



**Kent Community Health**  
NHS Foundation Trust

**INVITATION TO TENDER (RESTRICTED PROCEDURE)**

Kent Community Health NHS Foundation Trust

Invitation to tender for the provision of

Security Services and maintenance and CCTV maintenance:

**Lot 1** : Security Services; Planned Preventative Maintenance (PPM) and ad-hoc call-out for Access control, PPM, ad-hoc and response for Intruder Alarm, Key holding, Locks and unlocks, Ad-hoc Mobile patrol and Static Guard

**Lot 2** : CCTV; Planned Preventative Maintenance (PPM), Ad-hoc call-out

OJEU Number: *OJEU contract notice – tbc, not available at point of publication*

Opportunity Ref: DN459331

Deadline for Tenders to be received: 22<sup>nd</sup> May 2020 – 10am

**SECTION A – INSTRUCTIONS AND INFORMATION**

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## 1 INTRODUCTION AND BACKGROUND

- 1.1 The Kent Community Health NHS Foundation Trust (the "**Authority**") is issuing this invitation to tender ("**ITT**") in connection with the competitive procurement Lot 1; Security Services and maintenance and Lot 2; CCTV Maintenance.
- 1.2 Lot 1; Security Services and maintenance and Lot 2; CCTV Maintenance. This document contains important information about the procurement process and the contract that the Authority intends to award.
- 1.3 Interested parties were provided with the pre-qualification questionnaire ("**SQ**"), which sought responses in relation to their technical capacity or professional ability, and their economic and financial standing. The Authority evaluated the SQ responses and selected the 10 highest ranking bidders within each Lot. (the "**Bidders**") and this ITT is being sent to them.
- 1.4 This ITT Section A contains further information about the procurement process.
- 1.5 ITT Section B contains the questions that Bidders must complete. Each Bidder's response ("**Tender**") should be detailed enough to allow the Authority to make an informed award decision.
- 1.6 All Tenders must be returned no later than the deadline for receipt of Tenders specified on the front cover of this ITT.
- 1.7 The Authority is using the Proactis/Due North e-tendering portal to conduct the procurement process ("**the e-Tendering Portal**"). The e-Tendering Portal can be accessed <https://procontract.due-north.com/Login> . All communications (including submission of Tenders) should be carried out via the e-Tendering Portal.
- 1.8 Contents of the ITT

<b>Section A – Instructions and information</b>	
1	Introduction and background
2	Tender timetable
3	Instructions to Bidders
4	Tender evaluation methodology and criteria
5	Staff – not used
Annex A1	NHS Terms and Conditions
<b>Section B – Tender Schedules (to be returned by Bidders)</b>	
Annex B1	Specification
Annex B2	Tender Response Document
Annex B3a and Annex B3b	Commercial Schedule

Annex B4	Confidential and commercially sensitive information
Annex B5	Administrative instructions
Annex B6	Form of Tender

## Introduction to the procurement

- 1.9 Kent Community Health NHS Foundation Trust (KCHFT) employs around 5000 staff made up of community nurses, physiotherapists, dieticians, podiatrists, dental staff and many other health care professionals and corporate services.

KCHFT is one of the largest community health providers in England, serving a population of approximately 1.4 million people across Kent, East Sussex and parts of London Boroughs in settings such as schools, people's homes, community clinics and community hospitals.

The Trust's main headquarters is in Barming, near Maidstone. KCHFT currently operates out of 12 community hospitals (some with minor injury units). We also provide dental services in the London borough of Newham and Tower Hamlets and Children's services from sites across East Sussex. We will be seeking further business outside Kent.

- 1.10 Kent Community Health NHS Foundation Trust (the Authority) invites potential suppliers to put forward tender submissions to undertake various aspects of provision of Security Services and CCTV maintenance:

- Lot 1 : Security Services; Access control (PPM and ad-hoc call-out within core and non-core hours), Intruder Alarm (PPM and ad-hoc call-out), Intruder Alarm response, Key holding; locks and unlocks, Ad-hoc Mobile patrol and Static Guard
- Lot 2 : CCTV; Planned Preventative Maintenance (PPM), Call-out and Ad-hoc within core and non-core hours.

The contract duration is for 36 months, with an option to extend up to 24 months, in 12 month tranches

There are approximately 27 premises and locations across Kent and part of East Sussex requiring provision of these services. It is envisaged that the quantity of premises and locations will vary over the next three years, in accordance with the Authority's Estates Strategy Plan and Commissioned Service provision. Suppliers are to note that the Authority are winning Service Contracts outside the geographical boundaries of Kent and East Sussex, which may in the future be included in this contract.

- 1.11 Full details of the Authority's requirements are set out in the Specification in Annex B1 of Section B.

### SMEs

- 1.12 The Authority is committed to supporting the Government's small and medium-sized enterprise (SME) initiative; its aspiration is that 25% of spend, direct and through the supply chain, goes to SMEs by 2015. Suppliers are encouraged to work with the Authority to support the wider SME initiative.

- 1.13 [The link below to the Cabinet Office website provides information on the Government's Crown Representative for SMEs, a link to the definition of an SME and details on the SME initiative: <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively/supporting-pages/making-sure-government-gets-full-value-from-small-and-medium-sized-enterprises>]

### **Purpose and scope of this ITT**

- 1.14 This ITT:
- 1.14.1 invites Bidders to submit their Tenders in accordance with the instructions set out in the remainder of this ITT;
  - 1.14.2 sets out the overall timetable and process for the procurement;
  - 1.14.3 provides Bidders with sufficient information to enable them to submit a compliant Tender;
  - 1.14.4 sets out the award criteria and Tender evaluation model that will be used to evaluate the Tenders; and
  - 1.14.5 explains the administrative arrangements for the receipt of Tenders.

### **Questions about this ITT**

- 1.15 You may submit, by no later than **12<sup>th</sup> May 2020 10am**, any queries that you have relating to this ITT. Please submit such queries via the e-Tendering Portal – Proactis/Due North.
- 1.16 Any specific queries should clearly reference the appropriate paragraph in the ITT documentation and, to the extent possible, should be aggregated rather than sent individually. The Authority may decline to answer queries received after the above deadline.
- 1.17 Answers to the questions received by the Authority will be circulated to all Bidders via the e-Tendering Portal. Answers will not reveal the identity of the individual Bidder that asked a particular question. The Authority may decide not to disclose answers, or parts of answers, which would reveal confidential or commercially sensitive information in relation to a particular Bidder.

## 2 TENDER TIMETABLE

### Key dates

- 2.1 The procurement will follow a clear, structured and transparent process to ensure a fair and level playing field so that all Bidders are treated equally.
- 2.2 The key dates for this procurement are currently anticipated to be as follows:

Event	Date
ITT issued	27 <sup>th</sup> April 2020
Site surveys: Trinity House Ashford, Discovery Park Sandwich, Churchill Centre Maidstone. <b>Confirmation of timings and dates to be advised.</b>	4 <sup>th</sup> to 8 <sup>th</sup> May 2020
Deadline for the receipt of clarification questions	12 <sup>th</sup> May 2020
Target date for responses to clarification questions	13 <sup>th</sup> May 2020
Deadline for receipt of Tenders	22 <sup>nd</sup> May 2020 – 10am
Evaluation of Tenders	26 <sup>th</sup> to 29 <sup>th</sup> May 2020
Top 3 bidders from each Lot 1 and 2 may be invited to a clarification meeting if deemed required by the Authority	3 <sup>rd</sup> June 2020
Notification of contract award decision	4 <sup>th</sup> June 2020
Standstill period	From 5 <sup>th</sup> June 2020 to midnight on 14 <sup>th</sup> June 2020
Contract award	15 <sup>th</sup> June 2020
Implementation period	16 <sup>th</sup> June 2020
Contract start date	1 <sup>st</sup> July 2020

- 2.3 Whilst the Authority does not intend to depart from the timetable, it reserves the right to do so at any stage.

### Site visits

- 2.4 Site visits for Bidders will be held as detailed in the timetable above, dates and times will be confirmed via the e-portal. All Bidders are recommended to attend. Please confirm who will be representing your organisation (name and status) by the above stated date in order for the Authority to make arrangements. Addresses as follows:
- Trinity House, 10-120 Eureka Business Park, Upper Pemberton, Kennington, Ashford, Kent TN25 4AZ
  - Discovery Park, 3 Hugin Lane, Sandwich, CT13 9FG
  - Churchill Centre, Preston Hall, Royal British Legion Village, London Road, Maidstone, Kent ME20 7NJ
- 2.5 Please send any clarification questions resulting from site surveys via the e-Tendering portal and within the deadlines as detailed in the timetable.

### Deadline for receipt of Tenders

- 2.6 Bidders must submit their Tenders in the manner prescribed in section 3 below no later than the date and time specified on the front cover of this ITT.
- 2.7 Any Tender received after the deadline or by any method other than via the e-Tendering Portal may not be considered. The Authority may at its discretion extend the deadline and in such circumstances the Authority will notify all Bidders of any change.

### **Clarification Meetings**

- 2.8 Following the assessment of the Tender, the Authority may invite Bidders to a clarification meeting. If required this will take place between receipt of Tenders and announcement of successful Tender. It is anticipated that Bidders will be provided with at least two (2) business days' notice if a meeting is to be required. The Authority typically will only require meetings with what it considers are the best three Bidders. In exceptional circumstances, all Bidders will be requested to attend a meeting.
- 2.9 Bidders must ensure that key personnel attend. Those key personnel directly involved in performing the contract will be expected to attend.
- 2.10 The purpose of the meeting is to gain a greater understanding of proposals and will take the form of a short presentation by the Bidder followed by a question and answer session. Topics for discussion for the presentation will be issued no later than 2 days before the presentation.
- 2.11 Bidders can either accept or decline a request for such a meeting. However, it is in the interests of the Bidder to attend and provide additional confidence in its proposals to the Authority.
- 2.12 Although not scored on a separate basis, the session will be used to confirm the technical / quality score assessments of the Tender evaluation. As such, scores achieved during the written Tender evaluation may be adjusted (up or down) and the consolidated score of a Bidder amended.

### **SQ evidence**

- 2.13 At SQ stage, Bidders provided information and some of that information was self-certified as accurate. During the standstill period, the Authority will require the successful Bidder to provide the following:
- 2.13.1 proof that you adhere to BS7858 (the UK standard for vetting of people employed in the security sector).
  - 2.13.2 proof as required in the Public Contracts Regulations 2015, Regulation 60(6), that you have the minimum level of economic and financial standing;
  - 2.13.3 copies of the required insurance as set out in B.1 of the SQ;
  - 2.13.4 a copy of your Health and Safety Policy, that complies with current legislative requirements. The successful bidder will also be required to signed copy of the Authority's Health and Safety Handbook for Contractors V1.0 provided.
  - 2.13.5 if you have answered yes to Question 9e : proof that you are a member of the SIA Contractor Scheme
  - 2.13.6 proof that you adhere to ISO14001 Environmental Management System Criteria

## **Contract Award**

- 2.14 Contract award is subject to the formal approval process of the Authority. Until all necessary approvals are obtained and the standstill period completed, no contract(s) will be entered into.
- 2.15 Once the Authority has reached a decision in respect of a contract award, it will notify all Bidders of that decision and provide for a standstill period in accordance with the Public Contracts Regulations 2015 before entering into any contract(s).



### 3 INSTRUCTIONS TO BIDDERS

#### Formalities for submission of Tenders

- 3.1 Bidders must submit their Tenders by completing the Annexes to Section B of the ITT. Completed Tenders must be submitted using the e-Tendering Portal. Bidders should ensure that they allow plenty of time to upload the Tender, particularly where there are large documents. If Bidders have any problems with the e-Tendering Portal, they should contact the helpdesk on 0330 0050352. The helpline is open **Monday to Friday between 9am and 5pm excluding public and bank holidays – amend as appropriate**. As noted above, any Tender received after the deadline may not be considered.
- 3.2 The maximum file size for uploading documents is 1000MB. Note: the Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. For this reason it is recommended that Bidders should ensure files are well below the maximum stated and allow plenty of time to upload, so they have enough time to resolve any technical difficulties before the deadline.
- 3.3 Bidders must adhere to the following standard requirements when submitting their Tenders:
- 3.3.1 Do not embed documents within other documents. Instead provide separate electronic copies of the documents, clearly labelled and referenced if necessary.
  - 3.3.2 The Tender must be in English and drafted in accordance with the drafting guidance set out in this ITT.
  - 3.3.3 The Tender must be fully cross-referenced and include a table of contents.
  - 3.3.4 The Tender must include a list of all supporting material.
  - 3.3.5 Electronic copies of the Tender shall be in both Microsoft Office and PDF formats.
  - 3.3.6 Bidders should use Arial 10 .
  - 3.3.7 Line spacing must be single line spacing.
- 3.4 Where a word count limit is specified, Bidders should state how many words their response contains. The Authority reserves the right not to consider any part of a response exceeding the word limit. Words included within diagrams or other graphic representations will count towards the word limit.
- 3.5 The Tender must be clear, concise and complete. The Authority reserves the right to mark Bidders down or exclude them from the procurement if their Tenders are ambiguous or lack clarity. Bidders should submit only such information as is necessary to respond effectively to this ITT. Unless specifically requested, do not include extraneous presentation materials.
- 3.6 Tenders will be evaluated on the basis of information submitted by the deadline. Where information or documentation submitted appears to be incomplete or erroneous or specific documents are missing, the Authority reserves the right to request the Bidder to submit, supplement, clarify or complete the information or documentation.
- 3.7 The Tender must be signed by a duly authorised representative of the Bidder.

#### Modification and withdrawal of Tenders

- 3.8 Except as set out in paragraph 3.6, no Tender may be modified after the deadline for receipt of Tenders.

- 3.9 Tenders may be withdrawn at any time before the deadline for receipt of Tenders. Revised Tenders may be submitted up until the deadline for receipt of Tenders.

### **Terms and conditions**

- 3.10 The contract will include the NHS Terms and Conditions set out in Annex A1. It is vital that the Bidder reviews these carefully, and takes account of all information such as TUPE, key performance indicators and insurance requirements and that the Tender fully takes account of these. By submitting a Tender, Bidders are agreeing to be bound by the terms of this ITT and the NHS Terms and Conditions without further negotiation or amendment.

### **Consortia and subcontractors**

- 3.11 If the Bidder is a consortium or will rely on sub-contractors to deliver the contract, it must explain in its Tender precisely which entities will be the supplier.
- 3.12 For the purposes of this ITT, the following terms apply:
- 3.12.1 *Consortium arrangement* - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier and envisage that they will establish a special purpose vehicle as the prime contracting party with the Authority.
- 3.12.2 *Subcontracting arrangement* - Groups of companies come together specifically for the purpose of bidding for appointment as the supplier, but envisage that one of their number will be the supplier, the remaining members of that group will be subcontractors to the supplier.
- 3.13 If the Bidder intends to sub-contract any material parts of the contract, it must explain which parts will be sub-contracted, who the sub-contractor is, confirm the sub-contractor has agreed terms of supply and what contractual commitment it has from the sub-contractor to deliver.

### **Warnings and disclaimers**

- 3.14 While the information contained in this ITT is believed to be correct at the time of issue, neither the Authority, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its annexes) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Bidder. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
- 3.15 If a Bidder proposes to enter into a contract with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
- 3.16 Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.

### **Freedom of Information Act 2000 and Environmental Information Regulations 2004**

- 3.17 As a public body, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Authority may therefore be required to disclose information submitted by the Bidder.
- 3.18 In respect of any information submitted by a Bidder that it considers to be confidential or commercially sensitive the Bidder should:

- 3.18.1 clearly identify such information as confidential or commercially sensitive;
  - 3.18.2 explain its reasons why disclosure of such information would be likely to prejudice or would cause actual prejudice to its commercial interests; and
  - 3.18.3 provide a reasoned estimate of the period of time during which the Bidder believes that such information will remain commercially sensitive.
- 3.19 This information must be listed in Annex B5 to Section B of this ITT, with a statement of which exemptions are relevant under FOIA and/or the EIR.
- 3.20 Where a Bidder identifies information as commercially sensitive, the Authority will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with FOIA or the EIR. Accordingly, the Authority cannot guarantee that it will withhold information marked 'confidential', 'commercially sensitive' or otherwise exempt.

### **Publicity**

- 3.21 No publicity regarding the award of any contract will be permitted unless and until the Authority has given express written consent to the relevant communication. For example, no statements may be made to the media regarding the nature of any Tender, its contents or any proposals relating to it without the prior written consent of the Authority.

### **Bidder conduct and conflicts of interest**

- 3.22 Any attempt by Bidders or their advisors to influence the contract award process in any way may result in the Bidder being disqualified. Specifically, Bidders shall not directly or indirectly at any time:
- 3.22.1 devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance;
  - 3.22.2 enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender;
  - 3.22.3 enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender;
  - 3.22.4 canvass the Authority or any employees or agents of the Authority in relation to this procurement; and/or
  - 3.22.5 attempt to obtain information from any of the employees or agents of the Authority or their advisors concerning another Bidder or Tender (except for debrief information requests made through the e-Tendering Portal).
- 3.23 Bidders are responsible for ensuring that no conflicts of interest exist between the Bidder and its advisers, and the Authority and its advisers. Bidders should notify the Authority promptly of any possible conflict and the proposed steps that the Bidder believes can be taken to avoid the conflict. Any Bidder who fails to comply with these requirements may be excluded from the procurement at the discretion of the Authority.

### **Authority's rights**

- 3.24 Subject to its obligations to act in a transparent, proportionate and non-discriminatory manner, the Authority reserves the right to:

- 3.24.1 waive or change the requirements of this ITT from time to time;
- 3.24.2 seek clarification or documents in respect of a Bidder's Tender;
- 3.24.3 disqualify any Bidder that does not submit a compliant Tender in accordance with the instructions in this ITT;
- 3.24.4 disqualify any Bidder that is guilty of serious misrepresentation in relation to its Tender, expression of interest, the SQ or the procurement process;
- 3.24.5 withdraw this ITT at any time, or re-invite Tenders on the same or any alternative basis;
- 3.24.6 exclude any Bidder who no longer passes the SQ selection criteria;
- 3.24.7 choose not to award any contract as a result of the current procurement process; and
- 3.24.8 make whatever changes it sees fit to the timetable, structure or content of the procurement process.

**Bid costs**

- 3.25 The Authority will not be liable for any bid costs, expenditure, work or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

**Language**

- 3.26 Tenders, all documents and all correspondence relating to the Tender must be written in English.

**Transparency**

- 3.27 In accordance with the Public Contracts Regulations 2015 and the Government's policy on transparency, Bidders should be aware that the Authority intends to make the ITT and details of any subsequent contract publicly available, by publication on the Government's Contracts Finder portal.

**Governing Law and Jurisdiction**

- 3.28 This ITT and any dispute concerning it (including non-contractual disputes or claims) shall be governed by English law and subject to the jurisdiction of the English Courts.

## 4 TENDER EVALUATION METHODOLOGY AND CRITERIA

### Overview

4.1 This section of the ITT sets out the criteria that the Authority will use to evaluate Tenders.

4.2 Bidders are required to submit a Tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. If a Tender is equivocal or unclear, the Authority may deduct marks when scoring it, or it may treat the Tender as non-compliant and reject it.

### Evaluation criteria

4.3 The Authority will award the contract to the Tender that is, applying the methodology below, the most economically advantageous. Scoring will be carried out as follows:

Evaluation criteria	Weighting
A. Financial Evaluation Criteria - Price-comparison of total cost	60%
B. Non-Financial Criteria – Methodology Questions/responses	40%
<b>Total</b>	<b>100%</b>

### Evaluation process (A) – Financial evaluation Criteria

4.4 Tender prices will be scored on a comparative basis, with the lowest compliant Tender (excluding any Tenders that the Authority rejects as being abnormally low or non-compliant) receiving 100% of the available marks (60% following weighting). All other Tenders will be compared against that lowest Tender using the formula:

$$(A / B) \times 100$$

A = price of lowest compliant Tender

B = price of the Tender being scored

4.5 If it appears to the Authority that any Tender may be abnormally low then the Authority may ask the Bidder to explain its price or costs. If following the Bidder's explanations the Authority is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.

### Evaluation process (B) – Non-Financial Criteria – Methodology Questions/responses

4.6 The technical evaluation will be scored in accordance with the table below:

<b>Grade label</b>	<b>Grade</b>	<b>Definition of Grade</b>
Unacceptable	0	The proposal completely fails to meet the required standard or does not provide an answer
Weak	1	The proposal significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other aspects of the Tender
Satisfactory	2	The proposal meets the required standard in most material respects, but is lacking or inconsistent in others
Good	3	The proposal meets the required standard in all material respects
Excellent	4	The proposal meets the required standard in all material respects and exceeds some or all of the major requirements

**5 STAFF – NOT USED**

**Transferring employees – does not apply for this opportunity**

- 5.1 Bidders' attention is drawn to the staff transfer provisions set out in the NHS Terms and Conditions in Annex A1.

**Pension requirements –**

- 5.2 Bidders' attention is drawn to the pensions provisions set out in the NHS Terms and Conditions in Annex A1.

**ANNEX A1**  
**NHS TERMS AND CONDITIONS**

The Authority intends to enter into a contract with the successful Bidder on the NHS Terms and Conditions for the Provision of goods and Services Contract Version.

Please see separate document : DN459331 Security Services & Maintenance and CCTV Maintenance Contract. This document contains the NHS Terms and Conditions, duly completed by the Authority so far as possible, including all relevant schedules, except schedule 5 (Specification and Tender Response Document) and schedule 6 (Commercial Schedule) and Schedule 11 Implementation plan.

The Specification is set out in Annex B1 of Section B of this ITT