

# **Document 1**

## **ITT Process Overview (Procurement Method: Open Process) For the Provision of: Community Ophthalmology Service On behalf of:**

**NHS Nottingham North & East Clinical Commissioning Group**

**Nottingham West Clinical Commissioning Group**

**Mansfield & Ashfield Clinical Commissioning Group**

**Newark & Sherwood Clinical Commissioning Group**

**Rushcliffe Clinical Commissioning Group**

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## 1.0 INTRODUCTION AND OVERVIEW

### 1.1 Background and Context to the Procurement

NHS Arden and Greater East Midlands CSU (AGCSU) on behalf of the The CCGs in south Nottinghamshire (Nottingham North & East, Nottingham West and Rushcliffe) and mid-Nottinghamshire (Mansfield & Ashfield and Newark & Sherwood) are inviting suitably qualified and experienced providers to deliver Community Ophthalmology Service.

### 1.2 Aims and Objectives of the Procurement

#### Aim

The aim of the Community Ophthalmology Service is to manage patients with ophthalmic conditions in a community care setting where it is appropriate to do so. The Service will ensure that patients are transferred to secondary or specialist care only when specialist treatment is required, which will offer value for money and result in reduced patient anxiety.

#### Objectives

- Reduction in secondary care first and follow up appointments for patients with ophthalmic conditions that could be appropriately assessed, treated or monitored in primary care
- Reduction in secondary care referrals that are shown to be a result of a false positive test within primary care
- Provide multiple community-based clinic locations that are accessible to patients
- Reduce known barriers to access for patients, including language and sight barriers
- Offer community assessment within 2 weeks of referral with appointments that are flexible (including options at weekends and after 5pm)
- Provide a responsive and clinically robust triage of all ophthalmology referrals with protocols and pathways to guide decision making
- Improve the quality of optometrist GOS18 referrals through feedback to referrers and the provision of education that reduces unwarranted clinical variation
- Ensure consistency in approach to assessment, treatment and management of patients who are referred to the Service
- Provision of Consultant first assessments for patients with chronic open angle glaucoma (COAG) and ocular hypertension (OHT)
- Provide a named clinical and operational lead who will be responsible for the overall management and co-ordination of the Community Ophthalmology Service
- Provision of follow up monitoring/review for suitable secondary care patients

### 1.3 Scope of services

A community based ophthalmology service that will provide an integrated and cohesive approach to delivery of the triage, community assessment and treatment and

low vision aids. The Service will offer responsive, accessible and high quality ophthalmology assessment and monitoring outside of the secondary care services, with robust clinical oversight and formalised arrangements for continuous quality improvement.

The Community Ophthalmology Service will provide the following community services:

- Community Triage (GOS18 and GP referral) (see section 3.2i & 3.2ii)
- Community Assessment and Treatment (see 3.3iii) (delivered by optometrists with enhanced qualifications)
- Community Low Vision Aid Service (see section 3.2iv)

The full scope of services is detailed within **Document 4 – Service Specification (Schedule 2 - The Services)**.

#### 1.4 Estimated Contract Value

Based on the current contract it is anticipated that the service provision resultant of this procurement will have an estimated contract of **£2.3m over the initial contract period** once all relevant patients have been discharged from secondary care (assumptions around the timescale for this has been detailed in the indicative activity plan (Document 10) but the actual timescale will be subject to agreement with secondary care providers).

Bidders are to note each service activity as detailed within the Financial Model Template (Activity Tabs) has a maximum unit cost; any bids received that are over these thresholds will be rejected.

It is important to note here that the contract value and activity levels have been derived based on past experience. There is no guarantee that they will remain at these levels in the future. They may increase or decrease. The actual contract value and activity levels may differ during the period of service provision due to factors beyond the Commissioner(s) control such as increase/decrease in population of the local area, closure of other nearby NHS health organisations due to unforeseen reasons, patients experience/preference etc. Accordingly, the activity levels are used here for illustrative purposes only and unless otherwise stated in any tender documents issued as part of this Procurement, the Commissioners will not be held to them.

#### 1.5 Contract Duration and Service Commencement

As a result of this procurement exercise an agreement will be established with the successful Bidder(s) for a period of **2 years and 8 months** from 1<sup>st</sup> August 2017 to 31<sup>st</sup> March 2020, with the option to extend for up to a further year.

The contract start date is scheduled to start 1<sup>st</sup> August 2017

#### 1.6 Bidder Pool

The Commissioner(s) wish(es) to receive responses to the ITT from suitably qualified and experienced Providers with the necessary capacity and capability (or a demonstrable ability to provide the necessary capacity and capability within the requisite timescale, which is notified to Potential Bidders in the ITT) to provide the range of Services as set out elsewhere in the ITT, in a safe and effective manner. Subject to any conditions specified in the Contract or any tender documents issued in connection with the Procurement.

## 2.0 PROCUREMENT TIMETABLE

The following table (Table 2.1) provides a summary of the process for the Procurement of the Service(s) and an indicative timetable. Bidders should note that whilst AGCSU does not intend to depart from the timetable provided, it reserves the right to do so at any time.

**Table 2.1: Procurement Timetable**

Milestones	Date
Invitation to Tender (ITT) published	14 <sup>th</sup> March 2017
Deadline for receipt of clarification questions from prospective Bidders (no later than 7 working days before the tender return closing date)	03 <sup>rd</sup> April 2017 (5pm)
Response to clarification questions from prospective Bidders to be published	07 <sup>th</sup> April 2017
Deadline for receipt of ITT submissions from Bidders	<b>13<sup>th</sup> April 2017</b> <b>(12pm)</b>
Evaluation Period for evaluating ITT submissions	14 <sup>th</sup> April to 12 <sup>th</sup> May 2017
Clarification meetings (if required)	WC 15 <sup>th</sup> May 2017 (if applicable)
Preferred Bidder announced and ten day standstill period commences.	07 <sup>th</sup> June 2017
Advise Preferred Bidder(s) of completion of standstill period	26 <sup>th</sup> June 2017
Mobilisation and contract formalisation period	27 <sup>th</sup> June to 31 <sup>st</sup> July 2017
Service commencement	1 <sup>st</sup> August 2017

### 3.0 AGCSU, INFORMATION AND CONFIDENTIALITY

The Commissioner(s) has/have instructed AGCSU to conduct the procurement exercise on their behalf. AGCSU is conducting this procurement exercise as agent for and on behalf of the principal(s) (being the Commissioner(s)) with whom the successful Bidder will ultimately enter contracts for the supply of the Service(s).

- 3.1 AGCSU will not be a party to any Contract arising from this procurement and shall incur no liability arising out of or in connection with the acts or omissions of the principal(s) in connection with such contracts.
- 3.2 These instructions are designed to ensure that all Bidders are given equal and fair consideration. Therefore, it is important that Bidders provide all of the information asked for in the format and order specified.
- 3.3 Bidders should read these instructions carefully before compiling their Bid Response documents. The Commissioner(s) reserve the right to reject any Bid which does not fully comply with the requirements for the Bid Response. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the service(s) being procured by this tender and the corresponding contractual obligations.
- 3.4 All material issued in connection with this ITT shall remain the property of AGCSU and/or the Commissioner(s). This Invitation and its accompanying documents shall remain the property of AGCSU and must be returned on demand.
- 3.5 The Bidder shall ensure that each and every sub-contractor, consortium member ("Bidder Member") and advisor complies with the terms of these instructions. Failure to do so may lead to the relevant Bid being rejected by the Commissioner(s).
- 3.6 Information that is supplied to Bidders as part of the procurement exercise is supplied in good faith, however, Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Bidders of such information, unless such information has been supplied fraudulently by AGCSU. Accordingly, Bidders are not entitled to rely on any statement or representation made by AGCSU and/or the Commissioner(s), or any of their advisers.
- 3.7 All information supplied to Bidders by AGCSU in connection with this procurement exercise shall be regarded as confidential. By submitting an Offer the Bidder agrees to be bound by the obligation to preserve the confidentiality of all such information. The Bidder(s) is (are) required at all times to keep all information that they receive relating to this procurement exercise confidential. The Bidder(s) should make no announcement regarding this process without the prior written consent of the Commissioner(s). All information in relation to this procurement process provided either in writing or orally, is intended for the exclusive use of the Bidder and is provided on the express understanding that it will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any persons other than the Tenderer, save for the purpose of:

- 3.7.1 Taking legal or other advice in connection with completing an ITT response;  
and/or
- 3.7.2 Obtaining input from relevant organisations relevant to the Bidder's response to  
this ITT; and/or
- 3.7.3 Obtaining input from any other parties who the Tenderer demonstrates will  
provide information relevant to the ITT response but subject always to the prior  
written consent of the Authority to such disclosure (which it may withhold in its  
absolute discretion).

in each of the above cases, the Bidder must obtain confidentiality undertakings from  
any such parties prior to disclosure of at least equivalent strength to those set out  
above. Upon written request from the Commissioner(s) and/or AGCSU, the Bidder  
shall promptly provide evidence to the Commissioner(s) and/or AGCSU that such  
undertakings have been provided to the Bidder.

- 3.8 Nothing in this ITT or any other pre-contractual documentation shall constitute the  
basis of an express or implied contract that may be concluded in relation to this  
Procurement (or the procurement exercise generally), nor shall such documentation/  
information be used in construing any such contract. Each Bidder must rely on the  
terms and conditions contained in any contract when, and if, finally executed, subject  
to such limitations and restrictions that may be specified in such contract. No such  
contract will contain any representation or warranty in respect of this ITT or other pre-  
contract documentation.
- 3.9 The documents that are being published with this Invitation to Tender are\*:

**Table 3.9.1**

Document	Contents
Document 1 (PDF) ITT Process Overview	Detailed overview of ITT process with information on assessment and award criteria
Document 2 (PDF) Declarations Form	This provides information from the Bidders relating to legal eligibility to bid.
Document 3a (Word), 3b and 3c (PDF)  Form of Contract	The NHS Standard Contract will form a basis for the contract (Form of Contract) between the Commissioner and the successful bidder(s) of this tender.  3a Particulars (complete with); <ul style="list-style-type: none"> <li>Schedule 2C - Activity Levels</li> <li>Schedule 4C - Quality Requirements</li> <li>Schedule 6A - Reporting Requirements</li> <li>Schedule 6D - Service Development Improvement Plans</li> </ul> 3b Service conditions and

Document	Contents
	3c General Conditions
Document 4 (PDF) Service Specification	Service Specification (Schedule 2 - The Services)
Document 5 (Excel) Financial model Template	Financial Model Template
Document 6 (TBA) TUPE data	<i>Commissioners are consulting with the incumbent providers as to whether TUPE is applicable for this service and any information received by Commissioners will be published</i>
Document 7 (Word) FOI Declaration	This provides information from the Bidders as to what is perceived as commercially sensitive information that may require exclusion from FOI requests.
Document 8 (Word) Reference Template	Reference template to be issued to the 2 identified referees and returned by them before the closing date of the ITT
Document 9 (Excel) Risk Register Template	Risk Register template to be completed and attached to [C1b] Mobilisation Plan within the Technical envelope
Qualification Envelope	This is an online questionnaire that contains the Qualification questions for Bidders to respond to within the AGCSU's Bravo online portal.
Technical Envelope	This is an online questionnaire that contains the Technical questions for Bidders to respond to within the AGCSU's Bravo online portal.
Document 10 Indicative Activity Plan	Indicative activity plan assumptions based on the service requirements

\*if any of these documents are missing please contact AGCSU immediately using the following address: <https://ardengemcsu.bravosolution.co.uk/web/login.html>

Any further information, if any, will be communicated to you via the AGCSU BravoSolution e-tendering portal for this ITT.

#### **4.0 PROCUREMENT PROCESS AND INSTRUCTIONS**

AGCSU is managing this Procurement in accordance with the Public Contracts Regulations 2015 (the “Regulations”). [The Service(s) is/are being procured as “Schedule 3 - Social and Other Specific Services” and AGCSU is bound only by those parts of the Regulations applying to Schedule 3 services]

This Section provides an overview of the Procurement process and instructions to Bidders.

- 4.1 The Commissioner(s) shall not be committed to any course of action as a result of:
  - 4.1.1 Issuing this ITT or any invitation to participate in this Procurement.
  - 4.1.2 An invitation to submit any Bid Response in respect of this Procurement.
  - 4.1.3 Communicating with a Bidder or any of their Bidder Members in respect of this Procurement.
- 4.2 Bidders shall accept and acknowledge that by issuing this ITT the Commissioner(s) shall not be bound to accept any Bid and reserve the right not to conclude a Contract for some or all of the Service(s).
- 4.3 The Commissioner(s) reserve(s) the right to amend, add to or withdraw all or any part of this ITT at any time during the Procurement.
- 4.4 All documentation and communication shall be in English.
- 4.5 This ITT supersedes all previous published documentation.
- 4.6 In evaluating Bid Responses to this ITT from Bidders, the Commissioner(s) will only consider information provided in response to the contents of this ITT. Bidders are advised neither to make any assumptions about their past or current supplier relationships with the Commissioner(s) nor to assume that such prior business relationships will be taken into account in the evaluation process.
- 4.7 Bidders are reminded that AGCSU, at its discretion, reserves the right to vary the procurement process in order to support continued competition, avoid unnecessary costs associated with a Bid and adhere to technical, legal or commercial guidance issued subsequent to the ITT.
- 4.8 Without prejudice AGCSU reserves the right to:
  - 4.8.1 Change dates and times for each stage of the procurement process
  - 4.8.2 Modify any aspect or stage of the procurement process itself and/or to introduce additional steps or stages into the procurement process in order to

maximise Value for Money (VfM) solutions, innovation and/or procurement efficiencies.

4.8.3 Modify, update or supplement any documents/information provided to Bidders.

4.8.4 AGCSU shall notify the Bidders' Authorised Representative of any such changes.

## 5.0 BID SUBMISSION REQUIREMENTS

- 5.1 The Bid must be created in the form specified. Failure to do so may render the Bid Response non-compliant and it may be rejected.
- 5.2 The Service(s) offered must be strictly in accordance with the requirements of this ITT and the documents published and any clarifications issued.
- 5.3 The response to the Declarations contained within ITT Qualification Envelope must be approved, via the AGCSU BravoSolution e-tendering portal, by the Bidder's Authorised Representative.
- 5.4 The offer and accompanying documents must be completed in full. Any offer may be rejected which:
  - 5.4.1 Contains gaps, omissions or obvious errors.
  - 5.4.2 Is received after the closing Deadline as defined in 2.1 Procurement timetable.
  - 5.4.3 Does not include responses to all questions set out in the ITT.
  - 5.4.4 Does not comply fully with the ITT requirements (in particular, but without limitation, any mandatory requirement).
- 5.5 The Commissioner(s) and AGCSU may at their own absolute discretion extend the closing date and time for the receipt of Bids.
- 5.6 Any extension granted will apply to all Bidders.
- 5.7 Bidders must submit their ITT submissions via:  
<https://ardengemcsu.bravosolution.co.uk/web/login.html> no later than the date as indicated within table 2.1 above. Bids may be submitted at any time before the closing date and amended as many times as necessary before the Deadline. Only the final bid submitted shall be considered. Bids received before the Deadline will be retained unopened and held until after the Deadline for receipt of Bids.
- 5.8 Bidders are reminded that their ITT submissions must be submitted by the deadline specified in the contract notice and the ITT, any bid submitted later than the deadline will not be accepted or considered as part of the procurement process.

- 5.9 Price and financial data provided must be in, or converted to, pounds sterling and must be exclusive of VAT. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
- 5.10 The Bid and any documents accompanying it must be in the English Language and in a format as specified in Table 5.10.1 below. The Commissioner(s) and AGCSU reserves the right not to consider Bids if not submitted in the format specified.

**Table 5.10.1 Acceptable document formats**

FILE TYPE	SOFTWARE PACKAGE
Text based documents	Readable by Adobe Reader XI or earlier; or Microsoft Word 2010 or earlier
Spreadsheet based documents	Readable by Microsoft Excel 2010 or earlier
Graphics files	Readable by Adobe Reader XI or earlier and / or as a JPEG
Financial reports and Accounts	Readable by Adobe Reader XI or earlier
Zipped files	All

- 5.11 Variant Bids are not permitted.
- 5.12 Bidders are required to:
- 5.12.1 Complete Supplier registration on the government's Sid4Gov Website this information will be used as outlined in section 9.4.
- 5.12.2 Complete and provide all information required by the Commissioner(s) in accordance with the requirements of the ITT. Failure to comply with the terms of the ITT will lead to AGCSU rejecting a Bid Response on behalf of the Commissioner(s).
- 5.12.3 Bidders are reminded to include all relevant information in answer to each ITT question. The evaluation of responses will be scored solely on the basis of the information provided by the Bidder(s) in response to individual ITT questions; no other information will be taken into account in the scoring of responses that is either assumed by the Bidder(s) or referred to by the Bidder(s) as being available elsewhere, including, for example, in another part of the ITT response, submitted in response to another tender or Commissioner's prior experience of the Bidder's organisation or services.
- 5.13 Bidders must obtain for themselves, consortium members or sub-contractors, at their own responsibility and expense, all information necessary for the preparation of Bids. Bidders are solely responsible for all costs and expenses (including advisors) incurred

in connection with the preparation and submission of their Bid and all other stages of the selection and award process. Under no circumstances will the Commissioner(s)/ AGCSU or any of their advisors or representatives, be liable for any costs or expenses borne by Bidders and/or any of their advisors, consortium members or sub-contractors in this process, arising directly or indirectly from the procurement process or termination thereof, including, without limitation, any changes or adjustments made to the procurement process or documentation or disqualification of a Bidder.

- 5.14 Neither the Commissioner(s) nor AGCSU accept any responsibility for the premature opening or mishandling of Bids that are not submitted in accordance with these instructions. Bidders must not include in their Bid any extraneous information which has not been specifically requested in the ITT (including, for example, any sales literature, standard terms of trading, etc.) as this will not be evaluated.

## **6.0 ITT BIDDER QUESTIONS AND ANSWERS**

- 6.1 Without prejudice to clause 8 below, a clarification question and answer process will operate during the ITT as explained below. The objective of this process is to give Bidders the opportunity to submit questions to AGCSU where they require clarification on the information provided. This is not an opportunity for Bidders to seek additional information to that already provided.
- 6.2 Without prejudice to clause 8 below, Bidders should note that no further information in addition to that provided in the ITT documentation will be provided about the Procurement at this time. Under no circumstances should Bidders approach AGCSU or the Commissioner(s), their staff or advisors seeking further information in relation to the requirements of the Procurement. Any such approaches (direct or indirect) may result in the Bidder's exclusion from further consideration in the Procurement process.
- 6.3 The Commissioner(s) rely on Bidders' own analysis and review of information provided. Consequently, Bidders are solely responsible for obtaining the information which they consider necessary in order to make decisions regarding the content of their Bids and to undertake any investigations they consider necessary in order to verify any information provided to them during the Procurement.
- 6.4 Bidders must form their own opinions, making such investigations and taking such advice (including professional advice) as is appropriate, regarding the Service(s) and their Bid Response, without reliance upon any opinion or other information provided by the Commissioner(s), AGCSU or any of their advisors and representatives. Bidders should notify AGCSU promptly of any perceived ambiguity, inconsistency or omission in this ITT, any of its associated documents and/or any other information issued to them during the Procurement.
- 6.5 Bidders will need to demonstrate that the Service(s) can be mobilised, delivered and managed to high standards, fully in accordance with the Specification and the requirements of this ITT.

- 6.6 Copyright - The copyright in the ITT is vested in AGCSU. Neither the ITT nor any other Document related to the Procurement process may be reproduced, copied or stored in any medium without the prior written consent of AGCSU other than strictly for the purpose of preparing a bid.
- 6.7 Disclaimer - The information contained in the ITT documentation is presented in good faith and does not purport to be comprehensive or to have been independently verified. Neither AGCSU, nor any of their advisors accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Bidder, Relevant Organisation, funders or any of their respective advisors, orally or in writing or in whatever media. Bidders, their Relevant Organisations, funders and their respective advisors must therefore take their own steps to verify the accuracy of any information which they consider relevant and are not entitled to rely on any statement or representation made by AGCSU or any of their advisors.
- 6.8 Bidders are deemed to fully understand the processes which AGCSU (and its member organisations) are required to follow under legislation both in the United Kingdom and Europe, and in particular, the Regulations.

## **7.0 BIDDER COMMUNICATION**

All communications from Bidders (including their Bidder Members) during the period of the Procurement must be directed to AGCSU via the 'messaging' area within the AGCSU online procurement portal: <https://ardengemcsu.bravosolution.co.uk/web/login.html>

Strictly no other forms of communication to AGCSU or the Commissioner(s) will be accepted (including telephone calls, postal queries/submissions, faxes or email communications).

## **8.0 QUESTIONS ABOUT THE PROCUREMENT: CLARIFICATION QUESTIONS FROM BIDDERS**

- 8.1 All requests for information about the requirements or the process of this Procurement must be submitted via the messaging area of the AGCSU online procurement portal: <https://ardengemcsu.bravosolution.co.uk/web/login.html>
- 8.2 Please ensure that such clarifications are made well in advance of the deadline for clarifications as indicated within table 2.1 above – this deadline allows the Commissioner(s) and AGCSU to reply to clarification questions ahead of the deadline of the ITT itself. No clarifications made outside of the AGCSU online portal will be accepted (including those made by telephone, fax, email or postal queries).
- 8.3 No further questions or requests for clarification will be accepted after the clarification date indicated within table 2.1 above.

- 8.4 In order to ensure equality of treatment of Bidders, AGCSU intends to publish the questions and clarifications raised by Bidders together with responses from the Commissioner(s) to all participants at least 5 working days before the deadline of the ITT (where possible), via the messaging area of the AGCSU online procurement portal (broadcast message). This is unless the question is deemed to be specific only to the Bidder asking the question, and is not considered relevant to the process or ITT.
- 8.5 Bidders should indicate if a query is of a commercially sensitive or confidential nature – where disclosure of such query and the answer would, or would be likely to, prejudice its commercial interests. Bidders must set out the reason(s) for non-disclosure to other Bidders. However, if AGCSU does not either consider the query to be of a commercially sensitive or confidential nature, or considers it a query which all Bidders would potentially benefit from seeing both the query and the Commissioner(s)' response, they will hold at their discretion the right to refuse such a request and will inform the requesting Bidder of any such decision. The Bidder will then have the right to withdraw the question or clarification.
- 8.6 During the ITT bid evaluation stage, AGCSU may request written clarification from Bidders on their bid via the AGCSU online Procurement Portal (Bravo). Any requests by AGCSU for clarification on bids shall be made in writing to the relevant authorised representative. Bidders' responses will be required via AGCSU BravoSolution e-tendering portal and within a clearly set deadline as indicated within table 2.1 above, which must be adhered to.

## 9.0 FURTHER INFORMATION FROM BIDDERS

- 9.1 Evaluators may require further information or clarification on any answers that Bidders have provided in their tender submission. Such information may be requested in writing or by way of a meeting during the Evaluation Period as indicated within table 2.1 above.
- 9.2 The confirmation of times, venue and the agenda will be prepared and issued ahead of the session via the Bravo messaging facility if your organisation is required to provide such clarification or further information.

### 9.3 Consortia and Sub-Contracting

Where a consortium or sub-contracting approach is proposed, all information requested should be given in respect of the proposed prime contractor or consortium leader. Relevant information should also be provided in respect of consortium members or sub-contractors who will play a role in the delivery of the Service(s) or products under any ensuing Contract. Information must be provided in respect of each of the arrangements, together with the details of any proposed consortium structure, explaining equity participation and other roles.

### 9.4 Financial Standing

Financial standing requirements for the Procurement may include but not limited to:

9.4.1 Confirmation of identity;

9.4.2 Dun & Bradstreet Rating (obtained from Bidders SID4Gov profile);

9.4.3 Dun & Bradstreet Failure Score (obtained from Bidders SID4Gov profile); and

9.4.4 Proposed business structure.

The Commissioners may seek independent financial and market advice to validate information declared or to assist in the evaluation.

## 9.5 **Performance Security**

The outcome of the financial standing assessment may include a recommendation that some form of performance security (such as parent company guarantees, performance bond and or/collateral warranties) may be required from the Provider(s) for the Procurement. Potential Bidders will be asked to confirm their agreement to providing such security in principle in the event that it is required.

## 9.6 **Insurance**

A comprehensive schedule of insurances that the Provider(s) will be required to obtain for the Procurement will be set out in the draft Contract. This will typically include public liability, corporate medical malpractice and certain property cover, as well as provision for clinical negligence insurance covering all staff and operational risk in the facilities from which the Provider's Services are to be provided. These required insurances are in addition to organisations' malpractice indemnity insurance.

The insurance requirements will also require the Provider(s) to ensure that:

The Commissioner(s)' interests are fully protected;

Members of the public utilising the Service(s) are fully protected to the extent that they have a valid claim against the Provider and/or the Commissioner(s); and

The Provider(s) maintains insurance, which meets at least the minimum statutory requirements.

Under the terms of the Contract, the Provider(s) will be required to indemnify the Commissioner(s) against any claims that may be made against the Commissioner(s) arising out of the provision of the Service(s) by the Provider(s). The Provider(s) shall be required to evidence prior to the commencement of the Contract(s) that they have specified insurance and risk-management arrangements are in place.

## 10.0 **IMPORTANT NOTICES AND PROCUREMENT RULES**

By signing the Bid, the Bidder and each Bidder Member warrants that, save as disclosed in writing to AGCSU with the Bid, any information supplied by it remains true and that it has:

- 10.1 Not passed a resolution, nor is it the subject of an order by the court, for the company's winding-up otherwise than for the purposes of bona fide reconstruction or amalgamation, nor has it had a receiver, manager or administrator on behalf of a creditor appointed in respect of its business or any part thereof, nor is it the subject of proceedings for any of the above procedures, nor is it the subject of similar procedures under the law of any other states;
- 10.2 Not been convicted of a criminal offence relating to the conduct of its business or profession;
- 10.3 Not been convicted of any of the offences listed in Regulation 57 "Mandatory exclusions" of the Public Contracts Regulations 2015;
- 10.4 Not been in in any of situations listed in Regulation 57 "Mandatory and discretionary exclusions for non-payment of taxes etc." or "Discretionary exclusions" of the Public Contracts Regulations 2015, subject to the exercise of Discretion, or acceptance of evidence of Self-Cleaning, on behalf of the Commissioner(s), as provided for under Regulation 57.
- 10.5 Not made any material misrepresentation in providing any of the information required in relation to ITT; and
- 10.6 Not disclosed, copied, reproduced or distributed and will not disclose, copy, reproduce or distribute any information contained in this document or supplied by AGCSU on behalf of the Commissioner(s) to any third party at any time except for the purpose of enabling a response to the ITT to be prepared.

#### 10.7 **Procurement Costs**

Each Relevant Organisation will be responsible for its own costs incurred throughout each stage of the Procurement process. None of the Commissioner(s), nor AGCSU or any of their advisors, will be responsible for any costs incurred by any Relevant Organisation or any other person through this process.

#### 10.8 **Staff Transfers – Transfer of Undertakings Protection of Employment (TUPE)**

There are staff directly employed under the current contract to deliver this service and as a result the obligations of the Collective Redundancies and Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 (TUPE 2014) or the Cabinet Office Statement of Practice (COSOP) may apply. The contracting authorities have not taken a view as to whether TUPE/COSOP applies in this case and any employment information provided is for the sole purpose of enabling bidders to assess the possible implications that may arise. It is recommended that bidders seek their own advice as to whether they believe TUPE or COSOP will apply to the tender and their specific bid. Further information will be provided in **Document 6 as and when requested information is received from the current incumbent providers.**

## 11.0 **BIDDER ELIGIBILITY**

Regulation 57 of Part 2 of the Public Contracts Regulations 2015 ("Regulation 57") (SI 2015 No 102) , sets out the grounds on which an economic operator must normally be deemed ineligible to tender for, or be awarded a public contract.

Therefore, any Bidder or Bidder Member who has been convicted of any of the offences detailed in the ITT Declarations contained within the qualification envelope on Bravo may be disqualified from the Procurement.

In addition (but without limitation) if the Bidder, or any Bidder Member, makes a misrepresentation in any part of its dealings with, or responses to AGCSU, such Bidder and/or Bidder Member may be disqualified.

## **12.0 CANVASSING**

The Commissioners and AGCSU reserve the right to disqualify (without prejudice to any other civil remedies available to the Commissioners and AGCSU and without prejudice to any criminal liability which such conduct by a Bidder or any of their Bidder Members may attract) any Bidder or Bidder Member who, in connection with this ITT:

- 12.1 Offers any inducement, fee or reward to any representatives or advisors of AGCSU or any of the Commissioners
- 12.2 Does anything which would constitute a breach of the Bribery Act 2010;
- 12.3 Canvasses any of the persons referred to in connection with this ITT;
- 12.4 Contacts any of the persons referred to in this document without prior to conclusion of the Contract with the Preferred Bidder about any aspect of the ITT in a manner not permitted by this ITT (including without limitation contact for the purposes of discussing the possible transfer to the employment of the Bidder of such person); or
- 12.5 Otherwise attempts to influence the Procurement process and/or its outcome.

## **13.0 CONFIDENTIALITY**

Subject to the exceptions referred to in this document, the contents of this ITT are being made available by AGCSU on condition that:

- 13.1 Bidders shall at all times treat the contents of this ITT and any related documents (together called the "Information") as confidential;
- 13.2 Bidders shall not disclose, copy, reproduce, distribute or pass any of the Information to any other person at any time or allow any of these things to happen;

- 13.3 Bidders shall not use any of the Information for any purpose other than for the purposes of submitting or deciding whether to submit a Bid; and
- 13.4 Bidders shall not undertake any publicity activity within any section of the media which utilises the Information;
- 13.5 Bidders may disclose, distribute or pass any of the Information to their Bidder Members provided that either:
  - 13.5.1 This is done for the sole purposes of enabling a Bid to be submitted and the person receiving the Information undertakes in writing to keep the Information confidential on the same terms as if that person were the Bidder; or
  - 13.5.2 The Bidder obtains the prior written consent of AGCSU in relation to disclosure, distribution or passing of Information; or
  - 13.5.3 The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the Procurement or to any Contract arising from it; or
  - 13.5.4 The Bidder is legally required to make such disclosure.

## 14.0 FREEDOM OF INFORMATION

- 14.1 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 (the “FOIA”), AGCSU and the Commissioner(s) may, acting in accordance with the Secretary of State’s Code of Practice on the Discharge of Functions of Public Authorities under Part 1 of the said Act or the Environmental information Regulations 2004 (the “EIR”) be required to disclose information submitted by the Bidder to the Commissioner(s) and AGCSU. The Freedom of Information Act 2000 (the “FOIA”), applies to both applies to both Commissioner(s) and AGCSU.
- 14.2 In respect of any information submitted by a Bidder that it considers to be commercially sensitive the Bidder should:
  - 14.2.1 Clearly identify such information as commercially sensitive by return of the Document 7 - FOI declaration;
  - 14.2.2 Explain the potential implications of disclosure of such information; and
  - 14.2.3 Provide an estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 14.3 Where a Bidder identifies information as commercially sensitive, the Commissioner(s) and AGCSU will endeavour to maintain confidentiality. Bidders should note, however, that, even where information is identified as commercially sensitive; the Commissioner(s)/ AGCSU may be required to disclose such information in accordance with the FOIA or EIR. In particular, the Commissioner(s) and AGCSU are required to form an independent judgement concerning whether the information is exempt from

disclosure under the FOIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Commissioner(s) and AGCSU cannot guarantee that any information marked 'confidential' or 'commercially sensitive' will not be disclosed.

- 14.4 Bidders should be aware of AGCSU obligations and responsibilities under the FOIA to disclose, on request, recorded information. Information provided by Bidders in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, may therefore have to be disclosed by AGCSU in response to such a request, unless AGCSU decides that one of the statutory exemptions under the FOIA applies. AGCSU may also include certain information in the publication scheme which it maintains under the FOIA.
- 14.5 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA, AGCSU may consider it appropriate to ask Bidders for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, AGCSU must comply with a strict timetable and AGCSU would, therefore, expect a timely response to any such consultation within five working days.
- 14.6 Where a Bidder receives a request for information under the FOIA or the EIR during the Procurement process, this should be immediately passed onto AGCSU and the Bidder should not attempt to answer the request without first consulting with AGCSU.
- 14.7 If Bidders provide any information to AGCSU in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which a Bidder wishes to be held in confidence, then Bidders must clearly identify in their offer documentation the information to which Bidders consider a duty of confidentiality applies. Bidders must give a clear indication which material is to be considered confidential and why you consider it to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" is not appropriate. In addition, marking any material as "confidential" or equivalent should not be taken to mean that AGCSU accepts any duty of confidentiality by virtue of such marking. Please note that even where a Bidder has indicated that information is confidential, AGCSU may be required to disclose it under the FOIA if a request is received.
- 14.8 AGCSU cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 14.9 In certain circumstances where information has not been provided in confidence, AGCSU may still wish to consult with Bidders about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interest of any party.
- 14.10 The decision as to which information will be disclosed is reserved to AGCSU and the Commissioners, notwithstanding any consultation with your organisation.

If further information is required on how AGCSU will handle requests for information received under the FOIA, Bidders should contact:

[FOI.NW@nottinghamwestccg.nhs.uk](mailto:FOI.NW@nottinghamwestccg.nhs.uk)

and quote “Freedom of Information - **Project Number \_701 - Community Ophthalmology Service**

## 15.0 ACCURACY OF ITT INFORMATION AND LIABILITY

- 15.1 Whilst the information in this ITT and supporting information has been prepared by the Commissioner(s) and AGCSU in good faith, it does not purport to be comprehensive or to have been independently verified.
  - 15.1.1 Neither the Commissioner(s), nor AGCSU, nor any of their respective directors, officers, members, partners, employees, advisors, other staff or agents;
  - 15.1.2 Makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT;
  - 15.1.3 Accepts any responsibility for the information contained or for the fairness, accuracy or completeness of that information nor shall any of them be liable for any loss or damage (other than in respect of fraudulent misrepresentation) arising as a result of reliance on such information or any subsequent communication.
- 15.2 Any persons considering making a decision to enter into a contractual relationship with the Commissioner(s) should make their own investigations and their own independent assessment of the Authorities and its requirements for the Service(s) and should seek their own professional financial and legal advice. For the avoidance of doubt the provision of clarification or further information in relation to the ITT or any other associated documents is only authorised to be provided following a clarification query made in accordance with section 6 of this ITT.
- 15.3 Any Contract concluded as a result of this ITT shall be governed by English law and the exclusive jurisdiction of the English Courts.

## 16.0 NON COLLUSION

- 16.1 The Commissioner(s) and AGCSU reserve the right to disqualify (without prejudice to any other civil remedies available to them and without prejudice to any criminal liability which such conduct by a Bidder may attract) any Bidder or Bidder Member who, in connection with this ITT:

- 16.1.1 Fixes or adjusts the amount of their Bid by or in accordance with any agreement or arrangement with any other Bidder or Bidder Member of another Bidder (other than a Bidder's own Bidder Members); or
- 16.1.2 Enters into any agreement or arrangement with any other Bidder or Bidder Member of another Bidder to the effect that they shall refrain from submitting a Bid or as to the amount of any Bid to be submitted; or
- 16.1.3 Offers or agrees to pay or give or does pay any sum or sums of money, inducement or
- 16.1.4 valuable consideration directly or indirectly to any party for doing or having done or causing or caused to be done in relation to any other Bid or proposed Bid, any act of omission (without prejudice to any other civil remedies available to the Commissioner(s) and AGCSU and without prejudice to any criminal liability which such conduct by a Bidder or Bidder Member may attract) relating to any other Bid or proposed Bid for the Services; or
- 16.1.5 Causes or induces any person to enter such agreement as mentioned or to inform the Bidder or Bidder Member of the amount or approximate amount of any rival Bid; or
- 16.1.6 Canvasses any of the persons referred to in section 12 (Canvassing) in connection with this ITT; Communicates to any party other than the Commissioner(s) and AGCSU, the amount or approximate amount of its proposed Bid or information which would enable the amount or approximate amount to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Bid or insurance or any necessary security); or
- 16.1.7 Colludes in any other way.

## **17.0 NO INDUCEMENT OR INCENTIVE**

The ITT is issued on the basis that nothing contained in it shall constitute an inducement or incentive nor shall have in any other way persuaded a Bidder or Bidder Member to submit a Bid or enter into any contractual agreement.

## **18.0 BIDDER CHANGES**

- 18.1 Bidders are subject to an on-going obligation to notify AGCSU of any material changes in their financial or other circumstances. This includes, but is not limited to, changes to the identity of sub-contractors, or the ownership or financial or other circumstances and solvency of the Bidder and any sub-contractor. AGCSU should be notified of any material change as soon as it becomes apparent.
- 18.2 Bidders are reminded that any future changes in relation to their Bidder Members must be notified to the AGCSU. Failure to notify AGCSU of any material changes or to comply with any of these provisions may lead to a Bidder being disqualified.

- 18.3 AGCSU reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the Procurement process in the event that such a change is made. In exercising their absolute discretion to either refuse or allow such a change, AGCSU may take into account whether such change is material to the delivery of the Service(s).
- 18.4 In the event that AGCSU is prepared to consider such a change, further evaluation of the Bidder, including its Bidder Members, is likely to be required and may result AGCSU refusing to allow the change.

## **19.0 BIDDER'S AUTHORISED REPRESENTATIVE**

All correspondence relating to this Procurement will be addressed to the Bidder's Authorised Representative. The Authorised Representative must have full authority to represent the Bidder and attend any meetings on the Bidder's behalf.

## **20.0 AVAILABILITY OF INFORMATION TO BIDDERS**

Any information additional to the ITT which AGCSU deem necessary for a Bidder to be issued with, will be sent to each Bidder's Authorised Representative via <https://ardengemcsu.bravosolution.co.uk/web/login.html> It is the Bidder's responsibility to notify AGCSU of any change to the Bidder's Authorised Representative's name or other contact details. Bidders may request that, for convenience, electronic correspondence be copied to individuals other than the Bidder's Authorised Representative, but AGCSU accept no liability for this and will consider all information sent to the Authorised Representative to have been received by the Bidder.

## **21.0 DISQUALIFICATION OF BIDDERS**

Bidders, or the Preferred Bidder, acting in contravention of the provisions set out in this ITT or any other information provided by AGCSU, may, at AGCSU's sole discretion, be disqualified from further participation in the Procurement process (without prejudice to any other civil or legal remedies available and without prejudice to any criminal liability which such conduct by a Bidder may attract).

For the avoidance of doubt, disqualified Bidders will be excluded from any further participation in the Procurement process and in no circumstances will AGCSU, or the Commissioner(s) or their advisors be liable for any costs or expenses incurred by the disqualified Bidder and/or its Relevant Organisations as a result, directly or indirectly, of such disqualification.

## **22.0 CONFLICTS OF INTEREST**

- 22.1 AGCSU requires all actual or potential conflicts of interest to be resolved to their satisfaction prior to the submission of Bids in response to this ITT. In all instances the 'Conflicts of Interest' Question in the ITT Declarations within the qualification envelope on Bravo must be completed.
- 22.2 In the event that any actual or potential conflict of interest comes to a Bidder's attention following the submission of its Bid, that Bidder should immediately notify AGCSU via the messaging area of the ITT on <https://ardengemcsu.bravosolution.co.uk/web/login.html>
- 22.3 Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of AGCSU may result in the disqualification of the relevant Bidder from the procurement process.

## **23.0 PUBLICITY**

Bidders shall not undertake (or permit to be undertaken) at any time, whether before or after execution of Contracts, any publicity activity with any section of the media in relation to the Procurement other than with the prior written agreement of the Commissioner(s) and AGCSU. Such agreement shall extend to the content of any publicity. In this paragraph the word "media" includes (but without limitation) radio, television, newspapers, trade and specialist press, the internet and email accessible by the public at large and the representatives of such media.

## **24.0 RIGHT TO REJECT BIDS**

- 24.1 AGCSU reserve the right to reject/exclude or disqualify a Bidder and/or its Bidder Members where:
  - 24.1.1 A Bid is submitted late, is completed incorrectly, is materially incomplete or fails to meet the submission requirements which have been notified to Bidders;
  - 24.1.2 The Bidder and/or its Bidder Members are unable to satisfy the terms of Regulation 57 of the Public Contracts Regulations 2015 at any stage during the Procurement process;
  - 24.1.3 The Bidder and/or its Bidder Members are guilty of material misrepresentation or provides incorrect information in relation to its application and/or the process;
  - 24.1.4 The Bidder and/or its Bidder Members contravene any of the provisions set out in this ITT;
  - 24.1.5 The prices submitted by the Bidder and/or its Bidder members deem to be unsustainable / unrealistic;

- 24.1.6 The prices submitted by the Bidder and/or its Bidder members do not correlate to the level of service that they offer as a part of their Technical envelope (i.e. quality aspects of the bid); or
- 24.1.7 There is a change in identity, control, financial standing or other factor impacting on the selection and/or evaluation process affecting the Bidder and/or its Bidder Members.
- 24.2 The disqualification of a Bidder will not prejudice any other civil remedy available to AGCSU and will not prejudice any criminal liability that such conduct by a Bidder may attract.

## **25.0 RIGHT TO CANCEL OR VARY THE PROCESS**

- 25.1 AGCSU reserves the right:
  - 25.1.1 To cancel or withdraw from the Procurement process at any stage whether in respect of all or any of the Commissioner(s) or otherwise, including but not limited to where there is not a minimum of three compliant Bidders;
  - 25.1.2 Not to award a Contract under this Procurement process.

## **26.0 TENDER VALIDITY**

All Bids and Financial Model Templates submitted by Bidders must remain open for acceptance until **120 days** from the closing date for the receipt of offers (deadline for receipt of the ITT). A Bid valid for a shorter period may be rejected. Prices must be firm (i.e. not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents.

## **27.0 EVALUATION**

### **27.1 Timing**

All timings are subject to change; however the evaluation stage is anticipated to be completed in accordance with the timetable provided within the table 2.1 above.

### **27.2 Bid Clarification**

The Commissioner(s) and AGCSU reserve the right to request Bidders to clarify any part of their ITT Response in writing. Requests for clarification will be issued via <https://ardengemcsu.bravosolution.co.uk/web/login.html> on the following basis:

27.2.1 Such clarification questions will not seek to elicit additional information to that initially requested, nor give Bidders an opportunity to correct incomplete or otherwise non-compliant submissions;

27.2.2 Bidders are required to respond within the deadlines set by AGCSU to the request for clarification, unless there is a justifiable reason why a delay would be incurred in submission of the response. AGCSU, in their sole discretion will decide whether to grant further extension of the response time; and

27.2.3 If, in the opinion of AGCSU, the Bidder fails to provide an adequate response to one or more points of clarification, or fails to respond in a timely manner, the Bidder may be excluded from progressing further in the Procurement.

### 27.3 Evaluation Process

The evaluation process will be conducted to ensure that Bids are evaluated to ascertain the most economically advantageous tender (MEAT). Economic advantage is interpreted as affordable value for money (VfM). VfM is, in turn, a combination of the following criteria, in conjunction with full acceptance of the terms and conditions of Contract:

Criteria	% weighting
Quality/Clinical (Qualification and Technical Envelope)	80%
Price (Commercial Envelope)	20%

The relative weightings of contract award criteria and sub-criteria are shown in table 27.13.1 below.

The Bid evaluation process covers a number of discrete stages which are outlined in section 27.10.

- 27.4 Evaluation will be carried out by a panel made up of representatives (“Evaluators”) from Commissioner(s) and their advisors.
- 27.5 Bid documents will be uploaded on to a secure software system, from which evaluation panels (evaluators) are able to view and download bid responses.
- 27.6 Evaluators will score Bidders’ answer for each question within this tender as either pass or fail or alternatively using a scale of 0 to 5 (where 0 is unacceptable and 5 is excellent) for scored questions. Each evaluator will also provide a brief rationale for the scores awarded for each question by reference to the marking scheme.
- 27.7 Only evaluators authorised by the Commissioner(s) and AGCSU will have access to Bid information.

- 27.8 ITT responses will be evaluated using the process and criteria as detailed below. Bidders should note that AGCSU and the Commissioner(s), reserve the right to vary the selection and award procedure to support continued competition, avoid unnecessary bidding costs, and adhere to subsequent technical or legal guidance, or for other reasons, at their sole discretion to the extent permissible under the Regulations.
- 27.9 In evaluating Bids, should the Bid Response fail any of the mandatory requirements set out in this ITT and its accompanying documents at any stage of the evaluation process, the Commissioner(s) reserve the right to disqualify the Bidder. In this event, no further evaluation of the Bid will take place and the Bidder will not be considered further in the Procurement.

#### 27.10 The Evaluation Stages

Evaluation:	Process:	Detail:
Stage 1:	<b>Qualification Envelope</b> <b>Section M:</b> Compliance and Declarations	The information supplied in the Bid Response by each Bidder will be checked for completeness and compliance.
Stage 2:	<b>Financial Compliance</b> <b>Technical Envelope</b> <b>Section H:</b> Financial Model ( <b>Questions H1 ONLY</b> )	Bidders FMT will be reviewed to ensure that the response submitted does not exceed the maximum unit costs.  Bids above these thresholds will be marked as a Fail and will not progress any further.  <b>This is a pass/fail criterion.</b> <b>A Pass for this section is required to progress to Stage 3</b>
Stage 3:	Evaluation of the Qualification Envelope	Bid responses will be evaluated against the Award criteria for the Qualification Envelope as set out in Table 27.13.1 below. Only responses that Pass all of the required elements will then be evaluated at the next stage (Stage 4).

Evaluation:	Process:	Detail:
Stage 4:	Evaluation of the Technical Envelope	Bid Responses will be evaluated against the Award Criteria for the Technical and Commercial Envelopes as set out in Table 27.13.1 below and section 27.0 below respectively.
Stage 5:	Bidder Notification of Evaluation Outcome.	Bidders will be notified of the outcome via Bravo.

## 27.11 Score Guide

A detailed capacity and capability assessment includes both pass/fail and scored questions as detailed on the next page.

**Table 27.11.1** – Scored questions evaluation mechanism

Assessment	Score	Interpretation
<b>Excellent</b>	<b>5</b>	<b>Exceeds the requirement.</b> Exceptional demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Good</b>	<b>4</b>	<b>Satisfies the requirement with minor additional benefits.</b> Some minor additional benefits by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services. Response identifies factors that will offer potential added value, with evidence to support the response.
<b>Acceptable</b>	<b>3</b>	<b>Satisfies the requirement.</b> Demonstration by the Bidder of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with evidence to support the response.
<b>Minor Reservations</b>	<b>2</b>	<b>Minor reservations.</b> Some minor reservations of the Bidder's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
<b>Major Reservations</b>	<b>1</b>	<b>Major reservations.</b> Considerable reservations of the Bidder's relevant ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.
<b>Unacceptable</b>	<b>0</b>	<b>Does not meet the requirement.</b> Does not comply and/or insufficient information provided to demonstrate that the Bidder has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies / services, with little or no evidence to support the response.

On any question, a Score of 0 will be given no marks, whereas scores of 1, 2, 3, 4 and 5. The score awarded for each question will then be multiplied by the weighting to calculate the total score. The maximum possible total score for quality is 400 which will then be converted back into a percentage figure based upon the overall quality weighing of 80%

Example – Supplier A scores 400 total quality score = 80%

Supplier B scores 350/400 total quality score = 70% (350/400\*80)

Supplier C scores 300/400 total quality score = 60% (300/400\*80)

## 27.12 Commercial evaluation

The Financial Plan will be evaluated in the following manner as per the example below:-

### Using 20% as cost weighting

Scores are awarded according to lowest cost and the ratio of the other bidders costs related to this baseline.

#### **Worked Example:**

Bidder A submits a bid for £98,000

Bidder B submits a bid £120,000

Bidder C submits a bid £90,000

**Table 27.12.1:**

Calculation Bidder	Cost	Calculation	Score (%)
Bidder A	£97,000	(90,000/98,000)x20%	18.37%
Bidder B	£120,000	(90,000/120,000)x20%	15.00%
Bidder C	£90,500	(90,000/90,000)x20%	20.00%

## 27.13 Award Criteria & Weighting

**Table 27.13.1** - The below table details the criteria and evaluation method for this ITT including weightings

### **Stage 1: QUALIFICATION ENVELOPE**

Compliance and Declarations of submissions

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
<b>Section N - Declarations</b>		
N1 Document 1	Pass/ Fail  Pass = Answering Yes Fail = Answering No	Pass / Fail
N2a-b Document 2	Pass/ Fail  Pass = 1. Attaching a completed, signed document 2; 2. Answering No to all Grounds for mandatory exclusion (section 2) and all Grounds for discretionary exclusion (section 3 and 4) or answering Yes to certain Grounds for mandatory exclusion and all Grounds for discretionary exclusion but providing sound reasons and other evidence in Appendix 1 that demonstrates why the sound reasons do not compromise its ability to deliver the contract, and 3. Completing and signing section 6 conflicts of interest declaration.  Fail = 1. Failing to attach a completed signed document 2 2. Answering Yes to certain Grounds for mandatory exclusion and all Grounds for discretionary exclusion and failing to provide sound reasons and other appropriate evidence in Appendix 1 that demonstrates why the sound reasons do not compromise its ability to deliver the contract, and 3. Failing to complete a signed section 6 conflicts of interest declaration or completing and signing section 6 conflicts of interest declaration where the identified conflict was deemed unacceptable by the Commissioner.	Pass / Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
N3 Document 3a, 3b and 3c	Pass/ Fail  Pass = Answering Yes Fail = Answering No	Pass / Fail
N4a-b Document 7	Pass/ Fail  Pass = Answering Yes Fail = Answering No	Pass / Fail
N5a-b Modern Slavery Act 2015	Pass/Fail  Pass = Answering Yes to question N5a, providing a URL to the evidence requested and the statement being compliant with the Act, or answering Yes to question N5a and providing sound reasons and/or other evidence to demonstrate why such failure does not compromise the ability to deliver the contract, or answering N/A to question M5a and the bidder is not described as a relevant commercial organisation in the Act.  Fail = Answering Yes to question N5a and failing to provide a URL and suitable statement as described in "Pass", or failing to provide sound reasons and/or other evidence in N5b to demonstrate why such failure does not compromise the ability to deliver the contract.	

## Stage 2: TECHNICAL ENVELOPE

Financial Compliance – initial review of bid being within the financial **maximum** unit costs. Bids that are received within these thresholds will be scored as detailed in section 27.12.

### Stage 3: QUALIFICATION ENVELOPE

Evaluation of Bids based on Pass/Fail Sections

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
<b>Section A - Supplier Information</b>		
A1 to A9. Inclusive	For Information	For Information
<b>Section B - Bidding Model</b>		
B1 to B5. Inclusive	For Information	For Information
<b>Section C - Contact details</b>		
C1 to C6. Inclusive	For Information	For Information
<b>Section D - Licensing and registration</b>		
D1a-b. Licencing	For information	For information
D2. Enforcement notices	Pass/Fail  Pass = Answering No or answering Yes but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering Yes to the question and failing to provide any sound reasons and/or other evidence that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	Pass/Fail
D3a - D3b. Monitor Licence	Pass/Fail  Pass = Provided copy of Monitor Licence in D3b or providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Not provided a copy of Monitor Licence in D3b or failing to provide any sound reasons and/or other evidence that demonstrates why such failure(s) does not	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	compromise its ability to deliver the contract.	
D4. Professional Registration	<p>Pass/Fail</p> <p>Pass = Answering No or answering Yes but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract.</p> <p>Fail = Answering Yes to the question and failing to provide any sound reasons and/or other evidence that demonstrates why such failure(s) does not compromise its ability to deliver the contract.</p>	Pass/Fail
D5. CQC registration	<p>Pass/Fail</p> <p>Pass = Provided CQC Registration Number or provided sound reasons and other evidence that demonstrate a clear mobilisation plan for CQC registration that does not compromise its ability to deliver the contract.</p> <p>Fail = Not provided a CQC Registration Number or failing to provide any sound reasons and/or other evidence that demonstrates ability to achieve registered status or demonstrates that CQC Registration is not a requirement for your organisation.</p>	Pass/Fail
<b>Section E - Economic and Financial Standing</b>		
E1a. Evidence	For information	For information
E1b. Attachments	<p>Pass/Fail</p> <p>Pass = required supporting information provided</p> <p>Fail = required supporting information is not provided or following evaluation of the response the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any</p>	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	organisation that fails to meet these requirements.	
E2a - E2e. Company Information	For information	For information
E4. SID4GOV	For information	For information
E5. County Court Judgements (CCJs)	<p>Pass/Fail</p> <p>Pass = Answered None or detailing CCJs but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = required supporting information is not provided or following evaluation of the response the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these requirements.</p>	Pass/Fail
E6. Dun and Bradstreet (D&B) rating	<p>Pass/Fail</p> <p>Pass = has a Dun &amp; Bradstreet that does not place restrictions upon trading with their businesses and classes the risk as low or the Bidder has provided a valid reason for not having a Dun &amp; Bradstreet rating and provided other supporting information. Fail = has an unacceptable Dun &amp; Bradstreet rating and the required supporting information is not provided or following evaluation of the response the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner. The Commissioner reserves the right to disqualify any organisation that fails to meet these</p>	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	requirements.	
<b>Section F - Technical and Professional Ability</b>		
F1. Relevant experience and contract examples	<p>Pass/Fail</p> <p>Pass = Answer demonstrates sound and relevant experience. Fail = The Commissioner(s) will consider the implication of the response and should the response demonstrate significant risk to the tender the Commissioner(s) may seek clarification. The Commissioner(s) reserves the right to disqualify any organisation if in the opinion of the evaluation team the risk is confirmed.</p>	Pass/Fail
F2a -F2b. Contract withdrawn	<p>Pass/Fail</p> <p>Pass = Answered No to F2a or answering Yes to F2a but providing sound reasons and other evidence in F2b that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = required supporting information is not provided or following evaluation of the response the Commissioner(s) have concluded that the justification given in F2b for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these requirements.</p>	Pass/Fail
F3. Contract suspension	<p>Pass/Fail</p> <p>Pass = Answered No or answering Yes but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract.</p>	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	Fail = required supporting information is not provided or following evaluation of the response the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these requirements.	
<b>Section G - Insurance</b>		
G1. Insurance	Pass/Fail  Employer's (Compulsory) Liability Insurance = £5,000,000 Public Liability Insurance = £10,000,000 Professional Negligence = £5,000,000 Clinical Negligence = £5,000,000  Evaluation Criteria: Pass = Answering Yes Fail = Answering No	Pass/Fail
G2. Insurance claims	Pass/Fail  Pass = Answered No or answering Yes but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = required supporting information is not provided or following evaluation of the response the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	requirements.	
<b>Section H - Compliance with Equality Legislation</b>		
H1. Compliance with equality legislation - Unlawful Discrimination Action	<p>Pass/Fail</p> <p>Pass = Answered No or answering Yes but providing sound reasons and other evidence in H4 that demonstrate why such failure(s) does not compromise its ability to deliver the contract.</p> <p>Fail = required supporting information is not provided in H4 or following evaluation of the response in H4 the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these requirements.</p>	Pass/Fail
H2. Compliance with equality legislation - Complaints / Grievance Action	<p>Pass/ Fail</p> <p>Pass = Answered No or answering Yes providing sound reasons and other evidence in H4 that demonstrate why such failure(s) does not compromise its ability to deliver the contract.</p> <p>Fail = required supporting information is not provided in H4 or following evaluation of the response in H4 the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these requirements.</p>	Pass/Fail
H3. Compliance with equality legislation -	<p>Pass/ Fail</p> <p>Pass = Answered No or answering Yes</p>	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
Bullying/Harassment	<p>providing sound reasons and other evidence in H4 that demonstrate why such failure(s) does not compromise its ability to deliver the contract.</p> <p>Fail = required supporting information is not provided in H4 or following evaluation of the response in H4 the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract (having sought clarification where deemed necessary by the Commissioner(s)). The Commissioner(s) reserves the right to disqualify any organisation that fails to meet these requirements.</p>	
H4. Compliance with equality legislation	<p>Pass/ Fail</p> <p>For use as described in H1 and / or H2 and or H3</p>	Pass/Fail
H5a. Compliance with equality legislation	For information	For information
H5b. Compliance with equality legislation	<p>Pass/Fail</p> <p>Pass = Answering N/A to H5a, answering Yes to H5a and providing sound evidence that demonstrates the safe delivery of the contract in H5b.</p> <p>Fail = Answering No to H5a or answering Yes to H5a and failing to provide sound evidence that demonstrated the safe delivery of the contract in H5b.</p>	Pass/Fail
H6a H6b. Equality & Diversity / Equal Opportunities policy	For information	For information
H6c. Equality & Diversity / Equal Opportunities policy	<p>Pass/Fail</p> <p>Pass = Answering Yes to H6a and attaching a policy to H6b which provides sound evidence that demonstrates ability to deliver the contract, or answering No to H6a but providing sound reasons in H6c and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract.</p> <p>Fail = Answering No to the question H6a and</p>	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	failing to provide any sound reasons in H6c and/or other evidence that demonstrates why such failure(s) does not compromise its ability to deliver the contract, or answering Yes to H6a and failing to provide evidence that demonstrates the ability to deliver the contract in H6b.	
H7a. Equity of Access	For information	For information
H7b. Equity of Access	Pass/Fail  Pass = Answering Yes to H7a, or answering No to H7a but providing sound reasons in H7b that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering No to the question H7a and failing to provide any sound reasons in H7b that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	Pass/Fail
H8a. Equity of Access - EDS2	For information	For information
H8b. Equity of Access - EDS2	Pass/Fail  Pass = Answering Yes to H8a, or answering No to H8a but providing sound reasons in H8b that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering No to the question H8a and failing to provide any sound reasons in H8b that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	Pass/Fail
H9a. Equity of Access - WRES	For information	For information
H9b. Equity of Access - WRES	Pass/Fail  Pass = Answering Yes to H9a, or answering No to H9a but providing sound reasons in H9b that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering No to the question H9a and	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	failing to provide any sound reasons in H9b that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	
[H10] Equity of Access	For information	For information
<b>Section I - Environmental Management</b>		
I1a. Environmental Management	Pass/Fail  Pass = Answering No or answering Yes but providing sound reasons and other evidence in I1b that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering Yes to the question and failing to provide any sound reasons and/or other evidence in I1b that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	Pass/Fail or N/A
I1b. Environmental Management	As detailed under I1a	Pass/Fail or N/A
I1c. Environmental Management	Pass/Fail  Pass = Answering Yes or answering Not Applicable as Bidder does not use sub-contractors Fail = Answering No	Pass/Fail or N/A
<b>Section J - Health and Safety</b>		
J1. Health and Safety Policy	Pass/Fail  Pass = Answering Yes Fail = Answering No	Pass/Fail
J2a. Enforcement/remedial orders	Pass/Fail  Pass = Answering No or answering Yes but providing sound reasons and other evidence in J2b that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering Yes to the question and	Pass/Fail or N/A

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	failing to provide any sound reasons and/or other evidence in J2b that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	
J2b. Enforcement/remedial orders	As detailed under J2a	Pass/Fail or N/A
J3. Sub-contractors	Pass/Fail  Pass = Answering Yes or answering Not Applicable as Bidder does not use sub-contractors  Fail = Answering No	Pass/Fail or N/A
J4. Competent person	For Information	For Information
<b>Section K - Data Security / Information Governance</b>		
K1. IG Toolkit	Pass/Fail  Pass = Completed the toolkit and reached level 2, or can provide action plan of being level 2 compliant by service commencement. Fail = Incorrect information provided so that toolkit achievement at level 2 cannot be verified, or following evaluation of the response the Commissioner(s) have concluded that the justification given for the absence of the required information demonstrates significant risk to the ability to deliver the contract.	Pass/Fail
K2. Data Protection Registration	Pass/Fail  Pass = Number provided and checked and verified during evaluation. Fail = Number not provided or number not able to be verified during evaluation.	Pass/Fail
K3. NHS mail	For information	For information
K4. SIRO	Pass/Fail Pass = Providing correct contact details for the SIRO.	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	Fail = Failing to provide details or providing incorrect contact details for the SIRO.	
K5. IG & Data Security	<p>Pass/Fail</p> <p>Pass = Providing correct contact details for the senior person who has specific responsibility for protecting PCD and confirming whether or not they are a registered Caldicott Guardian.</p> <p>Fail = Failing to provide details or providing incorrect contact details for the senior person who has specific responsibility for protecting PCD or failing to confirm whether or not they are a registered Caldicott Guardian.</p>	Pass/Fail
K6. Offshore data processing or storage	<p>Pass/Fail</p> <p>Pass = Answering No, or answering Yes and the answer providing sound reasons that the outsourcing does not compromise the safe delivery of the contract.</p> <p>Fail = Answering Yes and the answer failing to providing sound reasons that the outsourcing does not compromise the safe delivery of the contract.</p>	Pass/Fail
K7. Data Processing Agreements	<p>Pass/Fail</p> <p>Pass = Answering N/A as a single bidder with no partner or subcontractors, or answering Yes and the answer providing sound reasons that the use of partners, subcontractors and/or third parties does not compromise the safe delivery of the contract.</p> <p>Fail = Answering Yes and the answer failing to providing sound reasons that the use of partners, subcontractors and/or third parties does not compromise the safe delivery of the contract.</p>	Pass/Fail
K8. N3 link	For information	For information
K9. ISO/IEC 27001	For information	For information

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
certification		
<b>Section L - Workforce</b>		
L1a -L1b. Compliance with legislation	Pass/Fail Pass = Answering Yes or answering No but providing sound reasons in L1b and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering No to the question and failing to provide any sound reasons in L1b and/or other evidence that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	Pass/Fail
<b>Section M - Agreement to Principles of COSOP and TUPE</b>		
M1. TUPE	Pass/Fail Pass = Answering Yes or answering No but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering No to the question and failing to provide any sound reasons and/or other evidence that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	
M2. COSOP & Fair Deal for Staff pensions	Pass/Fail  Pass = Answering Yes Fail = Answering No	Pass/Fail
<b>Section N - Declarations</b>		
N1. Document 1	Pass/Fail  Pass = Answering Yes Fail = Answering No	Pass/Fail
N2a-b. Document 2	Pass/Fail  Pass = 1. Attaching a completed, signed document	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	<p>2; 2. Answering No to all Grounds for mandatory exclusion (section 2) and all Grounds for discretionary exclusion (section 3 and 4) or answering Yes to certain Grounds for mandatory exclusion and all Grounds for discretionary exclusion but providing sound reasons and other evidence in Appendix 1 that demonstrates why the sound reasons do not compromise its ability to deliver the contract, and 3. completing and signing section 6 conflicts of interest declaration. Fail = 1. Failing to attach a completed signed document 2 2. Answering Yes to certain Grounds for mandatory exclusion and all Grounds for discretionary exclusion and failing to provide sound reasons and other appropriate evidence in Appendix 1 that demonstrates why the sound reasons do not compromise its ability to deliver the contract, and 3. Failing to complete a signed section 6 conflicts of interest declaration or completing and signing section 6 conflicts of interest declaration where the identified conflict was deemed unacceptable by the Commissioner.</p>	
N3. Documents 3a, 3b and 3c	<p>Pass/Fail</p> <p>Pass = Answering Yes Fail = Answering No</p>	Pass/Fail
N4a. Document 7	<p>Pass/Fail</p> <p>Pass = Answering Yes Fail = Answering No</p>	Pass/Fail
N4b. Document 7	<p>Pass/Fail</p> <p>Pass = Attaching completed document Fail = Not attaching completed document</p>	Pass/Fail
N5a-b. Modern Slavery Act 2015	<p>Pass/Fail</p> <p>Pass = Answering Yes to question N5a, providing a URL to the evidence requested and the statement being compliant with the Act, or answering Yes to question N5a and providing sound reasons and/or other</p>	Pass/Fail

Qualification Envelope		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
	evidence to demonstrate why such failure does not compromise the ability to deliver the contract, or answering N/A to question M5a and the bidder is not described as a relevant commercial organisation in the Act. Fail = Answering Yes to question N5a and failing to provide a URL and suitable statement as described in "Pass", or failing to provide sound reasons and/or other evidence in N5b to demonstrate why such failure does not compromise the ability to deliver the contract.	
<b>Section O - Premises</b>		
O1. Premises	Pass/Fail  Pass = Answering Yes or answering No but providing sound reasons and other evidence that demonstrate why such failure(s) does not compromise its ability to deliver the contract. Fail = Answering No to the question and failing to provide any sound reasons and/or other evidence that demonstrates why such failure(s) does not compromise its ability to deliver the contract.	Pass/Fail
O2. Mobile Facilities	Pass/Fail or N/A	Pass/Fail or N/A
<b>Section P - Opportunity Listing</b>		
N/A	N/A	N/A

## Stage 4: TECHNICAL ENVELOPE

Detailed evaluation of bids on the following sections

Technical Envelope – total weighting 80%		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
<b>Section Q – Service Delivery</b> (section total 26%)		
Q1. Service model	Scored	6%
Q2. Triage referrals	Scored	2%
Q3. Exclusions	Scored	2%
Q4. Patient journey	Scored	2%
Q5. Consultant overview	Scored	2%
Q6. Clinical intervals	Scored	2%
Q7. Patient monitoring	Scored	2%
Q8. Secondary provider relationship	Scored	2%
Q9. Prescribing	Scored	2%
Q10. Contingency plans	Scored	2%
Q11. Key Performance indicators and data monitoring	Scored	2%
<b>Section R: Patient Experience</b> (section total 15%)		
R1. Accessibility	Scored	5%
R2. Appointments	Scored	2%
R3. Interpretation	Scored	2%
R4. Patient and clinical complaints	Scored	2%
R5. Patient dignity	Scored	2%

Technical Envelope – total weighting 80%		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
and respect		
R6. Patient information & Communication	Scored	2%
<b>Section S: Workforce</b> (section total 11%)		
S1. Proposed Staffing	Scored	7%
S2. Staff retention	Scored	2%
S3. Staff Training & competency	Scored	2%
<b>Section T: Mobilisation</b> (section total 9%)		
T1. Service Mobilisation	Scored	5%
T1a. Service Mobilisation Plan	Scored	2%
T1b. Service Mobilisation risks	Scored	2%
<b>Section U: Clinical Governance</b> (section total 14%)		
U1. CGL	Pass/Fail  Pass = Information provided and acceptable and stated they are a registered healthcare professional or providing sound rationale to support the absence of the registered professional Fail = Not providing the requested information or not providing supporting rationale for the absence of the registered professional	Pass/Fail
U2. CGL 2	Scored	2%
U3. Compliance with regulatory standards	Scored	2%
U4. Clinical safety and medical emergencies	Scored	2%

Technical Envelope – total weighting 80%		
Section and Section Weighting	Sub-Criteria	Sub-Criteria Weighting
U5. Compliance with Hygiene Code	Scored	2%
U6. Procurement of equipment	Scored	2%
U7. Clinical Governance Systems and Response Measures	Scored	2%
U8. Clinical Recording and Information Governance	For Information	For Information
U9. Systems & Measures	For Information	For Information
U10. Safeguarding procedure	Scored	2%
U11. Senior Information Risk Owner	Pass/Fail Pass = Information provided Fail = Information not provided	Pass/Fail
U12. Risk	For Information	For Information
<b>Section V: Data Security / Information Governance</b> (section total 5%)		
V1. IG Training	Scored	2.5%
V2. Information sharing	Scored	2.5%
<b>Section X: References</b>		<b>Section total %</b>
W1 to W2. References	For Information	For Information
<b>Section X – Financial Model</b> (section total 20%)		
X1. Financial Model	Scored (following compliance check within budget constraints)	20%

Bidders should achieve a minimum of **60%** of the total quality score in order for their bid to be considered further. In the event no bid meets this minimum standard AGCSU reserve the right to review the awarding criteria or cancel the tender process as necessary.

## **28.0 MODERATION**

In order to gain different perspectives the Commissioner(s) may appoint more than one evaluator to assess answers for same tender question. As a result it is important to achieve consensus between different evaluators before a final score (mark) and rationale for Bidders' each answer can be concluded. On completion of scoring answers, a meeting amongst all evaluators will be carried out for this purpose. Such meeting is commonly known as 'Moderation meeting'.

## **29.0 SELECTION OF A PREFERRED BIDDER**

29.1 Following completion of the Stages 1 to 4 inclusive (see section 27.10), and subject to meeting the requirements at each stage, a single consolidated score will be established for each Bidder. The Preferred Bidder(s) will be the Bidder(s) offering the most economically advantageous tender (MEAT), i.e. achieves the highest combined score for the quality of service delivery/performance (i.e. score for the clinical or technical questions) and cost/affordability (i.e. score for the Commercial Envelope questions).

29.2 The Commissioner reserves the right to appoint the next highest scoring Bidder as the Preferred Bidder where they are unable to award a contract to the Preferred Bidder(s) or end up revoking the contract with such Bidder due to unforeseen reasons.

## **30.0 PREFERRED BIDDER APPROVAL**

Following identification of the Preferred Bidder(s), i.e. the Bidder(s) achieving the highest total percentage score, AGCSU will provide the Commissioner(s) with a report summarising details of the evaluation for approval through their respective governance arrangements.

## **31.0 BIDDER NOTIFICATION OF EVALUATION OUTCOME**

Following approval of the Preferred Bidder by the Commissioner(s), AGCSU will inform all Bidders of the outcome of the evaluation, via the message area on Bravo.

A 10 day standstill period will be applied between communicating the award decision to all Bidders (successful and unsuccessful) and proceeding to award the contract(s).

The Commissioner(s) and AGCSU reserve the right at their absolute discretion not to appoint a Preferred Bidder or any Bidder following the conclusion of the tender evaluation.

## **32.0 CONTRACT SIGNATURE**

Following the conclusion of the standstill period and assuming a successful completion of the Preferred Bidder stage; the Commissioner(s) and the Preferred Bidder will finalise and sign

the agreed Contract/s. During this stage the Preferred Bidder will work together with the Commissioner(s)/ AGCSU to finalise the terms of the contract, in preparation for signature of the contract. Commissioner(s)/AGCSU reserve the right to re-engage with any other Bidder whose bid/s meets the required evaluation standards. The Commissioner(s)/ AGCSU reserve the right to amend the Contract to incorporate information as provided by the Preferred Bidder in their Bid Response.

### 33.0 THE CONTRACT

32.1 The contract to be entered into will be in accordance with the NHS Standard Contract issued by the Commissioner(s), which complies with the regulations, which are true to the date of publish. This document can be found at:

<https://www.england.nhs.uk/nhs-standard-contract/17-18/>

32.2 The contract Terms and Conditions are not negotiable at any time. Bidders may seek clarification only in respect of any points of ambiguity or apparent error in the contract Terms and Conditions.

32.3 AGCSU will not be a party to the Contract which shall be entered into between the NHS commissioning organisation and the selected Bidder(s) and shall incur no personal liability arising out of or in connection with the acts or omissions of any Member Organisation in connection with the Contract.

### 34.0 BRAVO HELPDESK

Should you need to contact the Bravo Helpdesk regarding system operations, details are as follows:-

34.1 The Bravo Helpdesk telephone number is 0800 368 4850 and is manned from 08:00 till 18:00 weekdays

34.2 Emails can be sent to [help@bravosolution.co.uk](mailto:help@bravosolution.co.uk) at any time of the day but responses will only be sent between 08:00 and 18:00 weekdays

34.3 The AGCSU BravoSolution e-tendering portal is available 24/7.

## GLOSSARY OF TERMS AND ABBREVIATIONS

<b>Term</b>	<b>Description</b>
<b>AGCSU</b>	NHS Arden and Greater East Midlands Commissioning Support Unit.
<b>The Commissioner(s)</b>	The contracting authority/ies
<b>Authorised Representative</b>	a nominated person authorised on behalf of the Bidder
<b>Bidder</b>	a single operating organisation/person that has been invited to participate in the ITT stage
<b>Bidder Member</b>	a shareholder or member or proposed shareholder or member in, or controlling entity of, the Bidder and / or that shareholder's or member's or proposed shareholder's or member's ultimate holding company or controlling entity
<b>Bids</b>	a bid response submitted in response to the ITT
<b>AGCSU BravoSolution e-Procurement Portal</b>	secure internet portal used by AGCSU for conducting procurements
<b>Contract</b>	a form of Contract, as detailed further in paragraph 5.1, to be entered into between the relevant Commissioner(s) and Recommended Bidder for the provision of the Service(s) (subject to the right of the Commissioner(s) not to award any Contract as a result of this Procurement)
<b>ITT</b>	Invitation to Tender for the Service(s), which is intended to be sent to Potential Bidders.
<b>MEAT</b>	Most Economically Advantageous Tender
<b>NHS</b>	National Health Service
<b>Potential Bidder</b>	a single operating organisation or person that is participating in the Procurement, but that has not at the relevant time been invited to respond to an ITT

<b>Term</b>	<b>Description</b>
<b>Provider(s)</b>	the successful Bidder(s) who have entered into a Contract with the Commissioner(s) to provide the Service(s)
<b>Preferred Bidder</b>	a Bidder who has been selected following the ITT stage to proceed to contract award.
<b>Regulations</b>	the Public Contracts Regulations 2015 (as amended from time to time)
<b>Relevant Organisation</b>	an organisation(s) or person connected with a response to a ITT and / or connected with a bid submission including (without limitation):  the Potential Bidder;  the Bidder;  the Provider;  each Bidder Member;
<b>Service(s)</b>	Community Ophthalmology Service for CCGs in south Nottinghamshire (Nottingham North & East, Nottingham West and Rushcliffe) and mid-Nottinghamshire (Mansfield & Ashfield and Newark & Sherwood)
<b>VfM</b>	Value for Money or the optimum combination of whole-life cost and quality (fitness for purpose) to meet the overall service requirement