and fully satisfy themselves as to their legal and other obligations in relation to this tender and subsequent contract.
- 5.1.8 The Appointed Companies will comply with proportionate key performance indicators (KPIs) and service level agreements (SLAs) set by NPH in the specification.

5.2 Confidentiality

- 5.2.1 The ITT documents and any related and supporting information provided by or on behalf of NPH must be treated by bidders as private and confidential.
- 5.2.2 Bidders must not disclose or release any information relating to the ITT documents and any related or supporting information other than on a strictly confidential basis to those who the bidder needs to consult with in the preparation or their bid (such as sub-contractors or suppliers).
- 5.2.3 Bidders must not disclose the fact that they have been invited to tender for this contract, or at any time release any information concerning this tender opportunity and/or any information or interaction with NPH in connection with this opportunity without express permission of NPH.
- 5.2.4 NPH is required to comply with the provisions of the FOIA and/or EIR and will normally seek comments from any party whose information is subject to a request under the FOIA and/or EIR. Even where information is identified as confidential and/or commercially sensitive, NPH may be required to disclose such information in accordance with the FOIA and/or EIR if a request is received.
- 5.2.5 Each bidder warrants to NPH that no document forming part of their bid submission shall infringe any intellectual property rights. Each bidder shall retain intellectual property rights in all documents that it prepares as part of its Tender/Offer and NPH shall not copy or use any such documents other than for the purpose of the evaluation, consideration of bids and drafting of the contract for the successful bidder.
- 5.2.6 Each bidder shall indemnify NPH and keep NPH indemnified against all actions, claims, demands, liability, proceedings, damages, costs, charges and expenses whatsoever arising out of or in connection with any breach of any of the provisions outlined in this section.
- 5.2.7 NPH reserves the right to retain all documents submitted by bidders throughout the whole of the period that their submissions remain valid and open for acceptance. Retention and destruction of all documentation related to the tender will be carried out in line with General Data Protection Regulations (GDPR).



5.3 Copyright

- 5.3.1 The copyright in this ITT and any other supplementary documents issued by NPH is vested to NPH and may not be reproduced, copied, sent to third parties, or stored in any medium unless directly related to the preparation of a bid submission.

5.4 Consortia and Groupings

- 5.4.1 Where any form of consortium (where formal or informal), special purpose vehicle or a holding company is proposed by the bidder, this must be clearly and fully shown within their submission and the relationship between participants clearly explained.
- 5.4.2 All information should be given in respect of the proposed lead organisation. Relevant information should also be provided in respect of each and all the consortium or group members or contractors who will play a significant role in the delivery of the contract and/or where the consortium member is being relied upon to meet the qualification requirements.
- 5.4.3 All responses made by a consortium or group must be fully supported to enable NPH to properly assess the proposed overall provision, and NPH reserve the right to request additional information before satisfying itself that the consortium have the necessary skills, capacity and capability to be considered for the contract.

5.5 GDPR

- 5.5.1 Bidders are required to have in place all necessary resources to perform the contract to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects.

5.6 Preparation, Submission and Assessment of Bids Received

- 5.6.1 The bid submissions shall be submitted as defined in this ITT, should the bidder be unable or unwilling to submit a bid, they should advise NPH through the eTendering portal.
- 5.6.2 Submissions must be completed in UK English. All financial sums and amounts must be in pounds sterling.
- 5.6.3 Bids must be kept open and valid for acceptance by NPH for at least 90 days after the closing date for the return of bids. A longer period may be agreed by NPH and notified in writing to the bidders.
- 5.6.4 All costs, expenses and disbursements incurred by any bidder in the preparation and submission of their bid, including any discussions, interviews, presentations, and external support and guidance are to be borne in full by the bidder.
- 5.6.5 Bid submissions must not be qualified in any way and must be submitted strictly in accordance with the ITT documents. Submissions must not be accompanied by any covering letter or any statement that could be construed as rendering the bid unequivocal and/or placing it on a different footing from other submissions and bidders may not submit a caveat or otherwise place conditions concerning their submission.
- 5.6.6 Bid submissions will remain inaccessible to NPH on the e-Tendering portal until after the submission closing date and time. Only the last version of the documents submitted by the bidder before the closing time and date stated in the eTendering portal will be made available to NPH for evaluation.
- 5.6.7 NPH may, at its own discretion, extend the closing date and time stated in this tender document. Bidders are strongly advised to give themselves sufficient time to submit their submission via the eTendering portal.
- 5.6.8 NPH reserves the right to reject or disqualify a bidder, where the bidder:
- fixes or adjusts the amount of its pricing submission by, or in accordance with any conditions of contract or other arrangement with any other party; or
 - communicates to any party other than NPH the amount or approximate amount of its proposed submission or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission or insurance or any necessary security); or
 - enters into any agreement (formal or informal) with any other party that such other party shall refrain from submitting a bid or makes an amendment to their bid; or
 - offers or agrees to pay or gives or does pay or gives any sum or sums of money, inducement, or



valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to this Tender or any other proposed Tender, (without prejudice to any other civil remedies available to NPH and without prejudice to any criminal liability which such conduct by a bidder may attract).

- directly or indirectly canvasses any officer, member, employee, or agent of NPH concerning the establishment of the contractual relationship or who directly or indirectly obtains or attempts to obtain information from any such officer, member, employee, or agent or concerning any other bidder, Tender or proposed Tender.
- fails to comply fully with the requirements of this ITT or makes a misrepresentation in any information supplied in their bid.
- makes or attempts to make any variation or alteration to the terms of the Tender, the conditions of contract, or the specification except where a variation or alteration is invited or permitted in accordance with the terms of all or any of the Tender, the conditions of contract and the specification; or
- there is a change in identity, control, financial standing, or other factor impacting on the selection and or evaluation process affecting the nature and/or structure of the bid submission.
- submits a bid which does not comply with any mandatory requirement (where the word “shall” or “must” is used).

5.7 Tender Validation

- 5.7.1 If NPH is required to validate aspects of a bidder’s submission this shall be carried out via the eTendering portal. The results of the validation enquiry shall not be scored separately, but answers may be evaluated to confirm or adjust up or down scores awarded during the ITT evaluation stage.
- 5.7.2 The validation process shall only be operated where NPH determines, at its entire discretion, that further clarification of any part of the submission is required in respect of one or more of the bidders’ submissions before a final decision is reached.
- 5.7.3 Pricing submissions will be reviewed to see if any appear to be abnormally low or unsustainably high. This may be the pricing submission in its entirety, or sections of it.
- 5.7.4 Where all or part of a bid’s pricing submission appears to be abnormally high, NPH reserve the right to clarify with the bidder the areas deemed to be abnormally high to check the bidder has the correct understanding and assumptions made. Following this, the bidder may be permitted to resubmit their bid if an obvious mistake has been identified or incorrect assumption made.
- 5.7.5 In relation to abnormally low bids, a submission will be deemed to be abnormally low if it is 20% or more below the mean of the range of all the other bids received, or in NPH’s opinion the rates within the bid appear to be unsustainable. In such a case NPH will request a written explanation from the bidder addressing those parts of it that NPH consider contributing to the bid being abnormally low. Evidence provided in response to this request will be assessed and the verified with the bidder. NPH may use additional external sources of pricing information to assist them in assessing the sustainability of a bid. An abnormally low bid may (but will not necessarily) be rejected at this stage.

5.8 TUPE

- 5.8.1 The Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) (“TUPE”) may apply to the workforce of the incumbent contractor(s) in relation to the Works under the Contract. Whether or not TUPE applies is a matter of law. This can finally be determined only by an Employment Tribunal.
- 5.8.2 If TUPE applies, the existing workforce of the incumbent contractor who are assigned to the Works immediately before the Commencement Date will transfer (unless they choose not to) to the Service Provider on their existing conditions of employment.
- 5.8.3 Bidders should be aware that TUPE may apply to a the contract and where this is known this will be highlighted in ITT document.