

**INVITATION TO TENDER (ITT)**

**FOR CERVICAL CANCER SCREENING SERVICES**

**TENDER REFERENCE: GOJ/2024/1907**

**August 2024**

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# **SECTION 1: TENDER PARTICULARS**

## **GLOSSARY**

Unless the context otherwise requires, the following words and expressions used within this Invitation to Tender (except Section 5: GOJ’s Terms & Conditions of Contract) shall have the following meanings (to be interpreted in the singular or plural as the context requires):

| **Term** | **Description** | |
| --- | --- | --- |
| **Jersey Health & Care Index (JHCI)** | The new Jersey Health & Care Index will ensure easier and more accurate identification and registration of patients against verified demographics. This will enable more effective management of patient records.  Ability to accurately register patients against verified demographics and effectively manage those demographics across all health and care systems.  Ability to match and link patient records across health and care systems automatically with a high degree of certainty.  Ability to integrate with the GoJ People Directory. | |
| **IMS Maxims** | IMS Maxims – Provide the Jersey General Hospital patient administration system and core electronic patient record. | |
| **OmniLabs** | The Jersey General Hospital Pathology Laboratory system used for ordering investigations (microbiology, clinical chemistry, histology) and returning results. Currently is being used to identify participants to be recalled for Cervical Cancer Screening. | |
| **EMIS** | EMIS web - A clinical management system used by GP’s. | |
| **URN** | Unique Reference Number (URN). A unique number assigned to a person when they register with the Customer & Local Services (CLS) Department on arriving in Jersey or upon birth on the island. |
| **MRN** | Medical Reference Number (MRN). Assigned to a person if they are admitted to hospital and have green notes. |
| **SSN** | Social Security Number (SSN). A unique number assigned by the CLS Department on the Social Security system. This is sometimes referred to as the JY Number as ‘JY’ is typically the prefix for the unique number. |
| **Conditions of Tender** | Means the terms and conditions set out in this ITT relating to the submission of a Tender. |
| **Contract** | Means the GoJ Terms & Conditions of Contract (as set out in Section 5 of the ITT) to be entered into by GOJ and the Contractor following any award under the procurement exercise. |
| **Due Diligence Information** | Means the background and supporting documents and information provided by the GOJ for the purpose of better informing the Tenderers’ responses to this ITT. |
| **GoJ** | Means the Government of Jersey |
| **Invitation to Tender** | Means this invitation to tender document and all related documents published by the GOJ and made available to Tenderers and includes the Due Diligence Information. |
| **Due Diligence Information** | Means this invitation to tender document and all related documents published by the GOJ and made available to Tenderers and includes the Due Diligence Information. |
| **Jersey Financial Directions** | Means the Jersey Financial Directions as issued by the Treasurer of the States under Article 34 the Public Finances (Jersey) Law 2005 (hereafter referred to as “the Law”). Compliance with Financial Directions is mandatory and not following them may lead to an offence being committed under Part 7 of the Law. |
| **Requirements** | Means the Specification of Requirements (Non-Price and Price) described in Section 3 of this ITT |
| **Secure Web Portal** | Means the channelislandtenders.com procurement portal, owned and operated by PROACTIS. The Secure Web Portal is the GoJ’s primary means of advertising and processing all supplier-related activities in relation to this ITT.    Interested suppliers shall need to register themselves with PROACTIS via the Secure Web Portal and login to express interest and access the ITT suite of documents |
| **Services** | Means the Cervical Cancer Screening Services as described within the GoJ Terms & Conditions of Contract for the provision of the services |
| **Distorted Price** | Means a tender price which is received where the proposed price is exponentially higher (or lower) than the average price received within Tenders and; any accompanying Non-Price proposal does not indicate a clear alternative means to justify an exponent price. |
| **Tender Response(s), or ITT Response** | means a Tenderer’s formal offer in response to this ITT. |
| **Tenderers** | means the organisations being invited to respond to this ITT. |
| **Contractor** | means the successful Tenderer(s) who will be a party to the Contract responsible for supplying the Services |

## **GENERAL**

## **About the Government of Jersey**

The Government of Jersey (GoJ) [www.gov.je](http://www.gov.je) is the Government of the Bailiwick of Jersey and is responsible for the management of the island’s finances and operation of its public services. Jersey does not sit within the European Union but as a public sector body it applies the principle of transparent procurement practices in accordance and within its own laws and financial regulations. Jersey is self-governing with independent fiscal and legal systems and courts of law. The States Assembly is made up of 49 members. The island is a British Crown Dependency with a population of approximately 107,800 people.

The Government of Jersey is in a unique position of fulfilling the roles of both central and local government but scaled to a small jurisdiction. This presents challenges in delivering economies of scale but provides huge opportunities to join up processes more easily across the entire system of government administration.

The Government’s Ministers have published their Government Plan for Jersey. The Government has set out a long-term vision and ambition for modernising and improving Jersey’s public services which are set out within the Government Plan. The current Government Plan sets out the income and spending proposals in one comprehensive, costed plan. The current Government Plan sets out the ambition to create a Modern Government that will be enabled through the use of tools which will allow us to operate across departmental boundaries and to support staff to become more agile in the way they work.

The Proposed Government Plan brings to life the five strategic priorities, identified in the Common Strategic Policy. The Common Strategic Policy sets out Ministers’ high-level ambitions for Jersey and contains five strategic priorities where ministers will focus their efforts.

In addition, into the current Government Plan, Future Jersey and the Island Plan provide insight into the longer-term strategic plans and aspirations. It sets out Islanders' ambitions for Jersey’s future over the next 20 years.

## **Government Departments**

There are 11 government departments:

* Children, Young People, Education and Skills
* Chief Operating Office
* Treasury and Exchequer
* Strategic Policy, Planning and Performance
* Office of the Chief Executive
* Ministry of External Relations
* Justice and Home Affairs
* Infrastructure, Housing and Environment
* **Health and Community Services**
* Department for the Economy
* Customer and Local Services

## **Health and Community Services (HCS) Ambition and Vision**

Our ambition is aligned to the Government of Jersey’s strategic priority (Common Strategic Policy as found [here](https://www.gov.je/Government/PlanningPerformance/GovernmentProgramme/CommonStrategicPolicy/pages/commonstrategicpolicy2023to2026.aspx)) to improve Islanders’ wellbeing and mental and physical health.

To achieve our ambition, we will:

* Support Islanders to prevent ill-health and adopt self-care as part of our shared commitment to maintaining a healthy lifestyle
* Ensure services provided by HCS and external partners are: high quality, efficient and effective, working to professional standards shared by professionals and volunteers across the delivery of health and social care
* To harness the experience, ambitions, and insights of professionals and volunteers involved in delivery of care, as well as acknowledging our service user’s needs and circumstances when planning and organising services
* Make the best use of resources available for the development and delivery of publicly funded services and help to support service users to secure Value for Money (VFM) when paying for services
* Ensure HCS is business-like in the ways it works, encouraging staff to exhibit the values and behaviours that underpin the Government of Jersey culture.
* Ensure alignment with **the 2027 Cancer Strategy for Jersey**: [Together, A Cancer Strategy for Jersey (gov.je)](https://www.gov.je/government/pages/statesreports.aspx?reportid=5745)
* Ensure alignment with the Health and Community Services - **Ministerial Plan**
* During 2024 the focus will be on the quality, safety, effectiveness and affordability of the Government of Jersey’s health and care services and, on supporting improvements to the health and wellbeing of Islanders through activities that prevent ill health and promote wellbeing.
* [Ministerial Plans 2024 to 27.pdf (gov.je)](https://www.gov.je/SiteCollectionDocuments/Government%20and%20administration/Ministerial%20Plans%202024%20to%2027.pdf)

Health and Community Services Vision

Our vision for Health and Community Services is to create a healthy island with safe, high-quality, outcome-focused, affordable care that is accessible when and where our service users need it. Jersey has many strengths across our health economy, and we need to build on them when designing change.

Among our strengths are:

* Our committed workforce
* The breadth and depth of our services, despite the small size of our population
* Timeliness of services compared with many jurisdictions
* Our Parish system and wider community assets
* Our carers in the community
* Access to investment in health remains a strong political priority
* Our long-term care benefit scheme
* Our resilient Primary Care Service and the prevalence of GPs in the Island
* The unique blend of primary and secondary care
* A strong culture of voluntary work

## **Background to the Requirement**

## **Government of Jersey Digitisation**

The Government of Jersey is in a unique position of fulfilling the roles of both central and local government but scaled to a small jurisdiction. This can present challenges in delivering economies of scale but provides huge opportunities to join up processes more easily across the entire system of government administration.

The government is currently deploying a long-term vision and ambition for modernising and improving Jersey’s public health services. The vision sets out the ambition to create a Modern Government that will be enabled through the use of tools which will allow us to operate across departmental boundaries and to support staff to become more agile in the way they work.

These ambitions are being realised across all government departments, and within the Health and Community Services department are captured within the Digital Health Programme.

## **Project Background**

Cervical screening involves a clinical investigation to check the health of the cervix to detect human papillomavirus (HPV) and to spot any abnormal changes in the cervix so they can be treated early to help prevent cervical cancer.

The current Cervical Cancer Screening (CCS) service is an ‘opt-in’ service which uses OmniLabs as its primary IT system. OmniLabs is essentially a laboratory system that offers some extra functionality and not a bespoke call/recall system. It does not offer the ‘call/recall’ functionality which would be required to enable the service to become an ‘opt-out’ programme. Therefore, it does not have the ability to invite participants not yet registered on the programme to be screened.

OmniLabs will only recall participants who have opted in and had a previous sample taken, however, if they do not respond to the two reminder letters that are sent at their next screening round they are lost from the programme. Essentially Omnilabs is not fit for the purpose of providing a fully functional Cervical Cancer Screening service.

Additionally, the end-to-end process is heavily paper-based and very manual, which is inefficient and leaves the service exposed to a high degree of clinical risk.

GoJ are looking to partner with a service provider who can deliver a ‘call/recall’ system for Cervical Cancer Screening (CCS) that will enable an ‘opt-out’ service to be delivered and managed, replacing the manual nature of the current process. In addition, part of the project’s scope is to ensure that Colposcopy investigation information is captured electronically and can be reported on (a mandatory reporting requirement, which we currently cannot fulfil).

Tenderers are made aware that GoJ may wish, following implementation of the system for CCS, to explore further development of the system to include other cancer screening services with the successful tenderer and as a Variation to contract. Such Variation is not guaranteed and may exceed 10% of the original contract value.

The new system must enable the Screening Team to:

1. Call all participants at the age of 25 to 64 within the programme guidelines.
2. Follow up participants if they have not responded.
3. Monitor non- responders and recall them in future screening rounds.
4. Support communication with participants enabling the sending out of templated letters, text and emails in line with the preference of the participant.
5. Enable the recall of participants within the programme guidelines.
6. Enable robust audit and governance of the service.
7. Enable prompt identification and treatment of abnormal changes and ensure these participants can be electronically referred on to the clinical service in a timely fashion.
8. Offer flexible ability to change cycle intervals for individual participants dependant on clinical outcomes.

The new system must:

1. Streamline the service removing many manual processes therefore reducing risk.
2. Link with the Jersey Health & Care Index (JHCI) to identify and target eligible participants.
3. Establish the workflow/connectivity required to enable an electronic end-to-end process starting with the Government of Jersey Health Demographic Index (JHCI) database that will populate the ‘call/recall’ functionality through to all other relevant operational systems within the Digital Health systems architecture.
4. Be fully integrated with the laboratory LIMS system OMNILABs.
5. Facilitate an ‘opt out’ service, therefore increasing uptake and reducing health inequalities.
6. Have the ability to interface with some or more of the systems in the glossary above.

Key drivers:

The key benefits that GoJ want to leverage through this work are:

* The introduction of an ‘opt-out’ service for each screening programme.
* Reduce healthcare inequalities by changing to an ‘opt-out’ system.
* Improving access to screening by providing a less intrusive service, supporting the “Right place, right time, right person” philosophy.
* Increased uptake in each screening programme.
* Reduction in cancer treatment due to earlier detection and faster diagnosis.
* Preventative care shown to be reducing the cost of possible treatment.
* The reduction in demand on Oncology and other JGH Services and associated cancer treatments.
* Deliver a measurable reduction in cervical cancer cases within 5 years with associated reduction in mortality.
* Reduce costs to the healthcare economy by earlier diagnosis.
* Implement and improve governance, quality assurance and safety.
* Introduce robust reporting facilities to identify gaps and make service improvements.  Ability to identify cohorts of participants that may not be engaging in screening.
* Ensure that Colposcopy investigation information is captured electronically and can be reported on (mandatory reporting requirement).
* Provide the ability to electronically refer to other JGH Services
* Compliant with UKNSC guidelines, NICE guidelines and in line with NHS Screening programmes.
* Enabling a clinically evidence-based screening program.
* Improved reputation of HCS.
* Improve Islander’s health and in particular Woman’s health by supporting the World Health Organisation’s global strategy to eliminate cervical cancer by 2030.

The full scope of requirements is detailed within **Schedule 3.0** of this ITT.

## **Tender and Tender Submission**

* 1. GOJ is using a Secure Web Portal where the ITT suite of documents will be accessible for Tenderers wishing to lodge an Expression of Interest (EOI) for this procurement exercise by accessing [www.channelislandtenders.com](http://www.channelislandtenders.com) The ITT is only available in electronic form which can be accessed via a web browser.
  2. Tenderers are required to access the ITT suite of documents in accordance with:
* Section 1-Tender Particulars,
* Section 2- Instructions To Tenderers,
* Section 3- Specification of Requirements (Price and Non-Price),
* Section 4- Returnable Documents, and
* Section 5 -GOJ Terms & Conditions of Contract.
  1. The information contained in the ITT is designed to ensure that completed Tender Responses are given equal and fair consideration. It is important that Tenderers provide all the information asked for in the format and order specified.
  2. Tenderers should read the ITT carefully before submitting a Tender Response. Failure to comply with the instructions for completion and submission of a Tender Response will result in elimination from the procurement exercise. Tenderers are advised to acquaint themselves fully with the extent and nature of the goods and/or services in Section 3 Specification of Requirements (Price and Non-Price) and Section 5 GOJ’s Terms and Conditions of Contract. These instructions constitute the Conditions of Tender. Participation in this procurement exercise automatically signals that the Tenderer accepts the Conditions of Tender.

## **PROPOSED TIMETABLE AND ADMINISTRATIVE ARRANGEMENTS**

|  |  |
| --- | --- |
| Invitation to tender published on www,channelislandtenders.com | *Friday 5 July 2024* |
| Deadline for clarification questions from  Tenderers | | *Thursday 25 July 2024* |
| Supplier tender briefing sessions | | *Wednesday 24 July 2024* |
| Deadline for GOJ to respond to clarification questions | | *Monday 29 July 2024* |
| **Deadline for Tender Responses** | | *Thursday 1 August 2024*  *12 Noon* |
| **Evaluation of Tenders** | | *Friday 2 August 2024 - Friday 30 August 2024* |
| Supplier Tender Clarification Sessions | | *w/c 9th September 2024* |
| Proposed Contract start date | | *Friday 29th November 2024* |
| Proposed Duration of Contract | | The Contract will commence November 2024 and expire November 2027.  GOJ reserves the right to extend the contract for a further 2 Years in 2 increments of 12 months. |

* 1. The proposed timetable is only a guideline. The GOJ reserves the right to make any changes it deems necessary to the proposed timetable.
  2. Tenderers may be offered a ‘Supplier tender briefing session’ that will take place **24th July 2024 via MS Team**. This will take place after the tender has been issued to assist suppliers with their understanding of the advertised requirements, and to assist them in their preparation of their tender responses.

## **COMMERCIAL MODELS**

* 1. The GOJ will consider single tenders from sole suppliers; or collaborative tenders from consortiums (defined as a group of individuals or companies formed to undertake an enterprise or activity that would be beyond the capabilities of the individual members), where there is a Lead Contractor responsible for sub-contracting and managing the other members in the consortium.

## **CONDITIONS APPLYING TO THIS ITT**

* 1. Unless stated otherwise in this ITT or in writing from the GOJ, all communications from Tenderers (including Tenderers sub-contractors, consortium members, consultants and advisers) during the period of this procurement exercise must be undertaken using the GOJ’s Messaging Facility available within the Secure Web Portal.

***Enquiries and Communication relating to this ITT***

* 1. Any request for clarification about the requirement or procurement exercise should be submitted at the earliest opportunity via the Messaging Facility and in any event no later than the deadline for clarification questions. No further questions will be accepted after the clarification question deadline. Please see Paragraph 2 (Proposed Timetable and Administrative Arrangements) for the timetable.
  2. If the GOJ considers any request for clarification to be of significance to other Tenderers, the GOJ will circulate on a regular basis the clarification together with the GOJ’s response (but not the source of the clarification) to all Tenderers that have expressed an interest in this ITT.
  3. Where a Tenderer believes that a request for clarification is commercially sensitive e.g. where disclosure of such clarification and the response would or would be likely to prejudice its commercial interests, the Tenderer should clearly indicate that the clarification is commercially sensitive. However, if the GOJ at its sole discretion does not consider that the clarification is (a) commercially confidential in nature or (b) that all Tenderers would potentially benefit from seeing together with the GOJ’s response, the GOJ will:

1. invite the Tenderer submitting the clarification either to declassify the clarification and allow the clarification along with the GOJ’s response to be circulated to all Tenderers; or
2. request the Tenderer, if the Tenderer still considers the query to be commercially sensitive, to withdraw the query.
   1. The GOJ reserves the right not to respond to a request for clarification or to circulate such a request where it considers that the answer to that clarification would or would be likely to prejudice the GOJ’s commercial interests. In such circumstances, the GOJ will inform the relevant Tenderer.
   2. The GOJ will not consider any request for clarification made or submitted by any other means except via the Messaging Facility. Unless otherwise stated, enquiries by telephone or verbal enquiries will NOT be accepted nor responded to.
   3. The GOJ will endeavour to respond to all clarifications as quickly as possible but cannot guarantee a minimum response time.

***Alterations to the ITT***

* 1. The format and/or wording of the ITT must not be changed by Tenderers.
  2. Tenderers may modify their Tender Response prior to the deadline for receipt of Tender Responses via the GOJ’s Secure Web Portal. No Tender Response may be modified after the deadline for receipt of Tender Responses.
  3. Tenderers may withdraw their Tender Response at any time prior to the deadline for receipt of Tender Responses or any other time prior to accepting the offer of a contract by submitting a notice via the Messaging Service.

***Receipt of Tender Response***

* 1. Tender Responses must be sent to the dedicated Secure Web Portal up to the time and date set out in the proposed timetable in Paragraph 2 (Proposed Timetable and Administrative Arrangements) above. Tender Responses received before that deadline will remain unopened until that deadline or such time thereafter when all Tender Responses will be opened. The GOJ will not consider Tender Responses received after the deadline.

***Acceptance of Tender Responses***

* 1. By issuing this ITT, communicating with a Tenderer or a Tenderer’s representative or agents or any other communication in respect of this procurement exercise, the GOJ shall not be bound to accept any Tender Response. The GOJ reserves the right not to award a contract for some or all of the goods and/or services for which Tender Responses are invited.

***Conditions of Tendering***

* 1. In submitting a Tender Response, a Tenderer undertakes that in the event of their Tender Response being accepted by the GOJ and the GOJ confirming in writing such acceptance to the Tenderer, the Tenderer will, upon being called to do so by the GOJ execute the Contract in the form set out in Section 5 which form part of this ITT.
  2. The GOJ shall not be obliged to consider any Observations to the Contract provided by Tenderers in Appendix 5. However, amendments by Tenderers and/or the GOJ to clarify its terms are permitted.

***Costs of Tendering***

* 1. Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of their Tender Response and the GOJ will in no case be responsible or liable for those costs, regardless of the outcome in relation to individual Tender Responses.
  2. The GOJ reserves the right to cancel the procurement exercise at any point. GOJ will accept no liability for any losses caused by neither any cancellation of this procurement exercise nor any decision not to award a contract as a result of the procurement exercise.

***Mandatory Requirements***

* 1. The ITT includes a minimal threshold requirement based on Tenderers Economic and Financial Standing (as set out in Appendix 4- Supporting Financial Information) whereby confirmation to meet these requirements is mandatory. The classification of a requirement as mandatory gives an indication of the significance attached to that requirement relative to any other requirement. It is important that Tenderers read these carefully and demonstrate compliance with these requirements within their Tender Response.

**GOJ reserves the right to exclude a Tenderer from the procurement process where the minimal threshold requirements have not been met.**

***Documentation***

* 1. Tenderers are expected to examine all instructions, questions, forms, terms and specification in the ITT and check they are complete in all respects.
  2. Tenderers should notify the GOJ promptly of any perceived ambiguity, inconsistency, or omission in this ITT, any of its associated documents and/or any other documentation issued to them during the procurement exercise.
  3. Tender Responses must contain sufficient information to enable the GOJ to evaluate accurately any proposed solution. Tenderers are requested to answer all the questions raised and provide all information in the order requested.
  4. Tenderers are responsible for ensuring that they have submitted a complete and accurate Tender Response and that prices quoted are arithmetically correct for the units stated.
  5. Tenderers’ must analyse, and review information provided. Consequently, Tenderers are solely responsible for obtaining the information which they consider necessary in order to make decisions regarding the content of their Tender Response and to undertake any investigations they consider necessary in order to verify any information provided to them during the procurement exercise.

***Qualifications***

* 1. The GOJ reserves the right to discuss, for the purpose of clarification, any aspect of a Tender Response with the relevant Tenderer prior to the award of the Contract.
  2. At any time prior to the deadline for receipt of Tender Responses, the GOJ may amend the ITT. Any such amendment will be notified in writing to all prospective Tenderers. In order to give prospective Tenderers reasonable time in which to take the amendment into account in preparing their Tender Responses, the GOJ may, at its discretion, extend the deadline for receipt of Tender Responses.

***Variants to Tenders***

* 1. The GOJ will not consider variant Tender Responses (except where additional options have been expressly requested) and Tenderers must submit a Tender Response in accordance with the Section 3 Specification of Requirements Non-Price and Price.

***No Agreement***

* 1. Tenderers are further advised that nothing herein or in any other communication made between the GOJ and any other party, or any part thereof, shall be taken as constituting a contract, agreement or representation between the GOJ and any other party (save for a formal award of contract made in writing) nor shall they be taken as constituting a contract, agreement or representation that a contract shall be offered in accordance herewith or not at all.

***Confidentiality***

* 1. The contents of this ITT and of any other documentation sent to any Tenderer in respect of this procurement exercise is provided on the basis that they remain the property of the GOJ and/or any relevant body. Tenderers shall treat the contents of the ITT and any related documents (together called the ‘Information’) as confidential (save in so far as they are already in the public domain) and shall take all necessary precautions to ensure that all information is treated as such and not disclosed (save as described above) or used other than for the purpose of this procurement exercise by the Tenderer.
  2. Tenderers may disclose any Information to its advisers or sub-contractors provided that either:

1. This is done for the sole purpose of enabling an ITT Response 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 Tenderer; or
2. The Tenderer obtains the prior written consent of the GOJ in relation to such disclosure, or
3. The disclosure is made for the sole purpose of obtaining legal advice from external lawyers in relation to the procurement exercise; or
4. The Tenderer is legally required to make such disclosure.
   1. If any Tenderer is unable or unwilling to comply with the requirement set out in Paragraph 4.27 above, the Tenderer is required to notify the GOJ through the Messaging Facility and reject the ITT and all associated documents immediately and not to retain any electronic or paper copies.
   2. No Tenderer will undertake any publicity activities with any part of the media in relation to this ITT without the prior written agreement of the GOJ, including agreement on the format and content of any publicity.

***Freedom of Information (Freedom of Information Jersey Law 2011) “FOI”***

* 1. In accordance with the obligations and duties placed upon public authorities by the FOI, the GOJ may, acting in accordance with the law be required to disclose information submitted to the GOJ by the Tenderer.
  2. In the event GOJ is required, as referred to 4.31 above disclose any information submitted by a Tenderer that it considers to be commercially sensitive the Tenderer should indicate the following at Appendix 7 (Commercially Sensitive Information) of this ITT:

1. clearly identify such information as commercially sensitive;
2. explain the potential implications of disclosure of such information; and
3. provide an estimate of the period of time during which the Tenderer believes that such information will remain commercially sensitive.
   1. Where a Tenderer identifies information as commercially sensitive, the GOJ will endeavour to maintain confidentiality of that information. Tenderers should note, however, that even where information is identified as commercially sensitive, the GOJ may be required to disclose such information in accordance with the FOI. In particular, the GOJ is required to form an independent judgment concerning whether the information is exempt from disclosure under the FOI and whether the public interest favours disclosure or not. Accordingly, the GOJ cannot guarantee that any information marked “confidential” or “commercially sensitive” will not be disclosed.
   2. The GOJ will not be held liable for any loss or prejudice caused by the disclosure of information that:
4. has not been clearly marked commercially sensitive; or
5. does not fall into a category of information that is exempt from disclosure under the FOI; and;
6. in cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous paragraphs, in circumstances where it is in the public interest to disclose any such information.
   1. Where a Tenderer receives a request for information relating to this procurement exercise under the FOI during the procurement exercise, this should be immediately passed on to the GOJ and the Tenderer should not attempt to answer the request without first consulting with the GOJ.

***Access to Information***

* 1. The information submitted by Tenderers will be stored electronically and used to process their bid for a contract with the GOJ. It may be sent to any person within the GOJ or to individuals outside the GOJ for the purposes of assessing or reviewing your tender. Individuals or organisations outside the GOJ are bound by confidentiality agreements. The GOJ may also disclose the information to any outside organisation acting as an agent authorised by the GOJ to process tenders on its behalf.
  2. Successful proposals may be sent to any part of the GOJ or to individuals or organisations outside the GOJ for the purposes of reviewing the project (again, bound by confidentiality agreements) and the information (excluding any CVs) may be placed on the GOJ’s website to inform the public about the GOJ’s work

***Disclaimers***

* 1. Whilst the information in this ITT and any Due Diligence Information and supporting documents, have been prepared in good faith, this ITT does not purport to be comprehensive, nor has it been independently verified.
  2. Neither the GOJ nor its respective advisors, directors, ministers, officers, members, partners, employees, other staff or agents:

1. makes any representation or warranty (express or implied) as to the accuracy, reasonableness or completeness of the ITT; or
2. accepts any responsibility for the information contained in the ITT 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.
   1. Any person considering making a decision to enter into contractual relationships with the GOJ following receipt of the ITT should make their own investigations and own independent assessment of the GOJ, and its requirements for the goods and/or services and should seek their own professional financial and legal advice. For the avoidance of doubt, the request for clarification or further information in relation to the ITT or any other associated documents is only authorised to be provided following a query made.

***Canvassing***

* 1. Any Tenderer who directly or indirectly canvasses any officer, minister, member, employee, or agent of the GOJ concerning the Contract or who directly or indirectly obtains or attempts to obtain information from any such officer, minister, member, employee or agent concerning any other Tenderer, Tender Response or proposed Tender Response will be disqualified from this procurement exercise. Tenderers must complete Appendix 3 – Non-Canvassing Declaration Certificate and submit.

***Additional Information***

* 1. The Tenderer shall ensure that each and every sub-contractor, consortium member and adviser abide by the terms of these instructions and the Conditions of Tender.
  2. The GOJ reserves the right to amend, add to or withdraw all or any part of this ITT at any time during the procurement exercise.
  3. The Tenderer shall not make contact with any other employee, agent or consultant of the GOJ who is in any way connected with this procurement exercise during the period of this procurement exercise, unless instructed otherwise by the GOJ.
  4. All material issued in connection with this ITT shall remain the property of the GOJ and/or as applicable any other relevant body and shall be used only for the purpose of this procurement exercise. All background and supporting documentation and Due Diligence Information provided by the GOJ for the purpose of better informing Tenderers’ responses to this ITT shall be securely destroyed by the Tenderer (at the GOJ’s option) at the conclusion of the procurement exercise.
  5. 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 Tenderer to submit a Tender Response or enter into any other contractual agreement.
  6. The GOJ will disqualify a Tenderer where the Tenderer fails to comply fully with the requirements of this ITT or is guilty of a serious misrepresentation in supplying any information required in this document.
  7. The GOJ reserves the right to:

1. reject a Tender Response where there is a change of identity, control, financial standing or other factor impacting on the evaluation process affecting the Tenderer; and/or
2. require a Tenderer to clarify its Tender Response in writing and/or provide additional information; and failure to respond adequately will result in the Tender Response being rejected; and/or
3. Revisit information contained in Tender Responses at any time to take account of subsequent changes to Tenderers’ circumstances. At any point during the procurement exercise, the GOJ may require Tenderers to certify there has been no material change to information submitted in Tender Response. If Tenderers are unable to certify that there has not been a material change, the GOJ reserves the right to eliminate the Tenderer from the procurement exercise.

* 1. Tenderers are deemed to fully understand the processes that the GOJ is required to follow under relevant legislation, particularly in relation to the Jersey Financial Directions. Compliance with all relevant legislation is required during the procurement exercise and the term of any resultant Contract.

***Consortia and Sub-Contracting***

* 1. Where a consortium or sub-contracting approach is proposed, Tenderers are required to complete the relevant questions in Appendix 4 –Supporting Financial Information, Section A (Organisation).
  2. Relevant information should be provided in your Tender Response in respect of the consortium member or members who will play a significant role in the delivery of the requirement. Tender Responses must enable the GOJ to assess the overall consortia or core supply base.
  3. Where the members of the consortium change at any time during the procurement exercise, the Tenderer should inform the GOJ immediately in writing. In such circumstances, the GOJ reserves the right to take such action, including excluding the consortium from participation in the procurement exercise, where the change in membership is material in the sense that had it been made earlier it would have affected the GOJ’s evaluation of the Tender Response.
  4. The consortium may be required to form a legal entity which will enter into the resulting Contract.

***Submission of Tenders***

* 1. Tender Responses must comprise all of the following documents completed in full:
* **Tender Particulars (Section 1)**
* **Instructions to Tenderers (Section 2)**
* **Specification of Requirements: Price & Non-Price (Section 3)**
* **Returnable Documents (Section 4)**
* **GOJ’s Terms and Conditions of Contract (Section 5)**
* **Appendix 1- Form of Tender Certificate**
* **Appendix 2- Non Collusive Tendering Certificate**
* **Appendix 3-Non-Canvassing Declaration Certificate**
* **Appendix 4- Supporting Financial Information**
* **Appendix 5- Observations to the Contract**
* **Appendix 6- Compliance with GOJ Terms & Conditions of Contract**
* **Appendix 7 - Commercially Sensitive Information**
* **Appendix 8 - Key Personnel**
* **Appendix 9 - Tender Checklist**
* **Appendix 10 – Commercial Response Workbook**
* **Appendix 11 – Implementation Plan and Payment Milestones**
* **Appendix 12 – Social Value**
  1. Tender Responses should be sent by using the dedicated Messaging Facility no later than the deadline for receipt of Tender Response. Please see Paragraph 2 (Proposed Timetable and Administrative Arrangements) for the indicative timetable. Documents submitted after the deadline for receipt of Tender Response will not be accepted and evaluated as part of the Tender Response.
  2. Tenderers must provide a response to all questions within Section 3. Section 2b (Non-Price Project Requirements) responses should be included without reference to general marketing or promotional information/material. Publicity brochures will not be accepted as answers to questions. Tenderers should not make reference to answers used in previous questions but should repeat the information if necessary.
  3. Tenderers must be explicit and comprehensive in their Tender Response as this will be the single source of information on which Tender Responses will be scored and ranked. Tenderers are advised neither to make any assumptions about any past or current supplier relationships with the GOJ nor to assume that such prior business relationships will be considered in the evaluation process.
  4. Where a length of response is stipulated, only the information within the set limit will be evaluated. Additional information will not be evaluated and therefore should not be supplied. The GOJ will only take account of information which is specifically asked for in the ITT.
  5. Failure to provide all information required or particulars for the relevant question(s) or supply documentation referred to in the Tender Response within the deadline for submission of Tender Response will result in elimination from the procurement exercise.
  6. Tender Responses will be checked for completeness and compliance with the Conditions of Tender and only compliant Tender Responses will be evaluated. Non-compliant Tender Responses will be eliminated from the procurement exercise.

***Pricing***

* 1. Prices and any financial data provided must be submitted in £ Sterling, exclusive of VAT. Where official documents include financial data in a foreign currency, a sterling equivalent must be provided.
  2. The Contract is to be awarded based on a fixed price which will be paid in accordance with the agreed payment terms.
  3. GOJ reserves the right to request detailed breakdown of any Tender Response.

***Contract Award Criteria***

* 1. The Contract Award will be based on the Most Economically Advantageous Tender (MEAT).
  2. Minimal threshold requirements within Appendix 4 – Supporting Financial Information and Section 3 2a- Non-Price & Price Response must be met. These returnable documents contain mandatory information requirements. Tenderers who fail to comply with any mandatory requirement will be eliminated from the procurement.
  3. Although value for money is a crucial factor in determining the outcome of the tender process, evaluating the most economically advantageous bid will take into consideration the evaluation criteria provided for each question.
  4. To ensure the relative importance of the categories of services is correctly reflected in the overall scores, a weighting system has been applied to each part. The tender will be evaluated technically and commercially. The technical element, referred to as NON-PRICE equates to 70 % of the overall available marks, with the commercial element, referred to as PRICE making up the remaining 30 %.

***Notification of Award***

* 1. The GOJ will notify successful and unsuccessful Tenderers in accordance with the Jersey Financial Directions.

***Debriefing***

* 1. Following a decision to award the Contract, the GOJ will provide reasons for its decision in an award notification letter to Tenderers and/or candidates in accordance with the Jersey Financial Directions.

***Contract Management***

* 1. The Service Level Agreement (the “SLA”) and Key Performance Indicators (the “KPI’s”) will form part of the Contract in Schedule 1 - Section 5. The requirements upon which these will be formed are included within Specification of Requirements – Section 3.

***Contract Period***

* 1. The GOJ Contract Terms and Conditions are referenced in Section 5. Tenderers are required to comply with the key contractual terms and conditions in the contract with no suggested amendments/mark-ups. Tenderers can note any Observations to the Contract as appropriate by completing Appendix 5 and submitting with your Tender Response.
  2. Tenderers must complete and return the Compliance with GOJ Terms & Conditions of Contract as in Appendix 6.
  3. The proposed contract period will be for an initial 3 years, with a GoJ option to extend for a number of further periods of no less than 12 months each up to a maximum of 2 additional years in total.

***Tender Evaluation***

* 1. The GOJ will use the evaluation criteria below to determine which Tender Response is the most economically advantageous and will award the Contract to that Tenderer on that basis.
  2. To ensure the relative importance of both criteria is correctly reflected in the overall score, a weighting system has been applied to the evaluation process. The Non-Price score will be weighted and will form 70% of the final score and Price will form 30% of the final score. The scoring methodology and evaluation methodology is referred to in Section 3 (Specification of Requirements, Price & Non-Price).
  3. The evaluation process will comprise the successive stages as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage of evaluation process** | **ITT Reference** | **Evaluation Criteria** | **Question Weighting (%)** |
| Stage 1 | **Appendix 1** Form of Tender  **Appendix 2** Non-Collusive Tendering Certificate  **Appendix 3** Non-Canvassing Declaration Form | Each certificate must be completed, signed and dated for a ‘pass’.  A ‘fail’ will result in elimination from this procurement exercise | Pass/Fail |
| Stage 2 | **Appendix 4** Section A - Organisation | All information requested must be provided.  Failure to provide all information will result in a ‘fail’ and elimination from the procurement exercise. | Pass/Fail. |
| Stage 3 | **Appendix 4** Section B - Grounds for Disqualification | Both sections must be completed.  Failure on mandatory grounds will result in elimination from this procurement exercise.  Failure on discretionary grounds may result in elimination from this procurement exercise. | Pass/Fail. |
| Stage 3a | **Appendix 4- Section** Minimal Capability, Experience and Qualifications | This section will be evaluated in accordance with criteria at Section 3 -Part 3 (Evaluation Methodology). | Tenderers are expected to demonstrate a minimal level of capability, experience and qualifications.  Pass – Tenderer can answer ‘Yes’ to 7 or more of the 10 questions in this section.    Fail – Tenderer cannot answer ‘Yes’ to 7 of the 10 questions in this section. |
| Stage 4 | **Appendix 4** Section C - Conflicts of Interest | The identification of an actual/ potential conflict of interest will be assessed whether it will result in elimination from this procurement process. | Pass/Fail |
| Stage 5 | **Appendix 4** Section D - Financial & Economic Standing | Financial information is assessed to determine the economic and financial standing of the Tenderer.  A ‘fail’ will result in elimination from this procurement exercise. | Pass/Fail |
| Stage 6 | **Appendix 4** Section E – Insurance | Minimum Levels of Insurance must be met | Pass/Fail |
| Stage 7a | **Section 3 – Part 2a** Non-Price Project Requirements | Minimum Enterprise Requirements (MERs)  Assessment of the minimum technical standard accepted by GoJ | Pass/Fail |
| Stage 7b | **Section 3 – Part 2a** Non-Price Project Requirements | This section will be evaluated in accordance with criteria at Section 3 -Part 3 (Evaluation Methodology). | 1. Functional Requirements (35%) 2. Solution Delivery (20%) 3. Data & Informatics (5%)   Score comprises 60% of the available marks |
| Stage 8 | **Section 3 – Part 2b** Price Requirements | This section will be evaluated in accordance with criteria at Section 3 – Part 3 (Evaluation Methodology). | 1. Solution Implementation Costs (17%) 2. Variable Costs (3%) 3. Support & Maintenance Costs   (5%)  7) Licensing Costs (5%)  Score comprises 30% of the final score |
| Stage 9 | Final score | Tenderers who pass (stages 1-6) will be taken through to stages 7 to 8 for evaluation. Tenderers that successfully pass stages 1-8 will be invited to attend the ‘Supplier Tender Clarification Sessions’ that will take place in the week commencing 9th September 2024  The final score is calculated as follows:  60% is made up of the total of Stage 7  30% is made up from Stage 8    The most economically advantageous tender will be the Tender Response with the highest final score. | |

* 1. The GOJ evaluation panel will comprise members of the GOJ’s Executive, Commercial, Finance and Subject Matter Expert Teams.
  2. The evaluation panel will agree either a pass/fail or a score of 0, 1, 2, 3, 4 or 5 (where 5 is the highest score) for questions for which these scores are available. The Tender evaluation panel will undertake independent evaluation of Tender Responses. Thereafter, a moderation meeting will be held at which time the evaluation panel will reach a consensus score for questions for which scores are available. Detailed scoring criteria relating to each score is provided with each question in Section 3 (Non-Price & Price Requirements) of this ITT.

# **SECTION 2: INSTRUCTIONS TO TENDERERS**

***Step 1: Expression of Interest***

1.0 Applicants are invited to submit an expression interest in order to access the ITT suite of documents on the Secure Web Portal. Applicants must create a profile user-name and password. Applicants are requested to confirm its intention to submit a tender response to the ITT before the 25th July 2024.

***Step 2: ITT Documents***

* 1. When considering responding to this ITT, please ensure that all the relevant files and documents relating to this ITT are read. All files and documents are important and contain information which may have a considerable bearing on the success of the Tender Response, Tenderers are reminded to review all documents as stated in the Contents Page of this ITT.
  2. ITT Documents will be available to view and download in the **GOJ Secure Web Portal** whereby Tenderers can access the site using their unique user-name & password, which is provided on successful registration of your organisation to the Secure Web Portal.

[www.channelislandtenders.com](http://www.channelislandtenders.com)

Any technical issues with the use of the Secure Web Portal should be directed to the Proactis Helpdesk Email: [ProContractSuppliers@Proactis.com](mailto:ProContractSuppliers@Proactis.com). Phone: 0330 005 0352.

***Step 3: Decide if You Should Respond***

* 1. Tenderers should read all the information contained within the ITT carefully. This will help Tenderers decide if they wish to submit a Tender Response. Tenderers are advised to acquaint themselves fully with the instructions and nature of requirement fully.
  2. If Tenderers do not wish to submit a Tender Response, please inform the GOJ via the Messaging Facility, providing reasons as appropriate.

***Step 4: Prepare your Tender Response***

* 1. Tenderers should complete their Tender Response in accordance with the form field references in the Specification of Requirements (SoR) Section. Tender Responses should be submitted using Microsoft Word and Excel formats or Adobe PDF. Tenderers are requested to submit Section 3 ensuring that the Non-Price and Price Responses are submitted separately within the ITT Response.

**File naming**

* 1. Tenderers must ensure that each question is answered in accordance with the form field references as in Section 3 (Specification of Requirements, Non-Price and Price Requirements). Tender Responses should be submitted and named as follows:
* **Non-Price Response SECTION 3: PART 2a – NON-PRICE PROJECT REQUIREMENTS (NPPR)- Tenderer Name**
* **Price Response SECTION 3: PART 2b –PRICE REQUIREMENTS - Tenderer Name**
* **Appendix 1 – Tenderer Name**
* **Appendix 2 Tenderer Name etc…**

**Important notes**

* 1. Tenderers should regard that files should be of reasonable size in relation to the question and response required. Tenderers should regard 3-8Mb as the practical working limit for any individual file. If the File size exceeds 10mb, there may be issues in receiving the file electronically and the further distribution of it for evaluation purposes.
  2. File names should be restricted to 100 characters as a maximum. A file name of less than 60 characters will be visible for its entire length when displayed on most computer monitors.
  3. The Tender must be submitted in the form specified in the Form of Tender instructions in Appendix 1. Failure to do so may render the Response non-compliant and it may be rejected.
  4. The GOJ may at its own absolute discretion extend the closing date and the time for receipt of Tenders.
  5. Tenderers must submit:
     1. Submit one soft copy of your complete proposal via the Messaging Facility
     2. **Hard Copy Tenders - Envelopes and packages will NOT be accepted**.
     3. Electronic Tenders are to be returned and received by the GOJ no later than **Noon (12:00) on Thursday 1st August 2024.**
     4. Tenders received after the closing date will be rejected.

**TENDER REFERENCE: GOJ/2024/1907**

* 1. The GOJ does not accept responsibility for the premature opening or mishandling of Tenders that are not submitted in accordance with these instructions.

***Step 5: Ensure your Tender Response is Complete***

* 1. Tenderers should ensure all questions have been answered. Failure to complete questions or provide evidence will result in elimination from the procurement exercise.

**Contact point**

* 1. The GOJ reserves the right to seek clarification of Tender Responses. Tenderers must provide up to two nominated points of contact in their organisation for this purpose. Tenderers must notify the GOJ promptly of any change to the point of contact.

# **SECTION 3: PART 1 - SPECIFICATION OF REQUIREMENTS**

**Please see Workbook:**

****

***Cervical Cancer Screening Service Specification***

**Aims / Outcomes of Service**

This service specification is for the delivery of a Cervical Cancer Screening Service (CCS). It is expected that the service provider will work with us to further develop the service which is due to be delivered in December 2024.

Requirements are as set out in the attached Requirement workbook.

**Key Performance Indicators (KPIs)**

The service provider will distribute monthly statistical returns including, but not limited to:

* Number of incidents reported.
* Number of incidents closed in accordance with SLA
* Number of incidents not meeting SLA.
* Number of system faults.

***Social Value***

1. ***Background***

Social Value means considering the wider economic, social and environmental impact of our commercial activity. If £1 is spent on the delivery of goods and services, how can we harness that £1 to deliver the most benefits for our Island?

By delivering Social Value through our procurement processes and contractual agreements, we are ensuring that we work with suppliers and organisations who share our values, to deliver positive outcomes and additional value for Jersey.

The Social Value themes that this contract will be focusing on are:

* Health and wellbeing
* Improved standard of living

1. ***Why health and wellbeing?***

We are asking suppliers to demonstrate their approach to their workforce’s health and wellbeing, and how they propose to promote and engage their workforce with choosing healthy lifestyles.

1. ***Why an improved standard of living for islanders?***

We are asking suppliers to work with us and our Island community to share their expert knowledge with charitable organisations and social enterprises to improve practices and help them meet their potential, and to work with us in our ambition to tackle climate change and evidence how environmental impacts be reduced and managed.

**Tender Response**

1. ***What should the Social Value element of your tender response cover?***

Social Value tender responses need to demonstrate a depth of understanding of the Government of Jersey’s Social Value approach and offer commitments that can flow into the contract.

The response should:

* Show that you understand what Social Value is
* Give examples of what you currently do as a business that classifies as Social Value
* Give tangible, measurable Social Value commitments that can be easily identified and contractualised
* Provide comprehensive and clear details of how your Social Value offers will be delivered and for how long.
* Name the outcomes that your Social Value activity will support
* Show how these activities will support the Islanders of Jersey
* Show the benefits of these activities and who will benefit
* Provide a high level of certainty that you will deliver your Social Value commitments.

1. ***How are we evaluating Social Value?***

Responses will be scored using the same approach as for all other tender response questions in this document. The Social Value element is worth 10% of the evaluation score, reflecting the importance we attach to this area.

There are two questions (please refer to Appendix 12) for you to respond to and each question is awarded 5% of the overall Tender evaluation score.

This is further detailed within the Section 3 – Part 3 – Evaluation Methodology of the document.

# **SECTION 3: PART 2a – NON-PRICE PROJECT REQUIREMENTS (NPPR)**

Please refer to Excel document embedded in Part 1 above.

# **SECTION 3: PART 2b –PRICE REQUIREMENTS**

**Contract Price (exclusive of VAT and Claimable Expenses)**

The Contract Price shall include:

* Fixed Price Costs and Other Costs, and
* Rate Card

Tenderers must separately show all Other Costs (such as mobilisation expenses) which shall be evaluated as part of the Fixed Price Costs and Other Costs, within the Contract Price.

Tenderers must use Appendix 10 – Commercial Response Workbook to submit commercial responses. Calculations within the spreadsheet are transparent and should not be modified.

**Claimable Expenses**

Expense claims may be submitted for Claimable Expenses, which must be in accordance with the Government of Jersey Procurement Procedures Travel & Expenditure Guide v1.3 (GoJ funded for non-employees) July 2019, attached below.

Agreed Claimable Expenses for Contractors who shall spend up to 4 week-day nights per week shall include: -

* Return economy flights (or alternative as appropriate) between a UK Airport and Jersey, capped at £150 unless mutually agreed.
* Hotel accommodation on-Island including Bed & Breakfast capped at £90 per night during January-May and October - November and £120 per night for June – September..

This will exclude: -

Travel to / from a UK airport (costs for commuting to the airport cannot be claimed, including hotel accommodation in the UK)

For Contractors who will be based in Jersey for longer than 7 nights continuous must have long term accommodation fees agreed in advance by the Government. The GoJ will pay pre-agreed accommodation costs only for long term stays (flight, taxis and expense / subsistence claims will not be permissible).

Expense claims must include a breakdown of the total expenses incurred on flights and bed and breakfast accommodation.



# **SECTION 3: PART 3 – EVALUATION METHODOLOGY**

**Detailed Scoring Methodology**

**Non-Price**

Economic and Financial Standing- each section within Appendix 4 – Supporting Financial Information must be completed and Tenderers not meeting the minimal threshold for Economic and Financial Standing (as described within Appendix 4) will be excluded from further evaluation.

Section 3 Part 2a lists the Non-Price Project Requirements and Responses will be evaluated in accordance with the Non Price Assessment Table 6.0 below.

| **Non-Price Assessment** | **Description** | **Evaluation Score Ranges** |
| --- | --- | --- |
| Fully meets the requirements | Meets the required standard in all aspects | 5 |
| Mostly meets with the requirements | Mostly meets with the required standard with some minor reservations. | 4 |
| Generally, meets with the requirements | Generally, meets with the standard in most respects, but is lacking or inconsistent in others to a degree. | 3 |
| Fails to meet with the requirements | Falls short of required standard to a material degree or in a number of identifiable respects | 2 |
| Significantly fails to meet requirements | Significantly fails to comply the standards required, contains significant shortcomings and is significantly inconsistent with other elements of the Tender | 1 |
| Completely fails to meet with the requirement | Completely fails to comply with the requirement or does not provide a proposal in respect of the requirement | 0 |

**Table – 6.0 Non-Price Assessment Table**

**Social Value**

Social Value requirements are detailed within the Requirements workbook as referenced in Section 3 Part 2a. All responses will be scored using the same approach as detailed for the Non-Price Project Requirements, with scores being given on a 0-5 range. However, the details for the scoring descriptions are different from those shown in Table 6.0 above. The full detail for the assignment of scoring is shown in Table 7.0 Social Value Assessment Table below:

| **Social Value Classification** | **Description** | **Evaluation Score Ranges** |
| --- | --- | --- |
| **Excellent** | The response provides comprehensive and clear details of how Social Value offers will be delivered and for how long, who will benefit from this activity and it is clear that this will benefit the Islanders of Jersey. It is clear that the bidder understands Social Value and that they already do things as a business that deliver Social Value. The response provides a high level of certainty that the bidder will deliver their Social Value commitments. | 5 |
| **Very Good** | The response includes some ambiguity or minor inconsistencies as to how Social Value offers made will be delivered. There are some minor omissions on how it will be delivered, for how long and/or who will benefit from the Social Value being delivered, but overall the outcomes are clearly articulated. The response provides confidence that the bidder will deliver their Social Value commitments. | 4 |
| **Satisfactory** | The response is satisfactory but lacks details on how certain Social Value offers made will be delivered and contains some inconsistencies on who will benefit from the Social Value being delivered. The response gives rise to some concerns that the bidder will not deliver their Social Value commitment and that they may not fully understand what Social Value is. | 3 |
| **Poor** | The response is poor and does not clearly articulate what will be delivered, how it will work in practice or who it will benefit. The response gives rise to significant reservations that the bidder will not deliver their Social Value commitment and suggests that they do not understand what Social Value is | 2 |
| **Very Poor** | The response very poorly articulates what will be delivered, how it will work in practice and/or who it will benefit. The response gives rise to very significant reservations that the bidder will not deliver their Social Value commitment. | 1 |
| **Unacceptable** | The response fails entirely to demonstrate an ability to deliver any Social Value commitments or is not included at all. | 0 |

**Table – 7.0 Social Value Assessment Table**

**Price**

Section 3 Part 2b list the Price Requirements and Responses will be evaluated in accordance with the Quantative Approach methodology.

*Quantitative Approach (Price Evaluation)*

The scoring approach for quantitative aspects of Tenderers shall be as follows

*Total Price element:*

1. The overall contract cost/overall cost for Tenderers over the contract term (Contract Price -a defined description of total cost) will be recorded, *without* considering the proposed rate cards for potential additional services.
2. Tenderers will be ranked from most costly to least costly.
3. The least costly Tenderer will be awarded a score of 100%.
4. The percentage score for the next cheapest Tenderer will be calculated in inverse proportion to the lowest priced bid according to the following formula:

Tenderer 2 score = (least costly Tenderer/Tenderer 2 cost)\*100

Tenderer 3 score = (least costly Tenderer/Tenderer 3 cost)\*100

Etc.

*Rate Card Element:*

1. Tenderers will submit a proposed rate card for potential additional services. Rate cards will detail day rates for a range of different grades of staff.
2. Tenderers will be ranked from most costly to least costly according to their average blended rate which will be calculated with reference to the following pre-determined scenario:

|  |  |
| --- | --- |
| **Grade** | **% Weighting for Assessment** |
| Director or equivalent | 5% |
| Senior Manager or equivalent | 10% |
| Manager or equivalent | 10% |
| Specialist or equivalent | 20% |
| Analyst or equivalent | 25% |
| Junior or equivalent | 20% |

1. The Tenderer with the least costly blended rate will be awarded a score of 100%.
2. The percentage score for the next cheapest Tenderer will be calculated in inverse proportion to the lowest priced bid according to the following formula:

Tenderer 2 score = (least costly Tenderer/Tenderer 2 cost)\*100

Tenderer 3 score = (least costly Tenderer/Tenderer 3 cost)\*100

Etc.

Where Options have been requested (such as Incentive Mechanisms) these are for information only and shall not be evaluated.

**Distorted Tender Price -Where a Tender is received, and a proposed price is exponentially higher (or lower) than the average price received within Tenders and; the Non-Price proposal does not indicate a clear alternative means to justify an exponent price, GoJ reserves the right to either seek clarification from a Tenderer - or exclude a Tenderer from further evaluation within the procurement process.**

**Detailed Evaluation Methodology**

|  |  |  |  |
| --- | --- | --- | --- |
| **Level “0” Evaluation Criteria** | **Level “1” Evaluation Criteria** | **Definition** | **Weighting** |
| **Minimal Requirements** | **-** | | Pass/Fail |
|  | **Supporting Financial Information** and **Mandatory Requirements** | An assessment of the Tenderers Economic and Financial Standing and compliance with Mandatory Requirements | Pass/Fail |
|  | **Minimum Enterprise requirements MERs** | Assessment of minimum technical standard in order to obtain Permit to Operate for their service based on TOGAF taxonomy | PASS/FAIL |
|  | **Capability Threshold** | An assessment of the Tenderers Qualifications and Experience with the Requirements | 70% Threshold Pass/Fail |
| **Price** | **-** | | **30%** |
|  | **Solution Implementation Cost** | An assessment of the total fixed cost that the Tenderer will charge the GOJ for delivery of the Solution | 17% |
|  | **Variable Costs** | Variable implementation costs (to cover additional integrations required) | 3% |
|  | **Support & Maintenance Costs** | Annual support & maintenance costs applicable to the support of the solution | 5% |
|  | **Licensing Costs** | Total annual license cost (with measurement unit if applicable) | 5% |
| **Non-Price** | **-** | | **70%** |
|  | **Functional Requirements** | An assessment of the questions within the Requirements document relating to the Functional requirements of the Solution.. | 35% |
|  | **Solution Delivery** | An assessment of the questions within the Requirements document relating to Solution Delivery, Service & Support | 20% |
|  | **Data & Informatics** | An assessment of the questions within the Requirements document relating to Data and Informatics. | 5% |
|  | **Social Value** | An assessment of the questions within the Requirements document relating to Social Value. | 10% |

# **SECTION 4: RETURNABLE DOCUMENTS**

## **APPENDIX 1 - FORM OF TENDER CERTIFICATE**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**To be returned by NOON (UK time) on Thursday 1 August 2024.**

**TENDER FOR:** **Cervical Cancer Screening Services**

**Tender Ref: GOJ/2024/1907**

To : The Government of Jersey (the GOJ)

**Offer of Goods and/or Services**

1. We have examined the documents listed below. In accordance with the terms and conditions contained in the document listed below we offer to provide the goods and/or services required during the contract period and for the sums, rates and percentages given in the clauses below.

* **Tender Particulars (Section 1)**
* **Instructions to Tenderers (Section 2)**
* **Specification of Requirements -Price and Non-Price - OBS (Section 3)**
* **Returnable Documents (Section 4)**
* **The GOJ’s Conditions of Contract (Section 5)**
* **Form of Tender Certificate (Appendix 1)**
* **Non Collusive Tendering Certificate (Appendix 2)**
* **Non – Canvassing Declaration Certificate (Appendix 3)**
* **Supporting Financial Information (Appendix 4)**
* **Observations to the Contract (Appendix 5)**
* **Compliance with GOJ Terms & Conditions of Contract (Appendix 6)**
* **Commercially Sensitive Information (Appendix 7)**
* **Key Personnel (Appendix 8)**
* **Tender Checklist (Appendix 9)**
* **Commercial Response Workbook (Appendix 10)**
* **Implementation Plan and Payment Milestones (Appendix 11)**
* **Social Value (Appendix 12)**

**Contract Price**

1. We agree to be bound by our pricing proposal (Contract Price) for the provision of the goods and/or services as incorporated in our Tender Response.
2. The Contract Price excludes VAT for the full contract period.
3. The Contract Price is made up as per the pricing schedules for individual sections of the goods and/or services as applicable.
4. We understand the GOJ will not pay Value Added Tax in accordance with the Conditions of Contract.
5. We understand that we will invoice the GOJ against the agreed activity schedule for work done and GOJ will pay in accordance with the Conditions of Contract.

**Adjustment of Price on extension of initial contract period**

1. The Contract Price will remain fixed for the initial contract period. If the GOJ extends the contract period, the price for any extension of the initial contract period will be discussed and agreed by the parties.

**Confidentiality**

1. We have not told and will not tell anyone else, even approximately, what our Contract Price is, or will be, before the deadline for receipt of Tender Response. We understand that the only exception is if we need an insurance quotation to calculate our Contract Price. We may give our insurance company or brokers any essential information they ask for, so long as they understand we do so in strict confidence. We have not tried and will not try to obtain any information about anyone else’s Tender Response. We have not made and will not make any arrangement with anyone else about whether or not they should tender, or about their or our Contract Price.

**Other Contract Terms or Conditions**

1. We agree that any other terms or conditions or any general reservation which may be provided on any correspondence emanating from us in connection with this procurement exercise or with any contract resulting from this procurement exercise shall not form part of this offer of goods and/or services unless specifically agreed by the GOJ in writing.

**Validity of Offer**

1. Unless stated otherwise by the Tenderer, Tender Response shall remain valid for **90** days from the closing date for receipt of Tender Response. A Tender Response including a shorter period will be rejected.

**Acceptance of Offer**

1. The GOJ is not bound to accept this Tender Response (or any Tender Response) that it may receive, whether it is lower, the same, or higher than any other Tender Response.

**General**

1. We confirm and undertake that if any information contained in the Tender Response becomes untrue or misleading, we shall notify the GOJ immediately and update such information as required.
2. We understand that the GOJ has no liability as respects any cost or expense that we may incur in preparing and submitting our Tender Response.
3. We confirm that the undersigned are authorised to commit the Tenderer to the contractual obligations contained herein the ITT and the Contract.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix 1 - Form of Tender** | | | | | | | | | |
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|  | **Signed:** |  |  |  |  | **Date:** |  |  |  |
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|  | **In the capacity of:** | |  |  |  |  |  |  |  |
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|  | **Authorised to sign Tender for and on behalf of:** | | | | | |  |  |  |
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|  | **Company Registration Number:** | | | |  |  |  |  |  |
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|  | **Tel. No:** |  |  |  |  |  |  |  |  |
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|  | **E-mail address:** | |  |  |  |  |  |  |  |
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## **APPENDIX 2 - NON-COLLUSIVE TENDERING CERTIFICATE**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

The Tenderer warrants that this is a bona fide Tender Response and:

1. We certify that this proposal is submitted in good faith and that we have not fixed or adjusted the proposal by or under or in accordance with any agreement or arrangement with any other person or party. We also certify that we have not, and we undertake that we will not, before the award of any contract to do the work:

a) communicate to any person other than the Government of Jersey (“the GOJ”) or a person duly authorised on their behalf the Tender Response amount or approximate amount of the Tender Response or proposed Tender Response, except where the disclosure, in confidence, of the approximate amount of the Tender Response was necessary to obtain insurance premium quotations required for the preparation of the Tender Response;

b) pay, give or offer or agree to pay or give any sum of money or other valuable consideration directly or indirectly to any person(s) for doing or having done or causing or having caused to be done in relation to any other Tender Response or proposed Tender Response for the work, any act or thing of the sort described at 1 or a) above;

c) tried to obtain information about anyone else’s bid or proposed bid; and

d) made arrangements with anyone else about whether or not they must bid except for the purposes of forming a joint venture to bid for this work.

2. We certify that the prices in this Tender Response have been arrived at independently without communication, consultation, agreement or understanding for the purpose of restricting competition with any other potential Tenderer or competitor.

3. We certify no attempt has been made or will be made by the Tenderer to induce any other person or firm to submit or not submit a Tender Response for the purpose of restricting competition.

4. We agree that the GOJ may, in consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Definitions in this Certificate:

"Person(s)" includes any person(s) and any body or association corporate or unincorporated;

"any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; and

"the work" means the work in relation to which this proposal is made.

|  |  |  |  |  |  |  |  |  |  |
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| **Appendix 2 – Non-Collusive Tendering Certificate** | | | | | | | | | |
|  | **Signed:** |  |  |  |  | **Date:** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

## **APPENDIX 3 - NON-CANVASSING DECLARATION CERTIFICATE**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

I/We hereby confirm that I/we have not canvassed any member, officer, employee, or agent of the GOJ in connection with the award of the Contract for the provision of services and that no person employed by me/us or acting on my/our behalf has done any such act.

I/We hereby undertake that I/we will not prior to the conclusion of the Tenderer(s) selection process canvass or solicit any member, employee, agent or provider(s) of the GOJ in connection with the award of the Contract for the provision of Services and that no person employed by me/us or acting on my/our behalf will do any such act.

I/We further acknowledge that, should I/we be appointed as a successful Tenderer to the Contract following the conclusion of the procurement process, the GOJ will permit me/us to approach the GOJ directly in order to promote the Contract.

|  |  |  |  |  |  |  |  |  |  |
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| **Appendix 3 – Non-Canvassing Declaration Certificate** | | | | | | | | | |
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|  | **Signed:** |  |  |  |  | **Date:** |  |  |  |
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|  | **In the capacity of:** | |  |  |  |  |  |  |  |
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|  | **Authorised to sign Tender for and on behalf of:** | | | | | |  |  |  |
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|  | **Company Registration Number:** | | | |  |  |  |  |  |
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|  | **Tel. No:** |  |  |  |  |  |  |  |  |
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|  | **E-mail address:** | |  |  |  |  |  |  |  |
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## **APPENDIX 4 – SUPPORTING FINANCIAL INFORMATION**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

**Section A: ORGANISATION**

The information in Section 1 is not scored but must be completed in full.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Full name of organisation tendering (or of the organisation acting as lead contact where a consortium bid is being submitted)** |  | | | | | |
| **Organisation Details** | | | | | | |
| **Registered Office** | | | **Company or Charity Registration Number** | |  | |
|  | | | **GST/VAT Registration Number** | |  | |
|  | | | **Date of Registration in Country of Origin** | |  | |
| **Registered Website Address** | | | **Name of Immediate Parent Company** | |  | |
|  | | | **Name of Ultimate Parent Company** | |  | |
| **Type of Organisation** | | | **i) a public limited co.** | |  | |
| **ii) a limited company** | |  | |
| **iii) a limited liability partnership** | |  | |
| **iii) other partnership** | |  | |
| **iv) sole trader** | |  | |
| **v) other (please specify)** | |  | |
|  | |  | | | |  |
| **Contact Details** | | | | | | |
|  | | | | | | |
| **Name of the Officer submitting this information** | |  | | | | |
| **Capacity/Title** | |  | | | | |
| **Head Office Address** | |  | | | | |
|  | | | | |
|  | | | | |
|  | | | | |
| **Mobile Telephone Number** | |  | | | | |
| **Email Address** | |  | | | | |
| **Trading name to be used if successful with this procurement** | |  | | | | |
| **Details of Persons of Significant Control (PSC), where appropriate:**  **- Name;**  **- Date of birth;**  **- Nationality;**  **- Country, state or part of the UK where the PSC usually lives;**  **- Service address;**  **- The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used);**  **- Which conditions for being a PSC are met;**  **- Over 25% up to (and including) 50%,**  **- More than 50% and less than 75%,**  **- 75% or more.**  **(Please enter N/A if not applicable)** | |  | | | | |
|  | |  | |  | | |
| **Consortia and Sub-Contracting** | | **a) Your organisation is bidding to provide the goods and/or services required itself** | |  | | |
| **b) Your organisation is bidding in the role of Prime Contractor and intends to use third parties to provide some of the goods and/or services** | |  | | |
| **c) The Potential Contractor is a consortium or Special Purpose Vehicle** | |  | | |
| **If your answer is yes to (b) or (c) please indicate in a separate annex (by inserting the relevant company/organisation name) the composition and governance of the supply chain, indicating which member of the supply chain will be responsible for the elements of the requirement.** | | | | | | |

|  |  |
| --- | --- |
| **How many people do you employ?** |  |
| **Please indicate the % of directly employed employees in each category** | |
| **Management Staff** | **%** |
| **Operatives** | **%** |
| **Administrative / Support staff** | **%** |

|  |  |  |
| --- | --- | --- |
| **Questions 1.1 and 1.2 are for completion by non-UK businesses only** | | |
| **1.1** | **Registration with professional body Is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annexes IX A-C of Directive 2004/18/EC) under the conditions laid down by that member state).** |  |
| **1.2** | **Is it a legal requirement in the State where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? If yes, please provide details of what is required and confirm that you have complied with this.** |  |

**Section B: GROUNDS FOR DISQUALIFICATION**

**Mandatory grounds for rejection**

In some circumstances the GOJ is required by law to exclude a Potential Provider from participating further in a procurement exercise. If Potential Providers cannot answer ‘no’ to every question in this section it is very unlikely that your application will be accepted, and you should contact us via [the](mailto:procurement@fscs.org.uk) Messaging Facility for advice before completing this form.

Please state ‘Yes’ or ‘No’ to each question.

**Pass/Fail** scoring criteria as follows:

|  |  |
| --- | --- |
| Pass – Potential Provider answers ‘No’ to all of the questions in this section. | |
| Fail – Potential Provider answers ‘Yes’ to any of the questions in this section. | |
| **Has your organisation or any directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Answer** | |
| **(a) Participation in a criminal organisation.** |  | |
| **(b) conspiracy** |  | |
| **(c) corruption** |  | |
| **(d) bribery** |  | |
| **(e) fraud, where the offence relates to:** |  | |
| (i) cheating the Revenue; |  | |
| (ii) conspiracy to defraud; |  | |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  | |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985; |  | |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  | |
| (vi) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968; |  | |
| (ix) making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of the Fraud Act 2006; |  | |
| **(f) money laundering or terrorist financing within the meaning of section 340(11) of the Proceeds of Crime Act 2002;** |  | |
| **(g) an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or** |  | |
| **(h) Terrorist offences or offences linked to terrorist activities** |  | |
| **(i) Child labour and other forms of trafficking in human beings** |  | |
| **Please confirm that your Organisation is working in accordance with the Control of Housing and Work (Jersey) Law 2013** |  | |

**Discretionary Grounds for Disqualification**

Pass/Fail scoring criteria as follows:

|  |
| --- |
| Pass – Tenderer answers ‘No’ to all of the questions in this section or the Tenderer has answered ‘Yes’ to a question but has demonstrated that it has taken appropriate corrective steps to comply in the case of any infringement. |
| Fail – Tenderer answers ‘Yes’ to any of the questions in this section and cannot demonstrate that it has taken appropriate corrective steps to comply in the case of any infringement. |

|  |  |
| --- | --- |
| **Is any of the following true of your organisation?** | **Answer** |
| **(a) being an individual is a person in respect of whom a debt relief order has been made or is bankrupt or has had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made against him or has made any composition or arrangement with or for the benefit of his creditors or has made any conveyance or assignment for the benefit of his creditors or appears unable to pay, or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has granted a trust deed for creditors or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of his estate, or is the subject of any similar procedure under the law of any other state;** |  |
| **(b) being a partnership constituted under Scots law, has granted a trust deed or become otherwise apparently insolvent, or is the subject of a petition presented for sequestration of its estate; or** |  |
| **(c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has passed a resolution or is the subject of an order by the court for the company’s winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, or had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company’s business or any part thereof or is the subject of similar procedures under the law of any other state?** |  |
| **Has your organisation** **or any directors or partner or any other person who has powers of representation, decision or control:** | **Answer** |
| **(a) been convicted of a criminal offence relating to the conduct of your business or profession;** |  |
| **(b) committed an act of grave misconduct in the course of your business or profession;** |  |
| **(c) failed to fulfil obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which you are established; or** |  |
| **(d) failed to fulfil obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which you are established?** |  |
| **(e) failed to provide information when required; or provided inaccurate/misleading information when participating in a procurement exercise?** |  |
|  |  |
| **Is your organisation willing to ensure that all employees undertaking works arising from the issue of this ITT are subjected to personal and employment checks relating to their criminal records?** |  |
|  |  |

**Minimal Capability, Experience and Qualifications**

Tenderers are expected to demonstrate a minimal level of capability, experience and qualifications. Pass/Fail scoring criteria is as follows:

Pass – Tenderer answers ‘Yes’ to 7 or more of the questions in this section.

Fail – Tenderer cannot answer ‘Yes’ to 7 of the questions in this section.

|  |  |
| --- | --- |
| **Minimal Capability, Experience and Qualifications** | **Answer** |
|  | |
| **Security Management - Can your Organisation demonstrate accreditation to the International Standard ISO27001 (or similar) for Information Security Management? If yes, please advise on the scope of accreditation across your organisation.** |  |
| **Quality Management - Can your Organisation demonstrate current approved status to BS EN ISO 9001, or a recognised equivalent, after formal assessment by a recognised governance body?** |  |
|  | |
| **GoJ – Government Working – please demonstrate that your Organisation has at least 5 years’ experience working with similar Government /Public Sector Organisations** |  |
| **GOJ – Scope of Phase 2 Requirements Please demonstrate that your Organisation has at least 2 recent experiences of working with clients with a similar scope of requirements** |  |
| **Tenderers should provide relevant evidence of 2 recent successful Cervical Cancer Screening Services (or equivalent) procurement campaigns:**  **Your answer should include where necessary:**  **• Client Name and full address**  **• A brief description of the project/campaign - its objective and audience;**  **• The Period of contract**  **• The approximate contract value**  **• Your approach to the project/campaign including work package strategy, evaluation;**  **• The regulatory and/or legal environment or any other constraints that you were operating within;**  **• Any other complexities of the campaign and how they were overcome;**  **• How you managed your resources to achieve best value for money;**  **• The outcome of the campaign.** |  |
|  |  |
| **Please provide details of two previous referees, relevant to our requirement that can provide written evidence to confirm the accuracy of the information provided.** |  |
| **Have you previously undertaken a fully compliant procurement exercise under the Jersey Financial Directions?** |  |
| **Have you previously undertaken a fully compliant procurement exercise under the UK Regulations?** |  |
|  |  |

**Section C – CONFLICT OF INTEREST**

**Pass/Fail scoring criteria as follows:**

GOJ will consider and review any actual or potential conflict of interest issues that have been disclosed by a Tenderer and decide whether the Tenderer’s internal management processes and controls are sufficient to safeguard against the actual or potential conflict of interest.

If GOJ decides that a Tenderer(s) internal management processes and controls are insufficient to safeguard against any actual or potential conflict of interest issues, GOJ will exclude the Tenderer from the procurement exercise.

|  |
| --- |
| **Is the Tenderer(s) or any Consortium or JV member aware of any actual or potential conflicts of interest which may actually or apparently, compromise the conduct of this procurement.**  **If yes, to the above, please give details of these and any proposed mitigations. If you require additional space, please attach a separate page** |
|  |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Section C – CONFLICT OF INTEREST DECLARATION** | | | | | | | | | |
|  | **Signed:** |  |  |  |  | **Date:** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**Section D – ECONOMIC AND FINANCIAL STANDING**

Information provided in this section will be used by GOJ to determine whether there is any evidence indicating a significant risk to the GOJ that the Tenderer will be unable to provide the services required over the period of the contract.

If the assessment shows that the Tenderer is not of adequate financial strength for this procurement, this will result in elimination from the procurement.

Information obtained will be used by the GOJ to determine whether there is any evidence indicating a significant risk to the GOJ that the Tenderer will be unable to provide the services required over the period of the contract.

Turnover Calculation

Contract Value per annum (maximum contract value)/ Tenderer Turnover per annum\*100

Pass - (25% and below)

Fail – (25% and above)

GOJ reserves the right to use a variety of indicators and ratios if considered appropriate.

If any Tenderer is assessed as a risk, GOJ reserves the right to seek further clarification including information relating to its ultimate parent company, if any or seek a performance bond.

GOJ may appoint a credit reference agency to check financial status.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Question | Answer | | | |
| D.1 | **Please complete the table detailing the most recent 3 years of trading** | **Year** | **2018** | **2019** | **2020** |
| **Total Assets** |  |  |  |
| **Current Assets** |  |  |  |
| **Total Liabilities** |  |  |  |
| **Current Liabilities** |  |  |  |
| **Net Profit after Tax** |  |  |  |
| **Overall Turnover (£)** |  |  |  |
|  | | | | | |
| D.2 | **A copy of company records for the last complete financial year may be requested. Can this information be supplied if requested?** | <Yes / No > | | | |
| D 3 | **Please confirm that your organisation tax payments are up to date**  (evidence in the form of tax certificate to authenticate may be requested) | <Jersey registered companies only> | | | |
| D 4 | **Please confirm that your organisation Social Security payments are up to date**  (evidence in the form of a certificate to authenticate may be requested) | <Jersey registered companies only> | | | |
| D 5 | **Has your organisation, or any other relevant organisations, ever been subject to a financial investigation by an accredited regulatory authority?** | <Yes / No >  <If yes, please provide details> | | | |
| D 6 | **Does your organisation have any outstanding legal or financial claims against it?** | <Yes / No >  <If yes, please provide details> | | | |
| D 7 | **Please confirm any ‘significant post balance sheet events’ for your organisation, or any other relevant organisations.** | <Yes / No>  <If yes, please provide details> | | | |

**Section E – HEALTH AND SAFETY**

Information provided in this section will be used by GOJ to determine whether there is any evidence indicating a significant risk to the GOJ that the Tenderer will be unable to provide the services required over the period of the contract.

|  |  |  |
| --- | --- | --- |
| No. | Question | Answer |
| H.1 | Has your organisation ever been prosecuted under the Health and Safety at Work (Jersey) Law 1989 / Health and Safety at Work Act 1974 or been served with an Improvement or Prohibition Notice? | <Yes / No>  <If yes, please provide details> |
| H.2 | Please provide a copy of your current Health & Safety statement / policy | <if less than 5 full time employees please provide a signed statement or if more than 5 full time employees attach policy> |
| H.3 | If your organisation employs a designated Health & Safety Officer please provide details | <Please supply name and contact information> |

**Section F – INSURANCE**

**Insurance**

**Pass** - the Tenderer answers ‘yes’ to this question.

**Fail** - the Tenderer answers ‘no’ to this question.

If the Tenderer answers yes then please provide details, for example, a copy of your insurance certificate or a letter from your insurance provider/broker.

|  |  |  |
| --- | --- | --- |
| **Insurance** | **Level** | **Answer** |
| **Employer’s liability**  **Employer’s liability insurance is a legal requirement (except for businesses employing only the owner/ close family members) and this should be at least £10 million. Please confirm that you have this in place?** |  |  |
| **Public Liability £10 million** |  |  |
| **Professional Indemnity £5 million (appropriate to the risk of potential failure of project or contract)** |  |  |
| **Other Relevant Insurance**  **Please confirm that your organisation will, with effect from commencement date of the Contract, take out and maintain with a reputable insurance company, a policy of insurance providing adequate level of cover in respect of all risks arising out of the Tenderer’s performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss.** |  |  |

## **APPENDIX 5 – OBSERVATIONS OF THE CONTRACT**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

|  |  |
| --- | --- |
| **Clause Number/Schedule Reference** | **Observation/Comments** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

## **APPENDIX 6 - COMPLIANCE WITH GOJ TERMS & CONDITIONS OF CONTRACT CERTIFICATE**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

**Supply of: Cervical Cancer Screening Services**

I/We, having examined GOJ Terms and Conditions of Contract, do hereby offer and agree to provide the Services as described in the Specification of Requirements at the Price stated herein.

If successful, I/We agree to abide by the GOJ Terms and Conditions of Contract for Services in their present form, subject to the Observations to the Contract made by the Tenderer.

Other than the Observations to the Contract made by Tenderer I/We agree that any terms or conditions of Contract or any general reservation which may be printed on any correspondence emanating from me/us in connection with this Tender, or with any Contract resulting from this tender, shall not be applicable to the Contract.

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Appendix 6 – Compliance with GoJ Terms and Conditions of Contract Certificate** | | | | | | | | | |
|  |  |  |  |  |  |  |  |  |  |
|  | **Signed:** |  |  |  |  | **Date:** |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **In the capacity of:** | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Authorised to sign Tender for and on behalf of:** | | | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Company Registration Number:** | | | |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **Tel. No:** |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
|  | **E-mail address:** | |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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## **APPENDIX 7 - COMMERCIALLY SENSITIVE INFORMATION**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

|  |  |  |
| --- | --- | --- |
| Tenderers Commercially Sensitive Information | Potential Implication of Disclosure | Duration that Information remains Commercially Sensitive |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

## **APPENDIX 8 - KEY PERSONNEL**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

**[Tenderers to complete]**

**Appendix 8**– **Key Personnel**

Please detail key personal as part of your Tender Response, the list below can be potentially carried out by the same person or multiple personnel. Please add additional roles as appropriate.

| **Name** | **Role** |
| --- | --- |
| **[\*\*     ]** | **Director** |
| **[\*\*     ]** | **Senior Manager** |
|  | **Manager** |
|  | **Specialist** |
|  | **Analyst** |
|  | **Junior** |

## **APPENDIX 9 - TENDER CHECKLIST**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

In compliance with your requirements as set out in the ITT I/we have completed and submitted the following documents to the Secure Web Portal as our Tender Response.

In compliance with your requirements as set out in the ITT I/we have completed and submitted the following documents for our Tender Response.

|  |  |  |
| --- | --- | --- |
| **Information Required** | **Included (Y/N)** | **Comments** |
| Completed Financial Supporting Information (Appendix 4) |  |  |
| Completed Non-Price Response  (Section3:Part 2a) |  |  |
| Completed Price Response  (Section3:Part 2b) |  |  |
| Form of Tender Certificate (Appendix 1) |  |  |
| Non-Collusive Tendering Certificate (Appendix 2) |  |  |
| Non-Canvassing Declaration Certificate (Appendix 3) |  |  |
| Observations to the Contract (Appendix 5) |  |  |
| Compliance with GOJ Terms & Conditions of Contract Certificate (Appendix 6) |  |  |
| Commercially Sensitive Information (Appendix 7) |  |  |
| Key Personnel (Appendix 8) |  |  |
| Tender Checklist (Appendix 9) |  |  |
| Commercial Response Workbook (Appendix 10) |  |  |
| Implementation Plan and Payment Milestones (Appendix 11) |  |  |
| Social Value (Appendix 12) |  |  |

## **APPENDIX 10 – COMMERCIAL RESPONSE WORKBOOK**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

Refer to file: Appendix 10 – Commercial Response Workbook



## **APPENDIX 11 – IMPLEMENTATION PLAN AND PAYMENT MILESTONES**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

**[Tenderers to complete]**

Please provide a detailed Implementation Plan showing proposed Milestones including a ‘Go Live’ date assuming an award of contract date of not later than 30 November 2024. The Milestones should be linked to payment only where GoJ receives demonstrable value for the payment (i.e. payment in return for a useable service or deliverable that has value from a GoJ perspective). Note that where no interim Payment Milestones are proposed in the Implementation Plan an assumption is made that payment for services will start following ‘Go Live’.

## **APPENDIX 12 – SOCIAL VALUE**

**TENDER FOR CERVICAL CANCER SCREENING SERVICES**

**Tender Ref: GOJ/2024/1907**

Tenderers will need to respond to the following questions. Please respond in the Workbook provided.

**Questions:**

1. How would you define Social Value from your organisation’s perspective? Please give examples of what you currently do as a business that delivers Social Value and any applicable policies or accreditations held by your organisation. [500 words]
2. Using the Social Value Submission form at Appendix 12, enter the commitments your organisation will make under the contract to deliver outcomes that support the below suggested priorities, or other themes which meet your company’s CSR policies:

* Health and wellbeing (mental and physical)
* Improved standard of living

**Response guidance:**

For Social Value commitment ideas, please see the Government of Jersey’s Social Value Model.

All commitments should be at no cost to Government of Jersey.

The response should:

* Show that your organisation understands what Social Value is;
* Give examples of what is currently delivered as an organisation that classifies as Social Value;
* Give tangible, measurable Social Value commitments that can be easily identified and contractualised;
* Provide comprehensive and clear details of how your organisation’s Social Value offers will be delivered and for how long;
* Name the Outcomes that the proposed Social Value activity will support;
* Show how these activities will support the Islanders of Jersey;
* Show the benefits of these activities and who they will benefit;
* Provide a high level of certainty that your organisation will deliver its Social Value commitments;
* Be proportionate to the Total Contract Value (or the size of the overall relationship);
* Be proportionate to the size of the organisation and its ability to deliver Social Value (organisation size will be considered during the evaluation of Bidders’ Social Value commitments);
* Not be overly burdensome or onerous for Bidders.

**Submission Form:**

Please use previously embedded Workbooks.

# **SECTION 5: GOJ TERMS AND CONDITIONS OF CONTRACT**

Refer to file: Government of Jersey Agreement for the provision of Services

