Royal Berkshire NHS Foundation Trust

Invitation to Tender (ITT):

For The Design and Build of The New ICS Elective Urology Block

5th February 2024

DOCUMENT 1

INSTRUCTIONS TO BIDDERS & TERMS OF TENDER

1. **TENDER DOCUMENTS**
	1. Tenders shall be submitted in accordance with the following instructions.
	2. All pages of the tender shall be sequentially numbered (including any forms to be signed and returned).
	3. The Bidder is expected to examine all of the instructions, forms, Terms and Conditions and specifications that comprise the tender documents. Unless all of the information required is provided by the Bidder, the tender may be rejected.
	4. All specifications, plans, drawings, samples and patterns issued in connection with the invitation to tender remain the property of Royal Berkshire NHS Foundation Trust and are to be used solely for the purpose of this tender.
2. **AMENDMENTS TO TENDER DOCUMENTS**
	1. At any time prior to the deadline for receipt of tenders, Royal Berkshire NHS Foundation Trust may modify the tender documents by amendments in writing.
	2. Royal Berkshire NHS Foundation Trust may extend the deadline for tenders to allow for significant amendments to be fully assessed and taken into account.
3. **TENDER PRICES**
	1. The prices must be quoted in pounds sterling.
	2. The price of services shall be firm for the duration of the contract and will not be subject to any variation unless agreed in writing by the authority.
	3. The basis of the price shall be inclusive of all costs for delivery to the address(es) specified in the conditions of contract.
4. **TIMETABLE**
	1. The scheduled timetable for the procurement of these services is as follows:

|  |  |
| --- | --- |
| **Key Actions** | **Dates** |
| FTS Notice Published | 16/01/2024 |
| Issue of Formal ITT Documents | 05/02/2024 |
| Site Visits | 26/02/2024 |
| Deadline for receipt of Clarification Questions | 01/03/2024 |
| Deadline for Clarification Responses | 05/03/2024 |
| Deadline for receipt of Submissions | 11/03/2024 |
| Interviews (if required) | W/C 18/03/2024 |
| Evaluations | W/C 25/04/2024 |
| Presentations (if required)  | W/C 29/04/2024 |
| Final Clarifications | W/C 29/04/2024 |
| Organisations notified of outcome | W/C 06/05/2024 |
| Standstill period  | TBC |
| Contract Award | TBC |
| Mobilisation | TBC |
| Programme Start | July 2024 |

1. **FORM OF TENDER AND SCHEDULES**
	1. A signed copy of the form of tender should be returned with your submission.
	2. Bidders shall notify procurement via the portal of any errors, omissions or details contained within the documents, which precludes them from tendering for this service.
	3. Only prices shown in the Pricing Schedule will be regarded as part of the bid. These may, however, be clarified in an annex to the pricing schedule.
2. **INFORMATION AND CONFIDENTIALITY**
	1. Information that is supplied to Bidders as part of this 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 Royal Berkshire NHS Foundation Trust or its representatives (where the meaning of fraudulently is "the making of false representation knowingly, or without belief in its truth, or recklessly").
	2. All information supplied to Bidders by the authority in connection with this procurement exercise shall be regarded as confidential. By submitting a tender, the Bidder agrees to be bound by the obligation to preserve the confidentiality of all such information.
	3. This invitation and its accompanying documents shall remain the property of the authority and must be returned on demand.
3. **FREEDOM OF INFORMATION ACT 2000**
	1. The Freedom of Information Act 2000 (FOIA) applies to the Authority.
	2. Bidders should be aware of the authority's obligations and responsibilities under the FOIA to disclose, on written request, recorded information held by the authority. 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 the authority in response to such a request, unless the authority decides that one of the statutory exemptions under the FOIA applies. The authority may also include certain information in the publication scheme which it maintains under the FOIA.
	3. In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, the authority 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, the authority must comply with a strict timetable and the authority would, therefore, expect a timely response to any consultation within two working days.
	4. Bidders may provide information to the authority 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. Bidders must give a clear indication which type of material is to be considered confidential and why it is considered to be so (including the Section number in the Freedom of Information Act for the exemption that they believe applies), along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate. In addition, marking any material as confidential or equivalent should not be taken to mean that the authority accepts any duty of confidentiality by virtue of such marking. Please note that even where a Bidder has indicated that information is confidential the authority may be required to disclose it under the FOIA if a request is received.
	5. The authority 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.
	6. In certain circumstances, where information has not been provided in confidence, the authority 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 interests of any party.
	7. The decision as to which information will be disclosed is reserved to the authority, notwithstanding any consultation with the Bidder.
4. **SUBMISSION OF TENDERS**
	1. All tenders must be submitted via the Atamis portal by the published deadline.
	2. The tender must be submitted no later than the date and time stipulated in the attached letter. Tenders received after that time may not be considered, unless the Bidder can prove that the tender was uploaded in sufficient time to meet the specified deadline.
	3. Royal Berkshire NHS Foundation Trust reserve the right to reject any tender if the Bidder has failed to complete and return all parts of the Form of Tender and requested information.
5. **MODIFICATION AND WITHDRAWAL OF TENDERS**
	1. The Bidder may modify the tender prior to the deadline for receipt by giving notice in writing or by amending their response on the portal.
	2. No tender may be modified after the deadline for receipt.
	3. Tenders may be withdrawn at any time before the award of contract, providing such intention is expressed in writing to the authority.
6. **INFORMATION, COSTS AND EXPENSES**
	1. The Bidder is responsible for obtaining all information necessary for preparing its tender and shall bear all costs, expenses and liabilities incurred in connection with its preparation and delivery whether or not your tender is successful. Claims arising from any neglect on the part of the Bidder in this respect will not be considered.
7. **ACCEPTANCE OF TENDERS**
	1. By issuing this invitation to tender Royal Berkshire NHS Foundation Trust are not bound in any way and do not have to accept the lowest or any tender. Royal Berkshire NHS Foundation Trust reserves to itself the right at its absolute discretion to accept in part or in full, or not accept any Tender submitted.
8. **PERIOD FOR WHICH TENDERS SHALL REMAIN VALID**
	1. Unless otherwise stated by the Bidder, tenders shall remain valid for 90 days from the closing date for receipt of tenders due to timescales stated in 4.1.
9. **INDUCEMENTS**
	1. Offering an inducement of any kind in relation to obtaining this or any other contract with Royal Berkshire NHS Foundation Trust will disqualify your tender from being considered and may constitute a criminal offence.
10. **TENDER EVALUATIONS**
	1. This is an invitation only; Royal Berkshire NHS Foundation Trust reserves the right to clarify any or all parts of the information contained in this tender.
	2. Royal Berkshire NHS Foundation Trust intends to accept the most economically advantageous tenders and, at its sole discretion, reserves the right to accept or reject all or any part of any tender. Royal Berkshire NHS Foundation Trust does not bind itself to accept the lowest priced, or any, tender and shall not be liable to accept any costs incurred in the production of your submission.
	3. The evaluation process will be conducted to ensure that bids are evaluated fairly to ascertain the Bidders with the most appropriate capabilities to provide the service required.
	4. Royal Berkshire NHS Foundation Trust will be responsible for conducting the evaluation of Tender responses based on their specification or statement of work and the evaluation criteria set out in section 15.
	5. Failure to provide a satisfactory response to any of the questions may result in Royal Berkshire NHS Foundation Trust not proceeding further with the Bidder.
	6. The information supplied will be checked for completeness and compliance before responses are evaluated.
	7. Where in the opinion of Royal Berkshire NHS Foundation Trust the response is inadequate the Bidder may be excluded from further consideration.

1. **EVALUATION CRITERIA**
	1. The evaluation process will be conducted to ensure that offers are evaluated fairly to ascertain the most economically advantageous tender.
	2. The contract, if awarded, will be awarded to the provider achieving the best overall score (final weighted score), having regard to all circumstances known at the time of the adjudication. Tenders submitted will be assessed against the evaluation criteria below and scored accordingly. If further clarification is required, the providers will be invited to clarify in more detail their specific proposal with the evaluation panel. Clarification will be limited to only those questions identified as requiring clarification during the assessment stage of the process. Final weighted scores will be allocated to each question.

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|   | **Criteria** | **Weighting**  |
| **Quality** | **Technical capability**  | 20% |
| **Programme**  | 15% |
| **Resource and Relationship Management**  | 5% |
| **Experience**  | 7% |
| **Communication** | 3% |
| **Social Value** | 6% |
| **Environmental Impact** | 4% |
| **Health and Safety**  | PASS/FAIL |
| **Insurances**  | PASS/FAIL |

|  |  |  |
| --- | --- | --- |
| **Cost** | **Cost**  | 40% |

* 1. The Total Score will be as in the below table:

|  |  |
| --- | --- |
| **Evaluation Criteria (Total Score)** | **Weighting %** |
| **Quality Evaluation**  | **60%** |
| **Cost Evaluation** | **40%** |
| **Total Score** | **100%** |

* 1. If the evaluation panel feel there will be added benefit from facilitating supplier presentations, the intention would be that the top 3 Bidders with the highest scores will be invited to the presentation stage, however, Royal Berkshire NHS Foundation Trust reserves the right to shortlist more than 3 Bidders.
	2. The scoring scheme for use in the tender evaluation is detailed in the following tables. Each criterion (except Cost) will be evaluated using the following scoring mechanism.

|  |  |  |
| --- | --- | --- |
| **Grade label** | **Grade** | **Definition of Grade** |
| Unacceptable | 0 | The proposal completely fails to meet the required standard or does not provide an answer |
| Weak | 1 | The proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other aspects of the Tender |
| Satisfactory | 2 | The proposal meets the required standard in most material respects, but is lacking or inconsistent in others  |
| Good | 3 | The proposal meets the required standard in all material respects |
| Excellent | 4 | The proposal meets the required standard in all material respects and exceeds some or all of the major requirements  |

15.6. All responses must be included within the tender response document within this tender pack.

1. **CONTRACT AWARD**
	1. It is anticipated that there will be a single contract awarded by the authority to the successful Bidder.
	2. Bidders are advised that contract award is subject to Royal Berkshire NHS Foundation Trust approval.
2. **LANGUAGE**
	1. Tenders, all documents and all correspondence relating to the tender must be written in English.
3. **BIDDER CONDUCT AND CONFLICTS OF INTEREST**
	1. Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:
		1. devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
		2. enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
		3. enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
		4. canvass the Authority or any employees or agents of the Authority in relation to this procurement; and/or
		5. attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another bidder or Tender (except for debrief information requests made through the e-Tendering Portal).
	2. Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisors. Bidders should notify the Authority promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Authority.

**APPENDIX 1 - Form of Tender**

Unless and until a formal Contract is prepared and executed, this Tender together with your written acceptance thereof, shall constitute a binding Contract between both parties.

**Statement from Tenderer**

Having examined the Contract Terms & Conditions, and the Specification for the above-mentioned requirement, I / we offer to perform the Services for the initial Term from the Date of Commencement and to comply with the Contract Terms & Conditions. I / we understand that the Authority is not bound to accept the lowest or any Tender it receives.

I / we understand that no payment will be made for any expenses or losses incurred in the preparation of my / our Tender.

I/we agree that this Tender remain open for acceptance for ninety days after the last day for receipt of Tenders.

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| --- | --- |
| **Signed:** |  |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |

**APPENDIX 2 - Confidential Information Statement**

We the undersigned, understand that we are allowed access to confidential information belonging to the Authority in order to prepare our tender for the Contract. This may include personal information under the terms of the Data Protection Act 1998.

This information will be kept secure at all times while in our possession. Only those staff within our organisation that are required to see the information in order to prepare the tender, are to be given access to the information.

The information will not be used for any purpose, other than for which it is being supplied.

No part or parts of the information will be retained once the tender has been submitted, save as that required to be retained for audit and compliance purposes. The recipient will retain the minimum confidential information that is required for the audit and compliance purposes and will treat such information with the same degree of care as we exercise for our own confidential information.

The Terms of this Agreement will also be applied to any other organisations, such as sub-contractors or consultants, who may work with us to provide information to prepare the tender.

Should any breach of the above take place, I will immediately notify the Authority’s information manager.

|  |  |
| --- | --- |
| **Company name:** |  |
| **Signed:** |  |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |

**APPENDIX 3 - Anti-collusion and Competition Code Certificate**

In recognition of the principle that the essence of selective tendering is that the Authority shall receive bona fide competitive Tenders from all those Tendering

I / WE CERTIFY THAT:

1. This Tender is made in good faith, and that we have not fixed or adjusted the amount of the Tender in accordance with any agreement or arrangement with any other person.

 I / we also certify that I / we have not and shall not before the award of any Contract:

(a) communicate to any person other than the Authority as recipient of this Tender the amount or approximate amount of the Tender or proposed Tender, in accordance with any agreement so to communicate except where the disclosure, in confidence, or the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

(b) enter into any agreement or arrangement with any other person other than the Authority as recipient of this Tender that they shall refrain from tendering, that they shall withdraw any Tender once offered or vary the amount of any Tender to be submitted;

(c) pay, give or offer to pay or give any sum of money or other valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the work, any act or thing of the sort described in paragraphs (a) or (b) above.

2. I / we further certify that the principles described above have been, or will be, brought to the attention of all sub-contractors, suppliers and associated companies providing materials or services connected with the Tender and any Contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

3. In this certificate, the word “person” includes any persons and anybody or association, corporate or unincorporated; “any agreement or arrangement” includes any transaction, formal or informal and whether legally binding or not; and “the work” means the work in relation to which this Tender is made.

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| **Signed:** |  |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |

**APPENDIX 4 - Anti-canvassing Certificate**

I / We hereby certify that I / We have not and shall not canvas or solicit any member, officer or agent of the Authority in connection with this or any other Tender or proposed Tender, and that no person employed by me/us or acting on my/our behalf has done any such act.

I/we agree that the Authority may, in consideration of this Tender, and in any subsequent actions, rely upon the statements made in this Certificate.

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| **Signed:** |  |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |

**APPENDIX 5 - Freedom of Information Disclosure Statement**

The Authority undertakes to hold confidential any commercially sensitive information provided by the Tenderer subject to:

* disclosure of information specified above as liable for release to the public; and
* The Authority’s obligations under law including the Freedom of Information Act 2000 and the Environmental Information Regulations.

Please state below any information that the Tenderer specifically does not wish the Trust to disclose together with any timescale relating to this non-disclosure e.g. for first 6 months, lifetime of the Contract etc.

Tenderers should note that the Authority may still need to disclose such information if necessary to comply with its obligations. This may include the disclosure of unsuccessful tenderers.

The Authority will endeavour to consult with the Tenderer about commercially sensitive information before making a decision regarding disclosure.

I / we agree that information relating to this Tender or subsequent Contract may be disclosed, save for the information specified below which we consider to be commercially confidential:

|  |  |
| --- | --- |
| **Commercially sensitive information** | **Period of sensitivity** |
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| --- | --- |
| **Signed:** |  |
| **Name:** |  |
| **Position:** |  |
| **Date:** |  |