

Invitation to Tender

for

Tail End Management

National Framework Agreement

Project Ref: F/039/TEM/16/LH

Tender Process:

Schedule I Open Tender Services	<input checked="" type="checkbox"/>	Schedule I Open Tender Goods	<input type="checkbox"/>
Schedule I Restricted Tender Services	<input type="checkbox"/>	Schedule I Restricted Tender Goods	<input type="checkbox"/>

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1. BACKGROUND TO THIS FRAMEWORK

The National Health Service (NHS) and wider public sector is facing a period of intense financial pressure to reduce costs. Authorities are looking towards innovative solutions to help reduce their cost base and increase efficiency through management of their tail end spend.

The service will provide client authorities with a fully managed service for the purchasing and management of their tail end purchase order spend and will include medical, non-medical and ad hoc supplies and services. The service will provide end to end supply chain management of the authority's tail end spend and will have the potential to deliver savings to client authority's procurement departments.

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service seeks to introduce a new commercial framework agreement which will allow NHS authorities and other public bodies to procure tail end management services, including purchasing, supplier management, delivery and reporting with no further competition. This will enable Trusts to act quickly in management of their tail end purchase order spend.

This framework agreement opportunity encourages smaller businesses to participate (SME's), as such the procurement process has been simplified to encourage greater participation. By forming this framework will greatly reduce the ongoing administrative burden of repeating multiple procurement processes for the services described within this ITT. This framework will therefore support public procurement and private enterprise through its efficiency.

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates appointing the highest scoring Applicants (who have met the minimum requirements which are set out in these tender documents) to supply the services detailed within the specification at SCHEDULE A.

2. BACKGROUND TO THE COUNTESS OF CHESTER HOSPITAL NHS FOUNDATION TRUST COMMERCIAL PROCUREMENT SERVICE.

The Countess of Chester Hospital NHS Foundation Trust is comprised of a 600 bed acute general hospital located on the outskirts of the City of Chester, an 86 bed community based hospital located in Ellesmere Port, a number of West Cheshire community based health clinics and a shared service Microbiology Laboratory in Wirral.

The Trust also hosts a Commercial Procurement Service which not only undertakes its own commercial activity but seeks to act to the wider public sector to promote and develop smaller innovative businesses and ideas. Further information can be obtained from the website www.coch-cps.co.uk

The Countess of Chester Hospital NHS Foundation Trust as the Framework Manager will administer the framework agreement, provide guidance to client authorities and issue draft contracts for consideration between client authorities and the successful supplier. In the first instance of any dispute the Framework Manager will offer first line mediation.

3. BACKGROUND TO THE PUBLIC SECTOR AND NHS

The public sector in the United Kingdom (UK) is comprised of many varying organisations. These include: ministries or departments of central government such as the Cabinet Office, Department of Health (including the National Health Service (NHS)) and Ministry of Justice; local authorities, such as councils and social services; wider public bodies such as fire and rescue services, police authority services, educational authorities, universities and public broadcasting; and finally utilities agents, such as water authorities. Derived from European Union (EU) treaty principles, UK public sector procurement bodies must comply with both the Public Procurement Directive and Public Remedies Directive. These mandate a regulated contract and tender procedure for opportunities above a certain financial threshold, which varies depending on the type of organisation and type of procurement being undertaken.

The National Health Service (NHS) in the UK is representative of over 400 health organisations including Hospital Trusts, Mental Health Trusts, Ambulance Trusts, Foundation Trusts, Clinical Commissioning Groups, Commercial Support Units and Community Health Trusts. The landscape is one of constant evolution and change.

To promote transparency The Countess of Chester Hospital NHS Foundation Trust wishes to establish a Framework Agreement for use by all UK public sector bodies (and any future successors to these organisations); however it is anticipated that its core use will be within the NHS, therefore to provider bidders with information on potential users of the Framework Agreement the following organisations are considered the core client base:

Clinical Commissioning Group's, NHS Trust's, Special Health Authorities, The Care Quality Commission, National Institute for Health Care Excellence, known as NICE, The Health and Social Care Information Centre, The Secretary of State, relevant Welsh health service bodies, NHS Foundation Trusts, Academic Health Science Networks, The NHS Trust Development Authority, Monitor, Health Education England including Local Education and Training Boards (LETB) constituted as committees of Health Education England, NHS Health Research Authority, The Department of Health, Executive agencies of the Department of Health including but not limited to Public Health England, the Medicines and Healthcare Products Regulatory Agency and the National Institute of Health Research, Arms Length Bodies of the Department of Health not otherwise listed in this Contract Notice including but not limited to NHS Blood and Transplant, NHS Business Services Authority, NHS Litigation Authority, Human Fertilisation and Embryology Authority, and the Human Tissue Authority, Any provider of primary medical services under a GMS, PMS or APMS contract, All Local Authorities, as defined under section 1 the Local Government Act 2000 including Health and Well Being Boards established by any Local Authority, including as listed and maintained on the following URLs:

<http://www.dh.gov.uk/health/category/arms-length-bodies>

<http://www.england.nhs.uk/ccg-details/>

<http://www.nhs.uk/servicedirector/Pages/PrimaryCareTrustListing.aspx>

<http://www.general-practitioners-uk.co.uk>

<http://www.monitor-nhsft.gov.uk/about-nhs-foundation-trusts/nhs-foundation-trust-directory?letter=AlIFT>

<http://www.nhs.uk/servicedirector/Pages/acutetrustlisting.aspx>

<http://www.nhs.uk/servicedirectories/pages/caretrustlisting.aspx>

<https://www.gov.uk/government/organisations>

<http://openlylocal.com/councils/all>

4. HOW THE FRAMEWORK WILL OPERATE

This framework will be a multi supplier framework with a catalogue call-off mechanism and as such no form of further competition will be required. Client organisations may call off services as and when required directly from a successful supplier following a catalogue evaluation of the information submitted from this tender exercise and using the defined award criteria.

The following will outline a high level process of how parties will engage each other:

1. Successful suppliers canvass potential clients to generate interest.
2. Interested clients will be directed to information about this framework agreement.
3. Client organisations can then liaise directly with the Framework Manager to satisfy themselves that the framework agreement meets their need.
4. The Framework Manager will issue the client with a briefing pack and a copy of the Framework Agreement.
5. The client will undertake their own evaluation of the information within the Framework, apply the award criteria before subsequently awarding a call-off contract. Please see section 12 below for details of the process clients will follow to award a call off contract.
6. The Framework Manager will issue the Client with a unique reference number which the client can use to call-off the services under this framework. Organisations attempting to engage the successful supplier without the unique reference number are doing so outside of the remit of this framework and as such the Framework Manager can offer no assurance on legal compliance.
7. The Client will use the model contract templates as developed within this framework.
8. The Framework Manager will monitor expenditure through both the client's financial reporting and successful supplier's management reports. Management fees as detailed within this ITT will be invoiced based on this information at the rate stated and at the frequency stated.

Failure by the Framework Manager to receive adequate management information from Client authorities may result in the issuing of a freedom of information request.

5. HOW THIS TENDER PROCESS WILL WORK.

Open Procedure

Following the receipt of your bid and once the final deadline passes; your bid will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being immediately rejected. If all prerequisites are satisfied, your bid will be assessed using the award criteria laid out in this Invitation to Tender. Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid(s), along with narrative as to how the scores were applied and what the

characteristics and relative advantages of the winning bids were. A 10 day standstill period will follow prior to concluding the framework which will be formed upon the exchange and signing of framework documents. Where a single tender is received, no standstill period will be required. Following the signing of the framework documents a contract award notice will be published in OJEU detailing the successful applicant's details.

6. TIMETABLE

Applicants should note that the dates listed below are indicative only and The Countess of Chester Hospital Commercial Procurement Services reserves the right to vary this timetable at its absolute discretion.

Description	Date/Period
Tender Closing Date and Time	11 th November 2016 15:00 hours
Opening of Tenders and Commencement of Evaluation Process	12 th November 2016
Notification of Intent to Award and Standstill Process Begins	December 2016
Framework Agreement Commencement and Launch Date	January 2017

7. INVITATION TO TENDER

7.1 Bidders/Tenderers

In this ITT the terms “Bidder” and “Tenderer” are used interchangeably to indicate an organisation that is participating in this tender process. The term “supplier” refers to a successful applicant following the framework award.

The terms bid and tender are similarly used interchangeably.

7.2 Contracting Authorities

The Countess of Chester Hospital NHS Foundation Trust, hereafter referred to as the "Framework Manager", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the list of Appendices to this Invitation to tender.

In this ITT the terms “authority”, “client” and “customer” are used interchangeably to indicate an organisation that may utilise this framework agreement.

7.3 Acceptance of bids

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately. The Framework Manager reserves the right to award the Framework Agreement for the supply of the services described within and arising out of this procurement process to more than one supplier.

Tenderers are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

8. COMMUNICATION

8.1 Clarification Questions from Bidders

Any questions which the Bidder wishes to raise in relation to this Tender should be made via the e-sourcing portal messaging system. Questions provided in other formats will not be considered or answered.

The last date and time for the submission of Clarification Questions is 04/11/2016 at 1500 GMT.

The Framework Manager is under no obligation to respond to any question received after this time and date. However, the Framework Manager reserves the right to respond to any questions received after this deadline at its absolute discretion.

Should a Tenderer be in any doubt as to the interpretation of any or all parts of the Tender document, commercial queries, technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e tendering portal. The Framework Manager will refer the query to the relevant person for resolution, and will communicate the decision to the Tenderer in writing via e tendering portal.

Clarification questions received by any other method may constitute canvassing as defined in this ITT. Organisations participating in a bid submission are therefore strongly advised to ensure that any communication with the Countess of Chester Hospital NHS Foundation Trust and/or its employees about or related to this procurement process is submitted through the Bravo e tendering portal only, as failure to do so may result in their bid submission being disqualified.

Bidders are reminded that their questions, and Framework Managers response, will normally be circulated to all Bidders in an anonymous form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to Bravo for all Bidders to view who have registered for the procurement. Provision will be made for Bidders to request clarification in confidence, but in responding to such requests the Framework Manager will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include uploading to Bravo and/or circulating the response to all Bidders.

8.2 Clarification Questions from Framework Manager

The Framework Manager reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the Bravo e tendering portal to the Bidder's nominated representative. The Framework Manager will retain a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any Bidder in relation to any aspect of the bid submission.

It is likely that any response to a clarification question will be required within two working days of request. Failure to respond adequately or in a timely manner to clarification questions may result in a potential Bidder not being considered further in the procurement.

The Framework Manager may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a response or bid, to ask that they testify that information supplied is accurate and true.

The Framework Manager reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

The Framework Manager reserves the right to conduct site visits and/or audits at any time during this procurement process.

9. RETURN OF BIDS

Tenderers must return bids via the web site www.nhssourcing.co.uk; hard copies will not be accepted. It is the sole responsibility of the Tenderer to ensure their offer is received in due time and date. Tenders received after the due date cannot normally be accepted

The Framework Manager intends to award the Framework Agreement to the Bidder(s) who submit the most economically advantageous bid(s) as determined by applying the evaluation criteria set out in this ITT. However, The Framework Manager reserves the right not to award all or any of the business to most economically advantageous bid(s) or to any bidder. The Framework Manager also reserves the right to award the business to more than one bidder.

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, The Framework Manager reserves the right to award a place on the proposed Framework Agreement for the supply of the services described above and arising out of this procurement process to more than one supplier.

9.1 The closing date for the return of Tenders is 11th November 2016 15:00 hours

Failure to return a completed ITT by the closing date specified will entitle The Framework Manager to disqualify the relevant Bidder from participating in this procurement.

Those Bidders deciding not to tender should use the “Decline to Respond” function on the Trust e-procurement portal, and provide a reason for this decision.

10. CONTRACT AWARD PROCESS AND EVALUATION CRITERIA

The Framework Agreement will be awarded on the basis of the most economically advantageous offer(s) which will be evaluated on the following:

Criteria	Weighting %
Price	40%
Non-financial:	
• Service offering and Implementation	11%
• Savings and reporting	14%
• Ordering	12%
• Delivery and stock	19%
• Customer service/support	4%
Total	100%

10.1 STEP 1: PREREQUISITES

10.1.1 Applicants must meet all of the requirements of SCHEDULE C. Any Applicants which do not meet all of the selection requirements set out in the prerequisites as found in SCHEDULE C (or (1) submit their European Single Procurement Document, which must be completed in full (together with any further information which is required in the prerequisites but not in the European Single Procurement Document); or (2) explain to The Countess of Chester Hospital Commercial Procurement Services’ satisfaction why they do not perhaps through the use of self-cleaning evidence) will be treated as ineligible for the Framework Agreement, their Tender will not be evaluated further and the Applicant will be informed of their rejection at this stage.

10.1.2 Applicants who have met prerequisites will move to step 2.

10.2 STEP 2: EVALUATION OF NON-FINANCIAL INFORMATION

10.2.1 Non-financial information will be evaluated using the criteria and weightings below:

Non-Financial Criteria	Weighting %
Service offering and implementation	11%
Savings and reporting	14%
Ordering	12%
Delivery and stock	19%
Customer service /support	4%
Total Non-Financial Criteria	60%

10.2.2 Applicants are required to answer a number of questions found in SCHEDULE D, which are linked to the criteria listed above.

10.2.3 Each question has been assigned a maximum score, which is provided in SCHEDULE D. The following methodology will apply where qualitative information is provided. Bidders are unable to contest the application of this methodology as it forms the subjective opinion of the awarding authority:

Rate	Qualifier
0	No Confidence
1	Serious concerns
2	Concerns, Some Confidence
3	Acceptable, Confident
4	Exceptionally Confident

10.2.4 The evaluation of non-financial information will be undertaken once, and the resulting score used in the calculation of the final score described in step 4 below.

10.3 STEP 3: COMMERCIAL EVALUATION

10.3.1 The commercial evaluation is based on 8 scenarios of average client requirements as listed in SCHEDULE E, using the weighting below;

Commercial evaluation scenarios	Weighting
Scenario 1	5%
Scenario 2	5%
Scenario 3	5%
Scenario 4	5%
Scenario 5	5%

Scenario 6	5%
Scenario 7	5%
Scenario 8	5%
Total commercial weighting	40%

10.3.2 Applicants are required to provide for each scenario within SCHEDULE E the total price for a client if they transferred the current spend to the tail end management provider. These costs will be evaluated as follows:

Each scenario is worth 5% of the overall score (Commercial and non-financial) and hence the 8 scenarios total the full 40% commercial score available. For each scenario, the Applicant with the lowest total price to the client will receive the full 5% commercial score. Subsequent Tenders will gain a percentage of the 5% commercial score for that scenario on a pro-rata basis from the top scoring price. This is calculated using the following formula:

$$\text{Scenario Score} = 5 \times \left(\frac{\text{Lowest total price}}{\text{Applicant total price}} \right)$$

where

Lowest total price = the lowest total price provided for that scenario.

Applicant total price= the total price offered by the Applicant for that scenario.

The Applicants score for each scenario will then be added together to give each Applicant an overall commercial score.

Applicants are also required to provide details of all standard pricing options which will be made available to clients under this framework agreement in SCHEDULE E. These prices will not be used for evaluation of award to the framework agreement but should enable clients to determine the cost of using the Applicant as their tail end management provider.

10.4 STEP 4: CALCULATION OF FINAL SCORES AND AWARD OF FRAMEWORK AGREEMENT

10.4.1 Once the Commercial and non-financial criteria have been assessed, the final scores will be calculated as follows:

The Applicant's non-financial score, as calculated in step 2 will be added to the financial score as calculated in step 3, to produce a total score for each Applicant.

The 5 highest scoring Applicants (should there be 5 Applicants who have met the minimum requirements set out in this Invitation to Tender) will be awarded to the Framework Agreement.

11. CONDITIONS OF TENDER

1. Information and Confidentiality

- 1.1 This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any other persons other than the bidder, save for the purpose of:
- taking legal or other advice in connection with completing the ITT; and/or
 - obtaining input from relevant organisations relevant to the Bidder's response to the ITT; and/or
 - obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Framework Manager to such disclosure (which they may withhold in their absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from Framework Manager, the bidder shall promptly provide evidence to Framework Manager that such undertakings have been provided to the Bidder.

- 1.2 The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its tender response is accurate and contains no material misrepresentation.
- 1.3 This invitation and its accompanying documents shall remain the property of Framework Manager and must be returned on demand.
- 1.4 Any notice to a Tenderer required under these Conditions to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered to a physical address, or at the time of posting on Bravo if communicated via Bravo to the Bidder's nominated representative, or at the time of delivery in ordinary course of post if posted in a prepaid envelope addressed to the Tenderer by name, to the Tenderer's last known place of abode or business or, in the case of a company, the registered office of the company.
- 1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the probable requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

2. Freedom of Information and other information disclosures

- 2.1 The Framework Manager is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA). Accordingly, any information created by or submitted to Framework Manager (including the information contained in the Tender and the submissions received from Bidders in response) may need to be disclosed by the Framework Manager in response to a request for information.

- 2.2 The Framework Manager may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.
- 2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.
- 2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, Framework Manager are responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.
- 2.5 Bidders should also note that the receipt by the Framework Manager of any information marked “confidential” or equivalent does not mean that Framework Manager accept any duty of confidence by virtue of that marking, and Framework Manager have the final decision regarding the disclosure of any such information in response to a Request for Information.
- 2.6 In making a submission in response to this Tender, each Bidder acknowledges that the Framework Manager may be obliged under the FOIA to disclose any information provided to it:
- Without consulting the Bidder; or
 - Following consultation with the Bidder and having taken its views into account.
- 2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with Framework Manager (at the Bidder’s expense) to enable Framework Manager to comply with its information disclosure requirements contained in this legislation.
- 2.8 Bidders should be aware of the Framework Manager’s obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Framework Manager.. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Framework Manager in response to such a request, unless the Framework Manager decides that one of the statutory exemptions under the EIR applies.

The Framework Manager shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.

- 2.9 Bidders acknowledge that the Framework Manager and/or its members may be subject to the Government’s public sector purchasing transparency requirements and that Framework Manager and/or its members may be required to publish on a Government on line portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

3. Prices

- 3.1 Prices in the Commercial Schedule (Schedule E) must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.
- 3.2 Prices on the schedule must be firm (i.e. not subject to variation) for the period of 2 years. Any proposed amendments to the fixed period will be rejected.
- 3.3 Where a fixed price period ends and triggers a contract extension option, price variations must be accompanied by evidence to justify the change in price. References to standard inflationary indices are not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.
- 3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the award notice, the Framework Manager reserves the right to terminate and re-tender the Framework.
- 3.5 Prices submitted as part of Schedule E should be considered capped pricing and under no circumstances should prices for any call-off exceed the unit cost per good or service exceed this. Final prices may be below this cap based on a client's specific requirements.

4. Tender Documentation and Submission

- 4.1 Tenders must be for the supply of the whole of the specification upon the terms and Conditions of the Contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.
- 4.2 The supplies offered should be strictly in accordance with the Specification. Alternative services may be offered but all differences between such items and the Specification must be indicated in detail in the Return Schedule.

Tenders must comprise of the following completed documents:

- the Non Financial Schedule;
 - the Commercial Schedule;
 - the Prerequisites;
 - the Form of Offer;
 - the Certificate of Non-Canvassing.
- 4.3 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e tendering portal where indicated. In the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.
 - 4.4 The Tender must be completed in full. Any Tender may be rejected which:
 - contains gaps, omissions or obvious errors; or
 - contains amendments which have not been initialled by the authorised signatory; or
 - is received after the closing time.
 - 4.5 For help in completing the Tender compliantly with the requirements of this ITT please contact the Framework Manager via Bravo.

4.6 Offers must be written in English and submitted via the Framework Manager's tender website at www.nhssourcing.co.uk

4.7 The Framework Manager may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Tenderers.

5. Rebates/Commissions

5.1 In any application of rebates and commissions, Tenderers will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity. However it will be expected to submit sales activity on a monthly basis and invoices will also be issued monthly.

5.2 The purposes of rebates and commissions are the promotion and management of the framework and as such should benefit both the Framework Supplier and the Framework Manager.

5.3 There will be a framework award fee of £10,000, divisible equally between the awarded suppliers- not discountable against any other fees charged. I.e. if there is only one supplier awarded they will pay £10,000 if two suppliers are awarded they will pay £5,000 each and so on).

– this fee is payable within 30 days of the signing of the framework.

5.4 There will be an annual fee equal to that paid in the award fee (due on each anniversary of the framework letting date) - not discountable against any other fees charged. The annual fee will be due for every year or part year the framework or any contracts let under the framework are live.

5.5 Business success charge – this will be £2000 per Client which signs up to a call off contract under the framework agreement.

6. Table-top trials ☐ (only applicable to the Tender if this box is checked)

6.1 Table-top trials will be used to assess a product's quality against its described characteristics in the bidder's response documents as highlighted in the award sub-criteria. Table-top trials are intended to be used to assess products with minimum disruption to our staff and patients and as such will not be trialled in a live clinical environment. All bidders are required to submit any products related to this Tender as requested by the Framework Manager within the timescales advised by the Framework Manager. Failure to provide adequate trial material will result in receiving a Zero in the appropriate award section of the evaluation. Samples will be requested under clarification requirements where initial scoring is 2 or less.

6.2 The Authority is not bound to accept the lowest or any offer.

6.3 Following the Tender evaluation all bidders will be notified of the outcome. This notification will be accompanied by a debrief letter. No further debrief will be given outside of the information contained within this letter

7. TUPE ☐ (only applicable to the Tender if this box is checked)

- 7.1 The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the self-employed.
- 7.2 Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.
- 7.3 To assist in future processes the Framework Manager may seek workforce details from present supplier(s). The Framework Manager provides no warranty as to the accuracy of any such information supplied and accepts no liability for any inaccuracies that is contained within it or for any omissions from such information. Tenderers must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

This information will be supplied to Tenderers on request on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Tenderer's organisation, and to such extent, as is strictly necessary for the preparation of the tender; and that it is not used for any other purpose. By requesting this information from the Framework Manager a Tenderer will be deemed to have agreed to abide by these obligations of confidentiality.

- 7.4 The successful supplier will be required to indemnify the Contracting Authority against all possible claims under TUPE.
- 7.5 It is a further requirement that the successful supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process.

**Note. TUPE may apply to subsequent Call-Off Contracts but it does not apply to the establishment of this Framework Agreement due to it offering no commitment.*

8. Contract Monitoring

- 8.1 The Framework Manager is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the supplier/s and formally documented. It is possible that measurement criteria will develop during the term of the Framework Agreement - this will also be documented following agreement with the supplier/s.
- 8.2 Monthly contract financial performance monitoring may be necessary to ensure that the correct rebate amount is payable. The Framework Manager reserves the right to request audit data from client organisations to ensure management information is accurate. Failure by the client organisation to provide may result in the Framework Manager requesting volume supply information under the Freedom of Information Act.

9. Canvassing

9.1 Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the Framework Manager, or to any officer (or their partner) or employee (or their partner) of any Framework Manager member organisation or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:

- directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the MOI, PQQ or ITT); or
- directly or indirectly attempts to contact any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the MOI, PQQ or ITT); or
- directly or indirectly attempts to influence any member, employee, agent or contractor of the Framework Manager concerning the conduct of the process leading to the award of the contract, or the structure of the procurement process, or the structure of the contractual opportunity, save where this occurs in a manner provided for in the MOI, PQQ or ITT;
- directly or indirectly canvasses any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the MOI, PQQ or ITT);

may be disqualified from the procurement process by the Framework Manager in their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

10. Collusive Tendering

10.1 Any organisation forming part of a bid submission must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any procurement documents (including the PQQ and ITT). Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder; or
- communicates to any person other than Framework Manager the price or approximate price to be included in its response to the ITT or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response to the ITT or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
- enters into any agreement or arrangement with any other potential bidder that has the effect of prohibiting or excluding that potential bidder from submitting a response to the PQQ or ITT or as to the price to be included in any response to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other response to the PQQ or ITT or proposed response to the PQQ or ITT;

may be disqualified from the procurement process by the Framework Manager in their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

11. Guarantees

- 11.1 If the successful Tenderer is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Framework Manager within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Tenderer of its obligations to the Contracting Authority
- 11.2 If the successful Tenderer shall fail to provide the Guarantee within the period specified in 11.1 above, the Framework Manager shall by written notice to the Tenderer be entitled to treat such failure as putting an end to the Framework Agreement between the Contracting Authority and the Tenderer, and the Tenderer, shall thereupon be liable to pay to the Framework Manager damages, for such failure of such sum as shall be equivalent to the difference between the total whole term contract price of the contract with the successful tenderer and the total whole term contract price of the contract offered by the second placed Tender received by the Framework Manager which at the date such notice is given is still open for acceptance by Framework Manager .

12. The Framework Agreement

- 12.1 This procurement exercise concerns the conclusion of a Framework Agreement under which multiple Tenderers will be appointed to supply goods to client organisations on the terms agreed. A copy of a specimen Framework Agreement can be found in Schedule B.
- 12.2 The specification Schedule A and associated appendices, the terms and conditions at Schedule B together with any special requirements will form the basis of the resulting Framework Agreement between the successful Bidder and the Contracting Authority. Please confirm your understanding of this statement by completing the "Form of Offer" attached Schedule F.

13. Disclaimer

The information contained in this ITT is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither Framework Manager, or any of its members, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Bidder, any Relevant Organisation, bidder guarantors, their financiers or any of their advisers, orally or in writing or in whatever media.

Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant, but are not entitled to rely on any statement or representation made by Framework Manager, or any of its members or any of their advisers.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Framework Manager in relation to this procurement. No person has been authorised by the Framework Manager, or their advisers or consultants to give any information or make any representation not contained in this ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of this ITT or other pre-contract documentation.

The Framework Manager, accept no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Bidder in preparing for or participating in this tender process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between Framework Manager and any Bidder arising by virtue of this tender process.

In this paragraph, references to the ITT include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of Framework Manager or any of its advisers or consultants in connection with any other pre-contract document.

The Framework Manager reserve the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the ITT bids, in respect of the procurement.

Framework Manager shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the procurement, or any part thereof, at any time.

14. Bidder changes

Bidders are subject to an ongoing obligation to notify the Framework Manager of any material changes in their identity, financial or other circumstances. This includes, but is not limited to, changes to the identity of partner organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder. The Framework Manager should be notified of any material change as soon as it becomes apparent.

Failure to notify the Framework Manager of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification from the procurement. The Framework Manager reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Framework Manager may take into account whether such change is material to the delivery of the contract.

15. Procurement Costs

Each Bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. Framework Manager will not be responsible for any costs incurred by any Bidder or any other person through this process, including but not limited to any exit or de-commissioning costs.

The Framework Manager will not be responsible for any costs and expenses (including legal costs and expenses) that result from delay to this procurement process or from the abandonment of this procurement process.

16. Publicity

No publicity regarding this procurement process or the award of any contract will be permitted unless and until Framework Manager has given express written consent to the relevant communication and has approved the detail of any such communication. Without prejudice to the generality of the foregoing, no statements shall be made to the media regarding the nature of any response to a PQQ or this ITT relating to this process, its contents, any ongoing dialogue between Framework Manager and any Bidder or any proposals relating to it, without the prior written consent of Framework Manager.

17. IPR

All procurement documentation issued in connection with this procurement shall remain the property of Framework Manager and shall be used by the Bidder only for the purposes of this procurement.

18. Law and Jurisdiction

Any dispute (including non-contractual disputes or claims) relating to this procurement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement (including non-contractual disputes or claims).

19. Prerequisites ☒ (only applicable to the tender if this box is checked, open procedure only and must be referenced in the OJEU notice)

Bids that fail to meet the minimum standard as denoted in Schedule C may be rejected. This includes those that are ineligible to tender on a ground specified in regulation 57 of the Public Contract Regulations 2015. Bidders that fail to satisfy the Authority of meeting the minimum standards set out both economically and technically will be deemed ineligible and not have their bid further assessed.

It is recommended the bidders assess Schedule C and satisfy themselves of their own compliance before completing the Non-financial and commercial response schedules.

20 Contingency Plans & Business Continuity

This is for information only. The Authority requires holding on file any contingency and business continuity plans of all of its suppliers. Where you do not have any formal contingency plans in place, you must agree to work with the Authority to produce these over the initial contract term to mitigate any risk which may occur and affect contract performance.

Successful Applicants will be required to provide copies of what contingency plans their organisation has in place if any of the following incidents were to occur:

- 20.1** Fire at your premises
- 20.2** IT failure at your premises
- 20.3** Industrial action by your staff
- 20.4** National industrial action (e.g. the fuel dispute)
- 20.5** Force majeure (e.g. Terrorism, Piracy, Extreme Weather, Grounded flights)

12. CALL OFF CONTRACT AWARD PROCESS

The following sets out the process by which call off contracts may be awarded under the Framework Agreement by client authorities.

A client authority wishing to call-off the framework agreement will be advised by the Framework Manager to follow the below process before awarding a call off contract. Clients should review information submitted by all framework suppliers in the “Framework Catalogue” and satisfy themselves that they have chosen the most economically advantageous offer based on their requirements using the following flexible award criteria:

Criteria	Weighting %
Price	40-60%
Non-financial including Service offering and implementation, savings and reporting, ordering, Deliver and stock, Customer service/support	40-60%
Total	100%

To ensure clients choose the most economically advantageous offer for their organisation they shall review all five supplier framework awards and apply the following due-diligence:

Step 1: Choose flexible award criteria weightings from the above table.

Step 2: Review the non-financial information

Clients will need to document that they have:

1. Assigned weightings for each sub criterion; Service offering and implementation, savings and reporting, ordering, Delivery and stock and Customer service/support.
2. Reviewed schedule 5 “Specification and Tender Response Document for each awarded supplier;
3. For all suppliers have scored responses to all the Non-financial questions using the Likert scale below based on their individual requirements;
4. Calculated the total non-financial % that they have scored for each supplier.

Likert scale:

Rate	Qualifier
0	No Confidence
1	Serious concerns
2	Concerns, Some Confidence
3	Acceptable, Confident
4	Exceptionally Confident

Step 2: Review the commercial schedules of each awarded supplier and choose the catalogue price based on client’s tail end spend requirements. The Supplier with the lowest

service cost will gain the full commercial score available (this will be between 40-60% depending on the flexible weightings the client decides on in step 1) each supplier's cost above this will be proportionate by using the following formula:

$$(\text{lowest service cost} \div \text{Supplier service cost}) \times \text{commercial weighting chosen by the client in step 1} = \text{Commercial score}$$

Step 3: Add the commercial and non-financial scores together to give the client their highest scoring supplier based on the client's requirements.

If clients are satisfied with the outcome as calculated above, they will contact the highest scoring supplier and finalise terms such as; period and/or service level agreement. Final prices may be below this cap based on a client's specific requirements.

The client authority should then request a unique call-off reference number from the Framework Manager. Finally both parties should complete the template order form at Schedule 7 of the Framework Agreement "Template order form". Sign-off and award a call-off contract comprising documents (a)-(e) as outlined in schedule 7 of the Framework Agreement.

13. LIST OF APPENDICES

SCHEDULE.	Title	Contents	Action
A	Framework Agreement Specification	Specification of the subject matter of the procurement	Applicant should read the specification and ensure they can provide the services listed.
B	Framework Agreement (including all Schedules and Appendices)	<ul style="list-style-type: none"> NHS FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS APPENDIX A- CALL OFF TERM AND CONDITIONS FOR THE SUPPLY OF GOODS 	Read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – Form of Offer (as listed in 2 above)
C	Prerequisites	Mandatory/Discretionary and Minimum requirements of all Applicants	Applicants are required to complete all questions in prerequisites in SCHEDULE C. Alternatively; Applicants may submit their European Single Procurement Document, which must be completed in full.
D	Non-Financial Schedule	Technical criteria to be assessed within this document	This document once completed should be uploaded as part of tender response to the e tendering portal BRAVO
E	Commercial Schedule	Commercial offerings to be detailed within this document	This document once completed should be uploaded as part of tender response to the e tendering portal BRAVO
F	Form of Offer	Formal Commitment of Applicant to Tender Offer	An unamended copy must be signed by an appropriate person with the authority to commit the Applicant to the Tender offer and the Framework Agreement. This document is in PDF format and should be printed, signed (electronic signatures will not be accepted) witnessed and dated, scanned and attached to the response submission via the e tendering portal BRAVO.
G	Certificate of Non Canvassing		This document once completed should be uploaded as part of tender response to the e tendering portal BRAVO