

**DPS/11/CTS/21/AB – Capital Turnkey Solutions and Community Diagnostic
Centres Dynamic Purchasing System**

OUTLINE SPECIFICATION

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1. Introduction

- 1.1 The purchase of capital equipment often requires enabling works in order to complete a project. This Dynamic Purchasing System will offer a compliant route for Authorities to procure a turnkey solution in which one or more of the following elements would be delivered by one supplier: equipment supply, enabling works, design and build element, facilities management and financing.
- 1.2 The 2020 report Diagnostics: Recovery and Renewal by Professor Sir Mike Richards recommends the need for a new diagnostics model, moving the majority of elective diagnostics tests to facilities off main hospital sites, providing quicker and easier access to a range of tests supporting earlier diagnosis, greater convenience for patients and the drive to reduce health inequalities. The report recommends the setting up of community diagnostic hubs (now called centres) to deliver this, which will require both significant investment and compliant routes to contract. Where these may be sited on high streets or retail locations alterations to existing buildings is likely to be required, and where these are being set up as new stand-alone facilities there will be a greater build element. Offering both options as turnkey solutions would simplify the process for Contracting Authorities.
- 1.3 The scope will allow for the procurement of both capital equipment and enabling works for either type of project in a single contract, ensuring compliance and reducing time spent. Facilities management including maintenance and service contracts, as well as financing options shall also be included in the scope.
- 1.4 Authorities will determine which elements of the scope are required.
- 1.5 The purpose of this document is to provide a description of the Goods, Services and Works that a Supplier may be required to deliver to Contracting Authorities via this Dynamic Purchasing System (DPS).
- 1.6 This Dynamic Purchasing System will offer a solution for eligible public sector organisations wishing to invest in the development of new facilities. The DPS will allow eligible public sector organisations to procure a Supplier who can provide a turnkey solution when purchasing capital equipment, including the design, build and equipping of the facilities and where required maintain the facility and its equipment on an ongoing basis. The solution could be new build, modular or fit out, and could be located on site, or off site depending on client requirements.
- 1.7 This Specification is broad in its design to enable application to individual projects. Please note the requirements set out in this Specification are not exhaustive. The scope of each individual project may be refined by the Contracting Authority to reflect the specific requirements for that project and will be detailed at Call Off Contract stage.
- 1.8 The Supplier shall provide the goods, works and services in accordance with the requirements set out in this document, and as may be further detailed in any subsequent specific Call Off Contract.

1.9 Specialist requirements for Call Off Contracts will be specified by the Contracting Authority. For example, such specialist requirements may include, but are not limited to:

- 1.9.1 a) Specific security clearances,
- 1.9.2 b) Sector specific requirements and/or experience; and
- 1.9.3 c) Standards for the works and services specific to the Call Off Contract.

The detailed scope of works and services required for each individual project will be specified at Call Off Contract stage.

2. Lots

2.1. The Goods, Services and Works are divided into two Lots:

- Lot 1 – Capital Turnkey Solutions
- Lot 2 – Community Diagnostic Centres

2.2. The Goods, Services and Works within each Lot are contained in sections 3 to 8 of this Outline Specification and are not an exhaustive list. Contracting Authorities may require other similar Goods, Services and/or Works, which will be detailed in the Call Off Contract award procedure.

2.3. Requirements and Key Performance Indicators (KPIs) that apply to the Goods, Services and/or Works for each Lot are not set out in this Specification but will be set out by the Contracting Authority during the Call Off Contract award procedure.

3. Mandatory Requirements (All Lots)

3.1. The Supplier shall meet the Lot-specific mandatory requirements listed below, for each Lot to which they are appointed under this Dynamic Purchasing System.

3.2. The obligations set out in this Outline Specification are in addition, and without prejudice, to what is set out in any Call Off Contract.

3.3. All products supplied must be compliant with all relevant UK, BS EN or ISO standards, and any relevant standards that are adopted during the DPS period.

Standards and Legislation

3.4. The Supplier shall at all times for the duration of this Dynamic Purchasing System, and the term of any individual Call Off Contract, comply with the relevant standards for the scope of the goods, works and services required, including but not limited to, the following:

- 1. a Quality Management System supported by the International Organisation for Standardisation ISO 9001 Quality Management System, or ISO 13485 or equivalent;
- 2. Business Continuity Plan.

3.5. Contracting Authorities may include additional requirements in their Call Off documentation, including but not limited to the following:

1. an Environmental Management System supported by the International Organisation for Standardisation ISO 14001 Environmental Management System or equivalent;
 2. Cyber Security Essentials accreditation.
- 3.6. The Supplier shall ensure that their goods, works and services are at all times compliant with the Law of the United Kingdom, as applicable to the jurisdiction applicable to the Call Off Contract.
- 3.7. Such compliance shall include all relevant primary and secondary legislation relevant to the DPS Agreement Contract Documents and Call Off Contract. The Supplier shall support the Client in ensuring compliance with all regulations, including the implementation of any relevant procedures.

Insurances

- 3.8. The Supplier shall ensure that it will have in place and maintain the insurances detailed in the DPS Agreement. Individual projects may require additional levels and/or types of insurances, which will be detailed in the Call Off Contract, and the Supplier shall comply with the same.

Contract Management

- 3.9. The Supplier must operate a defined and documented contract management process.
- 3.10. The Supplier must operate a defined and documented quality management system.
- 3.11. The Supplier will effectively communicate with and manage the supply chain to deliver the Services for and with Clients.
- 3.12. Contracts will be delivered in accordance with defined programmes of work to be agreed with each Client for each Contract called off from the DPS.
- 3.13. The Supplier will ensure that any Goods, Works and/or Services are delivered with minimum disruption to the day-to-day operations of the Client and do not negatively impact the normal operations of the Client's service.
- 3.14. The Supplier will effectively performance manage any Subcontractors (and their supply chains) in delivering the Goods and/or performing the Works and/or Services.

Quality Control

- 3.15. The Supplier shall ensure the goods, works and services delivered for each project meet all the quality requirements as set out in the individual Call Off Contract.

Health and Safety

3.16. The Supplier shall fully understand their duties under Construction (Design and Management) Regulations 2015 and must discharge these duties accordingly.

3.17. The Supplier shall manage health and safety in line with the requirements for individual Call Off Contracts.

Sustainability

3.18. In line with the Carbon Budget set by the UK Government, and the target to reach net zero for both the NHS Carbon Footprint and NHS Carbon Footprint Plus, the DPS Manager is committed to sustainability and places great importance on ensuring sustainability is considered as part of all Call Off Contracts. The DPS Manager is committed to optimising the positive impact of construction activities and minimising any adverse impacts that construction has on the environment. The Supplier shall support the Client in achieving these goals across the lifecycle of the project through the design process, materials selection, construction techniques and construction methods implemented.

3.19. The Supplier shall ensure that it adheres to Government guidance and best practice in all aspects of sustainability. This includes (but is not limited to):

- Greenhouse gas emissions
- Waste generation
- Energy Consumption
- Water consumption
- Use of sustainable and efficient products
- Reuse and responsible recycling of all Information and Communications Technology equipment
- Drainage
- Biodiversity
- Environmental Impact
- Flooding
- BRE Environmental Assessment
- Apprenticeships and sustainable skills development
- Diversity and inclusion

4. Design of Works (All Lots)

4.1. Client organisations may have existing designs or may require the Supplier to design to meet their requirements. Where designs are provided by an organisation, Suppliers should be able to suggest and provide innovations and improvements where requested by the organisation.

4.2. Client organisations will be able to see and comment on the progress of designs. Suppliers may be asked to follow the RIBA Plan of Work, with approval sought at each stage.

4.3. The Supplier must be capable of producing detailed drawings as part of the design phase such that any works undertaken do not invalidate any warranties for the capital equipment purchased, and the equipment can be installed and operate effectively.

- 4.4. The Supplier must be capable of the design of any construction work required to deliver the required solution. Unless derogations are agreed, the design must meet all appropriate standards including, where appropriate, Health Technical Memoranda and Health Building Notes and all client specific requirements, described in the briefing material for any proposed project.
- 4.5. The following list details roles and responsibilities which the Supplier must be capable of carrying out:
- The preparation, development and completion of detailed designs, including construction drawings and specifications where required.
 - Design Considerations: Ensure all design considerations are taken into account during the design phase. For example, buildability, practicality, clinical safety standards, efficiency, health and safety, material suitability, waste management and reduction.
 - Leading the design process in a proactive manner. For example, this may include taking the lead on design progress meetings, design review workshops and any issues that arise during the design phase.
 - Design Deliverables: Review and agree the design deliverables with the Client.
 - Review of existing documentation: Carry out a detailed review and provide feedback on any existing documents, drawings or specifications which may impact the final design output of this Phase. This may include documents relating to compliance with appropriate standards such as health and safety and environmental regulations.
 - Risk: Develop and manage a risk register to cover this Phase of Contract.
 - Information Exchange: Facilitate and support the exchange of information between all appropriate parties involved in the project to support the programme.
 - Change Management: Proactively manage change throughout the design phase of the contract. Any changes and their potential impacts must be highlighted to the Client at the earliest available opportunity.
 - Subcontractor management: Proactively manage any Subcontractor involved in this phase of the contract as agreed with the Client.
- 4.6. The Supplier must be capable of contributing to the development of an agreed construction programme and methodology as required by the Client. The specific role the Supplier will take in this will be defined at Call Off Contract Stage. This may include:
- Overall schedule for the construction phase with consideration for optimum phasing and sequencing
 - Logistics planning
 - Constructability advice
 - Pre-fabrication and pre-assembly planning if required
 - Details of operational interfaces and handovers
 - Advanced works
 - Mobilisation
 - Commissioning
 - Equipment Validation

Design Standards

- 4.7. The Supplier shall at all times for the duration of this Framework Agreement, and the term of any individual Call Off Contract, comply with the relevant standards required of a company carrying out design work.
- 4.8. The Supplier shall complete all design work required under any individual Call Off Contract, in accordance with the relevant design standards for the scope of the works and services required.

5. Build (All Lots)

- 5.1. The Build Services comprise the construction required for an individual project in accordance with the requirements identified in the design services delivered under this agreement and by the client.
- 5.2. The specification for the Build Phase will be a product of the Design Phase where existing designs are not being used, and will be mutually agreed between the Client and the Supplier. The list below provides an example of what the specification may cover. This list is not exhaustive.
- Foundations
 - Structural frame
 - Fire protection
 - Floor slabs
 - Damp proof membrane
 - Screed to floor slabs
 - Plantroom
 - Damp proof course
 - Cavity trays
 - External walls (masonry)
 - Lintels to external walls (masonry)
 - Windows
 - Curtain walling
 - Cillboards
 - External doors
 - Internal partitions
 - Roof
 - Internal doorsets
 - Wall access panels to service risers and electrical cupboards
 - Ironmongery
 - Glazed screens
 - Emergency breakout panels
 - Floor finishes
 - Wall finishes
 - Suspended ceilings
 - Sanitary fittings
 - Fitted furniture
 - Fixtures and fittings
 - Wall and corner protection
 - Signposting
 - Drainage above ground

- Drainage below ground
- External hard works
- External soft works
- External services
- MEP services

5.3. The Supplier shall ensure that their works are at all times compliant with all laws, standards and client policies applicable to the scope of the Call Off Contract.

6. Equipment (All Lots)

6.1. The Supplier is responsible for providing and installing equipment as laid out in the call-off documentation for each individual project, and in accordance with the requirements identified in the design services delivered under this agreement and by the client.

This is applicable both where the Works are enabling works for the installation of capital equipment, and where the Works form the larger part of the client requirements, as in Lot 2.

6.2. At Call Off Contract stage, the Client will detail their required level of involvement in the selection of this equipment. Some Clients may want to decide for themselves which equipment is to go into the new facility; where as other Clients may want to leave the selection of equipment to the Supplier.

6.3. The Supplier must ensure that the equipment is in conformance with all applicable standards and guidance. Client organisations may determine specific standards at call-off stage.

6.4. Proof of conformance to required standards will be provided to NHS Organisations and to the DPS Manager on request.

7. Finance – OPTIONAL (All Lots)

7.1. Clients may request that Suppliers bring project specific finance as well as ongoing provision of appropriate facilities management, of the scope and scale required by an eligible public sector user of the DPS. The scope of the agreement will include this option.

7.2. Subject to the Client's requirements, the Suppliers offering this should be able bring innovative financing solutions to facilitate the delivery of land and building based capital projects. The Supplier should be in a position to discuss the impact of a variety of funding mechanisms to the Client and assist in helping the Client decide on the most appropriate form of financing for the Client's situation, based on appropriateness to the project type, affordability and value for money.

7.3. Clients may choose that financing must be secured and be transferrable in the event that a Contract is terminated for Supplier breach.

- 7.4. Suppliers offering finance options should be in a position to describe the range of funding options they might offer and ensure they are in a position to fund projects, at the point of contract signature.
- 7.5. For the avoidance of doubt, provision of finance is not a mandatory requirement under this Agreement. However, where suppliers wish to offer this option provision may be made under this Agreement.

8. Lot 1 – Capital Turnkey Solutions

- 8.1. The Goods, Services and Works provided under this Lot pertain to the procurement of capital equipment and/or any enabling works required. This may take the form of a design and build project, and the Supplier will be responsible for providing the end to end solution required by an Authority.
- 8.2. The scope includes maintenance and service contracts for Goods provided if required. Suppliers may be required to submit design proposals to the Contracting Authority at Call Off stage. Suppliers shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of the Contract.
- 8.3. Enabling works under this agreement are those works which are required for the installation of the relevant capital equipment, and are not intended to be expanded to wider works projects. As a guideline, the value of works should be equal to or less than the value of the equipment.
- 8.4. Suppliers undertaking enabling works must be capable of producing detailed drawings as part of the design phase such that any works undertaken do not invalidate any warranties for the capital equipment purchased, and the equipment can be installed and operate effectively.
- 8.5. Clients may choose to procure one or more elements separately. Agreements may include one or more of the following elements: equipment supply, design and build element, works, facilities management and financing. The required elements and scope will be determined at Call Off stage prior to commencement of the Contract.

9. Lot 2 – Community Diagnostic Centres

- 9.1. The Goods, Services and Works provided under this Lot pertain to the design and build of community diagnostic centres and may include the procurement of any capital equipment required as part of the project. Where this is required, the Supplier should submit proposals to Clients to ensure equipment meets their requirements.
- 9.2. Where the Supplier is not the Original Equipment Manufacturer (OEM) for the equipment being supplied, all design proposals, building works and installation must be completed to the standard and specification required by the OEM to ensure the safe and optimal operation of all equipment.

- 9.3. The scope includes maintenance and service contracts for Goods provided if required. Suppliers shall agree the scope of works with the Contracting Authority at Call Off stage prior to commencement of the Contract.
- 9.4. Suppliers may be required to submit design proposals to the Contracting Authority at Call Off stage.
- 9.5. Staffing of new community diagnostic centres may be required by the Contracting Authority, either during mobilisation and/or on an ongoing basis. If this is required, it will be detailed at Call Off stage.
- 9.6. Clients may choose to procure one or more elements separately. Agreements may include one or more of the following elements: equipment supply, design and build element, works, facilities management and financing. The required elements and scope will be determined at Call Off stage prior to commencement of the Contract.

10. Management of the Dynamic Purchasing System

- 10.1. The Supplier shall provide the DPS Manager with timely, accurate and complete Management Information (MI) Reports each Month on the Reporting Date using the MI Reporting Template. The MI Reporting Template is provided as a separate attachment titled "6. DPS11 - MI Reporting Template" for information.
- 10.2. The DPS Manager will monitor expenditure through the Supplier's MI Reports. A Management Levy of 1.5% of all Charges invoiced to Contracting Authorities throughout the duration of each Call Off Contract will be invoiced based on this information. Call Off Contracts may exceed the DPS expiry date and in such cases the Management Levy will continue to be paid until the Call Off Contract expiry date. Invoices will be issued monthly and will be due within 30 days.