

# Document 1

## ITT Process Overview

### (Procurement Method: One Stage Light Touch Regime)

#### For the Provision of:

Talking Therapy Services - Sexual Assault  
Referral Services

#### On behalf of:

NHS England – East of England

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## 1.0 INTRODUCTION AND OVERVIEW

### 1.1 Background and Context to the Procurement

NHS Arden and Greater East Midlands CSU (AGCSU) on behalf of NHS England – East of England (referred to as the Commissioner(s)) is inviting suitably qualified and experienced providers to deliver Talking Therapy Services across the East of England.

### 1.2 Objectives of the Procurement

The key objectives of the Procurement are:

- To provide immediate and short term psychological interventions to support male and female adults and children in the immediate aftermath of a sexual offence, whether the incident is subject to criminal justice proceedings, or not.
- To support improved mental health outcomes through early access to talking therapies promoting stabilisation, safety and recovery.

### 1.3 Scope of services

The Service(s) will be required to meet the requirements of the attached Service Specification.

### 1.4 Estimated Contract Value

Based on the current contract it is anticipated that the service provision resultant of this procurement will have a capped lifetime value over 2 years as below:

Lot	2 Year Period
Lot 1 - Bedfordshire (The Emerald Centre)	£145,000 (inclusive of V.A.T.)
Lot 2 - Cambridgeshire (The Elms)	£145,000 (inclusive of V.A.T.)
Lot 3 - Essex (Oakwood Place)	£145,000 (inclusive of V.A.T.)
Lot 4 - Hertfordshire (The Sunflower Centre)	£145,000 (inclusive of V.A.T.)

Lot	2 Year Period
<b>Lot 5 - Norfolk (The Harbour Centre)</b>	<b>£145,000 (inclusive of V.A.T.)</b>
<b>Lot 6 - Suffolk (The Ferns)</b>	<b>£145,000 (inclusive of V.A.T.)</b>

It is important to note here that the contract value and activity levels have been derived based on past experience. There is no guarantee that they will remain at these levels in the future. They may increase or decrease. The actual contract value and activity levels may differ during the period of service provision due to factors beyond the Commissioner(s) control such as increase/decrease in population of the local area, closure of other nearby NHS health organisations due to unforeseen reasons, patients experience/preference etc. Accordingly, the activity levels are used here for illustrative purposes only and unless otherwise stated in any tender documents issued as part of this Procurement, the Commissioners will not be held to them.

#### 1.5 **Contract Duration and Service Commencement**

As a result of this procurement exercise an agreement will be established with the successful Bidder(s) for a period of 2 years from 2<sup>nd</sup> January 2018 or later as agreed by the Commissioner.

#### 1.6 **Bidder Pool**

The Commissioner(s) wish(es) to receive responses to the ITT from suitably qualified and experienced Providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability within the requisite timescale, which is notified to Potential Bidders in the ITT) to provide the range of Services as set out elsewhere in the ITT, in a safe and effective manner. Subject to any conditions specified in the Contract or any tender documents issued in connection with the Procurement.

Potential Bidders may bid in partnership with other organisations as part of a consortium, subject to them appointing a consortium lead to act on their behalf as the lead contracting party taking overall responsibility for delivery of the service(s) in accordance with the requirements of the contract(s). [Once the deadline for the submission of the Bids has lapsed, any change to the lead bidder will be solely at the Commissioner's discretion, having regard to its obligations under the Regulations.]

#### 1.7 **Lots**

Bidders may bid for one, all or any combination of the Lots set out in in the table below.

Lot	Services Included
Lot 1	Bedfordshire (The Emerald Centre)
Lot 2	Cambridgeshire (The Elms)
Lot 3	Essex (Oakwood Place)
Lot 4	Hertfordshire (The Sunflower Centre)
Lot 5	Norfolk (The Harbour Centre)
Lot 6	Suffolk (The Ferns)

## 2.0 PROCUREMENT TIMETABLE

The following table (Table 2.1) provides a summary of the process for the Procurement of the Service(s) and an indicative timetable. Bidders should note that whilst AGCSU does not intend to depart from the timetable provided, it reserves the right to do so at any time.

**Table 2.1: Procurement Timetable**

Milestones	Date
Invitation to Tender (ITT) published	22 August 2017
Deadline for receipt of clarification questions from prospective Bidders (no later than 7 working days before the tender return closing date)	17:00hrs on 18 September 2017
Deadline for receipt of ITT submissions from Bidders	25 September 2017
Evaluation Period for evaluating ITT submissions	26 September 2017
Clarification meetings (if required)	TBA
Preferred Bidder announced and ten day standstill period commences.	16 November 2017
Advise Preferred Bidder(s) of completion of standstill period	27 November 2017
Contract award	December 2017 onwards
Service commencement	2 <sup>nd</sup> January 2018 or later as agreed with Commissioner.

## 3.0 AGCSU, INFORMATION AND CONFIDENTIALITY

The Commissioner(s) has/have instructed AGCSU to conduct the procurement exercise on their behalf. AGCSU is conducting this procurement exercise as agent for and on behalf of the principal(s) (being the Commissioner(s)) with whom the successful Bidder will ultimately enter contracts for the supply of the Service(s).

- 3.1 AGCSU will not be a party to any Contract arising from this procurement and shall incur no liability arising out of or in connection with the acts or omissions of the principal(s) in connection with such contracts.
- 3.2 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 in the format and order specified.

- 3.3 Bidders should read these instructions carefully before compiling their Bid Response documents. The Commissioner(s) reserve the right to reject any Bid which does not fully comply with the requirements for the Bid Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the service(s) being procured by this tender and the corresponding contractual obligations.
- 3.4 All material issued in connection with this ITT shall remain the property of AGCSU and/or the Commissioner(s). This Invitation and its accompanying documents shall remain the property of AGCSU and must be returned on demand.
- 3.5 The Bidder shall ensure that each and every sub-contractor, consortium member (“Bidder Member”) and advisor complies with the terms of these instructions. Failure to do so may lead to the relevant Bid being rejected by the Commissioner(s).
- 3.6 Information that is supplied to Bidders as part of the procurement exercise is supplied in good faith, however, Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Bidders of such information, unless such information has been supplied fraudulently by AGCSU. Accordingly, Bidders are not entitled to rely on any statement or representation made by AGCSU and/or the Commissioner(s), or any of their advisers.
- 3.7 All information supplied to Bidders by AGCSU in connection with this procurement exercise shall be regarded as confidential. By submitting an Offer the Bidder agrees to be bound by the obligation to preserve the confidentiality of all such information. The Bidder(s) is (are) required at all times to keep all information that they receive relating to this procurement exercise confidential. The Bidder(s) should make no announcement regarding this process without the prior written consent of the Commissioner(s). All information in relation to this procurement process provided either in writing or orally, is intended for the exclusive use of the Bidder and is provided on the express understanding that it will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the Tenderer, save for the purpose of:
- 3.7.1 Taking legal or other advice in connection with completing an ITT response; and/or
  - 3.7.2 Obtaining input from relevant organisations relevant to the Bidder’s response to this ITT; and/or
  - 3.7.3 Obtaining input from any other parties who the Tenderer demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Authority to such disclosure (which it may withhold in its absolute discretion).

in each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above. Upon written request from the Commissioner(s) and/or AGCSU, the Bidder

shall promptly provide evidence to the Commissioner(s) and/or AGCSU that such undertakings have been provided to the Bidder.

- 3.8 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 (or the procurement exercise generally), nor shall such documentation/information be used in construing any such contract. 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 in respect of this ITT or other pre-contract documentation.
- 3.9 The documents that are being published with this Invitation to Tender are\*:

**Table 3.9.1**

Document	Contents
<b>Document 1</b> (PDF) ITT Process Overview	Detailed overview of ITT process with information on assessment and award criteria
<b>Document 2</b> (PDF) Declarations Form	This provides information from the Bidders relating to legal eligibility to bid.
<b>Document 3</b> (MS Word) Contract Particulars and Schedule 2	Contract Particulars and Schedule 2 – The Services
<b>Document 4</b> (PDF) Form of Contract	The NHS Standard contract year 2017/18 will form a basis for the contract (Form of Contract) between the Commissioner and the successful bidder(s) of this tender.  Further information about The NHS Standard contract can be obtained by visiting following web link:  <a href="https://www.england.nhs.uk/nhs-standard-contract/17-18/">https://www.england.nhs.uk/nhs-standard-contract/17-18/</a>
<b>Document 5</b> (Excel/PDF) TUPE information	Not Used as a new Service

Document	Contents
<b>Document 6</b> (Excel/PDF)  Asset list	Not Used
<b>Document 7</b> (Excel/PDF)  Premises related information	Not used
<b>Document 8</b> (Word)  FOI Declaration	This provides information from the Bidders as to what is perceived as commercially sensitive information that may require exclusion from FOI requests.
<b>Document 9</b> (Word)  E&D Compliance Template	This provides information from the Bidders of their compliance to equality legislation in regards to; <ul style="list-style-type: none"> <li>• Unlawful Discrimination,</li> <li>• Complaints / Grievance Action;</li> <li>• Bullying and Harassment.</li> </ul>
<b>Document 10 (MS Word)</b>  Reference Template	Please use this document to provide references relevant to the service that is being procured.
<b>Document 11</b> (Excel)  Commercial Envelope  (Also known as Financial Template - FMT)	This is an online questionnaire that contains the Commercial/Financial questions for Bidders to respond to within the AGCSU's Bravo portal. As a part of this envelope bidders are also required to complete a spreadsheet known as Financial Model Template (FMT).
Qualification Envelope	This is an online questionnaire that contains the Qualification questions for Bidders to respond to within the AGCSU's Bravo online portal.
Technical Envelope	This is an online questionnaire that contains the technical questions for Bidders to respond to within the AGCSU's Bravo online portal.

\*if any of these documents are missing please contact AGCSU immediately using the following address: <https://ardengemcsu.bravosolution.co.uk/web/login.html>

Any further information, if any, will be communicated to you via the AGCSU BravoSolution e-tendering portal for this ITT.

## 4.0 PROCUREMENT PROCESS AND INSTRUCTIONS

AGCSU is managing this Procurement in accordance with the Public Contracts Regulations 2015 (the “Regulations”). The Service(s) is/are being procured as “Schedule 3 - Social and Other Specific Services” and AGCSU is bound only by those parts of the Regulations applying to Schedule 3 services

This Section provides an overview of the Procurement process and instructions to Bidders.

- 4.1 The Commissioner(s) shall not be committed to any course of action as a result of:
  - 4.1.1 Issuing this ITT or any invitation to participate in this Procurement.
  - 4.1.2 An invitation to submit any Bid Response in respect of this Procurement.
  - 4.1.3 Communicating with a Bidder or any of their Bidder Members in respect of this Procurement.
- 4.2 Bidders shall accept and acknowledge that by issuing this ITT the Commissioner(s) shall not be bound to accept any Bid and reserve the right not to conclude a Contract for some or all of the Service(s).
- 4.3 The Commissioner(s) reserve(s) the right to amend, add to or withdraw all or any part of this ITT at any time during the Procurement.
- 4.4 All documentation and communication shall be in English.
- 4.5 This ITT supersedes all previous published documentation.
- 4.6 In evaluating Bid Responses to this ITT from Bidders, the Commissioner(s) will only consider information provided in response to the contents of this ITT. Bidders are advised neither to make any assumptions about their past or current supplier relationships with the Commissioner(s) nor to assume that such prior business relationships will be taken into account in the evaluation process.
- 4.7 Bidders are reminded that AGCSU, at its discretion, reserves the right to vary the procurement process in order to support continued competition, avoid unnecessary costs associated with a Bid and adhere to technical, legal or commercial guidance issued subsequent to the ITT.
- 4.8 Without prejudice AGCSU reserves the right to:
  - 4.8.1 Change dates and times for each stage of the procurement process

- 4.8.2 Modify any aspect or stage of the procurement process itself and/or to introduce additional steps or stages into the procurement process in order to maximise Value for Money (VfM) solutions, innovation and/or procurement efficiencies.
- 4.8.3 Modify, update or supplement any documents/information provided to Bidders.
- 4.8.4 AGCSU shall notify the Bidders' Authorised Representative of any such changes.

## **5.0 BID SUBMISSION REQUIREMENTS**

- 5.1 The Bid must be created in the form specified. Failure to do so may render the Bid Response non-compliant and it may be rejected.
- 5.2 The Service(s) offered must be strictly in accordance with the requirements of this ITT and the documents published and any clarifications issued.
- 5.3 The response to the Declarations contained within ITT Qualification Envelope must be approved, via the AGCSU BravoSolution e-tendering portal, by the Bidder's Authorised Representative.
- 5.4 The offer and accompanying documents must be completed in full. Any offer may be rejected which:
  - 5.4.1 Contains gaps, omissions or obvious errors.
  - 5.4.2 Is received after the closing Deadline as defined in 2.1 Procurement timetable.
  - 5.4.3 Does not include responses to all questions set out in the ITT.
  - 5.4.4 Does not comply fully with the ITT requirements (in particular, but without limitation, any mandatory requirement).
- 5.5 The Commissioner(s) and AGCSU may at their own absolute discretion extend the closing date and time for the receipt of Bids.
- 5.6 Any extension granted will apply to all Bidders.
- 5.7 Bidders must submit their ITT submissions via:  
<https://ardengemcsu.bravosolution.co.uk/web/login.html> no later than the date as indicated within table 2.1 above. Bids may be submitted at any time before the closing date and amended as many times as necessary before the Deadline. Only the final bid submitted shall be considered. Bids received before the Deadline will be retained unopened and held until after the Deadline for receipt of Bids.

- 5.8 Bidders are reminded that their ITT submissions must be submitted by the deadline specified in the contract notice and the ITT, any bid submitted later than the deadline will not be accepted or considered as part of the procurement process.
- 5.9 Price and financial data provided must be in, or converted to, pounds sterling and must be inclusive of VAT. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 5.10 The Bid and any documents accompanying it must be in the English Language and in a format as specified in Table 5.10.1 below. The Commissioner(s) and AGCSU reserves the right not to consider Bids if not submitted in the format specified.

**Table 5.10.1 Acceptable document formats**

File type	Software package
Text based documents	Readable by Adobe Reader XI or earlier; or Microsoft Word 2010 or earlier
Spreadsheet based documents	Readable by Microsoft Excel 2010 or earlier
Graphics files	Readable by Adobe Reader XI or earlier and / or as a JPEG
Financial reports and Accounts	Readable by Adobe Reader XI or earlier
Zipped files	All

- 5.11 Variant Bids are not permitted.
- 5.12 Bidders are required to:
- 5.12.1 Complete Supplier registration on the government's Sid4Gov Website this information will be used as outlined in section 9.4.
- 5.12.2 Complete and provide all information required by the Commissioner(s) in accordance with the requirements of the ITT. Failure to comply with the terms of the ITT will lead to AGCSU rejecting a Bid Response on behalf of the Commissioner(s).
- 5.12.3 Bidders are reminded to include all relevant information in answer to each ITT question. The evaluation of responses will be scored solely on the basis of the information provided by the Bidder(s) in response to individual ITT questions; no other information will be taken into account in the scoring of responses that is either assumed by the Bidder(s) or referred to by the Bidder(s) as being available elsewhere, including, for example, in another part of the ITT response, submitted in response to another tender or Commissioner's prior experience of the Bidder's organisation or services.

- 5.13 Bidders must obtain for themselves, consortium members or sub-contractors, at their own responsibility and expense, all information necessary for the preparation of Bids. Bidders are solely responsible for all costs and expenses (including advisors) 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 Commissioner(s)/ AGCSU or any of their advisors or representatives, be liable for any costs or expenses borne by Bidders and/or any of their advisors, consortium members or sub-contractors in this process, arising directly or indirectly from the procurement process or termination thereof, including, without limitation, any changes or adjustments made to the procurement process or documentation or disqualification of a Bidder.
- 5.14 Neither the Commissioner(s) nor AGCSU accept any responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions. Bidders must 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.) as this will not be evaluated.

## **6.0 ITT BIDDER QUESTIONS AND ANSWERS**

- 6.1 Without prejudice to clause 8 below, a clarification question and answer process will operate during the ITT as explained below. The objective of this process is to give Bidders the opportunity to submit questions to AGCSU where they require clarification on the information provided. This is not an opportunity for Bidders to seek additional information to that already provided.
- 6.2 Without prejudice to clause 8 below, Bidders should note that no further information in addition to that provided in the ITT documentation will be provided about the Procurement at this time. Under no circumstances should Bidders approach AGCSU or the Commissioner(s), their staff or advisors seeking further information in relation to the requirements of the Procurement. Any such approaches (direct or indirect) may result in the Bidder's exclusion from further consideration in the Procurement process.
- 6.3 The Commissioner(s) rely on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider necessary in order to make decisions regarding the content of their Bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the Procurement.
- 6.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Service(s) and their Bid Response, without reliance upon any opinion or other information provided by the Commissioner(s), AGCSU or any of their advisors and representatives. Bidders should notify AGCSU 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.

- 6.5 Bidders will need to demonstrate that the Service(s) can be mobilised, delivered and managed to high standards, fully in accordance with the Specification and the requirements of this ITT.
- 6.6 Copyright - The copyright in the ITT is vested in AGCSU. Neither the ITT nor any other Document related to the Procurement process may be reproduced, copied or stored in any medium without the prior written consent of AGCSU other than strictly for the purpose of preparing a bid.
- 6.7 Disclaimer - The information contained in the ITT documentation is presented in good faith and does not purport to be comprehensive or to have been independently verified. Neither AGCSU, nor any of their advisors accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Bidder, Relevant Organisation, funders or any of their respective advisors, orally or in writing or in whatever media. Bidders, their Relevant Organisations, funders and their respective advisors must therefore take their own steps to verify the accuracy of any information which they consider relevant and are not entitled to rely on any statement or representation made by AGCSU or any of their advisors.
- 6.8 Bidders are deemed to fully understand the processes which AGCSU (and its member organisations) are required to follow under legislation both in the United Kingdom and Europe, and in particular, the Regulations.

## **7.0 BIDDER COMMUNICATION**

All communications from Bidders (including their Bidder Members) during the period of the Procurement must be directed to AGCSU via the 'messaging' area within the AGCSU online procurement portal: <https://ardengemcsu.bravosolution.co.uk/web/login.html>

Strictly no other forms of communication to AGCSU or the Commissioner(s) will be accepted (including telephone calls, postal queries/submissions, faxes or email communications).

## **8.0 QUESTIONS ABOUT THE PROCUREMENT: CLARIFICATION QUESTIONS FROM BIDDERS**

- 8.1 All requests for information about the requirements or the process of this Procurement must be submitted via the messaging area of the AGCSU online procurement portal:  
<https://ardengemcsu.bravosolution.co.uk/web/login.html>
- 8.2 Please ensure that such clarifications are made well in advance of the deadline for clarifications as indicated within table 2.1 above – this deadline allows the Commissioner(s) and AGCSU to reply to clarification questions ahead of the deadline of the ITT itself. No clarifications made outside of the AGCSU online portal will be accepted (including those made by telephone, fax, email or postal queries).

- 8.3 No further questions or requests for clarification will be accepted after the clarification date indicated within table 2.1 above.
- 8.4 In order to ensure equality of treatment of Bidders, AGCSU intends to publish the questions and clarifications raised by Bidders together with responses from the Commissioner(s) to all participants at least 5 working days before the deadline of the ITT (where possible), via the messaging area of the AGCSU online procurement portal (broadcast message). This is unless the question is deemed to be specific only to the Bidder asking the question, and is not considered relevant to the process or ITT.
- 8.5 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 to other Bidders. However, if AGCSU does not either consider the query to be of a commercially sensitive or confidential nature, or considers it a query which all Bidders would potentially benefit from seeing both the query and the Commissioner(s) response, they will hold at their discretion the right to refuse such a request and will inform the requesting Bidder of any such decision. The Bidder will then have the right to withdraw the question or clarification.
- 8.6 During the ITT bid evaluation stage, AGCSU may request written clarification from Bidders on their bid via the AGCSU online Procurement Portal (Bravo). Any requests by AGCSU for clarification on bids shall be made in writing to the relevant authorised representative. Bidders' responses will be required via AGCSU BravoSolution e-tendering portal and within a clearly set deadline as indicated within table 2.1 above, which must be adhered to.

## **9.0 FURTHER INFORMATION FROM BIDDERS**

- 9.1 Evaluators may require further information or clarification on any answers that Bidders have provided in their tender submission. Such information may be requested in writing or by way of a meeting during the Evaluation Period as indicated within table 2.1 above.
- 9.2 The confirmation of times, venue and the agenda will be prepared and issued ahead of the session via the Bravo messaging facility if your organisation is required to provide such clarification or further information.

### **9.3 Consortia and Sub-Contracting**

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a role in the delivery of the Service(s) or products under any ensuing Contract. Information must be provided in respect of each of the arrangements, together with the details of any proposed consortium structure, explaining equity participation and other roles.

#### 9.4 **Financial Standing**

Financial standing requirements for the Procurement may include but not limited to:

9.4.1 Confirmation of identity;

9.4.2 Solvency;

9.4.3 Dun & Bradstreet Rating (obtained from Bidders SID4Gov profile);

9.4.4 Dun & Bradstreet Failure Score (obtained from Bidders SID4Gov profile); and

9.4.5 Proposed business structure.

The Commissioners may seek independent financial and market advice to validate information declared or to assist in the evaluation.

#### 9.5 **Performance Security**

The outcome of the financial standing assessment may include a recommendation that some form of performance security (such as parent company guarantees, performance bond and or/collateral warranties) may be required from the Provider(s) for the Procurement. Potential Bidders will be asked to confirm their agreement to providing such security in principle in the event that it is required.

#### 9.6 **Insurance**

A comprehensive schedule of insurances that the Provider(s) will be required to obtain for the Procurement will be set out in the draft Contract. This will typically include public liability, corporate medical malpractice and certain property cover, as well as provision for clinical negligence insurance covering all staff and operational risk in the facilities from which the Provider's Services are to be provided. These required insurances are in addition to organisations' malpractice indemnity insurance.

The insurance requirements will also require the Provider(s) to ensure that:

The Commissioner(s)' interests are fully protected;

Members of the public utilising the Service(s) are fully protected to the extent that they have a valid claim against the Provider and/or the Commissioner(s); and

The Provider(s) maintains insurance, which meets at least the minimum statutory requirements.

Under the terms of the Contract, the Provider(s) will be required to indemnify the Commissioner(s) against any claims that may be made against the Commissioner(s) arising out of the provision of the Service(s) by the Provider(s). The Provider(s) shall be required to evidence prior to the commencement of the Contract(s) that they have specified insurance and risk-management arrangements are in place.

## 10.0 **IMPORTANT NOTICES AND PROCUREMENT RULES**

By signing the Bid, the Bidder and each Bidder Member warrants that, save as disclosed in writing to AGCSU with the Bid, any information supplied by it remains true and that it has:

- 10.1 Not passed a resolution, nor is it the subject of an order by the court, for the company's winding-up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has it had a receiver, manager or administrator on behalf of a creditor appointed in respect of its business or any part thereof, nor is it the subject of proceedings for any of the above procedures, nor is it the subject of similar procedures under the law of any other states;
- 10.2 Not been convicted of a criminal offence relating to the conduct of its business or profession;
- 10.3 Not been convicted of any of the offences listed in Regulation 57 "Mandatory exclusions" of the Public Contracts Regulations 2015;
- 10.4 Not been in in any of situations listed in Regulation 57 "Mandatory and discretionary exclusions for non-payment of taxes etc" or "Discretionary exclusions" of the Public Contracts Regulations 2015, subject to the exercise of Discretion, or acceptance of evidence of Self-Cleaning, on behalf of the Commissioner(s), as provided for under Regulation 57.
- 10.5 Not made any material misrepresentation in providing any of the information required in relation to ITT; and
- 10.6 Not disclosed, copied, reproduced or distributed and will not disclose, copy, reproduce or distribute any information contained in this document or supplied by AGCSU on behalf of the Commissioner(s) to any third party at any time except for the purpose of enabling a response to the ITT to be prepared.
- 10.7 **Procurement Costs**  
  
Each Relevant Organisation will be responsible for its own costs incurred throughout each stage of the Procurement process. None of the Commissioner(s), nor AGCSU or any of their advisors, will be responsible for any costs incurred by any Relevant Organisation or any other person through this process.
- 10.8 **Staff Transfers – Transfer of Undertakings Protection of Employment (TUPE)**  
  
Not applicable.

## 11.0 BIDDER ELIGIBILITY

Regulation 57 of Part 2 of the Public Contracts Regulations 2015 ("Regulation 57") (SI 2015 No 102) , sets out the grounds on which an economic operator must normally 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 offences detailed in the ITT Declarations contained within the qualification envelope on Bravo may be disqualified from the Procurement.

In addition (but without limitation) if the Bidder, or any Bidder Member, makes a misrepresentation in any part of its dealings with, or responses to AGCSU, such Bidder and/or Bidder Member may be disqualified.

## **12.0 CANVASSING**

The Commissioners and AGCSU reserve the right to disqualify (without prejudice to any other civil remedies available to the Commissioners and AGCSU 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:

- 12.1 Offers any inducement, fee or reward to any representatives or advisors of AGCSU or any of the Commissioners
- 12.2 Does anything which would constitute a breach of the Bribery Act 2010;
- 12.3 Canvasses any of the persons referred to in connection with this ITT;
- 12.4 Contacts any of the persons referred to in this document without prior to conclusion of the Contract with the Preferred 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); or
- 12.5 Otherwise attempts to influence the Procurement process and/or its outcome.

## **13.0 CONFIDENTIALITY**

Subject to the exceptions referred to in this document, the contents of this ITT are being made available by AGCSU on condition that:

- 13.1 Bidders shall at all times treat the contents of this ITT and any related documents (together called the "Information") as confidential;
- 13.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;
- 13.3 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
- 13.4 Bidders shall not undertake any publicity activity within any section of the media which utilises the Information;

- 13.5 Bidders may disclose, distribute or pass any of the Information to their Bidder Members provided that either:
- 13.5.1 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
  - 13.5.2 The Bidder obtains the prior written consent of AGCSU in relation to disclosure, distribution or passing of Information; or
  - 13.5.3 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
  - 13.5.4 The Bidder is legally required to make such disclosure.

## **14.0 FREEDOM OF INFORMATION**

- 14.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the “FOIA”), AGCSU and the Commissioner(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 Commissioner(s) and AGCSU. The Freedom of Information Act 2000 (the “FOIA”), applies to both applies to both Commissioner(s) and AGCSU.
- 14.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should:
- 14.2.1 Clearly identify such information as commercially sensitive by return of the Document 8 - FOI declaration;
  - 14.2.2 Explain the potential implications of disclosure of such information; and
  - 14.2.3 Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 14.3 Where a Bidder identifies information as commercially sensitive, the Commissioner(s) and AGCSU will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive; the Commissioner(s)/ AGCSU may be required to disclose such information in accordance with the FOIA or EIR. In particular, the Commissioner(s) and AGCSU are 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 Commissioner(s) and AGCSU cannot guarantee that any information marked ‘confidential’ or ‘commercially sensitive’ will not be disclosed.

- 14.4 Bidders should be aware of AGCSU obligations and responsibilities under the FOIA to disclose, on request, recorded information. Information provided by Bidders in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, may therefore have to be disclosed by AGCSU in response to such a request, unless AGCSU decides that one of the statutory exemptions under the FOIA applies. AGCSU may also include certain information in the publication scheme which it maintains under the FOIA.
- 14.5 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA, AGCSU may consider it appropriate to ask Bidders for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, AGCSU must comply with a strict timetable and AGCSU would, therefore, expect a timely response to any such consultation within five working days.
- 14.6 Where a Bidder receives a request for information under the FOIA or the EIR during the Procurement process, this should be immediately passed onto AGCSU and the Bidder should not attempt to answer the request without first consulting with AGCSU.
- 14.7 If Bidders provide any information to AGCSU in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which a Bidder wishes to be held in confidence, then Bidders must clearly identify in their offer documentation the information to which Bidders consider a duty of confidentiality applies. Bidders must give a clear indication which material is to be considered confidential and why you consider it to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as “commercial in confidence” is not appropriate. In addition, marking any material as “confidential” or equivalent should not be taken to mean that AGCSU accepts any duty of confidentiality by virtue of such marking. Please note that even where a Bidder has indicated that information is confidential, AGCSU may be required to disclose it under the FOIA if a request is received.
- 14.8 AGCSU cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 14.9 In certain circumstances where information has not been provided in confidence, AGCSU may still wish to consult with Bidders about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interest of any party.
- 14.10 The decision as to which information will be disclosed is reserved to AGCSU and the Commissioners, notwithstanding any consultation with your organisation.

If further information is required on how AGCSU will handle requests for information received under the FOIA, Bidders should contact:

[england.foi@nhs.net](mailto:england.foi@nhs.net)

and quote “Freedom of Information – Bravo\_Project \_808\_Provision of Talking Therapies service at 6 Sexual Assault Referral Centres” on any subject heading.

## **15.0 ACCURACY OF ITT INFORMATION AND LIABILITY**

- 15.1 Whilst the information in this ITT and supporting information has been prepared by the Commissioner(s) and AGCSU in good faith, it does not purport to be comprehensive or to have been independently verified.
- 15.1.1 Neither the Commissioner(s), nor AGCSU, nor any of their respective directors, officers, members, partners, employees, advisors, other staff or agents;
- 15.1.2 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT;
- 15.1.3 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.
- 15.2 Any persons considering making a decision to enter into a contractual relationship with the Commissioner(s) should make their own investigations and their own independent assessment of the Authorities and its requirements for the Service(s) 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 section 6 of this ITT.
- 15.3 Any Contract concluded as a result of this ITT shall be governed by English law and the exclusive jurisdiction of the English Courts.

## **16.0 NON COLLUSION**

- 16.1 The Commissioner(s) and AGCSU reserve 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:
- 16.1.1 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
- 16.1.2 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

- 16.1.3 Offers or agrees to pay or give or does pay any sum or sums of money, inducement or
- 16.1.4 valuable consideration directly or indirectly to any party for doing or having done or causing or 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 Commissioner(s) and AGCSU 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 the Services; or
- 16.1.5 Causes or induces any person to enter such agreement as mentioned or to inform the Bidder or Bidder Member of the amount or approximate amount of any rival Bid; or
- 16.1.6 Canvasses any of the persons referred to in section 12 (Canvassing) in connection with this ITT; Communicates to any party other than the Commissioner(s) and AGCSU, 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); or
- 16.1.7 Colludes in any other way.

## **17.0 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.

## **18.0 BIDDER CHANGES**

- 18.1 Bidders are subject to an on-going obligation to notify AGCSU of any material changes in their financial or other circumstances. This includes, but is not limited to, changes to the identity of sub-contractors, or the ownership or financial or other circumstances and solvency of the Bidder and any sub-contractor. AGCSU should be notified of any material change as soon as it becomes apparent.
- 18.2 Bidders are reminded that any future changes in relation to their Bidder Members must be notified to the AGCSU. Failure to notify AGCSU of any material changes or to comply with any of these provisions may lead to a Bidder being disqualified.
- 18.3 AGCSU reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the Procurement process in the event that such a change is made. In exercising their absolute discretion to either refuse or allow such a change, AGCSU may take into account whether such change is material to the delivery of the Service(s).

18.4 In the event that AGCSU is prepared to consider such a change, further evaluation of the Bidder, including its Bidder Members, is likely to be required and may result AGCSU refusing to allow the change.

## **19.0 BIDDER'S AUTHORISED REPRESENTATIVE**

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

## **20.0 AVAILABILITY OF INFORMATION TO BIDDERS**

Any information additional to the ITT which AGCSU deem necessary for a Bidder to be issued with, will be sent to each Bidder's Authorised Representative via <https://ardengemcsu.bravosolution.co.uk/web/login.html> It is the Bidder's responsibility to notify AGCSU of any change to the Bidder's Authorised Representative's name or other contact details. Bidders may request that, for convenience, electronic correspondence be copied to individuals other than the Bidder's Authorised Representative, but AGCSU accept no liability for this and will consider all information sent to the Authorised Representative to have been received by the Bidder.

## **21.0 DISQUALIFICATION OF BIDDERS**

Bidders, or the Preferred Bidder, acting in contravention of the provisions set out in this ITT or any other information provided by AGCSU, may, at AGCSU's sole discretion, be disqualified from further participation in the Procurement process (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a Bidder may attract).

For the avoidance of doubt, disqualified Bidders will be excluded from any further participation in the Procurement process and in no circumstances will AGCSU, or the Commissioner(s) or their advisors be liable for any costs or expenses incurred by the disqualified Bidder and/or its Relevant Organisations as a result, directly or indirectly, of such disqualification.

## **22.0 CONFLICTS OF INTEREST**

22.1 AGCSU requires all actual or potential conflicts of interest to be resolved to their satisfaction prior to the submission of Bids in response to this ITT. In all instances the 'Conflicts of Interest' Question in the ITT Declarations within the qualification envelope on Bravo must be completed.

- 22.2 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 AGCSU via the messaging area of the ITT on <https://ardengemcsu.bravosolution.co.uk/web/login.html>
- 22.3 Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of AGCSU may result in the disqualification of the relevant Bidder from the procurement process.

### **23.0 PUBLICITY**

Bidders shall not undertake (or permit to be undertaken) at any time, whether before 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 Commissioner(s) and AGCSU. 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.

### **24.0 RIGHT TO REJECT BIDS**

- 24.1 AGCSU reserve the right to reject/exclude or disqualify a Bidder and/or its Bidder Members where:
- 24.1.1 A Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the submission requirements which have been notified to Bidders;
- 24.1.2 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;
- 24.1.3 The Bidder and/or its Bidder Members are guilty of material misrepresentation or provides incorrect information in relation to its application and/or the process;
- 24.1.4 The Bidder and/or its Bidder Members contravene any of the provisions set out in this ITT;
- 24.1.5 The prices submitted by the Bidder and/or its Bidder members deem to be unsustainable / unrealistic;
- 24.1.6 The prices submitted by the Bidder and/or its Bidder members do not correlate to the level of service that they offer as a part of their Technical envelope (i.e. quality aspects of the bid); or

- 24.1.7 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.
- 24.2 The disqualification of a Bidder will not prejudice any other civil remedy available to AGCSU and will not prejudice any criminal liability that such conduct by a Bidder may attract.

## **25.0 RIGHT TO CANCEL OR VARY THE PROCESS**

25.1 AGCSU reserves the right:

25.1.1 To cancel or withdraw from the Procurement process at any stage whether in respect of all or any of the Commissioner(s) or otherwise, including but not limited to where there is not a minimum of three compliant Bidders;

25.1.2 Not to award a Contract under this Procurement process.

## **26.0 TENDER VALIDITY**

All Bids and Financial Model Templates submitted by Bidders must remain open for acceptance until **120 days** from the closing date for the receipt of offers (deadline for receipt of the ITT). A Bid valid for a shorter period may be rejected. Prices must be firm (i.e. not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents.

## **27.0 EVALUATION**

### **27.1 Timing**

All timings are subject to change; however the evaluation stage is anticipated to be completed in accordance with the timetable provided within the table 2.1 above.

### **27.2 Bid Clarification**

The Commissioner(s) and AGCSU reserve the right to request Bidders to clarify any part of their ITT Response in writing. Requests for clarification will be issued via <https://ardengemcsu.bravosolution.co.uk/web/login.html> on the following basis:

27.2.1 Such clarification questions will not seek to elicit additional information to that initially requested, nor give Bidders an opportunity to correct incomplete or otherwise non-compliant submissions;

27.2.2 Bidders are required to respond within the deadlines set by AGCSU to the request for clarification, unless there is a justifiable reason why a delay would

be incurred in submission of the response. AGCSU, in their sole discretion will decide whether to grant further extension of the response time; and

27.2.3 If, in the opinion of AGCSU, 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 the Procurement.

### 27.3 Evaluation Process

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

Criteria	% weighting
Quality/Clinical (Qualification and Technical Envelope)	60%
Price (FMT)	40%

The relative weightings of contract award criteria and sub-criteria are shown in table 27.13.1 below.

The Bid evaluation process covers a number of discrete stages which are outlined in section 27.10.

- 27.4 Evaluation will be carried out by a panel made up of representatives (“Evaluators”) from Commissioner(s) and their advisors.
- 27.5 Bid documents will be uploaded on to a secure software system, from which evaluation panels (evaluators) are able to view and download bid responses.
- 27.6 Evaluators will score Bidders’ answer for each question within this tender as either pass or fail or alternatively using a scale of 0 to 5 (where 0 is unacceptable and 5 is excellent) for scored questions. Each evaluator will also provide a brief rationale for the scores awarded for each question by reference to the marking scheme.
- 27.7 Only evaluators authorised by the Commissioner(s) and AGCSU will have access to Bid information.
- 27.8 ITT responses will be evaluated using the process and criteria as detailed below. Bidders should note that AGCSU and the Commissioner(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 to the extent permissible under the Regulations.

27.9 In evaluating Bids, should the Bid Response fail any of the mandatory requirements set out in this ITT and its accompanying documents at any stage of the evaluation process, the Commissioner(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 the Procurement.

#### 27.10 The Evaluation Stages

Evaluation:	Process:	Detail:
Stage 1:	Preliminary compliance review	The information supplied in the Bid Response by each Bidder will be checked for completeness and compliance.
Stage 2:	Evaluation of the Qualification Envelope	Bid responses will be evaluated against the Award criteria for the Qualification Envelope as set out in Table 27.13.1 below.
Stage 3:	Evaluation of the Technical and Commercial Envelopes	Bid Responses will be evaluated against the Award Criteria for the Technical and Commercial Envelopes as set out in Table 27.13.1 below and section 27.0 below respectively.
Stage 4:	Bidder Notification of Evaluation Outcome.	Bidders will be notified of the outcome via Bravo.

#### 27.11 Score Guide

A detailed capacity and capability assessment includes both pass/fail and scored questions as detailed on the next page.

**Table 27.11.1** – Scored questions evaluation mechanism

Assessment	Score	Interpretation
Excellent	5	<b>Exceeds the requirement.</b> Exceptional demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies /

		services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Good</b>	<b>4</b>	<b>Satisfies the requirement with minor additional benefits.</b> Some minor additional benefits by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Acceptable</b>	<b>3</b>	<b>Satisfies the requirement.</b> Demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with evidence to support the response.
<b>Minor Reservations</b>	<b>2</b>	<b>Minor reservations.</b> Some minor reservations of the Bidder's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
<b>Major Reservations</b>	<b>1</b>	<b>Major reservations.</b> Considerable reservations of the Bidder's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
<b>Unacceptable</b>	<b>0</b>	<b>Does not meet the requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.

On any question, a Score of 0 will be given no marks, whereas scores of 1, 2, 3, 4 and 5 will gain 20%, 40%, 60%, 80%, 100% respectively.

## 27.12 Commercial evaluation

Financial Template/Commercial envelope will be evaluated and scored according to the below explained method.

**Note:** It is important to note here that where innovation is evident, the commissioners may consider bids with prices in excess of the estimated contract value; however due to funding restrictions in such cases the prices provided by the bidders cannot be in excess of 5% of the estimated contract value indicated in the section 1.4 above. Bids with prices in excess of 5% over the estimated contract value will not be evaluated and they will be excluded from the procurement process. The relevant bidders will not be considered further in the Procurement.

1. First, a bid with the lowest price will be identified and it will be used as a baseline. Such bid will receive full marks i.e. 40% allocated to the financial envelope.
2. Then the price of the lowest value bid will be divided by the price of a bid whose score is to be calculated, to obtain a ratio. That ratio will then be multiplied by 40% so that marks achieved by the bid can be calculated (in percentage). In short, the formula will look like as below:

$$\text{Ratio of the bid whose score is to be calculated in comparison with the cheapest bid} = \frac{\text{Price of the lowest value bid}}{\text{Price of the bid whose score is to be calculated}} \times 40\%$$

Where all bidders' prices exceed the estimated contract value set by the commissioners; the commissioners' estimated contract value will be considered as a bid with the lowest price and all other bids will be scored against that.

**Examples:**

Please see the below example which illustrates the application of above described method (formula).

Example 1

Imagine if 3 bidders have submitted their bids with the price as below:

- Bidder A submits a bid with £90,000 as price
- Bidder B submits a bid with £100,000 as price
- Bidder C submits a bid with £120,000 as price

So the calculation will be carried out as explained within the table below:

Bidder	Price	Calculation of ratio	Score in%
Bidder A	£90,000	(£90,000/£90,000) x 40% =	40% marks
Bidder B	£100,000	(£90,000/£100,000) x 40% =	36% marks
Bidder C	£120,000	(£90,000/£120,000) x 40% =	30% marks

Example 2:

Imagine if the estimated contract value set by the commissioner is £100,000 and 2 bidders have submitted their bids with the price as below:

- Bidder A submits a bid with £105,000 as price
- Bidder B submits a bid with £120,000 as price

In this case, both bidders' prices exceed the estimated contract value set by the commissioner, so the calculation will be carried out as explained within the table below:

Bidder	Price	Calculation of ratio	Score in%
Estimated contract value set by the commissioner will be considered as a bid with the lowest price	£100,000	$(£100,000/£100,000) \times 40\% =$	40%
Bidder A	£110,000	$(£100,000/£105,000) \times 40\% =$	38.10%
Bidder B	£120,000	$(£100,000/£120,000) \times 40\% =$	33.33%  This bid price is in excess of 5% over the estimated contract value and therefore it will not be evaluated and will be excluded from the procurement process.

### 27.13 Award Criteria & Weighting

**Table 27.13.1** - The below table details the criteria and evaluation method for this ITT including weightings

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
<b>Section A - Supplier Information</b>		
[A1] to [A9] - Inclusive	For Information	For Information
<b>Section B - Bidding Model</b>		
[B1] to [B5b] - Inclusive	For Information	For Information
<b>Section C - Contact details</b>		
[C1] to [C6] – Inclusive	For Information	For Information
<b>Section D - Licensing and registration</b>		
[D1a, b] Licensing	For Information	For Information

<b>Qualification Envelope</b>		
<b>Section and Section Weighting</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Weighting</b>
[D2] Enforcement notices	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[D3a] Monitor Licence	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[D3b] Monitor Licence	For Information	For Information
[D4] Professional Registration	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[D5] CQC registration	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section E - Economic and Financial Standing</b>		
[E1a] Evidence	For Information	For Information
[E1b] Attachments	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[E2] Self-certification	Question not used	Question not used
[E3a] to [E4] – Company Information and SID4GOV	For Information	For Information
[E5] County Court Judgements (CCJs)	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[E6 ] Dun & Bradstreet Rating	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section F - Technical and Professional Ability</b>		
[F1] to [F3] - Inclusive	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section G - Insurance</b>		
[G1] Insurance	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[G2] Insurance claims	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section H - Compliance with Equality Legislation</b>		
[H1] Equity of Access	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H2] EDS2	Pass/Fail	Please refer to the qualification envelope for the evaluation

<b>Qualification Envelope</b>		
<b>Section and Section Weighting</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Weighting</b>
		criteria of this question.
[H3] WRES	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H4] Compliance with equality legislation - Unlawful Discrimination Action	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H5a] Compliance with equality legislation	For Information	For Information
[H5b] Compliance with equality legislation	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H6a, b, c] Equality & Diversity / Equal Opportunities policy	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H7a] Equity of Access	For Information	For Information
[H7b] Equity of Access	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H8a] Equity of Access - EDS2	For Information	For Information
[H8b] Equity of Access - EDS2	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[H9a] Equity of Access - WRES	For Information	For Information
[H9b] Equity of Access - WRES	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section I - Environmental Management</b>		
[I1a, b, c] Environmental Management	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section J - Health and Safety</b>		
[J1] to [J4] – Inclusive	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section K - Data Security / Information Governance</b>		
[K1] IG Toolkit	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[K2] Data Protection Registration	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[K3] NHSmail	For Information	For Information
[K4] SIRO	Pass/Fail	Please refer to the qualification

<b>Qualification Envelope</b>		
<b>Section and Section Weighting</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Weighting</b>
		envelope for the evaluation criteria of this question.
[K5] IG & Data Security	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[K6] Offshore data processing or storage	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[K7] Data Processing Agreements	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[K8] N3 link	For Information	For Information
[K9] ISO/IEC 27001 certification	For Information	For Information
<b>Section L - Workforce</b>		
[L1a, b] Compliance with legislation	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section M - Agreement to Principles of COSOP and TUPE</b>		
[M1] TUPE	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
[M2] COSOP & Fair Deal for Staff pensions	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section N - Human Resource</b>		
[N1] to [N5b]	Pass/Fail	Please refer to the qualification envelope for the evaluation criteria of this question.
<b>Section O - IM&amp;T Systems</b>		
Section not used	Section not used	Section not used
<b>Section P - Opportunity Listing</b>		
[P1a] to [P1b]	For Information	For Information

<b>Technical Envelope – total weighting 100%</b>		
<b>Sections P to W (Quality) – 60%</b>		
<b>Section X (Cost) – 40%</b>		
<b>Section and Section Weighting</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Weighting</b>

<b>Technical Envelope – total weighting 100%</b>		
<b>Sections P to W (Quality) – 60%</b>		
<b>Section X (Cost) – 40%</b>		
<b>Section and Section Weighting</b>	<b>Sub-Criteria</b>	<b>Sub-Criteria Weighting</b>
Section Q: Service Description and Delivery	Scored 0 - 5	10%
Section R : Mobilisation	Scored 0 - 5	10%
Section S: Care Pathway	Scored 0 - 5	10%
Section T: Governance and Safety	Scored 0 - 5	15%
Section U: Staff	Scored 0 – 5  Question [U1] is Pass/Fail – See Question for Criteria	5%
Section V: Equity of Access	Scored 0 - 5	5%
Section W: Local Community Experience	Scored 0 - 5	5%
<b>Section X : Financial Template and related questions</b>		
[X1] Accounts	Pass/Fail	Please refer to the technical envelope for the evaluation criteria of this question.
[X2] Financial Template	Scored	40%
[X3] Accounts	Pass/Fail	Please refer to the technical envelope for the evaluation criteria of this question.

Bidders should achieve a minimum of 60% of the total quality score in order for their bid to be considered further. In the event no bid meets this minimum standard AGCSU reserve the right to cancel the tender process.

## 28.0 MODERATION

In order to gain different perspectives the Commissioner(s) may appoint more than one evaluator to assess answers for same tender question. As a result it is important to achieve consensus between different evaluators before a final score (mark) and rationale for Bidders' each answer can be concluded. On completion of scoring answers, a meeting amongst all evaluators will be carried out for this purpose. Such meeting is commonly known as 'Moderation meeting'.

## **29.0 SELECTION OF A PREFERRED BIDDER**

29.1 Following completion of the Parts 1 to 4 inclusive (see section 27.11), and subject to meeting the requirements at each stage, a single consolidated score will be established for each Bidder. The Preferred Bidder(s) will be the Bidder(s) offering the most economically advantageous tender (MEAT), i.e. achieves the highest combined score for the quality of service delivery/performance (i.e. score for the clinical or technical questions) and cost/affordability (i.e. score for the Commercial Envelope questions).

29.2 The Commissioner reserves the right to appoint the next highest scoring Bidder as the Preferred Bidder where they are unable to award a contract to the Preferred Bidder(s) or end up revoking the contract with such Bidder due to unforeseen reasons.

## **30.0 PREFERRED BIDDER APPROVAL**

Following identification of the Preferred Bidder(s), i.e. the Bidder(s) achieving the highest total percentage score, AGCSU will provide the Commissioner(s) with a report summarising details of the evaluation for approval through their respective governance arrangements.

## **31.0 BIDDER NOTIFICATION OF EVALUATION OUTCOME**

Following approval of the Preferred Bidder by the Commissioner(s), AGCSU will inform all Bidders of the outcome of the evaluation, via the message area on Bravo.

A 10 day standstill period will be applied between communicating the award decision to all Bidders (successful and unsuccessful) and proceeding to award the contract(s).

The Commissioner(s) and AGCSU reserve the right at their absolute discretion not to appoint a Preferred Bidder or any Bidder following the conclusion of the tender evaluation.

## **32.0 CONTRACT SIGNATURE**

Following the conclusion of the standstill period and assuming a successful completion of the Preferred Bidder stage; the Commissioner(s) and the Preferred Bidder will finalise and sign the agreed Contract/s. During this stage the Preferred Bidder will work together with the

Commissioner(s)/ AGCSU to finalise the terms of the contract, in preparation for signature of the contract. Commissioner(s)/AGCSU reserve the right to re-engage with any other Bidder whose bid/s meets the required evaluation standards. The Commissioner(s)/ AGCSU reserve the right to amend the Contract to incorporate information as provided by the Preferred Bidder in their Bid Response.

### **33.0 THE CONTRACT**

- 32.1 The contract to be entered into will be in accordance with the general NHS Standard Contract 2017/18 issued by the Commissioner(s), which can be found at <http://www.england.nhs.uk/nhs-standard-contract>
- 32.2 The contract Terms and Conditions are not negotiable at any time. Bidders may seek clarification only in respect of any points of ambiguity or apparent error in the contract Terms and Conditions.
- 32.3 AGCSU will not be a party to the Contract which shall be entered into between the NHS commissioning organisation and the selected Bidder(s) and shall incur no personal liability arising out of or in connection with the acts or omissions of any Member Organisation in connection with the Contract.

### **34.0 BRAVO HELPDESK**

Should you need to contact the Bravo Helpdesk regarding system operations, details are as follows:-

- 34.1 The Bravo Helpdesk telephone number is 0800 368 4850 and is manned from 08:00 till 18:00 weekdays
- 34.2 Emails can be sent to [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) at any time of the day but responses will only be sent between 08:00 and 18:00 weekdays
- 34.3 The AGCSU BravoSolution e-tendering portal is available 24/7.

## GLOSSARY OF TERMS AND ABBREVIATIONS

<b>Term</b>	<b>Description</b>
<b>AGCSU</b>	NHS Arden and Greater East Midlands Commissioning Support Unit.
<b>The Commissioner(s)</b>	The contracting authority/ies
<b>Authorised Representative</b>	a nominated person authorised on behalf of the Bidder
<b>Bidder</b>	a single operating organisation/person that has been invited to participate in the ITT stage and is bidding for one or more Lot(s) (where relevant to this Procurement)
<b>Bidder Member</b>	a shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity
<b>Bids</b>	a bid response submitted in response to the ITT
<b>AGCSU BravoSolution e-Procurement Portal</b>	secure internet portal used by AGCSU for conducting procurements
<b>Contract</b>	a form of Contract, as detailed further in paragraph 5.1, to be entered into between the relevant Commissioner(s) and Recommended Bidder for the provision of the Service(s) (subject to the right of the Commissioner(s) not to award any Contract as a result of this Procurement)
<b>ITT</b>	Invitation to Tender for the Service(s), which is intended to be sent to Potential Bidders.
<b>MEAT</b>	Most Economically Advantageous Tender
<b>NHS</b>	National Health Service

<b>Term</b>	<b>Description</b>
<b>Potential Bidder</b>	a single operating organisation or person that is participating in the Procurement, but that has not at the relevant time been invited to respond to an ITT
<b>Provider(s)</b>	the successful Bidder(s) who have entered into a Contract with the Commissioner(s) to provide the Service(s)
<b>Preferred Bidder</b>	a Bidder who has been selected following the ITT stage to proceed to contract award.
<b>Regulations</b>	the Public Contracts Regulations 2015 (as amended from time to time)
<b>Relevant Organisation</b>	an organisation(s) or person connected with a response to a ITT and / or connected with a bid submission including (without limitation):  the Potential Bidder;  the Bidder;  the Provider;  each Bidder Member;
<b>Service(s)</b>	Providing Talking Therapy Services across Six SARC's (Sexual Assault Referral Centres)
<b>VfM</b>	Value for Money or the optimum combination of whole-life cost and quality (fitness for purpose) to meet the overall service requirement