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| **Invitation to Tender for Provision of Strategic Outline Case Report** |

Project Reference Number: SBS10197 - Lot 2: Integrated care, healthcare and community care

Atamis Reference Number: C330580

PART A: INSTRUCTIONS AND INFORMATION

PLEASE SUBMIT YOUR COMPLETED TENDER SUBMISSION – PART B –

IN ACCORDANCE WITH THE INSTRUCTIONS PROVIDED

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 **Invitation to Tender FOR Provision of STRATEGIC OUTLINE CASE REPORT**

1. **IMPORTANT NOTICE**

North Tees & Hartlepool Solution LLP (“Authority”) has issued this Invitation to Tender (“ITT”) to Potential Suppliers who wish to Tender to provide A Strategic Outline Case Report (the “Contract”), their professional advisers and other parties essential to preparing a tender for this Contract (the “Tender”) and for no other purpose.

The Authority has issued this ITT and any other documentation it may send to Potential Suppliers for this Tender process, on the basis that they remain the Authority’s property and Potential Suppliers must treat the contents as confidential. If Potential Suppliers are unable or unwilling to keep to this rule they:

* must destroy this ITT and all associated documents at once; and
* must not retain any electronic or paper copies

Potential Suppliers must not take part in any publicity activities with any part of the media about the Contract or this ITT process without getting the Authority’s written agreement first. This includes the Authority’s agreement on the format and content of any publicity.

This ITT is made available in good faith. The Authority gives no warranty as to the accuracy or completeness of the information contained in it. The Authority also disclaims any liability for any inaccuracy or incompleteness.

The Authority reserves the right to cancel the Tender process at any point. The Authority is not liable for any costs resulting from any cancellation of this tender process or for any other costs that Potential Suppliers may incur by tendering for this Contract.

Potential Suppliers will be deemed to fully understand the processes that the Authority must follow under relevant European and UK legislation, particularly The Public Contracts Regulations 2015 (“The Regulations”).

1. **SUMMARY INSTRUCTIONS AND DETAILS OF CONTRACT**

|  |  |
| --- | --- |
| **Item** | **Contract details** |
| Project Reference Number | **SBS10197 - Lot 2: Integrated care, healthcare and community care – via the SBS Framework Agreement** |
| Atamis Reference Number | **xxxxx** |
| Contract description | North Tees And Hartlepool NHS Foundation Authority is inviting responses from Potential Suppliers to tender for the provision of Strategic Outline Case Report |
| Insurance requirements | Public liability - a minimum of £5 million cover on an each and every claim basisEmployers liability – a minimum of £10 million cover on an each and every claim basisProduct liability – a minimum £5 million cover on an each and every claim basis |
| Procurement Method | SBS Framework - SBS10197 - Lot 2: Integrated care, healthcare and community care |
| Period of Contract | One off Requirement  |
| Procuring officer | The Officer responsible for the procurement is Sepi Key – Procurement Officer. |
| Queries or Clarifications: | All queries must be raised before **12 noon on 24th January 2025** through the messaging section within Atamis e-procurement portal. |
| Submission instructions | Electronically via the e-tender system.Suppliers must submit one copy of their tender electronically, with any additional documents required or requested. Documents must be compatible with Microsoft Office or Adobe/PDFPlease refer to supplier guidance at <https://health-family.force.com/s/Welcome> |
| Date/time for Tender return: | **Before 12 noon on 28th January 2025** |

1. **PROCUREMENT TIMETABLE**

This timetable is provided for the benefit of Potential Suppliers. The key dates for this procurement are currently anticipated to be as follows:

| **Stage/Activity** | **Indicative Date** |
| --- | --- |
| Issue of Invitation to Tender | **14th January 2025** |
| Deadline for submission of Tenders (“Tender Submission Deadline”) | **28th January 2025 (12 noon)** |
| Evaluation of Tenders | **30th January 2025**  |
| Confirm Contract award  | **3rd February 2025** |
| Estimated service “Commencement Date”  | **3rd February 2025** |

Please note timetable is indicative only; the Authority reserves the right to change it at its discretion.

Any changes to the procurement timetable shall be notified to all suppliers as soon as practicable.

1. STRUCTURE OF ITT

This ITT is divided into two main Parts.

**Part A** is this “Instructions and Information” and contains general information and background about this opportunity and the Authority. It also describes the procurement process being conducted by the Authority, the Tender submission requirements and the terms of the proposed Contract Agreement.

Please read this entire document before completing your response

Note: Part A does not need to be returned to the Authority.

**Part B** comprises the Tender Documents to be completed and returned by Potential Suppliers who wish to pursue this opportunity. The Tender documents are divided into six (6) sections called “Schedules”. Schedule 1 contains the Tender Specification Requirements, Schedule 2 contains the Tender Response which includes the Standard Selection Questionnaire (“SQ”), Schedule 3 contains the commercial pricing (your “Offer”), Schedule 4 contains the proposed Contract terms and conditions (the “Agreement”), and Schedules 5 - 6 the Form of Tender and the Tendering Certificates (the “Certificates”).

Potential Suppliers are required to complete the SQ and submit a Tender Response together with the Certificates each in the form and order set out and with the content described in Part B of this ITT. The combined submission will constitute the Tender.

1. Next Steps for Bidders

Bidders wishing to be considered for selection as the Preferred Supplier for North Tees and Hartlepool Solutions LLP must submit Tenders in accordance with the instructions set out in this ITT Part A.

Bids must be received via the Atamis e-sourcing portal, no later than the Tender Submission Deadline. The Authority reserves the right not to consider any Bid received after this Deadline.

1. Glossary of Terms

In this ITT, the following key terms, which are used throughout this ITT, are to be defined as indicated below:

|  |  |
| --- | --- |
| "Authority" | means North Tees and Hartlepool Solutions LLP. |
|  “Bidder” or “Potential Supplier | means a party submitting a Tender Proposal to this ITT. |
| “Contract” | means the contractual agreement to be entered into between the Authority and the Preferred Supplier. |
| “Contract Award” | means the notification to a Preferred Supplier that its Tender submission has been accepted. |
| “e-Sourcing Portal” | means the online tender management system which is being used by North Tees and Hartlepool Solutions LLP for this Procurement which can be found at: <https://www.cardea.nhs.uk/cardea> |
| “ITT” or “Invitation to Tender” | includes the documents listed in the table of contents of the ITT Part A and Part B and any modifications thereof or additions thereto incorporated by addenda before the close of the ITT. |
| “Must”, “mandatory” or “required” | means a requirement that must be met in order for a Proposal to receive consideration. |
| “Premises” | shall mean building(s) or part of a building with its structure. |
| “Procuring Officer” or “Procurement Officer” | means the Contacting Authorities’ representative responsible for this ITT. |
| “Procurement” | means the process used to establish a Contract that facilitates the provision contained within this ITT. |
| "Proposal" | shall mean the Bidder's submission to the ITT. |
| “Preferred Supplier” | means the Supplier who is successful following the evaluation of tender responses. |
| “Regulations” | means the Public Contracts Regulations 2015 (as amended from time to time) |
| “Specification” | means the specifications which are included in the ITT. |
| “Sub-contractor” | includes, a person, organisation or corporation having a contract with the Successful Supplier for the execution of a part or parts, or furnishing to the Successful Supplier services called for in the ITT. |
| “Supplier” | means the Bidder or Potential Supplier. |
| “Potential Supplier” or “Bidder” | means a party submitting a Tender Proposal to this ITT. |
| “Tender Clarifications Deadline” | means the time and date set out in Procurement Timetable for the latest submission of clarification questions. |
| “Tender Submission Deadline” | means the time and date set out in the Procurement Timetable for the latest uploading of Tenders. |
| “Tender” | means the Potential Bidder’s formal offer submitted to the Authority in response to the Invitation to Tender. |

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**PART B: Response Document**

Part B is the tender submission document and should be completed in full and returned in advance of the deadline, in accordance with the instructions given (see section 5 above for instructions for completing and submitting a tender).

# client overview



## North Tees and Hartlepool NHS Foundation Trust was formed when North Tees Health NHS Trust and Hartlepool and East Durham NHS Trust merged on 1 April 1999 and was authorised as a NHS Foundation Trust in December 2007.

## The Trust has two acute hospitals:

### The University Hospital of Hartlepool

### The University Hospital of North Tees in Stockton-On-Tees

## The Trust provides a wide range of health and healthcare services across and beyond our catchment area and has been providing care for patients in the community since 2008.

## These services are provided in a number of community facilities across the areas supported, including Peterlee Community Hospital and the One Life Centre Hartlepool, which was the first of the integrated care centres to be created under the *Momentum: pathways to healthcare* programme. This programme is transforming the shape of health services in our area by providing care in clinics, sports centres, children’s centres, schools and in people’s homes. The combining of acute and community services has been a model, which has proved very successful in streamlining care for patients and working with primary care colleagues and GP practices. Community and acute palliative services are co-located, which facilitates the provision of a more cohesive care pathway for patients and their families. Other specialist services, such as the heart failure and community respiratory teams, are working more closely with acute care staff to improve patient care. Community-staff have seen benefits in having the resources of a successful acute NHS Foundation Trust to support their work.

## The Trust’s Breast Screening services cover Teesside (the local authority areas of Hartlepool, Stockton-On-Tees, Middlesbrough and Redcar and Cleveland), South Durham and parts of North Yorkshire. It is the referral centre for bowel screening for Teesside, South Durham and North Yorkshire and the laboratory test centre for the Cervical Screening programme. Community musculoskeletal services and community dental services for the whole of Teesside are also provided. Patients from a wider catchment area can, and do, choose to use the Trust’s services. The leading-edge spinal services at the University Hospital of North Tees attract patients from other parts of the country.

## The Trust continues to provide a diverse range of services from the two hospital sites, and a range of community services which are delivered from community clinics and through integrated intermediate care services in partnership with social care to people in their own homes.

## In May 2014 the Department of Health published an NHS eProcurement strategy; compliance with this was mandated as a requirement of the NHS Standard Contract and so NHS Terms and Conditions for the Supply of Goods and the Provision of Services have been amended to include a requirement on suppliers to place master product and price data in a GS1 GDSN certified data pool.

1.8 In 2024, Two Teesside hospital trusts have revealed a new identity to show when they are officially working in partnership for the benefit of the Tees Valley and beyond.

North Tees and Hartlepool NHS Foundation Trust and South Tees Hospitals NHS Foundation Trust have worked together for many years to ensure the best care for local patients and this relationship was formalised earlier this year with the creation of the region’s first hospital group.

While both trusts remain as separate organisations – keeping their own existing identities – going forward they will collectively be known as University Hospitals Tees.

North Tees and Hartlepool NHS Foundation Trust (the ‘Trust’) is a large Healthcare employer in the North East, with over 5,000 staff working at two hospitals located within Hartlepool and Stockton and a Community based Hospital in Peterlee. North Tees and Hartlepool NHS Foundation Trust serves a population of over 400,000 people and has an annual budget of £260 million. The Trust manages two general hospitals, the University Hospital of Hartlepool, the University Hospital of North Tees, and Peterlee Community Hospital. The Trust also runs a number of community based services within the North East.

North Tees & Hartlepool NHS Foundation Trust have a requirement for Consulting Services in relation to the Strategic Outline Case (SOC) development for the Trust, specifically To Develop a strategic paper to support investment at University Hospital of Hartlepool in this instance.

# Procurement Introduction

On the 1st March, 2018, Procurement and Supply and Estates and Facilities from North Tees and Hartlepool NHS Foundation Trust to North Tees and Hartlepool Solutions LLP.

This Transformational change to a wholly owned subsidiary company or vertically integrated opportunity is legally binding through case law (C-107/98) judgement of Teckal; the ECJ (European Court of Justice) established an exemption from Public Procurement for award of contracts. North Tees and Hartlepool Solutions LLP, the Subsidiary Company, will legally exist as the CA Contracting Authority. This exemption also forms part of the PCR Public Contract Regulations 2015, Regulation 12.

Orders, Contracts including Terms and Conditions will be delivered and facilitated by and legally be the responsibility North Tees and Hartlepool Solutions LLP and will become responsible for the obligations and liabilities of the contract.

North Tees and Hartlepool Solutions LLP, a company registered in England and Wales.

Registration Number OC419412

Registered office Osmotherly House

 University Hospital North Tees, Hardwick

 Stockton on Tees

 TS19 8PE.

# BACKGROUND INFORMATION

## This ITT relates to the procurement to award a contract to provide: A Strategic Outline Case Report

## The process to secure A Strategic Outline Report will be to hold a tender competition in accordance with the Public Contracts Regulations 2015 using the Under Threshold Tender Procedure.

## The Contract Agreement will be for an initial **12** month period, one off requirement.

## This contract is not being split into lots as the scope of the service is fully integrated to a single provider

## This Contract is being offered under NHS standard Terms and Conditions for Services agreement, which will govern any resultant Contract.

## This ITT contains the information and instructions the Potential Supplier needs to submit a Tender.

## Further details of the Authority’s requirements under the Contract and other relevant information are given in the Specification document detailed at Part B Response Document – Schedule 1.

## If Potential Suppliers have any questions or need any clarification, please contact the Procuring Officer responsible for this procurement: Sepi Key via the messaging function within the Atamis e-procurement portal.

## Any queries must be raised through the messaging section within Atamis e-procurement portal <https://health-family.force.com/s/Welcome> (refer to paragraph 8 below for further details).

## Other than the person or people identified in paragraph 3.8 above, no employee of the LLP or member of the Trust has the authority to give any information or make any representation (express or implied) about this ITT or any other matter relating to the Contract.

## The Authority reserves the right to issue extra documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. Any extra documentation that the Authority may issue will form part of the ITT. Also, it will add to and/or supersede any part of the ITT to the extent indicated.

## Potential Suppliers must obtain at their own expense all the information that they need for the preparation of their Tender.

## Under the Contract Potential Suppliers must adhere to the all policies referenced within the tender documents. Potential Suppliers are advised to satisfy themselves that they understand all of the rules of the Contract before submitting their Tender.

## The Tender must be received in line with the relevant instructions no later than the time and date indicated in the procurement timetable.

## The Authority reserves the right to make no award at all in response to this ITT and/or to cancel the Tender process at any point.

##

# TENDER SUBMISSION REQUIREMENTS

## Only one Tender is allowed from each Potential Supplier. If a Potential Supplier submits more than one Tender; the Authority will evaluate the one with the latest time of submission and disregard the other(s).

## Responses to this ITT will be evaluated in line with the selection and award criteria.

## Tender submissions should answer all questions and requirements as accurately as possible in accordance to the guidance provided in this ITT.

## Your tender response should describe clearly and concisely how you would fulfil the requirements laid out in the ITT Specification (Schedule 1 of Part B Response Document), paying close attention to the following points:

### Responses must be presented using Arial font size 12 (English Language and black typeface) this includes instances where information may be tabulated as part of the response.

### Responses must not exceed the pre-set margins.

### If additional attachments are NOT requested, please do not attach as they **will not be considered** as part of your tender response and will not count towards the score awarded for any element.

### Where a question requires the upload of a document then the document must be completed in the format specified within the question and all attachments should bear company name. Documents submitted in any other format will not be accepted.

## For each quality assessment question, please ensure that no more material is provided than is required to answer the question. In particular, please avoid the following:

### Additional information outside the scope of the question;

### Cross-referencing your answers from one response to another, even where there is commonality;

### details about your organisation that have not been requested and do not add clarity to the response, including publicity material of any kind, including, but not limited to, brochures or web references;

### use of all acronyms or abbreviations, if used, these must be fully explained; or

## Only information entered into the appropriate answer boxes or in additional documents supplied as requests will be taken into consideration for the purposes of evaluating the tender. Tenders should be completed using standard software e.g. Microsoft Word, Excel or PDF.

## Where possible, Potential Suppliers should utilise file compression software when submitting their Tender.

## Failure to furnish the required information, make a satisfactory response to any question, or supply documentation referred to in responses, within the specified timescale, may mean that a tender submission will not be successful.

## Potential Suppliers shall not change the format of the tender document and must complete all sections of Part B Tender Response where appropriate to the stage of the tender, without modifying the forms, questions or format of the questions. Non-compliance with this requirement may lead to rejection of the Potential Supplier from the tender process.

## The Tender (including price) should remain valid for a minimum period of 120 days from the submission deadline date.

## All submitted prices MUST be submitted in British Pound Sterling (GBP) and MUST exclude VAT.

## All prices are to be set-fixed for the initial period of the Contract.

## The Supplier will have the ability to propose to vary the price, by giving the Authority not less than 28 days written notice in advance of such variation effective at the end of the initial period providing that:

### Such variation shall not exceed the Consumer Price Index (CPI) or Retail Price Index (RPI) for all items, whichever is the lower, at the time of the increase and should not preclude the possibility of the any reductions in charges; and

### Any notice of variation under this clause will be limited to one request in any twelve (12) month period increases.

### Additional information in reference to CPI guidance is provided below: <https://www.ons.gov.uk/economy/inflationandpriceindices>

## Your full registered business name and main office address must be given on all documents.

## Any signatures must be made by the Authorised Representative who is authorised to commit the Potential Supplier to the Contract.

## If Potential Suppliers believe that they are unable to submit a Tender through the electronic system, or, if Potential Suppliers need help or further information to be able to use the e-Tendering portal, they must contact the Procuring Officer no later than six calendar days before the submission date for the Tender. This is to allow for any technical queries to be investigated and resolved.

# EVALUATION CRITERA – Standard selection QUESTIONNAIRE (“SQ”)

##

## Your tender response will be evaluated as set out below.

## The Authority will check each Tender submission initially for compliance with all requirements of the ITT.

## The Tender evaluation will be based upon two stages. Stage 1 will assess responses to the SQ (Schedule 2, Section A, of Part B Tender Response) on a pass/fail basis in accordance with the requirements of this ITT. Where a Tender Response is rejected at this point it will automatically be disqualified and will not be further evaluated. Only those Tenders that meet the minimum standards required to carry out this Contract will proceed to Stage 2 and evaluated in accordance with the evaluation methodology as detailed in the Award Criteria set out in section 5.

## The selection criteria will be based upon the scoring criteria identified in 5.5 below, and will be assessed as either ‘Pass’ or ‘Fail’. SQ scoring will be as detailed in paragraph 4.5, for further guidance please refer to the individual questions within the response document

##

## Responses to the SQ questions will be evaluated in accordance with the Scoring Method as detailed below:

|  |
| --- |
| **Scoring Method** |
| **Information Only**  | * The data provided is for information only and will not be scored / assessed but if the information requested is not provided the tender response will be judged to be non-compliant unless there is an acceptable reason for its omission.
 |
| **Pass** | * The information / evidence has been assessed and judged to be acceptable.
 |
| **Fail** | * No information / evidence has been provided.
* The standard of the information / evidence provided is unacceptable.
* The information / evidence has been assessed and does not comply with the minimum acceptable standard.
 |
| **Section** | **Scoring** | **Requirements** |
| **1** | **Potential supplier Information** 1.1 Potential supplier information 1.2 Bidding model 1.3 Contact detail and declaration | **Information Only** | The data provided is for information only and will not be scored or assessed; however if the information requested is not provided your bid will be judged to be non-compliant unless there is an acceptable reason for its omission. |
| **2** | **Grounds for mandatory exclusion** | **Pass / Fail**  | The Authority will exclude from the procurement process any supplier where there is evidence of conviction relating to the criminal offence detailed in section (in accordance with the criteria set out in the Regulations. |
| **3** | **Grounds For Discretionary Rejection**  | **Pass / Fail**  | The Authority may exclude from the procurement process any supplier who answers ‘Yes’ in any of the situations set out in section 3 (in accordance with the criteria set out in the Regulations.  |
| **4** | **Economic and Financial Standing**  | **Pass / Fail**  | An assessment of the information / evidence provided will be used to ensure organisations have sufficient financial capacity to perform the contract**Minimum financial threshold for the total duration of the Contract Period (inc extensions)**: Your annual turnover, as calculated against the latest years accounts submitted, should be a minimum of twice the estimated annual contract value. |
| **5** | **Wider Group financial information** | **Pass / Fail**  | Wider group accounts and commitments to provide guarantees may be taken in to account in the event that the applying organisation does not have sufficient financial standing following the financial assessment.  |
| **6** | **Technical and Professional Ability** | **Pass / Fail**  | The decision to Pass / Fail this section is based on an assessment of the information and references provided.Please note: the Authority reserves the right to take up the references named and further inspection of current contracts may also be made to resolve any questions about technical efficiency, quality, service levels and reliability. |
| **7** | **Modern Slavery Act 2015** | **Pass / Fail**  | The Authority must be satisfied that you are complaint with the requirements of the Modern Slavery Act 2015 (if applicable to your organisation) |
| **8.1** | **Insurance**  | **Pass / Fail**  | You must confirm that required insurance levels would be in place and certificates provided prior to the contract award. |
| **8.2** | **Skill and Apprentices** | **<Pass / Fail** **Not applicable to this contract>** | You must confirm that you support apprenticeships and skills development though this contract. |
| **8.3** | **Steel** | **<Pass / Fail** **Not applicable to this contract**> | [The Authority must be satisfied of robust supply chain management, including a high level of competency of members involved in steel supply or production to ensure a sustainable and safe supply of steel: and that all contractors and key sub-contractors are compliant with the relevant health and safety and employment legislation.]<Use only in infrastructure, construction and major procurement projects over £10 million, with a significant steel component> |
| **8.4** | **Supplier Past Performance** | **Not applicable to this contract** |  |
| **8.5** | **Equality and Diversity** | **Pass / Fail**  | [You must confirm that you comply with all applicable legislation and declare any findings made against your organisation in the last three years. If findings have been made or complaints have been upheld you must have demonstrated to the Authority’s satisfaction that appropriate remedial action has been taken to prevent reoccurrence.][Where you use sub-contractors, you must confirm that processes are in place to check whether any of the above circumstances apply to these other organisations.] |
| **8.6** | **Health and Safety** | **Pass / Fail**  | [You must confirm that you comply with the applicable Health and Safety legislation and identify if the organisation, Directors of Executive Officer, have been in receipt of enforcement/remedial orders in the last three years. If the organisation or any of its Directors or Executive Officers have been in receipt of enforcement/remedial action orders you must have demonstrated to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.]  |
| **8.7** | **Data Protection** | **<Pass / Fail**  | [You must provide a valid UK Data Protection Registration Number or suitable equivalentThe Authority must be satisfied that appropriate Data Protection and Security arrangements are in place, for the processing of personal and/or sensitive personal data. You must confirm that you comply with the applicable Data Protection legislation and declare any data breaches in the last two years. If any findings have been made or complaints have been upheld you must have demonstrated to the Authority’s satisfaction that appropriate remedial action has been taken to prevent reoccurrence.] |
| **8.8** | **Social Value** | See Section 6  | Social value question is in Section 6  |
| **8.9** | **Safeguarding**  | **Pass / Fail**  | The Authority must be satisfied that appropriate safeguarding and security policies and measures are in place. |
| **8.10** | **Environmental Management** | **Pass / Fail**  | You must declare if you have been convicted of breeching environmental legislation, or had any notice served by the environmental regulator or authority (including a local authority) in the last three years. If notices have been served you must have demonstrated to the Authority’s satisfaction that appropriate remedial action has been taken to prevent future occurrences or breaches.Where you use sub-contractors, you must confirm that processes are in place to check whether any of the above circumstances apply to these other organisations. |
| **8.11** | **TUPE** | **Pass / Fail** Not applicable to this contract> | [The Authority must be satisfied that appropriate business continuity arrangements are in place and that you confirm that you comply with all applicable legislation]  |
| **8.12** | **Licencing and Registration** | **Pass / Fail**  | You must confirm that you are registered with and/or authorised by the ISO27001 Information Security or equivalent and will provide evidence upon request. |
| **8.13** | **NHS Procurement Data Standards** | **Pass / Fail**  | The Authority must be satisfied that comply with GS1 standards though this contract. |
|  Note: Applicants will fail on incomplete responses and / or do not pass scoring requirements. For further guidance please refer to the individual questions within the response document |

## **European Single Procurement Document (ESPD)**

## If a bidding organisation wishes to submit a completed ESPD at this stage of the procedure it is the bidding organisation’s responsibility to compare their ESPD with the requirements of this ITT, and to supply any additional information, required by the Authority, but not contained in the ESPD. Failure to do this could lead to the bidding organisation being disqualified.

# Tender evaluation - AWARD CRITERIA

##

## Responses from Potential Suppliers progressing to Stage 2 will be assessed to determine the most economically advantages tender using the following criteria and weightings:-

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| Price (whole life cost) | 30**%** |
| Non-Price (Quality & Social Value) | 70**%** |

## The Scoring Methodology for each of the above Criteria and their sub-criteria, (where relevant) will be as follows:

|  |  |
| --- | --- |
| Criteria |  |

|  |  |  |
| --- | --- | --- |
| **QUESTION 1**: | Provide evidence of experience of working on £250m+ business cases inside and outside of NHP within the last 3 years **(2000 words limit)** | **PASS/FAIL** |
| **QUESTION 2**: | Compliance with NHS Terms & Conditions  | **PASS/FAIL** |
| **QUESTION 3**: | Provide evidence of experience securing approvals at all stages of the business case process (500 words limit). | **PASS/FAIL** |
| **QUESTION 4**: | Provide evidence of experience working with NHS Group or similar models **(500 words limit** | **PASS/FAIL** |
| **QUESTION 5:** | Provide 2 reference organisations where your organisation has successfully completed similar projects. Please provide contact names, e-mail addresses and contact phone numbers for each reference. (1 page A4 limit). | **PASS/FAIL** |
| **QUESTION 6:** | Social Value - Demonstrate how your company promotes and discharges its social value responsibilities. **(500 word limit).** | **10%** |
| **QUESTION 7:** | Service Delivery - Provide a programme to complete the scope of the works and highlight key milestones including Project commencement 31st January 2025 and first draft of Strategic Outline Case by 30th April 2025. (programme with 100 word narrative limit). (The project is time critical and no slippage is allowable against this programme). | **15%** |
| **QUESTION 8:** | Service Delivery - Demonstrate how you will engage with the various structures (Trusts/Groups/other stakeholders) to deliver this work. **(1000 word limit).** | **20%** |
| **QUESTION 9:** | Service Delivery - Identify key risks to programme delivery and how these can be effectively mitigated against **(500 word limit).** | **5%** |
| **QUESTION 10:** | Service Delivery - Provide an organogram of the named team members that will fill the respective roles to successfully deliver the SOC and provide clarity on the roles they will carry out. Provide a 1 page CV for each individual detailing relevant qualifications and experience to fill the role. **(8 pages A4 limit).** | **20%** |

## **Price (whole life costs) Evaluation**

### Tender prices will be scored on a comparative basis. The Authority will give the lowest compliant tender (excluding any Tenders that the Authority rejects as being abnormally low or non-compliant) **100**% of the available marks (40% following weighting). All other Tenders will be compared against that lowest Tender using the formula:

(100-%greater than lowest price) x max score/100

## **Non-Price (Quality & Social Value) Evaluation**

### Responses will be evaluated and scored on a scale of 0-10 using the methodology outlined in paragraph 6.4.2.

### Scoring Methodology for responses to Quality questions will be awarded in accordance with the below Scoring Matrix:

|  |  |
| --- | --- |
| **Score** | **Performance** |
| 10 | Fully comprehensive and appropriate response |
| 8 | Response of a high standard with a highly appropriate understanding of the question |
| 6 | Response illustrates a good understanding of the matter in question. Would benefit from further detail |
| 4 | Response illustrates a basic understanding of the matter in question but lacks detail |
| 2 | Very limited response lacking in appropriate detail |
| 0 | No response submitted or response not relevant |

### The score will be divided by the total score available (10). The total sum in each section will then be multiplied by the weighted criteria to create a total score.

## The score obtained by each tender submission’s for **Price** and **Non-Price (Quality & Social Value)** will be added to result in a total score achieved.

## The final weighted overall score obtained by each Potential Supplier for price and quality questions will be added to achieve the bidder's overall Final Evaluation Score. Bidders will be ranked in respect of their evaluation score from highest to lowest.

## Where the pricing of a Tender is abnormally low the Authority reserves the right to reject the Tender as non-compliant and reject it in accordance with the requirements for further investigation under Regulation 69 of the Regulations.

## The Authority is not bound to accept the lowest or any tender. The Authority also reserve the right to accept the whole or any part of any Tender submitted.

# INFORMATION REQUIRED FROM POTENTIAL SUPPLIERS

## Potential Suppliers must complete “Schedule 2 - Tender Response Document Part A –Standard Selection Questionnaire”.

## Potential Suppliers must complete “Schedule 2 - Tender Response Document Part B - Award Questions”.

## Potential Suppliers must complete “Schedule 3 -– Commercial Schedule”.

## Potential Suppliers must complete “Schedule 4 – Form of Tender”.

## Potential Suppliers must complete “Schedule 5 – Certificate of non-collusion and non-canvassing”.

# REFERENCES

## The Authority reserves the right to seek references from any of the Potential Supplier’s customers, including the Authority, whether or not the Potential Supplier has listed such customers as referees.

# CLARIFICATIONS, site visits and interviews

## All enquiries arising from this opportunity should be submitted using the correspondence facility of the Atamis Tendering portal.

## All questions should be submitted via this method in the first instance. All responses to questions will also be sent using this method, with circulation to all Potential Suppliers when appropriate.

## To ensure that all bidders have equal access to information regarding this procurement, The Authority will publish all its responses to questions raised by bidders on an anonymous basis.

## The Authority will not enter into exclusive discussions regarding the requirements of this procurement with bidders.

## If a Potential Supplier wishes the Authority to treat a clarification as confidential and not issue the response to all bidders, it must state this when submitting the clarification question. If, in the opinion of the Authority, the clarification is not confidential, The Authority will inform the bidder and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all bidders.

## Any clarifications in respect of the Conditions of Contract or any specific issue related to our Conditions of Contract must be raised as a clarification during the pre-deadline submission clarification period. Any amendments to our Conditions of Contract which have not been agreed as part of the pre-deadline clarification process will make the submission non-compliant.

## The Authority reserves the right to seek clarification from any or all of the Potential Suppliers during the evaluation period. This may be in writing or by means of a clarification meeting. This is to help the Authority to consider the Tenders.

## The Authority reserves the right to site visits and/or interviews as it considers appropriate both before and after the tender submission deadline to help in our Tendering process. The Authority will notify Potential Suppliers of this in due course.

# TIE BREAK PROCESS

10.1. Potential Suppliers achieving the same highest total score following evaluation of tenders will be asked a further question in order to make an award decision.

10.2. Potential Suppliers will be sent the question via Atamis and given 1 working day to respond.

10.3. Note that the use of one tie-breaker may not be sufficient to clearly identify the winner and so, in the event that the first tie-breaker does not produce a result which differentiates the Potential Suppliers who have the same score, a second tie-breakers will be used.

10.4. If at any step this produces a clear result, which differentiates the bidders who have the same score, the process will be terminated. If a winner is identified at any step they will be appointed as the chosen Supplier.

10.5. The Tie-Break question will be scored in accordance with the scoring methodology as stated in paragraph 5.5.2.

# Contract Award

## Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained, no Contract will be entered into.

## Once the Authority has reached a decision in respect of a Contract award, it will notify all bidders of that decision.

# CONTRACT DOCUMENTS

## The following documents shall form part of the Contract between the Authority and the successful Supplier which shall be legally binding on both parties:

### The Contract for the supply of Services. (Attached as Appendix B)

### The Specification document (as issued as part of this ITT)

### The Tender Response Document (as completed by the successful Supplier)

## The Contract will be subject to English law and the exclusive jurisdiction of the English courts.

## The Authority is bound by procurement rules and cannot enter into any negotiations on the Tender or Contract.

## By submitting a Tender Response, Potential Suppliers are agreeing to be bound by the terms of this ITT and the Contract Terms and Conditions (see attached Appendix B) without further negotiation or amendment, and sign all the declarations as requested in the Tender Response Document accordingly.

# FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORmaTION STATEMENT

## This ITT is made available on condition that its contents (including the fact that the Potential Supplier has received this Invitation to Tender) is kept confidential by the Potential Supplier and is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a tender.

## As a public body, the Authority is subject to the provisions of to the Freedom of Information Act 2000 (Act) and The Environmental Information Regulations 2004 (EIR) in respect of information it holds (including third-party information). Any member of the public or other interested party may make a request for information.

## The Authority shall treat all Tender responses as confidential during the procurement process. Requests for information received following the procurement process shall be considered on a case-by-case basis, applying the principles of the FOIA.

## The Authority must make decisions on disclosure in line with the provisions of the Act or the EIR.

## The Authority will not be held liable for any loss or prejudice caused by the disclosure of information that:

### Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

### Where it is in the public interest to disclose this and there is no legal duty to withhold it.

## Potential Suppliers should be aware that, in compliance with its transparency obligations, the Authority may publish details of its Contract(s), including the Contract values and the identities of its suppliers on its website.

## More information is available on [www.ico.org.uk](http://www.ico.org.uk)

# PUBLICITY

## No publicity regarding the Services or the award of any Contract will be permitted unless and until the Authority has given express written consent to the relevant 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.

# non-Collusive and non-canvassing Tendering

## The Authority reserves the right at its own choice and without consulting the Potential Supplier either to reject the tender or to treat the tenderer as having agreed, by submitting the tender, to bind themselves to the Certification of Non-Collusion and Non-Canvassing (Schedule 5) as though they had completed it. Potential Suppliers should also note that the Authority will regard the lodging of a false statement of non-collusion Collusive as grounds justifying immediate rejection of the tender without further reference to the Potential Supplier or for immediate termination of the Contract if the Potential Supplier has been successful.

## Potential Suppliers must also confirm that they have not and will not canvass any member, officer, employee, agent or advisor of the Authority.

# CONDUCT AND CONFLICTS OF INTEREST

## Any attempt by Potential Suppliers or their advisors to influence the Contract award process in any way may result in the Potential Supplier being disqualified. Specifically, Potential Suppliers shall not directly or indirectly at any time:

### 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.

### 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 to any person to effect changes to the form or content of any other Tender.

### Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.

### Canvass the Authority or any employees or agents of the Authority in relation to this procurement.

### Attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Potential Supplier or Tender.

## Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisors. Any Bidder who fails to comply with this requirement may be disqualified from the procurement at the discretion of the Authority.

## Potential Suppliers will not offer entertainment, gifts, gratuities, discounts, or special services, regardless of value, to any employee of the Authority. All Potential Suppliers must report to the Head of Procurement of the Authority any attempt by Authority employees to obtain such favours.

# BID COST

## The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with, or participating in, this procurement, including if the procurement process is terminated or amended by the Authority.

# WARNINGS AND DISCLAIMERS

## While the information contained in this ITT is believed to be correct at the time of issue, the Authority shall not 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 appendices) 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.

## If a Potential Supplier proposes to enter into an Agreement with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Agreement(s) as and when finally executed, subject to the limitations and restrictions specified in it.

## 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) to enter into a contractual arrangement.

## Potential Suppliers should satisfy themselves as to the suitability of the proposed services prior to tender submission.

## No legal relations will be formed until a Contract is award by the Authority to the chosen supplier, at which time a formal Contract will be entered into between the Authority and the chosen supplier.

## Under the Contract the Authority will require compliance with its policies. Potential Suppliers are advised to satisfy themselves that they understand all the requirements of the Authority before submitting their tender.