

Deadline: Tuesday 3rd July 2012 at 12:00pm (Midday)

PART A

Introduction: Invitation to Tender

The Department of Health invites you to tender for the Unsustainable Providers Regime – Support Models Project: Phase 2. as a supplier on the Multi Disciplinary Consultancy Framework Agreement (RM 353 Lot 1a). We enclose the Invitation to Tender ("ITT") document. ("the Authority" "We" "Our" "Us") will use to form the basis of any contract the Authority may award.

This Invitation to Tender document consists of:

Part A

Introduction to Invitation to Tender

Section One: Instructions to Tenderers
Section Two: Conditions of Contract

Section Three: Evaluation Methodology and Criteria

Part B

Schedule One Specification

Schedule One b: Tenderer Response
Schedule Two: Schedule of Pricing
Schedule Three: Contract Monitoring

Schedule Four: Commercially Sensitive Information

Schedule Five: Administrative Instructions

Schedule Six: Form of Tender and Parent Company Guarantee

If you do not intend to tender, please advise us as soon as possible. If you intend to tender, please acknowledge receipt of this ITT.

Any questions you may have about this Invitation to Tender must be sent to the Authority using (route specified by the Authority). All questions must be received by the deadline for questions 28/06/2012 at 12:00pm (midday). We will copy all our answers to questions to all Tenderers. We will not respond to any questions received after the deadline.

As part of your tender response, you must complete all sections relevant to the Tenderer in Part B of the tender pack. All tenders must be returned no later than the deadline for receipt of tenders 03/07/2012 at 12:00pm (Midday) and you must submit your tenders via (Insert specified route). Late tenders shall not be accepted.

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

If there is an intention to tender, please acknowledge receipt of this ITT by clicking on the Acknowledge Participation entry, in the drop down actions on the appropriate BMS screen.

IMPORTANT NOTE

Quotations may only be uploaded via the Sourcing Home Page, using the 'Actions' window and selecting the 'Create Quote' option.

If you upload your quotation by any other method for example by using the 'New Message/Documents' tab, the quotation will not be correctly linked to the ITT and your submission will be rejected.

The Authority is always looking for solutions that are both sustainable and offer value for money. Tenderers are always encouraged to offer discounts, efficiencies and sustainable solutions within their tender response. The Authority is also committed to ensuring that its suppliers and the suppliers within the supply chain are paid promptly. All suppliers to the Authority are encouraged to make their own commitment and register with the Prompt Payment Code at:

http://www.promptpaymentcode.org.uk/

Tenderers should be aware that this tender document and the resulting contract will be published on Contracts Finder as part of the government's transparency initiative. Further information on the transparency initiative is available at:

Cabinet Office Policy & Guidance - Transparency

SECTION ONE: Instructions to Tenderers

1. TENDER DOCUMENTS

- 1.1. Tenders shall be submitted in accordance with the following instructions. It is important that all the information requested is provided in the format and order specified. If the Tenderer does not provide all of the information the Authority has requested within the tender pack, the Authority may reject the tender as non compliant.
- 1.2. The Tenderer is expected to examine, and where necessary respond to, all of the documents that comprise the tender documents. Tenderers should acquaint themselves fully with the extent and nature of the requirement and the contractual obligations.
- 1.3. Tenderers must obtain for themselves, at their own responsibility and expense, all information necessary for the preparation of their tender. Tenderers are solely responsible for any costs and expenses in connection with the preparation and submission of their Tender, and all other stages of the selection and evaluation process. Under no circumstances will the Authority, or our advisers, be liable for any costs or expenses Tenderers, their sub-contractors, suppliers or advisers incur in this process.
- 1.4. Tenderers are solely responsible for obtaining the information which they consider is necessary in order to prepare the content of their Tenders and to undertake any investigations they consider necessary in order to verify any information the Authority provides to them during the procurement process.
- 1.5. All pages of the tender submission must be sequentially numbered (including any forms to be completed and returned).
- 1.6. All specifications, plans, drawings, samples and patterns and anything else that the Authority issues in connection with this Invitation to Tender, remains the property of the Crown and are to be used solely for the purpose of tendering.
- 1.7. All Tenderers must submit their Tender responses in machine readable format (preferably non-PDF)

2. AMENDMENTS TO TENDER DOCUMENTS AND TERMINATION

- 2.1 At any time prior to the deadline for receipt of questions, that is a minimum of 4 days before the deadline for receipt of Tenders, the Authority may modify the tender documents by amendments in writing.
- 2.2 The Authority may extend the deadline for receipt of Tenders
- 2.3 The Authority reserves the right to modify or to discontinue the whole of, or any part of, this tendering process at any time. The Authority has no obligation whatsoever to award a contract.

3. TENDER PRICES

- 3.1 The prices must be quoted in pounds sterling.
- 3.2 The price of Services shall be firm for the duration of the Contract and will not be subject to any variation unless provided for in the Conditions of Contract.
- 3.3 The basis of the price shall be inclusive of all costs for delivery to the address(es) the Authority requires.

4. TIMETABLE

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

KEY ACTIONS	DATES	
Invitation to Tender document issued	18/06/2012	
Final date and time for questions to be received by	28/06/2012 at 12:00pm,	
Tender return date and time	03/07/2012 at 12:00pm	
Presentations	Weekending 6/07/2012	
Notification to unsuccessful suppliers and preferred bidder	Week ending 13/07/2012	
Contract work starts	Week ending 13/07/2012	

Please note the timetable is indicative and is subject to change at the Authority's discretion.

5. FORM OF TENDER

- 5.1 Schedule Six Form of Tender should be returned with your tender submission.
- 5.2 The contractual form will be a combination of the following

Section Two: Conditions of Contract;

Section Two (A): Form of Agreement (issued post-tender award)

Schedules 1 to 6

6. TENDER INFORMATION

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

7. FREEDOM OF INFORMATION ACT 2000

- 7.1 The Authority is subject to, and must comply, with the, Freedom of Information Act 2000 ("FOIA").
- 7.2 In accordance with the obligations and duties placed upon public authorities by the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 the Authority may be required to disclose information submitted by the Tenderer to the Department.
- 7.3 In respect of any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should:
 - 7.3.1 clearly identify such information as commercially sensitive;
 - 7.3.2 explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
 - 7.3.3 provide a reasoned estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.

- 7.4 This information must be listed in Schedule Four, shown as either Confidential information or Commercially Sensitive information (please see the Conditions of Contract for definitions).
- 7.5 Where a Tenderer identifies information as commercially sensitive, the Authority will take those views into account. Tenderers should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FoIA or the Environmental Information Regulations. It is the sole responsibility of the Authority to decide whether the information might be exempt from disclosure under the FoIA or the EIR and whether the public interest favours disclosure or not. Accordingly, the Authority cannot guarantee that any information marked 'confidential' or "commercially sensitive" will not be disclosed.
- 7.6 Where a Tenderer receives a request for information under the FoIA or the EIR connected to this procurement process, the Authority requires the Tenderer to consult with the Authority to establish if the request is for the Department.

8. SUBMISSION OF TENDERS

- 8.1Tenderers must submit tender responses using the Business Management System (BMS). It is important to note that the Authority shall not accept any tender that is submitted after the deadline for the receipt of tenders has passed. Any such tenders will not be considered whatever the reason the Tenderer puts forward.
- 8.2 Tenders must submit one copy of their tender submission.
- 8.3 Tenderers are requested not to provide any extraneous information that has not been specifically requested in the ITT including, for example, sales literature or Tenderers' standard terms and conditions etc. Tenderers shall note and note well that any contract awarded under this procurement shall be on the Authority's terms and conditions of contract.
- 8.4 The Authority reserves the right to reject any tender if the Tenderer has failed to complete and return parts of the Form of Tender; or fails to provide the information requested in this Invitation to Tender; or the Tenderer has submitted any modification; or the Tenderer has submitted any qualifications to their tender.

9. MODIFICATION AND WITHDRAWAL OF TENDERS

- 9.1 The Tenderer may modify the tender prior to the deadline for receipt of tenders. Any Tenderer wishing to submit a new tender should contact the Authority to advise that a replacement Tender is being submitted.
- 9.2 No tender may be modified after the deadline for receipt of tenders.
- 9.3 Tenders may be withdrawn at any time before the deadline for receipt of tenders. New tenders may be submitted up until the deadline for receipt of tenders, providing such intention is notified to the Authority using the (Authority's specified route) or in writing.
- 9.4 The Tenderer may withdraw a tender after the deadline for receipt of tenders, providing such intention is notified to the Authority in writing.

10. TENDER QUALIFICATIONS

- 1.8. Tenders must not contain any qualifications to the Conditions of Contract. Tenders must be submitted strictly in accordance with the tender documentation. Tenders must not be accompanied by statements that could be construed as rendering the tender equivocal and/or placing it on a different footing from other tenders.
- 1.9. Only tenders submitted without qualification, strictly in accordance with the tender documentation as issued (or subsequently amended by the Authority) will be accepted for consideration. The Authority's decision on whether or not a tender is acceptable will be final

and the Tenderer concerned will not be consulted. **Qualified tenders will be excluded from further consideration**

2. NOTIFICATION OF AWARD OF CONTRACT

- 2.1. Where the requirement falls within the full remit of the EC Directive there will be a minimum 10 calendar days Standstill Period, between communicating the contract award decision and the conclusion of the contract award.
- 2.2. Tenderers should note that, where the contract is placed under regulations pertaining to the General Procurement Agreement (**GPA**), the Authority might be required to publish a contract award notice (including the name and address of the successful Tenderer(s) in the Official Journal of the European Union and notify the same details to unsuccessful Tenderers). Acceptance of the contract in these circumstances is deemed to be formal authorisation to publish these details.

3. PRICE

- 3.1. When uploading tenders, there is a requirement to enter a price on the BMS screen. When asked for a total price for the whole requirement this is the figure that should be entered on the system.
- 3.2. Occasionally, a total price will be unable to be calculated, for example, where the requirement is to provide day rates or in the award of Framework Agreements, or call-off contracts. In these circumstances a value of £1 should be entered.

4. LANGUAGE

4.1. Tenders, all documents and all correspondence relating to the tender must be written in English.

5. TRANSPARENCY

5.1. The Authority will publish the ITT and the Contract when awarded. This is part of the Coalition Government's Transparency requirement. (see hyperlink to Cabinet Office guidance on Transparency

Cabinet Office Policy & Guidance - Transparency

SECTION TWO : CONDITIONS OF CONTRACT

THE TERMS AND CONDITIONS OF THE MULTI DISCIPLINARY CONSULTANCY AGREEMENT (RM 353)

Terms and Conditions are downloadable from BMS

SECTION THREE : EVALUATION METHODOLOGY & CRITERIA

This document sets out the criteria that the Authority will use to evaluate tender proposals to this Invitation to Tender. It outlines the evaluation criteria and their respective weightings, and the evaluation methodology to be used which shall apply to the tenders.

The Framework Agreement award criteria is that of the most economically advantageous to the Authority.

1. EVALUATION METHODOLOGY

- 1.1. The Authority will check each tender for completeness and compliance with instructions in the ITT. The Authority reserves the right to reject any tenders it considers substantially incomplete, or non-compliant (each tender will be assessed on its own merit, according to the level/importance of omitted or non-compliant content).
- 1.2. A tender evaluation panel will then evaluate the tenders. The assessment of tenders shall be based on the following criteria with the weightings attributed (this list is in no particular order):

CRITERIA	WEIGHTING	DESCRIPTION ¹	TENDER RESPONSE SECTION REFERENCE (SEE SCHEDULE 1 – IN PART B)
QUALITY (80%)		Criteria	
Strategic Advisory	20%	Please provide details of how you intend to deliver the service detailed in the specification.	C1
Operational Advisory	15%	Please provide details of your organisations ability to carry out the following operational advisory services	C2
Financial Advisory	15%	Please provide details of your organisations ability to carry out the following financial advisory services.	C3
Risk Management	5%	Please provide details of any risks that you envisage affecting the delivery of the requirement and how you would mitigate against them.	C4
Personnel and Project Management	15%	Please provide details of you will meet the key deadlines outlined in the specification	C5
Similar Contracts and Client References	Not Scored	Please provide at least two case studies where you have demonstrated technical and advisory services in a similar situation.	C6
PRICE	30%	Please provide a breakdown of all costs.	Please complete Appendix A
Total	100%		

¹ PLEASE REFER TO PART B – ITT DOCUMENTS FOR A FULL LIST OF CRITERIA

SCORING MODEL

1.3. Tenders will be scored using the following scoring model related back to the requirements specified:

GRADE LABLE	GRADE	DEFINITION OF GRADE
Unacceptable	0	The response has been omitted, or the Assessor is confident that the Tenderer proposal evidences inadequate (or insufficient) delivery of the requirement
Weak	1	The Assessor is confident that the Tenderer proposal has merit, although there is weakness (or inconsistency) as to the full satisfaction of the delivery requirement
Satisfactory	2	The Assessor is confident that the Tenderer proposal has a suitable level of detail to assure that a satisfactory delivery of the service requirement is likely.
Good	3	The Assessor is confident that the Tenderer proposal has evidenced a level of understanding that assures there will be desirable value-add within the solution or superior and desirable (time or quality) delivery outcomes.
Excellent	4	The Assessor is confident that the Tenderer proposal has evidenced significant levels of understanding and provides a solution that gives assurance of desirable value-add to the Authority.