**DOCUMENT 2**

**Yorkshire and Humber NHS Pharmaceuticals Purchasing Consortium**

**TERMS OF OFFER**

**Contents**

1. The Yorkshire & Humber NHS Pharmaceuticals Purchasing Authority
2. **The Framework Agreement (Agreement)**
3. **Information and Confidentiality**
4. **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
5. **Right to Publish - Transparency agenda**
6. **Prices**
7. **Tender Response Guidance**
8. **Amendments to the Invitation to Offer**
9. **Estimated Quantities and Service Lots**
10. **Alternative Proposals**
11. **E-Auctions**
12. **Authority’s Rights**
13. **Warnings and Disclaimers**
14. **Eligibility Evidence - Standard Selection Questionnaire**
15. **Contract Award Criteria and Award Methodology**
16. **Evaluation Panel**
17. **Final Decision to Award**
18. **Costs and Expenses**
19. **Contract monitoring**
20. **Delivery**
21. **Variation to Agreement**
22. **Termination**
23. **Activity Based Income**
24. **Indicative Procurement Exercise Timeframes**
25. The Yorkshire & Humber NHS Pharmaceuticals Purchasing Authority
	1. The Leeds Teaching Hospitals NHS Trust (LTHT) hosts the Yorkshire and Humber NHS Pharmaceuticals Purchasing Consortium (YHPPC), (the Authority). The Authority is primarily responsible for the procurement of medicines and medicines services for 14 acute Trusts and the relevant Mental Health Trusts aligned to each Trust within the Yorkshire & Humber NHS Region. The aim of the Authority is to support Participating Authorities in delivering savings on medicines products/services expenditure, whilst improving and maintaining the quality of medicines products/services. The Authority will undertake procurement of medicines and services on behalf of other eligible organisations e.g. Pan North collaborative arrangements (Y&H, NE and NW NHS Regions) or wider national NHS Trust catchment as approved by the Authority. Provision for addition of new member organisations during any framework agreement resulting from this procurement exercise is required.
	2. The YHPPC (‘Authority’) is conducting this procurement exercise as a central purchasing body to establish a framework agreement (the ‘Framework Agreement’) for and on behalf of the Purchasing Authorities with whom the suppliers appointed to the Framework Agreement (‘Successful Offerors’) will ultimately enter into contracts under the Framework Agreement for the supply of the goods and/or services. The Purchasing Authorities are the organisations specified in Document 7 Member & Eligible Participating Organisations
	3. The Authority will not be a party to any such subsequent contracts under this Framework Agreement. In accordance with Regulation 37 of the Public Contracts Regulations 2015, each Participating Authority is and shall remain responsible for the conduct of its award of contracts under this Framework Agreement, including (but not limited to) fulfilling the requirements imposed by Regulation 33 of the Public Contracts Regulations 2015 when conducting an award of contract(s) under the Framework Agreement.
	4. The Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
		1. The conduct of Participating Authorities in relation to the Framework Agreement.
		2. The acts or omissions of a Participating Authority in connection with a contract between the successful Offeror and the Participating Authority entered into pursuant to the Framework Agreement; or
		3. The performance or non-performance of a contract between the successful Offeror and the Participating Authority entered into pursuant to the Framework Agreement.
	5. Offerors taking part in this competition consent to the terms set out in this Invitation to Offer as part of the competition process.
	6. All correspondence relating to this tender document, and to any subsequent contract, must be addressed to:
		1. Jennifer Bestford, Regional Homecare Specialist Pharmacy Technician

Yorkshire and Humber NHS Pharmaceutical Purchasing Consortium

C/o The Leeds Teaching Hospitals NHS Trust

Moor House, 125 Moor Road,

Hunslet, Leeds LS10 2JQ

Tel: (0113) 3927037

E-mail: Jennifer.Bestford@nhs.net

* + 1. During the tendering period, questions must only be sent via the eTendering system.

<https://health-family.force.com/s/Welcome>

1. **The Framework Agreement (Agreement)**
	1. The purpose of this tender is to provide a collaborative approach for the provision of services to supply Low & Mid Tech Homecare Medicines Services to Participating Authorities.
	2. This Framework Agreement allows any NHS, local authority and any partially funded or fully funded public sector entity to benefit from the framework without a complicated or expensive procurement cycle. Access to the agreement is subject to approval via YHPPC, no organisation outside of YHPPC should be provided access to the resulting framework pricing without the prior agreement of YHPPC
	3. The Framework Agreement will be available for use by Other Contracting Bodies (OCB’s) throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the Find A Tender advert with the prior agreement of YHPPC
	4. This Framework Agreement will be achieved by utilising a standardised risk based approach to the quality assessment of medicines and services to:
		1. Ensure consistent high quality of service
		2. Minimise risk to patients
		3. Maximise cost effectiveness
		4. Increase efficiency
		5. Reduce duplication of workload
		6. Maintain security and sustainability of supply
	5. This procurement exercise concerns the conclusion of a multiple provider unranked framework agreement for the supply of Low & Mid Tech Homecare Medicines Services, as made available under the Public Contracts Regulations 2015 Open Procedure. One or more successful Offerors will be appointed to supply goods and/or services on the terms agreed to such of the customers participating in the agreement as may place orders for such goods and/or services from time to time.
	6. The Authority reserves the right to divide the Framework Agreement by accepting any number of Offers
	7. Suppliers will be awarded to this Framework Agreement for a period of 2 years with option(s) to extend for up to a total period of 24 months
	8. Scope of the tender relates to supply of Low & Mid Tech Homecare Medicines Services
	9. The Authority cannot mandate the Participating Authorities to place any orders or any particular level of orders, nor can it require them to place orders with any particular successful Offerors. It follows that the Authority can give no warranty that any successful Offerors will receive any business or any particular level of business under the contract agreement.
	10. Participating Authorities will award call-off contracts via the direct award process as detailed in Schedule 7 of Document 5 - NHS Terms & Conditions for the Supply of Goods & Provision of Services Framework Version (Homecare Medicines-YHPPC), as made available under the Public Contracts Regulations 2015.
	11. By submitting an offer, an Offeror is deemed to acknowledge and agree that;
		1. the supply of goods and/or services under any Contract agreement resulting from this procurement exercise is not an exclusive arrangement; and
		2. despite the establishment of any contract agreement in accordance to this procurement exercise, the Authority and/or any of the Participating Authorities may at any time purchase goods and/or services from (and/or enter into other contracts and framework agreement with) any third party that are the same as, or similar to, the goods and/or services described in Document 8 - Specification.
2. **Information and Confidentiality**
	1. Information that is supplied to Offerors as part of the procurement exercise is supplied in good faith. However, Offerors must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Offerors of such information, unless such information has been supplied fraudulently by the Authority.
	2. All information supplied to Offerors by the Authority in connection with this procurement exercise shall be regarded as confidential. By receiving information in any manner whatsoever in relation to this procurement exercise, Offerors agree to be bound by the obligation to preserve the confidentiality of all such information.
	3. All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
	4. For these purposes, the Authority may disclose within Government any of the Offerors documentation/information (including any that the Offeror considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Offeror to the Authority during this procurement. The information will not be disclosed outside Government. Offerors taking part in this competition consent to these terms as part of the competition process.
	5. This Invitation to Offer and its accompanying documents shall remain the property of the Authority and shall be returned to the Authority on demand.
3. **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
	1. 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 (refer to as ‘FOIA). The Authority may therefore be required to disclose information submitted by the Offeror.
	2. Offerors should be aware of the Authority’s obligations and responsibilities under the FOIA to disclose, on request, recorded information held by the Authority. Information provided by Offerors in connection with this procurement exercise, or in connection with any Agreement that may be concluded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA applies.
	3. In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA and/or the Environmental Information Regulations 2004, the Authority may consider it appropriate to ask Offerors for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Authority must comply with a strict timetable and the Authority would, therefore, expect a timely response to any such consultation within five working days (a working day being any day of the week from Monday to Friday excluding Bank holidays in England).
	4. If Offerors provide any information to the Authority in connection with this procurement exercise, or with any Agreement that may be concluded as a result of this exercise, which is confidential in nature and which an Offeror wishes to be held in confidence, then Offerors must clearly identify in their offer documentation the information to which Offerors consider a duty of confidentiality applies. Offerors must give a clear indication which material is to be considered confidential and why it is considered to be so, along with the time period for which it is requested to remain confidential in nature. Such indications by Offerors shall also include the section number in FOIA for the applicable exemption and where the proposed exemption is classified as a qualified exemption under FOIA, Offerors must indicate clearly why they think that the result of the public interest test applicable under FOIA should be that the information is exempt. This information should be listed in Document 4 - Commercially Sensitive Information Schedule. The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate. In addition, marking any material as “confidential” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. Please note that even where an Offeror has indicated that information is confidential, the Authority may be required to disclose it under the FOIA if a request is received.
	5. The Authority cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
	6. In certain circumstances where information has not been provided in confidence, the Authority may still wish to consult with Offerors about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
	7. The decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with Offerors.
4. **Right to Publish - Transparency agenda**
	1. By submitting an Offer, an Offeror is deemed to acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, this Invitation to Offer and the content of any Agreement resulting from this procurement exercise will be published in accordance with the Government's policies on transparency as expounded in the Guidance published by the Cabinet Office. Further information on transparency can be found at: <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively>
	2. The Authority shall be responsible for determining whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The terms of the proposed Agreement will also permit a public sector contracting authority, awarding a contract under this Agreement, to publish the text of that contract, subject to possible redactions at the discretion of the Authority.
5. **Prices**
	1. Prices must be stated in the Document 8b - Commercial Schedule.
	2. Prices are to remain open and valid for acceptance for 270 days from the closing date of the tender.
	3. Prices must be firm (i.e. not subject to variation) for the duration of the Agreement and any Contract that may result from this procurement exercise subject only to any variation provisions contained in the Agreement and documents derived from this.
	4. Prices must be quoted in sterling (GBP) and exclusive of Value Added Tax
6. **Tender Response Guidance**
	1. Offers must be submitted for the full service requirements.
	2. The goods/services offered should be strictly in accordance with the Document 8 - Specification, Document 8a - Tender Return and Document 8b - Commercial Schedule.
	3. Alternative goods / services may be offered but all differences between such items and the specification must be indicated in detail within the tender response.
	4. The tender response and accompanying documents must be completed in full. Any offer may be rejected which:
		1. contains gaps, omissions or obvious errors, including non-return of documents listed in 7.20; or
		2. is received after the closing time and time.
	5. The tender response must be clear, concise and complete. The Authority reserves the right to mark Offerors down or exclude Offerors from the procurement exercise if their offers are ambiguous or lack clarity. Offerors should submit only such information as is necessary to respond effectively to this Invitation to Offer. Unless specifically requested, do not include extraneous presentation materials, documents or attachments. Any extraneous presentation materials, documents or attachments that have not been requested will be deleted without consideration.
	6. Offerors should ensure that they allow adequate time to upload the Tender, particularly where there are large documents. If Offerors have any problems and require further assistance with the e-Tendering Portal, they should:
		1. contact the ATAMIS helpdesk by email support-health@atamis.co.uk
		2. refer to the ATAMIS Supplier Management Guide (available via the ATAMIS site)
	7. Unless otherwise specified within the tender document, responses to each question are limited to 500 characters. Please ensure you do not exceed the number of characters allowed for each question. Any wording above the stipulated word count may be disregarded by the evaluators.
	8. All documents must be named:
		1. **SUPPLIER NAME\_Specification Reference Number\_Name of Document\_Lot Number**.

*Example YHPPC\_4.6\_Welcome Pack\_Lot1*

* 1. Electronic copies of the Tender shall be in Microsoft Office (Word/Excel) format, where requested. Do not send PDF documents unless expressly stated to in the document instructions. Any PDF submissions should have a search function available.
	2. Please do not insert any documents (embed) or HTML links to websites for the evaluators to “hunt” for the answers to the specific questions. All responses shall be provided in the format requested and relevant sections in the documents highlighted for evaluators. Any responses submitted that are not provided in the format requested may not be considered.
	3. Any unsolicited or erroneous attachments will be disregarded and may lead to the disqualification of the Offerors unless specifically requested for within the question.
	4. The maximum individual size for uploading documents via ATAMIS is 2GB. The Authority does not guarantee that you will be able to upload files up to the maximum size, particularly at busy times. It is recommended that Offerors should ensure files are well below the maximum size limit stated and allow plenty of time to upload to ensure enough time to resolve any technical difficulties before the deadline.
	5. For help in completing the tender response documentation / commercial and / or technical queries please send a message via ATAMIS message portal; <https://health-family.force.com/s/Welcome>
	6. Offerors may raise questions regarding this procurement at any time before the clarifications deadline
	7. All communications between the Offerors and the Authority must take place through the ATAMIS messaging system.
	8. Please note that any queries raised and the responses to those queries may be published anonymously to all Offerors in order to ensure transparency and fairness throughout the tender period. Responses to questions will not identify the source of the question and will be answered in batches rather than individually, with updates uploaded at regular intervals.
	9. The clarification deadline will occur no earlier than 7 calendar days prior to the submission deadline to provide Offerors with sufficient time to complete their bid.
	10. Offers must be written in English and submitted to the Authority via the electronic tendering system (ATAMIS) by **10:00hrs on Tuesday the 14th November 2023**.
	11. Any Tender received after the deadline may not be considered for evaluation. The Authority reserves the right to request Offerors to clarify information or documentation with a finite time for the Offerors to respond.
	12. Offers must comprise of;
		1. Standard Selection Questionnaire, parts 1,2 and 3, fully completed within the Authority’s electronic tendering system
		2. Document 2 - Terms of Offer (this document), completed within the electronic tendering system
		3. Document 3 - Certificate of Bona Fida Offer and Non-Canvassing, completed within the electronic tendering system
		4. Document 8a - Tender Response, completed and returned
		5. Document 8b - Commercial Schedule, completed and returned
	13. Offers may also include the following;
		1. Document 4 - Commercially Sensitive Information Schedule, completed and return if applicable
	14. Offerors must not for any reason alter the layout or format of any document they are required to complete unless the change has specifically been agreed with the Authority, otherwise the Authority reserve the right to consider the Tender as non-compliant.
	15. It is the responsibility of the Offeror to ensure that they fully understand the requirements, the Terms and Conditions and all supporting documents prior to submitting their tender response.
	16. Offerors shall abide by the terms set out in this ITO and ensure all of their staff, sub-contractors and consortium members do the same.
1. **Amendments to the Invitation to Offer**
	1. At any time prior to the closing time and date for the return of offers, the Authority may modify the documents comprising the Invitation to Offer by notifying Offerors via the eTendering system (ATAMIS).
	2. The Authority may extend the closing time and date for the return of offers to allow for significant amendments made by the Authority to be fully assessed and considered by Offerors.
2. **Estimated Quantities and Service Lots**
	1. Any volume estimates provided to Offerors by Authority staff are statements of opinion, provided in good faith and based on past experience and market knowledge, but they should not be relied upon by Offerors in formulating their offers.
	2. Estimated figures will be included for each Lot in Document 8 - Specification.
	3. The Service Lots within this Agreement;
		1. Lot 1 - Short Turn Around Homecare Medicine Services
		2. Lot 2 - Standard Turn Around Homecare Medicines Services
		3. Lot 3 - Controlled Collection
		4. Lot 4 - Clinical Services
		5. Lot 5 - Immunoglobulin Homecare Medicine Services
	4. There is no limit to the number of Lots Offerors can offer against and Offerors are not required to bid for more than one Lot.
3. **Alternative Proposals**
	1. Offerors are invited to submit alternative proposals if applicable that result in a beneficial offer to the Authority. All proposals should conform to UK Procurement Regulations.
	2. Any alternative proposals will not be considered in the adjudication process.
	3. Any Offerors wishing to discuss such proposals at tender submission stage should only make contact via e-messaging in the e-procurement system (ATAMIS)
4. **E-Auctions**
	1. This tender will not include an electronic reverse auction stage
5. **Authority’s Rights**
	1. The Authority reserves the right to:
		1. waive or change the requirements of this Invitation to Offer from time to time without prior (or any) notice being given by the Authority.
		2. seek clarification or documents in respect of an Offerors submission.
		3. disqualify any Offeror that does not submit a compliant offer in accordance with the instructions in this Invitation to Offer;
		4. disqualify any Offeror that is guilty of serious misrepresentation in relation to its offer or the procurement process;
		5. disqualify any Offeror who provides an unacceptable explanation in relation to requests from the Authority to explain price submissions considered to be abnormally low as required in Regulation 69 of the Public Contract Regulations 2015
		6. withdraw this Invitation to Offer at any time, or re-invite offers on the same or any alternative basis
		7. choose not to award any framework agreement as a result of the procurement process for any reason
		8. make whatever changes it sees fit to the timetable, structure or content of the procurement process, depending on approvals processes or for any other reason; and/or
		9. at any time terminate the procurement process for any reason.
6. **Warnings and Disclaimers**
	1. While the information contained in this Invitation to Offer is believed to be correct at the time of issue, neither the Authority, its employees or advisors, nor any Participating Authority 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 Invitation to Offer and in respect of any other written or oral communication transmitted (or otherwise made available) to any Offeror. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
	2. If an Offeror proposes to enter into an Agreement with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Agreement(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
	3. Neither the issue of this Invitation to Offer, nor any of the information presented in it, should be regarded as an offer, commitment or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
7. **Eligibility Evidence - Standard Selection Questionnaire**
	1. This is a mandatory requirement of the Public Contracts Regulations 2015 and any Offeror not completing and returning a satisfactory Standard Selection Questionnaire will be excluded from the tender exercise.
	2. Offerors are required to provide information about their eligibility for this procurement exercise and some of that information will be self-certified as accurate. This procurement exercise is following the Public Contracts Regulations 2015 and as such all Offerors must complete a Standard Selection Questionnaire.
	3. The e-tendering portal (ATAMIS) has been configured to allow Offerors to submit the mandated self-declarations of suitability, financial status and ability; it is used to collate preliminary evidence in all public procurement procedures above procurement thresholds.
	4. The self-declaration enables the Offerors to prove that:
		1. They are not in one of the situations in which they must be excluded or may be excluded from the procedure
		2. They meet the relevant exclusion and selection criteria.
8. **Contract Award Criteria and Award Methodology**
	1. A full description of the award criteria and award methodology to be used is provided Document 8c - Award Criteria&Methodology. Please refer to this document for required details and information.
	2. Prior to commencing evaluation, all Tender responses will be checked for compliance and completeness against the participation requirements listed in the ITT.
	3. For the avoidance of doubt, a Tender may be considered non-compliant if it is:
		1. Missing the level of mandatory information required to make an accurate assessment of the Offeror’s financial standing or experience in the industry
		2. The bid is submitted without attaching all mandatory documents
		3. The Offeror makes unauthorised amendments to tender documents
	4. All Offerors will be treated fairly and equitably, meaning that the Authority expects the Offeror’s to provide any clarification information required within 2 business days of the request via the ATAMIS Portal unless another timeframe is agreed with the Authority.
9. **Evaluation Panel**
	1. Offers will be evaluated by an evaluation panel against the award criteria. The evaluation panel may comprise members of the Yorkshire and Humber NHS Pharmaceutical Purchasing Authority, NHS Trust pharmacy procurement group representatives, NHS Trust pharmacy homecare group representatives, NHS commissioners and clinical experts.
10. **Final Decision to Award**
	1. Following evaluation of Offers in accordance with the award methodology set out in this Invitation to Offer, the Offerors who provide the tender response satisfying the award criteria and methodology process will be awarded to the Agreement.
	2. Once the Authority has decided to make an award of the Agreement the Authority will inform all Offerors via the eTendering Portal (ATAMIS) of its intention.
	3. At any time following a minimum standstill period of ten days, and subject to there being no substantive challenge to that intention, the Agreement will be formally awarded.
	4. Once the standstill period has lapsed, the final contract (Document 5 - NHS Terms & Conditions for the Supply of Goods & Provision of Services Framework Version (Homecare Medicines-YHPPC) document will be sent via ATAMIS DocuSign to the successful Offeror signatory for e-signature.
	5. A completed copy of the signed contract will be made available to the signatory to download and will also be accessible via the ATAMIS system in the supplier portal user. Please note the final contract will have the detailed sections of the template completed.
	6. As the Offeror is provided access to the template contract in the Tender pack then it is expected that the Offeror’s legal team would perform the relevant legal checks during the tender process. Questions regarding the Terms & Conditions must be raised with the project team prior to the clarification deadline. Questions raised past this date may not be answered and may not be considered.
11. **Costs and Expenses**
	1. The Authority will not be liable for any bid costs, expenditure, work or effort incurred by any Offeror in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority
12. **Contract monitoring**
	1. Suppliers must provide monthly reporting data by the 10th working day of the following month to the Authority
	2. service review meetings will be arranged to support ongoing contract management.
13. **Delivery**
	1. Delivery will be as set out in the ITO
14. **Variation to Agreement**
	1. During the period of Agreement any application for a variation to terms must refer exclusively to items contained in that Agreement. Submission of a standard circular will not be entertained as a request for variation.
15. **Termination**
	1. NHS Commercial Medicines Unit (CMU) may issue tenders on National/Regional levels which Trusts may participate in. As a consequence, where awards are made by CMU which affect awards made by Yorkshire & Humber NHS Pharmaceutical Purchasing Authority, Yorkshire & Humber NHS Pharmaceutical Purchasing Authority reserve the right to terminate awards made under Yorkshire & Humber NHS Pharmaceutical Purchasing Authority agreement.
	2. The NHS Terms and Conditions for the Supply of Goods and Provision of Services Framework Version (Homecare Medicines -YHPPC) includes details of Termination clauses.
16. **Activity Based Income**
	1. The YHPPC is a not for profit membership organisation within the NHS. The YHPPC team work with stakeholders to deliver value through procurement and improve efficiencies whilst improving and maintaining the quality of medicines, reduce clinical risk support sustainability, drive innovation and improve quality of care. The patient is at the centre of everything we do.
	2. To enable YHPPC to deliver these aims to non-member organisations we seek an Activity Based Income (ABI) agreement with successful Offerors. ABI is a percentage charge made to Offerors for all work they obtain under the Agreement for non-member organisation. Offerors which do not obtain work under the Agreement are not charged ABI.
	3. We keep ABI at, or below the market rate, between 1-5% (tender complexity dependant). Further information and the ABI percentage for this Agreement is provided in Document 5 - NHS Terms and Conditions for the Supply of Goods and Services Framework Version (Homecare Medicines-YHPPC).
	4. It is usually invoiced on a quarterly basis in arrears following the contract start date and is based on contracted spend reported by the Offeror through their Management Information.
	5. The charges where ABI is be added to, will be detailed in Document 8b - Commercial Schedule.
17. **Indicative Procurement Exercise Timeframes**
	1. The following is the anticipated timeframes for procurement exercise, and offerors should note that these dates are indicative and are subject to change upon notice of change from the Authority. Offerors should also note and observe the timeframes for the receipt of clarification queries as shown on the e-procurement system (ATAMIS) website.

|  |  |
| --- | --- |
| **Tender Stage** | **Date** |
| Final tender clarification questions submitted | 06/11/2023 |
| Tender documents returned via the e-tendering portal ATAMIS | 14/11/2023 |
| Evaluation period ends | 13/12/2023 |
| Authority Board approval to award concludes | 25/01/2024 |
| Pre-Award notification issued to Offerors | 26/01/2024 |
| Issue Award documents | 06/02/2024 |
| Agreement commences | 01/03/2024 |