

Invitation to Tender (ITT)

Document 1 Instructions and Guidance to Tenderers

Name of Contracting Authority	NHS England
Tender for	Faculty Framework 2022
Contract reference	C67212
Return Deadline	24st October 2022 @ 17.00pm

GLOSSARY

“NHS England E-Tendering Portal”	means the electronic Tendering portal ‘Atamis’ used by NHS England for this procurement: Login Health Family eCommercial System (force.com)
“Clarifications Log”	has the meaning set out in paragraph 3.3 of this ITT.
“Contract”	means the form of contract that NHS England intends to conclude with the successful Tenderer to deliver the Requirements as set out in Document 3, Appendix 2 Terms and Conditions.
“Contracting Authority”	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 Atamis Portal.
“ITT Pack”	means this ITT Pack and includes 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 subcontract 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 NHS England 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 NHS England 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 Authority’s e-tendering 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 supplier,
“Tender”	means the response to the Invitation to Tender Questionnaire (and any supporting documentation) to be submitted via Atamis 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 for any question 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 NHS England’s discretion.
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.

1. Introduction

- 1.1. **NHS England:** NHS England is an independent organisation established by Parliament and charged with the stewardship of the NHS. We operate under a democratic mandate from government, and our mission, with our partners, is to improve health and secure high quality healthcare for the people of England, now and for future generations. Since 2019, NHS England and NHS Improvement have worked as a single organisation to better support the NHS to deliver improved care for patients. On 1 July 2022 we formally merged into a single body, NHS England (formerly The National Health Service Commissioning Board), responsible for providing unified, national leadership for the NHS

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- 1.2. **Use of electronic Tendering system.**

NHS England 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 NHS England including the submission of Tenderers responses will be conducted via the following link:

[Health Family eCommercial System](#)

- 1.3. Unless stated otherwise in these Instructions or in writing from NHS England, all communications from Tenderers (including their sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be directed via the messaging service on the e-Tendering system detailed in this paragraph.

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**

- 2.2.1. The ITT Pack comprises the following sections:

- 2.2.2. **Document 1 – Instructions and Guidance (this document, provided as an attachment on Atamis)**

- 2.2.2.1. 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 NHS England.

2.2.2.2. The Tender must be submitted in the form specified in all documents issued by NHS England as part of this ITT Pack. Failure to do so may render the response non-compliant and it may be rejected.

2.2.3. Document 2 – Statement of Requirements (provided as an attachment on Atamis)

2.2.3.1. 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.

2.2.4. Document 3 – Form of Tender (provided as an attachment on Atamis)

2.2.4.1. The Form of Tender must be downloaded, signed, scanned and uploaded into NHS England's e-tendering portal

2.2.4.2. 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.

2.2.5. Appendix 1 to Document 3 – Declarations (provided as an attachment on Atamis)

2.2.5.1. Appendix 1 to Document 3 contains sections that Tenderers must provide their responses to. The responses must be authorised by an authorised signatory of their organisation.

2.2.6. Appendix 2 to Document 3 – Terms and Conditions (provided as an attachment on Atamis)

2.2.6.1. Appendix 2 to Document 3 sets out the Peer Support to ICSs contract terms. Upon conclusion of this procurement process the resultant Supplier will be required to sign a copy of the contract terms.

2.2.7. Document 4 – NHSE Supplier Code of Conduct (provided as an attachment on Atamis)

2.2.7.1. The supplier code of conduct The Form of Tender must be downloaded, signed, scanned and uploaded into NHS England's e-tendering portal, Atamis.

2.2.8. Questionnaire 1 – Technical Questionnaire (provided as an attachment on Atamis)

2.2.8.1. Questionnaire 1 contains the Technical questions to which Tenderers are to provide their responses to questions within 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.

2.2.8.2. Evaluation of Tenderer responses is described fully in section 4 of this instructions document.

2.2.9. Questionnaire 2 – Commercial Questionnaire (provided as an attachment on Atamis)

- 2.2.9.1. Questionnaire 2 outlines the skills sets for each price level and links to the procurement portal's Commercial Envelope requirement reference CE1

2.2.10. Supplementary Documentation

- 2.2.10.1. **Questionnaire 3 – Social Value and Sustainability Sample Questions.** Questionnaire 3 details sample questions for use as the **mini-competition stage**. This are indicative only and listed as a guideline as to an evaluation question.
- 2.2.10.2. NHS England 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. NHS England 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.

2.3. Background

- 2.3.1. This Invitation to Tender (ITT) has been prepared by NHS England.
- 2.3.2. NHS England is 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 NHS England's Standing Financial Instructions.
- 2.3.4. NHS England has 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 NHS England in respect of the information provided in respect of this transaction and/or any related transaction.
- 2.3.5. NHS England 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 NHS England.
- 2.3.7. Any person considering making a decision to enter into contractual relationships with NHS England or any other person on the basis of the information provided should make their own investigations and form their own opinion of NHS England. The attention of Tenderers is drawn to the fact that, by issuing this ITT, NHS England is 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.
- 2.3.8. In accordance with NHS England's internal financial instructions and general principles applicable to public procurement, NHS England seeks best value for money in terms of the Contract reached with the successful Tenderer.
- 2.3.9. NHS England has 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.

2.3.10. Value of the Framework

2.3.10.1. The maximum value of spend for the framework is £30,000,000 excluding VAT for the full term of the agreement (including all extensions). Note however that there is no commitment to spend under this framework and any spend will be committed via each individual call-off process.

2.4. Lots

2.4.1. The Framework has a Lotted strategy thus.

- Lot 1 Leadership Development
- Lot 2 Talent Management
- Lot 3 Research and Evaluation
- Lot 4 Specialist EDI (Equality, Diversity and Inclusion)

Each Lot will be awarded separately. It is not a requirement to bid for all lots. Bidders may be awarded to multiple Lots.

2.5. Variant Tenders

2.5.1. NHS England shall not accept Variant Tenders.

2.6. TUPE

2.6.1. TUPE is not considered to apply to this tender.

2.7. Confidentiality

2.7.1. All information made available to the Tenderers by NHS England 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 NHS England.

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 NHS England 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. NHS England is subject to the greater requirements for transparency across Government operations as updated from time to time. You are hereby formally notified that NHS England 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 NHS England (together the “Disclosure Obligations”).
- 2.9.2. You should be aware of NHS England’s obligations and responsibilities under the Disclosure Obligations to disclose information held by NHS England. 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 NHS England under the Disclosure Obligations, unless NHS England 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 2 to Document 3, you must provide clear and specific detail as to:
 - 2.9.3.1. the precise elements which are considered confidential and/or commercially sensitive;
 - 2.9.3.2. why you consider an exemption under the FOIA or EIR would apply; and
 - 2.9.3.3. 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 NHS England 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 NHS England 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 NHS England, 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 NHS England on the basis that it may be disclosed under the Disclosure Obligations if NHS England considers that it is required to do so and/or may be used by NHS England 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 NHS England’s instructions and will not use such personal data for any other purpose. The contracted supplier will undertake to process any personal data on NHS England’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 NHS England the details of its Tender; or
- enters into any arrangement with any other person that it will cease to negotiate with NHS England; 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 advisers and payments made in relation to the valid remuneration of its advisers);

will be disqualified from any further involvement in this process, without prejudice to any other civil remedy that may be available to NHS England 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 NHS England or any person acting as an advisor for NHS England or 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 NHS England 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 NHS England 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 NHS England.

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 NHS England, 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 NHS England 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 NHS England and NHS England confirming in writing such acceptance to the Tenderer, the Tenderer will execute the Contract prior to contract implementation.

2.14. NHS England's Employees

2.14.1. No employee of NHS England 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 NHS England 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 NHS England, including agreement on the format and content of any publicity. NHS England wishes to make it clear that, prior to contract award, no publicity activities of the Tenderer shall be allowed.

2.16. Notification of Award and Standstill

2.16.1. NHS England have a requirement under the Public Contracts Regulations 2015 (PCR 2015) to adhere to a standstill period of 10 days following notification of award, before entering into the formal legal contract. The purpose of the standstill period is to allow unsuccessful tenderers the opportunity to seek further information from the contracting authority and consider whether their rights have been prejudiced during the tender process.

2.17. Contract term

2.17.1. The Authority proposes to enter into a framework for a 12 month period with the successful Tenderer(s) with the option of two twelve (12) month extensions. The maximum possible term for this framework is 36 months. The anticipated framework commencement date is 1st April 2023.

2.18. Payment and Invoicing

2.18.1. NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors. General requirements for an invoice for NHS England include:

- A description of the good/services supplied is included.
- NHS England reference number/Purchase Order number is included.
- The Provider will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance.

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 NHS England 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.

- 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 NHS England. Requests for Clarifications on any aspect of this ITT can be made by following the instructions in paragraph 3.3.
- 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.
- The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser 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 NHS England policies relevant to the supplies and/or services being supplied. Copies of NHS England's policies can be found by clicking on the following link:

www.england.nhs.uk/contact-us/pub-scheme/pol-proc

3.1.3. NHS England 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 NHS England and any other party.

3.1.4. Tenderers shall accept and acknowledge that by issuing this ITT, NHS England 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.

3.1.5. NHS England 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.

3.1.6. 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. Failure to comply with

one or more mandatory requirements or constraints shall entitle NHS England to reject a Tender in Full.

- 3.1.7. 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 NHS England. This covers all mandatory requirements as well as any desirable requirements to which the Tenderer responds.

3.2. Timetable

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

Stage	Date/Time
Publish ITT	22 nd September 2022
Supplier briefing session	29 th September 2022 09:30
Deadline for receipt of Tenderer clarifications	10 th October 2022 13:00
Responses to Tenderer clarifications	14 th October 2022 17:00
Deadline for receipt of Tenders	24 th October 2022 17:00
Notification of Framework award decision	27 th January 2023
Commencement of mobilisation period	27 th January 2023
Standstill period ends	7 th February 2023
Framework commencement date	1 st April 2023

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. NHS England 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 Authority's e-Tendering 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, NHS England intends to publish the questions and clarifications raised by Tenderers together with NHS England'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 NHS England 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 NHS England's response, NHS England will:
- invite the Tenderer submitting the query to either declassify the query and allow the query along with NHS England'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. NHS England 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 advisers and regardless of whether such costs arise as a consequence directly or indirectly of any amendments made to this ITT by NHS England 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 NHS England, or any of their advisers, be liable for any costs or expenses borne by Tenderers, sub-contractors, suppliers or advisers in this process.
- 3.4.3. For the avoidance of doubt, NHS England shall have no liability whatsoever to Tenderers for their 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 Atamis Solutions portal set out in the "Supplier Response Form". Failure to do so may render the response non-compliant and it may be rejected.
- 3.5.3. In evaluating Tenders, NHS England will only consider information provided in the Supplier Response Form.
- 3.5.4. Tenderers should not assume that NHS England 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 a N/A with 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. NHS England 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 NHS England's e-Tendering 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. NHS England does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.
- 3.5.14. NHS England requires the following documents to be submitted as a minimum for your Tender to be accepted:
 - Completed and signed Document 3 – Form of Tender (Attachment on Atamis to be downloaded, completed and attached in response to question within technical envelope)
 - Completed and signed Tender Declaration – Appendix 1 to Document 3 – Declarations - (Attachment on Atamis to be downloaded, completed and attached in response to question within technical envelope)

- NHSE Supplier code of conduct – Document 4 (Attachment on Atamis to be downloaded, completed and attached in response to question within technical envelope)
- Technical Questionnaire – Questionnaire 1 (To be completed on Atamis)
- Commercial Questionnaire – Questionnaire 2 (To be downloaded, completed and attached in response to question within Commercial envelope)

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 NHS England 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 NHS England for such purposes.

3.5.17. A Tender or any other document requested by NHS England 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 NHS England 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 NHS England in any way;
- is not submitted in a manner consistent with the provisions set out in this ITT;
- is received after the Deadline.

3.5.18. NHS England 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 NHS England. For the avoidance of doubt, NHS England 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, NHS England reserves the right to disqualify you based on an assessment of the updated information.

3.5.19. NHS England 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 NHS England and reserves the right to disqualify you where such evidence and verification cannot be provided or is not provided within the timescale specified by NHS England.

3.6. Amendments to Tender documents

3.6.1. At any time prior to the Deadline for the receipt of Tenders, NHS England 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, NHS England may, at its sole discretion, extend the Deadline for receipt of Tender submissions.

3.6.2. NHS England 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 150 days from the Deadline for Tender submission.

3.8. Additional Stages

3.8.1. For the purposes of this framework tender, there will be no additional stages for this process.

4. Tender Evaluation & Methodology

4.1. ITT Technical Questions

4.1.1. Tenderers will respond to a set of questions or tasks to show how they meet our award criteria (relating to each Lot bid for). Tenderers will be scored in relation to those criteria using the following scale:

4.1.2. Scoring criteria

Score	Interpretation
4 Excellent	An Excellent comprehensive response that is specific and direct on how it meets the requirements. Indicates an excellent response with detailed supporting evidence and no weaknesses resulting in a high level of confidence.
3 Good	Good understanding of the issues, good level of detail, and demonstrated that proposals are feasible so that there is a good level of confidence that they will deliver the requirements.
2 Meets the Requirements	Meets the requirements – the response generally meets the requirements but lacks sufficient detail to warrant a higher mark.
1 Poor Response	A Poor response with reservations. The response lacks convincing detail with risk that the proposal will not be successful in meeting all the requirements.

Score	Interpretation
0 Unacceptable	Failed to provide confidence that the proposal will meet the requirements. An unacceptable response with serious reservations.

4.2. Evaluation of Tenders

- 4.2.1. The overall aim of the evaluation process is to select the Tender(s) that are the most economically advantageous to NHS England, having regard to NHS England's overall objectives and the criteria set out below.
- 4.2.2. Tenderers must achieve a minimum threshold score of 2 for each of the technical criteria, otherwise they are excluded;
- 4.2.3. Tenderers that achieve the threshold score for all technical criteria will be ranked based upon their overall score i.e. their combined technical and commercial criteria scores (highest score = ranked #1) for each Lot.
- 4.2.4. All Tenderers who meet the technical threshold scores and achieve a minimum score of 2 will be awarded onto the relevant Lot.
- 4.2.5. Each Lot will be awarded separately. It is not a requirement to bid for all lots. Multiple Tenderers may be awarded to multiple Lots.

4.3. Methodology (Generic and Lots)

- 4.3.1. The following evaluation methodology will be used to score the ITT Technical responses to Tenders for Each Section:
 - All evaluation criteria are required to score a minimum of 2 for any of the evaluation criteria in order to be accepted to proceed to award, including changes to the score following any clarifications
 - For any evaluation criteria scoring 1, the Authority reserves the right to seek more information or clarification following which the score may be increased, decreased or remain unchanged.
 - Tenderers who achieve a score of 1 or below for any of the evaluation criteria will have failed to meet the minimum threshold score (2), therefore their submission will be deemed as a fail and subsequently rejected from the procurement process (subject to any potential clarification).
 - If any responses to any Evaluation Criteria score 0, the tender submission will be deemed to have failed
- 4.3.2. The selection of successful suppliers will be based on two criteria:
 - Compliance demonstrated in the Selection Questionnaire (SQ) (Pass/Fail Questions) A minimum score of 2 across all evaluation questions (generic and lot – specific).
- 4.3.3. A breakdown of award criteria question weightings and section weightings is set out below.

- 4.3.4. Irrespective of which Lot is being tendered for, all potential suppliers will be required to answer the four questions, TE1,2,3&4, set out in the first table below. It should be noted that, should any potential supplier be bidding for multiple Lots, these questions only need to be addressed once.
- 4.3.5. The response to each question must be a stand-alone response. Unless specifically requested in the question, the response must not;
- 4.3.5.1. cross refer to other questions;
 - 4.3.5.2. cross refer to other documents;
 - 4.3.5.3. include embedded documents;
 - 4.3.5.4. refer or link to additional documents;
 - 4.3.5.5. include URL links;
- 4.3.6. Bidders should note that, unless specifically requested, such information will not be considered when evaluating the response;
- 4.3.7. The Bidders entire response must not exceed the stated character limit with a minimum font size of Arial 12 with single line spacing. The minimum margins in the response template must not be changed. Any element of a response beyond the stated character limit will be disregarded and not considered in the evaluation.
- 4.3.8. **Technical Envelope Criteria Weighted Scores**

Section Weighting	Question Number	Sub- Criteria	Evaluation	Character Count	Word count	Evaluation Weighting
70%	TE1	Generic	Equality, Diversity & Inclusion	10,000	1,250	25%
	TE2	Generic	Knowledge and Understanding	8,000	1,000	20%
	TE3	Generic	Working virtually	6,000	750	15%
	TE4	Generic	Social Value	4,000	500	5%
	TE5	Generic	Sustainability/Climate Change	4,000	500	5%
+						
30%	Lot 1: Q1	Leadership and Development	Design	10,000	1,250	10%
	Lot 1: Q2	Leadership and Development	Delivery	10,000	1,250	10%
	Lot 1: Q3	Leadership and Development	Quality Assurance	10,000	1,250	10%
+						
30%	Lot 2: Q1	Talent Management	Understanding of Domain	10,000	1,250	10%
	Lot 2: Q2	Talent Management	Development Experience	10,000	1,250	10%
	Lot 2: Q3	Talent Management	Expert Focus and Standards	10,000	1,250	10%
+						
30%	Lot 3: Q1	Research and Evaluation	Focus, Skillset and Experience	10,000	1,250	10%
	Lot 3: Q2	Research and Evaluation	Impact	10,000	1,250	10%
	Lot 3: Q3	Research and Evaluation	Innovation in Practice	10,000	1,250	10%
+						
30%	Lot 4: Q1	Specialist Equality Diversity & Inclusion	Impact and Focus and Experience	10,000	1,250	10%
	Lot 4: Q2	Specialist Equality Diversity & Inclusion	Understanding	10,000	1,250	10%
	Lot 4: Q3	Specialist Equality Diversity & Inclusion	Practice and Quality Assurance	10,000	1,250	10%

The technical weighted score is established by the evaluation of Tender responses against the award criteria and weightings stated above, applying the following formula:

$$\text{Score (per criteria)} = \text{Criteria Score} / 4 \times \text{Criteria Weighting \%}$$

The Generic section score is the total of Generic sub-criteria scores

Lots 1-4 Envelopes Weighted Scores

The Lots Envelopes' weighted scores are established by the evaluation of Tender responses against the award criteria and weightings stated above, applying the following formula:

Score (per criteria) = Criteria Score / 4 x Criteria Weighting %

Each Lot section is the total of criteria scores. For each Lot, the Lot score is the total of each sub-criteria score for that Lot.

Total Score

The total score is out of a maximum total of 100% and will be rounded to two decimal places for each Lot. i.e.

Lot 1 total = Technical score + Lot 1 score

Lot 2 total = Technical score + Lot 2 score

Lot 3 total = Technical score + Lot 3 score

Lot 4 total = Technical score + Lot 4 score

Each Lot will be awarded separately. It is not a requirement to bid for all lots. Multiple bidders may be awarded to multiple Lots.

4.4. Methodology (Pricing)

4.4.1. The following evaluation methodology will be used to score Tenders:

4.4.2. Commercial **Envelope Criteria** Weighted Score.

This is scored on a pass/fail basis for each required level as indicated on the Atamis portal.

4.5. Tenders will be evaluated by an evaluation panel against the award criteria. The evaluation panel may comprise members of internal 3 Subject Matter Experts. A moderation meeting will be held to arrive at a consensus score for each compliant tender.

4.6. **The evaluation panel's decision will be final.**

5. Final Decision to Award

5.1. Once the Authority has decided to make an award the Authority will inform the successful Bidders, along with all other Bidders, via the Atamis eTendering Portal of its intention to award a Framework and will allow a 10-day standstill period in accordance with Regulations 86 and 87 of the Public Contracts Regulations 2015.

5.2. At any time following the standstill period of ten days and subject to there being no substantive challenge, a Framework may be formally entered into with the Successful Bidders(s) without further notice.

End