



# Department of Health

**Pre-Qualification Questionnaire for:**

**NHS Electronic Staff Records System (ESR)**

Deadline: 24th January 2014 at 12 noon  
PQQ Reference: [59164]

**PART A** – Instructions

## INTRODUCTION: Pre-Qualification Questionnaire

The Authority (“the **Authority**”) is issuing this Pre-Qualification Questionnaire together with the Memorandum of Information (together the “**PQQ**”) in connection with a procurement conducted in accordance with the Negotiated Procedure under the Public Contract Regulations 2006 (as amended). The ESR re-procurement (“the **Procurement**”) has been advertised in the Official Journal of the European Union (the “**OJEU**”).

The Authority has prepared the PQQ for the purpose of providing an application procedure for potential bidders interested in tendering for the Procurement (“**Potential Bidders**”) and to assist Potential Bidders in making their own evaluation of the opportunity.

Whilst prepared in good faith, the PQQ is intended only as a preliminary background explanation of the Authority’s activities and plans and is not intended to form the basis of any decision on whether to enter into any contractual relationship with the Authority. The PQQ does not purport to be all-inclusive, or to contain all of the information that a Potential Bidder may require.

Any persons considering making a decision to enter into contractual relationships with the Authority following receipt of the PQQ should make their own investigations and their own independent assessment of the Authority and its requirements and should seek their own professional, financial and legal advice.

None of the Authority, its advisors, or the directors, officers, members, partners, employees, other staff, agents or advisers of any such body or person:

- makes any representation or warranty (express or implied) as to the adequacy, accuracy, reasonableness or completeness of the PQQ;
- accepts any responsibility for the information contained in the PQQ or for its fairness, accuracy or completeness; and
- shall be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on the information or any subsequent communication in connection with this Procurement.

Only the express terms of any written contract relating to the subject matter of this Procurement as and when it is executed (the “**Agreement**”) shall have any contractual effect in connection with the matters to which it relates. English law will govern such Agreement.

Nothing in the PQQ is, or should be, relied upon as a promissory or a representation as to the Authority’s ultimate decisions in relation to the Services, which will depend at least in part on the outcome of this Procurement.

The PQQ consists of:

- Memorandum of Information (“**MOI**”)
- Part A – Instructions (this document)
  - Section One: Instructions to Potential Bidders;
  - Section Two: Evaluation Methodology and Criteria.
- Part B - PQQ Response
  - Section A: Organisational checks
  - Section B: Financial Assessment

## Pre-Qualification Questionnaire Pack (Part A) – PQQ Instructions

- Section C: Technical Assessment
- Appendix A: Confidential & Commercially Sensitive Information;
- Appendix B: Lead Bidder and Supply Chain Members;
- Appendix C: Conflicts of Interest.
- Appendix D: Case Studies
- Appendix E: Form of Performance Certificate

The Authority is using its electronic tendering portal, the Business Management System ("**BMS**") to carry out the Procurement. If you need any assistance using the BMS system please contact the helpdesk on 0113 254 5777 between 10:00hrs and 16:00hrs.

<https://www.gov.uk/government/organisations/department-of-health/about/procurement>

**If you intend to participate, then you should acknowledge your interest (as quickly as possible) by sending a message through BMS (online messages). This is the sole responsibility of the Potential Bidder and ensures that future updates etc. can be provided in an effective and timely manner. Failure to acknowledge your intention in this manner may lead to delays in receiving additional information and clarification updates.**

Any questions regarding this PQQ must be sent to the Authority using BMS (online messages). All questions must be received by the deadline for questions **7** days before the deadline for receipt of PQQ Responses. The Authority will copy all non-commercially sensitive answers to questions to all Potential Bidders (that have acknowledged an interest in the procurement) via BMS and will not respond to questions relating to this PQQ received after the deadline.

As part of the response, Potential Bidders must complete all relevant sections in Part B of this PQQ. All PQQ Responses must be returned no later than the deadline for receipt of 24th January 2014 at 12 noon and must be submitted via BMS. Late PQQ Responses shall not be accepted.

### **IMPORTANT NOTE**

**Submissions may only be uploaded via the Sourcing Home Page, using the 'Actions' window and selecting the 'Create Response' option.**

**If you upload your questionnaire response by any other method for example by using the 'New Message/ Documents' tab, the PQQ Response will not be correctly linked to the PQQ and your PQQ Response will be rejected.**

**Potential Bidders must ensure that they allow for sufficient time to upload the PQQ Response, particularly where there are large documents. If Potential Bidders have any problems with BMS, they must contact the helpdesk on 0113 254 5777 prior to the return time.**

## **SECTION ONE: Instructions to Potential Bidders**

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### **1. BACKGROUND AND COMPLIANCE**

- 1.1 The PQQ sets out the information required by the Authority in order to assess the suitability of Potential Bidders in terms of their technical knowledge and experience, capability / capacity, organisational and financial standing to meet the requirements. The Authority has prepared this PQQ on behalf of itself and the User Organisations identified in the OJEU. At the conclusion of the PQQ stage, the intention is to select a short-list of six (6) qualified Potential Bidders, who will be invited to a formal Preliminary Invitation to Negotiate (PITN). The Authority reserves the right to short-list additional or fewer Potential Bidders depending on the nature of responses received.
- 1.2 PQQ Responses shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Potential Bidder does not provide all of the information and supporting documentation the Authority has requested, the Authority may reject the PQQ Response as non-compliant.
- 1.3 The Potential Bidder is expected to examine, and where necessary respond to, all of the documents that comprise the PQQ. Potential Bidders should acquaint themselves fully with the extent and nature of the requirements and the obligations. Potential Bidders should refer to the Memorandum of Information which provides the detail of the services that are being procured under this Procurement. Potential Bidders should note that to gain access to the appendices to the Memorandum of Information, the Potential Bidders must each sign a non-disclosure agreement as referred to in the OJEU notice. However, the Potential Bidders will not need to have read the appendices to the Memorandum of Information in order to respond to the PQQ – these appendices are provided for information only. Any PQQ Response submitted is governed by this PQQ which represents the entire agreement and understanding between the Potential Bidder and the Authority in relation to the Potential Bidder's PQQ Response and the Authority's evaluation.
- 1.4 All pages of the PQQ Response must be sequentially numbered (including any forms to be completed and returned).
- 1.5 All specifications, plans, drawings, samples and patterns and anything else that the Authority issues in connection with the Procurement, remains the property of the Crown and are to be used solely for the purpose of tendering.
- 1.6 All Potential Bidders must submit their PQQ Responses in machine-readable format (preferably non-pdf).
- 1.7 By participating in the PQQ stage, Potential Bidders agree and accept that they are bound by all of the terms of this PQQ. Any attempt to qualify any of the provisions of this PQQ may result in a Potential Bidder being disqualified.
- 1.8 Potential Bidders acting in contravention of the provisions set out in the PQQ may, at the Authority's sole discretion, be disqualified from further participation in the Procurement (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a Potential Bidder may attract).
- 1.9 If information given by the Potential Bidder in their PQQ Response is found to be false, out of date or misleading by the Authority, the Potential Bidder's PQQ Response may be disqualified and/or the Authority may not proceed with any decision made to pass the Potential Bidder at the PQQ stage.
- 1.10 For the avoidance of doubt, any Potential Bidder disqualified pursuant to this PQQ will be excluded from any further participation in the Procurement.
- 1.11 The information in this PQQ and any other information provided by or for the Authority will be provided in good faith. Such information is intended only as an explanation of

the Authority's requirements and is not intended to form the basis of a Potential Bidder's decision as to whether to enter into a relationship with the Authority.

- 1.12 Neither the issue of this PQQ nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

### **2. AMENDMENTS TO THIS PQQ AND TERMINATION**

- 2.1 At any time prior to the deadline for receipt of questions, (that is 7 days before the deadline for receipt of PQQ Responses) the Authority may modify the PQQ by amendments in writing.
- 2.2 Questions from Potential Bidders must be sent to the Authority through the BMS system.
- 2.3 The Authority (at its sole discretion) may extend the deadline for receipt of PQQ Responses.
- 2.4 The Authority reserves the right to:
  - 2.4.1 cancel, or withdraw from the PQQ selection and evaluation process at any stage; and/or
  - 2.4.2 require a Potential Bidder and/or any of its Supply Chain Members to clarify its/their PQQ Response in writing and/or provide additional information (failure to respond adequately may result in a Potential Bidder not qualifying); and/ or
  - 2.4.3 amend the terms and conditions of the PQQ selection and evaluation process.

### **3. POTENTIAL BIDDERS**

- 3.1 "Supply Chain Members" are defined in the glossary to the Memorandum of Information as:

*"the sub-contractors or consortium members of the Potential Bidder who will be engaged in the delivery of the Services and who are designated as such for the purpose of this Procurement in Appendix B (Supply Chain Members) of Part B of the PQQ. The Authority recognises that at this stage of the Procurement, the identify of all the Supply Chain Members and the anticipated proportion of services to be delivered by them will be indicative."*
- 3.2 Potential Bidders should note that the Authority reserves the right to disqualify Potential Bidders and/or any Supply Chain Members where there is an actual or potential conflict of interest. Potential Bidders are therefore advised to review carefully the prior or current involvement of the Potential Bidder and its Supply Chain Members with the Authority and to identify any such conflict through the BMS prior to submission of the PQQ Response to discuss actual or potential conflicts they have identified. As an example, this may apply where a key person (those individuals who have power to influence a competitive bid) have any relatives in senior positions within the Authority and should be disclosed as part of Appendix C of Part B, if not disclosed earlier.

### **4. TIMETABLE**

- 4.1 The timetable for this Procurement follows (Table 1). This is intended as a guide only and whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

Table 1: Timetable dates

| KEY ACTIONS  | DATES                        |
|--|------------------------------|
| PQQ documentation issued   | 16/12/2013                   |
| End of clarification question period   | 17/01/2014 - 16:00           |
| PQQ return date and time   | 24/01/2014 – 12.00 noon      |
| Notification to unsuccessful and successful Bidders*                                       | 17/02/2014                   |
| Issue of PITN*   | 17/02/2014                   |
| Submission of draft PITN Outline Solutions and other requirements*                         | Late-April 2014              |
| PITN presentations and Q&A sessions*   | Mid-May 2014                 |
| Submission of PITN Outline Solutions*  | Late-May 2014                |
| Notification to unsuccessful Bidders and invites to successful Bidders for full ITN stage* | End May – Early June 2014    |
| Deadline for return of ITN*  | End July – Early August 2014 |
| Bidders notified of outcome and Standstill period*   | October 2014                 |
| Contract Award date*   | December 2014                |

\*All dates indicative at this stage.

## 5. PROVIDED INFORMATION

- 5.1 The Authority acts in good faith at all times. However, Potential Bidders must satisfy themselves as to the accuracy of information the Authority provides. The Authority accepts no liability for any loss or damage of whatever kind or howsoever caused arising from Potential Bidders use of such information, unless such information has been supplied fraudulently by the Authority (where the meaning of fraudulently is "the making of false representation knowingly, or without belief in its truth, or recklessly").
- 5.2 This PQQ and its accompanying documents shall remain the property of the Authority and must be returned or destroyed on demand.

## 6. FREEDOM OF INFORMATION ACT 2000

- 6.1 As a Government Department, the Authority is subject to, and must comply, with the, Freedom of Information Act 2000 ("**FOIA**").
- 6.2 In accordance with the obligations and duties placed upon public authorities by the FOIA and the Environmental Information Regulations 2004 ("**EIR**") the Authority may be required to disclose information submitted by the Potential Bidder.
- 6.3 In respect of any information submitted by a Potential Bidder that it considers to be "commercially sensitive" or "confidential" the Potential Bidder should:
- 6.3.1 clearly identify such information as "commercially sensitive" or "confidential" in Appendix A of Part B;

- 6.3.2 explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice; and
  - 6.3.3 provide a reasoned estimate of the period of time during which the Potential Bidder believes that such information will remain commercially sensitive and/or confidential.
- 6.4 Where a Potential Bidder identifies information as commercially sensitive or confidential, the Authority will take those views into account. Potential Bidders should note, however, that, even where information is identified as "commercially sensitive" or "confidential", the Authority may require disclosure of such information in accordance with the FOIA or the EIR. It is the sole responsibility of the Authority to decide whether the information might be exempt from disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 6.5 Where a Potential Bidder receives a request for information under the FOIA or the EIR connected to this Procurement, the Authority requires the Potential Bidder to consult with it to establish if the request is for the Authority.

### 7. DATA PROTECTION

- 7.1 The Authority will collect, hold and use personal data (as defined in the Data Protection Act 1998) obtained from and about the Potential Bidder and its staff during the course of the Procurement ("**Personal Data**"). The Potential Bidder must agree to such Personal Data being collected, held and used in accordance with and for the purposes of administering the Procurement as contemplated by the PQQ and for contract management of any Agreement subsequently awarded.
- 7.2 The Potential Bidder warrants, on a continuing basis, that it has:
- 7.2.1 all requisite authority and has obtained and will maintain all necessary consents required under the Data Protection Act 1998, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all relevant regulations together with any codes of conduct and guidance issued by the Information Commissioner (the "**Data Protection Regulations**"); and
  - 7.2.2 otherwise fully complied with all of its obligations under the Data Protection Regulations, in order to disclose to the Authority the Personal Data, and allow the Authority to carry out the Procurement.
- 7.3 The Potential Bidder shall immediately notify the Authority if any of the consents are revoked or changed in any way which impacts on the Authority's rights or obligations in relation to such Personal Data.

### 8. PROVISION OF SUBMISSIONS

- 8.1 Potential Bidders must submit a single copy of their PQQ Response using BMS. Potential Bidders must ensure that they allow for sufficient time to upload the PQQ Response, particularly where there are large documents. If Potential Bidders have any problems with BMS, they must contact the helpdesk on 0113 254 5777 prior to the return time.
- 8.2 The helpdesk is open Monday to Friday between 10am and 4pm excluding public and bank holidays. It is important to note that the Authority is not obliged to accept any questionnaire response that is submitted after the deadline for the receipt of the PQQ Responses has passed.
- 8.3 Responses to each question have a page limit. Responses are expected in English (UK), Arial Font, Minimum size 10, single line spacing. Use of diagrams is encouraged

where relevant and diagrams are included within the page limit. Annexes, attachments and supporting materials (other than those specifically requested) will not be considered as part of the evaluation process.

- 8.4 Potential Bidders are requested not to provide any extraneous information that has not been specifically requested in the PQQ including, for example, sales and marketing literature.
- 8.5 The Authority reserves the right to reject any PQQ Response if the Potential Bidder has failed to complete and return relevant parts of the PQQ; fails to provide the information requested; or the Potential Bidder has submitted qualifications to its response.
- 8.6 Subject to the Authority's absolute discretion, the Authority will not ordinarily consider (i) any requests by the Potential Bidder to amend or submit the PQQ Response after the deadline or (ii) any requests by the Potential Bidder for an extension of the time or deadline fixed for the submission of the PQQ Response.
- 8.7 In submitting its PQQ Response, the Potential Bidder further acknowledges that the Procurement is entirely independent of any tender processes that have been run by the Authority. Potential Bidders should not assume that the Authority has any prior knowledge of the Potential Bidder, its practice or reputation, or its involvement in existing services, projects or procurements. Accordingly, no previous conduct of the Authority, including for example (but not limited to) its treatment of Potential Bidders, assessment of tenders or related processes can be relied upon by the Potential Bidder as setting any precedent for the Authority's conduct in respect of this Procurement.
- 8.8 Notwithstanding paragraph 8.7, the Authority retains the right to clarify and/or verify the information submitted by the Potential Bidders.
- 8.9 After assessment of the PQQ Responses is complete, the Authority will retain copies of the PQQ Responses for such time as it considers reasonable to satisfy the Authority's audit obligations and for any associated contract management purposes.

### **9. COSTS AND EXPENSES**

- 9.1 Potential Bidders remain responsible for all costs and expenses incurred by them or by any third party acting under instructions from the Potential Bidder in connection with taking part in this Procurement and their PQQ Response and whether incurred directly by them or their advisers or sub-contractors and regardless of whether such costs arise as a consequence direct or indirect of any amendments made to this PQQ by the Authority at any time.
- 9.2 Under no circumstances will the Authority or any of its respective advisors be liable for any costs or expenses incurred by a Potential Bidder or its Supply Chain Members, funders and/or its respective advisors arising directly or indirectly from the Procurement or termination thereof, including, without limitation, any changes or adjustments made to the Procurement or documentation or disqualification of a Potential Bidder.
- 9.3 For the avoidance of doubt, where a disqualified Potential Bidder is excluded from any further participation in the Procurement under no circumstances will the Authority or its advisors be liable for any costs or expenses incurred by the disqualified Potential Bidder and/or its Supply Chain Members as a result, directly or indirectly, of such disqualification.

### **10. EVALUATION OF PQQ RESPONSE**

- 10.1 The Authority will seek to evaluate the suitability of Potential Bidders to contract with the Authority.
- 10.2 A PQQ Response shall only be compliant if it is submitted by the applicable deadline and complies with the requirements set out in this PQQ.

- 10.3 Potential Bidders who do not submit a compliant PQQ Response or fail to comply with any of the instructions set out in the PQQ may be liable to disqualification at the sole discretion of the Authority.
- 10.4 In assessing the PQQ Responses, the Authority will only consider information provided in response to the PQQ.
- 10.5 All relevant information required to support the PQQ Response should be included in the Potential Bidder's PQQ Response or, where necessary, cross-referenced in it. As stated in paragraphs 8.3 and 8.4, general corporate material and non-specific supporting documentation not requested as part of the PQQ will not be considered.

## **11. NON COLLUSION AND CANVASSING**

- 11.1 Potential Bidders must neither disclose to, nor discuss with any other Potential Bidder (whether directly or indirectly) any aspect of any response to any documents relating to this Procurement, including this PQQ.
- 11.2 Any such collusion with another Potential Bidder may constitute an infringement of the Chapter 1 prohibition contained in Section 2(1) of the Competition Act 1998 and the Potential Bidder shall also be liable to disqualification.
- 11.3 Potential Bidders and any of their Supply Chain Members shall not:
  - 11.3.1 canvass, solicit or offer any gift or consideration whatsoever as an inducement, fee or reward to any officer, employee or contractor of the Authority or any of the User Organisations, or any person acting as an adviser to any of them in connection with this Procurement; or
  - 11.3.2 do anything which would constitute a breach of the Bribery Act 2010.
- 11.4 Other than where specifically permitted by this PQQ, no attempt should be made to contact the ESR Re-procurement Project Team or any project advisers. Any enquiries made to persons connected with the Procurement other than in accordance with the instructions in this PQQ may be regarded as prima facie evidence of canvassing.

## **12. NON-SOLICITATION OF STAFF**

- 12.1 The Authority will make members of staff available to the Potential Bidders in order to assist Potential Bidders in gaining a full appreciation of the requirements of the Procurement. In consideration of these arrangements being made, Potential Bidders agree that they shall not, for so long as a party to the bidding process concerning the Procurement and for a period of six months thereafter, canvass or solicit any member of staff (or its advisors or any person employed or engaged by it) of the Authority for the purpose of offering that person employment, or any other form of remunerated engagement in connection with this Procurement or otherwise for the purposes of the business of the Potential Bidder. This undertaking shall be deemed to be given on behalf of each Potential Bidder and any Supply Chain Member to the Potential Bidder who is material to the progression of that Potential Bidder's PQQ Response.

## **13. CHANGES TO POTENTIAL BIDDERS OR PQQ RESPONSES**

- 13.1 Potential Bidders are subject to an on-going obligation to notify the Authority of any material changes in their financial or other circumstances. The Authority should be notified of any material change in writing as soon as it becomes apparent. Failure to notify the Authority of any material changes or to comply with any of these provisions may lead to a Potential Bidder being liable for disqualification (in which case the provisions of paragraph 1.8 shall apply).

- 13.2 If the Potential Bidder's PQQ Response has been assessed as successful and it subsequently changes its legal status or any material element of its PQQ Response after the deadline and before the Agreement commences, the Potential Bidder must inform the Authority. In such circumstances, the Authority may contact the Potential Bidder for additional information to confirm the assessment of their PQQ Response. If upon re-assessment, the Potential Bidder's PQQ Response is deemed to be unsuccessful or any conditions of contract award are not met, the Authority will not permit the Potential Bidder to proceed in the Procurement.
- 13.3 The Authority reserves the right to refuse to allow such a change and to disqualify any Potential Bidder from further participation in the Procurement in the event that such a change is made (in which case the provisions of paragraph 1.8 shall apply). In exercising its absolute discretion to either refuse or allow such a change, the Authority may take into account whether such change is material to the delivery of the Services and whether the change would have impacted upon the evaluation of the Potential Bidder as part of the process.
- 13.4 In the event that the Authority is prepared to consider such a change, further evaluation of the Potential Bidder, including its Supply Chain Members, is likely to be required and Potential Bidders should note that such further evaluation may result in the Authority refusing to allow the change.

#### **14. MODIFICATION AND WITHDRAWAL OF SUBMISSION**

- 14.1 The Potential Bidder may modify the PQQ Response prior to the deadline for receipt. Any Potential Bidder wishing to submit a new PQQ Response using BMS should contact the BMS helpdesk to advise that a replacement PQQ Response is being submitted. It is the Potential Bidder's responsibility to contact the BMS helpdesk to resolve any problems with the electronic submission of the PQQ Response.
- 14.2 No PQQ Response may be modified after the deadline for receipt of submissions.
- 14.3 PQQ Responses may be withdrawn at any time before the deadline for receipt of PQQ Responses. New PQQ Responses may be submitted up until the deadline, providing such intention is notified to the Authority using BMS or in writing when BMS cannot be used.
- 14.4 The Potential Bidder may withdraw a PQQ Response after the deadline for receipt of PQQs, providing such intention is notified to the Authority using BMS or in writing when BMS cannot be used.

#### **15. SMALL MEDIUM ENTERPRISES**

- 15.1 The Authority is fully committed to supporting the Government's small and medium enterprises<sup>1</sup> ("**SME**") initiative; for the Authority the target is that 18% of spend will go to SMEs by 2015. All Potential Bidders will be encouraged to support this initiative both directly and through their supply chains.
- 15.2 The Authority, when appropriate, may ask for proposals as part of Procurement on how Potential Bidders are intending to support the SME initiative.
- 15.3 Potential Bidders must also be aware that as part of this initiative, the Authority will expect that any Supply Chain Members are paid promptly. For certain contracts, the Authority reserves the right to validate that prompt payment is taking place.

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<sup>1</sup> [http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index\\_en.htm](http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm)

- 15.4 Potential Bidders are encouraged to make their own commitment on prompt payment by registering with the [Prompt Payment Code](#)<sup>2</sup>.

## 16. CONSORTIUM AND PRIME / SUB-CONTRACTOR BIDS

- 16.1 Where organisations wish to collaborate to form a consortium, at the discretion of the Authority, the consortium may be required to form a legal entity which will enter into the proposed Agreement. However, this does not preclude a single organisation offering to contract for the supply of all the Services as a prime contractor or lead consortium member ("**Lead Bidder**") (whether supported by sub-contract arrangements or otherwise).
- 16.2 Where a consortium or sub-contracting approach is proposed, all information requested should be provided in respect of the Lead Bidder. Relevant information should also be provided in respect of the Supply Chain Members. Information must be provided in respect of the arrangements by completing and submitting Appendix B of Part B of this PQQ. The information required in relation to the arrangements includes:
- 16.2.1 setting out the value of services to be delivered by each Lead Bidder or Supply Chain Member as a percentage of the anticipated total value of the services to be provided by the Potential Bidder; and
- 16.2.2 explaining equity participation and other roles.
- 16.3 Potential Bidders are encouraged to submit supporting information (for example diagrams explaining the consortium or supply chain structure) to the extent that this information assists the Authority in further understanding the proposed arrangements.
- 16.4 Where the Lead Bidder is a special purpose vehicle ("**SPV**") or holding company, information should be provided about the extent to which the SPV/holding company will call upon the resources and expertise of its members to fulfil the Services. However, the Authority reserves the right to require a successful consortium to form a single legal entity in accordance with regulation 28 of the Public Contracts Regulations 2006 or to adopt such structure as may be considered by the Authority to be appropriate for the requirements of the Agreement.
- 16.5 The Authority recognises that arrangements in relation to consortia and sub-contracting may be subject to future change, and the anticipated proportion of services to be delivered by Consortium Members and/or Sub-contractors will be indicative at this PQQ stage. Potential Bidders should therefore respond in the light of such arrangements as are currently envisaged. Potential Bidders are reminded that any future change in relation to consortia and sub-contracting must promptly be notified to the Authority, so that it can make a further assessment by applying the selection criteria to the new information provided.
- 16.6 The Authority may, at its discretion, allow an organisation to participate in the Procurement as a Supply Chain Member in respect of more than one Potential Bidder, provided that at all times the Authority is satisfied that there is no negative effect on the competition caused by such arrangements and also that its requirements in relation to the management of any conflicts of interest have been met. The Authority reserves the right to require such Supply Chain Members to put into place appropriate arrangements to provide additional reassurance around non-collusion and avoiding conflicts of interest in such circumstances.
- 16.7 Potential Bidders/Supply Chain Members will be required to complete the following sections:

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<sup>2</sup> <http://www.promptpaymentcode.org.uk>

- 16.7.1 Section A (Organisational Checks) of Part B for the Lead Bidder and each Key Supply Chain Member;
- 16.7.2 Section B1 (Evidence of Financial Standing) of Part B for the Lead Bidder and each Key Supply Chain Member;
- 16.7.3 Section B2 (Parent Company Guarantee) of Part B for the Lead Bidder;
- 16.7.4 Section B3 (Evidence of Financial Capacity) of Part B for the Lead Bidder.
- 16.7.5 Section C (Technical Assessment) of Part B is to be completed by the Lead Bidder, where necessary referring to other Supply Chain Members for specific question responses.

## 17. TRANSPARENCY

- 17.1 In accordance with the Government's policy on transparency, Potential Bidders should be aware that the Authority intends to make the PQQ and any subsequent Procurement Documentation including the resulting Agreement publicly available, by publishing it on the Government portal: [Contracts Finder](#)<sup>3</sup>.
- 17.2 By submitting a PQQ Response the Potential Bidder gives permission for the Authority to publish the PQQ Response and any subsequent Procurement Documentation including the resulting Agreement in their entirety, including from time to time any agreed changes to the Agreement (i.e. Variation Orders), to the general public.
- 17.3 The Authority shall be responsible for determining in its absolute discretion whether any of the content of the PQQ Response is exempt from disclosure, as per paragraph 6 or pursuant to the Agreement, also taking into account the Data Protection Act 1998. If the PQQ Response is submitted as a PDF a Potential Bidder may be requested to provide the PQQ Response in an editable format (such as Microsoft Word) in order to allow the Authority to redact any information deemed "commercially sensitive" or "confidential".

## 18. WARRANTIES

- 18.1 A Potential Bidder in taking part in this Procurement (and submitting its PQQ Response) warrants and represents to and undertakes with the Authority that:
  - 18.1.1 by submitting a PQQ Response unless otherwise disclosed in writing to the Authority with the PQQ Response, any information supplied by the Potential Bidder shall remain true;
  - 18.1.2 it has complied with the conditions set out in this PQQ in all respects;
  - 18.1.3 all information, representations and other matters of fact communicated (whether in writing or otherwise) to the Authority by the Potential Bidder or its employees in connection with the PQQ Response are true, complete and accurate in all respects; and
  - 18.1.4 it has not submitted a PQQ Response (and will not enter into the Agreement) in reliance upon any representation or statement (whether made orally, in writing or otherwise) which may have been made by the Authority's officers, employees, or agents, or their appointed advisers.

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<sup>3</sup> <http://www.businesslink.gov.uk/contractsfinder>

## **19. CONTRACTUAL ISSUES**

- 19.1 Without prejudice to any warranties given, this PQQ does not form a separate, collateral or implied contract between the Potential Bidder and the Authority.
- 19.2 The relevant parts of the Potential Bidder's PQQ Response may form part of an Agreement subsequently awarded.
- 19.3 The subject matter of this Procurement shall only have contractual effect when and to the extent that it is contained in the express terms of an executed written contract.
- 19.4 No information contained in this PQQ, or in any communication made between the Authority and any Potential Bidder in connection with this PQQ, shall be relied upon as constituting a contract, agreement or representation that any contract shall be offered in accordance with this PQQ.

## **20. PUBLICITY**

- 20.1 Potential Bidders must obtain approval from the Authority before any disclosures are made to the press or are in any other way made available to the public in respect of this Procurement. Potential Bidders must not undertake any publicity activities in relation to this Procurement without the express written permission of the Authority.

## **21. COPYRIGHT**

- 21.1 This PQQ is the copyright of the Authority and their professional advisers. Potential Bidders shall not reproduce, copy, distribute or otherwise make available to any third party the whole or any part of this PQQ in any material form (including photocopying it or storing it in any medium including electronic means) without the written permission of the Authority other than for use strictly for the purpose of preparing their PQQ Response in relation to this Procurement.
- 21.2 This PQQ and all copies thereof are and shall remain the property of the Authority and must be returned or destroyed on demand.

## **22. CONFIDENTIALITY**

- 22.1 The information provided in (and in connection with) this PQQ is made available on the condition that it is treated as confidential (except any such information as may already be in the public domain or may come into the public domain otherwise than by reason of a breach of a confidentiality obligation).
- 22.2 The Potential Bidder (and any of its directors, officers, employees, agents or advisers) must not disclose, copy, reproduce, distribute or pass to any other person at any time any Information (except for the purposes of enabling a response to this PQQ). In any case any disclosure to any person shall only be made to a person who needs to receive the same and who has given an undertaking at the time of receipt of the relevant Information to keep such information confidential.
- 22.3 The Potential Bidders are also under an obligation to adhere to the non-disclosure agreement that they will have signed to gain access to the Data Room containing various documents relating to the Procurement.

## **23. COMMUNICATIONS**

- 23.1 All documents and all correspondence relating to the Procurement must be written in English.

- 23.2 It is the Potential Bidder's responsibility to monitor email messages received by the Authority, and the Authority accepts no liability where this is not done. All electronic communication with Potential Bidders will be deemed to have been received by the Potential Bidder at the time of transmission.
- 23.3 Questions and answers notified to Potential Bidders will form part of the PQQ, and must be considered by Potential Bidders.
- 23.4 It is each Potential Bidder's sole responsibility to ensure that the named contact provided in Part B, A2, responds to any such requests within the specified time period. Unless advised to the contrary, the Authority will use the e-mail address advised in Potential Bidders' submission to the OJEU.
- 23.5 Where the Authority contacts the Potential Bidder to seek clarification or further information, the Potential Bidder must provide the information requested by the date specified by the Authority. If the Potential Bidder fails to provide the information requested by the date specified by the Authority, this may result in the Potential Bidder being disqualified. Any information provided by the Potential Bidder after the specified date will not be taken into account by the Authority.
- 23.6 All responses received and any communication from Potential Bidders will be treated in confidence but will be subject to paragraph 6. Potential Bidders are reminded that clarifications should only be requested in respect of information contained in the PQQ.

## **24. GENERAL**

- 24.1 In any documentation issued as part of this Procurement, except where the context otherwise requires:
- 24.1.1 defined terms shall have the meaning given to them in the MOI or as otherwise set out in this PQQ;
  - 24.1.2 words importing one gender include all other genders and words importing the singular include the plural and vice versa;
  - 24.1.3 enactment means any statute or statutory provision (whether of the United Kingdom or elsewhere), subordinate legislation (as defined by section 21(1) Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;
  - 24.1.4 a reference to any enactment shall be construed as including a reference to:
    - 24.1.4.1. any enactment which that enactment has directly or indirectly replaced (whether with or without modification);
    - 24.1.4.2. that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of the document;
  - 24.1.5 defined terms shall have the meaning set out in paragraph 1.21, unless otherwise defined and the headings to the Sections and Sections of any document hereto are for ease of reference only and shall not affect the construction of any document; and
- 24.2 The PQQ shall be governed by and construed in accordance with English law.

## SECTION TWO: Evaluation Methodology & Criteria

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### 1. OVERVIEW

- 1.1. This document sets out how the Authority intends to evaluate PQQ Responses. It outlines the evaluation criteria and respective weightings, as well as the evaluation methodology to be applied.

### 2. EVALUATION PROCESS

- 2.1. The evaluation process will consist of four stages:
  - (a) preliminary compliance stage;
  - (b) the organisational check stage as set out in Section A of Part B ("**Organisational Checks**");
  - (c) the financial assessment stage as set out in Section B of Part B ("**Financial Assessment**"); and
  - (d) the technical and professional ability checks stage as set out in Section C of Part B ("**Technical Assessment**").
- 2.2. The successful Bidders that will progress to PITN stage are those that fulfil the following criteria:
  - (i) Have complied with and completed all relevant sections required by the Authority;
  - (ii) Have passed the Organisation Checks in Section A;
  - (iii) Have passed the Financial Assessment in Part B;
  - (iv) Have scored above the minimum threshold to questions 1-10 in Section C of the PQQ Response for the Technical Assessment:
    - No 0 score (unacceptable) against any of the questions; and
    - No more than 2 scores of 1 (weak); and
  - (v) Are ranked in the top six for the Technical Assessment.
- 2.3. The Authority reserves the right to shortlist additional or fewer Potential Bidders depending on the nature of PQQ Responses received. In the event of two Potential Bidders eligible as part of the top six Potential Bidders scoring the same pursuant to Section 2.2 (v), both will progress to PITN.
- 2.4. Potential Bidders are asked to supply a number of case studies of previous contracts in no more than 3 sides of A4 in the format set out in Appendix D of Part B. Each case study should include a summary of the contract and services provided, a summary of the approach the Potential Bidder took, a description of the challenges faced and how they were overcome, a description of the benefits delivered and the contact details for the client (name, email, etc.). These case studies will not be evaluated as such but shall be used as reference by Potential Bidders when providing a response to the Technical Assessment questions. The Authority reserves the right to take reference from the designated contact persons provided with these case studies.
- 2.5. It should be noted that the results of the Financial Assessment are not carried forward into the Technical Assessment (and in effect act as a "gate" through which Potential Bidders must pass).
- 2.6. An evaluation panel consisting of suitably experienced members from the Authority, the ESR Re-procurement Project Team, the NHS Central Team, the Authority's

professional advisers and members of the Procurement Centre of Expertise ("**PCoE**") will carry out the evaluation.

- 2.7. Potential Bidders should note that following the PQQ evaluation, the Authority will notify each Potential Bidder in writing as to whether it will be invited to progress to PITN stage in the Procurement. The Authority will not (and is under no obligation to) provide verbal debriefs to any Potential Bidder who is unsuccessful at PQQ stage.

### 3. PRELIMINARY COMPLIANCE STAGE

- 3.1. The Authority will review and ensure that the Potential Bidders have provided all the relevant document and answers, and the additional information requested by the Authority.
- 3.2. As stated in paragraph 23 of Section One of this Part A, the Authority reserves the right to either request clarifications for missing information or to reject any PQQs it considers substantially incomplete, or non-compliant. Each PQQ Response will be assessed on its own merit, according to the level/importance of omitted or non-compliant content.

### 4. ORGANISATIONAL CHECKS

- 4.1. The Authority will review the pass/fail questions in Section A of Part B as follows:

| <u>Question</u>  | <u>Evaluation Criteria</u>  |
|--|---|
| A.6.<br>Grounds for<br>Mandatory Rejection   | If Potential Bidders answer 'No' to all questions then they will pass.<br>If Potential Bidders answer 'Yes' to any of the questions then they will fail.  |
| A.7<br>Grounds for<br>Discretionary<br>Rejection<br>(a) – (i), (l), (n) – (p)<br>and (r) | If the Potential Bidder answers 'No' to all these questions they will pass.<br>If the Potential Bidder answers 'Yes' to any of these questions, and: <ul style="list-style-type: none"> <li>• supplies additional information about remedial actions taken, the Authority will consider the information and may decide whether to exclude them or not on this basis; or</li> <li>• does not provide any additional information then they will fail.</li> </ul>  |
| A.7<br>Grounds for<br>Discretionary<br>Rejection<br>(j) – (k), (m) and (q)               | If the Potential Bidder answers 'Yes' to all these questions they will pass.<br>If the Potential Bidder answers 'No' to any of these questions, and : <ul style="list-style-type: none"> <li>• supplies additional information about remedial actions taken, the Authority will consider the information and may decide whether to exclude them or not on this basis; or</li> <li>• does not provide any additional information then they will fail.</li> </ul> |
| A.9.<br>Past Performance   | Potential Bidders must supply the list of key contracts worked on in the last three years, include the summary of the contract and contact details for a relevant contact at the Authority receiving the services and provide performance certificates in the form at Appendix E of Part B. These performance certificates will not be scored by the Authority.   |

**5. FINANCIAL ASSESSMENT**

- 5.1. The information provided as part of the Financial Assessment will be evaluated based on (1) a Pass / Fail section and (2) a scored section which will then be converted to a pass/fail result. This scored section will not be combined with the marks from the Technical Assessment and is a standalone pass/fail section subject to the criteria set out below. Please refer to paragraph 16.7 of section one of this document for details of which sections of the financial assessment are to be completed by the Lead Bidder and the Key Supply Chain Members.
- 5.2. The Pass/Fail section is in section B2 of Part B and assesses whether the Potential Bidder has confirmed its willingness to provide a Parent Company Guarantee or other guarantee of performance and financial standing to the equivalent value.
- 5.3. The scored section is based on the information provided by Potential Bidders pursuant to Sections B1 and B3 of the PQQ Response and as otherwise stated in this paragraph 5.
- 5.4. This scored section is scored out of a maximum of 6 marks for the three combined areas of Financial Stability, Financial Scale and Financial Capacity. The outcome of the scored section will be as follows:
  - A total of 0-2 marks or a score of 0 on any individual question = Potential Bidder fails the section.
  - 3-4 marks = Conditional progression. The Authority may seek further clarification and reassurance that any potential risks can be fully mitigated. The Authority reserves the right to eliminate the Potential Bidder from the competition if the Potential Bidders does not meet the Authority’s conditions of progression by the PITN Response date.
  - 5-6 marks = Potential Bidder passes the Financial Assessment.

| <b>Tests</b>  |                            |
|---|----------------------------|
| <b>Financial Stability</b>  | <b>Max score available</b> |
| <p><b>Approach</b></p> <p>This assessment will focus on the overall financial stability of the Potential Bidder, using the data supplied in response to this PQQ, and other information available in the public domain. Assessment activity will include:</p> <ul style="list-style-type: none"> <li>• Review of financial statements provided in response to question B1 or B2</li> <li>• Review of material changes since date of last audited statements</li> <li>• Media search, using Factiva or other news search function</li> <li>• Review of Potential Bidder’s Credit Rating and Debt Rating</li> </ul> <p>If the Potential Bidder has confirmed a willingness to provide a Parent Company Guarantee, the financial stability assessment will be applied to the Parent company. In the case of a consortium or sub-contracting approach, financial information relating to the Lead Bidder and each Key Supply Chain Member will be considered as part of the assessment.</p> <p><b>Scoring</b></p> <p>The Potential Bidder will be awarded a score out of a total of 2 marks as follows, based on the professional judgement of the financial evaluation team:</p> <ul style="list-style-type: none"> <li>• Major concerns noted – 0 marks</li> <li>• Non-major concerns noted – 1 mark</li> </ul> | <p>2</p>                   |

|  |          |
|--|----------|
| <ul style="list-style-type: none"> <li>No concerns noted regarding the financial stability – 2 marks</li> </ul> <p>Major concerns that may result in a mark of 0 being awarded include but will not be limited to:</p> <ul style="list-style-type: none"> <li>A Dun and Bradstreet Risk Indicator of 4</li> <li>Net Liabilities Balance Sheet position (excluding any Pension deficit) at the previous year-end</li> <li>Accounts qualified on the basis of going concern</li> <li>Evidence that the organisation is insolvent or at risk of becoming insolvent Current or impending administration</li> </ul>   |          |
| <p><b>Financial Scale</b></p>  |          |
| <p><b>Approach</b></p> <p>The Potential Bidder’s turnover will be used as an indicator of the financial scale of the organisation.</p> <p>Where the Potential Bidder has confirmed a willingness to provide a Parent Company Guarantee, the financial scale assessment will be applied to the Parent Company.</p> <p>In the case of a consortium or sub-contracting approach, the turnover of the Lead Bidder and each Key Supply Chain Member will be multiplied by the anticipated value of the services to be delivered by that organisation as a % of the total value of Potential Bidder services (as set out in the Potential Bidder’s Appendix B submission), and combined to provide an aggregate equivalent level of turnover for the purpose of this assessment.</p> <p><b>Scoring</b></p> <p>The Potential Bidder will be awarded a score out of a total of 2 marks as follows:</p> <ul style="list-style-type: none"> <li>Annual turnover of less than 100% of the anticipated annual contract value – 0 marks</li> <li>Annual turnover of 100% - 200% of the anticipated annual contract value – 1 mark</li> <li>Annual turnover of greater than 200% of the anticipated annual contract value – 2 marks</li> </ul> | <p>2</p> |
| <p><b>Financial Capacity</b></p>   |          |
| <p><b>Approach</b></p> <p>It is anticipated that the successful Potential Bidder will require available financial capacity of at least £15m in order to deliver the Services. This assessment will be based on the evidence of financial capacity as provided by Potential Bidders in response to question B3 of Part B.</p> <p><b>Scoring</b></p> <p>The Potential Bidder will be awarded a score out of a total of 2 marks as follows:</p> <ul style="list-style-type: none"> <li>Available financial capacity of less than £15m evidenced – 0 marks</li> <li>Available financial capacity between £15m and £30m evidenced – 1 mark</li> <li>Available financial capacity in excess of £30m evidenced – 2 marks</li> </ul>   | <p>2</p> |

## 6. TECHNICAL ASSESSMENT

- 6.1. The following table sets out the questions in each section of Section C of Part B. Potential Bidders shall ensure that their responses do not exceed 3 sides of A4 per question including diagrams (where relevant).
- 6.2. A 'relevant' example or case study is one which demonstrates one or more capabilities which will be required to deliver the services that are the subject of the Procurement.

|            |   |
|------------|---|
| <b>C1.</b> | <p><b>Contract performance</b></p> <p>Please describe your experience of managing the performance of large scale and complex HR and Payroll system and services contracts, including:</p> <ul style="list-style-type: none"> <li>• the size, scale and complexity of relevant contracts,</li> <li>• how you approached contract management;</li> <li>• how you delivered business results by driving contract performance metrics;</li> <li>• how you have improved performance over time with specific reference to any key performance indicators; and</li> <li>• the results of your success, including benefits delivered to customers.</li> </ul>  |
| <b>C2.</b> | <p><b>Risk management</b></p> <p>Please demonstrate your ability and approach to managing the inherent risks of software and system operation and development including:</p> <ul style="list-style-type: none"> <li>• how you identify and categorise risks;</li> <li>• how your risk management approach avoids or minimises the impact of significant issues, including specific examples;</li> <li>• how you balance the need for agility and flexibility with robustness and reliability; and</li> <li>• any creative and innovative risk management and mitigation strategies.</li> </ul>  |
| <b>C3.</b> | <p><b>Ability to develop and manage user requirements</b></p> <p>Please demonstrate your experience in assisting clients to develop, interpret and manage user requirements to the extent necessary to successfully develop system and operational outputs and outcomes, including:</p> <ul style="list-style-type: none"> <li>• your processes for tracking and managing user requirements as they emerge;</li> <li>• your mechanics for investigating and considering options for delivering requirements, including relevant considerations such as deliverability, benefits, risks and timescales;</li> <li>• your governance processes for prioritisation of potential requirements;</li> <li>• approaches for improving user understanding of what will be delivered;</li> <li>• engagement of users in the design process; and</li> <li>• how you ensure high quality communications and engagement throughout.</li> </ul>   |
| <b>C4.</b> | <p><b>Experience in collaborative relationships</b></p> <p>Please describe how you have developed relationships when delivering contracts, both between any consortium partners and/or subcontractors and with the client organisation. Specific examples should illustrate how the development of these relationships assisted in the delivery of the contract and the management of successful outcomes including:</p> <ul style="list-style-type: none"> <li>• how the relationships have been established and customised for the specific contract;</li> <li>• how necessary infrastructure was established to manage relationships;</li> <li>• your approach to the allocation of work amongst parties, and the consideration of, and allocation of, appropriate resource levels to task;</li> <li>• where, and how you have ensured continuity of personnel and engagement over prolonged periods; and</li> <li>• how you have maintained collaborative relationships through exit and contract termination situations.</li> </ul> <p>Please provide any charters or governance structures or other documentation that support your claims.</p> |

|                   |  |
|-------------------|--|
| <p><b>C5.</b></p> | <p><b>Ability to manage system transition</b></p> <p>Please describe your ability to manage large scale service transitions, including take on of legacy technology and operational systems, demonstrating experience of transition of a significant size and scale, in relation to hardware, software and personnel transfer including:</p> <ul style="list-style-type: none"> <li>• design, delivery and subsequent successful execution of structured transition plans;</li> <li>• your approaches to taking on and managing inbound transfer from legacy suppliers and systems;</li> <li>• how you have approached operating in environments with incomplete or inaccurate information;</li> <li>• your approach to the limitations of due diligence / assessment;</li> <li>• where you have successfully taken on legacy hardware platforms; and</li> <li>• how you have transferred knowledge from, and where appropriate, retained staff in TUPE transfer environment.</li> </ul> <p>Please include indicators and results of successful transition as well as approaches to managing risk. Examples of both how you have taken on and transitioned services to other suppliers are expected.</p> |
| <p><b>C6.</b></p> | <p><b>Ability to manage transformation of legacy technology platforms</b></p> <p>Please give examples of how you have managed transformative upgrades of large scale legacy systems to a new platform or environment, including:</p> <ul style="list-style-type: none"> <li>• how you have identified and prioritised opportunity for business performance improvement;</li> <li>• how you have rapidly developed and deployed improvements without compromising system integrity;</li> <li>• your approach to incorporating late emerging requirements;</li> <li>• how you have successfully segmented and componentised large complex systems;</li> <li>• how you have driven up usage and satisfaction with large complex systems.</li> </ul> <p>Please include both business and technical indicators of successful transition.</p>  |
| <p><b>C7.</b></p> | <p><b>Experience in professional project management</b></p> <p>Please describe your approach to the provision of professional project / programme management (P/PM) services, and the extent to which your project management approach has contributed to successful outcomes, including:</p> <ul style="list-style-type: none"> <li>• how your P/PM method has driven performance outcomes;</li> <li>• how you have created a culture of P/PM within client and user teams; and</li> <li>• where you have successfully used P/PM techniques to deliver large complex transformation activities to time and budget.</li> </ul>   |
| <p><b>C8.</b></p> | <p><b>Experience in system operations</b></p> <p>Please describe your approach to the management of on-going system operations through the life of the contract, including (but not limited to):</p> <ul style="list-style-type: none"> <li>• your approach to service management;</li> <li>• the indicators of success by which you judge your service management operation;</li> <li>• how this has enabled you to respond quickly and efficiently in changing environments;</li> <li>• how you have responded to environmental factors / issues outside of your control;</li> <li>• your approach to testing and acceptance activities for mission critical service;</li> <li>• how you have created a continuous improvement culture and environment leading that has led to improvements in service; and</li> <li>• how you have successfully transferred established services from yourselves to alternative suppliers or back in house to customers.</li> </ul>   |
| <p><b>C9.</b></p> | <p><b>Experience in managing users and stakeholders</b></p> <p>Please outline, your approach to managing and engaging with key users and stakeholders across distributed multi-organisation environment whose support is required to ensure</p>  |

|                    |   |
|--------------------|---|
|                    | <p>successful outcomes including details of:</p> <ul style="list-style-type: none"> <li>• where you have, through engagement, driven up usage and adoption, including indicators and results of successful customer service;</li> <li>• user stakeholder engagement that has led to change in behaviours / metrics;</li> <li>• approaches to exert influence rather than direct / incentivise;</li> <li>• approaches to successful engagement with users / stakeholders; and</li> <li>• approaches to understanding, and measuring, what is important to users.</li> </ul>  |
| <p><b>C10.</b></p> | <p><b>Capacity and capability</b></p> <p>Please explain the capacity and capability available for contracts from within your proposed organisation / supply chain or consortium. Responses are expected to include, but not be limited to, details of:</p> <ul style="list-style-type: none"> <li>• the overall level of resource available with relevant skills to support new contracts;</li> <li>• CVs of likely key leadership individuals who are responsible for undertaking critical roles of the new contract delivery (no more than 8 expected and these are in addition to the answer limit). It is the Authority's expectation that, in so far as it is practicable to do so, these key individuals will also be part of the team in charge of delivering the Services to be designated later in the Procurement by the Potential Bidders;</li> <li>• examples of the typical profile of more junior resources you would expect to support these individuals (including typical levels of experiences, training and professional qualifications).</li> </ul> |

- 6.3. Section C, questions 1 – 10 of PQQ Responses will be scored using the generic scoring scheme provided in Table 2 below. In applying the scores set out in Table 2, the Authority's evaluation panel will consider the extent to which the response demonstrates that the Potential Bidder has a clear understanding of, and is able to meet, the Authority's requirements as set out in the Memorandum of Information, including the investment objectives described in the Memorandum of Information, as well as meeting the specific requirements set out in the question.
- 6.4. Where a response would be given a particular score on the basis of the information provided by the Potential Bidder using the scoring scheme in Table 2 below, but fails to address one or more requirements of the question, the evaluation panel may award a lower mark for that response, depending on the materiality of the omission.
- 6.5. The scored responses are assessed out of a maximum of six (6). The assessors will be unable to give partial scores (for example 2.5) however, when aggregating scores the score for the Technical Assessment will be rounded to two decimal places.
- 6.6. A score of zero (0) against any Technical Assessment question will constitute a failure to evidence suitability (against the requirement of the Procurement) and will automatically disqualify the Potential Bidder from the Procurement. In addition, those Potential Bidders that achieve a score of one (1) against three or more questions will be considered to have shown sufficient weakness to also be disqualified from the Procurement.

Table 2: Generic Scoring Scheme

| GRADE LABEL  | GRADE | DEFINITION OF GRADE  |
|--------------|-------|--|
| Unacceptable | 0     | <p>The response has been omitted, or the assessor is confident that the Potential Bidder's PQQ Response evidences inadequate (or insufficient) capability <b>or</b> capacity to deliver the Authority's requirements: For example, but not limited to:</p> <ul style="list-style-type: none"> <li>• experience is significantly below that which would be a reasonable demonstration of capability or capacity;</li> <li>• current capability or capacity is significantly below that which could be considered reasonable to deliver the requirement(s).</li> </ul>                           |
| Weak         | 1     | <p>The assessor is confident that although the response has merit, there is weakness evident in either the capability or the capacity in relation to the Authority's requirements.</p> <p>For example, but not limited to:</p> <ul style="list-style-type: none"> <li>• a component of the stated requirement is either missing or not demonstrated;</li> <li>• the evidence provided is not compelling enough to assure that the capability or capacity is appropriate to the requirement(s);</li> <li>• the response shows a lack of understanding of the Authority requirements.</li> </ul> |
| Satisfactory | 2     | <p>The assessor is confident that the Potential Bidder's PQQ Response has evidenced a suitable and / or sufficient level of capability and capacity in relation to the Authority's requirements.</p> <p>For example, but not limited to:</p> <ul style="list-style-type: none"> <li>• evidence is of a suitable scale and complexity to assure that the experience is comparable with the delivery requirement(s)</li> <li>• evidence provided provides assurance of delivery capability and capacity</li> </ul>   |
| Good         | 4     | <p>As "satisfactory" and the assessor is confident that the Potential Bidder's PQQ Response has evidenced a level of capability and/or capacity above the Authority's requirements.</p> <p>For example, but not limited to:</p> <ul style="list-style-type: none"> <li>• evidence is of either more than a suitable scale and/or complexity to assure that the experience is comparable with the delivery requirement(s)</li> <li>• evidence provided provides a level of assurance of delivery capability and capacity beyond the basic requirements</li> </ul>                               |
| Excellent    | 6     | <p>As "good" and the assessor is confident that the Potential Bidder's PQQ Response has evidenced a level of capability and capacity in excess of the Authority's requirements.</p> <p>For example, but not limited to:</p> <ul style="list-style-type: none"> <li>• evidence is of a significantly larger scale and/or level of complexity to assure that the experience is comparable with the delivery requirement(s)</li> <li>• evidence provided provides a level of assurance of delivery capability and capacity that is significantly beyond the basic requirements</li> </ul>         |

## 7. CONSIDERING PAST PERFORMANCE

- 7.1. Pursuant to the Cabinet Office Procurement Policy Note 09/12 “Taking Account of Bidders Past Performance”: <https://www.gov.uk/government/publications/procurement-policy-note-09-12-taking-account-of-bidders-past-performance>, the Government has developed an approach to ensuring that previous poor performance by Potential Bidders can be taken into account and robustly assessed prior to entering in to certain new contracts. This will give Government confidence, based on past performance, that those awarded such contracts will perform them satisfactorily in accordance with their terms.
- 7.2. The policy is that, as part of any assessment of a Potential Bidder’s technical and professional ability, the Authority should ensure that any failure to discharge obligations under the previous principal relevant contracts of those who will be involved in performing the Agreement (if awarded to the Potential Bidder) is taken into account in the assessment of whether specified minimum standards for reliability for such contracts are met.
- 7.3. The Authority is therefore requesting performance certificates in relation to previous principal relevant contracts but these performance certificates will not be scored.
- 7.4. In addition, under the policy, the Authority will re-assess reliability based on past performance before key points in the Procurement (i.e. short-listing at PITN, preferred bidder status at ITN, conclusion of contract etc.). Potential Bidders will accordingly be asked to update the evidence they provide in relation to past performance to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).