NHS Sheffield CCG

For the provision of Any Qualified Provider (AQP) for

Sheffield Adult Autism and Neurodevelopment Diagnostic and Post-Diagnostic and related Services

Ref:- YHCS/SHEF/AD/16/12

**COVERING LETTER**

Dear Potential Provider

**Procurement Reference Number: YHCS/SHEF/AD/16/12**

**Introduction to the Procurement.**

This is an invitation for you to submit an offer for the provision of the services as set out in the Documentation and to meet the minimum standards and criteria required to become an Any Qualified Provider.

This procurement is a one staged process generally referred to as the Any Qualified Provider (AQP) process and aimed to identify a number of Qualified Providers. Award of Contracts will be to any Potential Provider who “Qualifies” i.e. meets the minimum assessment and selection criteria.

This AQP process is being undertaken by NHS Sheffield Clinical Commissioning Group for and on behalf of itself as the contracting authority and herewith referred to as the Authority.

If qualified, your organisation will be required to accept the terms and conditions and be compliant with the NHS Standard Contract 2016/17 (<http://www.england.nhs.uk/nhs-standard-contract/> ). Please note that the Contracting Authority will not enter into an arrangement with any individual or organisation that does not fully accept this requirement. Please note that caveat responses will be considered as non-acceptance of this requirement.

The Authority are keen to hold a number of AQP contracts for this service with an aim to possibly attract smaller and more local providers of the Service; though we do recognise that the capacity, capability and ability to meet our minimum standards may in themselves restrict our desire to do so.

The period of any AQP contract arrangement awarded for this Service as a result of this initial phase of the AQP arrangement will be for 2 years from the date of the Contract with a potential for extension; subject to continued satisfactory performance, of 12 months.

As the Authority are keen to widen the number of AQP contracts for this service they may and reserve the right to re-approach the market seeking such additional Qualified providers during this period of contract. The contract period related to any subsequent appointments for delivery of this service will be suitably prorated.

The remainder of this Document 1 sets out the plans and instructions on how this procurement will progress. A timetable for the competition is given in Table 1 below identifying the closing date for completion and submission of the required Qualification Documents is **12:00 noon <Date>.** The Contracting Authority reserves the right to change dates and times or modify any stage of the process including the introduction of additional steps or stages in order to maximise efficiencies.

It is vital that you read all the documentation associated with this Invitation, whether they are actually included or referred to within the documentation, as this will enable you to understand their relationship to each other and this procurement exercise. This is especially important if this would be the first time any Potential Providers is offering to provide services to the NHS.

**Introduction to the ACP Documentation**

The AQP Documentation comprises of the following documents:

AQP Document 1: Qualification Information Document (this document)

AQP Document 2: Service Specification Document

AQP Document 3: the On-line Qualification Questionnaire on NHS Sourcing e-Tendering Portal

**AQP Document 1: Qualification Information Document (this document)**

Contains the information and instructions on how to respond to this invitation and details the selection and assessment criteria that will be used to identify the pool of AQPs. It reflects the qualification questions that must be answered using the Online Questionnaire and indicates the Authority’s expectations of the answers to those questions.

**AQP Document 2:** **Service Specification Document**

This is the detailed specification of the Authority’s Requirements and it will eventually form Schedule 2 of the NHS Standard Contract 2016/17.

**AQP Document 3: The Online Response and Supporting Information Upload Document**

The Online Qualification Questionnaire and Response Document held on the NHS Sourcing e-Tendering Portal[[1]](#footnote-1) identifies the questions that are required to be responded to in the Qualification Questionnaire. This electronic questionnaire is regarded as part of the AQP documentation but clearly cannot be included here. Within the Online Questionnaire are a number of questions that are drop down selections (e.g. Yes or No). There are some questions that require your response to be made On-line in the Comment Box provided next to the question and some questions that require you to create a document in response and then upload it into the relevant part of the Online Response Document (i.e. At Section 9.) These last set of Questions are identified in the AQP Document 3 – Supporting Information Upload Document. So you will be required to complete and upload Doc 3 at Section 9 for Document 2 – to be regarded as complete.

This part of the AQP Documentation (the Supporting Information Upload Document) is the more detailed and qualitative part of your Submitted Response that will be required to be uploaded at Section 9 of the Online Qualification Questionnaire.

Potential Providers that are new to working with the NHS are referred to the NHS Business Partners’ mini-guide which can be found at:

<http://systems.hscic.gov.uk/businesspartners/hscicminiguide.pdf> and are strongly recommended to commence appropriate action as indicated in that mini-guide at early stage.

Before taking any further action please ensure you read all the AQP Qualification Information, the other documents it refers to and the associated online AQP Qualification questionnaire and the supporting documents very carefully since failure to comply with the requirements stated and contained in them will invalidate your submission.

We look forward to receiving your Submission.

Yours sincerely

Angela Don MCIPS, Chartered MCIPD, MAPM

Interim Procurement Manager, On behalf of: NHS Sheffield Clinical Commissioning Group

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**SECTION 1: INTRODUCTION**

1. Purpose
   1. The purpose of this document is to provide information and instructions to allow Potential Providers to submit a response for qualification to deliver Sheffield Adult Autism and Neurodevelopment and related Services on behalf of NHS Sheffield CCG using the Any Qualified Provider (AQP) process.
2. Instruction and Guidance for Completion
   1. Additional instructions and guidance on completion of the On-Line Questionnaire and other information (where necessary) can be accessed through the eTendering portal at <https://www.nhssourcing.co.uk>.
   2. In the On-Line Questionnaire, where a specific response is required against a question it must be submitted by using the drop down choices and or in the box provided.
   3. Other than the upload of Document 3 - the Supporting Information Upload Document into Section 9 of the On-line Questionnaire no other documents are to be uploaded nor must anything else be embedded within the Online Response Document (Document 3)
   4. All judgements are made solely on the information provided in the submission, so please take care to ensure that full answers are provided where called for. This is particularly important to note if you are known to or have had past relationships with the Contracting Authority as such prior knowledge will and cannot be used to assess the written answers in the documentation.
   5. There are assessment criteria of Pass/Fail which will be applied to the Service Delivery and Legal sections of the qualification document.
3. Qualification Submission Clarification
   1. The Contracting Authority reserves the right to request Potential Providers to clarify any part of their qualification response. Any requests for clarification will be issued via the Bravo eTendering system messaging facility. Potential Providers are encouraged to check the eTendering portal regularly during the process as failure to respond may result in your submission not being qualified. When a question has been raised by the assessment team the provider will be sent a message detailing the question raised. Providers will have 48 hours to respond to the query.
   2. If the Potential Provider fails to provide an adequate response to one or more points of clarification, or fails to respond in a timely manner, the Potential Provider may be excluded from progressing further in the process.
4. Qualification Timetable
   1. Table 1 below is the timetable for the qualification process. This is intended as a guide and whilst the Contracting Authority does not intend to depart from this timetable they reserve the right to do so at any time.

| Stage | Planned Date  2016 |
| --- | --- |
| Any Qualified Provider (AQP) advert published as a Contract Notice | 20 April |
| Provider Notice Board for questions closes | 16 May |
| AQP submissions must be completed and submitted by | 23 May |
| Assessment of submissions | 24 to 31 May |
| Presentations/ Site Visits | 27 or 31 May |
| Potential Providers notified of the outcome | 7 June |
| Voluntary 10 day Standstill Period Complete | 17 June |
| (if no Challenges) Due Diligence and Conditions Precedent completed with each Qualified Provider | |
| Contract Awarded with each Qualified Provider | 20 to 24 June |
| Contract and Implementation/Mobilisation commences | 27 June |
| Service Fully functioning | 1 October |



**SECTION 2: ASSESSMENT AND SELECTION CRITERIA**

1. Introduction
   1. This section of AQP Document 1 sets out the criteria against which providers will be assessed after completing and submitting the Online Response Qualification Questionnaire.
   2. Please note that it is a mandatory requirement to respond to every question on the Online Qualification Questionnaire. In order to qualify for the Any Qualified Provider (AQP) process all questions with assessment criteria of pass/fail must be assessed as a pass.
   3. All answers submitted must answer the question, ensure the relevant listed details are included and comply with the maximum word count limit. No policy documents are required with the answers.
   4. In securing services from providers using the AQP model, The Contracting Authority needs assurance of competence, quality and safety. This process aims to ensure that appropriate information is gathered from providers for the relevant sections of the qualification form for this assurance to be secured.
   5. There is a maximum word count for certain responses. It should be noted that:

* The word count is intended to give an indication to the provider as to the depth of the response required for each of the questions.
* There is no obligation to fully utilise the word count.
* After the maximum word limit has been reached the remaining part of the answer (those that exceed the maximum word count) will not be assessed.

1. Assessment
   1. Table 2 below shows how each of the questions of the On-Line Questionnaire will be assessed. You will see some of the On-Line Questionnaire responses required are for information purposes only; others have a pass/fail element to them.

Table 2

|  |  |  |  |
| --- | --- | --- | --- |
| Q~ | Requirement | Required Response | Assessment |
| Section 1: Offer Details | | Tick as Appropriate | |
| 1.1 | Service lines/Locality – For information |  | Tick as Appropriate |
| 1.2 | Pricing Model Confirmation | Positive | Pass/Fail |
| 1.3 | Agreement to terms of NHS Standard Contract | Pass/Fail |
| 1.4 | Consent to credit reference | Pass/Fail |
| 1.5 | Confirmation of relevant policies | Pass/Fail |
| 1.6 | Confirmation of Financial state of organisation – insolvent, compulsory winding up order, receivership | Pass/Fail |
| 1.7 | Confirmation clinicians referred to providing service | Pass/Fail |
| Section 2: Address | | | |
| 2.1 | Applicant’s representative’s details | Information provided | For Information |
| 2.2 | Mobile facilities | For Information |
| 2.3 | Premises – address details | For Information |
| 2.4 | Organisation’s legal entity name & address | For Information |
| 2.5 | Parent Organisation | For Information |
| 2.6 | Parent organisation – name & address | For Information |
| Section 3: Organisation | | | |
| 3.1 | Organisation category (as below) | Information provided | For Information |
| 3.2 | SME | For Information |
| 3.3 | Charitable organisation | For Information |
| 3.4 | State of incorporation | For Information |
| 3.5 | Incorporation information | For Information |
| 3.6 | Partnership arrangements | For Information |
| Section 4: Regulation | | | |
| 4.1 | Organisation requires monitor licence | Information provided  (if applicable) | For Information |
| 4.2 | Monitor licence details | For Information |
| 4.3 | Monitor status details | For Information |
| 4.4 | CQC registration | For Information |
| 4.5 – 4.11 | CQC registration details and other Professional Registrations | Pass/Fail |
| Section 5: IM&T | | | |
| 5.1 | IM&T systems | Compliant | Pass/Fail |
| 5.2 | ODS Code status | Compliant | Pass/Fail |
| 5.3 | Information Governance (IGSoC) status | Compliant | Pass/Fail |
| 5.4 | Choose and Book status | Compliant | Pass/Fail |
| 5.5 | N3 Connection Status | Compliant | Pass/Fail |
| 5.6 | NHS Mail Account | Compliant | Pass/Fail |
| 5.7 | Local IM&T requirements | Compliant | Pass/Fail |
| 5.8 | Data Protection Act | Compliant | Pass/Fail |
| Section 6: Insurance & Indemnity | | | |
| 6.1 | Public Liability Insurance | Information provided | Pass/Fail |
| 6.2 | Employer’s Liability Insurance | Pass/Fail |
| 6.3 | Clinical Negligence/ Professional Liability | Pass/Fail |
| 6.4 | NHS Litigation Authority | Pass/Fail |
| Section 7: Conflicts of Interest and Litigation | | | |
| 7.1 | Regulation 57 of the Public Contracts Regulations 2015 | Compliant | Pass/Fail |
| 7.2 | Conflicts of Interest | Compliant | Pass/Fail |
| 7.3 | Litigation | Information provided | Pass/Fail |
| Section 8: Service Delivery | | | |
| 8.1 | Contracts | Information provided | Pass/Fail |
| 8.2 | Three years of Accounts | Meets assessment and selection criteria | Pass/Fail |
| 8.3 | Service Delivery and Mobilisation | Pass/Fail |
| 8.4 | Care Pathway | Pass/Fail |
| 8.5 | Local Agreements and Partnerships | Pass/Fail |
| 8.6 | Clinical governance | Pass/Fail |
| 8.7 | Staff | Pass/Fail |
| 8.8 | Equity of Access | Pass/Fail |
| 8.9 Local questions | | | |
| 8.9.1 | Alignment across health sector | Meets assessment and selection criteria | Pass/Fail |
| 8.9.1 | Locality of provision | Pass/Fail |

* 1. Each section of the Questionnaire will be assessed individually and a fail against one or more than one Pass/Fail in the relative sections may result in an overall fail dependent on the proportionality of the failing question/s to the quality of delivery of the Service.

**Economic and Financial Standing**

* 1. Section 8 Question 8.2 will assess the economic and financial standing of Potential providers (who have not already been excluded at the preliminary compliance (pass/fail) review) will be scored based on responses to questions in the relevant sections of the On Line Questionnaire and the supporting information provided such as accounts and /or an independent credit check.

Assessment of Financial Analysis – Financial Scoring Criteria

* 1. Financial analysis will be based on an assessment of the last three years sets of financial statements submitted by Potential providers. Information from those financial statements will be used to perform the calculations below and will be scored using a scale of 0 to 5, in accordance with the Scoring Matrix shown below.

Liquidity

*Liquidity is assessed using the average score of the following three calculations:*

1. Current Ratio: Current Assets (incl. Stock) divided by Current Liabilities;
2. Creditor Days: Creditors Due within 1 Year divided by Cost of Sales, multiplied by 365;
3. Net Assets: Total Assets less Total Liabilities.

Debt

*Debt is assessed using the average score of the following two calculations:*

1. Capital Gearing Ratio: Long Term Liabilities divided by (Shareholders Funds plus Long Term Liabilities), with the resulting answer multiplied by 100 to generate a percentage.
2. Interest Cover: Operating Profit divided by Interest Payable.

Profitability

*Profitability is assessed using the average score of the following two calculations:*

1. Return on Capital Employed: Operating Profit divided by (Shareholders Funds plus Long Term Liabilities), with the resulting answer multiplied by 100 to generate a percentage.
2. Net Profit Margin: Net Profit before Taxation divided by Turnover, with the resulting answer multiplied by 100 to generate a percentage.

Scoring

1. Each of the calculations above will be scored using a scale of 0 to 5, in accordance with the scoring matrix in the table below; these scores will be used in conjunction with assessing any credit checks. In addition to this, scores will also be used to “test” the financial stability of a Potential provider by collating scores from each area and reworking as an average.
2. The average score from each of the three areas will then be divided by 2 to give a total score out of 7.5 for each of the three financial periods.

Financial Stability Check

* 1. Scores taken from assessments of financial statements will also be used to test the financial stability by collating scores from each area and reworking as an average. The average score from each of the four areas will then be divided by 2 to give a total score out of 7.5 for each of the three financial periods.
  2. Finally, a percentage is applied to each period in order to give weighting to the financial statements which are most current. A weighting of 50% is applied to the most recent set, 30% for the next set and 20% for the oldest set, giving one final score out of 7.5.
  3. The results from the financial stability check may also be considered in conjunction with the credit check results by the Contracting Authorities who will allocate a pass or fail. A fail will result in the Potential provider taking no further part in the qualification process.

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Score** | **Current Ratio** | **Creditor Days** | **Net Assets** | **Gearing Capital** | **Interest Cover** | **ROCE** | **Net Profit margin** |
| 5 | >3:1 | <30 | >£1m | <10% | >3:1 | > 15% | > 15% |
| 4 | 2:1<3:1 | 30<45 | £0.5M < £1m | 10< 25% | 2:1<3:1 | 10% < 15% | 10% < 15% |
| 3 | 1.5:1<2:1 | 45<60 | £0.25m <£0.5m | 25<50% | 1.5:1<2:1 | 5% < 10% | 5% < 10% |
| 2 | 1:1<1.5:1 | 60<90 | £0.1m< £0.25m | 50<75% | 1:1<1.5:1 | 2% < 5% | 2% < 5% |
| 1 | 0.8:1<1:1 | 90<120 | £0 < £0.1m | 75<100% | 0.8:1<1:1 | 0% < 2% | 0% < 2% |
| 0 | <0.8:1 | >120 | <£0m | >100% | <0.8:1 | < 0% | < 0% |

Credit Check – Financial Scoring Criteria

|  |  |
| --- | --- |
| **Score** | **Commentary** |
| Pass | The score provided by the credit scoring software states that the financial standing of the Potential provider is strong, that the Potential provider is well managed and that there is very low risk of the Potential provider experiencing financial stress that would constitute a risk to this project |
| Pass with Reservations | The score provided by the credit scoring software states that the financial standing of the Potential provider is acceptable, but there is some financial risk of the Potential provider experiencing financial stress that would constitute a risk to this project, but there is good evidence that risks are low. |
| Fail | The score provided by the credit scoring software states that the financial standing of this Potential provider is very high risk and would constitute a significant risk to this project |

* 1. Apart from Question 8.1 the remaining questions in Section 8 of the On-line Questionnaire: Service Delivery will be assessed using the assessment criteria as defined in Table 2 above and using the assessment mechanism below.

|  |  |
| --- | --- |
| **Score** | **Assessment Criteria Commentary** |
| Fail | The Question is not answered or there is requested information missing.  The response is not relevant or there is no apparent relevance.  The response does not evidence they can meet the minimum standard required.  The answer is limited and there are significant gaps in the response that would need substantial clarification. |
| Pass | The response clearly evidences they can meet the minimum standard required.  A good degree of evidence to show the Potential Provider’s ability to achieve what is stated within the response and achieves the required standard of delivery. |

* 1. Your responses to the remaining Service Delivery questions of Section 8 and the additional information that you provide in the Supporting Uploaded Information at Section 9 of the Online Response Document will be assessed on an individual basis by members of an assessment team against these published criteria. Following independent assessments there will be an assessment meeting to discuss responses and to agree whether a Potential Provider’s submission can be declared as Qualified.
  2. The table below reflects the questions that are asked in the On-line Qualification Questionnaire. The bullet points given after each question here are an indication of the areas that the Authority typically expects the Potential Provider to cover at minimum in their response and supporting evidence. Comments that you will comply and/or a cut and paste of the wording of and from this document are unlikely to provide the degree of confidence and evidence of consideration given to the question the assessment panel will be looking for.

|  |
| --- |
| 8.1 Contracts (Information Only) |
| 8.1.1 Please provide details of your last three contracts. If you cannot provide details of three contracts please include as many as you are able to. If you have no previous contract experience please state this. |
| Details should include:   * Commissioner name * Contract number * Contract description * Contract start date * Contract end date * Contract status * Contract manager’s name * Contract manager’ telephone number * Contract manager’s email address |
| 8.2 Accounts (Pass/Fail) |
| 8.2.1 Please provide a summary (PDF only) of the last 3 years profit and loss and balance sheet (even if unaudited). If you do not have 3 years worth please supply as many as you have. Check the offer documentation to ensure you have provided all the information requested. |
| If you do not have accounts then you must send a reference from your bank. |
| [8.3] Service Delivery and Mobilisation (Pass/Fail) |
| 8.3.1 Please provide details of your proposed service delivery model. Describe, with practical examples, how you will ensure the outcomes outlined in the service specification will be captured, recorded and used on a day to day basis?  Maximum word count: 1000 words |
| Advice on responding |
| You are expected to provide details of your proposed service delivery model against the requirements of the service specification.  In addition your response should include but not be limited to:   * A description of the model of delivery, identifying the key aspects of the model. * How you will monitor performance and quality. * How you will record progress against outcomes. * How you will review the model to identify opportunities for improvements to service delivery.   Please illustrate your answers with any relevant past experiences where appropriate. |
| 8.3.2 Please provide details of how unforeseen circumstances have been or will be captured, recorded and incorporated into policies and procedures in order to prevent any reoccurences?  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide an explanation of aspects of your emergency/serious incidents policies and procedures that evidence how you prevent reoccurrences of unforeseen circumstances and where possible ensure business continuity. Please illustrate your answers with practical examples and relevant past experiences where appropriate. Please state the titles of the relevant policies and procedures and if you have a current Business Continuity Plan.  NB. Your response should not be a straight cut and paste from your policies and procedures. |
| 8.3.3 Please provide details of how you will work with the Contracting Authority to review processes and procedures to continually improve your service delivery model?  Maximum word count: 1000 words |
| Advice on responding |
| You are expected to provide details on how you intend to:   * Carry out the review of your policies and procedures, providing any timelines where appropriate. * Engage the Contracting Authority in developing and improving your service delivery model. * Report to the Contracting Authority your internal developments and improvements to the service. * Provide details of any future developments planned or otherwise.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.3.4 Please provide a detailed response and plan of how you will mobilise the service, your plan must describe the key tasks and milestones and their completion dates, as well as the key roles of those responsible and accountable within the implementation team. The plan must also detail where key tasks are critical and dependent on others and how these will be mitigated, as well as how you will interface with existing providers?  Maximum word count: 500 words plus a Project Plan |
| Advice on responding |
| You are expected to provide a detailed text response plus an outline plan that includes:   * How you will mobilise the service. * Key tasks and milestones. * Dates and timescales. * Key contacts and details of accountability. * Risks and mitigation. * How you will interface with other relevant providers. * Prospective and current locations for service delivery.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.4 Care Pathway (Pass/Fail) |
| 8.4.1 With reference to the service specification, please provide a schematic diagram to depict the care pathway along with any local integration, specifically identifying the critical hand-off points, signposting and escalation mechanisms for clinical concerns and the process for managing them?  Maximum word count: 500 words plus any related Schematic Diagrams |
| Advice on responding |
| You are expected to provide an illustrative care pathway including:   * Assessment process: including the management of inclusion and exclusion criteria. * Local integration with the Contracting Authority and other services. * Critical hand off points. * Signposting to other services i.e. other care providers. * Escalation mechanisms. * Process for managing clinical concerns. * Follow-up and review process.   Please evidence your response with examples form relevant past experiences where appropriate. |
| 8.4.2 Please describe how you intend to deliver patient centred and responsive care.  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide practical examples of:   * How you will capture patient feedback and ensure the patients’ voice is integral to the delivery of your service model. * How you will ensure any feedback is incorporated into the care pathway and how this is adapted to the patients’ needs.   Please evidence your response with examples form relevant past experiences where appropriate. |
| 8.5 Local Agreements and Partnerships (Pass/Fail) |
| 8.5.1 Please describe what arrangements with other providers you have in place or need to have in place to enable you to provide this service, including details of any sub-contracting arrangements with such other providers?  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide details of partnerships with any health/local agencies and any sub-contracting arrangements (if using) for any part of the service. Please detail:   * What partnerships are in place and how they benefit the service delivery? * Which elements of the service will be sub-contracted? * Whom the service will be sub-contracted to?   Please detail any other local agreements or contracts that you have in place that you think are relevant to mention. |
| 8.5.2 Please provide details of how you will manage any necessary sub-contracting arrangements to ensure they deliver against the service specification and adhere to the desired governance model of the Contract?  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide details of:   * How you will ensure sub-contractors are fully compliant with the service model and associated quality and safety requirements. * How you will maintain management and contractual responsibility of the sub-contractors. * How you will ensure any sub-contractors deliver and report on the identified service outcomes.   Please illustrate your answers with relevant past experiences where appropriate.  Please detail any other local agreements or contracts that you have in place that you think are relevant to mention. |
| 8.6 Clinical Governance (Pass/Fail) |
| 8.6.1 Describe how this service links to your organisation’s governance arrangements?  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide details of your governance arrangements clearly outlining how these will link to your service. Your response should include but not be limited to:   * Governance organisational structures. * Continual review of service provision and acting upon any issues. * Implementation of risk assessment processes and on-going management of risks. * How any incidents are captured and changes incorporated into the service delivery.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.6.2 Describe how you would demonstrate the application of the 7 pillars of clinical governance.  Maximum word count: 350 words |
| Advice on responding |
| You are expected to provide details of how you will apply the 7 pillars of clinical governance within your service model. Please provide a succinct description against each of the 7 pillars of clinical governance.  Please illustrate your answers with relevant past experiences where appropriate. |
| 8.6.3 Please provide details of your process to ensure effective management of the 7 pillars of clinical governance.  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide details of how you will ensure effective management of the 7 pillars of clinical governance. Your answer should include but not be limited to:   * How you will ensure effective management of the implementation of the 7 pillars. * How you will ensure the required outcomes are achieved. * How you will monitor and evaluate the application and implementation of the 7 pillars.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.6.4 Please provide evidence of your leadership, team work and accountability for clinical governance. How is this supported by organisational culture?  Maximum word count: 1000 words |
| Advice on responding |
| You are expected to provide details of your clinical governance, leadership, team work and accountability. Your answer should include but not be limited to:   * Director/Management Support * Staff Engagement * Reporting Structures * Standard Operating Procedures * Operational Plans   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.7 Staff (Pass/Fail) |
| 8.7.1 For the staff involved in the delivery of the service, please describe how you will ensure they maintain appropriate levels of continuous development?  Maximum word count: 1000 words |
| Advice on responding |
| You are expected to provide details of how you will ensure your staff are appropriately trained, registered and qualified over the period of the contract. Your response should include but not be limited to:   * Process for monitoring training, identification of training needs and provision of continuous professional development. * Process for ensuring the workforce maintains clinical knowledge and follow up-to-date national standards and best practice guidelines.   If your service model is to use sub-contractors for any part; details of the above must be explicitly provided for all sub-contractors.  Please illustrate your answers with relevant past experiences where appropriate. |
| 8.7.2 Please describe what training you provide to staff in relation to Professional boundary and client relationships.  Maximum word count: 500 words |
| Advice on responding |
| You are expected to clearly provide details of:   * Any training you have provided to staff. * How the staff training will be delivered. * How you maintain staff training records.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.7.3 Please describe what training you provide to staff in relation to partnership approach to working with children, young people, parents and carers  Maximum word count: 500 words |
| Advice on responding |
| You are expected to clearly provide details of:   * Any training you have provided to staff. * How the staff training will be delivered. * How you maintain staff training records.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.7.4 Please describe what training you provide to staff in relation to bespoke clinical interventions, record keeping and patient specific information.  Maximum word count: 500 words |
| Advice on responding |
| You are expected to clearly provide details of:   * Any training you have provided to staff. * How the staff training will be delivered. * How you maintain staff training records.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.7.5 For the staff involved in the delivery of the service, please describe how you will ensure they implement your organisation’s policies in day to day practice?  Maximum word count: 500 words |
| Advice on responding |
| You are expected to clearly detail how you will ensure your staff team implement your Organisation’s policies on a daily basis. Your response should include but not be limited to:   * What systems are in place? * What processes are in place? * What protocols are in place? * What supervision is in place?   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.7.6 How do you demonstrate compliance with public sector equality duty with your staff?  Maximum word count: 500 words |
| Your response should include reference to the following key areas:   * Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Act. * Advance equality of opportunity between people who share a protected characteristic\* and those who do not. * Foster good relations between people who share a protected characteristic\* and those who do not.   Please illustrate your answers with relevant past experiences where appropriate.  \* Explanation of protected characteristics can be located on the Home Office website – <http://www.homeoffice.gov.uk/equalities/equality-act/equality-duty/> |
| 8.8 Equity of Access (Pass/Fail) |
| 8.8.1 How will you ensure equity of access to all users of this service and their carers?  Maximum word count: 500 words |
| Advice on responding |
| You are expected to provide details of:   * How you will work with a population of patients with diverse needs including sensitivities to age, gender, ethnicity, religion, sexuality and disability. * How you will ensure your services are accessible to all parts of the local population.   Please illustrate your answers with relevant past experiences where appropriate. |
| 8.9 Local Questions (Pass/Fail) |
| 8.9.1 LQ1  How will you demonstrate alignment across the local health/social care system in particular with mental health substance misuse services when working with people with comorbidities?  Maximum word count: 1000 words |
| Advice on responding |
| Your response should include but not be limited to details of how you will demonstrate that you service will show such alignment.  Please illustrate your answers with relevant past experiences where appropriate. |
| 8.9.2 LQ2  How will you ensure that the services are delivered locally in accordance with the Contracting Authority’s requirements?  Maximum word count: 1000 words |
| Advice on responding |
| Your response should include but not be limited to details of how you will demonstrate that you have:  Ensured the Client is local in terms of the understanding and agreement of the Contracting Authority.  Please illustrate your answers with relevant examples of how you plan to meet this expectation where appropriate. |
| 8.9.3 LQ3  How will you co-produce and co-deliver services with experienced experts, service users, parents and carers?  Maximum word count: 1000 words |
| Advice on responding |
| Your response should include but not be limited to details of how you will demonstrate that you have clear plans to co-produce and co-deliver services together with the above groups.  Please illustrate your answers with relevant past experiences where appropriate. |

**SECTION 3: IMPORTANT NOTICES**

1. Copyright

The copyright in this AQP documentation is vested in the Contracting Authority. Other than strictly for the purpose of preparing a PQQ Response no part of the PQQ Documentation can be reproduced, copied or stored in any medium without the prior written consent of the Contracting Authority.

1. Confidentiality
   1. Subject to the exceptions referred to in Paragraph 9 below, the information in the Documentation is being made available by the Contracting Authority on condition that:
      1. Potential Providers shall at all times treat the information as confidential;
      2. Potential Providers shall not disclose, copy, reproduce, distribute or pass the information to any other person at any time;
      3. Potential Providers shall not use the information for any purpose other than for the purposes of a submission.
   2. Potential Providers shall ensure that each Collaborative Potential Provider who receives any of the information is made aware of, and complies with, the provisions of Paragraph 1 as if they were a Potential Provider.
   3. Potential Providers may disclose, distribute or pass information to another person (including, but not limited to, for example, employees, consultants, subcontractors or advisers to the Potential Provider, the Potential Provider’s insurers or the Potential Provider’s funders) if either:
      1. this is done for the sole purpose of enabling a submission to be made and the person receiving the information undertakes in writing to keep the information confidential on the same terms as set out in this document;
      2. the Potential Provider obtains prior written consent of the Contracting Authority in relation to such disclosure, distribution or passing of the information.
   4. The Contracting Authority may disclose detailed information relating to submissions to the representatives from the participating Organisations/Trusts for private inspection where deemed necessary.
   5. The Contracting Authority will act in accordance with their duties under the Freedom of Information Act (2000), or any subsequent revisions of this act, regards the protection of commercially sensitive information or confidential information relating to the Potential Provider.
2. Changes
   1. Potential Providers are subject to an ongoing obligation to notify the Contracting Authority of any material changes in their financial or other circumstances. This includes, but is not limited to, changes to the identity of sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Potential Provider. The Contracting Authority should be notified of any material change as soon as it becomes apparent.
   2. Potential Providers are reminded that any future changes in relation to collaborations, partnerships and sub-contracting must be notified to the Contracting Authority.
   3. Failure to notify the Authority of any material changes to them or their proposal during the course of this procurement may lead to a Potential Provider being withdrawn from the competition.
   4. Failure to notify the Authority of any material changes to them during the period of any related contract may lead to the termination of any agreement with such a Qualified Provider.
3. Advisors
   1. Potential Providers will be responsible for obtaining all information and independent advice that they consider necessary for the preparation of their submission. Potential Providers must make their own independent assessment of this information and advice after making such investigation and taking such professional advice as they deem necessary.
4. Authorised Representative
   1. All correspondence relating to this process will be sent electronically addressed to the named Potential Provider’s Authorised Representative. The Authorised Representative must have full authority to represent the Potential Provider and attend any meetings on the Potential Provider’s behalf. The named Authorised Representative will be the person named in Section 2 on the online Qualification Document.
5. Availability of Information
   1. Any additional information which the Contracting Authority deems necessary for a Potential Provider to be issued with will be sent to each Potential Provider’s Authorised Representative. It is the Potential Provider’s responsibility to notify the Contracting Authority of any change to the Authorised Representative’s name or other contact details. Potential Providers may request that, for convenience, electronic correspondence be copied to individuals other than their Authorised Representative, however, the Contracting Authority accept no liability for this and will consider all information sent to the Authorised Representative to have been received by the Potential Provider.
6. Disqualification
   1. Potential Providers acting in contravention of the provisions set out in the documentation or any other information provided by the Contracting Authority, may, at the sole discretion of the Contracting Authority, be disqualified from further participation in this process.
7. Accuracy of Information and Liability
   1. This Information has been prepared by the Contracting Authority in good faith but does not purport to be comprehensive or to have been independently verified. Potential Providers should not rely on the detailed information contained within and should carry out their own due diligence checks and verify the accuracy. None of the content within this information is, or should be construed as, a promise or representation as to the future.
   2. Potential Providers considering entering into a contractual relationship with the Contracting Authority should make their own enquiries and investigations of the Contracting Authority requirements beforehand. The subject matter shall only have contractual effect when it is contained in the express terms of an executed contract.
   3. Neither the Contracting Authority, or its representatives make any representation or warranty as to, or (save in the case of fraudulent misrepresentation) accept any liability or responsibility in relation to, the adequacy, accuracy, reasonableness or completeness of the Information or any section of it (including but not limited to loss or damage arising as a result of reliance by the Potential Provider on the Information or any section of it).
8. Canvassing
   1. The Contracting Authority reserve the right to disqualify (without prejudice to any other civil remedies available and without prejudice to any criminal liability which such conduct by a Potential Provider or Collaborative Potential Provider may attract) any Potential Provider or Collaborative Potential Provider who, in connection with this:
      1. offers any inducement, fee or reward to any of the Authorised persons of the Authority;
      2. does anything which would constitute a breach of the Bribery Act 2010, or any subsequent revisions of this act; or
      3. canvasses any of the Authorised persons of the Authority in connection with this competition.
9. Non-Collusion
   1. The Authority reserves the right to disqualify (without prejudice to any other civil remedies available and without prejudice to any criminal liability which such conduct by a Potential Provider may attract) any Potential Provider who, in connection with this:
      1. fixes or adjusts the submission, by or in accordance with any agreement or arrangement with any other Potential Provider or Collaborative Potential Provider (other than a member of its own consortium or supply chain);
      2. enters into any agreement or arrangement with any other Potential Provider or Collaborative Potential Provider to the effect that they shall refrain from making a Submission or as to the amount of any Submission to be submitted;
      3. causes or induces any person to enter such agreement as is mentioned in either Paragraph 10.1.1 or 10.1.2 or to inform the Potential Provider or Collaborative Potential Provider of the amount or approximate amount of any rival Submission;
      4. offers or agrees to pay or give or does 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 relating to any other Submission or proposed Submission for the process; or
      5. communicates to any person other than the Contracting Authority the amount or approximate amount of proposed Submission (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of a Submission).
10. Publicity
    1. Potential Providers shall not undertake (or permit to be undertaken) at any time, whether at this stage or after execution of contracts, any publicity activity with any section of the media in relation to the process other than with the prior written agreement of the Contracting Authority. Such agreement shall extend to the content of any publicity. In this Paragraph the word “media” includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.
11. Right to Reject Submissions
    1. The Contracting Authority reserves the right to reject or disqualify a Potential Provider or a Collaboration of Potential Providers where:
       1. a submission is submitted late, is completed incorrectly, is materially incomplete or fails to meet the submission requirements as set out in Section 3 of the Introduction, which have been notified to Potential Providers;
       2. the Potential Provider and/or its Collaborative Potential Providers are unable to satisfy the terms Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Submission process;
       3. the Potential Provider and/or its Collaborative Potential Providers are guilty of material misrepresentation in relation to its application and/or the process;
       4. the Potential Provider and/or its Collaborative Potential Providers contravene any of the terms and conditions;
       5. there is a change in identity, control, financial standing or other factor impacting on the selection and/or assessment process affecting the Potential Provider and/or its Collaborative Potential Providers.
    2. The disqualification of a Potential Provider will not prejudice any other civil remedy available to the Contracting Authority and will not prejudice any criminal liability that such conduct by a Potential Provider may attract.
12. Right to Cancel or Vary the Process
    1. The Contracting Authority reserves the right:
       1. to cancel or withdraw from the process at any stage whether in respect of the Contracting Authority or otherwise;
       2. not to award a contract under this process;
       3. to require a Potential Provider and/or its Collaboration to clarify their submission in writing and/or provide additional information within 48 hours of a clarification request being made by the Contracting Authority (failure to respond adequately may result in a Potential Provider not being successful in this round).
13. Provision of Further Information Prior to Submission
    1. The Contracting Authority are relying on the information provided by Potential Providers during Submission stage (including but not limited to information concerning the Collaborative Potential Providers and consortium structure). If, at any time during this submission process there are any material changes to the same, the Potential Provider must advise the Contracting Authority as soon as practicable (even if this is prior to the submission of a Submission). Upon receipt of such information, the Contracting Authority shall be entitled to revisit the selection and/or assessment of the Potential Provider and exclude the Potential Provider, if necessary, as a result of that process.
14. Freedom of Information
    1. The Freedom of Information Act (2000) imposes duties of openness on the Contracting Authority which will have an effect upon how they treat information received from Potential Providers.
    2. Further information on this and on how it will be dealt with is available from the Contracting Authority’s website. Please quote “Freedom of Information” on any subject heading.
15. Submission Process and Costs
    1. The Contracting Authority reserve the right at any time:
       1. to issue amendments or modifications during the Submission Period;
       2. to clarify Submissions once these have been submitted;
       3. to alter the timetable to contract award;
       4. not to award a contract; and/or
       5. to cancel this competition and withdraw from this process.
    2. Any costs or expenses incurred by any Potential Provider or other person will not be reimbursed by the Contracting Authority and neither the Contracting Authority nor any of their representatives will be liable in any way to any Potential Provider or other person for any costs, expenses or losses incurred by any Potential Provider or other person in connection with their submission.
16. Governing Law
    1. All documents and Submissions must be prepared in the English language. This process and any subsequent contract awarded will be subject to English law and the exclusive jurisdiction of the English courts.
    2. Any financial information requested by the Contracting Authority is to be presented in GB Pounds (GBP).
17. Compliance with IM&T for AQP Submissions
    1. Potential Providers are referred to the NHS Business Partners’ mini-guide which can be found at: <http://systems.hscic.gov.uk/businesspartners/hscicminiguide.pdf> Potential Providers that have not worked with the NHS before are strongly recommended to commence appropriate action as indicated in the mini-guide at an early stage. For compliance will be required prior to Contract Award.

Annex 1 - Communicating with the Authority

The ‘Messages’ function within the eTendering website provides a secure messaging interface allowing you to communicate with the Authority.

The Authority insists that the messages function is used as the only means of communication between themselves and all Potential providers during the PQQ process.

The Messages function is found within the [PQQ Details](https://gmcbs.bravosolution.com/WebHelp/en/supplier/Content/PQQ%20ITT%20Details%20screens.htm#_RFX_Details) screens.

Every PQQ has a separate Messages function.

The procedure to find the Messages function for a specific PQQ is as follows:

* Select the Tenders module
* Click PQQs,
* Click My PQQs,
* Click the relevant PQQ to open the PQQ Details screen,
* Click Messages,

Note: The Messages function is only available for PQQs in which your organisation is a participant.

The Messages function remains active even after the PQQ has ended.

Messages are presented in 3 lists:

* Received. Messages that have been sent to your organisation by the Authority.
* Drafts. Messages that have been created by your organisation but not yet sent.
* Sent. Messages that have been sent from your organisation to the Authority.

Messages that you send or receive may include file attachments.

The procedure for attaching files to a Message is as follows:

* Create a New Message (or Reply to or Forward a Message).
* Click the Attachments link to open the Attachments screen.
* Click Edit List to edit the Attachments list.
* Click Add to add an Attachment.
* Select an upload method from the Attachments options list. The Platform provides the following 3 methods for uploading file attachments.
  + - [Upload Single File With Applet](https://gmcbs.bravosolution.com/WebHelp/en/supplier/Content/Upload%20Single%20File%20With%20Applet.htm#_Upload_Single_File). Use a Java applet to locate and upload a single file.
    - [Upload Multiple Files With Applet](https://gmcbs.bravosolution.com/WebHelp/en/supplier/Content/Upload%20Multiple%20Files%20With.htm#_Upload_Multiple_Files). Use a Java applet to locate and upload multiple files.
    - [Upload Single File Without Applet](https://gmcbs.bravosolution.com/WebHelp/en/supplier/Content/Upload%20Single%20File%20Without.htm#_Upload_Single_File_Without%20Applet). Use when the Java applet software is not available or if you prefer to upload files using your own operating system. This option allows you to upload files one at a time, but without the benefits of using a secure active web component (Java applet).
* Select the files that you wish to upload.
* Enter an Attachment Description for the Attachments.
* Click Attach.
* Click Done. The Attachments link should now display the number of files that you have attached to the Message.
* Click Send Message to Send the Message (or Save as Draft to send at a later time).

**How to Publish your Response**

A PQQ Response must be “published” by you on the etendering portal in order to make it visible to the Authority.

You must publish your response before the PQQ Closing Date & Time.

All PQQ Responses and the required Appendixes must be in MS Excel though any additional attachments as appendixes do not need to be.

Only publish your response when you are satisfied that you have fully complied with the instructions in the PQQ and when your response contains all the information and appendixes requested by the Authority and any Watermarks, tracked changes or comments have been deleted.

The procedure to publish a PQQ Response is as follows:

* Browse to the Tenders module.
* Click PQQs.
* Click My PQQs.
* Click the relevant PQQ to open the PQQ Details screen.
* Click Publish to publish the response to the Authority.
* Click Confirm to confirm the publication of your response (or click Edit Response to make changes to your response)

The Status of your Response will now have changed from To Be Published to Published.

The procedure to check the Status of your PQQ Response is as follows:

* Browse to the Tenders module.
* Click PQQs.
* Click My PQQs.
* View the Response Status column for the relevant PQQ.
* Check the response status page states “Response submitted to buyer”. If it has not worked it will state “Response to be submitted to buyer” so contact the helpline.

Annex 2 – Regulation 57 - Grounds for Exclusion

The Public Contracts Regulations 2015 (SI102/2015)

Regulation 57 Grounds for mandatory and discretionary exclusion of economic operators

*Mandatory exclusions*

**57.**—(1) Contracting authorities shall exclude an economic operator from participation in a procurement procedure where they have established, by verifying in accordance with regulations 59, 60 and 61, or are otherwise aware, that that economic operator has been convicted of any of the following offences:—

(a) conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977([**1**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00031)) or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983([**2**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00032)) where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime([**3**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00033));

(b) corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889([**4**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00034)) or section 1 of the Prevention of Corruption Act 1906([**5**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00035));

(c) the common law offence of bribery;

(d) bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010([6](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00036)), or section 113 of the Representation of the People Act 1983([7](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00037));

(e) where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities([8](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00038)):—

1. the common law offence of cheating the Revenue;
2. the common law offence of conspiracy to defraud;
3. fraud or theft within the meaning of the Theft Act 1968([9](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00039)), the Theft Act (Northern Ireland) 1969([10](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00040)), the Theft Act 1978([11](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00041)) or the Theft (Northern Ireland) Order 1978([12](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00042));
4. fraudulent trading within the meaning of section 458 of the Companies Act 1985([**13**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00043)), article 451 of the Companies (Northern Ireland) Order 1986([**14**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00044)) or section 993 of the Companies Act 2006([**15**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00045));
5. fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979([**16**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00046)) or section 72 of the Value Added Tax Act 1994([**17**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00047));
6. an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993([**18**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00048));
7. destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968([**19**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00049)) or section 19 of the Theft Act (Northern Ireland) 1969([**20**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00050));
8. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006([**21**](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00051)); or
9. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act;

(f) any offence listed—

1. in section 41 of the Counter Terrorism Act 2008([22](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00052)); or
2. in Schedule 2 to that Act where the court has determined that there is a terrorist connection;

(g)any offence under sections 44 to 46 of the Serious Crime Act 2007([23](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00053)) which relates to an offence covered by subparagraph (f);

(h) money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002([24](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00054));

(i) an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988([25](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00055)) or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996([26](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00056));

(j) an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004([27](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00057));

(k) an offence under section 59A of the Sexual Offences Act 2003([28](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00058));

(l) an offence under section 71 of the Coroners and Justice Act 2009([29](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00059));

(m) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994([30](http://www.legislation.gov.uk/uksi/2015/102/regulation/57/made#f00060)); or

(n) any other offence within the meaning of Article 57(1) of the Public Contracts Directive—

1. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
2. created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

(2) The obligation to exclude an economic operator also applies where the person convicted is a member of the administrative, management or supervisory body of that economic operator or has powers of representation, decision or control in the economic operator.

*Mandatory and discretionary exclusions for non-payment of taxes etc*

(3) An economic operator shall be excluded from participation in a procurement procedure where—

(a) the contracting authority is aware that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions; and

(b) the breach has been established by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of the country in which it is established or with those of any of the jurisdictions of the United Kingdom.

(4) Contracting authorities may exclude an economic operator from participation in a procurement procedure where the contracting authority can demonstrate by any appropriate means that the economic operator is in breach of its obligations relating to the payment of taxes or social security contributions.

(5) Paragraphs (3) and (4) cease to apply when the economic operator has fulfilled its obligations by paying, or entering into a binding arrangement with a view to paying, the taxes or social security contributions due, including, where applicable, any interest accrued or fines.

Exceptions to mandatory exclusion

(6) A contracting authority may disregard any of the prohibitions imposed by paragraphs (1) to (3), on an exceptional basis, for overriding reasons relating to the public interest such as public health or protection of the environment.

(7) A contracting authority may also disregard the prohibition imposed by paragraph (3) where exclusion would be clearly disproportionate, in particular—

(a) where only minor amounts of taxes or social security contributions are unpaid; or

(b) where the economic operator was informed of the exact amount due following its breach of its obligations relating to the payment of taxes or social security contributions at such time that it did not have the possibility of fulfilling its obligations in a manner described in paragraph (5) before expiration of the deadline for requesting participation or, in open procedures, the deadline for submitting its tender.

*Discretionary exclusions*

(8) Contracting authorities may exclude from participation in a procurement procedure any economic operator in any of the following situations:—

(a) where the contracting authority can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2);

(b) where the economic operator is bankrupt or is the subject of insolvency or winding-up proceedings, where its assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State;

(c) where the contracting authority can demonstrate by appropriate means that the economic operator is guilty of grave professional misconduct, which renders its integrity questionable;

(d) where the contracting authority has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition;

(e) where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures;

(f) where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures;

(g) where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;

(h) where the economic operator—

1. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
2. has withheld such information or is not able to submit supporting documents required under regulation 59; or

(I) where the economic operator has—

(I) undertaken to—

(aa) unduly influence the decision-making process of the contracting authority, or

(bb) obtain confidential information that may confer upon it undue advantages in the procurement procedure; or

1. negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

*Exclusion during procedure*

(9) Contracting authorities shall exclude an economic operator where they become aware, at any time during a procurement procedure, that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs (1) to (3).

(10) Contracting authorities may exclude an economic operator where they become aware, at any time during a procurement procedure that the economic operator is, in view of acts committed or omitted either before or during the procedure, in one of the situations referred to in paragraphs (4) or (8).

Duration of exclusion

(11) In the cases referred to in paragraphs (1) to (3), the period during which the economic operator shall (subject to paragraphs (6), (7) and (14)) be excluded is 5 years from the date of the conviction.

(12) In the cases referred to in paragraphs (4) and (8), the period during which the economic operator may (subject to paragraph (14)) be excluded is 3 years from the date of the relevant event.

*Self-cleaning*

(13) Any economic operator that is in one of the situations referred to in paragraph (1) or (8) may provide evidence to the effect that measures taken by the economic operator are sufficient to demonstrate its reliability despite the existence of a relevant ground for exclusion.

(14) If the contracting authority considers such evidence to be sufficient, the economic operator concerned shall not be excluded from the procurement procedure.

(15) For that purpose, the economic operator shall prove that it has—

(a) paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;

(b) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and

(c) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

(16) The measures taken by the economic operator shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct.

(17) Where the contracting authority considers such measures to be insufficient, the contracting authority shall give the economic operator a statement of the reasons for that decision.

1. https://www.nhssourcing.co.uk [↑](#footnote-ref-1)