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e-mail: message via the message facility on Pro-Contract

Date: 30 June 2022

**PRJ-1168 - Expressions of Interest (EOI)** **for the** **provision of Hospital Discharge Scheme for Single Homeless Adults Program – NHS North East London**

NHS North East London (hereafter referred to as “the Authority”) is seeking expressions of interest (EOIs) from capable, qualified and interested providers forthe provision of Hospital Discharge Scheme for Single Homeless Adults Program Services (“the Services”) ahead of the upcoming expiry of the existing contract. This EOI process is being managed Procurement and Contracting Hub at NEL ICB on behalf of the Authority.

Further information regarding NEL is available from: <https://northeastlondonccg.nhs.uk/>

This document comprises the following:

Section A: Invitation

Section B: EOI Terms

Section C: Terms and Conditions

Section D: Evaluation Methodology

**SECTION A - INVITATION**

Interested Applicants are invited to submit an Expression of Interest (EOI) via the Procontract e-tendering portal (https://procontract.due-north.com/). EOIs submitted via any other medium will be rejected.

This document should be read in tandem with the following accompanying and supplementary schedules forming the EOI pack as a whole.

**Supplementary Schedules:**

EOI/Bidder Response Questionnaire

Clarification Question template

Service Specification

**Indicative Timeline:**

|  |  |
| --- | --- |
| **Milestone** | **Date** |
| Issue of EOI opportunity (via a Prior Information Notice (PIN) on Contracts Finder | 30 June 2022 |
| Deadline for receipt of Clarification Questions (CQs) | **22 July 2022** |
| Deadline for submission of EOIs and completed EOI Questionnaire responses | **14:00 - 01 August 2022** |
| Evaluation of EOIs | 01 August 2022 - 05 August 2022 |
| Approvals | 05 August 2022 |
| Notification of EOI Evaluation results | 05 August 2022 |

Applicants are to note that the above dates are subject to change at the sole discretion of the Authority.

Responsibility for ensuring the timely submission of EOIs resides with the Applicant. Neither the Authority and/or Procurement and Contracting Hub will accept any responsibility or liability for, or arising, from late or non-receipt of EOIs, nor will the Authority and/or Procurement and Contracting Hub be held liable for the reimbursement of any costs incurred by Applicants in responding to this EOI opportunity, following cancellation or for any other reason.

**Next steps for Applicants**

Interested providers (Applicants) are requested to review the contents of this guidance document carefully, register their organisation, and express their interest in the EOI via the e-tendering portal (ProContract). EOI documentation can be accessed following expression of interest via the e-tendering portal:

[https://proContract.due-north.com/register](https://procontract.due-north.com/register)

Any reference to “the e-tendering portal” should be considered reflective of the above web address.

The EOI has been issued through the e-tendering portal. All Applicants wishing to participate must complete and submit EOIs that comply with the requirements set out in this document. Applicants are required to complete the online EOI Questionnaire on the e-tendering portal and submit it before the Deadline for submission of EOIs detailed above.

**SECTION B – EOI TERMS**

1. **GENERAL**
	1. All EOIs received have been made in agreement with these EOI Terms

1. **INFORMATION**
	1. Information supplied to Applicants as part of the EOI is supplied in good faith. However, Applicants 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 from the use by Applicants of such information.
	2. All information supplied in connection with this EOI shall be regarded as confidential.
2. **POST-EOI CLARIFICATIONS**
	1. The Authority reserves the right to qualify or quantify any part of an EOI, and/or amend/change the specification/instructions contained within the EOI documentation.
3. **APPLICANT COMMUNICATIONS**
	1. During the EOI process, the Authority requests that all communications be channelled through the messaging facility on the e-tendering portal.
	2. Applicants are able to request clarification on any aspect of the EOI by submitting a Clarification Question (CQ) using the messaging facility on the e-tendering portal.
	3. Only CQs submitted via the messaging facility on the e-tendering portal will receive a response.
	4. Any CQs received after the stated deadline (CQ deadline outlined in Section A) will not receive a response.
	5. All CQs will be anonymised and published to all Applicants who have registered against the project on the portal. Applicants 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. i.e. Applicants must set out the reason(s) for non-disclosure to other Applicants. However, if Procurement and Contracting Hub does not consider the query to be of a commercially sensitive or confidential nature or considers it to represent a query relevant to all Applicants, in terms of both the query and the response, they will, at their sole discretion, retain the right to refuse such a request and inform the requesting Applicant of any such decision.
4. **EOI RESPONSES AND SUBMISSION**
	1. EOIs should be submitted for all services, not for selected items.
	2. EOIs must be submitted in the format requested (please complete online questionnaires on the portal)
	3. EOIs must be submitted via the e-tendering portal. EOIs submitted via any other means will not be considered.
	4. The Authority will reject any EOI which:

		1. contains gaps, omissions or obvious errors;
		2. contains amendments and alterations which have not been approved in writing by the Authority;
		3. is received after the deadline for submission (see 5.6 below);
		4. does not agree to abide by the stipulated terms and conditions;
		5. is not submitted in the layout/format requested.
		6. Any material provided in excess of stated word counts will not be evaluated.
		7. Please note that any attempt to avoid express word limits by deliberately avoiding the use of normal punctuation in any response to this EOI will be treated as non-compliant and the Authority reserves the right to exclude any such EOI from further involvement in this procurement process.
	5. The Authority may, at its sole discretion, extend the deadline for submission. Any extension will be communicated and apply to all Applicants.
	6. EOIs must be submitted by the deadline specified. Any EOI submitted later than the deadline will not be accepted or considered as part of the procurement process. Late submissions may be accepted in exceptional circumstances where there is a technical issue with the portal preventing submission, and where the following criteria are met:
* Where the issue is raised by the Applicant with the portal technical helpdesk before the EOI submission deadline.
* Where the Applicant receives a valid call reference number; and
* Where the Applicant informs the procurement team of the issue via the messaging facility on the e-tendering portal (including the call reference number) before the EOI submission deadline has passed.
1. **EVALUATION**
	1. The evaluation process will be conducted to ensure that EOIs are evaluated fairly and in line with the published evaluation criteria.
2. **EOI PROCESS AND OUTCOME**
	1. **This EOI is published via a PIN as a call for competition.**
	2. The number of successful EOIs received will influence the format of the following stages in the procurement process.
	3. The contract will be awarded without further publication. Interested organisations must express their interest as instructed in this document if they wish to take part in this procurement process and no further opportunity notice will be published.
	4. EOI responses will be evaluated using the criteria set out in the EOI Bid Response Document.
	5. Should only one suitable EOI be received or only one Applicant be deemed successful following evaluation, the Authority reserves the right to undertake a negotiated procedure to award the contract to that Applicant.
	6. Where multiple EOIs are received and multiple Applicants are successful following evaluation, the Authority will publish a further competition to only those successful Applicants. without publishing a contract notice/advert
3. **CANVASSING**
	1. Any Applicant who directly or indirectly canvasses any Member, Official or Agent of the Authority concerning this EOI will be automatically disqualified.
4. **COLLUSIVE TENDERING**
	1. Any Applicant will be disqualified (without prejudice to any other civil remedies to the Authority and without prejudice to any criminal liability which such conduct by a Applicant may attract) who:
		1. Enters into agreements or arrangements with any other person that they shall refrain from responding, or as to the content of an EOI to be submitted; or
		2. Offers or agrees to pay or does pay or give any sum or sums of money, inducement or valuable consideration directly or indirectly to any person for doing or have done, causing or having caused to be done in relation to other Applicants or proposed Applicants for the services of any act or omission.
5. **CONFLICTS OF INTEREST**
	1. The Authority requires that all actual or conflicts of interest are resolved to the Authority’s satisfaction prior to the future submission of Bids. In the event that any actual or potential conflict of interest comes to an Applicant’s attention following the submission of its EOI, that Applicant should immediately notify the Authority via the clarification process stated herein.
	2. Applicants should notify the Authority of any actual or potential conflicts of interest via the messaging facility. If the Applicant becomes aware of an actual or potential conflict of interest following submission, it should immediately notify the Authority via the portal. Such notifications should provide details of the actual or potential conflict of interest, and the Authority reserves the right to review the EOI in light of such new information.
6. **CONFIDENTIALITY AND INFORMATION GOVERNANCE**
	1. All information supplied to you by the Authority, relating to this EOI, either in writing or orally, must be treated in confidence and not disclosed to any third party (save to your professional advisers, Consortium Members and/or sub-Contractors strictly for the purposes only of helping you to participate in this EOI and/or prepare your EOI) unless the information is already in the public domain or is required to be disclosed under any applicable laws.
	2. You shall not disclose, copy or reproduce any of the information supplied to you as part of this EOI other than for the purposes of preparing and submitting an EOI. There must be no publicity by you regarding the EOI, or the future award of any Contract, unless the Authority has provided express written consent.
	3. The Authority reserves the right to disclose all documentation relating to this EOI, including, without limitation, your EOI, to any employee, third party agent, adviser or other third party involved in the EOI in support of, and/or in collaboration with, the Authority. The Authority further reserves the right to publish the Contract once awarded and/or disclose information in connection with supplier performance under the Contract in accordance with any public sector transparency policies (as referred to below). By participating in this EOI, you agree to such disclosure and/or publication by the Authority in accordance with such rights reserved by it under this paragraph.
	4. The Freedom of Information Act 2000 (“FOIA”), the Environmental Information Regulations 2004 (“EIR”), and public sector transparency policies, including the placing of Contract award notices on the Contracts Finder database, apply to the Authority (together the “Disclosure Obligations”).
	5. You should be aware of the Authority’s obligations and responsibilities under the Disclosure Obligations to disclose information held by the Authority. Information provided by you in connection with this EOI, or with any Contract that may be awarded as a result, may therefore have to be disclosed by the Authority under the Disclosure Obligations, unless the Authority decides that one of the statutory exemptions under the FOIA or the EIR applies.
	6. If you wish to designate information supplied as part of your EOI, or otherwise in connection with this EOI as confidential, using any template and/or further guidance, you must provide clear and specific detail as to:
* the precise elements which are considered confidential and/or commercially sensitive;
* why you consider an exemption under the FOIA or EIR would apply; and
* the estimated length of time during which the exemption will apply.
	1. The use of blanket protective markings of whole documents such as “commercial in confidence” is not sufficient. By participating in this EOI you agree that the Authority should not and will not be bound by any such markings.
	2. In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made. You agree, by participating further in this EOI and/or submitting your EOI, that all information is provided to the Authority on the basis that it may be used under the Disclosure Obligations if the Authority considers that it is required to do so.
1. **LSS RESPONSIBILITIES**
	1. It should be noted that LSS is acting as an agent on behalf of the Authority as procurement lead for this EOI process.

##### SECTION C - TERMS AND CONDITIONS OF CONTRACT

1. **TERMS & CONDITIONS**
	1. This contract will be governed by the NHS TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES

**This document is attached to the project on Pro-contract**

**SECTION D – EVALUATION METHODOLOGY**

1. **EVALUATION PROCESS**
	1. The evaluation criteria for the EOI are contained in the EOI Bid response document. Questions will be either “for information only” or scored on a “Pass/Fail” basis. Any question with a Pass/Fail criterion attached will stipulate the scoring criteria under the “Supplier help” field within the online questionnaire for the question at hand or within an attached document.
	2. Evaluation will be carried out by a panel made up of Authority representatives (“Evaluators”) formed from a variety of specialisms.

* 1. Evaluators will score Applicants’ answers for each Pass/Fail question within this EOI as either “pass” or “fail”. Each evaluator will also provide a brief rationale for the scores awarded for each question by reference to the marking scheme.
	2. Only evaluators authorised by the Authority will have access to EOI information.
	3. In evaluating EOIs, should the response fail any of the mandatory requirements including Pass/Fail questions set out in this EOI Guidance document and the online questionnaire, and its accompanying schedules, at any stage of the evaluation process, the Authority reserves the right to disqualify the Applicant.

**Moderation**

* 1. In order to gain different perspectives and insights, the Authority may appoint more than one Evaluator to assess Applicants’ EOI responses for the same EOI question. Subsequently, consensus between different Evaluators will be obtained before a final score (mark) and set of comments (rationale) for all EOIs can be concluded. Accordingly, and following completion of individual Evaluator scoring, a meeting and/or discussion amongst all Evaluators will be arranged for this purpose (Moderation meeting). The conclusion of moderation will result in a final consensus score and set of comments for each question and for each Applicant for scored questions.

 **Outcome of EOI stage and next steps**

* 1. Applicant(s) who meet the Authority’s requirements in all areas (in accordance with the evaluation criteria and scoring mechanism) will be deemed to have passed the EOI stage.
	2. Information on scoring results and rationales for marks achieved will be provided to all Applicants.
	3. The number of successful EOIs received will influence the format of the following stages in the procurement process (see section 7).
	4. Should only one suitable EOI be received, the Authority reserves the right to undertake a negotiated procedure to award the contract.

**The Contract**

* 1. The contract to be entered into will be in accordance with the contract form provided in Section C above. This contract will be populated with information from the Successful Bidder’s bid response as required.
	2. The contract will be offered for an initial period of 3 years, with an option to extend for an additional 2 year(s) at the Authority’s sole discretion.
	3. Should a competitive procurement process be required following this EOI process (i.e. two or more EOIs are deemed successful following evaluation), the contract start date will be 01/10/2022. Where only one EOI is received, the awarded contract start date may be sooner.