

# Document 1

## Instructions and Guidance to Tenderers

### Invitation to Tender (ITT)

<b>Name of Contracting Authority</b>	<b>The National Health Service Commissioning Board (known as NHS England)</b>
<b>Tender for</b>	<b>Digital Maturity Assessments</b>
<b>Health Family eCommercial Portal Reference</b>	<b>C95405</b>
<b>Return Deadline</b>	<b>22 August 2022 by 12noon</b>

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## GLOSSARY

“Health Family eCommercial Portal”	means the electronic Tendering portal used by NHSE for this procurement: <a href="https://health-family.force.com/s/Welcome">https://health-family.force.com/s/Welcome</a>
“Clarifications Log”	has the meaning set out in paragraph 3.3 of this ITT.
“Contract”	means the form of contract that NHSE intends to conclude with the successful Tenderer to deliver the Requirements. A form of the Contract to deliver the Requirements is at Appendix 2 to Document 3 of this ITT.
“Contracting Authorities”	means a contracting authority as defined in the Regulation 2 of the Public Contracts Regulations 2015.
“Contracts Finder”	means the National portal created by Government for Public Sector Authorities to publish Contract Opportunities and Awards in line with their transparency commitments.
“Deadline”	means the Deadline for submission of the Tenders, as set out at paragraph 3.2 of this ITT.
“DPA”	means the Data Protection Act 2018
“EIR”	means the Environmental Information Regulations 2004
“Evaluation Criteria”	means the criteria and scoring methodology proposed to assess the Tenders, as set out in paragraph 4 of this ITT.
“FOIA”	means the Freedom of Information Act 2000.
“Invitation to Tender Questionnaire”	means the on-line questions to be completed and submitted by the Tenderers via the Health Family eCommercial Portal.
“ITT Pack”	means this ITT Pack, means all documents and information issued as part of the ITT including any Schedules and subsequent clarifications.
“Material Sub-contractor”	means a sub-contractor that is material to the delivery of the Services and on who a Tenderer intends to sub-contract with as informed by the Tenderer’s submission
“Regulations”	means the Public Contracts Regulations 2015 (SI 2015/102) as amended.
“Supplier”	Means the successful Supplier or Service Provider
“Services”	means the services being procured by NHSE under this procurement process as set out within the Statement of Requirements at Document 2 of this ITT
“Service Provider”	means a Tenderer (if any) who is successful in this ITT in being awarded and who enters into a Contract with NHSE to deliver the Services.

“Statement of Requirements”	means the detailed description of the services, including outputs, to be delivered by the Service Provider through the Contract and found at Document 2 of this ITT (and ‘Requirements’ has the same meaning).
“Supplier Response Form”	means the form located within the Health Family eCommercial Portal within which Tenderers must submit their responses to the Authority’s Tender specific questionnaires
“Supplier Information Questionnaire”	means the questionnaire that accompanies this Tender to collect important information about the Tenderer
“Tender”	means the response to the Invitation to Tender Questionnaire (and any supporting documentation) to be submitted via the Health Family eCommercial Portal by the Tenderer by the Deadline and in accordance with the requirements of this ITT.
“Tenderer”	Means a single Tendering organisation/person that has expressed an interest in this procurement and is issued with this ITT, in order to Tender to deliver the Requirements
“Threshold”	means a minimum pass mark in the Invitation to Tender Questionnaires, as stipulated in the Evaluation Criteria.
“Timetable”	means the timetable for this procurement as set out in paragraph 3.2 of this ITT, as amended from time to time at NHSE’s discretion.
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.

## 1 Introduction

- 1.1 The National Health Service Commissioning Board, commonly known as NHS England is an executive non-departmental public body of the Department of Health. NHS England was formally established on 1 October 2012, with full statutory duties and responsibilities from 1st April 2013.
- 1.2 The contracting authority will be The National Health Service Commissioning Board (known as NHS England) and this Tender will be conducted in line with their policy and procedures.
- 1.3 NHS England plays a key role in the Government’s vision to modernise the health service, as described by the Health and Social Care Act, 2012.
- 1.4 **Use of electronic Tendering system:** NHSE is utilising an electronic Tendering system to manage this procurement and communicate with Tenderers. Accordingly, there will be no hard copy documents issued to Tenderers and all communications with NHSE including the submission of Tenderers responses will be conducted via the following link:  
<https://health-family.force.com/s/Welcome>

- 1.5 Unless stated otherwise in these Instructions or in writing from NHSE, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisors) during the period of this procurement exercise must be directed via the messaging service on the portal.

## **2 Tender Particulars**

### **2.1 Contents of the Invitation to Tender**

- 2.1.1 The information contained in the ITT is designed to ensure that all Tenders are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.

### **2.2 The ITT Pack**

The ITT Pack comprises the following sections:

#### **2.2.1 Document 1 – Instructions and Guidance (this document, provided as an attachment)**

- Document 1 provides Tenderers with instructions for the preparation of submissions. It includes an outline of the procurement process, the requirements for Tender submission and the approach to Tender evaluation. Tenderers should note that Document 1 should be read in conjunction with the other documents comprising this ITT Pack and any other information provided by NHSE.
- The Tender must be submitted in the form specified in all documents issued by NHSE as part of this ITT Pack.
- Failure to do so may render the response non-compliant and it may be rejected.

#### **2.2.2 Document 2 – Statement of Requirements (provided as an attachment)**

This contains the specification for the Contract, which sets out the scope and minimum standards that Tenderers will be expected to meet in their Tenders.

- Appendix A to Document 2 – NHS T&Cs for the provision of services (contract version)

Appendix A sets out the terms and conditions for provision of services: Upon conclusion of this procurement process the preferred supplier will be required to sign an electronic version of the Contract provided in the form set out within Appendix 2 to Document 3.

### **2.2.3 Document 3 – Form of Tender (provided as an attachment).**

- The Form of Tender must be downloaded, signed, scanned and uploaded into the Health Family eCommercial Portal (Atamis Ref: C95405).

It must be signed:

- where the Tenderer is an individual, by the individual; or
- where the Tenderer is a partnership, by two partners, such persons being duly authorised for the purpose by the firm; or
- where the Tenderer is a company, by two Directors or one Director and the Company Secretary, such persons being duly authorised for the purpose.

### **2.2.4 Document 4 – Bidder Declarations (provided as an attachment).**

- The Bidder Declarations contains sections that Tenderers must provide their responses to. The responses must be authorised by an authorised signatory of their organisation.

### **2.2.5 Document 5 – Supplier Code of Conduct (provided as an attachment).**

- Document 5 sets out NHSE's supplier code of conduct. Upon conclusion of this procurement process this code of conduct will form a schedule to the resultant Supplier's Contract. Suppliers are invited to download this document, insert a social value pledge, and upload via the Authority's e-Tendering portal.

### **2.2.6 Document 6 - Questionnaire 1 –Technical and Social Value Questions.**

- Questionnaire 1 contains the ITT Stage One and Two questions to which Tenderers are to provide their method statement responses for upload via the Authority's e-Tendering portal; Tenderer responses to the specific questions relating to the Contract must also be made in accordance with the instructions provided in the document.
- Evaluation of Tenderer responses is described fully in section 4 of this instructions document.

### **2.2.7 Document 7 - Questionnaire 2 – Commercial Questionnaire (provided as an attachment).**

- Questionnaire 2 contains the Commercial (pricing) questionnaire that is to be downloaded, completed and uploaded back into the portal by Tenderers.

- NHSE reserves the right to issue supplementary documentation at any time during the Tendering process to clarify any issue or amend any aspect of the ITT. All such further documentation shall be deemed to form part of the ITT and shall supersede any part of the ITT to the extent indicated. NHSE may, in its absolute discretion, exercise the option to extend the Tendering period and postpone or change the closing date, in the event that subsequent documentation is issued or for any other reason.

#### **2.2.8 Document 8 – Questionnaire 3 - Standard Selection Questionnaire (provided as an attachment).**

- Questionnaire 3 contains the Part 1 and Part 2 of the standard Selection Questionnaire which requires a formal statement that the relevant grounds for exclusion do not apply to the potential supplier completing it, a completed form is required for each organisation the potential supplier will rely on to meet the selection criteria.
- It is mandatory for a potential supplier to complete Part 1 and Part 2 of the standard Selection Questionnaire for all procurements above EU thresholds

### **2.3 Background**

- 2.3.1 This Invitation to Tender (ITT) has been prepared by NHSE.
- 2.3.2 NHSE are looking for a Supplier for the Services described in the Statement of Requirements (Document 2 of this ITT Pack).
- 2.3.3 This procurement exercise is being carried out in accordance with NHSE's Standing Financial Instructions.
- 2.3.4 NHSE have taken reasonable care to ensure that the information provided is accurate in all material respects. However, the Tenderer's attention is drawn to the fact that no representation, warranty, or undertaking is given by NHSE in respect of the information provided in respect of this transaction and/or any related transaction.
- 2.3.5 NHSE does not accept any responsibility for the accuracy or completeness of the information provided and shall not be liable for any loss or damage arising directly or indirectly as a result of reliance on this ITT or any subsequent communication.
- 2.3.6 No warranties or opinions as to the accuracy of any information provided in this ITT Pack shall be given at any stage by NHSE.

Any person considering making a decision to enter into contractual relationships with NHSE or any other person on the basis of the information provided should make their own investigations and form their own opinion of NHSE. The attention of Tenderers is drawn to the fact that, by issuing this ITT, NHSE are in no way committed to awarding any contract and that all costs incurred by Tenderers in relation to any stage of the Tender process are for the account of the relevant Tenderer only.

In accordance with NHSE's internal financial instructions and general principles applicable to public procurement, NHSE seek best value for money in terms of the Contract reached with the successful Tenderer.

2.3.7 NHSE have endeavoured, therefore, to express as clearly as possible in this ITT the terms on which it would propose to contract with the successful Tenderer and in particular the obligations, risks and liabilities which it expects to become the responsibility of the successful Tenderer.

2.3.8 Value of the Contract

2.3.9 The fixed value of this contract is expected to be no greater than £6.7m (ex. VAT) over its 3year term.

2.3.10 The proposed contract is for an initial term of 2years, with the option to extend (at the Authority's ultimate discretion) for any period up to an additional 12months.

2.3.11 Tenderers are invited to demonstrate their commercial competitiveness as part of their submission.

2.3.12 NHSE have assessed that VAT will be payable against the contract, but recoverable. VAT will be paid at the presiding rate at the point of invoice.

## 2.4 Lots

2.4.1 This procurement is not divided into Lots

2.4.2 One Supplier is sought to provide the whole requirement and no benefit will be gained by division of the requirement into separate lots.

## 2.5 Variant Tenders

2.5.1 NHSE shall not accept Variant Tenders.

2.5.2 Suppliers attempting to qualify their bid will be asked to withdraw any qualifications/assumptions/dependencies or be excluded from the process.

## 2.6 TUPE



2.6.1 TUPE is not anticipated to be applicable.

## 2.7 Confidentiality

2.7.1 All information made available to the Tenderers by NHSE in any form relating to the Contract and the project shall be treated as confidential and shall not be disclosed to any third party without the consent of NHSE.

## 2.8 Transparency

2.8.1 Tenderers should be aware that the Government has set out the need for greater transparency in public sector procurement and that if they are awarded a Contract, these NHSE Tender documents and the resultant Contract (with appropriate redactions) will be published on the Contracts Finder website:

<https://www.gov.uk/contracts-finder>

2.8.2 NHSE is subject to the greater requirements for transparency across Government operations as updated from time to time. You are hereby formally notified that NHSE may be obliged to publish the Contract resulting from this Tendering exercise.

## 2.9 Freedom of Information

2.9.1 The FOIA, EIR, and public sector transparency policies, including the placing of contract award notices on the Contracts Finder database, apply to NHSE (together the "Disclosure Obligations").

2.9.2 You should be aware of NHSE's obligations and responsibilities under the Disclosure Obligations to disclose information held by NHSE. Information provided by you in connection with this procurement process, or with any contract that may be awarded as a result of this exercise, may therefore have to be disclosed by NHSE under the Disclosure Obligations, unless NHSE decides that one of the statutory exemptions under the FOIA or the EIR applies.

2.9.3 If you wish to designate information supplied as part of your Tender response or otherwise in connection with this Tender exercise as confidential, using any template and/or further guidance provided in Appendix A to Document 2, you must provide clear and specific detail as to:

- the precise elements which are considered confidential and/or commercially sensitive;
- why you consider an exemption under the FOIA or EIR would apply; and
- the estimated length of time during which the exemption will apply.

- 2.9.4 The use of blanket protective markings of whole documents such as “commercial in confidence” will not be sufficient. By participating in this procurement process, you agree that NHSE should not and will not be bound by any such markings.
- 2.9.5 In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that NHSE accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to NHSE, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this procurement process and/or submitting your Tender response, that all information is provided to NHSE on the basis that it may be disclosed under the Disclosure Obligations if NHSE considers that it is required to do so and/or may be used by NHSE in accordance with the provisions provision of this ITT.
- 2.9.6 Tender responses are also submitted on the condition that the appointed supplier will only process personal data (as may be defined under any relevant data protection laws) that it gains access to in performance of this Contract in accordance with NHSE’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on NHSE’s behalf in accordance with the relevant provisions of any relevant data protection laws and to ensure all consents required under such laws are obtained.
- 2.9.7 Tenderers should not unreasonably mark complete sections as commercially sensitive and even where information is marked as such the Authority may still be under a duty to disclose.

## **2.10 Non-collusion and inducements**

### **2.10.1 Any supplier which:**

- fixes or adjusts its Tender by arrangement with any other person; or
- communicates to any person other than NHSE the details of its Tender; or
- enters into any arrangement with any other person that it will cease to negotiate with NHSE; or
- offers or agrees to pay or give or does pay or give any sum of money, other inducement or consideration, directly or indirectly, to any person in respect of its Tender or the Contract (excluding details communicated to its advisors and payments made in relation to the valid remuneration of its advisors);

will be disqualified from any further involvement in this process, without prejudice to any other civil remedy that may be available to NHSE and any criminal liability that may be incurred.

## **2.11 Canvassing**

2.11.1 Any Tenderer who, in connection with the ITT:

- offers any inducement, fee or reward to any employee of NHSE or any person acting as an advisor for NHSE in connection with the procurement process; or
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- contacts any employee of NHSE about any aspect of the procurement process, except through the agreed communication channel(s) authorised in this document;

will be disqualified from any further involvement in this process, without prejudice to any other civil remedies available to NHSE and without prejudice to any criminal liability which such conduct by a supplier may attract.

## **2.12 Copyright**

2.12.1 The copyright in this ITT Pack is vested in NHSE.

2.12.2 Tenderers shall not reproduce any of the ITT Pack in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of NHSE, other than for use strictly for the purpose of preparing their Tender in relation to the procurement process. This ITT Pack and any document at any time issued as supplemental to it are and shall remain the property of NHSE and may be used by a Tenderer solely for the purpose of this procurement process and must be returned upon demand.

## **2.13 Acceptance of Contract**

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

2.13.2 The Tenderer in submitting the Tender undertakes that in the event of the Tender being accepted by NHSE and NHSE confirming in writing such acceptance to the Tenderer, the Tenderer will execute the Contract prior to contract implementation.

## 2.14 NHSE Employees

2.14.1 No employee of NHSE has the authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the Contract.

## 2.15 Publicity

2.15.1 Tenderers must obtain the express written approval from NHSE before any disclosures are made to the press or in any other public domain relating to this ITT process or any subsequent contract. No Tenderer will undertake any publicity activities with any part of the media in relation to the project without the prior written agreement of NHSE, including agreement on the format and content of any publicity. NHSE wishes to make it clear that, prior to contract award, no publicity activities of the Tenderer shall be allowed.

## 2.16 Contract term

2.16.1 The Authority proposes to enter into a Contract with one supplier for a total period of up to 3 years (2 yrs + 1 yr).

2.16.2 This procurement seeks to appoint a competent and capable supplier to deliver our specified requirements over 3 years, with a break clause (unilateral termination for convenience clause for the contracting authority) on conclusion of Year 2. The decision to progress to Year 3 will be subject to NHSE approval and formal notification.

2.16.3 The Authority reserves the right not to move to Year 3, and for the contract to end on completion of Year 2.

2.16.4 There will be no contractual provisions to extend beyond the 36 months period.

2.16.5 The anticipated service commencement date is mid October 2022.

2.16.6 The intention is to establish an NHSE only contract to cover:

- **Deliverable 1:** Deliver baseline assessments using an existing credible model to all NHS Trusts, Community Integrated Care organisations and ICSs.
- **Deliverable 2:** Deliver an Enhanced DMA covering all aspects of the What Good Looks Like (WGLL) framework and the other areas that need to be factored in.
- **Deliverable 3:** Establish a centralised data set on digital maturity that is accessible for other areas of work. (Within an NHS England-derived database.)

- **Deliverable 4:** DMA dashboards and reports covering National, ICS and Provider/Place level assessment results

2.16.7 The fixed value of this contract is expected to be no greater than £6.7m (ex. VAT) over the proposed aggregated 36month term.

## 2.17 Payment and Invoicing

2.17.1 NHSE will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NSHE must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

2.17.2 General requirements for an invoice for NSHE include:

- A description of the good/services supplied is included.
- NHSE reference number/Purchase Order number is included.
- The appointed Supplier will be expected to submit all invoices via NHSE's e-Invoicing Platform in accordance with e-Invoicing guidance or via an alternative PEPOL-compliant e-invoicing system.
- Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/>

## 3 Tender Process

### 3.1 General

3.1.1 These instructions are designed to ensure that all Tenderers are given equal and fair consideration. Please contact NHSE via the messaging service on the e-Tendering system if you have any queries.

3.1.2 Tenderers should read these instructions carefully before completing the Tender documentation. Failure to comply with these requirements for completion and submission of the Tender response may result in the rejection of the Tender. Tenderers are advised therefore to acquaint themselves fully with the extent and nature of the Requirements and contractual obligations.

3.1.3 In particular, Tenderers must ensure that they have read and fully understand Document 2 (the Statement of Requirements) prior to committing their commercial offer to NHSE. Requests for Clarifications on any aspect of this ITT can be made by following the instructions in paragraph 3.3.

3.1.4 These instructions, with other instructions issued in connection with it, constitute the conditions of the ITT. Participation in the Tender process automatically signals that the Tenderer accepts this.

- 3.1.5 The Tenderer shall ensure that each and every sub-contractor, consortium member and advisor abides by the terms of these conditions of the ITT Pack. By submitting a Tender, the Tenderer confirms that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable NHSE policies relevant to the supplies and/or services being supplied.
- 3.1.6 Copies of NHSE's policies can be found by clicking on the following link: [www.england.nhs.uk/contact-us/pub-scheme/pol-proc](http://www.england.nhs.uk/contact-us/pub-scheme/pol-proc)
- 3.1.7 NHSE shall not be committed to any course of action as a result of:
- issuing this ITT or any invitation to participate in this procurement exercise;
  - an invitation to submit any response in respect of this procurement exercise;
  - communicating with a Tenderer or a Tenderer's representatives or agents in respect of this procurement exercise; or
  - any other communication between the NHSE and any other party.
- 3.1.8 Tenderers shall accept and acknowledge that by issuing this ITT, NHSE shall not be bound to accept any Tender and reserves the right not to conclude a contract for some or all of the Requirements for which Tenders are invited.
- 3.1.9 NHSE reserves the right to vary, suspend or cancel the procurement process at any time without explanation. As stated in section 3.4.2, the Authority is not responsible for any costs incurred by Tenderers.
- 3.1.10 Tenderers should be aware that by submitting a response to this Tender they are agreeing that they are capable of performing, as a minimum, the mandatory requirements as detailed within this ITT Pack at Document 2.
- 3.1.11 Failure to comply with one or more mandatory requirements or constraints shall entitle NHSE to reject a Tender in Full.
- 3.1.12 Further, the requirements detailed within the ITT Pack and any elements of a successful Tenderers response to these requirements which are additional and not contradictory to the Requirements will form part of the Contract between the Service Provider and NHSE. This covers all mandatory requirements as well as any desirable requirements to which the Tenderer responds.

## 3.2 Timetable (Indicative)

- 3.2.1 Set out below is the proposed procurement timetable. This is intended as a guide and whilst NHSE does not intend to depart from the timetable it reserves the right to do so at any stage.

Date 2022	Activity
22 July	Contract Notice published on <a href="#">the Find a Tender Service</a> and <a href="#">Government Contracts Finder</a> Websites. Clarifications period starts.
w/e 29 July	Supplier Briefing (MS Teams details to follow)
10 August at 5pm	Deadline for receipt of Bidder clarifications
<b>22 August by 12noon</b>	<b>Deadline for Tender returns</b>
22 – 26 August	Evaluation - shortlisting for clarification interviews/presentations
w/e 2 September	Bidder clarification interviews/presentations (if required)
2 September	Panel consensus scoring post presentations - Final
5 – 13 Sep	Internal governance contract award ratification and approval
Mid-September	Contract Award Notification
<b>Late-September</b>	<b>10-day standstill period</b>
w/c 3 <sup>rd</sup> October	Contract commence

### 3.2.2 Bidder Presentations (if required)

- Maximum of 3 shortlisted Bidders will be invited to a Bidder Presentation event.
- Shortlisting shall be the three highest-scoring (price%+quality%).
- Bidder's presentations will be treated as a 'clarification event' and therefore the impact on the evaluation process will be limited to a +1 or a –1 to the preceded Panel consensus scores per criteria.
- Further instructions on the format and timings of Bidder Presentations will be confirmed at least one week before the event date.
- The Authority reserves the right **not** to host a Bidders Presentation event and move straight to appointment of a preferred bidder following evaluations.

### 3.3 Clarifications relating to this Tender

- 3.3.1 Please read this ITT carefully. All requests for clarification about the requirements or the process of this procurement exercise shall be made in accordance with this section.
- 3.3.2 NHSE will endeavour to answer all questions as quickly as possible but cannot guarantee a minimum response time.
- 3.3.3 Clarification requests must be submitted via the messaging service on the Health Family eCommercial Portal.



- 3.3.4 No further requests for clarifications, unless considered by the Authority to be fundamental to the procurement, will be accepted after the query submission Deadline specified in the timetable at paragraph 3.2 'Timetable'.
- 3.3.5 In order to ensure equality of treatment of Tenderers, NHSE intends to publish the questions and clarifications raised by Tenderers together with NHSE's responses (but not the source of the questions) to all participants on a regular basis.
- 3.3.6 Tenderers should indicate if a query is of a commercially sensitive nature where disclosure of such query and the answer would or would be likely to prejudice its commercial interests. However, if NHSE at its sole discretion does not either; consider the query to be of a commercially confidential nature or one which all Tenderers would potentially benefit from seeing both the query and NHSE's response, NHSE will:
- invite the Tenderer submitting the query to either declassify the query and allow the query along with NHSE's response to be circulated to all Tenderers; or
  - request the Tenderer, if it still considers the query to be of a commercially confidential nature, to withdraw the query.
- 3.3.7 NHSE reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that request would or would be likely to prejudice its commercial interests.

#### **3.4 Preparation of Tender**

- 3.4.1 Information that is supplied to Tenderers as part of the procurement exercise is supplied in good faith. Tenderers 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 Tenderers of such information.
- 3.4.2 Tenderers must obtain for themselves at their own responsibility and expense all information necessary for the preparation of Tenders, whether before or after the closing date and whether incurred directly by them or their advisors and regardless of whether such costs arise as a consequence directly or indirectly of any amendments made to this ITT by NHSE at any time. Tenderers are solely responsible for the costs and expenses incurred in connection with the preparation and submission of their Tender and all other stages of the selection and evaluation process. Under no circumstances will NHSE, or any of their advisors, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisors in this process.
- 3.4.3 For the avoidance of doubt, NHSE shall have no liability whatsoever to Tenderers for the costs of Tendering.



### 3.5 Submission of Tenders

- 3.5.1 Tenderers must ensure that their Tender covers all the information required by this ITT. A check list of return requirements is set out in paragraph 3.5.14.
- 3.5.2 Tenderers must complete their Tenders within the Health Family eCommercial Portal. Failure to do so may render the response non-compliant and it may be rejected.
- 3.5.3 In evaluating Tenders, NHSE will only consider information provided via the Portal.
- 3.5.4 Tenderers should not assume that NHSE has any prior knowledge of the Tenderer, its practice or reputation, or its involvement in existing services, projects or procurements.
- 3.5.5 If there are any questions that do not apply to a Tenderer, please answer with N/A and an explanation where appropriate.
- 3.5.6 Where any section of the ITT indicates a word or page limit, any response will be reviewed to that word or page limit and any additional information beyond that word or page limit will not be considered.
- 3.5.7 Tenderers must adhere to the question length requirements in their response to each question.
- 3.5.8 Tenders must not be qualified in any way. Any attempt to qualify any of the provisions of this ITT including its schedules may result in a Tenderer being disqualified as non-compliant.
- 3.5.9 NHSE may at its own absolute discretion extend the Deadline for receipt of Tenders specified in the timetable. Any extension to the Deadline granted under this paragraph will apply to all Tenderers.
- 3.5.10 Tenders must be submitted via the Health Family eCommercial Portal no later than the ITT submission Deadline specified in paragraph 3.2 'Timetable'. Tenders may be submitted at any time before the Deadline.
- 3.5.11 Tenders received before this Deadline will be retained unopened until the opening date.
- 3.5.12 Price and any financial data provided must be submitted in or converted into pounds sterling. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided. Tender pricing must be provided excluding Value Added Tax.

3.5.13 NHSE does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

3.5.14 NHSE requires the following documents to be submitted as a minimum for your Tender to be accepted (via the portal):

- Completed and signed Form of Tender – Document 3.
- Completed and signed Bidder Declarations – Document 4.
- Completed and signed Supplier Code of Conduct – Document 5.
- Questionnaire 1\_Technical Response – Document 6
- Questionnaire 2\_Commercial Response – Document 7
- Questionnaire 3\_Standard Selection Questionnaire - Document 8
- Any other information required by NHSE to be submitted as part of the Tender.

3.5.15 Tenderers should not include in the Tender any extraneous information which has not been specifically requested in the ITT including, for example, any sales or marketing literature, standard terms of trading etc.

3.5.16 Your Tender response is submitted on the basis that you consent to NHSE carrying out all necessary actions to verify the information that you have provided; and the analysis of your Tender response being undertaken by one or more third parties commissioned by NHSE for such purposes.

3.5.17 A Tender or any other document requested by NHSE may be rejected which:

- contains gaps, omissions, misrepresentations, errors, uncompleted sections, or changes to the format of the Tender documentation provided.
- contains handwritten amendments which have not been initialled by the authorised signatory.
- does not reflect and confirm full and unconditional compliance with all of the documents issued by NHSE forming part of the ITT.
- contains any caveats or any other statements or assumptions qualifying the Tender response that are not capable of evaluation in accordance with the evaluation model or requiring changes to any documents issued by NHSE in any way.
- is not submitted in a manner consistent with the provisions set out in this ITT; and
- is received after the Deadline.

3.5.18 NHSE shall have the right to disqualify you and your Tender response from the procurement process at any stage if it becomes aware of any omission or misrepresentation in your response to any question or in the event that there are material changes to a position/information set out in any aspect of your response to the Supplier Information Questionnaire, Tender response or other response made following a request by NHSE. For the avoidance of doubt, NHSE may check

that there have not been any material changes to the information provided or the positions outlined in your response at any stage and, in the event of any change, NHSE reserves the right to disqualify you based on an assessment of the updated information.

3.5.19 NHSE may, at any stage in the procurement process, require you to provide evidence to verify statements made by you in any response to the Supplier Information Questionnaire, Tender response or other response made following a request by NHSE and reserves the right to disqualify you where such evidence and verification cannot be provided or is not provided within the timescale specified by NHSE.

### **3.6 Amendments to Tender documents**

3.6.1 At any time prior to the Deadline for the receipt of Tenders, NHSE may amend the information provided to, or to be submitted by, Tenderers. In order to give Tenderers reasonable time in which to take the amendment into account in preparing their submissions, NHSE may, at its sole discretion, extend the Deadline for receipt of Tender submissions.

3.6.2 NHSE reserves the right to:

- amend the ITT documents or requirements on Tenderers.
- cancel the procurement process at any stage; and/or
- require the Tenderer to clarify its Tender submission in writing and/or provide additional information (See paragraph “Clarifications of ITT questions by Tenderers” for more details).

### **3.7 Tender validity**

3.7.1 Tenders shall remain valid for 90 days from the Deadline for Tender submission.

## **4 Tender Evaluation & Methodology**

### **4.1 Qualification**

4.1.1 ITT Stage One Questions will then be evaluated to ensure Tenderers have a minimum level of suitability in order to meet the Requirements.

### **4.2 ITT Stage One and Stage Two Questions**

4.2.1 **ITT Stage One Questions** – Tenderers will respond to a set of questions or tasks to show how they meet NHSE’s selection criteria. Tenderers will be scored in relation to those criteria using the following scale:

Score	Interpretation
<b>PASS</b>	The Tenderer demonstrates relevant ability, understanding, experience, skills, resource and quality measures required to provide the services.
<b>FAIL</b>	The Tenderer does not demonstrate relevant ability, understanding and experience and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource and quality measures required to provide the services.

The authority may elect to disqualify any Tenderer which scores a FAIL for any stage one question, to ensure only Tenderers that meet the minimum requirement (criteria) are taken forward to ITT Stage Two.

**4.2.2 ITT Stage Two Questions** - Tenderers will respond to a set of questions or tasks to show how they meet the Authority's Technical and Social Value award criteria. Tenderers will be scored in relation to those criteria using the following scale:

Score	Interpretation
<b>4 Excellent</b>	The Tenderer's response provides full confidence that the Tenderer understands and can deliver the requirements well and addresses all requirements set out in the question.  The Tenderer's response includes value added elements of benefit to the Requirement.
<b>3 Good</b>	The Tenderer's response provides a good level of confidence that the Tenderer understands and can deliver the services and the Tenderer's response addresses all or most of the requirements set out in the question.
<b>2 Satisfactory</b>	The Tenderer's response provides a satisfactory level of confidence that the Tenderer understands and can deliver the services and the Tenderer's response addresses at least some of the requirements set out in the question. However, the response is lacking in some areas.
<b>1 Poor</b>	There are weaknesses (or inconsistency) in the Tenderer's understanding of the services and the Tenderer's response fails to address some or all of the requirements set out in the question.
<b>0 Unacceptable</b>	No response and/or information provided is deemed inadequate to merit a score.

#### 4.3 Evaluation of Tenders

- 4.3.1 The ITT Stage One submission (uploaded at the portal) will be evaluated to ensure Tenderers have a minimum level of suitability in order to undertake the commission. Tenderers will respond to three questions to show how they meet the selection criteria.
- 4.3.2 Evaluators will only assess the ITT Stage Two submission from Tenderers that have met the minimum requirements (a PASS for all six questions) at the ITT Stage One (Questionnaire 1). Evaluation will cease for those that are unsuccessful at ITT Stage One.
- 4.3.3 Section 5 (enclosed at the end of this document) provides a worked example of how this will happen in practice.
- 4.3.4 The overall aim of the evaluation process is to select the Tender that is the most economically advantageous to NHSE, having regard to NHSE's overall objectives and the criteria set out below.

Criteria and Sub-Criteria	Weighting
<b>Technical</b>	<b>60%</b>
<ul style="list-style-type: none"> <li>Team and Implementation – 10%</li> <li>Service Delivery and Quality Assurance – 12%</li> <li>Project Methodology and Timescales – 10%</li> <li>Risk Management – 8%</li> <li>Data Management and Information Governance – 8%</li> <li>Previous relevant experience – 12%</li> </ul>	
<b>Social Value</b>	<b>10%</b>
<ul style="list-style-type: none"> <li>In-line with NHS Social Value model and policy</li> </ul>	
<b>Commercial – Fixed Pricing</b>	<b>30%</b>
Requirements for Year 1 – 20% Requirements for Year 2 - 5% Requirements for Year 3 – 5%	
<b>Total</b>	<b>100%</b>

- 4.3.5 NHSE will offer the commission to the Tenderer with the highest overall score that meets the minimum non-price technical and social value criteria requirements.
- 4.3.6 A breakdown of selection criteria (stage one questions) is set out at **Document 6\_Technical Method Statements**.

#### 4.4 Methodology

- 4.4.1 The following evaluation methodology will be used to score the ITT Stage Two responses to Tenders (Technical and Social Value):

4.4.2 The Authority will reject any Tender which does not meet the overall threshold of 60% in respect of all non-price award criteria. That is to say, the Authority will reject any Tender that scores below 42 out of 70 against the non-price award criteria.

4.4.3 A breakdown of non-price award criteria and sub-criteria (stage two questions) along with their weightings is set out at **Document 6\_Technical Method Statements**.

4.4.4 Attachments including diagrams, CVs and org. charts requested as part of the tender may be submitted separately via the Health Family eCommercial Portal. Any attachments that are submitted should accompany and supplement the response where required to add clarity.

4.4.5 However attachments must not be used as an opportunity to circumvent the word count and incorporate full sentences of additional narrative.

4.4.6 If the Authority considers that a Tenderer has used an attachment to this end, the attachment will be disregarded and not shared with the Tender Assessment Panel for consideration when scoring. Any attachments submitted must clearly identify the question number they relate to.

#### 4.5 **Price Evaluation**

4.6 The price evaluation has been sub-divided into three sections, to align to the elements of the contract.

4.7 The weighting allocated to commercial criteria will be 30% of the total contract award criteria.

4.8 Tendered prices are capped at £6.7m (ex VAT). Any Tender received which exceeds this capped maximum Tender price will be treated as non-compliant and NHSE reserve the right to reject and not evaluate such Tenders against any other aspect of the contract award criteria.

4.9 Where NHSE considers a Tenderer to have submitted an abnormally low bid in relation to the requirement, NHSE reserves the right to seek clarification from the Tenderer as to how the Tenderer's bid has been priced.

4.10 Where NHSE considers that the explanation by the Tenderer is insufficient to justify that the abnormally low bid is sustainable, then NHSE may, at its discretion, reject the Tenderer's submission as being abnormally low.

#### 4.11 **Commercial Weighted Score and Pricing**

4.12 For the commercial element, Tenders will be evaluated using the Lowest Price Inverse Proportion (LPIP) methodology.

4.13  $\text{Weighted Score} = \text{Lowest Cost} \times \text{Price Weighting} / \text{Tender Cost}$

4.14 Appendix A provides an example of how all scoring methodology will work in practice.

#### 4.15 **Total Score**

4.15.1 A Tenderer's Total Score will be = Tenderer's Weighted Technical Score + Tenderer's Weighted Social Value Score + Tenderer's Weighted Commercial Score.

4.15.2 A Tenderer's Total Score is out of a maximum total of 100.

4.15.3 A Tenderer's Weighted Technical Score is out of a maximum total of 60.

4.15.4 A Tenderer's Weighted Social Value Score is out of a maximum total of 10.

4.15.5 A Tenderer's Weighted Commercial Score is out of a maximum total of 30.

4.15.6 **Rounding:** Once a Tenderer's Weighted Technical and Weighted Social Value Evaluation Scores have been calculated they will be rounded to two decimal places. Rounding of scores for the non-price assessment will not occur before this point.

4.15.7 **Rounding:** Tenderers Weighted Commercial Score will be rounded to 2 decimal places.

## Section 5: Worked Evaluation Example

### ITT Stage One Questions – Example A

#	Question	Scoring and Threshold	Consensus Score
1	Do you have digital maturity assessment methodology and associated experience in rolling out assessments in health and care settings in the last 3years?	PASS/FAIL	PASS
2	Is your product, data management and reporting infrastructure in place to initiate digital maturity assessments for all user groups identified in the SoR?	PASS/FAIL	PASS
3	Do you have resource capacity in place to deliver the October 2022 milestone and beyond?	PASS/FAIL	PASS
4	Please confirm that you have reviewed and are willing to accept the NHS Ts&Cs without any amendments.	PASS/FAIL	PASS
5	Do you comply with all requirements listed in section 3.1.12 Cyber Security and Information Management from the SoR.	PASS/FAIL	PASS



**Outcome:** Tenderer has successfully met the required minimum level of suitability for ITT Stage One questions. Evaluators will evaluate the ITT Stage Two submission from the Tenderer as they have met the minimum requirements at the ITT Stage One.

### ITT Stage One Questions – Example B

#	Question	Scoring and Threshold	Consensus Score
1	Do you have digital maturity assessment methodology and associated experience in rolling out assessments in health and care settings in the last 3 years?	PASS/FAIL	FAIL
2	Is your product, data management and reporting infrastructure in place to initiate digital maturity assessments for all user groups identified in the SoR?	PASS/FAIL	PASS
3	Do you have resource capacity in place to deliver the October 2022 milestone and beyond?	PASS/FAIL	PASS
4	Please confirm that you have reviewed and are willing to accept the NHS Ts&Cs without any amendments.	PASS/FAIL	PASS
5	Do you comply with all requirements listed in section 3.1.12 Cyber Security and Information Management from the SoR.	PASS/FAIL	PASS

**Outcome:** Tenderer has not met the required minimum level of suitability for ITT Stage One questions. Evaluators will not go on to evaluate the ITT Stage Two submission from the Tenderer as they have not met the minimum requirements at the ITT Stage One. Evaluation will cease for the unsuccessful Tenderer at ITT Stage One.

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## ITT Stage Two Questions – Example

Question	Question weight	Tender X Score	Tender X Weighted Score	Tender Y Score	Tender Y Weighted Score	Tender Z Score	Tender Z Weighted Score
1	10%	4	10	1	2.5	4	10
2	12%	2	6	2	6	4	12
3	10%	4	10	1	2.5	3	7.5
4	8%	3	6	3	6	4	8
5	8%	4	8	3	6	4	8
6	12%	3	9	1	3	3	9
7	10%	4	10	1	2.5	3	7.5
<b>Total Score (non-Price)</b>			<b>59%</b>		<b>28.5%</b>		<b>62%</b>

**Outcome:** Tenderer X and Tenderer Z have successfully met the required minimum thresholds for ITT Stage Two questions and achieved a Weighted non-Price Scores (Technical and Social Value) of 59% and 62% respectively.

Evaluators will evaluate the Commercial submissions from Tenderer X and Tenderer Z as they have both met the minimum thresholds at the ITT Stage Two.

Tenderer Y has not met the required minimum threshold for ITT Stage Two questions. Evaluators will **NOT** go on to evaluate the Commercial submission from Tenderer Y as they have not met the minimum threshold at the ITT Stage Two. Evaluation will cease for the unsuccessful Tenderer Y at ITT Stage Two.

## ITT Commercial Questions – Example

			Tenderer X		Tenderer Z	
Price Description	Capped Budget	Weighting	Price	Weighted Score	Price	Weighted Score
Requirements for Year 1	£3,401,428	10%	£3,215,200	20%	£3,372,125	19.07%
Requirements for Year 2	£1,649,286	5%	£1,635,400	4.92%	£1,610,325	5%
Requirements for Year 3	£1,649,286	5%	£1,529,200	5%	£1,612,500	4.74%
<b>Weighted Commercial Score</b>	<b>£6,700,000</b>	<b>30%</b>	<b>£6,379,800</b>	<b>29.92%</b>	<b>£6,594,950</b>	<b>28.81%</b>

**Outcome:** Tenderer X and Tenderer Z have both submitted prices within the capped maximum budget range across all phases and neither Tender is considered abnormally low, therefore neither Tenderer X nor Tenderer Z have submitted a Tender which is non-compliant on this basis and neither Tenderer X nor Tenderer Z's Tenders will be rejected on this basis.

Tenderer X and Tenderer Z will have their Weighted Commercial Scores added to their Weighted Quality Score to ascertain which Tenderer will be recommended for Contract award.

### ITT Total Score – Example

	Tenderer X	Tenderer Z
Weighted Technical Score (60%)	49.00%	54.50%
Weighted Social Value Score (10%)	10.00%	7.50%
Weighted Commercial Score (30%)	29.92%	28.81%
<b>Total Score (100%)</b>	<b>88.92%</b>	<b>90.81%</b>

**Outcome:** The Total Score achieved by Tenderer Z is higher than the total score achieved by any other compliant Tender. Tenderer Z will be recommended for contract award.

Nb. The recommendation will be subject to approval via NHSE's governance process.

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END