

INVITATION TO TENDER

**THE PROVISION OF COMMUNICATIONS CONSULTANCY
SUPPORT TO THE KENT AND MEDWAY STP**

FOR

Kent and Medway Clinical Commissioning Groups (CCGS)

(THE AUTHORITY)

CONTENTS

| | | |
|----|--|----|
| 1. | INTRODUCTION..... | 2 |
| 2. | OVERVIEW OF INVITATION TO TENDER..... | 3 |
| 3. | PROCUREMENT TIMETABLE..... | 5 |
| 4. | COMPLETING AND SUBMITTING A TENDER..... | 5 |
| 5. | QUESTIONS AND CLARIFICATIONS..... | 7 |
| 6. | OVERVIEW OF THE EVALUATION PROCESS | 8 |
| 7. | DECISION TO AWARD..... | 13 |
| 8. | GLOSSARY..... | 19 |

APPENDIX A : PROJECT BACKGROUND AND REQUIRED INFORMATION FOR
BIDDERS

APPENDIX B : DRAFT CONTRACT

1. INTRODUCTION

- 1.1 This Procurement will establish a Supplier Contract for the purchase of Consultancy Support for the Provision of Communication Support for the Kent and Medway STP.
- 1.2 The Services are described in detail within "Appendix A: Communication Support Specification" to this ITT.
- 1.3 The contract will be for an initial 5 month period with an option to extend for up to a further 3 months if required.
- 1.4 This Contract will be between the successful Supplier and the Authority.
- 1.5 The Authority is managing this Procurement in accordance with the Public Contracts Regulations 2015.
- 1.6 This ITT contains the information and instructions that Potential Providers need to submit a compliant Tender. Words in this ITT which are capitalised have definitions either in the paragraph in which such words appear or in the glossary at paragraph 8.
- 1.7 Please read this ITT carefully as non-compliance with the instructions contained in this document and all its Appendices may result in exclusion of a Potential Provider's Tender from this Procurement. If a Potential Provider has read all of the instructions and information carefully but are still unsure at any point how to respond, please submit a question as described in paragraph 5. The Authority shall assume that Potential Providers fully accept this ITT and its Appendices where no questions are raised.
- 1.8 The Terms of this Invitation to Tender are set out in this and other ITT documents, and these will apply throughout this Procurement. They set out further rights and obligations which apply to Potential Providers and the Authority.
- 1.9 The Authority is using Contracts Finder to publicise this Procurement.
- 1.10 Tender responses to the evaluation questions must be submitted on the Question Templates provided in the Bravo system.

2. OVERVIEW OF INVITATION TO TENDER

2.1 The following documents will accompany this ITT:

| Document Title |
|--|
| 1. Invitation to Tender (this document) plus Appendices ; A. Communication Support Specification B. Contract |
| 2. Invitation to Tender Response Guidance (this document) |
| 3. Section 1 Technical Quality Question 1 Response Template - 35% |
| 4. Section 1 Technical Quality Question 2 Response Template – 30% |
| 5. Section 1 Technical Quality Question 3 Response Template - 5% |
| 6. Section 2 Price Question Response template - 30% |
| 7. Section 3 Supplier Information |
| 8. Section 3 Supplier Declaration |
| 9. Section 3 Conflict of Interest Declaration |

N.B. The indicative budget for the project is £200,000. Any bids valued at over this amount for the six months of the contract are likely to be rejected.

2.2 Bidders should particularly note:

- The tender evaluation will be based on Quality (70%) and Price (30%)
- In view of the timescales, there will be no Standstil period applicable in this process. Debrief information will be provided to unsuccessful bidders
- The Authority is being assisted in the procurement element of the project by NHS Commercial Solutions : <http://www.commercialsolutions-sec.nhs.uk/>

3. **BID MANAGEMENT**

Bidder registration

3.1 The tender will be conducted via the NHS Commercial Solutions Bravo e tendering system. Bidders wishing to Express an Interest (EOI) in participating will be required to register on the Bravo system if they have not previously done so. This can be done at any time via this web link:

<https://commercialsolutions.bravosolution.co.uk>

3.2 NHS Commercial Solutions is utilising the Bravo system to administer this Procurement and to communicate with potential Bidders. Accordingly, there will be no hard copy documents issued to potential Bidders. All tender communications with the Awarding Authority and NHS Commercial Solutions will be conducted via the Bravo secure messaging service within the portal hosted by BravoSolution, the managed service provider for the NHS Commercial Solutions eTendering system.

3.3 It is free to register on the portal, and it can be accessed at any time of day. Should Bidders have any queries, or if Bidders are having problems registering on the portal, they should contact the BravoSolution dedicated Supplier Support, available from the Bravo Help desk:

- Phone: 0800 368 4850 (Monday to Friday 9am to 6pm)
- E-mail: help@bravosolution.co.uk

3.4 To note:

- The Bravo Project number for this tender is Project 2844.
- The Bravo Invitation To Tender number is itt_2861

3.5 Registration on the Project / ITT constitutes an Expression of Interest.

Completion of Proposals

3.6 Proposals are requested for a supplier to deliver communication support to the Kent and Medway STP.

3.7 Suppliers will need to describe how they will deliver the services to meet the requirements as set out in the specification in the Supplier Questions.

3.8 **Please complete:**

- Section 1 (3 x Technical Quality questions)
- Section 2 (1 x Price Question / Schedule)
- Section 3 (Suppliers Declaration / Information / Conflict of Interest)

Receipt of the bid by the Authority

3.9 Your response must be received no later than **12:00 midday on 25 June 2018** and please note:

- Your response must be submitted via the Bravo system. Responses by any other means will be rejected.

- The Authority will not consider any late responses to this Invitation to participate in a Competition nor will it consider requests for extension of the time or date fixed for the submission of responses. It may, however, in its own absolute discretion extend the time or date fixed for submission and in such circumstances the Authority will notify only those Suppliers who have registered of any change.
- The Authority may at its sole discretion change any aspect of or stop this procurement exercise at any point.
- The Authority will not be liable for any costs whatsoever incurred by any bidder as a result of partaking in this procurement exercise. This includes where the Authority decides to change or stop the procurement.

4. PROCUREMENT TIMETABLE

- 4.1 The timetable below may be changed by the Authority at any time. Changes to any of the dates will be made in accordance with the applicable procurement law. You will be informed of any timetable changes.

| Activity | Completion Date |
|---|-----------------------------|
| Issue formal ITT documents and publish advert on Contracts Finder | 11/06/2018 |
| Closure of Bidder Clarification Question period | 16:00 18/06/2018 |
| Close Tender | 12:00 25/06/2018 |
| Evaluation of Bids commence | 26/06/2018 |
| Bidder presentations <i>n.b. TBC</i> | 05/07/18 |
| Formal advice to bidders of outcome. | 22/07/2018 |
| Contractual meetings and Contract signed | 28/07/2018 |
| Mobilisation begins | 29/07/2018 |
| Service Commencement | 01/08/2018 |

N.B. in view of the timescales, there will be no standstill period applicable in this process. Debrief information will however be provided to unsuccessful bidders

5. COMPLETING AND SUBMITTING A TENDER

- 5.1 To participate in this competitive tendering exercise, Potential Providers are required to submit a Tender which fully complies with the instructions in this ITT and its Appendices.
- 5.2 Potential Providers are strongly advised to read through all documentation first to ensure they understand how to submit a fully compliant Tender.

5.3 Remember:

- 5.3.1 It is the Potential Provider's responsibility to ensure that a fully compliant Tender is submitted.
- 5.3.2 Potential Providers must ensure that they are using the latest versions of this document and its Appendices, as the documentation may be updated from time to time.
- 5.3.3 Allow plenty of time for the entering your responses – do not leave it until the day of the Tender Submission Deadline.

5.4 Additional Materials, Documents and Attachments.

- 5.4.1 Potential Providers must adhere to the following instructions;
 - 5.4.1.1 No additional attachments should be submitted with a Tender unless specifically requested by the Authority.

5.5 Data Entry

- 5.5.1 A fully compliant Tender must adhere to the following instructions;
 - 5.5.1.1 All responses must be inserted into the relevant text field unless an attachment is additionally permitted. Only information entered into the relevant text field or information provided as an attachment supplied in accordance with the Authority's instructions will be taken into consideration for the purposes of evaluating a Tender.
 - 5.5.1.2 The Tender must be submitted in the English (UK) language.
 - 5.5.1.3 Potential Providers must answer all questions accurately and as fully as possible, within the word / character limits specified.
 - 5.5.1.4 Where a word count is applicable to the Provider response, this must be strictly adhered to.
 - 5.5.1.5 Potential Providers must not answer questions by cross referring to other answers or to other materials (e.g. annual company reports located on a web site). Each question answered must be complete in its own right. Individual Evaluators are unlikely to evaluate all questions
 - 5.5.1.6 The Authority may disregard any part of a response to a question which exceeds the specified word / character limit (i.e. the excess will be disregarded, not the whole response). The stated word / character limit includes spaces and punctuation.
 - 5.5.1.7 Suppliers' responses shall be clearly legible and in at least 11 point type, on a line spacing of at least 1.3 times the type size.

5.6 Deadline for the submission of Tenders

- 5.6.1 All Tenders must be received by the Authority through the Bravo system before the Tender Submission Deadline (see the Procurement Timetable in paragraph 3 for details).

5.7 Late Tenders:

- 5.7.1 Tenders received after the Tender Submission Deadline will be considered irregular and therefore will be excluded from this Procurement.

5.8 Uploading and submitting a Tender

5.8.1 Potential Providers are responsible for ensuring that their Tender has been successfully completed prior to the Tender Submission Deadline.

5.8.2 Before the Tender Submission Deadline, Potential Providers must satisfy themselves that the Tender has been submitted including all responses and attached any requested attachments. Potential Providers cannot modify a Tender after the Tender Submission Deadline.

Tenders must remain valid and capable of acceptance by the Authority for a period of 90 calendar days following the Tender Submission Deadline. An attempt to submit a Tender with a shorter validity period may lead to the exclusion of a Tender.

5.9 Confidentiality

5.9.1 Potential Providers must not collude with nor disclose the fact of their intention to submit a Tender to other Potential Providers.

5.9.2 The Authority may disclose information provided by a Potential Provider where there is express provision to do so in accordance with Regulation 21 (2) of the Public Contracts Regulations 2015.

6. QUESTIONS AND CLARIFICATIONS

6.1 Potential Providers may raise questions or seek clarification regarding any aspect of this Procurement at any time prior to the Tender Clarifications Deadline (see the Procurement Timetable as set out in paragraph 3).

6.2 Questions must be submitted using the template provided in the tender documentation.

6.3 Each clarification request should clearly reference the corresponding section and page number of the subject matter being queried. Potential Providers are advised to submit their clarification questions as early as possible.

6.4 Potential Providers may request that a Clarification Question is treated in confidence by the Authority. The Authority will treat each such request on its individual merits, but makes no commitment to treat any such stated Clarification Question in confidence.

6.5 To ensure that all Potential Providers have equal access to information regarding this Procurement, the Authority will publish all its responses to questions asked and or clarifications raised by Potential Providers on the Bravo portal.

6.6 If Potential Providers ask any questions and or raise clarifications Potential Providers are asked not to refer to their identity in the body of the question or clarification.

6.7 If a Potential Provider wishes to ask a question or seek clarification in confidence they must notify the Authority and provide justification for withholding the question and any response. If the Authority does not consider that there is sufficient justification for withholding the question and the corresponding response, the Authority will inform the Potential Provider, who will have an opportunity to withdraw the question or clarification. If the question and or clarification is not withdrawn, then the response will be issued to all Potential Providers.

6.8 The Authority will endeavour to respond to each clarification question received during the clarification stage within two business days of receipt. The Authority is under no obligation to respond to clarification requests received after the stated deadline. The Authority will publish all clarification questions raised by suppliers and corresponding

responses, in an anonymous format, to all other Potential bidders on a rolling basis during the clarification stage.

- 6.9 The Authority reserves the right to contact Potential Providers at any time for clarification on all or any part of their Tender during this Procurement and which is likely to require a prompt response. Suppliers will be expected to respond within 2 working days of the CQ being submitted to them.

7. OVERVIEW OF THE EVALUATION PROCESS

- 7.1 The Contract will be awarded on the basis of the most economically advantageous tender. That is to say, when considering all the factors, the proposal that enables the Authority to achieve best value for money.

- 7.2 The evaluation procedure is divided into the following key stages, which the Authority may nevertheless decide to run concurrently;

7.2.1 Compliance/validation:

- The Authority will check the Tender to ensure it is compliant with the ITT and that the responses are valid. This includes satisfying all the participation requirements detailed in the Section 3 Questions.
- Bidder Financial and Commercial Evaluation
- Please note carefully the request for a Dun and Bradstreet number in the Supplier Information Questionnaire. The Authority will review the Business Failure Score of the bidding organisation.
- **A score under 50 is likely to result in exclusion. It is recommended that Potential providers should check their score prior to submitting their tender.**
- The Authority reserves the right to investigate further any financial and commercial standing related to a bidder if it deems it appropriate.
- Non-compliant Tenders may be excluded from this Procurement by the Authority.

7.2.2 Quality Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with the process detailed in paragraphs 6.3 and 6.4 below

7.2.3 Price Evaluation – An Evaluation Panel provided by the Authority will assess the Tender responses in accordance with the process detailed in paragraph 6.5 below.

7.2.4 Presentation:

- a Presentation process as defined by the Authority will be held to assess the Tender responses in accordance with the process detailed in paragraph 6.6 below.
- Bidders should note the presentation will be used to clarify points in your tender and check that there is a common understanding of our requirements and how you will meet these. There is no set weighting for the presentation.

- 7.3 Quality Evaluation Process - Each response to questions within the Quality/Service Delivery Questionnaire(s) will be marked in accordance with the table below and to note:
- Each mark achieved will be multiplied by the corresponding weighting to provide an overall question score.
 - When the score for each question has been determined they will be added together to provide an overall score for the Quality Evaluation ("Quality Score")
 - The evaluation of each response to the Quality/Service Delivery Questionnaire(s) will be conducted and consensus checked in accordance with the Moderation Procedure set out in paragraph 7.4 below.

| Descriptors for the allocation of quality scores | Mark awarded | % of question weighting awarded |
|---|--------------|---------------------------------|
| Applicant fails to provide a response or Applicant provides a response of such a poor standard as to provide no confidence that the Applicant meets the requirements. If any question receives a score of '0', the entire submission will be rejected. | 0 | 0% |
| Applicant provides a response of such a poor standard as to provide little confidence that the Applicant meets the requirements. If any question receives a score of '1', the entire submission will be rejected. | 1 | 20% |
| <p>A response with some clear strengths but giving some concern, because some of the following apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> The question is only answered in part; and/ or <input type="checkbox"/> The approach described appears to only partially meet the requirement; and/ or <input type="checkbox"/> The approach described appears not to deliver expected levels of (as appropriate) functionality, performance, environmental performance, outcome, ease of use or other relevant characteristics; and/or <input type="checkbox"/> The approach does not reflect accepted good practice; and/or <input type="checkbox"/> The response is insufficiently specific; and/ or <input type="checkbox"/> The supporting documents (where requested) are of insufficient quality, depth or relevance. <p>If any question receives a score of '2', the entire submission will be rejected.</p> | 2 | 40% |
| An acceptable response, with some degree of weakness but where the weakness does not cause fundamental concerns and is outweighed by the strengths. | 3 | 60% |
| <p>A good response where the strengths clearly outweigh any minor weakness(es), and the majority of aspects below apply:</p> <ul style="list-style-type: none"> <input type="checkbox"/> All aspects of the question are fully answered <input type="checkbox"/> The approach described fully meets the requirement <input type="checkbox"/> The approach reflects accepted good practice <input type="checkbox"/> The response is specifically tailored to the requirements and, where relevant, to the Authority's specific circumstances <input type="checkbox"/> The approach offers good levels of (as appropriate) functionality, performance, environmental performance, outcomes, ease of use and other relevant characteristics; and <input type="checkbox"/> The supporting documents (where requested) are of good quality, relevant and of sufficient depth. | 4 | 80% |

| | | |
|---|---|------|
| An excellent response with all relevant bullet points from a mark of 4 applying. This response must include innovation or responses above the level outlined in mark 4. | 5 | 100% |
|---|---|------|

7.4 Moderation Procedure

7.4.1 Tenders will be evaluated in accordance with the procedure described in this paragraph.

7.4.2 The Moderation Procedure is a two-step process, comprising of:

- Independent evaluation; and
- Moderation - consensus marking.

7.4.3 During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Potential Providers in their Tender. Each evaluator will then allocate a mark for the answer in accordance with the Marking Scheme applicable to that question.

7.4.4 The Authority will appoint a Moderator for each Question to review the marks allocated by the individual evaluators.

7.4.5 Each Moderator shall review the evaluators marking, and will discuss their independent marks until a final moderated mark shall be attributed to each Potential Providers' answer to the questions.
If evaluators cannot agree, the Moderator shall decide on the final score on behalf of the Authority.

7.4.6 Once all quality responses have been evaluated and moderated in accordance with this process the individual scores attributed to each response will be added together to provide a 'Quality Score'.

7.5 Price Evaluation Process

7.5.1 Prices submitted by Potential Providers' will be evaluated in accordance with the following process.

7.5.2 Potential Providers' are required to provide a completed pricing schedule against the 'Price' Response Questionnaire.

7.5.3 Bidders should note that the evaluation methodology for the price weighting will be as follows:

- 100 Marks will be awarded to the Low Price. Other Bidders will be awarded marks according to the percentage variation of prices from the Low Price and these marks will be converted to a percentage score.
- The Evaluation team will then consider the content of the Bidder financial proposal and allocate a Risk Tariff to the Proposal.
- For clarity a worked example is given below:

N.B. Bidders are advised that this is an EXAMPLE ONLY of the evaluation methodology for the price proposals. None of the figures within this document are intended to guide or influence proposed costs in any way.

Invitation To Tender For The Provision Of Communication Consultancy Support
For The Kent And Medway STP

| | Bidder Price | Marks | Risk Tariff | Total Marks | Final % Score |
|--------------------|--------------|-------|-------------|-------------|------------------|
| Bidder 1 (low bid) | 400000 | 100 | 0.6 | 60 | 18 |
| Bidder 2 | 475000 | 81.25 | 0.8 | 65 | 19.50 |
| Bidder 3 | 500000 | 75 | 0.4 | 30.00 | 9.00 |
| Bidder 4 | 550000 | 62.5 | 1 | 62.5 | 18.75 |

Risk Tariff : 1.00 No concerns. 0.90 Minor concerns. 0.80 Some concerns but not significant. 0.60 Significant level of concern 0.40 Major concerns

7.6 Final score

7.6.1 The Quality Score will be added to the Price Score to determine the final score for each Potential Provider ("Final Score").

7.6.2 The overall weighting is:

| Criteria | Weighting |
|-----------------|------------------|
| <i>Quality</i> | <i>70%</i> |
| <i>Price</i> | <i>30%</i> |

7.7 Presentations - *Please note that the following process will apply:*

7.7.1 The two top scoring bidders and any bidder tied for third place (to a maximum of two decimal points) will be invited to present their solution. Should more than 2 bidders tie for third place the Authority reserves the right to only invite the two highest scoring bids to present.

7.7.2 These sessions will enable the supplier to describe their ability to deliver and work with the Authority. Suppliers are to focus in on how they would achieve:

- Quality of bids in terms of offer and deliverables
- Overall deliverability – skills, experience, expertise and practical resource across the breadth of the asks
- Response to deliverables in terms of practical application approach

7.7.3 It will be a requirement that the person who will have overall managerial responsibility for provision of the services (or a deputy of the same level within the organisation) attends a presentation. Therefore, please ensure that these individuals are available during the period of evaluation. You may bring others with you to the presentation but a maximum of four people should attend. Exact times of the presentation will be notified to those bidders invited to present once we have undertaken the initial evaluation.

7.7.4 The presentation will be used to clarify points in your tender and check that there is a common understanding of our requirements and how you will meet these. There is no set weighting for the presentation.

7.7.5 Please note the date given for the Presentation is indicative at this stage

8. DECISION TO AWARD

8.1 Following evaluation of Tenders in accordance with the evaluation process set out in this ITT, the Potential Provider which offers the most economically advantageous Tender may be awarded a Contract.

8.2 Where the Final Score achieved by multiple Potential Providers ranks them equally (to 2 decimal points) , then the Potential Provider with the highest score for the Quality element will be deemed the winner and awarded the Contract.

8.3 Should the Potential Provider ranked first decline to accept a Contract, then it will be offered to the next ranked Potential Provider until it has been accepted.

8.4 A Contract award is subject to formal signature by both parties (including the satisfaction of any conditions precedent) providing all pre conditions are met e.g. certificates, statements and other means of proof' where Potential Providers have to this point relied on self-certification.

9. EVALUATION CRITERIA

9.1 Please refer to Section 6 above. The full Questions, weighting, criteria and word count instructions are given on each Question response template.

9.2 Where no submission is received from any bidder which does not meet the minimum acceptable Quality Score, the Authority reserves the right to enter into dialogue with the highest scoring bidder and seek assurances regarding the delivery of the requirement.

9.3 Potential Providers' responses must clearly demonstrate how they propose to meet the requirements set out in the question and address each element in the order they are detailed.

9.4 Potential Providers' responses should be limited to, and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic.

9.5 Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.

9.6 Potential Providers Tender will be marked in accordance with the marking scheme at Section 2.

9.7 Other Uploading Instructions :

- Word count – Maximum Word Count per Question Please note carefully the maximum word count per question where stated. Responses will only be evaluated up to the maximum word count – any text over the word count will not be evaluated. Bidders must insert the word count at the end of each response, using the ABC 123 Word Count tool in the Review section of Word. Use the statement Word count - ** words.

- For the sake of good order, the Awarding Authority confirms the phrase “Word count - ** words” is NOT to be included in the word count
- **Uploading more than one document against a single question – use .zip files ONLY:**
 - Use the .zip format only when more than one document is being uploaded against the response to a single question. The QRT clearly indicates whether additional attachments are allowed against a question.
 - If allowed, other requested additional information must be supplied, as required, as accurately and concisely as possible in the form of supplementary files, zipped with the template response into one upload against each Question as instructed. Please avoid using sub-folders within the zip folder.
 - Please note other formats for multi file upload (e.g. .rar files) will be unreadable and will not be evaluated. **Do not zip single document responses – this slows the systems down.**
- **Uploaded File Naming Protocol** - the following file naming convention should be applied to all uploaded files:
 - a. QRT response : Question number then Bidder name (may be abbreviated) e.g. W01- Bidder name
 - b. For supporting information - [sup and number]-[question number]- [Bidder abbreviated name], e.g. Supp1-W01-Bidder name
- **Software** -To note only the following software should be used when compiling bidder responses:

| File type | Software package |
|--------------------------------|---|
| Text based documents | Readable by Adobe Acrobat (pdf) or Microsoft Word |
| Spreadsheet based documents | Readable by Microsoft Excel |
| Graphics files | Readable by Adobe Acrobat (pdf) and / or as a JPEG |
| Financial reports and accounts | Readable by Adobe Acrobat (pdf) |
| Zipped files | .zip format only (not .rar or any alternative method) |

- **Inclusion of Pictorial Diagrams / Flow charts / organograms etc...:**
 - If appropriate, these may be inserted into the text boxes in formats such as jpeg.
 - Please note that whilst it is acknowledged that the insertion of diagrams and flow charts may explain and emphasise points Bidders

wish to make, these must **not** be used as a method of circumventing or exceeding the word count limit.

- Any **short** labelling or identification text within diagrams / flow charts will be allowed, and will not be treated as part of the word count total. However any descriptive or explanatory text related to the insertion must be outside the chart / diagram / organograms insertion, and will count against the word limit. The Awarding Authority reserves, at their sole discretion, the right to include any text against the word count limit.

- **Embedded files - Please note you must NOT embed any files or attachments as icons in the text boxes.** Any files embedded in this manner may not be evaluated.

10. IMPORTANT LEGAL NOTICE

- 10.1 The term Authority shall mean the CCG responsible for purchasing on behalf of the 8 CCGs described above, or any agent working on behalf of the CCG. Any person who participates in this procurement exercise shall be deemed to accept the conditions set out below and the terms and conditions of contract appended to this document. These conditions constitute the entire agreement between the parties concerning the conduct of the exercise.
- 10.2 NHS (Swale) CCG, purchasing on behalf of the 8 CCGs described above who form the Joint Committee for Stroke (“the Authority”) does not make any binding commitment to actual or potential suppliers (“Suppliers”) or to any other party about its conduct of this procurement exercise, other than to abide by its statutory obligations and the express terms of this Important Legal Notice. No other obligation on the Authority shall be implied into any contract which may arise between the Authority and any Applicant governing the conduct of this exercise.
- 10.3 Suppliers shall not, in connection with this procurement exercise, place any reliance upon any communication from the Authority (including without limitation any notice published by the Authority and any information published on any web site) unless it specifically states that it concerns this procurement exercise and bears the reference number stated on the front page of this document. Suppliers shall not place any reliance on any communication which is not in writing.
- 10.4 Information supplied by the Authority is subject to constant updating and amendment in the future and is necessarily selective and is supplied for general guidance in the preparation of proposals. It does not purport to contain all of the information which Suppliers may require and Suppliers must satisfy themselves by their own investigations about the accuracy of such information. While the Authority has taken all reasonable steps to ensure, as at the date of this document, that the facts which are contained in this Invitation are true and accurate in all material respects, the Authority does not make any representation or warranty as to the accuracy or completeness of this Invitation, or the reasonableness of any assumptions on which this document may be based. The Authority accepts no liability to Suppliers however arising and whether resulting from the use of the information provided, or any omissions from or deficiencies in the information. As such, the Authority cannot accept responsibility for any inaccurate information obtained by Suppliers.
- 10.5 Any notice from any person in connection with this procurement exercise shall be sent to you via the Bravo portal to the contact person listed by the Suppliers in the

Bravo system in accordance with the relevant timescales (communication will only be through the Bravo messaging system).

- 10.6 In inviting potential Suppliers to participate, the Authority is not making an offer to enter into any contract for the supply of goods, services or works and does not bind itself to accept any offer it receives.
- 10.7 The Authority reserves the right at its sole discretion to change any aspect of, or to discontinue this procurement exercise at any point and if it does discontinue the exercise need not provide any Supplier with the scores allocated in any marking exercise already undertaken or the reasons for the allocation of those scores.
- 10.8 The Authority will not under any circumstances be liable to pay Suppliers for any costs incurred as a result of their participating in this procurement exercise.
- 10.9 The Authority may exclude from consideration any proposal which is not submitted in full compliance with the conditions and/or instructions contained within this Invitation and shall be under no obligation to consider any extenuating circumstance which may have arisen. The Authority's decision as to whether any response submitted complies with the instructions shall be final.
- 10.10 Suppliers may notify the Authority of information they wish, acting reasonably, to designate as confidential and the reasons why. Suppliers shall not apply any blanket designation of confidentiality to their entire bid and the Authority will not pay any regard to any such designation.
- 10.11 The Authority is subject to laws concerning access to information including the Freedom of Information Act 2000, the Environmental Information Regulations 2004 and the Audit Commission Act 1998 and may - notwithstanding any claim made by any Supplier that any information is provided in confidence or is confidential in nature – release any information provided to it in accordance with the law, subject to the Authority's discretion concerning any applicable exemption or the application of any public interest test. It is important to note that information may be commercially sensitive for a time, for example, during a quote process, but afterwards it may not be. The timing of any request for information may be extremely important in determining whether or not information is exempt. However, Suppliers should note that no information is likely to be regarded as exempt forever.
- 10.12 The contents of this Invitation to Participate in a Further Competition together with all other information, materials, specifications or other documents provided pursuant or in the course of this procurement process as a whole, or prepared by the Suppliers specifically for such purposes, shall be treated at all times as confidential by the Suppliers. Suppliers shall not disclose any such information, materials, specifications or other documents to any third parties or to any other part of the Suppliers' company or group or use them for any purpose other than for the preparation and submission of a response to this Invitation or other requirement of the procurement process, nor shall Suppliers publicise the Authority name or the Invitation to Participate in a Competition without the prior written consent of the Authority.
- 10.13 The Suppliers shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications or other documents confidential and not disclose them to any other third party except as set out above.
- 10.14 Suppliers must seek the approval of the Authority before providing to third parties any information provided in confidence by the Authority or its professional advisers or consultants and must maintain a register of all employees and third parties who have access to such information. If so requested by the Authority, Suppliers must make such a register available for immediate inspection by the Authority or its duly authorised representatives.

- 10.15 Any working documents produced by the Authority in the course of evaluation shall remain confidential to and the property of the Authority and need not be retained by the Authority. For the avoidance of doubt, the Authority's only obligation to Suppliers concerning debriefing shall be in accordance with the Public Contract Regulations 2015 requirements.
- 10.16 Suppliers shall not enter into any agreement or arrangement with any other person with the intent that the other person shall refrain from responding to this Invitation to participate in a Competition.
- 10.17 Suppliers should not, in connection with the proposed contract:
- a. offer any inducement, fee or reward to any officer or member of the Authority or of the commissioning organisations;
 - b. do anything which would constitute a breach of section 117(2) of the Local Government Act 1972 or Bribery Act 2010; or
 - c. Canvass any of the persons referred to in a) in connection with the response about any aspect of the proposed contract or for soliciting information in connection therewith.
- 10.18 If any Supplier or any employee of any Supplier or any third party acting on behalf of any Supplier commits an act detailed in clauses 15 to 16 inclusive or offers, promises or gives any bribe or inducement or makes any improper threat or colludes (or offers or agrees to collude) with any other Supplier in connection with this procurement exercise then, in addition to any criminal sanction such conduct may attract, the Authority may:
- a. immediately exclude that Supplier's offer from consideration;
 - b. exclude that Supplier from future procurement exercises;
 - c. terminate any contract entered into with that Supplier; and
 - d. recover from that Supplier the reasonable costs of re-running this procurement exercise and any consequential losses (including loss of anticipated savings) which result from any delay in letting a contract.
- 10.19 If any person approaches any Supplier seeking any bribe or making any offer to collude in respect of this procurement exercise, that Supplier is to contact the Authority immediately.
- 10.20 All intellectual property rights in this Invitation to Participate in a Competition and all materials provided by the Authority or its professional advisers, consultants or information provided in connection with this competition are and shall remain the property of the Authority and/or its professional advisers, consultants and/or information providers. The information they contain shall be used only for the purpose of preparing a proposal and delivering any resulting contract.
- 10.21 All responses and submissions provided by any Supplier will form part of the contract should the Supplier be successful.
- 10.22 Any qualifications made by Suppliers in regard to the Invitation to Participate in a Competition or documentation produced will not be accepted by the Authority and the right is reserved to exclude any proposals with qualifications attached.
- 10.23 The Authority will not accept any variation to the terms of this legal notice and in the event that any Supplier submits any response which seeks to vary the above conditions such purported variation shall be void, even if the Authority considers the proposal.

- 10.24 In the absence of a formal document signed by the Authority and the successful Supplier, and for as long as such absence persists, then the acceptance by or on behalf of the Authority of the Supplier's written response shall itself constitute a binding agreement between the parties, the terms of which unless amended by agreement between the parties shall be the conditions of contract sent out with the Invitation to Participate in a Competition and the prices and operational proposals set out by the Supplier in their response.

11. GLOSSARY

| | |
|-----------------------------|--|
| Appendix | means a document made available to Potential Providers in relation to this Procurement via either the Contracts Finder and Bravo portals; |
| Authority | means NHS Swale CCG on behalf of the Kent and Medway CCGs as described in Section 1.1 whose offices are located at Bramblefield Clinic, Grovehurst Road, Kemsley, Sittingbourne, Kent, ME10 2ST |
| Bravo eTendering system | The tendering system operated by NHS Commercial Solutions on behalf of the Authority |
| Evaluation Procedure | means the evaluation procedure described in process detailed in the Invitation to Tender document |
| Contract | means the contractually-binding terms and conditions set out at Appendix B of this ITT to be entered into between the Authority and the successful Potential Provider at the conclusion of this Procurement; |
| Contract Schedule | means a schedule to the Contract; |
| EIR | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations; |
| Contracts Finder | means the online tender publication system used by the Authority; |
| Evaluation Panel | means a committee of people who have declared any potential conflicts of interest and who have declared a competency to evaluate tender submissions on behalf of the Authority; |
| Final Score | means the score achieved by a Tender at the conclusion of the Evaluation process calculated in accordance with paragraph 6; |
| FoIA | means the Freedom of Information Act 2000 as amended and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation; |
| Invitation to Tender or ITT | means this Invitation to Tender document together with its Attachments, published by the Authority in relation to this Procurement; |
| Marking Scheme | means the range of marks that may be given to a Potential Provider by the Authority according to process detailed in the document "ITT Response Guidance" |
| Potential Provider | means a supplier submitting a proposal to this Procurement; |
| Price Evaluation | means part of the Award Stage used to evaluate the charges tendered by a Potential Provider; |

Invitation To Tender For The Provision Of Communication Consultancy Support
For The Kent And Medway STP

| | |
|--------------------------------|---|
| Price Score | means the score awarded to a Potential Provider at the conclusion of the Price Evaluation process calculated in accordance with process detailed in this ITT document; |
| Procurement | means the process used to establish a Contract that facilitates the supply of the Services; |
| Public Contracts Directive | means Directive 2014/24/EU of the European Parliament and of the Council; |
| Quality Evaluation | means the qualitative evaluation of a Tender undertaken during the Evaluation process; |
| Quality Score | means the score awarded to a Potential Provider at the conclusion of the Quality Evaluation process calculated in accordance with paragraph 6.3; |
| Regulations | means the Public Contracts Regulations 2015 (http://www.legislation.gov.uk/uksi/2015/102/contents/made) as amended from time to time; |
| Services | means the services that may be provided by Suppliers, as set out at Appendix A to the ITT ; |
| Supplier | means a Potential Provider with whom the Authority has concluded a Contract; |
| Tender | means the Potential Provider's formal offer in response to the Invitation to Tender; |
| Tender Clarifications Deadline | means the time and date set out in paragraph 3.1 for the latest submission of clarification questions; |
| Tender Submission Deadline | means the time and date set out in paragraph 3.1 for the latest uploading of Tenders. |