**Invitation to Tender (ITT)**

**Document 1 Instructions and Guidance to Tenderers**

**Open Procedure – Find a Tender**

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| **Name of Contracting Authority** | **The National Health Service Commissioning Board (NHS England)** |
| **Tender for** | **Strategic Partnership – Learning Disability and Autism Programme** |
| **Contract reference** | **Tender\_4592** |
| **Return Deadline** | **1 March 2021** |

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| **Revision Date** | **Summary of Changes** | **New Version No** |
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**GLOSSARY**

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| “NHS England E-Tendering Portal” | means the electronic Tendering portal ‘Atamis’ used by NHS England for this procurement:<https://health-family.force.com/s/Welcome>User Guide:<https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf> |
| “Clarifications Log” | has the meaning set out in paragraph 3.3 of this ITT. |
| “Contract” | means the form of contract that NHS England intends to conclude with the successful Tenderer to deliver the Requirements. A form of the Contract to deliver the Requirements is at Appendix 4 to Document 3 of this ITT. |
| “Contracting Authorities” | means a contracting authority as defined in the Regulation 2 of the Public Contracts Regulations 2015. |
| “Contracts Finder” | means the National portal created by Government for Public Sector Authorities to publish Contract opportunities in line with their transparency commitments.  |
| “Deadline” | means the Deadline for submission of the Tenders, as set out at paragraph 3.2 of this ITT. |
| “DPA” | means the Data Protection Act 1998 |
| “EIR” | means the Environmental Information Regulations 2004 |
| “Evaluation Criteria” | means the criteria and scoring methodology proposed to assess the Tenders, as set out in paragraph 5 of this ITT. |
| “FOIA” | means the Freedom of Information Act 2000. |
| “Invitation to Tender Questionnaire” | means the on-line questions to be completed and submitted by the Tenderers via the Atamis Portal.  |
| “ITT Pack” | means this ITT Pack means all documents and information issued as part of the ITT including any Schedules and subsequent clarifications |
| “Material Sub-contractor” | means a sub-contractor that is material to the delivery of the Services and on who a Tenderer intends to sub contract with as informed by the Tenderer’s submission |
| “Find a Tender” | means Find a Tender. |
| “Find a Tender Contract Award Notice” | means NHS England’s notice in relation to the Contract Advertisement and Award Notice. |
| “Regulations” | means the Public Contracts Regulations 2015 (SI 2015/102) as amended. |
| “Supplier” | Means the successful Supplier or Service Provider |
| “Services” | means the services being procured by NHS England under this procurement process as set out within the Statement of Requirements at Document 2 of this ITT  |
| “Service Provider” | means a Tenderer (if any) who is successful in this ITT in being awarded and who enters into a Contract with NHS England to deliver the Services. |
| “Statement of Requirements” | means the detailed description of the services, including outputs, to be delivered by the Service Provider through the Contract and found at Document 2 of this ITT (and ‘Requirements’ has the same meaning). |
| “Supplier Response Form” | means the form located within the Authority’s e-tendering portal within which Tenderers must submit their responses to the Authority’s Tender specific questionnaires |
| “Supplier Information Questionnaire” | means the questionnaire that accompanies this Tender to collect important information about the supplier |
| “Tender” | means the response to the Invitation to Tender Questionnaire (and any supporting documentation) to be submitted via the Atamis Portal by the Tenderer by the Deadline and in accordance with the requirements of this ITT. |
| “Tenderer” | Means a single Tendering organisation/person that has expressed an interest in this procurement and is issued with this ITT, in order to Tender to deliver the Requirements |
| “Threshold” | means a minimum pass mark for any question in the Invitation to Tender Questionnaires, as stipulated in the Evaluation Criteria. |
| “Timetable” | means the timetable for this procurement as set out in paragraph 3.2 of this ITT, as amended from time to time at NHS England’s discretion. |
| “TUPE” | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended. |

#

# Introduction

## NHS England

###### The National Health Service Commissioning Board was established on 1 October 2012 as an executive non-departmental public body.

###### Since 1 April 2013, the National Health Service Commissioning Board has used the name NHS England for operational purposes.

###### NHS England plays a key role in the Government’s vision to modernise the health service, as described by the Health and Social Care Act, 2012. NHS England’s key roles are to:

* allocate resources to Clinical Commissioning Groups and support them to commission services on behalf of their patients, according to evidence-based quality standards;
* directly commission primary care, military and offender health and specialised services including high security psychiatric services;
* take autonomous decisions about how best to allocate commissioning resources, remaining accountable for ensuring expenditure remains within limits set by the Secretary of State for Health;
* focus on achieving equal access to health services, designed around the needs of the patient, for which we will be held to account by Ministers and Parliament; and
* deliver improved patient outcomes.

###### The work of NHS England is monitored and held accountable for the delivery of agreed goals and objectives contained in a range of governing frameworks including: the NHS Constitution, the NHS outcomes framework, and the NHS Mandate (for further information: <http://www.england.nhs.uk> ).

## Use of electronic Tendering system

###### NHS England is utilising an electronic Tendering system to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with NHS England including the submission of Tenderers responses will be conducted via the following link:

###### <https://health-family.force.com/s/Welcome>

###### User Guide:

###### <https://services.atamis.co.uk/docs/Supplier_User_Guide.pdf>

###### Unless stated otherwise in these Instructions or in writing from NHS England, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed via the messaging service on the e-Tendering system detailed in this paragraph.

# Tender Particulars

## Contents of the Invitation to Tender

## The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.

## The ITT Pack

## The ITT Pack comprises the following sections:

###### Document 1 – Instructions and Guidance (this document)

Document 1 provides Tenderers with instructions for the preparation of submissions. It includes an outline of the procurement process; the requirements for Tender submission and the approach to Tender evaluation. Tenderers should note that Document 1 should be read in conjunction with the other documents comprising this ITT Pack and any other information provided by NHS England.

###### The Tender must be submitted in the form specified in all documents issued by NHS England as part of this ITT Pack.

###### Failure to do so may render the response non-compliant and it may be rejected.

###### Document 2 – Statement of Requirements

###### This contains the specification for the Contract, which sets out the scope and minimum standards that Tenderers will be expected to meet in their Tenders.

###### **NHS England reserves the right to issue supplementary documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated. NHS England may, in its absolute discretion, exercise the option to extend the Tendering period and postpone or change the closing date, in the event that subsequent documentation is issued or for any other reason.**

### Appendix 1 to Document 2 – LeDeR IR 10 Review Form

### A summary of the type of data LeDeR collects is shown in Appendix 1 – LeDeR IR 10 Review Form. This document is provided for information purposes only. It is currently being revised and **does not** require completion or return as part of your ITT response.

### Appendix 2 to Document 2 – CAG s251 Current approval documentation – this is provided for information purposes only and does not require completion or return as part of your ITT response. An amendment to this will be progressed once a new provider has signed the contract with NHS England.

### The collaborative will be required to comply with strict information governance requirements set out in the s251 agreement and with a strict data processing agreement (see Appendix 2 to this document) which will be signed between the lead provider organisation and NHS England and NHS Improvement. In addition, the lead contractor will be required to have in place appropriate data sharing agreements with any sub-contracted organisation.

### Appendix 3 to Document 2 - Further Information about the LeDeR Programme

### This is provided for information purposes only and **does not** require completion or return as part of your ITT response.

### Appendix 4 to Document 2 - Governance structure of the Learning Disability and Autism Programme

### This is provided for information purposes only and **does not** require completion or return as part of your ITT response.

### Appendix 5 to Document 2 – LDA Collaborative Partners Template

### This form must be downloaded, completed and uploaded into NHS England’s e-tendering portal, Atamis.

### Document 3 – Form of Tender

###### The Form of Tender must be downloaded, signed, scanned and uploaded into NHS England’s e-tendering portal, Atamis.

###### It must be signed:

* where the Tenderer is an individual, by the individual; or
* where the Tenderer is a partnership, by two partners, such persons being duly authorised for the purpose by the firm; or

where the Tenderer is a company, by two Directors or one Director and the Company Secretary, such persons being duly authorised for the purpose.

### Appendix 1 to Document 3 – Declarations

### Appendix 1 to Document 3 contains declarations made by the Tenderer at the time of submitting their Tender. Tenderers must ensure that they have completed all sections in accordance with instructions provided by NHS England.

###### Appendix 2 to Document 3 – Terms and Conditions of Contract

Appendix 2 to Document 3 sets out NHS England’s Terms and Conditions of Contract. Upon conclusion of this procurement process the resultant Service Provider(s) will be required to sign two copies of the Contract provided in the form set out within the Appendix.

The resultant Service Provider(s) shall also send the Authority a redacted signed copy for publication.

### Appendix 3 to Document 3 - Draft Data Processor Agreement

### This document or an agreed version of it is flagged here as it will be required to be signed by the resultant Service Provider(s) on entering the Contract.

### Document 4 – TUPE detail – **NOT USED**

### NHS England has taken legal advice and consequently considers that TUPE does not apply to this tender exercise. Anyone tendering for the services would be advised to take their own legal advice however.

###### Questionnaire 1 – Supplier Information Questionnaire

Questionnaire 1 requires every Tenderer to complete and return this form. It contains a number of Pass/Fail questions; Tenderers should note that the questionnaire contains a number of questions that, where the Tenderer’s response is ‘No’, then the Authority must, by law, exclude them from continuing with the procurement. These questions are clearly indicated.

###### Questionnaire 2 – Technical Questionnaire

Questionnaire 2 contains the Technical questions to which Tenderers are to provide their responses to questions within the Authority’s e-tendering portal; Tenderer responses to the specific questions relating to the Contract must also be made in accordance with the instructions provided in the document.

###### Questionnaire 3 – Commercial Questionnaire

Questionnaire 3 contains the Commercial (pricing) questionnaire(s) that are to be downloaded, completed and uploaded back into the Authority’s e-tendering portal by Tenderers.

Evaluation of Tenderer responses is described fully in section 4 of this instructions document.

## Background

###### This Invitation to Tender (ITT) has been prepared by NHS England.

###### NHS England is looking for a Service Provider(s) for the Services described in the Statement of Requirements (Document 2 of this ITT Pack).

###### NHS England placed an advertisement in Contracts Finder on 26 January 2021 reference Tender\_4592 inviting expressions of interest from parties wishing to be considered and enter into a contract with NHS England.

###### This procurement exercise is being carried out in accordance with the Open Procedure as set out in the Public Contracts Regulations 2015.

###### Parties expressing an interest were given access to this ITT Pack on the Authority’s e-Tendering portal.

###### NHS England has taken reasonable care to ensure that the information provided is accurate in all material respects. However, the Tenderer’s attention is drawn to the fact that no representation, warranty or undertaking is given by NHS England in respect of the information provided in respect of this transaction and/ or any related transaction.

###### NHS England does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on this ITT or any subsequent communication.

###### No warranties or opinions as to the accuracy of any information provided in this ITT Pack shall be given at any stage by NHS England.

###### Any person considering making a decision to enter into contractual relationships with NHS England or any other person on the basis of the information provided should make their own investigations and form their own opinion of NHS England. The attention of Tenderers is drawn to the fact that, by issuing this ITT, NHS England is in no way committed to awarding any contract and that all costs incurred by Tenderers in relation to any stage of the Tender process are for the account of the relevant Tenderer only.

###### In accordance with NHS England’s internal financial instructions and general principles applicable to public procurement, NHS England seeks best value for money in terms of the Contract reached with the successful Tenderer.

###### NHS England has endeavoured, therefore, to express as clearly as possible in this ITT the terms on which it would propose to contract with the successful Tenderer and in particular the obligations, risks and liabilities which it expects to become the responsibility of the successful Tenderer.

## Lots

###### This procurement is not divided into Lots

###### As NHS England are commissioning a lead provider to work with a collaboration of partners and deliver all aspects of the specification.

###### NHS England anticipates that it will enter into a contract with a single lead Provider for the contract.

## Variant Tenders

###### NHS England shall not accept Variant Tenders.

## TUPE

###### NHS England has taken legal advice and consequently considers that TUPE does not apply to this tender exercise. Anyone tendering for the services would be advised to take their own legal advice however.

###### The attention of suppliers is drawn to the provisions of the TUPE (Transfer of Undertakings Protection of Employment Regulations) 2006. TUPE may apply to the transfer of the contract from the present provider to the new one, giving the present provider’s staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful supplier on the same terms and conditions (other than in relation to rights under occupational pension schemes). The above does not apply to the self-employed.

###### Suppliers are advised to form their own view as to the extent of the application of TUPE and the costs associated with this. At the appropriate stage shortlisted suppliers will be asked to confirm their approach to TUPE transfers and how any costs have been addressed in their Tender.

###### To assist in this process, NHS England may publish workforce details obtained from the present provider, to all suppliers. This information will be supplied on the basis that it is treated as strictly confidential; and that the information is not disclosed except to such people within the receiving party’s organisation, and to such extent, as is strictly necessary for the preparation of the offer; and that it is not used for any other purpose.

###### The successful supplier will be required to indemnify NHS England against all possible claims under TUPE.

###### It is a further requirement that the successful supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer.

## Confidentiality

###### All information made available to the Tenderers by NHS England in any form relating to the Contract and the project shall be treated as confidential and shall not be disclosed to any third party without the consent of NHS England.

## Transparency

###### Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, these NHS England Tender documents and the resultant Contract (with appropriate redactions) will be published on the Contracts Finder website:

<https://www.gov.uk/contracts-finder>

###### NHS England is subject to the greater requirements for transparency across Government operations as updated from time to time. You are hereby formally notified that NHS England may be obliged to publish the Contract resulting from this Tendering exercise.

## Freedom of Information

###### The FOIA, EIR, and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to NHS England (together the “Disclosure Obligations”).

###### You should be aware of NHS England’s obligations and responsibilities under the Disclosure Obligations to disclose information held by NHS England. Information provided by you in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by NHS England under the Disclosure Obligations, unless NHS England decides that one of the statutory exemptions under the FOIA or the EIR applies.

###### If you wish to designate information supplied as part of your tender response or otherwise in connection with this tender exercise as confidential, using any template and/or further guidance provided in Appendix 2 to Document 3, you must provide clear and specific detail as to:

* the precise elements which are considered confidential and/or commercially sensitive;
* why you consider an exemption under the FOIA or EIR would apply; and
* the estimated length of time during which the exemption will apply.

### 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 NHS England should not and will not be bound by any such markings.

### In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that NHS England accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to NHS England, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this procurement process and/or submitting your tender response, that all information is provided to NHS England on the basis that it may be disclosed under the Disclosure Obligations if NHS England considers that it is required to do so and/or may be used by NHS England in accordance with the provisions provision of this ITT.

### Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with NHS England’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on NHS England’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.

**Tenderers should not unreasonably mark complete sections as commercially sensitive and even where information is marked as such the Authority may still be under a duty to disclose.**

## Non-collusion and inducements

###### Any supplier which:

* fixes or adjusts its Tender by arrangement with any other person; or
* communicates to any person other than NHS England the details of its Tender; or
* enters into any arrangement with any other person that it will cease to negotiate with NHS England; or
* offers or agrees to pay or give or does pay or give any sum of money, other inducement or consideration, directly or indirectly, to any person in respect of its Tender or the Contract (excluding details communicated to its advisers and payments made in relation to the valid remuneration of its advisers);

will be disqualified from any further involvement in this process, without prejudice to any other civil remedy that may be available to NHS England and any criminal liability that may be incurred.

##  Canvassing

###### Any Tenderer who, in connection with the ITT:

* offers any inducement, fee or reward to any employee of NHS England or any person acting as an advisor for NHS England or in connection with the procurement process; or
* does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
* contacts any employee of NHS England about any aspect of the procurement process,

 except through the agreed communication channel(s) authorised in this document;

will be disqualified from any further involvement in this process, without prejudice to any other civil remedies available to NHS England and without prejudice to any criminal liability which such conduct by a supplier may attract.

## Copyright

###### The copyright in this ITT Pack is vested in NHS England.

###### Tenderers shall not reproduce any of the ITT Pack in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of NHS England, other than for use strictly for the purpose of preparing their Tender in relation to the procurement process. This ITT Pack and any document at any time issued as supplemental to it are and shall remain the property of NHS England and may be used by a Tenderer solely for the purpose of this procurement process and must be returned upon demand.

## Acceptance of Contract

###### By submitting a Tender, Tenderers are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

###### The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by NHS England and NHS England confirming in writing such acceptance to the Tenderer, the Tenderer will execute the Contract prior to contract implementation.

## NHS England’s Employees

###### No employee of NHS England has the authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

##  Publicity

###### Tenderers must obtain the express written approval from NHS England before any disclosures are made to the press or in any other public domain relating to this ITT process or any subsequent contract. No Tenderer will undertake any publicity activities with any part of the media in relation to the project without the prior written agreement of NHS England, including agreement on the format and content of any publicity. NHS England wishes to make it clear that, prior to contract award, no publicity activities of the Tenderer shall be allowed.

## Notification of Award and Standstill

### NHS England will notify successful and unsuccessful Tenderers in accordance with the Regulations. A ten day standstill period will take effect in accordance with the Regulations before NHS England enters into any Contract(s).

## Contract term

### The Authority proposes to enter into Contract(s) for a maximum period of 60 months (5 years) with the successful Tenderer(s).

The initial contract term shall be 36 months (3 years) with the potential for up to 24 months (2 years) in extension periods.

The anticipated service commencement date is 1 June 2021.

**2.18 Payment and Invoicing**

2.18.1 NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include:

• A description of the good/services supplied is included.

• NHS England’s reference number/ Purchase Order number is included.

• It must be addressed to NHS England, X24 Payables K005, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE

# Tender Process

## General

###### These instructions are designed to ensure that all Tenderers are given equal and fair consideration. Please contact NHS England via the messaging service on the e-Tendering system if you have any queries.

###### Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Requirements and contractual obligations.

###### In particular, Tenderers must ensure that they have read and fully understand Document 2 (the Statement of Requirements) prior to committing their commercial offer to NHS England. Requests for Clarifications on any aspect of this ITT can be made by following the instructions in paragraph 3.3.

###### These instructions, with other instructions issued in connection with it, constitute the conditions of the ITT. Participation in the Tender process automatically signals that the Tenderer accepts this.

###### The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abides by the terms of these conditions of the ITT Pack. By submitting a Tender, the Tenderer confirms that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable NHS England policies relevant to the supplies and/or services being supplied.

###### NHS England shall not be committed to any course of action as a result of:

* issuing this ITT or any invitation to participate in this procurement exercise;
* an invitation to submit any response in respect of this procurement exercise;
* communicating with a Tenderer or a Tenderer’s representatives or agents in respect of this procurement exercise; or
* any other communication between the NHS England and any other party.

###### Tenderers shall accept and acknowledge that by issuing this ITT, NHS England shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all of the Requirements for which Tenders are invited.

###### NHS England reserves the right to vary, suspend or cancel the procurement process at any time without explanation. As stated in section 3.4.2, the Authority is not responsible for any costs incurred by Tenderers.

###### Tenderers should be aware that by submitting a response to this Tender they are agreeing that they are capable of performing, as a minimum, the mandatory requirements as detailed within this ITT Pack at Document 2 and Document 5. Failure to comply with one or more mandatory requirements or constraints shall entitle NHS England to reject a Tender in Full**.**

###### Further, the requirements detailed within the ITT Pack and any elements of a successful Tenderers response to these requirements which are additional and not contradictory to the Requirements will form part of the Contract between the Service Provider and NHS England. This covers all mandatory requirements as well as any desirable requirements to which the Tenderer responds.

## Timetable

###### Set out below is the proposed procurement timetable. This is intended as a guide and whilst NHS England does not intend to depart from the timetable it reserves the right to do so at any stage.

|  |  |
| --- | --- |
| **Stage** | **Date/Time** |
| Issue of the ITT to Tenderers  | 29 January 2021 |
| NHS England Webinar: Project OverviewSlides and any clarification questions and responses to be published after the event. | 11 February 2021 Tenderers interested in attending the webinar should post e-mail addresses of maximum 3 representatives via the Portal Correspondence function by 5pm on 10 Feb 21.Registered tenderers will be invited by Microsoft Teams and all participants must be on mute until questions are opened. |
| Deadline for receipt of Tenderer clarifications | 18 February 2021 |
| Target date for final responses to Tenderer clarifications | Intended target date for final responses to clarifications 22 February 2021 |
| Deadline for receipt of Tenders | 1 March 2021 1500hrs |
| Evaluation of Tenders | from 2 March 2021 |
| to 16 March 2021 |
| Tenderer Presentation(s)/Site Visits | WC 15 March |
| Notification of contract award decision pre Standstill | 22 March 2021 |
| "Standstill" period | from 00:01 23 March 2021 |
| to 1 April 23:59 |
| Confirm contract award post Standstill | 6 April 2021 |
| Contract start date | 1 June 2021 |
| Target service commencement date | 1 June 2021 |

## Clarifications relating to this Tender

###### Please read this ITT carefully. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with this section.

###### NHS England will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time.

###### Clarification requests must be submitted via the messaging service on the Authority’s e-Tendering portal.

###### No further requests for clarifications, unless considered by the Authority to be fundamental to the procurement, will be accepted after the query submission Deadline specified in the timetable at paragraph 3.2 ‘Timetable’.

###### In order to ensure equality of treatment of Tenderers, NHS England intends to publish the questions and clarifications raised by Tenderers together with NHS England’s responses (but not the source of the questions) to all participants on a regular basis.

###### Tenderers should indicate if a query is of a commercially sensitive nature – where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if NHS England at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and NHS England’s response, NHS England will:

* invite the Tenderer submitting the query to either declassify the query and allow the query along with NHS England’s response to be circulated to all Tenderers; or
* request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.

###### NHS England reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

## Preparation of Tender

###### Information that is supplied to Tenderers as part of the procurement exercise is supplied in good faith. Tenderers must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Tenderers of such information.

###### Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders, whether before or after the closing date and whether incurred directly by them or their advisers and regardless of whether such costs arise as a consequence directly or indirectly of any amendments made to this ITT by NHS England at any time. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will NHS England, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.

###### For the avoidance of doubt, NHS England shall have no liability whatsoever to Tenderers for the costs of Tendering.

## Submission of Tenders

###### Tenderers must ensure that their Tender covers all the information required by this ITT. A check list of return requirements is set out in paragraph 3.8.

###### Tenderers must complete their Tenders within the Atamis portal set out in the "Supplier Response Form". Failure to do so may render the response non-compliant and it may be rejected.

### In evaluating Tenders, NHS England will only consider information provided in the Supplier Response Form.

### Tenderers should not assume that NHS England has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.

### If there are any questions that do not apply to a Tenderer, please answer with a N/A with an explanation where appropriate.

### Where any section of the ITT indicates a word limit, any response will be reviewed to that word limit and any additional information beyond that word limit will not be considered.

### Tenderers must provide a word count for each question response.

### Tenders must not be qualified in any way. Any attempt to qualify any of the provisions of this ITT including its schedules may result in a Tenderer being disqualified as non-compliant.

### Please see the Technical Questions in the portal respect of word counts applicable to Tender response.

###### NHS England may at its own absolute discretion extend the Deadline for receipt of Tenders specified in the timetable. Any extension to the Deadline granted under this paragraph will apply to all Tenderers.

###### Tenders must be submitted via NHS England’s e-Tendering portal no later than the ITT submission Deadline specified in paragraph 3.2 ‘Timetable’. Tenders may be submitted at any time before the Deadline.

###### Tenders received before this Deadline will be retained unopened until the opening date.

###### Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Tender pricing must be provided excluding Value Added Tax.

###### NHS England does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

###### NHS England requires the following documents to be submitted as a minimum for your Tender to be accepted:

* Completed and signed Form of Tender – Document 3
* The declarations, commercial/pricing schedule and other Appendices to Document 3, each completed as required
* Any other information required by NHS England to be submitted as part of the Tender

###### Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales or marketing literature, standard terms of trading etc.

###### Your tender response is submitted on the basis that you consent to NHS England carrying out all necessary actions to verify the information that you have provided; and the analysis of your tender response being undertaken by one or more third parties commissioned by NHS England for such purposes.

###### A Tender or any other document requested by NHS England may be rejected which:

• contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the tender documentation provided;

• contains hand written amendments which have not been initialled by the authorised signatory;

• does not reflect and confirm full and unconditional compliance with all of the documents issued by NHS England forming part of the ITT;

• 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 or requiring changes to any documents issued NHS England in any way;

• is not submitted in a manner consistent with the provisions set out in this ITT;

• is received after the Deadline.

###### NHS England shall have the right to disqualify you and your tender response from the procurement process at any stage if it becomes aware of any omission or misrepresentation in your response to any question or in the event that there are material changes to a position/information set out in any aspect of your response to the Supplier Information Questionnaire, tender response or other response made following a request by NHS England. For the avoidance of doubt, NHS England may check that there has not been any material changes to the information provided or the positions outlined in your response at any stage and, in the event of any change, NHS England reserves the right to disqualify you based on an assessment of the updated information.

###### NHS England may, at any stage in the procurement process, require you to provide evidence to verify statements made by you in any response to the Supplier Information Questionnaire, tender response or other response made following a request by NHS England and reserves the right to disqualify you where such evidence and verification cannot be provided or is not provided within the timescale specified by NHS England.

## Amendments to Tender documents

###### At any time prior to the Deadline for the receipt of Tenders, NHS England may amend the information provided to, or to be submitted by, Tenderers. In order to give Tenderers reasonable time in which to take the amendment into account in preparing their submissions, NHS England may, at its sole discretion, extend the Deadline for receipt of Tender submissions.

###### NHS England reserves the right to:

* amend the ITT documents or requirements on Tenderers;
* cancel the procurement process at any stage; and/or
* require the Tenderer to clarify its Tender submission in writing and/or provide additional information (See paragraph “Clarifications of ITT questions by Tenderers” for more details).

## Tender validity

###### Tenders shall remain valid for 90 days from the Deadline for Tender submission.

## Tender Return Checklist

### Tenderers must ensure that they have returned the following documents:

* Appendix 5 to Document 2: LDA Collaborative Partners template
* Document 3: Form of Tender
* Appendix 1 to Document 3: Declarations
* Response to Questionnaire 1, Document 5: Supplier Questionnaire Response in Atamis
* Response to Questionnaire 2, Document 6: Technical Questionnaire Response in Atamis
* Response to Questionnaire 3, Document 7: Commercial/pricing schedule, response in bespoke attachment

# Tender Evaluation

## Introduction

###### Tenders will be evaluated according to the methodology set out below to ensure that Tenders are evaluated fairly in ascertaining the most economically advantageous Tender.

## Evaluation of Tenders

###### The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to NHS England, having regard to NHS England’s overall objectives and the criteria set out below.

|  |  |
| --- | --- |
| **Criterion** | **% weighting** |
| Cost | 30% |
| Quality, consisting of response to Technical Questions | 70% |

###### The following evaluation methodology will be used against scoring questions on the Questionnaire:

## Scoring Criteria

| **Score** | **Interpretation** |
| --- | --- |
| **4****Excellent** | The Tenderer’s response provides full confidence that the Tenderer understands and can deliver the Requirements well and addresses all of the requirements set out in the question. The Tenderer's response includes value add elements of benefit to the Requirement. |
| **3****Good** | The Tenderer’s response provides a good level of confidence that the Tenderer understands and can deliver the services and the Tenderer's response addresses all or most of the requirements set out in the question.  |
| **2****Satisfactory** | The Tenderer’s response provides a satisfactory level of confidence that the Tenderer understands and can deliver the services and the Tenderer's response addresses at least some of the requirements set out in the question. However, the response is lacking in some areas. |
| **1****Poor** | There are weaknesses (or inconsistency) in the Tenderer’s understanding of the services and the Tenderer's response fails to address some or all of the requirements set out in the question. |
| **0****Unacceptable** | No response and/or information provided is deemed inadequate to merit a score. |

## Methodology

###### The following evaluation methodology will be used to score Tenders:

###### Stage One - Quality, consisting of response to Technical Questions: Tenderers should note that if they respond “No” to any of the Stage One Quality questions their tender will be disqualified and cease to be evaluated any further. Tenderers who answer “Yes” should use the 250 words to demonstrate how they fulfil the criteria and must score a minimum of 2 out of 4.

###### Where specified, a minimum pass mark (Threshold) applies to the Evaluation Criteria. The Authority shall reject any Tender which does not meet the relevant Threshold in respect of one or more criteria unless no Tenderer achieves these criteria. If no Tenderer achieves the minimum pass mark then NHS England reserves the right to revoke the minimum pass mark and continue with evaluations.

###### Stage Two - Quality, consisting of response to Technical Questions: NHS England will award the Contract to the Tenderer with the highest overall score for Quality and Price.

###### Total Score

Total Score = Quality Weighted Score + Financial Weighted Score

The total score is out of a maximum total of 100.

Quality Weighted Score

The quality weighted score is out of a maximum of 70, established by the evaluation of Tender responses against the award criteria and weightings stated above, applying the following formula:

Quality Weighted Score = Tenderer Quality Score x Quality Weighting

###### Financial Weighted Score

Tender prices will be scored out of a maximum of 30:

On a comparative basis with the lowest Tender receiving 100% of the available marks ([PERCENTAGE]% following weighting). All other Tenders will be compared against that lowest Tender.

The financial weighted score is calculated by using the following formula:

Financial Weighted Score = Lowest price x Financial Weighting

 ----------------------------------------------

 Tenderer price

* + 1. **Rounding:** Once a Tenderer’s Quality Evaluation Score has been calculated it will be rounded to two decimal places. Rounding of scores for the quality assessment will not occur before this point. The Tenderer’s Quality Evaluation Score will be used to calculate the Tenderer’s Weighted Quality Score which will also be rounded to 2 decimal places.
		2. **Rounding:** Tenderers Weighted Commercial Score (for each Lot) will be rounded to 2 decimal places.

## Tender Presentation(s)

Following initial evaluation, the top two ranked compliant Tenders may be invited to attend a Tender Presentation session, the details of which can be found below:

|  |  |
| --- | --- |
| **DATE(S)** | W/C 15 March 2021 |
| **LOCATION** | Via Microsoft Teams |
| **TIMESLOTS AVAILABLE** | TBC following initial evaluation of tenders |
| **REQUIREMENTS REGARDING ATTENDEES** | A maximum of 3 attendees per bidder, one of which must be directly responsible for service delivery and day to day contract management of any resulting agreement. |
| **AGENDA/ FORMAT FOR THE DAY** | 30-minute slot per bidder, during which each should present details of their response to Question 1.Tenderers should use MS PowerPoint to present their response. Tenderers’ PowerPoint presentations should be submitted with their Tender Submission.Tenderers should share via video conferencing and need not send additional copies of their presentations.Scores from the initial evaluation may then be adjusted up or down by a maximum of 1 point only, any supplementary information provided at the interview will not be scored. |

The Authority will confirm with Bidders the timeslot allocated ahead of the interview date.

**Appendix A – Evaluation – Worked Example**

**ITT Technical Questions – Example**

**Total Score out of 70**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Technical Weighting** | **Section** | **Section Weighting** | **Question** | **Question weight** | **Tender X Score**  | **Tender X Weighted Score**  | **Section X Weighted Score** |
| 70.00% | **General** | 30% | **1** | **35** | 2 | 17.50 | 24.00 |
| **2** | **35** | 4 | 35.00 |
| **3** | **10** | 3 | 7.50 |
| **4** | **20** | 4 | 20.00 |
| **Information Governance** | 5% | **5** | **100** | 2 | 50.00 | 2.50 |
| **LeDeR Reports** | 25% | **6** | **100** | 2 | 50.00 | 12.50 |
| **Heath Improvement** | 25% | **7** | **60** | 2 | 30.00 | 10.00 |
| **8** | **40** | 1 | 10.00 |
| **Coproduction** | 15% | **9** | **100** | 3 | 75.00 | 11.25 |
|  | **Tenders Technical Score** | 60.25 |
|  | **Tenders Technical Weighted Score** | 42.18 |