



Department  
for Work &  
Pensions

## **Invitation to Tender:**

## **Specialist Advice**

## **Instructions to Bidders**

Version 1.0

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## **INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES**

### **1. General Information**

- 1.1. This Call-Off has been developed in line with Schedule 5 (Call-Off Procedure) and Schedule 6 (Award Criteria) of the CCS RM3711 Multidisciplinary Temporary Healthcare Personnel Framework Agreement.
- 1.2. Please note that, unless otherwise indicated, references to the "Customer" throughout these documents mean the Secretary of State for Work and Pensions acting through his/her representatives in the Department for Work and Pensions and references to "Supplier" means any person or organisation responding or, where the context requires, potentially responding to ITT.
- 1.3. These instructions, together with the Statement of Requirement and all other information and documents to which they refer, are designed to ensure that all Suppliers are given equal and fair consideration. It is important, therefore, that you provide all the information asked for in the format and order specified.
- 1.4. This document contains the information and instructions Suppliers need to submit a completed tender, for example:
  - Information regarding the procurement, such as the timetable, specific conditions of contract, evaluation process and award/evaluation criteria;
  - How to submit questions and requests for clarification;
  - Instructions explaining how to complete and submit a tender.
- 1.5. Please read the information and instructions carefully because non-compliance with the instructions may result in disqualification of your tender from this procurement.

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## **2. Administration of the Procurement Process**

- 2.1. The Customer will be administering the procurement process electronically via the [DWP e-Procurement Solution \(ePS\)](#) portal. No hard copy documents will be issued and all communications with the Customer (including final submission of tenders) will be conducted via the ePS Portal.
- 2.2. To ensure all communications relating to this procurement are received, Suppliers must ensure that the point of contact it nominates in the ePS Portal is accurate at all times. Access to the Portal is available 24 hours a day, 7 days a week, and 365 days a year anywhere in the world via the internet unless there are technical issues with the portal that the Customer is aware of and issued a message regarding any technical problems otherwise by the Customer via the ePS portal.
- 2.3. Support available to help you to understand and use the ePS portal includes:
- Freephone helpdesk (0800 069 8630), available Mon-Fri 8am to 6pm (UK time in English language only);
  - Help guides;
  - or by emailing: [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk)
- 2.4. Suppliers must ensure that their ePS registration directly relates to the part of the supplier organisation that submits the tender and enter into the contract if successful (i.e. some larger suppliers may have several subsidiaries so registration needs to apply to that part of organisation responsible for this particular requirement).

## **3. Conditions Applying to this Tender**

### **3.1. Customer's Terms and Conditions**

The Call-Off awarded in relation to this procurement will be on the basis of the terms and conditions within the Call-Off Order Form. Suppliers are not permitted to submit their own terms and conditions, whether standard or otherwise and no amendments to the Customers terms and conditions will be considered.

### **3.2. Costs and Expenses**

Suppliers will not be entitled to claim from the Customer any costs or expenses which may be incurred in preparing and/or submitting it's tender.

This applies whether or not the Supplier or any other organisation is successful and also applies to any additional cost a Supplier may incur if the Customer modifies or amends its requirements or if the Customer cancels this procurement for whatever reason.

### **3.3. Confidentiality**

All information supplied by the Customer to Suppliers must be treated in confidence and not disclosed to third parties other than is necessary to obtain sureties or

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quotations for the purpose of submitting your tender. All information supplied by Suppliers to the Customer will similarly be treated in confidence except:

- For the disclosure of such information with regard to the outcome of the procurement process as may be required to be published in the in accordance with the requirements of UK government policy on the disclosure of information relating to government contracts;
- That as part of the debriefing process we will inform any eliminated Supplier, who has made an admissible tender, of the characteristics and relative advantages of the successful tender(s), as well as, where appropriate, the qualitative evaluation score(s) achieved by and name(s) of the successful Supplier(s);
- In pursuance of the Customer's obligations under the Freedom of Information Act 2000 or any other legal requirement;
- That references may be sought from banks, existing or past clients, or other referees submitted by the Supplier.

**3.4. Amendments to the Tender Process or Tender Documentation by the Customer**

The Customer reserves the right to vary the tender process and/or amend the tender documentation (including this ITT Instructions to Bidders document) at any time prior to the deadline for receipt of tenders. Any such amendment will be numbered, dated and issued by the Customer via the ePS portal. Depending on the nature of the amendments and whether the amendments are significant, the Customer may at its discretion extend the deadline for receipt of tenders.

The Customer reserves the right to discontinue the procurement process at any time and not to award a contract.

**3.5. Previous or current contracts with the Customer**

Suppliers who currently undertake, or have previously undertaken, work for the Customer should note that the tender will be evaluated purely on their response to this ITT. The Customer's prior knowledge or experience of organisations will not form part of the evaluation.

**3.6. Inducements**

Offering an inducement of any kind in relation to obtaining this or any other contract with the Customer will disqualify your tender from being considered and may constitute a criminal offence.

**3.7. Conflicts of Interest**

Suppliers are responsible for ensuring that there are no conflicts of interest between, on the one hand, the Supplier and/or the members of the Supplier's Team and, on the other hand, the Customer. The concept of a conflict of interest includes any situation where relevant personnel members of the Supplier have, directly or indirectly, a financial, economic or other personal interest which might be perceived to

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compromise their impartiality and independence in the context of the Procurement Process.

Each Supplier must notify the Customer of any actual or potential conflict of interest that may be relevant to this Procurement Process and/or the submission or evaluation of any Tender as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Customer may result in the Supplier and/or members of the Supplier's Team being excluded from further participation in the Procurement Process.

Each Supplier must ensure that, in the event that any member of the Supplier's Team is also involved or potentially involved in a competing Tender, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between Suppliers. In the event that the Customer considers that adequate arrangements have not been put in place, the Customer reserves the right to exclude any affected Supplier from further participation in the Procurement Process, particularly if it considers the integrity of the competition is compromised by a conflict of interest.

### 3.8. Non-Collusion

Any Supplier or member of the Supplier's Team who, in connection with this Procurement Process and without obtaining the prior written consent of the Customer:

- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Supplier's Team acting in that capacity);
- enters into any agreement or arrangement with any other person (other than a member of the Supplier's Team acting in that capacity) that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;
- causes or induces any person to enter such agreement as mentioned within paragraphs 3.8. or to inform the Supplier or a member of the Supplier's Team of the approximate amount of a rival Tender or offers any inducement, fee or reward to any servant or agent of the Customer or any person acting as an advisor to the Customer in connection with the Procurement Process or does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omissions; or
- communicates to any person other than the Customer or a member of the Supplier's Team the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Tender).

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will be disqualified (in either case without prejudice to any other civil remedies available to the Customer and without prejudice to any criminal liability which such conduct by a Supplier or member of the Supplier's Team may attract).

3.9 Freedom of Information Act - (ITT Technical Envelope & Annex Q) and other legal requirements for disclosure

The Customer is committed to open government and to meeting its legal responsibilities under the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIRs"). All information submitted to the Customer may need to be disclosed by the Customer in response to a request under FOIA, the EIRs and/or in relation to any other legal requirement. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

You should be aware that even where you have indicated that information is commercially sensitive, the Customer may be required to disclose it under the terms of FOIA, the EIRs or any other legal requirement, if a request for disclosure is received by the Customer. Please note that the receipt of material marked 'confidential' or equivalent by the Customer should not be taken to mean that the Customer accepts any duty of confidence by virtue of that marking. If a request is received, the Customer may also be required to disclose details to unsuccessful Suppliers.

#### **4. Purpose and Background**

- 4.1 The purpose of this Proof of Concept is to appoint a Supplier to provide Full Time Equivalent (FTE) Health Care Professionals (HCPs) whose primary role will be to offer Specialist Advice to eligible Claimants, as part of a three-way conversation between themselves, a Jobcentre Work Coach and the Claimant.
- 4.2 The PoC will run within two Jobcentre Plus Districts (Surrey and Sussex District and Cumbria and Lancashire District) and will be initially run at a limited number of locations (Clusters) within those two Districts for 10 weeks (the "**Initial Term**") between March 2019 and May 2019. The first two weeks will include the HCPs' induction along with time to familiarise themselves with the offices they will be working in. After review by the Customer, should the trial period during the Initial Term generate sufficient volumes of three-way conversations (as referred to in paragraph 6 of Call Off Schedule 2 (Services) then (at the sole discretion of the Customer) the intention is that this PoC will be rolled out to all Clusters within the two Jobcentre Districts for a further period of up to 6 months between May and November 2019 (the "**Extended Term**").

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**5. Procurement Timetable**

- 5.1. Set out below is the proposed procurement timetable. This is intended as a guide and, whilst the Customer does not intend to depart significantly from it, there may be occasions where the timetable will be subject to minor change.

Activity	Date
Publication of the ITT to all Suppliers. The ITT continues to be available to download from Bravo (including Terms and Conditions within the Call-Off Order Form)	17/01/19
Q&A period opens for Supplier questions	17/01/19
Q&A period closes @ 12 Noon for Supplier questions	28/01/19
Final Q&A Log published	29/01/19
Deadline for return of Tenders @10:00am	07/02/19
Evaluate Tenders	08/02/19 – 19/02/19
Award Letters Issued	20/02/19
Finalise Call-Off Order Form	20/02/19 – 21/02/19
Internal Governance	21/02/19
Issue Call-Off Order Form to successful Supplier	21/02/19
Signed Call-Off Order Form received from Supplier	22/02/19
Call-Off Order Form signed by DWP	25/02/19

**6. Deadline for Submission of Tenders**

- 6.1. All tenders must be received by the Customer by the tender submission deadline of 10:00 am, 7 February 2019 (see procurement timetable).
- 6.2. To ensure that all Suppliers are treated fairly tenders received after the tender submission deadline may be rejected by the Customer. Any cases of late submission will be considered individually by the Customer on the basis of evidence available prior to a decision being made as to whether or not the ITT should be accepted. For the avoidance of doubt the Customer reserves the right at its absolute discretion to reject the entire Tender.
- 6.3. A Supplier may withdraw from this procurement by choosing not to submit a tender by the tender submission deadline. It would be useful to the Customer if you can advise us in advance that you will not be submitting a proposal and if possible the reasons behind your decision.



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## **7. Tender Submission Process (DWP e-Procurement Solution)**

### **Background**

- 7.1. The ePS portal relies on the completion of three envelopes which will contain all of the information the Customer requires to enable full evaluation to take place. All information should be uploaded as per instructions into the relevant envelopes on the ePS portal:
- Qualification Envelope – Is used for gathering information to qualify Tenders for further evaluation;
  - Technical Envelope – Is used for gathering information to allow for full evaluation of the technical side of the proposal;
  - Commercial Envelope – Is used to gather the Pricing Proposal.

### **Tender Completion**

- 7.2. The information or text contained within the ITT (including its Annexes) and your response, any amendments to the ITT and any exchange of correspondence or information between the Customer and Suppliers may be incorporated, whether by reference or otherwise, into any subsequent contract that the Customer and the successful contractors may enter into as a result of this procurement exercise.
- 7.3. To participate in this procurement, Suppliers are required to submit a fully compliant tender and must answer all questions accurately and concisely as possible. Only information provided in response to the ITT will be evaluated. To ensure equality of treatment of all Suppliers the Customer reserves the right to reject any non-compliant tender.
- 7.4. Suppliers should answer all questions using the templates provided, presenting them in the same sequence and using the same references. Please ensure all answers are self-contained with no cross-referencing. Only information entered into the appropriate answer boxes (which may be extended as necessary but should not exceed the applicable page count) or in additional documents supplied as requested will be taken into consideration for the purposes of evaluating the tender.
- 7.5. Responses must not exceed the pre-set margins and space allocation. Any response in excess of these allocations will be disregarded and will not be evaluated.
- 7.6. Therefore, bullets, tables, graphs and charts in support of your responses are all permitted. Responses must be presented using Arial font size 12 (English Language and black typeface) this includes instances where information may be tabulated as part of the response. The only exception permitted to the font size is for legible illustrative screen shots, graphs and charts, which should be presented within the allocated page limit for the question they are relevant to and must not be embedded separately as this information will be disregarded.
- 7.7. Tenders must be completed using Microsoft Word and MS Excel format. Files submitted in Microsoft Project format and PDF will not be accepted except where stated below at paragraph 7.31.

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- 7.8. All acronyms and abbreviations, if used, must be fully explained.
- 7.9. Where a YES, NO or Not Applicable response is required, please click the appropriate YES, NO or Not Applicable statement on the drop down options bar.

**Tender Submission Procedure**

- 7.10. The ITT and any attachments have been specifically designed to be compatible with DWP e-tendering and e-evaluation requirements and must not, under any circumstance, be altered.
- 7.11. All tenders must be submitted to the Customer using the ePS Portal. Tenders submitted by any other means will not be accepted.
- 7.12. A tender may be completed and submitted at any time before the tender submission deadline using the ePS Portal. Instructions explaining how to submit and complete the tender to the Customer are located within the ePS Portal.
- 7.13. The Supplier is responsible for ensuring that its tender has been successfully completed and all information uploaded to the ePS Portal prior to the tender submission deadline.
- 7.14. Please allow sufficient time to submit your tender, it is recommended that the Supplier allows time for a final check to be undertaken prior to the submission deadline. It will not be possible for you to upload any further information after the tender submission deadline. IT problems within your own system will not be considered reasonable grounds for late submission.
- 7.15. A Supplier may modify and resubmit its tender at any time prior to the tender submission deadline. Tenders cannot be modified by Suppliers after the tender submission deadline. Upon the tender submission deadline, the Supplier must ensure that it has only submitted a single tender through the ePS Portal.
- 7.16. Financial information should be submitted in the format requested (MS Excel). Documents which have related financial information should be submitted in GBP (£). Instructions on the ePS Portal will clearly identify the format and where these documents should be uploaded.

**Labelling your Tender Forms (File Names)**

- 7.17. Suppliers will be invited to submit responses to online questions and upload a suite of documentation that reflects the requirements of the ITT. It is vitally important that when using the ePS Portal Tenders correctly name any documents and attachments that are required to be uploaded as a response to questions within each of the envelopes.

**Qualification Envelope**

- 7.18. This envelope contains questions the Supplier may have already answered in setting up their organisation Profile and the answers to those questions will be used to pre-populate your response.

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- 7.19. Suppliers may change these answers so they differ from those saved in their Organisation Profile and save those new answers on their response. These answers will be applied back to their Organisation Profile when the ITT is evaluated by the Buyer.
- 7.20. Suppliers may also supply different answers to these questions provided in relation to tenders for other procurements they submit. In this case the response saved to your Organisation Profile will always be the response which is most recently evaluated by the Buyer.
- 7.21. Where Suppliers do not want to change any information they will be given a prompt to confirm that everything recorded is current and correct.
- 7.22. Where there is a requirement to upload documents within the envelope, the suggested format is as follows. Please note this is an example and your submission should reflect what is actually requested in the ITT.

ITT Response required	How your response should be uploaded
Qualification Envelope  Question 1.6.1  Annex D	Contract title (Specialist Advice Proof of Concept), Question 1.6.1 - Yes / No Supplier Name (e.g. ABC Ltd)

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### Technical Envelope

- 7.23. This envelope contains specific questions to which a response is required. It is this information which will enable the Customer to carry out a qualitative evaluation of the proposal. Where there is a requirement to upload attachments to questions within this envelope the suggested format is as follows (Please note this is an example and your submission should reflect what is actually requested in the ITT):

ITT Response required	How your response should be uploaded
Question 2.3 (Implementation)	Contract title (Specialist Advice Proof of Concept) Question 2.3 - Excel spreadsheet and written response Supplier Name (e.g. ABC Ltd)

### Commercial Envelope

- 7.24. This envelope is where the Pricing Proposal should be uploaded. This information should be uploaded as follows.

ITT Response required	How your response should be uploaded
Pricing Proposal Commercial Envelope, Annex C – Pricing Proposal	Contract title (Specialist Advice Proof of Concept), Annex C – Pricing Proposal Supplier Name (e.g. ABC Ltd)

### Data Security

#### Draft Security Plan - (ITT – Technical Envelope & Schedule 7 (Annex 1 and 2) of the Call-Off)

- 7.25. Cabinet Office has introduced mandatory requirements relating to data handling, security and information assurance in government contracts. Information must be protected, together with systems, equipment and processes which support its use. Our contractors must provide an appropriate level of security.
- 7.26. Suppliers are required to submit a Draft Security Plan detailing how you will comply with the DWP Security Policy for Contractors. A copy of this document can be found on ['Gov UK - Other DWP procurement and policy documents'](#) and full guidance is provided in the relevant document and in Schedule 14 of the Call-Off Terms and Conditions. A full Security Plan will be due 20 days after contract award.

#### Baseline Security Standard (Part of Terms and Conditions).

- 7.27. Where the successful contractor's staff are to be given access to Customer's assets (defined as premises, systems, information or data) the attention of Suppliers is drawn to their contractual obligations in relation to baseline security standards. Full details of the actions required to comply with the above procedures, can be found in the

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guidance document 'HMG Baseline Personnel Security Standard – A Guide for DWP Contractors'. A PDF version of this document can be viewed at: ['Gov UK - Other DWP procurement and policy documents'](#).

**Additional Materials, Documents and Attachments**

- 7.28. No additional documentation should be submitted with a tender unless specifically requested by the Customer.
- 7.29. Information that forms part of general company literature or promotional brochures will not form part of the evaluation process and should not be submitted.
- 7.30. The tender should not contain any inserted, pasted or embedded pictures or documents (image files, PDF documents or other Word documents) unless specifically requested by the Customer.
- 7.31. Any additional documents requested by the Customer must be clearly referenced within the body of the tender using a unique, un-ambiguous and relevant file name. They must be saved using MS Word, MS Excel, MS PowerPoint, PDF or jpeg formats. No other file formats should be used.

**Tender Clarification (Q&A)**

- 7.32. Suppliers have the opportunity to raise questions about the ITT and request clarification about the requirement. All questions raised must be submitted via the ePS portal by the date specified in the procurement timetable on the portal. The Customer will not consider any clarification questions received after this date.
- 7.33. The Clarification (Question and Answer) log containing generic questions and responses will be published on the ePS portal and updated regularly on the date specified in the procurement timetable on the portal. It will be the responsibility of the Supplier to monitor the portal for the latest activity.
- 7.34. Suppliers need to ensure that they have read all the documentation contained within this ITT (Statement of Requirements, Background Information, Call-Off Terms and Conditions, Call-Off Order Form and these Instructions) thoroughly so that questions or clarifications are not raised unnecessarily.
- 7.35. If a question is deemed by a Supplier to be commercially confidential, then the Supplier should indicate that they believe this is the case. The Customer will consider this and if in agreement, will exercise due discretion in handling the question and limiting the circulation of the answer(s) to your organisation only.
- 7.36. Questions not deemed to be commercially confidential will be considered by the Customer to be of significance to all Potential Suppliers. All questions and answers will be made anonymous and made available to all Suppliers via the ePS portal. If the Customer intends to follow this course of action it will inform you before sharing the question and response with all Suppliers which will provide you with an opportunity for the question to be withdrawn.
- 7.37. The final date for questions and answers and dissemination allows sufficient time for Suppliers to impact this information before finalising their tenders for submission.

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### **Acceptance and Return of Tenders**

- 7.38. By issuing the ITT, the Customer is not bound in any way and does not have to accept any tender.
- 7.39. The tender, comprising of the information set out in the ITT must be completed and submitted in its entirety to the ePS portal by the stipulated deadline.
- 7.40. Tenders will remain unopened until the deadline for receipt has passed and then they will be opened and logged in accordance with the Customers procurement procedures. The tenders will undergo an initial compliance check to ensure that all information requested has been received. Tenders will be rejected if the complete information requested is not included as part of the tender documentation.

### **Declaration by Tender (Technical Envelope)**

- 7.41. This document is your offer to enter into a contract with the Customer. It is the responsibility of the Supplier to ensure that your final submission corresponds with the information stated on this Declaration Statement, as this will form the basis of your tender proposal.
- 7.42. This document should also act as a final checklist to confirm that you have submitted all of the required responses. To ensure equality of treatment for all Suppliers you must return all of the information required to enable a full evaluation of your tender to take place. If any of the documents are missing at tender opening stage, your tender will be classed as non-compliant and will not be evaluated resulting in your disqualification from the procurement exercise.
- 7.43. You will note that this document requires a scanned signature and if your proposal is successful then a “wet signature”/seal (as appropriate) will be required at contract award stage on the contract.

### **Tender Clarification**

- 7.44. The Customer may need to clarify details of your tender and in those instances the Customer will send any questions using the ePS portal to the named person registered on the system, who should arrange for a reply to be provided by the stipulated deadline.
- 7.45. The Customer may seek independent financial and market advice to validate information declared, or to assist in the evaluation.

### **Period for which Tenders shall Remain Valid**

- 7.46. Tenders shall remain valid and capable of acceptance for 90 days from the closing date for receipt of tenders.

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**8. The Evaluation Process**

The following process highlighted in Paragraphs 8.1 to 8.5 will be used for the evaluation of Tender responses.

**8.1. Qualification Envelope (Grounds for Exclusion and Minimum Requirements)**

Suppliers must meet all of the selection requirements set out in Annex A. Any Supplier who does not meet all of the selection requirements set out in Annex A (or explain to the Customers satisfaction why they do not) will be treated as ineligible for the Call-Off and their Tender will not be evaluated further.

**8.2. Evaluation of Technical and Commercial Envelopes**

The information provided in the tender proposal will be evaluated against the pre-determined Award Criteria as stated in the Invitation to Tender.

The Tenders submitted by any Suppliers who pass all of the requirements set out in Annex A will be evaluated using the following criteria and weightings as detailed below:

<b>Award Criteria as per Framework Schedule 6 (Further Competition):</b>		
	<b>Qualitative Criteria and Score</b>	<b>Financial Criteria and Score</b>
<b>Service Delivery and Approach</b>	<b>70%</b>	<b>30%</b>
<b>Overall Total</b>	<b>100%</b>	

**8.3. Evaluation of Technical Envelope (Qualitative Criteria)**

The Technical Envelope (see Annex B) contains a number of questions for Suppliers to respond to. Each question relates specifically to the selection criteria detailed above which are weighted in order of importance.

Suppliers should refer to the following paragraphs below for full details of how responses to questions will be evaluated and scored.

Qualitative Criteria scoring represents 70% with this section of the evaluation being relatively assessed.

The following tables and supporting text below provide details on how the qualitative side of the proposal will be evaluated:

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**Evaluation Criteria and Weightings**

<b>Service Delivery and Approach</b>				
	<b>Key Evaluation Criteria</b>	<b>Page limit</b>	<b>Question Weighting</b>	<b>Max Possible Score</b>
<b>2.3</b>	<b>Implementation</b>			
2.3.1	Implementation	2	25	200
<b>Sub-total</b>			<b>25</b>	<b>200</b>
<b>2.4</b>	<b>Recruitment</b>			
2.4.1	Recruitment	3	30	240
<b>Sub-total</b>			<b>30</b>	<b>240</b>
<b>2.5</b>	<b>Booking and Attendance</b>			
2.5.1	Booking and Attendance	3	30	240
<b>Sub-total</b>			<b>30</b>	<b>240</b>
<b>2.6</b>	<b>Management and Reporting</b>			
2.6.1	Management and Reporting	2	15	120
<b>Sub-total</b>			<b>15</b>	<b>240</b>
<b>TOTAL MARKS AVAILABLE</b>			<b>100</b>	<b>800</b>

The above Key Evaluation Criteria are considered to be critical for the success of the PoC by the Customer. Any Tender which when evaluated has a score of 0 or 2 (below) against these key sub-criteria questions may be eliminated from the competition.

Evaluation of the Qualitative Criteria is a two-step process, comprising of:

- Independent evaluation; and
- Moderation.

During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Supplier(s) in their Tender. Each evaluator will then allocate the mark for the answer in accordance with the Marking Schemes below which will be converted by the Question Weighting to produce a Weighted Score for that Question.

**Service Delivery and Approach - Question Marking Scheme**

<b>Mark</b>	<b>Description</b>
<b>0</b>	The response provides no or limited evidence that the Supplier can meet the Customer's requirements.



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	<p>or</p> <p>The response provides no or limited confidence that the Supplier can meet the Customer's requirements.</p> <p>or</p> <p>The response demonstrates that the Supplier cannot meet any or only a few of the Customer's requirements.</p> <p>or</p> <p>The response is of no or limited relevance to the question.</p>
<b>2</b>	<p>The response provides some evidence that the Supplier can meet the Customer's requirements</p> <p>or</p> <p>The response provides some confidence that the Supplier can meet the Customer's requirements</p> <p>or</p> <p>The response demonstrates that the Supplier can meet some but not many of the Customer's requirements.</p> <p>or</p> <p>The response is mostly, but not entirely, relevant to the question.</p>
<b>4</b>	<p>The Supplier has provided good evidence that it can meet the Customer's requirements.</p> <p>and</p> <p>The response gives good confidence that the Supplier can meet the Customer's requirements.</p> <p>and</p> <p>The response demonstrates that the Supplier can meet all of the Customer's requirements.</p> <p>and</p> <p>The response is relevant to the question.</p>
<b>8</b>	<p>The Supplier has provided strong evidence that it can meet all the Customer's requirements and exceed some of the Customer's requirements</p> <p>and</p> <p>The response gives strong confidence that the Supplier can meet the Customer's requirements and exceed some of the Customer's requirements</p> <p>and</p> <p>The response demonstrates that the Supplier can meet all of the Customer's requirements and exceed some of the Customer's requirements</p> <p>and</p> <p>The response is highly relevant to the question.</p>

A moderator will review the marks allocated by the individual evaluators in the technical evaluation.

Where the scores allocated by individual evaluators in the technical evaluation are different then a moderator will facilitate a conversation between the evaluators so that they can agree on the score to be awarded. The highest scoring bid will be awarded the full score for that section with other bids being marked as a proportional variance

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from the top scoring bid (See example below). The final quality scores will not be rounded at this stage of the process.

**Service Delivery and Approach example:** (based on the highest Supplier score of 750 out of a total available score of 800 within the Qualitative Criteria):

Supplier	Total Service Delivery Score	Calculation	Score (out of 70)
A	750	Highest score	70.00
B	650	$650/750 \times 70$	60.66
C	600	$600/750 \times 70$	56.00
D	450	$450/750 \times 70$	42.00

#### 8.4. Evaluation of Commercial Envelope (Financial Criteria)

The Commercial Envelope (See Annex C for Pricing Proposal) contains a list of pricing and supporting assumption fields for which Suppliers are required to submit a bid for (exclusive of VAT). Suppliers must complete all sections within the Pricing Proposal to be eligible for further evaluation.

The financial scores will be relatively assessed which is calculated as follows:

The financial scores for the 10 Week Total (cell I17 of the Summary tab within the Pricing Proposal) representing 15% of the overall 30% Financial Criteria Score and separately the 6 Month Total (cell I25 of the Summary tab within the Pricing Proposal) representing 15% of the overall 30% Financial Criteria Score will each be individually relatively assessed as follows:

The Supplier with the lowest overall bid will gain the full 15% Financial Criteria Score for the Total being assessed. Subsequent Suppliers overall bids will gain a percentage of the 15% based on a pro-rata basis from the lowest bid using the following formula.

<b><math>\frac{\text{Lowest Overall Bid}}{\text{Supplier Overall Bid}} \times \text{Weighting Multiplier}</math></b>
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**For example 10 Week Total relative assessment:**

Supplier	Overall Bid	Calculation	Financial Criteria Score (out of 15)
A	£60,000	Lowest Bid	15
B	£66,000	$60,000/66,000 \times 15$	13.64
C	£70,000	$60,000/70,000 \times 15$	12.86

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D	£75,000	$60,000/75,000 \times 15$	12.00
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**For example 6 Month Total relative assessment:**

Supplier	Overall Bid	Calculation	Financial Criteria Score (out of 15)
<b>C</b>	<b>£310,000</b>	<b>Lowest Bid</b>	<b>15</b>
B	£330,000	$310,000/330,000 \times 15$	14.09
D	£350,000	$310,000/350,000 \times 15$	13.29
A	£400,000	$310,000/400,000 \times 15$	11.63

Once both Totals from cells I17 and I25 have been relatively assessed then these scores will be combined for each individual Supplier and this will form the overall score for the Financial Evaluation.

**Total Financial Criteria example:** (Combined Financial Criteria Scores for 10 Week Total and 6 Month Total):

Supplier	Score (out of 30)
<b>C</b>	<b>27.86</b>
B	27.73
A	26.63
D	25.29

## 8.5. Total Score Calculation and Ranking

The single overall Qualitative Criteria score for the Supplier from the Technical Envelope will be combined with the Total Financial Criteria Score for the Supplier from the Commercial Envelope to create a total overall score for the tender submitted.

The overall scores will be ranked in order with the highest overall score from the evaluation process being recommended as the Preferred Bidder.

## 9. Tie Breaker

If, the overall scores of two or more Suppliers are tied as the highest overall score then a tie break process will be applied as follows:

Step 1 – The scores of the tied Suppliers in relation to the Qualitative Criteria Score for Sub Criteria 2.4 will be compared. If one of the tied Suppliers has a higher score on Sub Criteria 2.4 (compared to the other tied Suppliers) then such Supplier with the

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higher score will be recommended as the Preferred Bidder. If more than one tied Supplier has the same score on Sub Criteria 2.4 then proceed to Step 2.

Step 2 – The Suppliers who were tied at the end of Step 1 will be compared in Step 2. The scores of such Suppliers in relation to the Qualitative Criteria Score for Sub Criteria 2.5 will be compared. Such Supplier with the highest score on Sub Criteria 2.5 will be recommended as the Preferred Bidder.

**10. Publication of Contract Award on Contracts Finder**

Irrespective of whether or not publication of a Contract Award Notice in OJEU is required, details of all contracts awarded with a value greater than £10,000 will be published on the Contracts Finder website.

**11. Post Contract Award**

The Customer will be responsible for producing a final Call-Off Order Form and issuing the Call-Off Order Form for signing/sealing (as appropriate) by the successful supplier.

**12. Customer Complaints Procedure**

The Customer has published a [Commercial Complaints Process](#) for use during competitive procurement.

This process gives details of:

- DWP Commercial Code of Practice – Competitive Tendering;
- The DWP Commercial Complaints Process;
- Information to accompany a commercial complaint.

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**ANNEX A - QUALIFICATION ENVELOPE**

- 1 The Qualification Envelope on the ePS portal contains 'Pass/Fail' questions and acts as a doorway for progression to the following stages of the evaluation. Suppliers are strongly advised to read and understand the specific guidance provided before responding to these questionnaires.
- 2 In addition to the Qualification Questionnaire Parts 1 and 2 on the ePS portal the Supplier is required to respond to the following additional question detailed under 'Qualification Envelope: 1.6 Part 2 – Additional Questions'

<b>'Qualification Envelope: 1.6 Part 2 – Additional Questions'</b>			
<b>GUIDANCE</b>	The following questions are 'Pass/Fail'. If Suppliers are unwilling or unable to answer "Yes", their submission will be deemed non-compliant and shall be rejected. The Supplier should confirm their answer by selecting the appropriate option from the drop down menu.		
<b>Question Number</b>	<b>Question</b>	<b>Max Score</b>	<b>Weighting (%)</b>
[1.6.1]	Do you accept the RM3711 Multidisciplinary Framework Call-Off Order Form and Call-Off Terms?	Pass/Fail	N/A
[1.6.2]	Does your pricing proposal fit within the Pricing Cap (Maximum Rates) as detailed within Framework Schedule 3 and take into account the Intermediaries Legislation which applies in this instance?	Pass/Fail	N/A

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**ANNEX B - TECHNICAL ENVELOPE**

- 1 The following Qualitative questions are designed to test the Supplier's ability to deliver the requirement as set out in the Statement of Requirements (Schedule 2 of the Call-Off). The Supplier *MUST* answer all questions within the Technical Envelope.
- 2 Supplier responses must clearly demonstrate how they propose to meet the requirements set out in the question and address each element in the order they are asked.
- 3 Supplier responses should be limited to, and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic.
- 4 Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.
- 5 Suppliers will be marked in accordance with the marking scheme at Paragraph 8.3 of Instructions to Bidders document.

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<b>Qualitative Criteria: 2.3 - Implementation</b>	
<b>The Supplier MUST answer ALL the following questions</b>	
<b>Question Number</b>	<b>Question</b>
<b>2.3</b>	<p><b>Implementation</b></p> <p>Please provide a detailed implementation plan in Excel Format detailing the timeline and key activities to demonstrate your ability to commence service delivery no later than 11<sup>th</sup> March 2019 within the two Districts as detailed within Schedule 2: Services. Your plan should detail but not be limited to the critical path and interdependencies with supporting narrative.</p> <p>Your written response, in addition to the Excel Chart, should include:</p> <ul style="list-style-type: none"> <li>• A detailed plan of how you propose to commence service delivery in accordance with the Customer's requirements.</li> <li>• Key milestones, timescales for implementation activities including start and end dates for each activity and the escalation route for these activities.</li> <li>• The timeline (including a narrative explaining its rationale) for HCP recruitment and training.</li> <li>• The timeline and key activities (including identification and management of all risks &amp; mitigations) of engagement with all relevant parties to ensure commencement of service delivery in line with the requirement as set out in Schedule 2: Services.</li> <li>• A narrative to expand on the implementation plan which: identifies all key risks and dependencies (e.g. delays to recruiting staff); provides a RAG (Red, Amber, Green) rating for each of these risks; and explains how these risks will be mitigated and managed, including the timeframe for doing so to ensure that service delivery will still commence on time.</li> <li>• A detailed description of your contingency arrangements.</li> </ul>

<b>Qualitative Criteria: 2.4 - Recruitment</b>	
<b>The Supplier MUST answer ALL the following questions</b>	
<b>Question Number</b>	<b>Question</b>
<b>2.4</b>	<p><b>Recruitment</b></p> <p>Fundamental to the successful delivery of the service will be the sourcing of sufficient numbers of Health Care Professionals (HCPs).</p> <p>Please detail your proposal for recruitment, retaining and replacing the appropriate number of skilled, qualified and experienced HCPs, that meet the Customer's requirements (as outlined at Schedule 2: Services).</p>

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	<p>Your response should include:</p> <ul style="list-style-type: none"> <li>• A clear explanation of how you will ensure the existing levels of service, knowledge and resource are retained. Detail how you will ensure that all HCPs are supported and motivated from the start of the contract as well as throughout the life of the Contract.</li> <li>• Details of your recruitment processes to replace HCPs (where attrition occurs) in the timeframes outlined by the Customer, ensuring competence and basic IT skills. Outlining the tools and techniques you propose to use, why you use them and how you will ensure effective delivery of this provision and satisfactory performance from the start of the contract and throughout its lifetime.</li> <li>• How you will ensure all pre-employment checks and requirements are adhered to prior to a HCP commencing an assignment with the Customer.</li> <li>• Evidence of your capacity to remain flexible to the Customer's fluctuating requirements for HCPs</li> <li>• How you will manage competition in the market place e.g. how you propose to approach HCP's and engender interest in the roles being offered that will secure the required staff number to deliver the maximum numbers.</li> <li>• A clear explanation of how you will manage absences to maintain adequate staffing levels (e.g. peak leave periods, sickness absence), including contingency arrangements for managing the absence while maintaining the quality of service delivery and performance levels.</li> <li>• Detail how you will ensure you source health care professionals (HCPs) with the correct qualifications, professional registration, training and competencies. Including an explanation of your Continuous Professional Development (CPD) programme, and how you will monitor/audit the renewal/maintenance of qualifications and professional registration, as a fundamental part of the Customer's approval process.</li> <li>• Detail how you will ensure that required quantity of HCPs as referenced within Schedule 2: Services are provided on time in order to meet the objectives of the Customer.</li> </ul>
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<b>Qualitative Criteria: 2.5 – Booking and Attendance</b>	
<b>The Supplier MUST answer ALL the following questions</b>	
<b>Question Number</b>	<b>Question</b>
<b>2.5</b>	<p><b>Booking and Attendance</b></p> <p>Please explain how you will ensure that your booking process for HCPs meets the requirements in Schedule 2 (Services Specification).</p>



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	<p>Your response should cover the following areas:</p> <ul style="list-style-type: none"> <li>• Clear details on how block bookings and ad-hoc bookings will be managed.</li> <li>• Confirmation that you will adhere to the specified response and notice periods in relation to bookings and cancellations.</li> <li>• The process that you will have in place to ensure that HCPs will attend the required locations at the time and date booked.</li> <li>• The process that you have in place for recording attendance of HCPs at the required locations and whether the process for logging attendance is suited for capturing attendance on a daily rather than hourly basis.</li> <li>• How you will ensure the same HCP attends any follow-up conversation in situations where that HCP attended the initial conversation with a Claimant.</li> </ul>
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<b>Qualitative Criteria: 2.6 – Management and Reporting</b>	
<b>The Supplier MUST answer ALL the following questions</b>	
<b>Question Number</b>	<b>Question</b>
<b>2.6</b>	<p><b>Management and Reporting</b></p> <p>Detail how you will gather and maintain Management Information in relation to performance against the specified additional Service Levels and handle ad-hoc requests from the Contracting Authority.</p> <p>Your response should cover the following areas:</p> <ul style="list-style-type: none"> <li>• Your organisation design/structure for delivering the services of providing and managing the HCP resource, including the management hierarchy and explaining why you consider your delivery infrastructure to be suitable for this provision.</li> <li>• Please detail your proposed contract management structure to be put in place by your organisation (key relationships, performance reviews etc.).</li> <li>• The tools and techniques used in managing the resource pool on a day to day basis to meet the requirements of the service including how you will ensure HCPs understand the tasks and comply with allocated daily activities communicated by the Activity Manager.</li> <li>• Provide a clear explanation of your capacity to manage this provision, during mobilisation and live running, alongside existing commitments and any potential future commitments.</li> </ul>

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	<ul style="list-style-type: none"><li>• How you will manage the achievement and progress reporting of each of the Key Performance Indicators.</li><li>• The performance reporting and management information you propose to use and how this will be validated.</li></ul>
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**ANNEX C - COMMERCIAL ENVELOPE**

Pricing Proposal – To be completed and uploaded to the Commercial Envelope.

As stated within the Pricing Proposal “The individual day rates submitted as part of your tender that will form the Contract Charges for the respective Grades will not exceed the Framework Rates detailed within Schedule 3 of the Framework Agreement RM3711.”