**Invitation to Tender**

Document 3. Instructions for Bidders

For Preventing Young People from Escalating into EWMH Crisis

On behalf of Lancashire and South Cumbria STP

Reference L-17-22

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# NHS Midlands and Lancashire Commissioning Support Unit

## About Us

We understand, as potential suppliers to our customers, you want to make a difference - for both patients and services to develop an all-round healthier community.

NHS Midlands and Lancashire Commissioning Support Unit (MLCSU) will help you to collaborate with our customers and help them achieve their goals and deliver the healthcare support they are looking for.

Our customers, including clinical commissioning groups (CCGs), hospital trusts, local authorities and other public-sector organisations trust us to work with them to make important things happen. Whether that’s really strong operational support, such as payroll and contract management or strategic data analysis, thinking and shaping, for example in service change – we’re ready to help you meet today’s transformational challenges. Take a look at our varied range of [products](http://midlandsandlancashirecsu.nhs.uk/products-services/products) and [services.](http://midlandsandlancashirecsu.nhs.uk/products-services/services)

We are an organisation with a unique geographical reach and experience in serving diverse urban and rural populations and facing a range of commissioning challenges.

As one of England’s biggest commissioning support units, we are the product of Staffordshire and Lancashire, and Central Midlands CSUs. We have retained all of our customers and grown our business consistently since inception in April 2013. We provide end-to-end commissioning support services to 50 CCGs, covering a 12.3 million population with a total commissioning budget of £13.5 billion. Other customers include:

* 4 NHS England regions
* NHS England national team
* 83 other NHS customers
* 14 other public sector customers

## Our Procurement ambition

Our procurement objectives focus on:

* Stimulation of the provider market to provide competition to meet demand and secure required clinical, health and well-being outcomes.
* Applying procurement skills, expertise, processes and methodologies that ensure robust, viable and value for money contracts.
* Ensuring procurement processes are effective, transparent and equitable.
* Continuously reviewing existing contracts, for both clinical and non-clinical services, to ensure that they deliver in accordance with key performance indicators and offer maximum value for money and demonstrate continuous improvement in the quality and range of services on offer.
* Working with other CCGs to ensure that buying power and economies of scale are maximised through shared procurement processes.
* Conducting service reviews and market analysis and driving the redesign, innovation and delivery of services through new contract where public and other feedback suggests that changes are required.

# Buyer Information

## Clinical Commissioning Groups

NHSE has invited CCGs and providers of inpatient and community children and young people’s mental health services to join a regional initiative to work at pace in 17/18 to accelerate plans to develop crisis and intensive community support bringing care closer to home for children and young people. A bid was submitted on behalf of Lancashire and South Cumbria STP to join this North regional initiative, focusing the bid on improving skills and capacity amongst families, carers, residential sector providers, 3rd sector and CAMHS teams.

They commission planned hospital care, rehabilitative care, emergency and urgent care, most community health services, mental health and learning disability services. They do not manage local hospitals (which are independent trusts), however they do procure services from local hospitals.

They aim to buy high quality, safe and effective health services that meet the needs of residents Lancashire and South Cumbria Area. To do this they use clinical expertise, evidence of good practice and the experience of patients who use the services they procure.

## Clinical Commissioning Groups Requirements

**Aim:** To reduce admission to tier 4 services by improving the capacity of families, the CYP workforce and the local community to promote resilience at times of crisis and prevent and de-escalate crisis.

The proposal comprises the following three components:

**Component 1**

Commission 3rd sector organisations to shape self-help tools and training for professionals, parents and carers to prevent escalation to crisis.

* Identify young people most likely to be admitted to tier 4 within the next 12 months
* Work with the cohort of CYP and their parents/supporters to develop and deliver to families, carers and settings (schools, residential settings etc) a training programme and supporting resources to prevent escalation to crisis
* Develop care plan/passport
* Train local third sector providers to deliver the training to families and settings; establish communities of practice to ensure sustainability and establish peer support groups established from the CYP cohort
* Use learning and feedback from families to inform future plans regarding what support would be helpful to prevent the requirement for an inpatient admission

**Component 2**

Increase skills amongst EWBMH providers to minimise the need for admission, improve communication during admission and maximise likelihood of meeting therapeutic needs post discharge

**Component 3**

Accelerate the development of the existing Safe place in Blackburn with Darwen to provide a Tier 4 Step-up/Down facility for children with complex needs. This would be an alternative to a care placement whilst a robust care package is put in place, allowing comprehensive robust assessment of the CYP in a non-clinical, holistic environment where previously they would have presented in A&E, Paediatric Wards and Tier 4 services.

As part of the delivery of the proposal outlined above, we are seeking to commission **Component 1** from 3rd sector providers.

# Instructions on completing the ITT Using Email

3.1 Potential Suppliers are advised to carefully read this document, all the questionnaires, and the appendices, before they compile the required responses to the questionnaire and to submit their Bid via e-mail to [mlcsu.tenders@nhs.net](mailto:mlcsu.tenders@nhs.net)

* 1. A Bid shall only be a compliant Bid where it complies with all the provisions of this document, includes responses to ALL questions in the ITT Questionnaires, has a completed financial offer and confirms acceptance of ALL the contractual terms in the Agreement. Potential Suppliers who do not submit a compliant Bid will be liable to disqualification at the discretion of the Commissioner.
  2. In evaluating Bids the Commissioner, will only consider information provided in response to the ITT. Potential Suppliers should not assume that the Commissioner has any prior knowledge of the potential Supplier, its practice or reputation, or its involvement in existing Services, projects or procurements.
  3. All relevant information required to support the Bid should be included in the potential Suppliers response. Permitted attachments specific to the Bid, referenced in the Bid and provided to the Commissioner will be considered as part of the Bid. General corporate material and non-specific supporting documentation will not be considered.
  4. Potential Suppliers must ensure that each response to a question is not cross referenced to a response to another question. In the event of a potential Supplier adding a cross reference it will not be considered by the evaluation panel
  5. Potential Supplier shall ensure they review all attachments to the ITT questionnaire.
  6. Potential Suppliers are responsible for the accuracy of all information concerning Relevant Organisations and overall responses submitted within their Bids.
  7. Potential Suppliers must ensure that each response to a question is within any specified character or word count. Word and character counts shall be deemed to include words and characters embedded in images. Any responses with words in excess of the character count will only be consider up to the point where they meet the word or character count, any additional words or characters beyond the volume defined in the word or character count will not be considered by the evaluation panel.
  8. Any attachments provided which are not permitted by the associated question will not be considered by the evaluation panel.
  9. Where an attachment has been requested and a word or character count is specified the potential Supplier is required to ensure they advise the number of words or characters embedded within each attachment.
  10. Potential Suppliers will be specifically advised where attachments are permissible to support a question response. Any attachments submitted without the specific permission of MLCSU may not be considered**.**
  11. **When adding an attachment Potential Suppliers are requested to submit permitted attachments using the following naming convention ‘relevant question number – Supplier name’.**

# Process for clarification

* 1. Potential Suppliers at their own discretion may ask clarification questions regarding any element of this procurement process including this document, the questionnaires, the specification, the pricing schedule and all other documents that have been provided.
  2. Potential Suppliers must submit clarifications via the [mlcsu.tenders@nhs.net](mailto:mlcsu.tenders@nhs.net) email address. This is the only method to be used for clarifications and Potential Suppliers must NOT contact MLCSU or Commissioners directly.
  3. Potential Suppliers must be clear which question or attachment any clarification refers to.
  4. MLCSU will endeavour to answer all questions as quickly as possible, but cannot guarantee a minimum response time. MLCSU aim to respond to any request for clarification at least 3 calendar days before the deadline for receipt of Bids. In order to satisfy this requirement, MLCSU has designated a specific window of time to deal with clarification requests from Potential Suppliers.
  5. MLCSU has no obligation to respond to clarification requests received after the expiry of this period
  6. No further requests for clarifications will be accepted after 4 days prior the ‘Deadline date’.
  7. In order to ensure equality of treatment of Potential Suppliers, MLCSU intends to publish the questions and clarifications raised by Potential Suppliers together with MLCSU’s responses (but not the source of the questions) to all participants on a regular basis.
  8. Potential Suppliers 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 MLCSU at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all potential Suppliers would potentially benefit from seeing both the query and MLCSU’s response, MLCSU will:
     1. invite the potential Supplier submitting the query to either declassify the query and allow the query along with MLCSU’s response to be circulated to all potential Suppliers; or
     2. request the potential Supplier, if it still considers the query to be of a commercially confidential nature, to withdraw the query prior to the end of the closing date and time for potential Supplier clarifications.
  9. MLCSU 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.
  10. During the Bid submission Evaluation stage, MLCSU may request written clarification from potential Suppliers on their Bid. Any request for clarification on Bids shall be made in writing to the relevant Authorised Representative. Potential Suppliers responses will normally be received using the Bravo e-sourcing messaging system and within two (2) business days of request.
  11. Failure to respond adequately or within the deadline will be reflected in the ITT Bid Evaluation of the Bid and may result in exclusion of the Potential Supplier from further participation in the ITT process.
  12. MLCSU reserves the right to request a meeting with individual Potential Suppliers during the Bid submission evaluation stage to facilitate a rapid clarification of points raised.
  13. Responses to clarification questions provided by potential Suppliers will be distributed to the relevant evaluation panel members to enable their effective scoring of bids.

# Not Used

# Your bid

* 1. The potential Supplier is entirely responsible for the completeness and accuracy of all information provided. The Commissioner reserves the right to make whatever enquiries it deems appropriate to verify any information provided and any evidence of or suspicion of any attempt by the potential Supplier to mislead the Contracting Authority may result in disqualification.
  2. If any of the information provided in by a potential Supplier changes in a material way at any stage during the Procurement process then the Commissioner must be informed immediately.
  3. All documentation and communication shall be in English.
  4. By submitting this Bid each potential Supplier warrants that, save as disclosed in writing to the MLCSU with the Bid, any information supplied by it remains true and that it has:
* Not passed a resolution, nor is it the subject of an order by the court, for the company’s winding-up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has it had a receiver, manager or administrator on behalf of a creditor appointed in respect of its business or any part thereof, nor is it the subject of proceedings for any of the above procedures nor is it the subject of similar procedures under the law of any other states;
* Not been convicted of a criminal offence relating to the conduct of its business or profession;
* Not committed an act of grave misconduct in the course of its business or profession;
* Fulfilled its obligations relating to the payment of social security contributions under the laws of England and Wales or the country in which it is established;
* Fulfilled its obligations relating to the payment of taxes under the laws of England and Wales or the country in which it is established;
* Not made any material misrepresentation in providing any of the information required in relation to the above;
* Not disclosed, copied, reproduced or distributed and will not disclose, copy, reproduce or distribute any confidential information contained in this document or supplied by MLCSU or the COMMISSIONER, or any advisor to any third party at any time except for the purpose of enabling a Bid submission to be prepared.
  1. Potential Suppliers must comply and ensure that their Bids comply with the provisions set out in the ITT. Any such waiver or variation will be notified to the Authorised Representative of potential Suppliers. No agent or any other servant or representative of MLCSU or the COMMISSIONER has the authority to vary or waive any of these provisions on behalf of the Commissioner.
  2. Your Bid should remain open for consideration for a period of 90 days. A Bid valid for a shorter period may be rejected.
  3. Potential Suppliers must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding their Bids, without reliance upon any opinion or other information provided by MLCSU or their advisers and representatives. Potential Suppliers should notify MLCSU promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the procurement.
  4. 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. Failure to adhere to this requirement will result in the Bid not being considered.
  5. Potential Suppliers may modify their Bid where allowable within the MLCSU Bravo e-sourcing system. No Bid may be modified after ‘the deadline’ for receipt.
  6. Potential Suppliers may withdraw their Bid at any time prior to ‘the deadline’ or any other time prior to accepting the offer of a Contract. The notice to withdraw the Bid must be made through the MLCSU Bravo e-sourcing messaging system.
  7. MLCSU may visit at least one customer reference site of the Potential Supplier and may seek written references from any other customers which are not visited.

# Canvassing

* 1. Subject to the confidentiality and non-collusion sections below Potential Suppliers and Relevant Organisations shall not in connection with this Procurement:
* Offer any inducement, fee or reward to any officer or employee of the COMMISSIONER or any person acting as an advisor to the COMMISSIONER, including MLCSU, in connection with the procurement exercise; or
* Do anything which would constitute a breach of the Prevention of Corruption Acts 1889 and 1916; or
* Canvass any of the persons referred to above in connection with the procurement; or
* Except as expressly authorised by the COMMISSIONER and subject to the provisions of the following section, contact any officer or employee or agent of the COMMISSIONER about any aspect of the procurement exercise including (without limitation) for the purposes of discussing the possible transfer to the employment of the potential Supplier of such employee or officer for the purpose of the procurement exercise or for soliciting information in connection with the procurement exercise.
  1. No attempt should be made to contact the MLCSU and COMMISSIONER’s project team office by telephone, nor to contact the COMMISSIONER or the COMMISSIONER’s advisers or other NHS/DH bodies as part of the procurement process. Any enquiries made to persons other than the COMMISSIONER’s project team will be regarded as prima facie evidence of canvassing.
  2. Potential Suppliers shall advise MLCSU if they have been convicted on an offence under the provisions of the Bribery Act 2010 within the last three years and detail the appropriate remedial actions undertaken.

# Confidentiality and non-collusion

* 1. The tender document is intended for the exclusive use of the potential Supplier and is provided on the express understanding that the information made available by MLCSU and the COMMISSIONER in relation to this exercise will be regarded and treated as strictly confidential. The documents may not be reproduced in whole or in part nor furnished to any persons other than the potential Supplier save for the purposes of:
* Taking legal advice in connection with completing a Bid; and/or
* Obtaining information from Relevant Organisations or funders where required expressly by the tender documents or otherwise where necessary, and relevant to the potential Suppliers Bid; and/or
* Obtaining the input from any other parties that potential Supplier demonstrate will provide information relevant to their Bid, subject always to the COMMISSIONER’s prior written consent to such disclosure (which it can withhold in its absolute discretion) and provided that in, each case, potential Suppliers obtain from such parties prior to such disclosure, confidentiality undertakings at least equivalent to this Section.
  1. Upon written request from MLCSU, potential Suppliers shall promptly provide evidence to MLCSU that such undertakings have been provided.
  2. Potential Suppliers must not disclose to, or discuss any aspect of the tender, or their Bids, with any other potential Supplier. Any such collusion with another Supplier may constitute an infringement of the Chapter 1 prohibition contained in Section 2(1) of the Competition Act 1998 and the Supplier shall also be liable to disqualification.
  3. Where Relevant Organisations participate in more than one Bid, potential Suppliers must ensure that all Bids are prepared independently and that no confidential information relating to the relevant Bid is passed, whether directly or indirectly, between Suppliers.
  4. Potential Suppliers shall not undertake any publicity activity within any section of the media in relation to this procurement.

# Conflicts of interest

* 1. MLCSU requires that all actual or potential conflicts of interest are reported to MLCSU and prior to the submission of Bids. In the event that any actual or potential conflict of interest comes to a potential Suppliers attention following the submission of its Bid, that potential Supplier should immediately notify the MLCSU via the Bravo e-sourcing system.
  2. Without limitation, such conflicts of interest may be perceived by MLCSU and the COMMISSIONER to arise in circumstances where:
* A Relevant Organisation or any person employed or engaged by or otherwise connected with a Relevant Organisation is carrying out, or has carried out, any work for the COMMISSIONER or the Department of Health in the last one (1) year; or
* A Relevant Organisation (or its advisers or any person employed or engaged by it) is potentially providing Services for more than one prospective Supplier in respect of the Procurement or the Procurement process; or
* A Relevant Organisation employs or engages, or has employed or engaged, any person currently or formerly employed or engaged by or otherwise connected with the COMMISSIONER
  1. A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by a COMMISSIONER, NHS Improvement Hub (NHSI) or other NHS body. For example, Dental Practitioners engaged under an existing General Dental Service (GDS) or Personal Demographics Service (PDS) Agreement will not be considered to have a conflict of interest by virtue of such practising arrangements. However, potential Suppliers are requested to disclose such relationships to MLCSU and the COMMISSIONER for information purposes.

# Procurement timetable

* 1. The following timetable sets out the indicative timetable for this procurement. Please note that MLCSU may vary the Procurement process to support continued competition, avoid unnecessary costs associated with the Bid and adhere to Technical, legal or commercial guidance issued subsequent to the ITT.

|  |  |
| --- | --- |
| Date of posting of Contract advert to Contracts Finder | 30 October 2017 |
| Date ITT available to Potential Suppliers | 30 October 2017 |
| Webinar | To Be Confirmed |
| Latest date / time ITT clarifications should be received via email | 6 November 2017 5 pm |
| Closing date and time for Potential Supplier to request ITT documents | 10 November 2017 3 pm  **[2 hours prior to the deadline]** |
| Closing date and time for the Potential Supplier to submit their response (‘**the deadline’**). | 10 November 2017 5 pm |
| Notification of proposed Contract award to unsuccessful Potential Suppliers | w/c 27 November 2017 |
| Anticipated Contract Award Date | 30 November 2017 |
| Commencement of Contract | 1 December 2017 |
| Bid Validity Period | 90 Days |
| Commencement of Service Delivery | 1 December 2017 |
| End of proposed Contract | 31 March 2018 |

* 1. Bids received after the date indicated (‘the deadline’) shall not be considered by MLCSU unless the Potential Supplier can justify the reason for the delay.
  2. The Potential Supplier must demonstrate irrefutable evidence in writing they have made best endeavours to ensure the Bid was received on time and that the issue was beyond their control.
  3. Any request for a late Bid to be considered must be submitted through the MLCSU Bravo e-sourcing messaging system.
  4. MLCSU reserves the right to accept or reject any late Bid without justification to the affected Potential Supplier and make no guarantee it will consider any request for a late Bid to be considered.

# Notification of decision to potential Suppliers

* 1. The COMMISSIONER intends to award the Contract to one (1) Supplier.
  2. All Suppliers will be informed on the same day of the outcome of the tender and the identity of the Recommended Supplier.

# Recommended Supplier

* 1. Following the completion of the standstill period the Recommended Supplier will work together with the COMMISSIONER to finalise the terms of the Agreement in preparation for the signature of the Agreement.
  2. Assuming a successful completion of the Recommended Supplier stage, the COMMISSIONER and the Supplier may sign the final Agreements. The COMMISSIONER reserves the right not to award an Agreement to the Recommended Supplier.
  3. The Contract is not subject to negotiation. Drafting comments or legal mark-ups of the template Contract will not be accepted. The COMMISSIONER reserves the right to ask Supplier to clarify the precise details of their Bids.
  4. The COMMISSIONER reserves the right to conduct any further or necessary due diligence before Contract signature.
  5. Following Contract award in the event that the Recommended Supplier:
  + Makes a material alteration to the Bid which formed the basis of the evaluation;
  + Does not comply with the provisions and instructions set out in this document;
  + In the reasonable opinion of the COMMISSIONER fails to make satisfactory progress towards signature of the Agreement; and/or
  + In the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the COMMISSIONER within a defined time period having been served notice in writing by the COMMISSIONER,

then the COMMISSIONER shall be entitled to de-select the Recommended Supplier and at the absolute discretion of the COMMISSIONER to exclude the Recommended Supplier from any further participation in the Procurement process or to introduce a further competitive stage in the Procurement process in which the Recommended Supplier may or may not (in the absolute discretion of COMMISSIONER) be invited to participate.

* 1. Under no circumstances will MLCSU or the COMMISSIONER or any of their respective advisers be liable for any costs or expenses incurred by the Recommended Supplier and/or any of its Relevant Organisations due to, or arising from, such de-selection or the introduction of a further stage in the Procurement process.
  2. The COMMISSIONER reserves the right to re-engage with any other Supplier whose Bids meet the required ITT Bid Evaluation standards.

# Contract signature

* 1. All Procurement documentation requiring a signature must be signed by the Authorised Representative of the Supplier or, where a document is required to be executed by a Relevant Organisation, by a representative or representatives duly authorised by that Relevant Organisation. Specific details of signatories to the Agreement will be determined after the Recommended Supplier stage.
  2. The COMMISSIONER reserves the right in its absolute discretion not to appoint a Recommended Supplier.

# Freedom of Information Act 2000 and Environmental Information Regulations 2004

* 1. MLCSU and the COMMISSIONER is committed to open Government and meeting its legal responsibilities under the FOIA. In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the ‘FOIA’) and the Environmental Information Regulations 2004 (the ‘EIR’), MLCSU may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the said Act, or the EIR be required to disclose information submitted by the Potential Supplier to the to MLCSU.
  2. Accordingly, any information created by or submitted to MLCSU (including, but not limited to, the information contained in the ITT, clarification questions and responses, and the minutes of meetings between all or any of the Suppliers, MLCSU and / or the COMMISSIONER) may need to be disclosed by MLCSU and / or the COMMISSIONER in response to a request for information.
  3. Any persons may make a request for information at any time before or after the Agreement signature. MLCSU and / or the COMMISSIONER may also decide to include certain information in the relevant publication scheme maintained under the FOIA.
  4. In making a submission, each potential Supplier (and each Relevant Organisation) therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA and / or EIR, either without consulting the potential Supplier or following consultation with the potential Supplier and having considered its views.
  5. Potential Suppliers must clearly identify any information supplied in response to the ITT, which are subject to exemption under the FOIA and / or EIR and attach a brief statement of the reasons why, including details of the harm which may result from disclosure and the time period applicable to the sensitivity.
  6. Where it is considered that disclosing that information in response to an FOIA and / or EIR could cause a risk to the Procurement process, or prejudice the commercial interest of any potential Supplier or the COMMISSIONER, MLCSU and / or the COMMISSIONER may wish to withhold such information under the FOIA exemption.
  7. Potential Suppliers should be aware that even where they have indicated that information is subject to an exemption, MLCSU and / or the COMMISSIONER are responsible for determining in its absolute discretion whether such information is exempt from disclosure under the FOIA and /or EIR or whether or it must be disclosed.
  8. Potential Supplier should therefore note that the receipt by MLCSU and / or the COMMISSIONER of any information marked “confidential” or equivalent does not mean that MLCSU and / or the COMMISSIONER accepts any duty of confidence by virtue of that marking, and that MLCSU and / or the COMMISSIONER has the final decision regarding the disclosure of any such information in response to a request for information.

# Evaluation model

## Introduction

* + 1. The evaluation process will be conducted to ensure that Bids are evaluated fairly to ascertain the Potential Suppliers who can demonstrate the required skills qualities, technical ability and capacity, commercial stability and experience to ensure successful performance of the Contract.
    2. The evaluation team may comprise staff from MLCSU, the COMMISSIONER and any specific external stakeholders MLCSU or the COMMISSIONER deem required.

## Evaluation of Bids

* + 1. Evaluation of Bids shall be based on responses to the questionnaires detailed in the MLCSU returned questionnaire
    2. In the event of a Potential Supplier failing to meet the requirements of a Mandatory pass / fail criteria, MLCSU reserves the right to disqualify the Potential Supplier and not consider evaluation of the any of the selection stage responses, nor the Price / Quality stage scoring methodology or Mandatory pass / fail criteria.
    3. In the event of a Potential Supplier failing to meet the requirements of a Discretionary pass / fail criteria, MLCSU may disqualify the Potential Supplier and not consider evaluation of the any of the selection stage scoring methodology, nor the Price / Quality stage scoring methodology or Mandatory pass / fail criteria.

## ITT Questionnaire Scoring

* + 1. The Price and Quality questionnaire shall be marked against the following scoring criteria.

|  |  |  |  |
| --- | --- | --- | --- |
| **Section** | **Question Number** | **Question** | **Scoring** |
| Section 1 | 1.1 | Bidder Details | For information |
| Section 1 | 1.2 | Bidding Model | For information |
| Section 1 | 1.3 | Contact Details | For information |
| Section 1 | 1.4 | Licensing and registration | For information |
| Section 2 | 2.1 | Service Proposal | For information |
| Section 3 | 3.1 | Methodology | 12% |
| Section 3 | 3.2 | Strength of Resources | 12% |
| Section 3 | 3.3 | Evidence of the Understanding of Project Objectives | 12% |
| Section 3 | 3.4 | Project Timescales | 12% |
| Section 3 | 3.5 | Mobilisation Plan, Contract Management and Exit Planning | 12% |
| Section 3 | 3.6 | Management and Reporting | 12% |
| Section 3 | 3.7 | Management Information | 12% |
| Section 4 | 4.1 | Pricing | 16% |
| Section 5 | 5 | Declaration | For information |
|  |  | TOTAL | 100 |

## Scoring Process of Non-Price Elements

* + 1. Each question will be judged on a score from 0 to 5, which shall be subjected to a multiplier to reflect the percentage of the evaluation criteria allocated to that question.
    2. Where an evaluation criterion is worth 20% then the 0-5 score achieved will be multiplied by 4.

**Example** if a Potential Supplier scores 3 from the available 5 points this will equate to 12% by using the following calculation: 3 x 4 = 12

* + 1. Where an evaluation criterion is worth 10% then the 0-5 score achieved will be multiplied by 2.

**Example** if a Potential Supplier scores 3 from the available 5 points this will equate to 6% by using the following calculation 3 x 2 = 6.

* + 1. The same logic will be applied to groups of questions which equate to a single evaluation criterion.
    2. The 0-5 score shall be based on (unless otherwise stated within the question):

|  |  |
| --- | --- |
| 0 | **Omitted -** The response has been omitted. |
| 1 | **Very poor** - The response completely misses the point of the question. |
| 2 | **Poor** - Requires major revision to the proposal to make it acceptable. Only partially answers the requirement, with major deficiencies and little relevant detail proposed. |
| 3 | **Acceptable** - Response is acceptable but remains basic and could have been expanded upon. Response is sufficient but does not inspire. Good probability of success, weaknesses can be readily corrected. |
| 4 | **Good** - Response exceeds minimum expectations including as level of detail, which adds value to the bid. Great probability of success, no significant weaknesses noted. |
| 5 | **Excellent response** – comprehensive and useful. High probability of success, no weaknesses noted. The response is innovative and includes a full description of techniques or measurements to be employed. |

## Scoring of Price Elements

* + 1. The lowest price for a response which meets the pass criteria shall score 5.
    2. All other bids shall be scored on a pro rata basis in relation to the lowest price. The score is then subject to a multiplier to reflect the percentage value of the price criterion.
    3. For example - Bid 1 £100,000 scores 5.

Bid 2 £115,000 differential of £15,000 or 15% remove 15% from price scores 4.25.

Bid 3 £120,000 differential £20,000 remove 20% from price scores 4.00.

Bid 4 £200,000 differential £100,000 remove 100% from price scores 0.

* + 1. For example, Where the scoring criterion is worth 50% then the 0-5 score achieved will be multiplied by 10
    2. In the example if a supplier scores 4 from the available 5 points this will equate to 40% by using the following calculation: Score/Total Points multiplied by 10 (4 x 10 = 40)
    3. The lowest score possible is 0 even if the price submitted is more than 100% greater than the lowest price.

## Evaluation process

* + 1. The evaluation process for this procurement will feature some, if not all, the following phases:

|  |  |
| --- | --- |
| **Stage** | **Summary of activity** |
| Receipt and Opening | * ITT opened by the MLCSU procurement team. * Any ITT Bid received after the closing date will be rejected unless circumstances attributed to MLCSU or the e-sourcing tool beyond the potential Supplier control are responsible for late submission. |
| Compliance check | * Check all Mandatory requirements are acceptable. * Unacceptable Bids maybe subject to clarification by MLCSU or rejection of the Bid. |
| Scoring of the Bid | * Evaluation team will independently score the Bid and provide a commentary of their scoring justification against the evaluation criteria. |
| Moderation | * Evaluation team may collectively meet to compare and debate their individual scoring and provide a commentary of any changes in their scoring against the evaluation criteria. A collective score for each response to the question will be agreed by the evaluation team. |
| Clarifications | * The evaluation team may require face to face and / or written clarification to Bids from shortlisted potential Suppliers who have a mathematical possibility of becoming the successful Supplier following clarification and moderation. * The Contracting Authority reserves the right to request a presentation from the potential supplier demonstrating an overview of the service delivery, noting that unless defined within the evaluation criteria the presentation will be provided for information only. |
| Re - scoring of the Bid and Clarifications | * Where relevant, evaluation team will independently re-score the Bid and Clarifications and provide a commentary of their re-scoring justification against the evaluation criteria. |
| Moderation | * The evaluation team may collectively meet to compare and debate their individual scoring and provide a commentary of any changes in their scoring against the evaluation criteria following re-scoring of the Bids and Clarifications |
| Issue of unsuccessful Potential Suppliers | * Provide details of scoring and feedback on the unsuccessful Potential Suppliers Bid. |

# Glossary of Terms

|  |  |
| --- | --- |
| **TERM** | **MEANING** |
| **“MLCSU”** | means Midlands and Lancashire Commissioning Support Group herein after referred to as MLCSU. |
| **“Agreement”** | Means the NHS Standard Contract and all supporting documentation |
| **“Authorised Representative”** | A Potential Suppliers authorised representative named on the bid |
| **“Bid”, “Response”, “Submitted Bid ”, or “ITT Response”** | means the Potential Suppliers formal offer in response to ITT |
| **“CCG”** | Clinical Commissioning Group or predecessor body |
| **“Commencement Date”** | The date on which the Agreement will come into force |
| **“Conditions of Bid”** | means the terms and conditions set out in this ITT relating to the submission of a Bid |
| **“Contract”** | means the agreement to be entered by MLCSU and the Supplier following any award under the procurement |
| **“Contracting Bodies”** | Means MLCSU and any other contracting authorities described in the OJEU Contract Notice |
| **“CPD”** | Continuing Professional Development |
| **“CQC”** | Care Quality Commission |
| **“Customer”** | means the legal entity (or entities) for which any Contract agreed will be made accessable to. |
| **“DH”** | Department of Health |
| **“Due Diligence Information”** | means the background and supporting documents and information provided by MLCSU for the purpose of better informing the Potential Suppliers responses to this ITT |
| "**EIR**" | mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations |
| **“EOI”** | Expression of Interest |
| **“FoIA”** | means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation |
| **“IMandT”** | Information Management and Technology |
| **“Lot”** | means a discrete sub-division of the requirements |
| **“Invitation to Tender” or “ITT”** | means this Invitation to Tender documentation and all related documents published by MLCSU and made available to Potential Suppliers and includes the Due Diligence Information. |
| **“NHSBSA”** | National Health Service Business Service Authority |
| **“NHSI”** | National Health Service Improvement Hub |
| **“NICE”** | National Institute for Clinical Excellence |
| **“NPfIT”** | National Programme for Information Technology |
| **“Order”** | means an order for served by any Contracting Body on the Supplier |
| **“Other Public Bodies”** | means all Contracting Bodies except MLCSU |
| **“Potential Suppliers or Bidder”** | means the organisations being invited to respond to this ITT |
| **“Recommended Supplier”** | The Supplier slected to proceed as Recommended Supplier and ultimately Contract Award, subject to clearance of Standstill periods (where relevant) |
| **“Self Certification” or “Self Declaration”** | means the Potential Supplier has certified or declared they can meet a specific standard, for which evidence of demonstrating meeting this standard maybe requested by the Contracting Authority. |
| **“Sub Contractors”** | A person or body who is will be contracted by the Potential Supplier to carry parts of the Services. It should e noted that the Potential Supplier is liabile for any sub contractor is used in respect to delivering the Services. |
| **“Supplier”** | means the organisation awarded the Contract |
| **“Standard Supplies /Services”** | means any supplies/services set out at within the Services Specification |
| **“VAT”** | Value Added Tax |
| **“VfM”** | Value for Money which means the optimum combination of whole life cost and quality (fitness for purpose) to meet the overall Service requirement. |

# Documents

The following documents are available to Potential Suppliers.

Document 1 – Invitation to Tender Letter

Document 2 – Declaration on Tendered Bid

Document 3 – Instructions for Bidders

Document 4 – ITT Questionnaire

Document 5 – Contract Documents

Document 6 – Specification of Requirements