Instructions to Bidders

1 About the invitation to tender ("ITT")

NHS Digital is using this System to undertake this procurement exercise. All information, Tenders, clarifications, responses and other communications will be handled through this System. This System contains embedded instructions and guidance, but if you need further assistance please access the Supplier Response Guidance which can be found in the Quick Links section of the Dashboard Landing page straight after the login page, or contact the System help desk at help@bravosolution.co.uk or, if urgent, on 0800 069 8630. We recommend that you store these contact details in case of any access problems. This System is designed to follow a standard procurement chronology, so if you cannot access an area you should check that you have completed all preceding requirements, and the specific timetable applicable to this procurement.

These instructions, together with the terminology glossary, timetable, qualification, technical and commercial envelopes and other information, forms and guidance in the requirements section of the System relevant to this procurement exercise, form the ITT.

This ITT provides Bidders with the information necessary to produce and submit a Tender which may be evaluated and subsequently used to form a Contract. It is designed to ensure that all Tenders are given equal and fair consideration. Therefore, it is important that you provide all the information requested in the format specified.

This ITT:

- asks Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
- sets out the overall timetable and process for the procurement to Bidders;
- provides Bidders with sufficient information to enable them to submit a compliant Tender (including providing templates where relevant);
- sets out the evaluation criteria that will be used to evaluate the Tenders; and
- explains the administrative arrangements for the receipt of Tenders.

You should note that this ITT has been prepared in good faith but does not purport to be a comprehensive statement of all matters relevant to the requirement. NHS Digital and its advisers do not accept any liability or responsibility for its adequacy, accuracy or completeness, nor do they make any representation or warranty, expressed or implied, with respect to the information it contains.

You are responsible for ensuring that no conflicts of interest exist between yourself and your advisers, and NHS Digital and its advisers. In particular you acknowledge that from time to time Our Solicitors act for NHS Digital, and by your continued participation in the procurement you waive any conflict rights you may have against Our Solicitors in relation to their representation of NHS Digital.

2 General Tender Information

You should complete and respond to all the sections included in this ITT, as failure to comply with them may invalidate your Tender. Any assumptions or caveats, etc. to the pricing, delivery timescales or any other aspect of your offer should also be stated.

© Health and Social Care Information Centre, 2017

You should indicate in your Tender any competitive advantage or additional added value services that you can provide, were NHS Digital to award the whole requirement on a solus basis (inclusive of any further discount).

NHS Digital does not guarantee to award any contract as a result of this competition, and also reserves the right to make an award against only part of your Tender, or to make multiple awards.

3 Decline to Tender

Should you decline to participate in this procurement exercise, this will not prohibit your participation in future tenders.

4 Tender Submission

Your Tender must be submitted in accordance with this ITT and the System user agreement which was accepted upon registering on the System (a copy of the user agreement can be found in the Quick Links section of the Dashboard Landing page straight after the login page). Note that for the purposes of this ITT any other method of delivery is not acceptable, and may invalidate your Tender. The selection of confirmation options on the forms shall be deemed to constitute the submission by you of such information or statement.

Your Tender response must include:

- a non-canvassing statement (in response to the relevant question in the qualification envelope), confirming that the Bidder has not canvassed any member or official of NHS Digital; and
- a non-collusive tendering statement (in response to the relevant question in the qualification envelope) confirming that the Bidder has not engaged in collusive tendering.

If you have submitted any previous tender using this System the responses you gave previously to the SQ questions shall be pre-populated. This does not constitute any view from NHS Digital as to the accuracy or appropriateness of such responses. You are responsible for reviewing all the pre-populated SQ responses in relation to this Tender and confirming that they are accurate and complete.

You agree that any users accessing this System using an account registered to your organisation shall act as authorised agents for and on behalf of you in submitting any Tender, clarification or response.

It is your responsibility to ensure that your Tender documents are received in full no later than the deadline specified in the timetable. Tenders may be submitted through the System at any time up to the deadline. You are entitled to submit one or more Tenders prior to the deadline, and the last Tender submitted prior to the deadline shall be the response that is considered by the Buyer in the evaluation and award process.

NHS Digital cannot be held responsible for the content of any responses that fail to transmit, fail to be received or are otherwise lost., subject to the following:

a) from time to time it may be necessary to conduct planned maintenance on the System which requires the System (or elements of it) to be taken offline ("**Planned Downtime**"). NHS Digital shall endeavour to ensure that any Planned Downtime is undertaken with minimal impact on Bidders and, where applicable, shall consider whether extensions to any deadlines in the timetable are necessary. In all instances of Planned Downtime, NHS Digital shall endeavour to ensure that Bidders are given advance notice of the

© Health and Social Care Information Centre, 2017

time and date it is scheduled to be undertaken, and the period of time (if any) the System is expected to be offline for;

b) in the event that you experience difficulties with the System caused by downtime that is not Planned Downtime ("**Unplanned Downtime**") that prevents you issuing a communication (including but not limited to any Tender, clarification or response) relating to the procurement process, you must notify the Help Desk as soon as possible, and in any event no later than 1 hour after encountering such difficulty or downtime, at help@bravosolution.co.uk or if urgent call the Help Desk on 0800 069 8630;

c) following such notification, NHS Digital, acting reasonably, will investigate the cause of such difficulty or downtime and may, at its discretion, extend the deadline for receipt of Tenders, clarifications or responses, or take any other action at deems appropriate; and

d) where the procedure described in b) above is not followed, NHS Digital reserves the right to uphold any previously existing deadline and consequences associated with it, including where applicable rejecting any Tenders, clarifications or responses.

Attachment style questions in this ITT should be submitted in English.

5 Clarifications

All clarifications relating to the subject matter of this ITT must be submitted via this System.

Responses to clarifications will be sent via this System only.

We aim to respond to all reasonable clarifications as soon as possible. If you wish NHS Digital to treat your clarification as confidential and not issue the response to all Bidders, you must state this when submitting the clarification. If, in the opinion of NHS Digital, the clarification is not confidential, NHS Digital will inform you and you will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Bidders.

The deadline for receipt of clarifications relating to this ITT is set out in the timetable.

6 Conditions Applying to this ITT and the Tender

6.1 Variant Bids

NHS Digital will not accept any variant bids in relation to this procurement exercise.

6.2 Tender Documents

All responses will be treated as confidential.

You are advised that your response may be reproduced and that no further indication or request for permission will be made. Such reproduction will be solely in connection with this procurement exercise.

We will acknowledge receipt of all Tenders received, following the deadline date.

Your Tender must demonstrate an ability to provide, administer and manage the requirement in accordance with current and known future legislation, codes of practice, best practice and other guidelines and to or exceeding the standards and requirements identified in the proposed contract documentation.

Prices and rates quoted must be fixed for the stipulated period unless price reviews are agreed. All submitted tender prices and rates must be in pounds sterling and exclusive of VAT.

Your Tender responses must include details of delivery timescales for the product(s) or solution(s) requested within this ITT.

© Health and Social Care Information Centre, 2017

You must clearly state which services are to be provided from in-house resources by your entity, and any that are to be subcontracted to group companies or third parties.

6.3 Incomplete Tenders

Your Tender may be marked down or rejected entirely if you do not provide all the information that is requested in this ITT, or if the information provided contains any ambiguities, caveats or lacks clarity. It is in your interest to ensure that the Tender is checked thoroughly before it is submitted. All decisions to reject Tenders following receipt of incomplete Tenders will be at the discretion of NHS Digital.

6.4 Acceptance of Tenders

By issuing this ITT NHS Digital is not bound in any way and does not have to accept the lowest priced, or any other, Tender.

Receipt of this ITT does not in any way imply the existence of a commitment or contract. No Tender will be deemed to have been formally accepted until the Bidder has received a formal acceptance in writing.

6.5 Period for which Tenders will Remain Valid

Unless otherwise extended by the Bidder, all Tenders shall remain valid for **90** days from the deadline for the receipt of Tenders.

6.6 Intellectual Property Rights

All intellectual property rights in this ITT are owned by NHS Digital, and its contents are confidential. Reproduction of this document, either whole or in part, is forbidden except with the express permission of NHS Digital.

You are licensed to use this ITT in accordance with these terms.

6.7 Amendments to the ITT documents

NHS Digital reserves the right to amend or vary the enclosed ITT documents at any time prior to the deadline for receipt of Tenders. Any such amendment or variation will be numbered, dated and issued by NHS Digital. Where amendments or variations are significant, NHS Digital may, at its discretion, extend the deadline for receipt of Tenders.

Bidders must not alter the format or content of the ITT documents in any way.

NHS Digital may vary the timetable at any time by issuing notice to all Bidders. Details of the timetable are available at form section 1.1 (Timetable and Glossary). See also paragraph 8 of this document.

6.8 Inducements

Offering an inducement of any kind relating to obtaining this or any other agreements with NHS Digital will disqualify your Tender from being considered and may constitute a criminal offence.

6.9 Costs and Expenses

You will not be entitled to claim from NHS Digital any costs or expenses incurred during the tender process whether or not your Tender is successful. Such costs to include costs incurred

© Health and Social Care Information Centre, 2017

in the preparation and submission of your Tender and any additional costs that you may incur if NHS Digital modifies or amends the Tender requirements.

6.10 Confidentiality

Operating fair tendering procedures relies on complete confidentiality of costing structures and any other information that may have a direct bearing on the Tender outcome. It is therefore mandatory that such information is not disclosed to any third party before the contract is awarded and Bidders are notified.

It is also mandatory that no discussion, canvassing or soliciting of NHS Digital's staff takes place, which may be deemed to have a bearing on the construction of a Tender response.

Any breach of this confidentiality may render the Tender invalid, except where information is shared with named sub-contractors (who are themselves bound by flowed-down obligations of confidentiality) or essential information to cover the requirements of either insurance companies/brokers or financial information requirements is requested by NHS Digital, prior to the official tendering process being carried out.

All information supplied by NHS Digital to you must be treated in confidence and not disclosed to third parties except insofar as this is necessary to obtain sureties or quotations for submitting the Tender. All information supplied by you to NHS Digital will similarly be treated in confidence except for the disclosure of such information with regard to the outcome of the procurement process.

NHS Digital may share information with NHS England and the Department of Health (as may be relevant), and with central government organisations as may be required in accordance with its functions.

Following the award of the Contract (if the Contract is awarded), paragraph 6.14 shall apply.

6.11 Evaluation

The tender process will be conducted so as to ensure that Tenders are evaluated fairly and equally. Any contract awarded will be awarded on the basis of the offer which is the most economically advantageous from the point of view of NHS Digital.

Tender responses will be evaluated individually and independently based on the Tender evaluation criteria included within the qualification envelope.

You may formally request a debriefing from NHS Digital if you are not successful in the procurement.

6.12 Contract

The draft Contract that NHS Digital proposes to use is included within the qualification envelope

By submitting a Tender, you agree to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

NHS Digital reserves the right:

(i) to amend the draft Contract during the procurement process;

(ii) to cancel this procurement exercise without the need for explanation where circumstances arise that would make this necessary;

(iii) not to award any contract as a result of the current procurement process; and

© Health and Social Care Information Centre, 2017

(iv) to make any changes which it may see fit to the content or structure of the procurement process.

NHS Digital may at its sole option, clarify any aspects of the Contract with the winning Bidder before final signature.

6.13 Canvassing

Any Bidder who:

(i) directly or indirectly attempts to obtain information from any member, employee, agent or contractor of NHS Digital concerning the process leading to the award of the Contract;

(ii) directly or indirectly attempts to obtain information from any member, employee, agent or contractor of NHS Digital concerning any other Bidder or proposed Bidder; or

(iii) directly or indirectly canvasses any member, employee, agent or contractor of NHS Digital concerning the award of the Contract,

may be disqualified from the tender process by NHS Digital.

6.14 Transparency

NHS Digital intends to comply with its transparency requirements by:

(i) following the publishing of this ITT, promptly publishing details of this opportunity on Contracts Finder and such details will include as a minimum: the time by which any interested supplier must respond if it wishes to be considered, how and to whom an interested supplier is to respond, with appropriate contact details and any other requirements for participating in the procurement; and

(ii) following the award of the Contract (if the Contract is awarded), promptly publishing details of the Contract and such details will include as a minimum: who has won the contract, the contract value, and (for procurements below the EU thresholds) indicate whether the winning supplier is a small business or voluntary organisation or charity.

6.15 Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither NHS Digital, its advisers, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of NHS Digital.

If a Bidder proposes to enter into a Contract with NHS Digital, it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of NHS Digital (or any other person) to enter into a contractual arrangement.

Nothing in this ITT is intended to replace or override any other limitation of NHS Digital's liability in respect of this procurement process arising from any other document (including, but not

© Health and Social Care Information Centre, 2017

limited to, the Contract and the System user agreement which can be found in the Quick Links section of the Dashboard Landing page straight after the login page) and such other limitations are intended to apply alongside those in this ITT.

7 Contract Award

NHS Digital may award Contract(s) on the basis of a Tender submitted in accordance with the instructions in this ITT.

The Contract award is subject to the formal approval process of NHS Digital. Until all necessary approvals are obtained and, where relevant, the standstill period completed, no Contract(s) will be entered into.

Once NHS Digital has reached a decision in respect of a Contract award, it will notify all Bidders of that decision and, where relevant, provide for a standstill period in accordance with Public Contracts Regulations 2015 before entering into any Contract(s).

8 Timetable

The timetable for this procurement at the time of tender publication is as set out below. It also appears in the qualification envelope.

Should it become necessary to change or amend any dates, bidders will be notified via a system broadcast message.

Activity	Dates
Supplier Skype/WebEx	7 November 2019 *
Clarification Deadline	8 November 2019 9:00am
Tender Submission Deadline	22 November 2019 9:00am
Evaluation/moderation Period	25 – 29 November 2019
Governance/approvals	By 11 December 2019
Alcatel stand-still period	13 – 23 December 2019
Award	24 December 2019
Sign contract	6 January 2020
Implementation	To 28 February 2020
Full service commencement date	1 March 2020

* Details for the Skype session will be notified to bidders via a system message.

© Health and Social Care Information Centre, 2017