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## The Christie NHS Foundation Trust

## Invitation to tender for the Serviced Apartment Accommodation for patients of The Christie NHS Foundation Trust, and their families and/or carers.

Authority Reference Number: CHRT546-2024-25 DES JC

## **Deadline for Eligibility Responses to be received: 4PM on Wednesday 12th March 2025**

## **Deadline for Tenders to be received: 4PM on Monday 14th April 2025**

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

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1. INTRODUCTION AND BACKGROUND
   1. The Christie NHS Foundation Trust (the "**Authority**") (“The Trust”) (“The Christie”) is issuing this invitation to submit this Invitation to Tender ("**ITT**") in connection with the competitive procurement of Serviced Apartment Accommodation for patients of The Christie NHS Foundation Trust, and their families and/or carers.
   2. This document contains important information about the procurement process and the contract that the Authority intends to award (“**Contract**”). This document, the Section B ITT document and all other associated annexes and appendices should be considered in full before Bidders submit their tenders.
   3. The Christie NHS Foundation Trust is the largest single-site cancer centre in Europe, treating 46,000 patients per year and servicing a population of 32m. It was the first UK site to be accredited as a comprehensive cancer centre, and currently treats patients from across the region as well as patients from across the UK for some specialist radiotherapy treatments.
   4. The Christie is also a leading research institution and contributes to world-leading research programmes that allow access to the most advanced treatments, techniques and technologies for the benefit of The Christie and NHS patients.
   5. Each patient stay is expected to last between a single night at minimum and up to approximately 60 nights at maximum. Patients may be under the clinical care of one or more Trust departments during their stay, including but not limited to:

* Proton Therapy
* Young Oncology Unit Ambulatory Care Services
* CAR T-Cell Therapy
* Specialist Surgery
* Clinical Trials

**IMPORTANT NOTE: The sought provision is non-clinical in nature. Bidders are asked to provide serviced apartments only and are not required or expected to provide medical care of any kind. The provider will not take any clinical responsibilities for patients staying at their premises.**

* 1. Full details of the Authority's requirements are set out in the Specification document Appendix A.
  2. The Authority is carrying out this procurement under the Light Touch Regime restricted procedure pursuant to the Public Contracts Regulations 2015 (“**PCR**”). The Authority aims to use the restricted procedure to identify a proposal which best addresses the Authority's requirements, as described in this ITT.
  3. On 20th February 2025 a FTS contract notice was published in the Find a Tender Service ("**FTS**") **2025/S000-006035**, inviting organisations to request to participate in this procurement process.
  4. This ITT:
     1. asks Bidders to submit their response (“**ITT**”) in accordance with the instructions set out in the remainder of this ITT;
     2. sets out the overall timetable and process for the procurement;
     3. provides Bidders with sufficient information to enable them to provide a tender;
     4. sets out the evaluation criteria that will be used to evaluate responses; and
     5. explains the administrative arrangements for the receipt of tenders.
  5. The Authority is using the Atamis E-Sourcing e-tendering portal to conduct the procurement process ("**the e-Tendering Portal**"). The e-Tendering Portal can be accessed via [Atamis](https://atamis-1928.my.site.com/ProSpend__CustomCommunitiesLogin?startURL=%2Fone%2Fone.app#/alohaRedirect/apex/Supplier_Portal_2019) . All communications (including submission of Tenders) should be carried out via the e-Tendering Portal.
  6. Contents of the ITT

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# SMEs and Evergreen

* 1. The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative. Suppliers are encouraged to work with the Authority to support the wider SME initiative.
  2. The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative: <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>
  3. To support the Christie on their aim towards becoming net zero, suppliers are encouraged to register on the Evergreen Sustainable Supplier Assessment, and submit their current scores on Atamis. Further information and the benefits to suppliers completing the Evergreen Assessment can be found on the following link:[NHS England » Evergreen sustainable supplier assessment](https://www.england.nhs.uk/nhs-commercial/sustainability/evergreen/).

1. TENDER TIMETABLE

**Key dates**

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

|  |  |
| --- | --- |
| **Event** | **Date** |
| ITT documentation issued | Thursday 20th February 2025 |
| Deadline for the receipt of clarification questions relating to Stage 1 of the process. | 5pm Wednesday 26th February 2025 |
| Deadline for receipt of completed:Annex B1Appendix E(i) | 4pm Wednesday 12th March |
| Successful Bidders invited to Stage 2 of the process. | Wednesday 19th March 2025 |
| Target date for responses to clarification questions relating to Stage 2 of the process | Friday 28th March 2025 |
| Deadline for receipt of completed:Annex B2, B3, B4, B5, B6 and B8Appendix E(ii) Quality and Commercial Questions\_Bidder Responsei.e. ITT response | 4pm Monday 14th April 2025 |
| Site visits | Provisionally W/C 5TH May 2025 |
| Bidder Presentations to Project Team and Patients | Provisionally W/C 12th May 2025 |
| Board Approvals | June - July 2025 |
| Notification of proposed contract award/Voluntary Standstill period | From 23rd June to Midnight on 3rd July 2025 or 4th July to Midnight on 14th July 2025 |
| Contract award | September 2025 |
| Contract start date | 01/11/2025 (current contract end 31/10/2025) |

* 1. Whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage and for any reason.

**Questions about this ITT**

* 1. You may submit, by no later than the dates and times specified in the table above, any queries that you have relating to this ITT. Queries received via any route/method other than the e-tendering portal will not be responded to and may be considered by the Authority to constitute canvassing (in which case the provisions of paragraph 3.31 of this Section A will apply).
  2. Any specific queries should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually. The Authority may decline to answer queries received after the above deadlines.
  3. Answers to the questions received by the Authority will be circulated to all Bidders via the e-Tendering Portal. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Authority may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Bidder.

**Deadline for receipt of Tenders**

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

**Site visits**

* 1. All Bidders are asked to make each of the sites included in their bid available as reference sites. The reference site visits will be required to verify specific aspects of Bidders' submissions in response to the Specification.
  2. Reference site visits are scheduled to take place on the dates set out in the timetable. You should keep these dates free in case you are asked to make a reference site available.
  3. The Authority will visit all relevant Bidders' sites.

**Patient evaluation panel**

* 1. Bidders will present their proposal to the Christie’s evaluation team, and a selected group of patients to provide evaluation and feedback from a user perspective.
  2. Bidders will be required to present an overview of the services proposed in their bid. The presentation must be an accurate representation of the proposed service and cover all key details of the bid, including (but not limited to) the interiors of the apartments, facilities and services offered, locations, and any potentially unique features.

**Stage 1 evidence**

* 1. At Stage 1, Bidders provided information and some of that information was self-certified as accurate. During the standstill period, the Authority will require the successful Bidder to provide the following:
     1. proof as required in the Public Contracts Regulations 2015, Regulation 60(4) or (5), that none of the mandatory or discretionary grounds of exclusion referred to in Annex B1 and B7 applies;
     2. copies of the required insurance as set out in Annex B1;
     3. a copy of your Health and Safety Policy;
     4. a copy of your audited accounts for the last two years or alternative means of demonstrating financial status as set out in Annex B1.
  2. Failure to provide the requested evidence within the standstill period; the Contracting Authority reserves the right to exclude the successful bidder from the process and approach the second placed bidder and so on.

Contract Award

* 1. Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, and the standstill period completed, no contract(s) will be entered into.
  2. Once the Authority has reached a decision in respect of a contract award, it will notify all entitled Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any contract(s).
  3. The Trust reserves the right to award the contract to more than one supplier.

1. INSTRUCTIONS TO BIDDERS

**Formalities for submission of Tenders**

* 1. Bidders must submit their Tenders by completing the Annexes to Section B and Appendix E(i) and E(ii) of the ITT. Completed Tenders must be submitted using the e-Tendering Portal. Tenders will not be accepted by any other means. Bidders should ensure that they allow plenty of time to upload their Tender, particularly where there are large documents. If Bidders have any problems with the e-Tendering Portal, they should contact [Atamis](https://atamis-1928.my.site.com/ProSpend__CustomCommunitiesLogin?startURL=%2Fone%2Fone.app#/alohaRedirect/apex/Supplier_Portal_2019) for an urgent call back. As noted above, any Tender received after the deadline or by any method other than specified within this section 3 may not be considered. The Authority may at its discretion extend the deadline and in such circumstances the Authority will notify all Bidders of any change. It is the sole responsibility of the Bidder to ensure that their offer is received in due time and date.
  2. When completing their Tender submissions, Bidders should not assume that the Authority has any prior knowledge of the Bidder, its practice or reputation, or its involvement in existing services, projects or procurements. In evaluating the submissions, the Authority will only consider information provided in response to this ITT document.
  3. The maximum file size for uploading documents is 100MB per individual document. You should split your Tender into small enough file sizes to upload. Note: the Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. For this reason, it is recommended that Bidders should ensure files are well below the maximum stated and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the deadline.
  4. Bidders must adhere to the following standard requirements when submitting their Tenders (and the Authority reserves the right to disqualify any Tender that does not comply with any or all of the below requirements:
     1. Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced if necessary.
     2. The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
     3. The Tender must be fully cross-referenced and include a table of contents.
     4. The Tender must include a list of all supporting material.
     5. Electronic copies of the Tender shall be in Microsoft Office or PDF formats.
  5. Where a word count limit is specified, Bidders should state how many words their response contains. The Authority reserves the right not to consider any part of a response exceeding the word limit. Words included within diagrams or other graphic representations will not count towards the word limits. Diagrams or other graphic representations are to be included only if they support the maximum word count response given, their inclusion must not be used as an opportunity to exceed the maximum word limit.
  6. The Tender must be clear, concise and complete. The Authority reserves the right to mark Bidders down or exclude them from the procurement if their Tenders are ambiguous or lack clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, do not include extraneous presentation materials. The Authority reserves the right to disqualify and exclude any Bidder that changes or alters any of the formulas within any of the response documents.

**[](#threeseven" \o "Link to Guidance Note)**

* 1. Tenders will be evaluated on the basis of information submitted by the deadline. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.

**[](#threeseven" \o "Link to Guidance Note)**

* 1. The Tender must be signed by a duly authorised representative of the Bidder.

**Modification and withdrawal of Tenders**

* 1. Save only as provided for within paragraph 3.7, no Tender may be modified after the deadline for receipt of Tenders.
  2. Tenders may be withdrawn at any time before the deadline for receipt of Tenders. Revised Tenders may be submitted up until the deadline for receipt of Tenders.

**Variant bids**

* 1. Variant Bids against this tender requirement will not be accepted. Pass/Fail criteria and minimum acceptable standards are set out clearly in the Specification and Scoring criteria appendices and will be applied fairly to all bids.

**Terms and conditions**

* 1. The contract will include the NHS Terms and Conditions set out in Annex A1. It is vital that the Bidder reviews these carefully, and takes account of all information such as TUPE, key performance indicators and insurance requirements and that the Tender fully takes account of these. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the NHS Terms and Conditions without further negotiation or amendment.
  2. Prices quoted must be fixed (i.e. not subject to variation) for the initial 2 year contract period.
  3. Prices may be reviewed prior to any extension period. If the extension options are taken up a contract review meeting will be held if a request to increase prices is received. A written application must be submitted to the Trust within 4 weeks of the supplier being notified that the contract will be extended detailing the reasons for any price increases. Price increases must be justified and supported by documentation, for example inflationary indices, and are solely at the discretion of the Trust. If the submission indicates that the prices will be fixed for any optional extension periods then this clause 3.14 will not apply.

**Consortia and subcontractors**

* 1. If the Bidder is a consortium or will rely on sub-contractors to deliver the contract, it must explain in its Tender which parts will be sub-contracted, who the sub-contractors are, confirm the sub-contractor has agreed terms of supply and what contractual commitment it has from the sub-contractor to deliver.
  2. For the purposes of this ITT, the following terms apply:
     1. **“Consortium arrangement”** – two or more organisations working together specifically for the purpose of bidding for appointment as the supplier who envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
     2. **“Subcontracting arrangement”** *–* two or more organisations working together specifically for the purpose of bidding for appointment as the supplier but envisage that one of their number will be the supplier, and the remaining organisations that are participating in the arrangement will be subcontractors to that supplier.
  3. Bidders may not change a consortium structure or the identity of any proposed sub-contractors without the prior written consent of the Authority.
  4. Bidders will be required to confirm to the Authority that there has been no material change to the information provided to the Authority at Stage 1.

**Warnings and disclaimers**

* 1. General marketing and company literature or any separate statement of reasons for award is not required and will not be considered in the evaluation of ITT responses. Bidders should not include any information beyond that requested within this ITT.
  2. While the information contained in this ITT and its annexes and enclosures is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its annexes and enclosures) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
  3. Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of any express or implied contract that may be concluded in relation to this procurement process (or this exercise generally), nor shall such documentation/information be used in construing any such contract. If a Bidder proposes to enter into a contract with the Authority, it must rely solely on its own enquiries and on the terms and conditions set out in the Contract (as and when finally executed), subject to the limitations and restrictions specified in it.
  4. Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) in relation to any element of this procurement process or to enter into a contractual arrangement. No person has been authorised by the Authority, or its advisers or consultants, to give any information or to make any representation not contained within this ITT and, if given or made, any such information or representation must not be relied upon as having been so authorised.

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

* 1. As a public body, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Authority may therefore be required to disclose information submitted by the Bidder. The Authority also reserves the right to publish the contract once awarded in accordance with the FOIA and/or EIR and/or as required by public sector transparency policies.
  2. In respect of any information submitted by a Bidder that it considers to be confidential or commercially sensitive the Bidder should:
     1. clearly and precisely identify such information as confidential or commercially sensitive;
     2. explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
     3. provide a reasoned estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
  3. This information must be listed in Annex B2 to Section B of this ITT, with a statement of which exceptions are relevant under FOIA and/or the EIR. The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this procurement process, you agree that the Authority should not and will not be bound by any such markings.
  4. In addition, marking any material as “confidential” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of any such marking. You accept that the decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with you or any designation of information as confidential you may have made. You agree, by participating further in this process and/or submitting your ITT response, that all information is provided to the Authority on the basis that it may be disclosed under the FOIA and/or EIR if the Authority considers that it is required to do so. In making a submission in response to this ITT, each Bidder also acknowledges that the Authority may be obliged under the FOIA to disclose any information provided to it:
* Without consulting the Bidder; or
* Following consultation with the Bidder and having taken its views into account
  1. The Authority reserves the right to disclose all documents relating to this process for the purpose of seeking advice from third parties and/or where it is required to do so in accordance with the Government’s transparency agenda and policies. Where a Bidder identifies information as commercially sensitive, the Authority will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with FOIA or the EIR. Accordingly, the Authority cannot guarantee that it will withhold information marked ‘confidential’, 'commercially sensitive' or otherwise exempt.

**Copyright**

* 1. The copyright in this ITT is vested in Authority.
  2. Bidders shall not reproduce this ITT in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of the Authority, other than for use strictly for the purpose of preparing their ITT submission in relation to the procurement process. This ITT and any document at any time issued as supplemental to it are and shall remain the property of the Authority and may be used by a bidder solely for the purpose of this procurement and must be returned upon demand.

**Publicity**

* 1. No publicity regarding the procurement or the award of any contract will be permitted unless and until the Authority has given express prior written consent to the relevant communication and has approved the detail of any such communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority. The Authority may exclude from the procurement any tenderer that contravenes the requirements of this paragraph 3.30.

**Bidder conduct and conflicts of interest**

* 1. Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time (and shall be disqualified from this procurement process) if they:
     1. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance; and/or
     2. communicate to any person other than the Authority the price or approximate price to be included within their Tender or information that would enable that price or approximate price to be calculated (except where disclosure is made in confidence in order to obtain quotations necessary for the preparation of their response to this ITT or for the purposes of obtaining insurance(s) or any necessary security); and/or
     3. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration or inducement to any person to effect changes to the form or content of any other Tender; and/or
     4. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender or as to the amount(s) within any Tender submitted; and/or
     5. canvass solicit, or offer any gift or consideration whatsoever as an inducement or reward to the Authority or any officers (or their partners) employees (or their partners) or agents (or their partners) or advisors (or their partners) of the Authority in relation to this procurement; and/or
     6. attempt (directly or indirectly) to obtain information from, contact, influence, and/or canvass any officers (or their partners) employees (or their partners) or agents (or their partners) or advisors (or their partners) of the Authority concerning another Bidder or Tender (except for debrief information requests made through the e-Tendering Portal); and/or
     7. do anything that would constitute a breach of the Prevention of Corruption Acts 1889-1916 or the Bribery Act 2010.
  2. Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisors. Bidders should notify the Authority promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Authority. The Authority may also exclude a Bidder from this procurement in circumstances where a conflict of interest cannot be remedied effectively by other, less intrusive, measures.
  3. Bidders are subject to an ongoing obligation throughout this procurement process to notify the Authority of any material changes to the information included in their Stage 1 and ITT responses, including but not limited to the change in identity of the Bidder, any subcontractor or the ownership and/or standing thereof. Changes should be notified as soon as they become apparent. Failure to notify the Authority of any material changes in accordance with this paragraph 3.33 may lead to the Bidder being disqualified from this procurement process.
  4. If the Authority is notified, or otherwise becomes aware, that information supplied by a Bidder in its Stage 1 or ITT response is incorrect, it may re-evaluate that Bidder against the relevant criteria and may, as a result of such re-evaluation, remove the Bidder from the procurement process and/or re-mark the Bidder’s Stage 1 or ITT submission and adjust that submission’s ranking against the other submissions received.

**Authority's rights**

* 1. Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to:
     1. waive or change the requirements of this ITT from time to time;
     2. use third parties to assist with, advise on, and validate information in relation to any element of this procurement (or the evaluation of any such element);
     3. seek clarification or documents in respect of a Bidder's Tender;
     4. disqualify any Bidder that does not submit a Tender in accordance with the instructions in this ITT or respond to the Authority by any deadline notified to the Bidder for its response to any clarification sought by the Authority;
     5. contact (or require a Bidder to contact on its behalf) any of the Bidder’s customers or sub-contractors to whom information relates in the Bidder’s submitted ITT response to ask that such customers or, sub-contractors confirm and verify (in writing if required) that the relevant information referred to is accurate and true;
     6. disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender, SQ response or the procurement process or in the event that there are material changes to the position/information set out in any aspect of the Bidder’s SQ or Tender response. For the avoidance of doubt, the Authority may check that there have not been any material changes to the information provided or the positions outlined in any Bidder’s responses and, in the event of such material changes, may disqualify the relevant Bidder in accordance with the provisions of this paragraph 3.35;
     7. disqualify any Bidder that submits a Tender which contains gaps, omissions, misrepresentations, errors, uncompleted sections, changes the format of the Initial Tender documentation provided or contains any caveats or any other statements or assumptions qualifying the Tender response that are not capable of evaluation in accordance with the evaluation model;
     8. withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
     9. exclude any Bidder who no longer passes the SQ selection criteria;
     10. choose not to award any contract as a result of the current procurement process; and
     11. make whatever changes it sees fit to the timetable, structure or content of the procurement process

and in each case, the Authority will have no liability for any losses whatsoever (and of whatever nature, and whether direct or indirect) caused to or suffered by each Bidder as a result of any such act.

**Liability**

* 1. The Authority will not be liable for any loss, liability, cost, expense (including without limitation legal expense), work or effort incurred by a Bidder in proceeding with, preparing for or participating in this Procurement, howsoever arising (whether under contract, tort, any statutory provision or otherwise) including (without limitation) under any implied contract between the Authority and any Bidder and/or in any circumstances in which the procurement process is terminated or amended by the Authority.
  2. Submission of an ITT response by a Bidder shall constitute deemed acceptance of the exclusion of liability set out within this paragraph 3.

**Language**

* 1. Tenders, all documents and all correspondence relating to the Tender must be written in English (or a full translation of the full response to English should be provided at no cost to the Authority). All price and any financial data must be converted into pounds sterling.

**Transparency**

* 1. In accordance with the PCR and the Government’s policy on transparency, Bidders should be aware that the Authority intends to make the ITT and details of any subsequent contract publicly available, by publication on the Government's Contracts Finder portal.
  2. Bidders should note that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of any contract resulting from this tendering exercise is not confidential. In some circumstances, limited redactions may be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

**Acceptance of terms and conditions, confidentiality**

* 1. In participating in this process and/or by submitting an ITT response it will be implied that you accept and will be bound by the provisions of all sections of this ITT.
  2. All information supplied to you by the Authority, including this ITT and all other documents relating to this process, either in writing or orally, is intended for the exclusive use of the Bidder and is provided on the express understanding that it will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the Bidder, save for the purpose of:
* taking legal or other advice in connection with completing an ITT response; and/or
* obtaining input from organisations relevant to the Bidder’s response to this ITT; and/or
* obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Authority to such disclosure (which it may withhold in its absolute discretion).
  1. In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.
  2. Upon written request from the Authority, the Bidder shall promptly provide evidence to the Authority that such undertakings have been provided to the Bidder.
  3. The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its completed ITT response is accurate and contains no material misrepresentation.
  4. All information supplied to you by the Authority, either in writing or orally, must not be used for any purpose other than for the purpose of submitting the ITT response.
  5. This ITT and its accompanying documents shall remain the property of the Authority and must be returned on demand.

**Guarantees**

* 1. The Authority reserves the right to require a Bidder to provide to the Authority a Guarantee by a parent/holding company(ies) or other appropriate guarantor (such as a financial institution) to secure the due performance by the successful Bidder of its obligations to the Authority.
  2. In the case of consortia, the Authority reserves the right to require the consortium to provide either a parent company guarantee from the lead consortium member(s) if applicable or an equivalent level of alternative security.

**Intellectual Property Rights (IPR)**

* 1. All procurement documentation issued in connection with this procurement shall remain the property of the Authority and shall be used by the Bidder only for the purposes of this procurement.

**Governing Law and Jurisdiction**

* 1. This ITT and any dispute concerning or arising out of or in connection with it and/or the wider procurement process of which it is part (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Courts.

**Bribery Act 2010**

* 1. Bidders will comply with all provisions of the Bribery Act 2010 and will support the Trust by providing information in relation to any investigation of a suspected incident of bribery. The Trust are in support of the Bribery Act and are doing everything they can to prevent bribery from occurring.
  2. The Trust would like to make you aware that we have an Anti-Fraud & Corruption Policy and Response Plan in place and copies are available on request. The Trust takes a zero-tolerance approach to things of this nature and we expect that our contractor’s/suppliers will have their own adequate procedures in place to prevent such criminal activity; including bribery and corruption.

**Environmental Sustainability**

* 1. In accordance with the UK Governments sustainable development strategy, ‘Securing the Future’, the Trust is committed to the best practices of sustainability and corporate social responsibility including local, social, economic and environmental considerations. Therefore, the Trust will actively encourage its manufacturers, suppliers and contractors to develop and supply environmentally preferable goods and services and where possible introduce measurable sustainability criteria into the evaluation process.

1. TENDER EVALUATION METHODOLOGY AND CRITERIA

**Overview**

* 1. This section of the ITT sets out the evaluation criteria and their respective weightings, including the evaluation methodology that the Authority will apply to the Tenders.
  2. Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, incomplete or does not comply with the requirements of this ITT in full, the Authority may deduct marks when scoring it, or it may reject the Tender in its entirety.

**Evaluation criteria**

* 1. The Authority will award the contract to the Tender that is, applying the methodology below, the most economically advantageous. Scoring will be carried out as follows:
     1. Stage One: The Bidder must complete all sections of Annex B1 Eligibility Questions and Responses.
     2. Stage One: The Bidder must complete all sections of Appendix E(i) Project Specific Eligibility Questions\_Bidder Response
     3. Stage One: The Bidder must pass all eligibility questions in Annex B1 and Project Specific Questions in Appendix E(i).
     4. Stage Two: When invited to do so, all Bidders that pass all the eligibility questions and project specific questions must complete all sections of Appendix (Eii) Quality and Commercial Questions\_Bidder Response.
     5. Stage Two: The Authority will then mark Appendix E(ii).
  2. Stage One: The Authority will mark Eligibility Questions as described in paragraphs 4.6 to 4.7
  3. Stage Two: The Authority will mark the Scored Questions as described in paragraphs 4.9 to 4.15.

**STAGE ONE – EVALUATION CRITERIA AND SCORING METHODOLOGY**

**Eligibility Questions – Criteria**

* 1. The Authority will score Eligibility Questions on the following basis:

|  |  |
| --- | --- |
| Eligibility Questions | Selection criteria |
| 1. Supplier information – Section 1 | For information only |
| 1. Grounds for mandatory exclusion – Section 2 | Pass or Fail |
| 1. Grounds for mandatory and discretionary exclusion relating to payment of taxes – Section 3 | Pass or Fail |
| 1. Grounds for discretionary exclusion – Section 4 | Pass or Fail |
| 1. Economic and Financial Standing – Section 5   5.1 or 5.2 or 5.3  5.4  5.5  5.6 – 5.9 | Pass or Fail  N/A  Pass/Fail  10% each |
| 1. Technical and Professional Ability – Section 6   6.1 or 6.2  6.3 | 40%  Pass or Fail |
| 1. Additional Questions – Section 7 | For information only |
| 1. Insurance – Section 7   7.1 – 7.2  7.3  7.4(a)  7.4(b) – 7.4(c)  7.5  7.6, 7.7(a)-7.7(c)  7.7(d); .7.7(e)  7.8; 7.9; 7.10  7.11 | Pass or Fail  20%  For information only  Pass/Fail  Pass/Fail  PassFail  For Information only  N/A  Pass/Fail |
| 8. Project specific questions – Section 8 | Pass or Fail |

* 1. To score a "pass", the response must adequately address all key points and include adequate supporting evidence / examples / information. It must give a reasonable degree of confidence that the Bidder has the capability, resource and experience to properly perform the contract.
  2. Where a Bidder scores a "Fail" for any “Pass or Fail” question, that Bidder will be excluded from this procurement process, its submission will not be considered any further, and it will not be invited to Stage 2 of the procurement process.
  3. The Authority will move on to evaluate all questions scored other than on a “Pass or Fail” basis. Once the scores have been allocated and moderated, the weightings will be applied and the resulting scores will be combined for each Bidder to produce a final overall score for that Bidder.
  4. The five (5) highest scoring compliant submissions at the conclusion of the evaluation process for Stage 1 of the process will be shortlisted to participate in Stage 2. In the event of any tie with a consequence that it is not possible to identify only five (5) highest scoring submissions, for example where two (or more) Bidders score equally for 3rd place, all relevant tied Bidders will be shortlisted for Stage 2.

Annex B1 Eligibility Questions – Scoring Methodology

1. **SCORING SYSTEM**

1.1 Scored questions will be evaluated in accordance with the following scoring schemes:

1.1.1 Part 1 Section 1 Your information and the bidding model – Information Only (not scored).

* + 1. Part 2 Section 2 Grounds for mandatory exclusion – Pass/Fail

1.1.3 Part 2 Section 3 Mandatory and discretionary grounds relating to the payment of taxes and social security contributions – Pass/Fail

1.1.4 Part 2 Section 4 Grounds for Discretionary Exclusion – Pass/Fail

1.1.5 Part 3 Section 5 Economic and Financial Standing – Pass/Fail and Scored

1.1.6 Part 3 Section 6 Technical and Professional Ability – Pass/Fail and Scored

1.1.7 Part 3 Section 7 Additional Questions including Project Specific Questions – Pass/Fail and Scored

1.1.8 Part 3 Section 8 Project Specific Questions – Pass/Fail

* **Part 2 Section 2 Grounds for mandatory exclusion**
  1. Question 2.1(a)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘No’ to all questions |
| Pass | Yes. There are mandatory grounds for rejection of the potential Bidder but the Bidder has provided the information requested at question 2.1(b) and has (by virtue of the evidence provided by it in response to question 2.1(c) demonstrated that it has taken appropriate steps to remedy the relevant circumstances falling within any of the mandatory grounds and has put in place effective measures to prevent such circumstances occurring in the future (please refer to the ‘Self-cleaning’ section on Page 7 of this SQ document). |
| Fail | Yes. There are mandatory grounds for rejection of the potential Bidder and the Bidder has not provided the information requested at question 2.1(b) and/or has not (by virtue of the evidence (or lack of evidence) provided by it in response to question 2.1(c) or by answering “No” to question 2.1(c)) demonstrated that it has taken appropriate steps to remedy the relevant circumstances falling within any of the mandatory grounds and to put in place effective measures to prevent such circumstances occurring in the future (please refer to the ‘Self-cleaning’ section on Page 7 of this SQ document). |

* **Part 2 Section 3 Mandatory and discretionary grounds relating to the payment of taxes and social security contributions**
  1. Question 3.1(a) or 3.1(b) and 3.2

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ and if available provided electronic documentation |
| Pass | Responded ‘No’, but sufficient information has been provided in response to question 3.1(b) and 3.2 to demonstrate to the Authority’s satisfaction that: (1) only minor amounts of taxes or social security contributions are unpaid; or (2) the Bidder 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; or (3) the Bidder was informed of the exact amount due following the breach of its obligations relating to the payment of taxes or social security contributions at such a time that it did not have the possibility of fulfilling those obligations in the manner described at point (2) above before expiration of the deadline for the submission of its SQ response for this process. |
| Fail | Responded ‘No’, but either no information has been provided in response to question 3.1(b) and 3.2 or the information that has been provided in response to question 3.1(b) and 3.2 does not demonstrate to the Authority’s satisfaction that: (1) only minor amounts of taxes or social security contributions are unpaid; or (2) the Bidder 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; or (3) the Bidder was informed of the exact amount due following the breach of its obligations relating to the payment of taxes or social security contributions at such a time that it did not have the possibility of fulfilling those obligations in the manner described at point (2) above before expiration of the deadline for the submission of its SQ response for this process. |

* **Part 2 Section 4 Grounds for Discretionary Exclusion**
  1. Question 4.1(a)-4.1j(iv):

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘No’ to all questions |
| Pass | Responded ‘Yes’ to one or more questions. There are discretionary grounds for rejection of the potential Bidder but the Bidder has (by virtue of its response to question 4.3) demonstrated that it has taken appropriate steps to remedy the circumstances falling within the relevant discretionary grounds and has put in place effective measures to prevent such circumstances occurring in the future (please refer to the ‘Self-cleaning’ section on Page 7 of this SQ document). |
| Fail | Responded ‘Yes’ to one or more questions. There are discretionary grounds for rejection of the potential Bidder and the Bidder has (by virtue of its response or lack of response to question 4.3) failed to demonstrate that it has taken appropriate steps to remedy the circumstances falling within any of the relevant discretionary grounds and to put in place effective measures to prevent such circumstances occurring in the future. |

Question 4.2:

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ to all questions or you are not a relevant commercial organisation. |
| Pass | Responded ‘No’. There are discretionary grounds for rejection of the potential Bidder but the Bidder has (by virtue of its response to question 4.3) demonstrated that it has taken appropriate steps to remedy the circumstances falling within the relevant discretionary grounds and has put in place effective measures to prevent such circumstances occurring in the future (please refer to the ‘Self-cleaning’ section on Page 7 of this SQ document). |
| Fail | Responded ‘No’. There are discretionary grounds for rejection of the potential Bidder and the Bidder has (by virtue of its response or lack of response to question 4.3) failed to demonstrate that it has taken appropriate steps to remedy the circumstances falling within any of the relevant discretionary grounds and to put in place effective measures to prevent such circumstances occurring in the future. |

* **Part 3 Section 5 Economic and Financial Standing**

Question 5.1 or 5.2 or 5.3:

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | (5.1)  Documentary evidence of economic and financial standing is available electronically (e.g. financial statements filed with Companies House), and You have provided:  the web address, issuing authority and precise reference of the documents  **OR** |
| (5.2)  Documentary evidence of economic and financial standing is not available electronically but You have provided:  a copy of your detailed accounts for the last two years (audited if required by law)  **and** for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, You have provided  a copy of their detailed accounts for the last two years (audited if required by law).  **OR** |
| (5.3)  You have not been able to provide a response to questions 5.1 or 5.2 but You have provided any of the following alternatives:   1. a statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position. 2. Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |
| Fail | (5.1)  You have notprovided documentary evidence that economic and financial standing is available electronically and you have not provided:  the web address; issuing authority and precise reference of the documents  **OR** |
| (5.2)  If economic and financial standing is not available electronically and you have not provided  a copy of your detailed accounts for the last two years (audited if required by law)  **and** for any other person or entity on whom you are relying to meet the selection criteria relating to economic and financial standing, You have not provided  a copy of their detailed accounts for the last two years (audited if required by law).  **OR** |
| (5.3)  You have not been able to provide a response to questions 5.1 or 5.2 and you have not provided any of the following alternatives:   1. a statement of your annual turnover, Profit and Loss Account/Income statement, Balance Sheet/statement of Financial Position and Statement of Cash Flow for the most recent year(s) of trading and a bank letter outlining the current cash and credit facility position. 2. Alternative information to evidence economic and financial standing (e.g. forecast financial statements and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status). |

Question 5.4:

NOT APPLICABLE

Question 5.5:

|  |  |
| --- | --- |
| **Score awarded** | **Guarantee / Security** |
| Pass | Responded ‘Yes’ or ‘N/A’ |
| Fail | Responded ‘No’ |

Question 5.6:

|  |  |
| --- | --- |
| **Score awarded** | **D&B Failure Score** |
| 0 | 0 - 4 |
| 1 | 5 - 20 |
| 2 | 21 - 40 |
| 3 | 41 - 60 |
| 4 | 61 - 80 |
| 5 | 81 - 100 |

Question 5.7:

|  |  |
| --- | --- |
| **Score awarded** | **Creditor days** (average for 2 years or length of time for which financial information has been provided in accordance with question 5.7) |
| 4 | 0 - <31.00 |
| 3 | 31.00 - <46.00 |
| 2 | 46.00 - <55.00 |
| 1 | 55.00 - <66.00 |
| 0 | 66.00+ |

Question 5.8:

|  |  |
| --- | --- |
| **Score awarded** | **Current ratio** (average for 2 years or length of time for which financial information has been provided in accordance with question 5.8) |
| 4 | 2+ |
| 3 | Between >1.40 – 2.00 |
| 2 | Between >1.00 – 1.40 |
| 1 | Between >0.80 – 1.00 |
| 0 | Less than 0.80 |

Question 5.9

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| 4 | Net profit for each of the past two years |
| 2 | Net profit for one of the past two years |
| 0 | No net profit in the past two years |

* **Part 3 Section 6 - Technical and Professional Ability**

Question 6.1

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| 4 | The response contains three (3) case studies which meets the minimum relevance requirements; and the case studies provide as a minimum a reasonable demonstration of the relevant ability, experience and skills by the procurement.  In order to satisfy the minimum relevance requirements a case study must have all the following characteristics:  a) have been completed within the last three (3) years or otherwise be currently active and ongoing for a period of at least one (1) year at the time of application;  b) is for providing services similar to those in the specification |
| 3 | The response contains at two (2) case studies which meets the minimum relevance requirements; and the case studies provide as a minimum a reasonable demonstration of the relevant ability, experience and skills by the procurement.  In order to satisfy the minimum relevance requirements a case study must have all the following characteristics:  a) have been completed within the last three (3) years or otherwise be currently active and ongoing for a period of at least one (1) year at the time of application;  b) is for providing services similar to those in the specification |
| 2 | The response contains one (1) case study which meets the minimum relevance requirements; and the case study provides as a minimum a reasonable demonstration of the relevant ability, experience and skills by the procurement.  In order to satisfy the minimum relevance requirements a case study must have all the following characteristics:  a) have been completed within the last three (3) years or otherwise be currently active and ongoing for a period of at least one (1) year at the time of application;  b) is for providing services similar to those in the specification |
| 1 | The response contains at least one (1) case study but the response does not have as a minimum a reasonable demonstration of the relevant ability, experience and skills required by the question; or  The response does not contain any case studies which meets the minimum relevance requirements; or |
| 0 | The response does not contain any case studies which meets the minimum relevance requirements; or  The response does not have as a minimum a reasonable demonstration of the relevant ability, experience and skills required by the question. |

Question 6.2

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| 2 | Response provides a satisfactory explanation for your organisation being unable to provide at least one relevant example for question 6.1 and gives sufficient confidence that the Bidder has the ability, resources and experience to perform the contract properly. |
| 0 | Response does not provide a satisfactory explanation for your organisation being unable to provide at least one example for question 6.1 and/or does not give sufficient confidence that the Bidder has the ability, resources and experience to perform the contract properly. |

Question 6.3

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | The response provides confidence that the Bidder is able to maintain a healthy supply chain with its sub-contractor(s).  OR  The Bidder confirms that it does not intend to use any sub-contractors. |
| Fail | The response does not provide confidence that the Bidder is able to maintain a healthy supply chain with its sub-contractor(s). |

Question 7.1

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ to all |
| Fail | Responded ‘No’ to one or more |

Question 7.2(a)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ |
| Fail | Responded ‘No’ |

Question 7.2(b)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | The response provides sufficient evidence that the technical facilities and measures (including systems and processes) the Bidder has in place, or will have in place by contract award, to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects is appropriate. |
| Fail | The response does not provide sufficient evidence that the technical facilities and measures (including systems and processes) the Bidder has in place, or will have in place by contract award, to ensure compliance with the UK General Data Protection Regulations and to ensure the protection of the rights of data subjects is appropriate. |

Question 7.3

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | The response provides sufficient evidence to demonstrate that the arrangements in place to manage health and safety are effective and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). |
| Fail | The response does not provide sufficient evidence to demonstrate that the arrangements in place to manage health and safety are effective and control significant risks relevant to the requirement (including risks from the use of contractors, where relevant). |

Question 7.4(a) Not Scored

Question 7.4(b)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ |
| Fail | Responded ‘No’ |

Question 7.4(c)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ |
| Fail | Responded ‘No’ |

Question 7.5

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ |
| Fail | Responded ‘No’ |

Question 7.6(a), 7.6(b) and 7.6(c)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | (7.6(a)) and 7.6(b)  You have provided the percentage of invoices paid to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods[[1]](#footnote-1) and have included the percentage of invoices paid within each of the 4 categories listed in the question (7.6(a)), cross referring or providing details and/or inserted link(s) as appropriate. Demonstrating that all invoices have been paid within the agreed contractual terms.  (7.6(c))  And you are able to demonstrate that ＞95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods.  OR  7.6(b))  If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, you have provided a satisfactory explanation as to why they have not been paid within the agreed contractual terms.  (7.6(c))  And if you are unable to demonstrate that ＞95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods you have provided an action plan for improvement which includes (as a minimum) the information listed in the question (7.6(c)). |
| Fail | (7.6(a) and 7.6(b))  You have not provided the percentage of invoices paid to those in your immediate supply chain on all contracts for each of the two previous six month reporting periods and you have not included the percentage of invoices paid within each of the 4 categories listed in the question (7.6(a)), cross referring or providing details and/or inserted link(s) as appropriate. You have not demonstrated that all invoices have been paid within the agreed contractual terms.  OR  (7.6(b))  If you are unable to demonstrate that all invoices have been paid within the agreed contractual terms, you have not provided a satisfactory explanation as to why they have not been paid within the agreed contractual terms.  (7.6(c))  And if you are unable to demonstrate that ＞95% of invoices payable to your supply chain on all contracts have been paid within 60 days of the receipt of the invoice in at least one of the last two six months reporting periods you have not provided an action plan for improvement which includes (as a minimum) the information listed in the question (7.6(c)). |

Question 7.7(a) and 7.7(b)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ and provided a web link |
| Fail | Responded ‘No’ |

Question 7.7(c)

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | Responded ‘Yes’ |
| Fail | Responded ‘No’ |

Question 7.7(d) For information

Question 7.7(e) For information

Question 7.8 N/A

Question 7.9 N/A

Question 7.10 N/A

Question 7.11

|  |  |
| --- | --- |
| **Score awarded** | **Meaning** |
| Pass | The Bidder is a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, their latest statement is available electronically, they have provided the information requested at 7.11(a) and their modern slavery statement or other statement or documents contains all the information requested at 7.11(d), or if it does not they have provided an explanation as to why not and/or assurances that it will be included before contract award.  OR  The Bidder is a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, their latest statement is not available electronically therefore they have provided a copy and their modern slavery statement or other statement or documents contains all the information requested at 7.11(d), or if it does not they have provided an explanation as to why not and/or assurances that it will be included before contract award.  OR  The Bidder is not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, therefore they have provided the information requested at 7.11(a) in relation to any published statements on modern slavery or other relevant documents containing information of a similar type/level and their modern slavery statement or other statement or documents contains all the information requested at 7.11(d), or if it does not they have provided an explanation as to why not and/or assurances that it will be included before contract award. |
| Fail | The Bidder is a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, however they have not provided the information requested at 7.11(a) or 7.11(b), or their modern slavery statement or other statement or documents do not contain all the information requested at 7.11(d) and they have not provided an explanation as to why not and/or assurances that it will be included before contract award.  OR  The Bidder is not a relevant commercial organisation subject to Section 54 of the Modern Slavery Act 2015, however they have not provided the information requested at 7.11(a) in relation to any published statements on modern slavery or other relevant documents containing information of a similar type/level and their modern slavery statement or other statement or documents do not contain all the information requested at 7.11(d), and they have not provided an explanation as to why not and/or assurances that it will be included before contract award. |

Appendix E(i): Pass/Fail

# STAGE TWO – EVALUATION CRITERIA AND SCORING METHODOLOGY

# Evaluation Criteria

* 1. All submissions to this tender will be evaluated against the criteria set out in Appendix E(ii).
  2. The scoring methodology for all questions is detailed in Appendix B(ii) tab F.

## **Evaluation Criteria – Score Weighting**

* 1. The table below summarises the level of score contained in each section (i.e. the sum of all scored criteria in that section). Note that finance submissions are included in this table, and discussed below.

|  |  |  |  |
| --- | --- | --- | --- |
| Criteria | Sub-Criteria | Page & Section | Relative Weight |
| Section A  Capacity, Location and Layout  (18%) | Available block and allocation | A1 | 5.0% |
| Apartment capacity, Layout, and in-room facilities | A2 | 9.0% |
| Provider site location | A3 | 4.0% |
|  | | | |
| Section B  Contract Standards (15%)  Price  (30%) | Block management policy, Cancellations and Flexibility | B1 | 10.0% |
| Invoicing | B3 | 5.0% |
| Price | B2 | 30.0% |
|  | | | |
| Section C  Facilities, Staff and Environment  (34%) | Other on-site facilities | C1 | 11% |
| Staffing and on-site support | C2 | 5.0% |
| Environmental sustainability | C3 | 10.0% |
| Health & Safety | C4 | 8.0% |
|  |  |  |  |
| Section D  Quality and overall impression  (3%) | Interior feel and quality of appointment | D1 | 2.0% |
| Guest satisfaction and user ratings | D2 | 1.0% |

## **Criteria – Finance (pricing evaluation)**

* 1. Tender prices will be scored on a comparative basis, with the lowest compliant Tender (excluding any Tenders that the Authority rejects as being abnormally low or non-compliant) receiving 100% of the available marks (30% following weighting). All other Tenders will be compared against that lowest Tender using the formula:

## **(A / B) x Y**

## A = price of lowest compliant Tender

## B = price of the Tender being scored

## Y = 30% Price criteria

* 1. If it appears to the Authority that any Tender may be abnormally low then the Authority may ask the Bidder to explain its price or costs. If following the Bidder's explanations the Authority is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.

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

# Pension requirements

* 1. The Authority does not anticipate that any pension requirements will transfer or be relevant to this exercise.

**ANNEX A1** **NHS TERMS AND CONDITIONS**

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

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

Specification as set out in Appendix A of this ITT.

The NHS Terms and Conditions for the Provision of Services (Contract Version).

1. See guidance on reporting periods here: https://www.gov.uk/government/publications/business-payment-practices-and-performance-reporting-requirements [↑](#footnote-ref-1)