

# Invitation to Tender

for

## A Managed Service for the Provision of Digital Transformation Solutions

### National Framework Agreement

**Project Ref: F/050/MDTS/18/MH**

#### **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"/>

#### **CLOSING DATE FOR RETURNS:**

**Friday 28<sup>th</sup> September 2018 14.00BST**

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## 1. BACKGROUND TO THIS FRAMEWORK AGREEMENT

The National Health Service (NHS) is facing a period of intense pressure. Authorities are being challenged to deliver services more efficiently, improving access, quality and the patient experience, resulting in improved patient outcomes, whilst doing so within constrained financial resources.

In October 2014, NHS England published the “Five Year Forward View” (FYFV), which described how the NHS needs to change by 2020 to ensure sustainability within the ever changing needs of the population. The FYFV describes how technology is a key enabler of this change and that the NHS needs to ‘raise its game’ where technology is concerned so that it can improve predicting, diagnosing and treating diseases. Technology is also key to reshaping care quality, harnessing it to drive down variation in the quality and safety of care.

The FYFV describes how the NHS needs to empower patients, through the use of technology, improving information which people have access too, not only clinical advice but information about conditions and history. The NHS needs to exploit the digital revolution, harnessing the existing asset base of personal smartphones to support the delivery of technological solutions for both patients and staff.

The Countess of Chester Hospital NHS Foundation Trust’s Commercial Procurement Service therefore wishes to establish a framework to enable and support digital transformation within the NHS and wider public sector. The purpose of this Framework is to enable a provider to supply both agile technological solutions and also harness and deliver scalable solutions developed at a local level, under a managed service. The successful supplier will be a provider of technology and informatics services, who will support client organisations in delivering the FYFV technology vision.

The Countess of Chester Hospital NHS Foundation Trust’s Commercial Procurement Service anticipates appointing the highest scoring Tenderer (which has met the minimum requirements which are set out in these ITT documents) to supply the services detailed within the specification at SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION.

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

The Countess of Chester Hospital NHS Foundation Trust (the 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 innovative businesses and ideas. Further information can be obtained from the website [www.coch-cps.co.uk](http://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 Participating Authorities and issue draft contracts for consideration between Participating 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 scope and purpose of this Framework is to enable and deliver efficient integrated health and social care services through the best use of digital technology, predominantly across the NHS and Local Authority Sector. However, this Framework is open to all public sector bodies in the UK as listed below.

The public sector in the United Kingdom (UK) is comprised of many 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 utilities agents, such as water authorities. UK public sector procurement bodies must comply with the Public Procurement Regulations, as derived from European Union (EU) treaty principles. 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). To provide bidders with information on potential users of the Framework Agreement the following organisations are considered the core client base:

Central Government Departments, Local Government and Public Corporations that can be accessed at the Public Sector Classification Guide:

<https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide>

Please note Central Government departments may be subject to Government Digital Service approval before using the Framework Agreement.

Local Authorities (England and Wales)

<http://www.local.gov.uk/digital-councils/connect/a-z-councils-online>  
[www.ubico.co.uk](http://www.ubico.co.uk)

Non-Departmental Public Bodies (NDPDs)

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

National Parks Authorities

<http://www.nationalparks.gov.uk/>

Educational Establishments in England and Wales, maintained by the Department for Children, Schools and Families including Schools, Universities and Colleges but not Independent Schools

<http://www.education.gov.uk/edubase/home.xhtml>

Police Forces in the United Kingdom

<https://www.police.uk/contact/force-websites/>

Police Forces and Special Police Forces in the United Kingdom, and/or Police and Crime Commissioners (as defined by the Police Reform and Social Responsibility Act 2011) and/or the Police Authorities (as defined in the Police Act 1964, Police Act 1996, Serious Organised Crime and Police Act 2005, Police and Justice Act 2006, Police, Public Order and Criminal Justice (Scotland) Act 2006), and other relevant legislation for the constituent parts of the United Kingdom, for their respective rights and interests

Fire and Rescue Services in the United Kingdom

<http://www.fireservice.co.uk/information/ukfrs>

<http://www.nifrs.org/areas-districts/>

<http://www.firescotland.gov.uk/your-area.aspx>

NHS Bodies England

<http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/CCGListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/MentalHealthTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/CareTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/AreaTeamListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx>

Hospices in the UK

[https://www.hospiceuk.org/about-hospice-care/find-a-](https://www.hospiceuk.org/about-hospice-care/find-a-hospice?qclid=CPLU3cD7zdECFdaRGwodNeoDyw)

[hospice?qclid=CPLU3cD7zdECFdaRGwodNeoDyw](https://www.hospiceuk.org/about-hospice-care/find-a-hospice?qclid=CPLU3cD7zdECFdaRGwodNeoDyw)

Registered Social Landlords (Housing Associations)

<https://www.gov.uk/government/publications/current-registered-providers-of-social-housing>

Third Sector and Charities in the United Kingdom

<http://www.charitycommission.gov.uk/find-charities/>

<http://www.oscr.org.uk/search-charity-register/>

<http://www.charitycommissionni.org.uk/charity-search/>

Citizens Advice in the United Kingdom

<http://www.citizensadvice.org.uk/index/getadvice.htm>

[www.cas.org.uk](http://www.cas.org.uk)

<http://www.citizensadvice.co.uk/>

Scottish Public Bodies

The framework agreement will be available for use by any Scottish Public Sector Body: the Authority; Scottish Non-Departmental Public Bodies; offices in the Scottish Administration which are not ministerial offices; cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998; the Scotland Office; the Scottish Parliamentary Corporate Body; councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994 (except where they are acting in their capacity as educational authority); Scottish joint fire boards or joint fire and rescue boards; Scottish joint police boards or any successor National Police or Fire Authority; Scottish National Park authorities, bodies registered as social

landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited, Northern Lighthouse Board, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005 any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing.

Scottish Government

<http://www.gov.scot>

Scottish Parliament

<http://www.scottish.parliament.uk/abouttheparliament/27110.aspx>

Scottish Local Authorities

<http://www.gov.scot/About/Government/councils>

<http://www.scotland-excel.org.uk/home/Aboutus/Ourmembers/Associate-members.aspx>

Scottish Agencies, NDPBs

<http://www.gov.scot/Topics/Government/public-bodies/about/Bodies>

Scottish NHS Bodies

<http://www.gov.scot/Topics/Health/NHS-Workforce/NHS-Boards>

<http://www.show.scot.nhs.uk/organisations/>

Scottish Further and Higher Education Bodies

<http://www.universities-scotland.ac.uk/index.php?page=members>

<http://www.collegesscotland.ac.uk/member-colleges.html>

[http://www.sfc.ac.uk/aboutus/council\\_funded\\_institutions/WhoWeFundColleges.aspx](http://www.sfc.ac.uk/aboutus/council_funded_institutions/WhoWeFundColleges.aspx)

Scottish Police

<http://www.scotland.police.uk/your-community/>

Scottish Housing Associations

[http://www.sfha.co.uk/component/option,com\\_membersdir/Itemid,149/view,membersdir/](http://www.sfha.co.uk/component/option,com_membersdir/Itemid,149/view,membersdir/)

The Scotland Office

<https://www.gov.uk/government/organisations/scotland-office>

Registered Social Landlords (Housing Associations) - Scotland

<http://directory.scottishhousingregulator.gov.uk/pages/default.aspx>

Scottish Primary Schools

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

Scottish Secondary Schools

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

Scottish Special Schools

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

Welsh Public Bodies

National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities, and all bodies covered by:

<http://www.assembly.wales/en/Pages/Home.aspx>

<http://gov.wales>

NHS Wales

<http://www.wales.nhs.uk/ourservices/directory>

Housing Associations – Registered Social Landlords Wales

<http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>

Universities in Wales

<http://www.uniswales.ac.uk/universities/>

Colleges in Wales

<http://www.collegeswales.ac.uk/Find-a-College>

Schools in Wales (nursery, primary, middle, secondary, special, independent schools and pupil referral units)

<http://gov.wales/statistics-and-research/address-list-of-schools/?lang=en>

Northern Ireland Public Bodies

Northern Ireland Government Departments

<http://www.northernireland.gov.uk/gov.htm>

Northern Ireland Public Sector Bodies and Local Authorities

<https://www.nidirect.gov.uk/contacts/contacts-az/general-register-office-northern-ireland>

Schools in Northern Ireland

<http://apps.education-ni.gov.uk/appinstitutes/instmain.aspx>

Universities in Northern Ireland

<https://www.nidirect.gov.uk/articles/universities-and-colleges-northern-ireland>

Health and Social care in Northern Ireland

<http://www.hscni.net/>

Northern Ireland Housing Associations

[http://www.nihe.gov.uk/index/about/contact\\_us\\_home/your\\_nearest\\_office.htm](http://www.nihe.gov.uk/index/about/contact_us_home/your_nearest_office.htm)

Police Service of Northern Ireland

<http://www.psnl.police.uk/index.htm>

Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and (i) financed wholly or mainly by another contracting authority listed above in this section of this ITT;

(ii) subject to management supervision by another contracting authority listed above in this section of this ITT; or

(iii) more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above in this section of this ITT

(iv) an association of or formed by one or more of the Contracting Authorities listed above in this section of this ITT

Entities which are not public sector bodies may also use the Framework Agreements if the Authority is satisfied that:

- such entity is calling-off goods and/or services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Agreements on their own account;
- all goods to be called-off by it are to be used directly, solely and exclusively to provide goods and/or services at sites occupied by such public sector body(ies); and
- it will pass the benefit of the call-off contract to such public sector body(ies) directly, in full and on a purely “pass-through” basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of goods and/or services imposed on the relevant public sector body(ies), who must be able to benefit from the terms of the Framework Agreements in a like manner and to the same extent as if using the Framework Agreements on its/their own account.

Any ‘bodies governed by public law’ which under the Public Contracts Regulations 2015 means bodies that have all of the following characteristics

- (a) they are established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character;
- (b) they have legal personality; and
- (c) they have any of the following characteristics:—
  - (i) they are financed, for the most part, by the State, regional or local authorities, or by other bodies governed by public law;
  - (ii) they are subject to management supervision by those authorities or bodies; or
  - (iii) they have an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities, or by other bodies governed by public law.

## 4. HOW THE FRAMEWORK WILL OPERATE

This Framework Agreement will be a single supplier Framework Agreement and as such no further competition will be required once awarded. Client Organisations wishing to call-off from the Framework Agreement may engage directly with the successful Supplier and finalise their requirements based on local factors. The Framework Agreement will run for a four year term; however call-off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement term.

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



1. The successful Supplier canvasses potential Client Organisations to generate interest.
2. Interested Client Organisations 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 Organisations with a briefing pack and a copy of the Framework Agreement.
5. The Client Organisations award a call-off contract. At this point, the Client Organisation will be referred to as a Participating Authority. Please see section 12 below for details of the process that Client Organisations will follow to award a call off contract.
6. The Framework Manager will issue the Participating Authority with a unique reference number which the Participating Authority can use to call-off the services under this Framework Agreement. Participating Authorities attempting to engage the successful Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance.
7. The Participating Authority may use the model contract templates as developed within this Framework Agreement.
8. The Framework Manager will monitor expenditure through the successful Supplier's management reports. Management fees as detailed within this ITT will be invoiced based on this information at the rate and frequency stated.

## 5. HOW THIS INVITATION TO TENDER PROCESS WILL WORK.

### Open Procedure

Following the close of the ITT period, bids 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 bids, along with narrative as to how the scores were applied and the characteristics and relative advantages of the winning bid. A minimum 10 calendar day standstill period will follow prior to concluding the Framework Agreement which will be formed upon the exchange and signing of Framework Agreement documents. Where a single Tender is received, no standstill period will be required. Following the signing of the Framework Agreement documents an Award notice will be published in the Official Journal of the European Union and on the UK Government's Contracts Finder website.

## 6. TIMETABLE

Tenderers 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
OJEU advertisement sent for publication	28 <sup>th</sup> August 2018
Last date and time for the submission of Clarification Questions	Friday 21 <sup>st</sup> September 2018 14.00BST
Invitation To Tender closing date and time.	Friday 28 <sup>th</sup> September 2018 14.00BST
Opening of Tenders and commencement of evaluation process.	Monday 1 <sup>st</sup> October 2018 09.00BST
End of evaluation process and notification of intent to award. Standstill period begins.	October 2018
Framework Agreement conclusion and launch date.	October 2018

## 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 Tenderer following the Framework Agreement 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 “Participating Authority”, “Client Organisation” 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. The Framework Manager reserves the right to make no award of the Framework Agreement.

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 Invitation To 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 Friday 21<sup>st</sup> September 2018, 14.00BST.**

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 ITT document, have commercial queries or technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e-sourcing 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 the e-sourcing 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 e-sourcing portal only, as failure to do so may result in their bid submission being disqualified.**

Bidders are reminded that their questions, and the Framework Manager's responses, will normally be circulated to all Bidders in an anonymised form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to the e-sourcing portal 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 the e-sourcing portal 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 e-sourcing 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](http://www.nhssourcing.co.uk); hard copies will not be accepted. It is the sole responsibility of the Tenderer to ensure their offer is received on time. Tenders received after the due date cannot normally be accepted

The Framework Manager intends to award the Framework Agreement to the Bidder who submits the most economically advantageous tender 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 Framework Agreement to the most economically advantageous bid or to any bidder. The Framework Manager also reserves the right to award the Framework Agreement 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.

## **9.1 The closing date for the return of Tenders is Friday 28<sup>th</sup> September 2018, 14.00BST.**

Failure to return a completed tender 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 tender, which will be evaluated on the following criteria:

<b>Criterion</b>	<b>Weighting %</b>
Prerequisites	Pass/Fail
Technical Criterion	80.00
Commercial Criterion	20.00
<b>Total</b>	<b>100.00</b>

The evaluation will follow the four step process described below.

### **10.1 STEP 1: PREREQUISITES**

10.1.1 Applicants must meet all of the mandatory requirements of SCHEDULE C PREREQUISITES. Any Applicants which do not meet all of the selection requirements set out in the prerequisites as found in SCHEDULE C PREREQUISITES (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: TECHNICAL EVALUTION**

10.2.1 Technical information will be evaluated using the criteria and weightings below.

Technical Criterion	Weighting %
1. Service Outcomes	30.00
2. Benefits and Innovation	10.00
3. Contract Management	12.50
4. Customer Service	12.50
5. Experience	15.00
<b>Total for Technical Criteria</b>	<b>80.00</b>

10.2.2 Applicants are required to answer a number of questions found in SCHEDULE D TECHNICAL SCHEDULE, 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 TECHNICAL SCHEDULE. 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:

#### Technical Criterion Section 1: Service Outcomes

Rate	Qualifier
0	<b>No Confidence</b> The response does not provide any explanation of how the proposed service will achieve the desired outcome. The response includes major errors and/or emissions. The response demonstrates little or no understanding of the ITT requirements.
1	<b>Serious concerns</b> The response provides little explanation of how the proposed service will achieve the desired outcome, missing large aspects of the specification. The response does not demonstrate a good understanding of the ITT requirements, and it is difficult to understand how the proposed service will result in the outcome being achieved.
2	<b>Concerns, Some Confidence</b> The response provides an explanation of how the proposed service will meet some elements of the desired outcome but might miss some aspects. The response shows an understanding of most of the ITT requirements but does not fully articulate how the proposed service will result in the outcome being achieved.
3	<b>Acceptable, Confident</b> The response provides an acceptable explanation of how the proposed service will achieve the desired outcome. The response shows a good understanding of the ITT requirements, and demonstrates how the proposed service will result in the outcome being achieved.
4	<b>Exceptionally Confident</b> The response provides a detailed explanation of how the proposed service will achieve the desired outcome. The response shows exceptional

	understanding of the ITT requirements, and clearly demonstrates how the proposed service will result in the outcome being achieved.
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### Technical Criterion Section 2: Benefits and Innovation

Rate	Qualifier
0	<b>No Confidence</b> No information is provided regarding how the bidder's approach will achieve benefits and support innovation for clients. The bid does not offer any value added options. There is no demonstration of the bidder's technical expertise. The bidder provides no examples to support the response. There is therefore no confidence in the bidder's ability to deliver benefits and innovation to clients.
1	<b>Serious concerns</b> The bid does not clearly articulate why the bidder's approach will achieve benefits and support innovation for clients. The bid offers very limited value added options, and provides no explanation of how these could be achieved. The response provides little evidence of how the bidder's technical expertise adds value to the Framework. The bidder provides no examples to support the response, providing serious concerns in their ability to deliver benefits and innovation to clients.
2	<b>Concerns, Some Confidence</b> The response articulates at a basic level why the bidder's approach will achieve benefits and support innovation for clients. The bid offers some added value options, but provides little explanation as to how these could be achieved. The response provides little evidence of how the bidder's technical expertise adds value to the Framework. There is limited use of examples to support the response, providing concerns in the bidder's ability to deliver the benefits and innovation to clients.
3	<b>Acceptable, Confident</b> The response articulates why the bidder's approach will achieve benefits and support innovation for clients and shows some forward thinking. The bid offers some added value and innovative options for clients and briefly explains how these could be achieved. There is a good articulation of how the bidder's specific technical expertise adds value to the Framework. The bid uses some examples to support the response, providing acceptable confidence in the bidder's ability to deliver benefits and innovation to clients.
4	<b>Exceptionally Confident</b> The response is forward thinking and articulates the bidders approach to achieving benefits and innovation for clients. The bid offers excellent added value and innovative options for clients and articulates how these could be achieved. There is a clear demonstration of how the bidder's specific technical expertise adds significant value to the Framework. The bid uses a range of examples to provide exceptional confidence in the bidder's ability to deliver benefits and innovation to clients.

### Technical Criterion Section 3: Contract Management

Rate	Qualifier
0	<b>No Confidence</b> The response includes no information about the bidder's contract management processes and structure. It is not clear how contract management aspects will be delivered to support the delivery of the overall managed service providing no confidence in the contract management



	capabilities of the bidder.
1	<b>Serious concerns</b> The response includes limited information about the bidder's contract management processes and structure. This provides limited information about how contract management aspects will be delivered to support the delivery of the overall managed service providing serious concerns in the contract management capabilities of the bidder.
2	<b>Concerns, Some Confidence</b> The response includes information about the bidder's contract management processes and structure that covers most aspects of the question, however some information is missing. This only shows how some of the contract management aspects will be delivered to support the delivery of the overall managed service providing some concerns in the contract management capabilities of the bidder.
3	<b>Acceptable, Confident</b> The response includes an acceptable level of information about the bidder's contract management processes and structure that covers all aspects of the question. This shows how the various contract management aspects will be delivered to support the delivery of the overall managed service providing acceptable confidence in the contract management capabilities of the bidder.
4	<b>Exceptionally Confident</b> The response includes detailed information about the bidder's contract management processes and structure that covers all aspects of the question. This shows how the various contract management aspects will be delivered to support the delivery of the overall managed service providing exceptional confidence in the contract management capabilities of the bidder.

#### Technical Criterion Section 4: Customer Service

Rate	Qualifier
0	<b>No Confidence</b> The response includes no information about the bidder's customer service processes and structure. It is not clear how customer service will be delivered to support the delivery of the overall managed service providing no confidence in the level of customer service available to potential clients.
1	<b>Serious concerns</b> The response includes limited information about the bidder's customer service processes and structure. This provides limited information about how customer service will be delivered to support the delivery of the overall managed service providing serious concerns in the level of customer service available to potential clients.
2	<b>Concerns, Some Confidence</b> The response includes information about the bidder's customer service processes and structure that covers most aspects of the question, however some information is missing. This only shows how some of the customer service elements will be delivered to support the delivery of the overall managed service providing some concerns in the level of customer service available to potential clients.
3	<b>Acceptable, Confident</b> The response includes an acceptable level of information about the bidder's customer service processes and structure that covers all aspects of the question. This shows how the various customer service aspects will



	be delivered to support the delivery of the overall managed service providing acceptable confidence in the level of customer service available to potential clients.
4	<b>Exceptionally Confident</b> The response includes detailed information about the bidder's customer service processes and structure that covers all aspects of the question. This shows how the various customer service aspects will be delivered to support the delivery of the overall managed service providing exceptional confidence in the level of customer service available to potential clients.

**Technical Criterion Section 5: Experience**

Rate	Qualifier
0	<b>No Confidence</b> The response provides very little evidence in the bidder's skills or experience to deliver the managed service. The bid does not include any relevant examples, and large parts of the question are not answered. This provides no confidence in the bidder's previous experience.
1	<b>Serious concerns</b> The response does not demonstrate a strong range of skills or experience to deliver the service. Limited examples have been provided, most of which are not relevant to the scope of the framework, or do not demonstrate all aspects of the questions. This provides serious concerns in the bidder's previous experience.
2	<b>Concerns, Some Confidence</b> The response demonstrates experience and knowledge with some examples. Some examples may not be relevant to the scope of the framework, or they may not demonstrate all aspects of the question. This provides some concerns in the bidder's previous experience.
3	<b>Acceptable, Confident</b> The response demonstrates good experience and knowledge with relevant examples which demonstrate each aspect of the question. This provides acceptable confidence in the bidder's previous experience.
4	<b>Exceptionally Confident</b> The response demonstrates excellent experience and knowledge with clearly explained relevant examples which demonstrate each aspect of the question. This provides exceptional confidence in the bidder's previous experience.

10.2.4 The evaluation of technical information will be undertaken once and the resulting technical 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 a series of indicative scenarios of a hypothetical client's requirements as listed within SCHEDULE E. These will be evaluated using the process and weighting below.

Commercial Criterion	Weighting %
1. Scenario 1	8.00

2. Scenario 2	8.00
3. Scenario 3	4.00
<b>Total for Commercial Criteria</b>	<b>20.00%</b>

10.3.2 Applicants are required to provide the costs listed for the scenario provided under each commercial evaluation scenario as detailed within SCHEDULE E. The total price of each scenario will be used to evaluate the bid.

10.3.3 These prices will be evaluated as follows:

For each commercial evaluation criteria, the applicant with the lowest total price to the client will receive the full commercial weighting for that criterion. Subsequent Tenders will gain a percentage of the commercial weighting for that criterion on a pro-rata basis from the top scoring price. This is calculated using the following formula:

$$\text{Commercial Criterion Score} = \text{section weighting} \times \left( \frac{\text{Lowest Price}}{\text{Applicant Price}} \right)$$

where

Lowest Price = the lowest price offered for the section.

Applicant Price = the price offered by the Applicant for the section.

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

10.4.1 Once the commercial and technical criteria have been assessed, the final scores will be calculated as follows:

The Bidder's technical score as calculated in step 2 will be added to the commercial score as calculated in step 3, to produce a total score for each Bidder.

The Bidder with the highest total score will be nominated for award to the Framework Agreement.

In the event that more than one Bidder achieves the same highest final score, the Bidder with the highest commercial score (step 3) will be nominated for award to the Framework Agreement.

## 11. CONDITIONS OF TENDER

11.1.1 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 the Framework Manager, the Bidder shall promptly provide evidence to Framework Manager that such undertakings have been provided to the Bidder.

11.1.2 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.

11.1.3 This invitation and its accompanying documents shall remain the property of Framework Manager and must be returned on demand.

11.1.4 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 the e-sourcing portal if communicated via the e-sourcing portal 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.

11.1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the possible requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

## **11.2 Freedom of Information and other information disclosures**

- 11.2.1 The Framework Manager is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA) as amended. Accordingly, any information created by or submitted to the 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.
- 11.2.2 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.
- 11.2.3 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.
- 11.2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Framework Manager is 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.
- 11.2.5 Bidders should also note that the receipt by the Framework Manager of any information marked “confidential” or equivalent does not mean that the Framework Manager accepts any duty of confidence by virtue of that marking, and that the Framework Manager has the final decision regarding the disclosure of any such information in response to a Request for Information.
- 11.2.6 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.
- 11.2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) as amended and shall assist and co-operate with the Framework Manager (at the Bidder’s expense) to enable the Framework Manager to comply with its information disclosure requirements contained in this legislation.

11.2.8 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.

11.2.9 Bidders acknowledge that the Framework Manager and/or its members may be subject to the Government's public sector purchasing transparency requirements and that the 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.

## 11.3 Prices

11.3.1 Prices in SCHEDULE E COMMERCIAL SCHEDULE must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.

11.3.2 Prices in SCHEDULE E COMMERCIAL SCHEDULE must be firm (i.e. not subject to variation) for the period of 2 years. Any proposed amendments to the fixed period may be rejected at the discretion of the Framework Manager.

11.3.3 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. Any price variations will be reviewed and may be accepted or rejected at the discretion of the Framework Manager. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.

11.3.4 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-advertise the Framework Agreement.

11.3.5 Prices submitted as part of SCHEDULE E COMMERCIAL SCHEDULE 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.

## 11.4 Tender Documentation and Submission

11.4.1 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.

11.4.2 The services offered should be strictly in accordance with the Specification. Alternative services may be offered but all differences between such services and the Specification must be indicated in detail in your response to SCHEDULE D TECHNICAL SCHEDULE. Alternative services offered may be rejected at the sole discretion of the Framework Manager if they are substantially non-compliant with the Specification. If compliant, alternative services offered will be evaluated strictly in accordance with the published award criteria.

11.4.3 Tenders must comprise of the following completed documents:

- the Technical Schedule;
- the Commercial Schedule;
- the Prerequisites;
- the Form of Offer;
- the Certificate of Non-Canvassing.

11.4.4 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e-sourcing portal where indicated. In the case of a partnership, by a partner for and on behalf of the partnership; 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.

11.4.5 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.

11.4.6 Contact the Framework Manager via the e-sourcing portal for help in completing the Tender in compliance with the requirements of this ITT.

11.4.7 Offers must be written in English and submitted via the Framework Manager's e-sourcing portal at [www.nhssourcing.co.uk](http://www.nhssourcing.co.uk)

11.4.8 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.

## 11.5 Rebates/Commissions

11.5.1 **Framework Award Fee:** There will be a Framework Agreement award fee of £10,000 - not discountable against any other fees charged to the Supplier by the Framework Manager. Invoices will be issued following the signing of the Framework Agreement by both parties and will be due within 30 days.

11.5.2 **Annual Fee:** There will be an annual fee equal to that paid in the award fee – discounted from the Business Success Charge for new contracts signed and live within the 12 months prior to the annual fee due date. The annual fee will be paid by the Supplier to the Framework Manager for every year the Framework Agreement is live. Invoices will be issued on the anniversary of the Framework Agreement letting date and will be due in 30 days.

11.5.3 **Business Success Charge:** This will be 1.0% of the turnover of each call off Contract awarded under the Framework Agreement. The Business Success Charge will be paid by the Supplier to the Framework Manager for the duration of each call off contract. Call off contracts may exceed the Framework Agreement expiry date and in such cases the business success charges will continue to be paid until the call off contract expiry date.

### Example of Annual Fee and Business Success Charge

#### Example Business Success Charges for Year 1

Period	Gross Sales	Business Success Charge
Year 1 Month 1	£25,000	£250
Year 1 Month 2	£25,000	£250
Year 1 Month 3	£25,000	£250
Year 1 Month 4	£25,000	£250
Year 1 Month 5	£25,000	£250

Year 1 Month 6	£25,000	£250
Year 1 Month 7	£40,000	£400
Year 1 Month 8	£40,000	£400
Year 1 Month 9	£40,000	£400
Year 1 Month 10	£50,000	£500
Year 1 Month 11	£50,000	£500
Year 1 Month 12	£50,000	£500
Total	£600,000	£4,200

**Business Success Charge Paid = £4,200**

**Annual Fee due at end of Year 1 = £10,000-£4,200 = £5,800**

11.5.4 In any application of rebates and commissions, Bidders 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. The Supplier will be expected to submit sales activity on a monthly basis and invoices will also be issued monthly.

11.5.5 The purposes of rebates and commissions are the promotion and management of the Framework Agreement and as such should benefit both the Framework Supplier and the Framework Manager. All fees set out above are payable by the Supplier to the Framework Manager, Commercial Procurement Services.

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

11.6.1 Clinical 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 clinicians 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 Authority within the timescales advised by the Authority. Failure to provide adequate trial material will result in receiving a Zero in the appropriate award section of the evaluation.

**11.7 TUPE ☒ (only applicable to the Tender if this box is checked)**



11.7.1 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.

11.7.2 Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

11.7.3 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.

11.7.4 The successful Supplier will be required to indemnify the Contracting Authority against all possible claims under TUPE.

11.7.5 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.*

## **11.8 Contract Monitoring**

11.8.1 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.

11.8.2 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 Participating Authorities to ensure management information is accurate. Failure by a Participating Authority to provide may result in the Framework Manager requesting volume supply information under the auspices of the Freedom of Information Act.

11.8.3 It is a requirement of the Framework Agreement for Suppliers to participate in Quarterly calls with the Framework Manager. Prior to these calls, it is necessary to provide the embedded MI Information to the Framework Manager in order to support the meeting.



MI Template for  
Supplier Calls.docx

## 11.9 Canvassing

11.9.1 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 Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); 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 Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); 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 Framework Agreement or any subsequent 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, SQ or ITT, whichever is applicable;

- 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, SQ or ITT, whichever is applicable);

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

### 11.10 Collusive Tendering

11.10.1 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 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 the 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 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 ITT or proposed response to the ITT;

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

### 11.11 Guarantees

11.11.1 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 as

amended) to secure the due performance by the successful Tenderer of its obligations to the Framework Manager and, as appropriate, the Contracting Authority

- 11.11.2 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 Framework Manager and the Tenderer.

## **11.12 The Framework Agreement**

- 11.12.1 This procurement exercise concerns the conclusion of a Framework Agreement under which a single Supplier will be appointed to supply Services to Participating Authorities on the terms agreed. A copy of a specimen Framework Agreement can be found in SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT.

- 11.12.2 The specification (SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION) and associated appendices, the terms and conditions at SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT 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 as SCHEDULE F FORM OF OFFER.

## **11.13 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 the 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 the 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 ITT process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between the Framework Manager and any Bidder arising by virtue of this ITT process.

In this Clause, 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 the Framework Manager or any of its advisers or consultants in connection with any other pre-contract documentation.

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.

The 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.

#### **11.14 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.

#### **11.15 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. The 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.

#### **11.16 Publicity**

No publicity regarding this procurement process or the award of any Framework Agreement or Contract will be permitted unless and until the 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 this ITT relating to this process, its contents, any ongoing dialogue between the Framework Manager and any Bidder or any proposals relating to it, without the prior written consent of the Framework Manager.

#### **11.17 IPR**

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

#### **11.18 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).

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

Bids and/or Bidders that fail to meet the minimum standards as denoted in SCHEDULE C PREREQUISITES may be rejected. This includes Bidders that are ineligible to tender under one or more of the mandatory exclusion criteria specified in regulation 57 of the Public Contracts Regulations 2015 (as amended). Bidders that fail to satisfy the Contracting Authority's prerequisites, either economically or technically will be deemed ineligible and not have their bid further assessed.

It is recommended the Bidders review SCHEDULE C PREREQUISITES and satisfy themselves of their own compliance before completing the technical and commercial response schedules.

### **11.20 Contingency Plans & Business Continuity**

This clause is for information only. The Contracting Authority requires all of its Suppliers to have contingency and business continuity plans, copies of which will be held on file by the Framework Manager. Where such formal contingency plans are not in place, Suppliers must agree to work with the Framework Manager to produce these over the initial Framework Agreement term to mitigate any risk which may occur and affect contract performance.

Successful Suppliers will be required to provide copies of their contingency plans for any of the following situations:

- Fire at your premises
- IT failure at your premises
- Cyber attack
- Industrial action by your staff
- National industrial action (e.g. action affecting fuel distribution)
- Force majeure (e.g. terrorism, piracy, extreme weather, grounded flights)

## **20 Contingency Plans & Business Continuity**

This clause is for information only. The Contracting Authority requires all of its Suppliers to have contingency and business continuity plans, copies of which will be held on file by the Framework Manager. Where such formal contingency plans are not in place, Suppliers must agree to work with the Framework Manager to produce these over the initial Framework Agreement term to mitigate any risk which may occur and affect contract performance.

Successful Suppliers will be required to provide copies of their contingency plans for any of the following situations:

- 20.1** Fire at your premises
- 20.2** IT failure at your premises
- 20.3** Cyber attack
- 20.4** Industrial action by your staff
- 20.5** National industrial action (e.g. action affecting fuel distribution)
- 20.6** 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 by Participating Authorities under the Framework Agreement.

This procurement exercise concerns the conclusion of a Framework Agreement under which a single Supplier will be appointed and as such no further competition will be required once awarded. Participating Authorities wishing to call-off from the Framework Agreement may engage directly with the successful Framework Agreement Supplier and finalise their requirements based on local factors. The Framework Agreement will run for a four year term. Call-off Contracts may exceed this period provided that such Contracts are awarded within the Framework Agreement term.

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

- a. Successful suppliers canvass potential Client Organisations to generate interest.
- b. Interested Client Organisations will be directed to information about this Framework Agreement.
- c. The Framework Manager will issue the Client Organisations with a briefing pack. Client Organisations can then liaise directly with the Framework Manager to satisfy themselves that the Framework Agreement meets their need.
- d. 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 Agreement. At this point, the Client Organisation will be referred to as a Participating Authority. Clients or Participating Authorities attempting to engage the successful Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance.
- e. The Participating Authority may use the model contract template as developed within this Framework Agreement.
- f. The Framework Manager will monitor expenditure under the framework through the successful Supplier's management reports. The Supplier will be expected to submit sales activity on a monthly basis and invoices will also be issued monthly. Management fees as detailed within this ITT will be invoiced based on this information at the rate stated and at the frequency stated. All management fees set out within this ITT are payable by the supplier to the Framework Manager, Commercial Procurement Services.

## 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	Template Framework Agreement (including all Schedules and Appendices)	<ul style="list-style-type: none"> <li>NHS FRAMEWORK AGREEMENT FOR THE SUPPLY OF SERVICES</li> <li>APPENDIX A- CALL OFF TERM AND CONDITIONS FOR THE SUPPLY OF SERVICES</li> </ul>	Read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – FORM OF OFFER
C	Prerequisites	Mandatory/Discretionary and Minimum requirements of all Applicants	Applicants are required to complete all questions in prerequisites in SCHEDULE C PREREQUISITES. Alternatively; Applicants may submit their European Single Procurement Document, which must be completed in full together with responses to any additional prerequisites shown in SCHEDULE C PREREQUISITES..
D	Technical Schedule	Technical criteria to be assessed within this document	This document once completed should be uploaded as part of tender response to the e-sourcing portal
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-sourcing portal
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-sourcing portal.
G	Certificate of Non Canvassing		This document once completed should be uploaded as part of tender response to the e-sourcing portal