**Invitation to Tender**

**Reference: C226861**

**Title:** **4 Year Undergraduate Medical Degree Prototype Curriculum Development**

**Date:15.11.2023**



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**EXECUTIVE SUMMARY OF PROCUREMENT**

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| **Term** | **Meaning within this procurement** |
| **Lead Contracting Authority** | NHS England |
| **Associated Contracting Authorities** | N/A |
| **Commissioner/Contracting Authority(s)** | Refers to the Lead Contracting Authority |
| **Contract Reference** | **C226861** |
| **Tender Deadline** | by 6.12.2023 12:00 |
| **Tender Process** | **Light Touch Regime, Open Procedure** |
| **Contract Term** | **1.2.2024 – 31.1.2025**  Commissioner reserves the option to extend by up to a further 1 year, subject to annual review and available budget |
| **Relevant Organisation** | An organisation(s) or person connected with a bid submission including (without limitation):   1. the Potential Bidder. 2. the Bidder. 3. the Provider. 4. each Bidder Member. 5. each Bidder Guarantor; and   each Services Supplier providing services to the contract |
| **Procurement Lead** | Name, NHS England |
| the **Services (description)** | 4 Year Undergraduate Medical Degree Prototype Curriculum Production |

procurement TIMELINE

The following Table (Table 1) provides a summary of the breakdown of processes for the Procurement and is an indicative timeline. Bidders should note that whilst the Contracting Authority does not intend to depart from the timetable provided, it reserves the right to do so at any time in order to support competition, avoid unnecessary costs associated with a Bid and adhere to any technical, legal or commercial guidance issued subsequent to the ITT being issued.

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| **Activity** | | **Description** | **Dates** |
| 1 | Publication of ITT (light touch regime) | ITT published and available to Bidders on the Portal. | 28.11.2023 |
| 2 | ITT Bidder clarification stage | Period when Bidders may request clarification on the ITT. | 28.11.2023 – 11.12.2023 |
| 3 | Deadline for submission of Clarification requests | The date by which all clarification questions must be submitted. | 11.12.2023 12:00 |
| 4 | Response to requests for clarification | The date by which the Contracting Authority(s) aims to respond to all requests for clarification on the ITT. | 18.12.2023 |
| 5 | **Bidder Submission Deadline** | Completion and submission of Appendix X to this ITT and any other requested documents.  The date by which Bidders must submit their ITT response in the required format. | 12.1.2024 at 12:00 |
| 6 | ITT Bid evaluation stage | Period when Bids will be evaluated. **During this period, the Contracting Authority(s) may ask Bidders to clarify information set out in their Bids.** | 15.1.2024 – 16.1.2024 |
| 7 | Presentation Invites Out | The latest Bidders are informed of their invitation to Present to the Evaluation Panel, **subject to criteria for shortlisting.** | 17.1.2024 |
| 8 | Presentation Event | Bidders will be required to provide a presentation to the Evaluation Panel, following this there will be a questions and answers session | 22.1.2024 |
| 9 | Selection of a Recommended Bidder | The date by which the Contracting Authority(s) aim to select the Preferred Bidder(s), to proceed to relevant Boards for approval. | 23.1.2024 |
| 10 | Ratification Process | Formal process for Board signs off to confirm appointment of preferred provider(s) | 30.1.2024 |
| 11 | Bidder notification of outcome/Standstill period | The date by which the Contracting Authority(s) aims to notify all Bidders of the outcome of the evaluation. Standstill period commences. | 1.2.2024 |
| 12 | Standstill period concludes | The time and date on which the Standstill period concludes. | 15.2.2024 |
| 13 | Contract award | The date by which the Contract will be awarded to the Recommended Bidder, following conclusion of the Standstill period. | 15.2.2024 – 22.2.2024 |
| 14 | Contract mobilisation | Contract implementation | tbc |
| 14 | Service commencement | The date on which the new service will commence | tbc |

*Table 1: Procurement Timetable (subject to change without notice)*

1 OVERVIEW

1. INTRODUCTION

The purpose of this Invitation to Tender (ITT) is to provide Bidders with sufficient information to enable them to compile a comprehensive Bid that meets the requirements for the **Services** for the Contracting Authorities named on this tender.

These Tender documents issued by the Contracting Authority(s) are seeking proposals for the Provision of the Services, as per specification(s) contained on this Invitation to Tender (see Appendix 2).

Violation of the terms of this ITT by any Bidder may result in the Contracting Authority(s) disqualifying that Bidder from this Procurement.

1. THE PUBLIC CONTRACTS REGULATIONS 2015

The **Services** to which this ITT relates fall within Chapter 3, Section 7, Particular Procurement Regimes to the Public Contracts Regulations 2015 (also known as “light touch regime”). Neither the publication of the above advertisements, the inclusion of a Bidder selection stage nor the use of the term “Compliance Questionnaire" nor any other indication (including any statement in this ITT) shall be taken to mean that the Contracting Authority intends to hold itself bound by any of the Regulations.

1. The contracting authorities

The Contracting Authority(s) for this Procurement that wishes to establish a Contract for the provision of the **Services**. Details of the Contracting Authorities party to this tender can be found in the summary information on page 3.

All contracting Authorities will be party to the contract however the Lead Contracting Authority will be the point of contact for all communications during and after this tender unless the Contract stipulates the contrary.

1. CONTRACTING AUTHORITY(S) APPOINTED CONTACT

The Contracting Authority(s) has designated the following individual to be its single point of contact for this Procurement: Slavomir Majoros s.majoros1@nhs.net

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| **Slavomir Majoros**  Commercial Officer, NHS England |
| All communication shall be via the Portal correspondence facility  <https://health-family-contract-search.secure.force.com/?searchtype=Projects> |

For the purposes of this ITT, the Contracting Authority(s) Contact means the individual named above and any successor contact designated as such by the Contracting Authority(s) in its sole discretion.

1. USE OF AN ELECTRONIC TENDERING TOOL

The Contracting Authority(s) is utilising an electronic tendering tool to manage this Procurement and to communicate with Bidders. Accordingly, there will be no hard copy documents issued to Bidders and all communications with the Contracting Authority(s), including the submission of Bids, will be conducted electronically via the Portal.

Should Bidders have problems using the portal, they should use the dedicated help number listed on the front page of the portal.

1. accuracy of itt information & liability

Whilst the information in this ITT (or any other supporting information subsequently provided) has been prepared by the Contracting Authority(s) in good faith, it does not purport to be comprehensive or to have been independently verified. The Contracting Authority(s), nor any of their respective directors, officers, members, partners, employees, advisors, other staff, or agents:

1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness, or completeness of the ITT; or
2. accepts any responsibility for the information contained or for the fairness, accuracy or completeness of that information, nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.

Any persons considering making a decision to enter into a contractual relationship with the Contracting Authority(s) should make their own investigations and their own independent assessment of the requirements for the services and, should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents, is only authorised to be provided following a clarification query made in accordance with paragraph 3.5 of this ITT.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Contracting Authority(s) in relation to this Procurement. No person has been authorised by the Contracting Authority(s) or its advisers or consultants to give any information or make any representation not contained in this ITT and, if given or made, any such information or representation (express or implied) shall not be relied upon as having been so authorised.

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this Procurement, nor shall such documentation/information be used in construing any such contract unless the Contracting Authority(s) formally awards the contract to the successful Bidder. Each Bidder must rely on the terms and conditions contained in any contract when, and if finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty (express or implied) in respect of the ITT or other pre-contract documentation.

The Contracting Authority(s) shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with this Procurement, or any part thereof, at any time. Nothing in this ITT should be interpreted as a commitment to award this Procurement.

The Contract concluded as a result of this ITT shall be governed by English law and the exclusive jurisdiction of the English Courts.

1. PROCUREMENT TRANSPARENCY

The government is committed to greater transparency across its operations to enable the public to hold public bodies and politicians to account. This includes commitments relating to public procurement. These measures include:

* Requirements in the Public Contracts Regulations 2015 to publish advertised opportunities and contract awards above certain low thresholds.
* Policy commitments to publish all central government contracts over the value of £10,000 to be published in full online.
* Adoption of the Government’s Transparency Principles.

Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract, the resulting contract between the supplier and the Authority will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law.

2 GOVERNANCE & IMPORTANT NOTICES

1. general

The paragraphs herein must be complied with at all times and they are legally binding to those organisations that that have access to them and intend to submit an offer until a contract is formally awarded and entered into by the winning Bidder.

1. bidder eligibility

Regulation 57 of Public Contracts Regulations 2015 sets out the grounds on which an economic operator must be deemed ineligible to tender for or be awarded a public contract.

Therefore, any Bidder or Bidder Member who has been convicted of any of the following offences may be disqualified at any stage during the tender process. In this event, further evaluation of the ITT will not be undertaken, and the Bidder will not be taken any further in the Procurement of this requirement, which will be communicated to the Bidder on exclusion.

Rejection under Regulation 57 (1) is mandatory when an economic operator has been convicted of any of the following offences:

1. conspiracy within the meaning of Section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA.
2. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act

1889(d) or section 1 of the Prevention of Corruption Act 1906(e)

1. the offence of bribery within the meaning of the Bribery Act 2010.
2. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010(f), or section 113 of the Representation of the People Act 1983(g).
3. fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of –
   * 1. the offence of cheating the Revenue
     2. the offence of conspiracy to defraud
     3. fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978
     4. fraudulent trading within the meaning of Section 458 of the Companies Act 1985
     5. defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994
     6. destroying, defacing, or concealing of documents or procuring the extension of a valuable security within the meaning of Section 20 of the Theft Act 1968
     7. an offence in connection with taxation in the European Community within the meaning of Section 71 of the Criminal Justice Act 1993.
     8. fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006(**u**); or
     9. the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying, or offering to supply articles for use in frauds within the meaning of section 7 of that Act.
4. any offence listed
5. in section 41 of the Counter Terrorism Act 2008(a); or
6. in Schedule 2 to that Act where the court has determined that there is a terrorist connection.
7. any offence under sections 44 to 46 of the Serious Crime Act 2007(b) which relates to an offence covered by subparagraph (f)
8. money laundering within the meaning of the Money Laundering Regulations 2003; or
9. (i) an offence in connection with the proceeds of criminal conduct within the meaning of

section 93A, 93B or 93C of the Criminal Justice Act 1988(d) or article 45, 46 or 47 of the

Proceeds of Crime (Northern Ireland) Order 1996(e).

1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants, etc.) Act 2004(f).
2. an offence under section 59A of the Sexual Offences Act 2003(g).
3. an offence under section 71 of the Coroners and Justice Act 2009(h).
4. an offence in connection with the proceeds of drug trafficking within the meaning of

section 49, 50 or 51 of the Drug Trafficking Act 1994(I); or any other offence within the meaning of Article 45(1) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 as defined by the national law of any relevant State.

1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
2. as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or
3. is created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland.

For the purposes of this Procurement and on the basis of the grounds in Regulation 27(8) a Bidder and/or Bidder Member may be deemed to be ineligible to Bid where it:

1. where the Contracting Authority(s) can demonstrate by any appropriate means a violation of applicable obligations referred to in regulation 56(2) (breach of environmental, social, and labour laws).
2. where the supplier is in a state of bankruptcy, insolvency compulsory winding up, administration, receivership, composition with credits or any analogous state, or subject to relevant proceedings.
3. where the Contracting Authority(s) can demonstrate by any appropriate means that the bidder is guilty of grave professional misconduct, which renders its integrity questionable.
4. where the Contracting Authority(s) has sufficiently plausible indications to conclude that the economic operator has entered into agreements with other economic operators aimed at distorting competition.
5. where a conflict of interest within the meaning of regulation 24 cannot be effectively remedied by other, less intrusive, measures.
6. where a distortion of competition from the prior involvement of the economic operator in the preparation of the procurement procedure, as referred to in regulation 41, cannot be remedied by other, less intrusive, measures.
7. where the economic operator has shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions;
8. where the economic operator—
9. has been guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria; or
10. has withheld such information or is not able to submit supporting documents required under regulation 59; or
11. where the economic operator has undertaken to—
12. unduly influence the decision-making process of the Contracting Authority(s), or
13. obtain confidential information that may confer upon its undue advantages in the procurement procedure; or
14. negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.

In particular (but without prejudice to the generality of the foregoing) if the Bidder, or any Bidder Member, makes a misrepresentation in any part of its dealings with, or responses to the Contracting Authority, such Bidder and/or Bidder Member may be disqualified.

Please note that as per Procurement Regulations if the contract has already been entered into when the reason for exclusion arises, the Contracting Authority may terminate your contract.

1. Sub-contractors and consortia

**General**

Bidders should be aware that where consortia or sub-contractors are to perform a substantial part of the contract, this will need to be reflected in their Tender response.

Where the Bidder intends to sub-contract or use a partner for the delivery of any part of this Procurement, the Bidder must take overall responsibility for the managing of the sub-contractor or members of the Consortia and must underwrite or provide financial and operational guarantees for any sub-contractors utilised by the Bidders for the purposes of this Contract. In addition, the Bidder must take overall responsibility for ensuring that any sub-contractor or consortia member is also eligible to enter into the Contract and has the necessary policies and insurances in place as required in the Contract.

Joint Tenders and sub-contracting arrangements need to be compliant with the competition rules and regulations, such as the [Competition Act 1998](http://www.legislation.gov.uk/ukpga/1998/41/contents). On the application of the Competition Act, the Contracting Authority(s) will exercise due diligence to make sure arrangements are not anti-competitive. However, the Contracting Authority(s) excludes any liability in cases where the arrangement is considered as collusive by the Competition Authorities.

The successful Bidder shall provide copies of any sub-contracts/agreements as a condition precedent, if applicable to this service.

**Changes to Bidder’s structures**

Any Bidder considering making a change to any member of its consortium or subcontractors during the running of the procurement process should notify the Contracting Authority(s) via the Portal and may be requested to provide further information.

The Contracting Authority(s) therefore recommends that Bidders consider carefully whether they wish to bid as part of consortium and consequently have developed the terms upon which they intend to do so prior to submitting their response to the ITT via a Memorandum of Understanding, Service level agreement or similar. These may be required as a condition precedent to the award of the contract or a condition precedent to enter into the main Contract.

1. CHANGES TO BIDDER’S CIRCUMSTANCES

Bidders are subject to an ongoing obligation to notify the Contracting Authority(s) of any material changes in their financial or other circumstances during this procurement and as per the Contract once entered into. This includes, but is not limited to, changes to the identity of sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder. The Contracting Authority(s) should be notified of any material change via a Portal correspondence as soon as it becomes apparent.

Bidders are reminded that any future changes in relation to their Bidder Members must be notified to the Contracting Authority(s). Failure to notify the Contracting Authority(s) of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification.

If a Bidder wishes to change a Relevant Organisation from those recorded in the Bidder’s response to the Compliance Questionnaire if applicable, it must submit a request to the Contracting Authority(s) via Portal message not later than fifteen (15) business days prior to the ITT Tender Deadline (a Change Request).

The Change Request must include such information as may be necessary to demonstrate, to the Contracting Authority's satisfaction, that the changed Bidder continues to meet the criteria set out in the Compliance Questionnaire. The Contracting Authority(s) reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in this Procurement process in the event that such a change is made. In exercising their absolute discretion to either refuse or allow such a change, the Contracting Authority(s) may take into account whether such change is material to the delivery of this requirement.

In the event that the Contracting Authority(s) are prepared to consider such a change, further evaluation of the Bidder, including its Bidder Members, is likely to be required which may result in the Contracting Authority(s) refusing to allow the change.

1. confidentiality

The ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that the ITT and the information contained in it, or in connection with it, will be regarded and treated as strictly confidential. Subject to the exceptions referred to below, the contents of this ITT are being made available by the Contracting Authority(s) on condition that:

1. Bidders shall at all times treat the contents of this ITT and any related documents (together called the “Information”) as confidential, this includes the outcome of the procurement.
2. Bidders shall not disclose, copy, reproduce, distribute, or pass any of the Information to any person at any time or allow any of these things to happen.
3. Bidders shall not use any of the Information for any purpose other than for the purposes of submitting or deciding whether to submit a Bid; and
4. Bidders shall not undertake any publicity activity within any section of the media.

Bidders may disclose, distribute, or pass any of the Information to their Bidder Members provided that either:

1. this is done for the sole purposes of enabling a Bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
2. the Bidder obtains the prior written consent of the Contracting Authority(s) in relation to disclosure, distribution or passing of Information; or
3. the disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement or to any Contract arising from it; or
4. the Bidder is legally required to make such disclosure.

Upon written request from the Contracting Authority(s), Bidders shall promptly provide evidence that such undertakings have been provided.

1. TUPE

N/A

1. freedom of information

In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the “FOIA”), the Contracting Authority(s) may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the said Act or the Environmental Information Regulations 2004 (the “EIR”), be required to disclose information submitted by the Bidder to the Contracting Authority(s).

In respect of any information submitted by a Bidder that it considers commercially sensitive, the Bidder should complete **Appendix 8** to:

1. clearly identify such information as commercially sensitive.
2. explain the potential implications of disclosure of such information; and
3. provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.

Where a Bidder identifies information as commercially sensitive, the Contracting Authority(s) will endeavour to maintain confidentiality. Bidders should note however, that, even where information is identified as commercially sensitive, the Contracting Authority(s) may be required to disclose such information in accordance with the FOIA or EIR. In particular, the Contracting Authority(s) is required to form an independent judgement concerning whether the information is exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Contracting Authority(s) cannot guarantee that any information marked ‘confidential’ or ‘commercially sensitive’ will not be disclosed.

Where a Bidder receives a request for information under the FOIA or the EIR during the Procurement process, this should be immediately passed onto the Contracting Authority(s) and the Bidder should not attempt to answer the request without first consulting with the Contracting Authority.

1. canvassing

The Contracting Authority(s) reserves the right to disqualify (without prejudice to any other civil remedies available to the Contracting Authority(s) and without prejudice to any criminal liability which such conduct by a Bidder or any of their Bidder Members may attract) any Bidder or Bidder Member who, in connection with this ITT:

1. offers any inducement, fee or reward to any representatives or advisors of the Contracting Authority(s).
2. does anything which would constitute a breach of the Bribery Act 2010.
3. canvasses any of the persons referred to above in connection with this ITT; or
4. contacts any of the persons referred to above prior to conclusion of the Contract with the Recommended Bidder about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such person).

Other than where specifically permitted by this ITT, no attempt should be made to contact the Contracting Authority’s project team office, nor to contact the Contracting Authority(s) or the Contracting Authority’s advisers as part of this Procurement. Contact for the purposes of this section includes in person, telephone, e-mail, written or other communication. Any enquiries made to persons other than the Contracting Authority(s) project team will be regarded as *prima facie* evidence of canvassing.

1. NON-COLLUSION

The Contracting Authority(s) reserves the right to disqualify (without prejudice to any other civil remedies available to them and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder or Bidder Member who, in connection with this ITT:

1. fixes or adjusts the amount of their Bid by or in accordance with any agreement or arrangement with any other Bidder or Bidder Member of another Bidder (other than a Bidder’s own Bidder Members); or
2. enters into any agreement or arrangement with any other Bidder or Bidder Member of another Bidder to the effect that they shall refrain from submitting a Bid or as to the amount of any Bid to be submitted; or
3. offers or agrees to pay or give or does pay any sum or sums of money, inducement or valuable consideration directly or indirectly to any party for doing or having done or causing or having caused to be done in relation to any other Bid or proposed Bid, any act of omission (without prejudice to any other civil remedies available to the Contracting Authority(s) and without prejudice to any criminal liability which such conduct by a Bidder or Bidder Member may attract) relating to any other Bid or proposed Bid for this requirement; or
4. causes or induces any person to enter such agreement as is mentioned in either paragraph (a) or (b) or to inform the Bidder or Bidder Member of the amount or approximate amount of any rival Bid; or
5. canvasses any of the persons referred to in paragraph 2.8 (Canvassing) in connection with this ITT; or
6. communicates to any party other than the Contracting Authority(s), the amount or approximate amount of its proposed Bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid or insurance or any necessary security).
7. no inducement or incentive

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder or Bidder Member to submit a Bid or enter into any contractual agreement.

1. bidder’s authorised representative

All correspondence relating to this Procurement will be addressed to the Bidder’s Authorised Representative via the Portal. The Authorised Representative must have full authority to represent the Bidder and attend any meetings on the Bidder’s behalf.

It is the Bidder’s responsibility to notify the Contracting Authority(s) of any change to the Authorised Representative, to ensure that the nominated point of contact details on the Portal are current and that access to Portal messages is passed to an authorised person during absence of the nominated point of contact.

1. conflicts of interest

The Contracting Authority(s) requires that all actual or potential conflicts of interest be resolved to the Contracting Authority(s)’s satisfaction prior to the submission of Bids. In the event that any actual or potential conflict of interest comes to a Bidder’s attention following the submission of its Bid, that Bidder should immediately notify the Contracting Authority(s) via a Portal message, providing the details of such actual or potential conflict of interest.

Without limitation, such conflicts of interest may be perceived by the Contracting Authority(s) to arise in circumstances where:

1. 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 Contracting Authority(s) in the last 3 years; or
2. a Relevant Organisation (or its advisers or any person employed or engaged by it) is potentially providing services for more than one prospective Bidder in respect of the Procurement: or
3. 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 Contracting Authority(s).

A conflict of interest shall not be deemed to arise solely by virtue of a person's employment or engagement by NHS England or any other NHS body.

Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Contracting Authority(s) could result in a Bidder being disqualified.

1. rules of contact

The rules of contact set out in this Section apply throughout the Procurement. These rules are designed to promote an open, fair, unbiased, and legally defensible Procurement. Contact for the purposes of this section includes in person, telephone, e-mail, written or other communication. The rules of contact are as follows:

1. no Bidder, no Bidder Member nor any of such Bidder's advisors, consultants or subcontractors may communicate with another Bidder, members of another Bidder team or the advisors, consultants or subcontractors of another Bidder with regard to the ITT, the Procurement, the Contracting Authority(s) or the Bids. This prohibition does not apply to -
   * + - communication between a Bidder and a subcontractor that is a Relevant Organisation to more than one Bidder, provided that such subcontractor does not act as a conduit of information between Bidders: and
       - public discussion regarding the ITT or any public or collective Bidder informational meeting sponsored and/or organised by the Contracting Authority(s).
2. unless otherwise specifically noted in this ITT or authorised by the Contracting Authority(s), all communications between the Contracting Authority(s) and a Bidder with regard to the ITT will be between such Bidder's Authorised Representative and the Procurement Lead through the contract. **All such communication, for the period of this Procurement, must be issued via the Portal.** Strictly no other forms of communication to the Contracting Authority(s) will be accepted (including telephone calls, postal queries/submissions, faxes, or email communications).
3. no Bidder, Bidder Member, or any of such Bidder's advisors, consultants or subcontractors may have *ex parte* communications with the Contracting Authority(s) or any of their employees, advisors, contractors or consultants regarding the ITT, or the Procurement, other than as expressly permitted in this ITT or through the procedures above;
4. the Contracting Authority(s) will not be responsible for or bound by any oral communication or any other information or contact occurring outside the official communication procedures specified herein.

Failure to adhere to the rules of contact during this procurement process may result in the exclusion of the organisations/individuals submitted response from participating any further within this procurement, regardless of the stage.

1. right to reject bids

Bidders acting in contravention of the provisions set out in this ITT or any other information provided by the Contracting Authority(s), may, at the sole discretion of the Contracting Authority(s), be disqualified and excluded from further participation in this Procurement

The Contracting Authority(s) reserves the right to reject or disqualify a Bidder and/or its Bidder Members where:

1. a Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the submission requirements which have been notified to Bidders.
2. the Bidder and/or its Bidder Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Procurement process.
3. the Bidder and/or its Bidder Members are guilty of material misrepresentation in relation to its application and/or the process.
4. the Bidder and/or its Bidder Members contravene any of the provisions set out in this ITT; or
5. there is a change in identity, control, financial standing, or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Bidder Members.

The disqualification of a Bidder will not prejudice any other civil remedy available to the Contracting Authority(s) and will not prejudice any criminal liability that such conduct by a Bidder may attract.

1. publicity

Bidders shall not undertake (or permit to be undertaken) at any time, whether at this stage or after execution of Contracts, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Contracting Authority(s). Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

1. PROPERTY OF THE CONTRACTING AUTHORITY(S)

All material issued in connection with this ITT shall remain the property of the Contracting Authority(s).

All documents submitted by a Bidder in response to this ITT will become the property of the Contracting Authority(s) and will not be returned to Bidders.

The copyright in the ITT is vested in the Contracting Authority(s). The ITT may not be reproduced, copied, or stored in any medium without the prior written consent of the Contracting Authority(s) other than strictly for the purpose of preparing a Bid.

1. COPYRIGHTED MATERIAL

The Contracting Authority(s) will accept copyrighted material as part of a Bid only if accompanied by a waiver that allows the Contracting Authority(s) to make paper and electronic copies as necessary for use by the Contracting Authority(s), its agents, consultants and advisors.

1. PROCUREMENT COSTS

Each Bidder and its advisers are fully responsible for all costs incurred by them arising out of or in connection with this document, their responses to this ITT and all future stages of this Procurement. The Contracting Authority(s) will not be responsible for any costs, howsoever arising (including, without limitation, any loss of profit or economic loss), incurred by any Relevant Organisation or its advisers or any other person in relation to the Procurement including, but not limited to, any cancellation or variation to the Procurement exercised by the Contracting Authority(s) in its absolute discretion.

1. right to cancel

The Contracting Authority(s) reserves the right:

1. to cancel or withdraw from this Procurement process at any stage whether in respect of all, or any of the Contracting Authorities in the Contracting Authority(s).
2. not to award a contract under this Procurement process.
3. ADDENDA & EXTENSIONS

The Contracting Authority(s) may supplement or modify conditions or requirements of the ITT at any time by issuing an Addendum. All Bidders will be sent a copy of all Addenda in electronic format via the Portal. All Addendum placed on the Portal will generate an email alert for the Bidder’s nominated Portal point of contact and the Contracting Authority(s) will assume that this Addenda has been noted and acted upon where appropriate.

Furthermore, any information additional to the ITT that the Contracting Authority(s) deems necessary to issue to an individual Bidder will be sent to the Bidder’s Authorised Representative via the Portal.

The Contracting Authority(s) may, at its own absolute discretion, extend the closing date and time for the receipt of Bids. Any extension granted will apply to all Bidders.

The Contracting Authority(s) will not consider any late Bids. Bids and/or modifications received after the Tender Deadline will not be opened.

1. tender validity

All Bids submitted by Bidders must remain open for acceptance for a period of **90** **days** from the Tender submission closing date. A Bid valid for a shorter period shall be rejected.

1. RESERVATION OF THE CONTRACTING AUTHORITY(S)’S RIGHTS

In connection with this procurement, the Contracting Authority(s) reserves to itself the right to:

1. proceed to the next highest rated Bidder or terminate this procurement if the Bidder that has been appointed as Preferred Bidder does not execute the Contract (see paragraph 2.24 below).
2. enter into the Contract with any Bidder based upon their Bid without conducting written or oral discussions.
3. reject a Bid that is not a Complete Bid.
4. modify all dates set or projected in the ITT.
5. issue Addenda.
6. seek and receive clarifications or supplements to a Bid.
7. suspend and/or terminate the Procurement at any time; and/or
8. exercise any other right reserved or afforded to the Contracting Authority(s) under this ITT and applicable law.

The Contracting Authority(s) shall have no liability to any of the participating bidders in the event that, among other things, the procurement is terminated or a bid is rejected as a result of the Contracting Authority(s) enforcing any of its reserved rights listed in this paragraph or elsewhere in the ITT documents.

1. DE-SELECTION OF PREFERRED BIDDER

Following the appointment of a Preferred Bidder, in the event that the Preferred Bidder:

1. makes a material alteration to the Bid which formed the basis of its selection as Preferred Bidder (whether as to price or any other aspect of its Bid).
2. does not comply with the requirements of this ITT.
3. in the reasonable opinion of the Contracting Authority(s), fails to make satisfactory progress towards signature of the Contract; or
4. in the case of any of the above, fails to remedy the situation to the reasonable satisfaction of the Contracting Authority(s) within a defined time period having been served notice in writing.

the Contracting Authority(s) shall be entitled to de-select the Preferred Bidder and to exclude them from any further participation in this Procurement. Under no circumstances will the Contracting Authority(s) or any of their respective advisers be liable for any costs or expenses incurred by the Preferred Bidder and/or any of its Relevant Organisations due to, or arising from, such de-selection.

In the event of the Preferred Bidder being de-selected, the Contracting Authority(s) reserves the right to re-engage with the Bidder ranked second overall in the scoring of Bidder responses against the specified evaluation criteria, provided their bid is compliant in all respects. For this reason, Bidders will be required to keep their offer open for acceptance for the remainder of the period specified at paragraph above. Appointment as reserve bidder must be accepted without qualification or amendment of the terms and conditions specified in the ITT and the Bidders response to the ITT (including any clarifications). Reserve Bidder status does not affect the statutory rights of the Bidder during the Standstill period.

3 PROCUREMENT PROCESS AND INSTRUCTIONS TO BIDDERS

1. introduction

These instructions are designed to ensure that all Bidders are given equal and fair consideration. Therefore, it is important that Bidders provide all of the information asked for and, in the format, and order specified.

Bidders should read these instructions carefully before compiling their Bid Response documents. Failure to comply with the requirements of the Bid Response may result in rejection of the Bid. Bidders are advised, therefore, to acquaint themselves fully with the extent and nature of this service and corresponding contractual obligations.

Where a Bidder intends to use sub-contractors to provide any of the Services, it will be the responsibility of the Bidder to provide such sub-contractors with all necessary information (subject to the provisions relating to confidentiality in paragraph 2.5).

Neither the Bidder, nor any of their Bidder Members, nor any of their advisors shall make contact with any employee, agent or consultant of the Contracting Authority(s) who are in any way connected with this Procurement during the period of the Procurement, unless instructed otherwise by the Contracting Authority(s).

The Contracting Authority(s) shall not be committed to any course of action as a result of:

1. issuing this ITT or any invitation to participate in this Procurement.
2. an invitation to submit any Bid Response in respect of this Procurement.
3. communicating with a Bidder or any of their Bidder Members in respect of this Procurement.

Bidders shall accept and acknowledge that by issuing this ITT, the Contracting Authority(s) shall not be bound to accept any Bid and reserve the right not to conclude a Contract for some or all of the **Services** for which Bids are invited.

1. procurement proCESS

The Contracting Authority(s) is managing this Procurement in accordance with the Public Contracts Regulations 2015 (the “Regulations”).

Some elements of the submission may require further due diligence, for example the Contracting Authority(s) may review any new financial information, such as published audited accounts or other such information that is available in the public domain, or caveats that may have been placed by the Contracting Authority(s) throughout the evaluation of the tender.

Other than where specifically stated, the ITT supersedes all previous published documentation relating to this Procurement and should be read as a stand-alone document.

In evaluating responses to this ITT, the Contracting Authority(s) will only consider information provided in response to the contents of this ITT.

3.3 ITT Bidder due diligence & clarification period

Each Bidder is required to examine carefully each document of the ITT including all information that is published on the Portal and to conduct such further due diligence review of information or investigation as it considers necessary before submitting a Bid. Consequently, Bidders must obtain for themselves, at their own responsibility and expense, all information which they consider necessary for the preparation of Bids. Bidders are solely responsible for all costs and expenses incurred in connection with the preparation and submission of their Bid and all other stages of the selection and award process. Under no circumstances will the Contracting Authority(s) or any of their advisors or representatives, be liable for any costs or expenses borne by Bidders and/or any of their Bidder Members in this process.

Bidders must form their own opinions, making such investigations and taking such advice (including professional/legal advice) as is appropriate, regarding this requirement and their Bid Response, without reliance upon any opinion or other information provided by the Contracting Authority(s) or any of their advisors and representatives. Bidders should notify the Contracting Authority(s) 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.

Bidders must complete and provide all information required by the Contracting Authority(s) in accordance with the requirements of the ITT. Failure to comply with the terms of the ITT may lead to the Contracting Authority(s) rejecting a Bid Response and excluding the bidder. By submitting a Bid, each Bidder will be deemed to have made such examination and to have satisfied itself as to the conditions to be encountered in providing the Services under the Contract.

Throughout the tendering process and as a result of the Bidder due diligence process, the Contracting Authority(s) may publish additional information using the Portal.

For the avoidance of doubt, **all** correspondence will be issued and received utilising the Portal.

* 1. bidder clarification process

The objective of the ITT Bidder clarification period is to give Bidders the opportunity to submit questions to the Contracting Authority(s) where they require clarification on the information contained in the ITT, or otherwise provided by the Contracting Authority(s), or received by the Bidder.

The Contracting Authority(s) will endeavour to respond to each clarification question received during the clarification period within five (5) working days.

**Important Note:** The Contracting Authority(s) will not accept/respond to clarification questions received after the closing date i.e. **Bidder Clarification Deadline.**

Bidders must submit clarification questions using the ITT Clarification Question Template provided at **Annex A to this ITT,** via the Portal correspondence facility. Clarification requests made outside of the Portal will not be accepted (including those made by telephone, fax, email, or postal queries).

In order to ensure equality of treatment of Bidders, but subject to the following paragraph on confidentiality of clarification questions, the Contracting Authority(s) will distribute the questions and clarifications raised by Bidders, together with the subsequent responses from the Contracting Authority(s), to all participants via the Portal. The source of each question or clarification will not be disclosed.

Bidders should indicate if a query is of a commercially sensitive or confidential nature – where disclosure of such query and the answer would, or would be likely, to prejudice its commercial interests. Bidders must set out the reason(s) for non-disclosure of the clarification question to other Bidders, however, if the Contracting Authority(s) does not either:

1. consider the query to be of a commercially sensitive; or

1. confidential nature; or
2. one which all Bidders would potentially benefit from seeing both the query and the Contracting Authority(s)’s proposed response.

they will hold at their discretion the right to refuse such a request and will inform the requesting Bidder of any such decision (without advising them of the proposed response). The Bidder will then have the right to withdraw the question or clarification.

* 1. PREFERRED bidder approval

Following identification of a Preferred Bidder/s, the Contracting Authority(s) will provide individual Contracting Authorities with a report summarising details of the evaluation for approval through their respective governance arrangements. The Contracting Authority(s) reserves the right, in their absolute discretion, not to appoint a Preferred Bidder/s.

* 1. bidder notification of evaluation outcome

Following approval of the Preferred Bidder/s, the Contracting Authority(s) will inform all Bidders of the outcome of the evaluation, via the message facility on the Portal. The information contained within the notification will be in accordance with the Public Contracts Regulations 2015 and will provide details of the Standstill Period where applicable.

* 1. contract signature

Following closure of the Standstill period, the Preferred Bidder and the Contracting Authority(s) will finalise and sign the agreed Contract. The Contracting Authority(s) will finalise the Draft Contract to incorporate information as provided by the Preferred Bidder in their Bid Response. Failure to sign the contract within 30 days may result in the contracting process being halted and any reserve bidder being appointed.

4 EVALUATION PROCESS

For the dates of the evaluation period see key dates in Table 1. The period may be extended at the sole discretion of the Contracting Authority(s).

4.1 clarification of bids

The Contracting Authority(s) during the compliance review and evaluation of bids reserves the right to request Bidders to clarify any part of their ITT Response in writing. Requests for clarification will be issued via the Portal on a standard template.

Such clarification requests will not seek to elicit additional information to that initially submitted or give Bidders an opportunity to correct incomplete or otherwise non-compliant submissions.

Bidders will be required to respond to written clarification requests within the timeframes stipulated at discretion of the Contracting Authority(s). Bidders may request additional time to respond to the Contracting Authority(s) where they can provide a justifiable reason as to why an extension to time is needed in order to submit their clarification response. The Contracting Authority(s), in their sole discretion, will decide whether to grant a further extension to the response time.

The original response to the clarification question together with the clarification response will be part of the contract.

If, in the opinion of the Contracting Authority(s), the Bidder fails to provide an adequate response to one or more points of clarification, or fails to respond in a timely manner, the Bidder may be excluded from progressing further in this Procurement.

4.2 EVALUATION PANEL

Evaluation will be carried out by a panel made up of representatives from the Contracting Authority(s) and their advisors. All evaluation panel members will have completed a Conflict of Interest and Confidentiality Declaration form prior to the start of the Procurement. This form requires evaluation panel members to disclose any actual or potential conflicts of interest and agree to treat all information regarding Bidders, Bidder Members and information contained within Bid Responses as confidential. All conflicts of interest must be resolved to the satisfaction of the Contracting Authority(s); where conflicts of interest cannot be resolved, or the panel member will not agree to treat information as confidential, the representative will not participate in the evaluation of Bids. Only evaluators authorised by the Contracting Authority(s) will have access to Bid information.

The members of the evaluation team will be subject matter experts in one or more areas and therefore may only evaluate a few questions based on their knowledge and expertise therefore bids responses may be evaluated by a Panel of experts or by individuals.

Panel members will read through the Quality Questions of the submitted bids on an individual basis noting down the Strengths and Weaknesses for each question. On completion of the individual read through, panel members will convene to discuss each Quality question and agree a score.

In evaluating Bidder Responses, the Contracting Authority(s) / Evaluation Panel will only consider information provided in response to this ITT. Any prior knowledge of the Bidder or their Bidder Members, its practice or reputation, or its involvement in existing services, projects or procurements will NOT be taken into consideration.

4.3 evaluation process

The evaluation process will be conducted to ascertain the most economically advantageous tender (MEAT). Economic advantage is interpreted as affordable value for money (VfM) which in turn, is a combination of the following criteria, in conjunction with full acceptance of the terms and conditions of Contract:

* 1. Quality - Service Delivery and Performance.
  2. Cost and Affordability.
  3. Presentation. – not scored

The split between scores (quality, finance, and demonstration) will be confirmed within the published evaluation criteria and will not be subject to any amendments during the tender process.

The evaluation of ITT responses comprises the following stages:

|  |  |
| --- | --- |
| **Stage 1** | **Preliminary compliance review**  (plus, clarifications if required) |
| **Stage 2** | **Consideration of Bids** where the evaluators individually read through the Quality Questions and comment on the strengths and weaknesses of each question within the proposal, this stage may include written clarification of responses where appropriate. |
| **Stage 3** | **Agreed Scores** panel members will convene to discuss their individual comments and agree a score for each Quality Question, this stage may include written clarification of responses where appropriate.  Bidders must achieve a minimum of 60% of the available marks on the Quality Questions in order to proceed.  **Finance Scores** those bidders achieving the minimum score on Quality will then proceed to having the finance questions scored. An authority finance representative along with a Subject Matter Expert will score any questions on value for money, looking at the breakdown of costs. Any total price questions will be scored according to the Finance Score Example.  The total of both the Quality and Finance scores will be the overall weighted score out of 100%.  **Presentation – (not scored)**  To be shortlisted for presentation: only providers that are able to mathematically score the highest, following the evaluation of the written submissions, will be brought forward to presentation. |
| **Stage 4** | **Selection of Preferred Bidder/**s (and Standstill period, where applicable) |

ITT responses will be evaluated using the process and criteria as detailed below. Bidders should note that prior to the Tender Deadline, the Contracting Authority(s) reserve the right to vary the selection and award procedure to support continued competition, avoid unnecessary bidding costs, and adhere to subsequent technical or legal guidance, or for other reasons, at their sole discretion. Any such amendments will be clearly communicated to all bidders with a supporting explanation.

In evaluating Bids, should the Bid Response fail any of the requirements set out in this ITT at any stage of the evaluation process, the Contracting Authority(s) reserve the right to disqualify the Bidder. In this event, no further evaluation of the Bid will take place and the Bidder will not be considered further in this Procurement.

**Stage 1:                Preliminary Compliance Review**

The information supplied in the Bid Response by each Bidder will be checked for completeness and compliance with the requirements of the ITT before responses are evaluated. The preliminary compliance review will check that submissions:

1. answer all questions (or explain satisfactorily if considered not applicable).
2. are inclusive of all documents set out in the ITT and are made in the format, medium and quantity requested.
3. specified word limits have not been breached. **Where there is a breach, bidders should note that excess words will NOT be included as part of the evaluation; words / embedded documents beyond the permitted limit will be struck from the responses before being passed to the Evaluation Panel. Any additional documents not requested, words exceeding the maximum limits per question, bibliographies/references and any hyperlinks and/or website links will be removed from your responses prior to being sent to the evaluation panel. Where pictures of tables, diagrams or illustrations containing words have been inserted the whole picture will be removed if the response is over the word limit.**
4. acceptance of Terms and Conditions of Contract (Pass/Fail): Bidders are required to accept the Terms and Conditions of Contract detailed in Appendix X of this ITT.

Right to negotiate - **the Contract is not subject to negotiation**.  Drafting comments or legal mark-ups of the Contract will not be accepted. Project-specific issues should be resolved via the bidder due diligence clarification process, albeit some details may need to be finalised after selection of the Preferred Bidder.  Failure to accept the Contract as per tender documentation will be considered as a Fail.

The Contracting Authority(s) reserves the right to ask Bidders to clarify and, where necessary supplement with further detail, their Bids for the purposes of finalizing such project-specific details. The Contracting Authority(s) will not be able to re-open substantive issues, however, it will be mindful of the need to conduct the Procurement in a non-discriminatory way, so as not to distort competition between Bidders.

The information supplied in the Compliance Questionnaire by each Bidder will be checked for completeness and compliance with the requirements of the ITT before responses are evaluated. Where necessary the Contracting Authority may ask the bidders for clarification on any of the answers within the Compliance Questionnaire. Please note that each question within the Compliance Questionnaire requires an answer and will state whether it is: “For information” or “Pass/Fail”. Any Bidder that “Fails” a question at this stage will not progress to the next evaluation stage. Some questions will not result in a Fail if the Bidder is not currently compliant but will be a Pass with the Condition Precedent that compliance must be satisfied prior to commencement of this service, these questions will state “Pass/Pass with Condition Precedent”.

Where, in the opinion of the Contracting Authority(s), a Bid Response is non-compliant as per evaluation criteria and this tender instruction, the Bidder may be disqualified. In this event, further evaluation of the ITT will not be undertaken, and the Bidder will not be taken any further in this Procurement process.

Clarifications may take place at the sole discretion of the Contracting Authority(s) when it is clear that documentation is missing due to a mere administrative error or similar.

The Pass/Fail Criteria questions within Appendix 9 will be reviewed and where appropriate submissions rejected at this stage.

**Stage 2:                Reading of Bids**

Each evaluator will individually read the Quality Question responses for which they are assessing and comment on the strengths and weaknesses of each quality question within the proposal.

**Stage 3:            Scoring of Quality and Finance Questions, Presentation and Clarification Questions**

**Agreed Quality Scores**

The evaluation panel members will convene to discuss their individual comments against the quality questions and agree a score for each quality question. In the event that the panel are unable to agree a consensus score then each panel member will give an individual score and the average of those individual scores will become the agreed score for that question.

The scoring will be from 0 – 5:

|  |  |  |
| --- | --- | --- |
| **Assessment** | **Score** | **Interpretation** |
| Excellent | 5 | Exceeds the requirement. Exceptional demonstration by the Bidder of the relevant ability, understanding, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response. |
| Good | 4 | Satisfies the requirement with minor additional benefits/value for money. Above average demonstration by the Bidder of the relevant ability, understanding, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response. |
| Acceptable | 3 | Satisfies the requirement. Demonstration by the Bidder of the relevant ability, understanding, resource & quality measures required to provide the services, with evidence to support the response. |
| Minor Reservations | 2 | Does not fully satisfy the requirement, with minor reservations. Some minor reservations of the Bidder’s relevant ability, understanding, resource & quality measures required to provide the services, with little or no evidence to support the response. |
| Serious Reservations | 1 | Does not satisfy the requirement, with major reservations. Considerable reservations of the Bidder’s relevant ability, understanding, resource & quality measures required to provide the services, with little or no evidence to support the response. |
| Unacceptable | 0 | Does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, resource & quality measures required to provide the services, with little or no evidence to support the response. |

Details of the Award Criteria and their respective weightings at macro, sub-macro and micro level are set out in Appendix 3.

Evaluation of Bid Reponses will be carried out on an individual question basis, i.e. at micro-level.  Bid Responses will be evaluated against the following Award Criteria:

1. Quality - Ability to meet service delivery and performance specifications, **(60%)**
2. Cost and value for money **(30%)**
3. Social Value (10%)
4. Presentation **(not scored)**

**(a)       Quality - Ability to meet service delivery and performance specifications** *(Appendix 2)*

All free text-based questions submitted in the Bid Response are scored based on the grades as detailed above.

The aim of the scoring is to establish whether the Bidder’s responses to the questions provide sufficient confidence that the proposals are deliverable to the quality standards inherent in the Specification. It is essential that Bidders appreciate that the level of confidence must be demonstrated in the quality of the responses they provide to the ITT questions and that providing answers that are clear and comprehensive will help evaluators to appraise responses.

Bidders must achieve a minimum of 60% of the available marks on the Quality Questions in order to proceed.

**Finance Scores** those bidders achieving the minimum score on Quality will then proceed to having the finance questions scored. Authority finance representative/s will score any questions on value for money, looking at the breakdown of costs. Any total price questions will be scored according to the Finance Score Example.

**(b)      Cost and Affordability**

The Contracting Authority(s) will assess whether the cost model detailed in the Commercial Offer corresponds to the service model described in the Bid Response Document. The Contracting Authority(s) reserve the right to request clarification from the Bidder on information provided.

Commercial Offers will be scored and weighted in accordance with the weightings listed at Appendix 3.

The total of both the Quality and Finance scores will be the overall weighted score out of 100%.

**(c) Presentation – not scored**

The contracting authority will invite shortlisted providers to a presentation.

To be shortlisted for presentation: only providers that are able to mathematically score the highest, following the evaluation of the written submissions, will be brought forward to presentation.

**Stage 4: Selection of a Preferred Bidder(s)**

**a) Final Scores**

The Preferred Bidder(s) will be the Bidder that offers the most economically advantageous tender (MEAT), i.e. achieves the highest combined score for service delivery/performance and cost/affordability and the demonstration, **subject to a minimum score of 60% of the available 100%.**

In the result of a tie break situation, i.e. where two or more Bidders achieve the same highest total percentage score over both Quality and Finance, the highest scoring bid for Quality will take precedence as the highest weighted element of the overall evaluation criteria.

**b) Due Diligence process**

A Due diligence process will be undertaken under the following circumstances:

* High risk, high complexity contracts and when the Integrated Support and Assurance Process is required.
* The bidder is forming a new legal entity as per tender response
* When any of the bidder responses has obtained a Pass with Caveats score.

If the preferred bidder fails the due diligence process e.g. fails to provide adequate evidence as required by the contracting authority, section 2.23 shall apply.

**c) Ratification and Award**

A ratification report will be prepared by the Procurement lead and ratified by the contracting authority(s) authorised officer(s) before a preferred bidder letter and unsuccessful letter have been sent to the Bidders.

Conditions precedent will be specified in the preferred bidder letter and/or award letter and will be part of the contract when the Bidder has to provide additional information or set up new processes or documentation as a condition to service commencement.

5 INSTRUCTIONS FOR COMPLETION OF THE ITT

5.1 Acknowledgement of ITT

Bidders are asked to confirm their intent to bid via the e-procurement portal.

5.2 FORM OF OFFER

Each Bidder **must** include a Form of Offer Letter with its Bid, which can be found at ITT Appendix 1. The Form of Offer Letter must be signed by the Bidder’s Authorised Representative.

5.3 bid submission ENTRIES

The Bid must be created in the form specified in this ITT Instructions. Failure to do so shall render the Bid Response non-compliant and it may be rejected.

A summary of Bidder actions required against each ITT Appendix is provided below.

|  |  |
| --- | --- |
| **Appendix 1** | Complete.  Upload and submit in the submission part of the Portal. |
| **Appendix 4** | Complete.  Upload and submit in the submission part of the Portal. |
| **Appendix 6** | Complete.  Upload and submit in the submission part of the Portal. |
| **Appendix 7** | Complete.  Upload and submit in the submission part of the Portal. |
| **Appendix 8** | Complete.  Upload and submit in the submission part of the Portal. |
| **Appendix 9** | Complete.  Upload and submit in the submission part of the Portal. |

Bidders must provide their final submission via the Portal no later than the **Tender Deadline (see Table 1)**. Bids may be submitted at any time before the closing date and amended as many times as necessary before publishing on the Portal in time for the Tender Deadline. Bids received before the Tender Deadline will be retained unopened until after the Deadline for receipt of Bids.

The Contracting Authority(s) does not accept any responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions. Bidders should not include in their Bid any extraneous information which has not been specifically requested in the ITT including for example, any sales literature, standard terms of trading, etc. Information that has not been specifically requested in the ITT will **NOT** be evaluated.

5.4 RESPONSE FORMAT

1. each question requires a response. Where the question is not applicable, the Bidder must write “Not Applicable” in the relevant response box and must provide an explanation as to why such question does not apply to the Bidder. Failure to do so may result in a non-compliant response and be subject to disqualification.
2. all embedded / supplementary forms must be completed where required to do so.
3. in responding to questions, Bidders should relate their responses directly to the **Services** being procured and avoid using “generic” or “model” answers or unsupported statements. The Contracting Authority(s) will give no consideration to tentative or unqualified commitments in the Bids. For example, the Contracting Authority(s) will give no consideration to phrases such as "we may," or "we are considering" in the evaluation process. Bidders should be careful to ensure that their full and qualified commitment is given wherever possible. No commitments will reflect on the evaluation of their Bid.
4. Bidders are wholly responsible for the accuracy and completeness of the information provided in response to this ITT. This includes information submitted in relation to Bidder Members.
5. in evaluating Bidder Responses, the Contracting Authority(s) will only consider information provided in each question response box, Bidders are advised not to cross refer to an answer in any other question box as this will not be considered. Bidders will only be scored on the text in the relevant question box, and not scored on any text referred to in another section.

5.5 word count LIMITS

Bidders should note the word count limits permitted for responses to individual questions, are clearly detailed in each question. Bidders must comply with the word count limits specified for each question and must NOT provide any additional material, for example policies, diagrams, flow charts or illustrations, unless specifically requested in the evaluation question.

Bidders are required to conduct their own word counts and annotate the boxes provided at each question response, see sample response box in 5.6 below.

Word counts will be verified by the Contracting Authority(s). Bidder responses that exceed the specified word limit, or provide additional documents that have not been specifically requested, will **NOT** be evaluated beyond the specified word limit:

1. words / document beyond the permitted limit will be struck from the responses passed to the Evaluation Panel.
2. Unsolicited PDF documents that breach the word limit will be struck from the evaluation as it is not possible to edit.

Where Bidders **are** required to submit attachments, diagrams, flow charts or illustrations, the text contained in these elements will NOT count towards the overall word count limit, i.e. **where Policy Documents, CV's or Job Descriptions are requested in evaluation questions, these documents are NOT included in the specified word limits** unless otherwise expressly indicated.

5.6 ITT COMMERCIAL RESPONSES

Contract price and cost data provided must be in, or converted to, GB pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.

Bidders are reminded that it is entirely their responsibility to ensure that all costs required to deliver the Services are included within the Bid price and detailed within the submitted Commercial Offer. The response to the Bidder Questions will form part of the Final Contract, therefore all documents submitted during the tender process and clarification stages must be accurate and relied upon. The Contracting Authority(s) will not accept any liability for any additional costs resulting from failure to adequately cost any elements of the Bid.

5.7 DOCUMENT FORMAT

All documentation must be in English.

Response documents must be submitted in the original format and Bidders may be eliminated from evaluation and progression in the Procurement if documents are presented in a changed format e.g. PDF. Any attachments embedded in the Bid responses, must be in a format as specified in the Table below. The Contracting Authority(s) reserves the right not to consider Bids if not submitted in the format specified.

| **File Type** | **Software Package** |
| --- | --- |
| Text based documents | Readable by Adobe Acrobat (pdf) - See paragraph 4.1 below or  Microsoft Word (97-2003 or later) |
| Spreadsheet based documents | Readable by Microsoft Excel (Version 2000 or later) |
| Graphics files | Readable by Adobe Acrobat (pdf) and/or as a JPEG and/or readable as Microsoft PowerPoint (Version 2000 or later) |

5.8 DOCUMENT REFERENCING SYSTEM

Bidders are required to clearly reference all response documents. This is to ensure that we are able to distribute your submission to the evaluation team as promptly as possible and that they are clearly able to identify the Bidder entity to record their scores for the constituent elements of your tender response.

**Important Notes:**

All documents should contain your organisation Name in the saved name of the document.

Please ensure that you reply to the questions in ITT Appendix X in the individual sections/documents in which they have been published with separate attachments where required, unless otherwise instructed.

Attachments or embedded documents should be clearly cross referenced. For example, ITT, Appendix X, Question A4, might require the submission of a Project Plan as part of the response. The document title should be based on the illustration below:

OrgName\_AppendixD­\_Q4\_ProjectPlan

Do not use hyphens (-), colons/semi colons (: / ; ) or any other characters.