

Invitation to Tender (ITT)

Statement of Requirements

Name of Contracting Authority	NHS England
Tender for	Tenancy Based Robotic Process Automation
Contract reference	C216580
Return Deadline	16 November 2023 by 12noon

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Specification of Requirements

1. Background to the requirements:

1.1. Current Arrangements / Context

- 1.1.1 The Digital, Technology and Automation Programme (DTaAP) is one of the programmes within the Corporate Services Transformation Programme (CSTP) portfolio. The programme supports Trusts and providers with digital strategy and transformation by offering advice and guidance on digitalisation of back-office functions and sharing services at an Integrated Care System (ICS) level. The programme has a strong focus on robotic process engineering to automate back-office functions.
- 1.1.2 One of the key work programmes for the DTaAP over the past two years has been the introduction and roll out of robotic process automation (RPA) across corporate services in the NHS to reduce the transactional burden.
- 1.1.3 The team undertook a pilot, on a UiPath platform, working with two organisations within the same system, primarily focusing on the corporate service functions of finance, procurement and HR. This resulted in the automation of nine end-to-end processes of relatively high complexity across finance and procurement.
- 1.1.4 Three of the nine processes created in the pilot phase were identified as being especially scalable across multiple provider Trusts as well as having significant potential for delivering both value for money and efficiency across the network. More detail of these processes is available to tenderers upon clarification request.
- 1.1.5 The DTaAP team now wish to move forward with a two-phased programme.
- 1.1.6 Phase One will involve a four Trust pilot during which these UiPath processes will be shared via an innovative tenancy-based automation model. Trusts can connect to a shared platform and re-use previously developed processes. The automations will be run from one server and delivered to multiple organisations whilst being secured via individual key vaults (per Trust).
- 1.1.7 Each process will need to be tailored to the Trusts' specific requirements, by the chosen supplier's developers.
- 1.1.8 Should the pilot be successful, then Phase Two will be to scale the processes to additional Trusts and add additional shared processes for redevelopment and re-use. The potential for a third phase will be evaluated at the end of phase one or during phase two where other vendors are added to the platform and code is between Trusts. This will potentially create a national platform for automation.
- 1.1.9 Automation of processes using a tenancy-based solution would provide a large return on investment across the system of approximately £15-20 million over 3-5 years.
- 1.1.10 The primary purpose of the Corporate Services Transformation Programme (CSTP) is to work with provider Trusts and commissioners to get the best value for each NHS £ spent on the delivery of corporate services. This programme will be an enabler to CSTP as well as national programmes that deliver the NHS Long Term workforce plan and other policies.

1.2 National Policy drivers for Automation

- 1.2.1 Part of the NHS Long term plan is to provide Digitally Enabled Care. This includes some of the following policy objectives:

1. NHS England Workforce Plan 2023

Significant workforce benefit from automating administrative processes.

<https://www.england.nhs.uk/publication/nhs-long-term-workforce-plan/>

2. NHS Long Term Plan – Workforce

Empower our workforce to use new technology.

<https://www.longtermplan.nhs.uk/areas-of-work/workforce/>

3. Lord Carter Report – Operational productivity and performance in English NHS acute

Optimising non-clinical resources.

<https://www.gov.uk/government/publications/productivity-in-nhs-hospitals>

4. Secretary of State for Health's Technology Vision. NHSX Mission 5 - Digital

Need to improve productivity across the NHS and assist in delivering HMT's 1.1% productivity gain target.

<https://www.longtermplan.nhs.uk/areas-of-work/workforce/>

5. NHS Long Term Plan –Digital transformation

Give health and care staff the technology they need

<https://www.longtermplan.nhs.uk/areas-of-work/digital-transformation/>

- 1.2.2 The contract would be the first steps to what will, hopefully, become a national platform for automation, where automated processes could be shared to other organisations and code could be tailored without having to redevelop from scratch.

1.2.3 Links to the policy documents are listed in section 1.2.1

2.0 Scope of the Procurement

2.1 Aims & Objectives

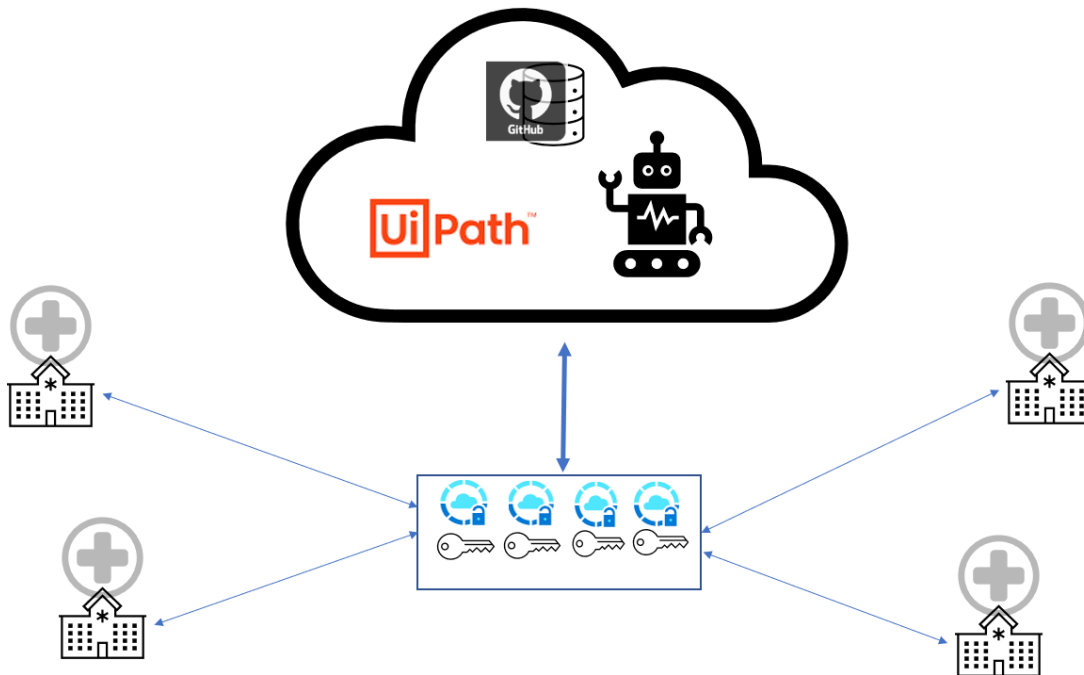
- 2.1.1 An evaluation of several options has been completed, the outcome of which is to run a competition for a managed cloud hosted platform which will host the tenancy-based solution.
- 2.1.2 The supplier will be required to manage the hosted platform, as well as providing licencing, support, development, programme management activities, networking connectivity to the Trusts, as well as providing SLAs and account management activities.
- 2.1.3 There will also be a requirement to provide a project manager to work closely with NHS England and the Trusts involved in the phases. This Project Manager will need to understand the processes and the NHS and would be responsible for managing connectivity to the Trusts as well as assisting both the Trusts and NHS England on all aspects of the programme. It would be beneficial if they had experience of working with the NHS in the past and in a similar role.
- 2.1.4 The initial code for the three pilot processes will be provided by NHS England, this has been developed on the UiPath platform, it will be expected that the supplier would provide development services to redevelop the code per pilot Trust. They will also be responsible for connecting the hosted platform to the supplier's network, either by VPN or over HSCN. The supplier would need to work as a partner to both NHS England and the Trusts involved.

2.2 Phases

2.2.1 Phase One.

- Creation of hosted environment (public cloud)
- Completed security and DPIA assessment at NHS England, with assistance of supplier.
- NHS England to identify pilot Trusts.
- NHS England and supplier to complete stakeholder engagement and assurance activity.
- Supplier to investigate and complete connectivity requirements.
- NHS England and supplier to complete DPIA at pilot Trusts
- Supplier to manage the onboarding of Trusts to the hosted platform.
- Supplier to manage connectivity to applications from hosted platform.
- Supplier to obtain understanding of the current process code for redeployment.
- Supplier developers to re-develop and refine RPA code and configuration documents for specific Trusts.
- User acceptance testing (all)
- Supplier to deploy and manage automation code.
- Supplier to provide reactive and proactive monitoring of automation at pilot Trusts.
- Benefits realisation and actual performance measurement, with supplier assistance
- Break clause at the end of phase one with the clawback of funds required if ROI value does not meet anticipated savings or supplier performance does not meet expectations.

Phase One Architecture



Evaluation of the benefits will be undertaken throughout the pilot live phase. This will evaluate the quantitative and qualitative benefits of the processes to the Trusts; the supplier would be expected to assist with the benefits realisation by providing detailed costing and time sheets for project management staff. Detailed benefits realisation documentation must be completed throughout and will be assessed both during and at the end of the pilot phase. This review will also be undertaken, which will include, but will not be limited to:

- a benefits realisation documentation including financial and non-financial benefits (measured on hours saved, improvement in accuracy and other benefits such as reduction in duplicate invoices and improved staff morale).
- supplier and platform performance review.
- detailed architecture review and NHS England Digital Projects Assurance Group (DPAG) approval to scale.
- review of additional processes to be included in phase two/three if budget allows.
- DPIA review.
- resource evaluation from both Trust and NHS England and resource requirements to scale out.
- issues logs and resolution review from pilot.
- assurance planning.
- scaling delivery plan.
- financial planning for long-term hosting and long-term funding/charging model for multi-vendor platform.
- capture of learning from pilot including benefits delivery; and,

The programme management methodology used in the setup of the platform and the roll out of the code to Trusts will be based on Agile and Prince 2 methodology.

If at the end of Phase One the benefits are not seen as sufficient to continue to Phase Two, then a clawback of any remaining funds will be required. Clawback of funds should be provided by issuing NHS England with UiPath service credits equivalent to the remaining funds.

Detailed time recording of costs should be provided by issuing time sheets and costings at regular intervals (to be agreed with supplier prior to contract signature).

2.2.2 Phase Two.

Should the pilot prove effective and provide legitimate benefits to the Trusts, the second phase of the project will be the scaling phase, this will include offering the platform to more Trusts and Systems as well as including additional processes for sharing between Trusts.

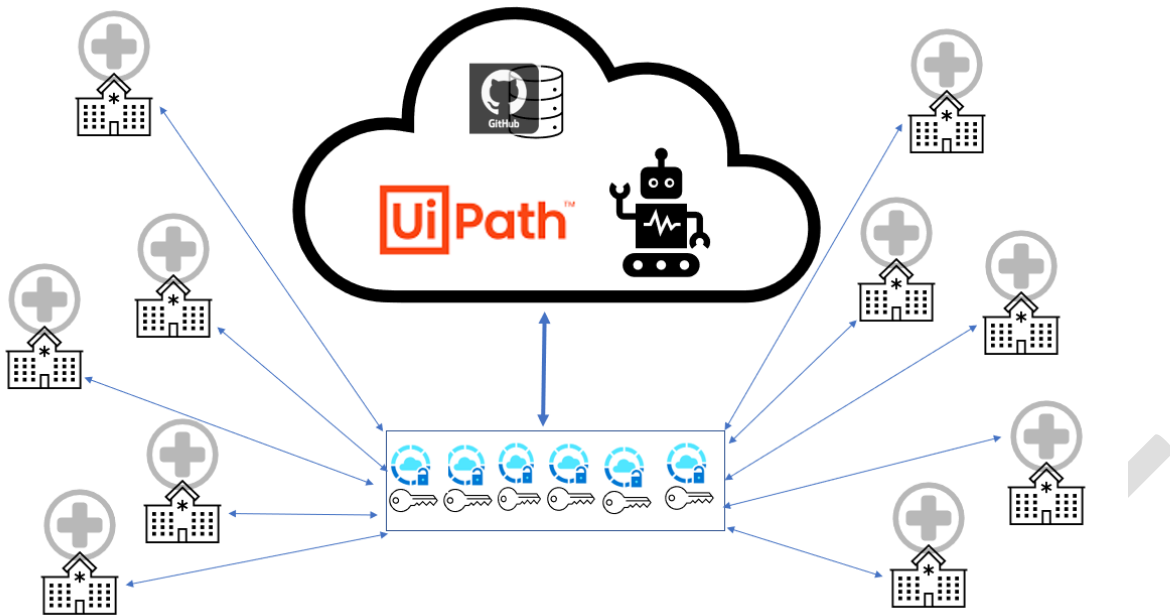
For suppliers we anticipate that this would require the creation of more servers and virtual desktops as well as providing and managing the connectivity to Trust applications. This will also increase the additional support, project management, development and maintenance of the processes. Any additional development in phase two will be completed in a modular way to allow easy re-use of components for different processes using the same systems.

We would expect the infrastructure to be set up (and costed) for phase two per eight Trusts, this will mean a gradual increase in the number of organisations using the platform.

To move ahead to phase two there will be several requirements:

- NHS England internal governance (Digital Projects Assurance Group) approval.
- proof of return on investment from Trusts in hours saved by automating the process (predictive measurement for the year-on-year cost saving).
- proof of other benefits such as reduction in duplicate invoicing, employee satisfaction, increase in accuracy.
- supplier performance review to include review of infrastructure (connectivity speed, cyber security, platform cost, project management costs, etc).
- additional Trusts and processes availability to scale the solution; and,
- continued NHS England funding.

Phase Two Architecture



2.2.3 Phase Three (if progressed)

The overarching strategy for the DTaAP is to have a National Automation Platform hosted by a service supplier which will enable the hosting of automation for any Trust or System who wish to join. This platform would be a multi-vendor tenancy-based platform which would allow the re-use of automation code in an opensource environment; where code would be transferred from one organisation to another via a software repository and would require minimal redevelopment at an individual Trust level.

At the end of the Phase One, or during Phase Two, the possibility of a third phase will be considered. Phase Three would be commenced upon to realise the overarching DTaAP strategy and will provide similar shared tenancy-based processes using previously developed and proven automations with other automation vendor processes (for example Blue Prism, Automation Anywhere, Microsoft Power Automate, Kofax, et al). The platform would be vendor agnostic and would therefore require the supplier to provide a multi-vendor hosted platform.

Any supplier wishing to host the platform needs to be aware of this strategy and may need to be able to host multiple vendors in the future if this strategy was to progress.

2.3 Constraints and Dependencies

- 2.3.1 The solution should ideally be hosted on Azure or AWS public cloud and must have access to Trusts via a VPN or over HSCN
- 2.3.2 The initial pilot (Phase One) will be with 4 Trusts to implement 3 previously developed automation processes.
- 2.3.3 There will also be a requirement to provide a project manager to work closely with NHS England and the pilot organisations. Following the pilot, should the programme move to phase two then the project manager will be required to continue to work with NHS

organisations for onboarding and assisting in any part of the project to ensure the processes are implemented.

2.3.4 Phase One must be completed within 12 months.

2.3.5 The supplier will need to work closely with the DTaAP team and will be expected to participate in normal project governance meetings such as a Project Board and Project Steering Groups

3.0 Intellectual Property Rights (IPR)

- 3.1 This requirement covers who will own what and under what agreements this will be managed and is in addition to any standard NHS contract obligations.
- 3.2 The automation processes remain the intellectual property of NHS England. The processes cannot be shared without the written permission of NHS England and cannot be sold, nor downloaded for secondary use outside of the programme (unless agreed in writing). The IPR covers the use of additional processes and any other future technology on the supplier's platform (such as AI or chatbots, LLM's etc) that is being used as part of this programme.
- 3.3 The NHS standard Terms and Conditions for the provision of services (contract version) will apply.

4.0 Requirements

4.1 Mandatory and Minimum Requirements

- 4.1.1 The supplier must provide, host and manage a cloud-based automation platform which is hoped will grow into being a national platform for automation over time.
- 4.1.2 There will also be a requirement to provide a project manager to work closely with NHS England.
- 4.1.3 The supplier will manage all network connectivity and related cyber security and must have a comprehensive understanding of NHS GDPR regulations.
- 4.1.4 The supplier must have previously worked with NHS organisations or public sector within the last 3 years. This must be evidenced by reference sites.
- 4.1.5 Costings for the solution must be completed on the Questionnaire 3 – Commercial Response.
- 4.1.6 The supplier is expected to be able to deliver all the requirements listed below. These requirements will form part of the Pass/Fail section of the technical response document and may require evidence:

No	Question/Requirement:	Notes:
1)	The supplier must be a UiPath platinum partner	
2)	The supplier must provision a hosted environment for Tenancy based process, including UiPath Orchestrator server and all associated software	Hosted on public cloud in line with NHS Digital's cloud hosted policy (https://digital.nhs.uk/data-and-information/looking-after-information/data-security-and-information-governance/nhs-and-social-care-data-off-shoring-and-the-use-of-public-cloud-services/guidance)
3)	The supplier must provide a project manager which will work closely with NHS England and the Trusts	Previous NHS project management experience would be beneficial. The project manager will need to work closely with NHSE to manage the roll out of the processes to the Trusts.
4)	The supplier must provide management of all network connectivity between NHS organisations and hosted environment (with agreed SLA's)	Via HSCN or direct VPN. SLA's for onboarding. Developers must assist the Trusts with connectivity to their applications.
5)	The supplier must provide networking support for connectivity changes from NHSE/Trusts with managed SLA's	Supplier must provide support for network connectivity from NHS Trusts to central platform for connectivity to their apps .
6)	The supplier must manage all connectivity and management of connectivity to the platform	
7)	The supplier must manage all connectivity to infrastructure which must include Multifactor Authentication.	
8)	The supplier must provision servers on hosted platform and associated infrastructure.	SIT/UAT & PROD servers as a minimum
9)	The supplier must ensure access to any infrastructure is based on least privilege model	
10)	The supplier must provision Virtual Desktop Infrastructure (VDI) machines on the hosted platform.	One VDI and associated software initially. With additional VDI's required as needed
11)	The supplier must supply UiPath Robot unattended and attended licencing	Ability to spin up server for attended or additional unattended within 5 days of request
12)	The supplier must supply Studio Developer licence per VDI	1-2 VDI's initially, increasing as the scaling phase progresses
13)	The supplier must supply provide a developer or development services to rework existing code for use at pilot Trusts	could be provided with supplier's own developer or by using service credits. Any offshore resources would need to work UK hours shift pattern
14)	The supplier must provision and manage Key Vaults for each individual organisation connected to the tenancy-based platform.	The solution must prevent any unauthorised connections
15)	The supplier must support and manage point to point VPN capability and provision for Trust connectivity if required (if not connecting over HSCH)	

16)	The supplier must support and manage HSCN connectivity to hosted environment (if not connected via a VPN)	The solution MUST prevent any unauthorised connections
17)	Developers must work with Trust IT to set up required BOT accounts and access.	Advise IT on the configuration required for file structure, set and up of mailboxes, config files, reports etc.
18)	The supplier must provide developer costings for rework of any process via a statement of works that should be signed off by NHS England prior to commencement of additional development work.	
19)	Any developed or changed code must be in line with UiPath code standards and must be checked against the UiPath code and process architecture check list.	High quality peer reviewed code
20)	The supplier must provide a secure GitHub Pipeline and code repository environment or a means of transferring code from one organisation to another when requested.	For storage of code and re use at NHS Trusts. Intellectual property of NHS England.
21)	The supplier must provide all access to the hosted platform. Access must be audited or auditable.	
22)	The contract period of 3 years dependent of cost, with a clawback of funds required should Phase One not provide the expected return on investment.	Dependent on cost. Front loaded contract managed via KPI's. Clawback should be provided via UiPath service credits.
23)	The supplier must provide service agreement that includes SLAs for disaster recovery, downtime, hosting and support. The support must be provided 9-5 Monday to Friday as a minimum.	P1-P4 and issues and service requests
24)	KPIs for the management of the contract must be in place before contract signature, including measurable metrics with contractual service credit contract arrangements.	Front loaded contract, management of the solution may require penalties for failure to meet SLA's
25)	The supplier must provide proactive real-time monitoring of the platform and the processes, so that any issues are identified immediately, and the correct resources are notified.	Developers/SME/Network engineer notification for relevant issues.
26)	The supplier should provide high availability of platform. Is high availability isn't available the all components of the solution should be included in disaster recovery planning and must available with an recovery time (RTO) of 4 hours.	All component parts of the platform are resilient
27)	Reporting and metrics must be provided for hosted platform and servers on a monthly or quarterly basis, the frequency of the reporting of metrics should be agreed prior to contract signature.	Via a service management meeting
28)	Billing information and reporting must be provided on a monthly or quarterly basis, the frequency of the reporting of metrics should be	Via a service management meeting

	agreed prior to contract signature. Itemised billing required	
29)	The supplier should provide an issues or call logging portal for management of service requests and incident management. If a call logging portal is not available, the supplier must provide a means for logging support calls.	Via email or a service portal
30)	Trust developers form hosted organisation should able to access the/a VDI if required	Subject to MFA and security considerations
31)	Fully Cyber secure. Hosting services must adhere to NCSC security principles: https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles	Assistance with DPIA
32)	The supplier must hold security accreditation for cyber security and evidence certification of ISO 27001 and Cyber Essentials or Cyber Essentials Plus.	Accreditation to be supplied as evidence
33)	Accounts and systems running RPA must each only have access to the minimum applications and network resources necessary to operate the RPA process.	
34)	Credential caching in the operating system must be disabled on any servers or virtual desktops	
35)	All costs must be subject to audit by NHS England Auditors	
36)	Accounts and systems running RPA must each only have access to the minimum applications and network resources necessary to operate the RPA process	
37)	Annual cost increase should be no more than 3% inflationary rate	Unless otherwise agreed as part of a negotiated process.
38)	The supplier must be able to provide support for Virtual Smartcard capability for future processes. Virtual smartcard usage must adhere to NHS England's Virtual smartcard policy. https://digital.nhs.uk/services/care-identity-service/registration-authority-users/registration-authority-help/secure-authentication-for-robotic-process-automation#virtual-smartcard-security	No smartcard activity is required for initial processes.
39)	The supplier should have policies for hosting, security, and testing.	
40)	The supplier should have a policy on user accounts/Trust logins and a process for request and verification with consideration for implementing two-factor authentication.	
41)	The supplier must provide monitoring of account to show last logged in time. Policy of disabling accounts if inactive for more than an agreed time.	

42)	The supplier must include penetration testing as part of the contract. Penetration testing reports must be provided prior the user acceptance testing (UAT)	To be completed on a yearly basis and prior to phase two.
43)	Following initial pilot, the programme must pause for an assurance acceptance by the Digital Projects Assurance Group (DPAG). The supplier must provide documentation to assist with this assurance.	The pause is expected to be approximately 2 – 4 weeks.
44)	The supplier must have experience with working with public sector clients and hosting public sector services. The supplier must provide reference organisations that should be public sector.	
45)	The carrying out of administrative or maintenance procedures such as, but not limited to, those to ensure data integrity and security, including backup and software patches, updates, operating system / DB updates, must have no impact on the normal operation or performance of the solution.	All updates including operating systems and application software to be complete significantly before product end of support date.
46)	All parts of the hosted solution must remain compatible with the current supported Microsoft or Linux operating systems as well as current supported web browsers.	
47)	The hosted solution including operating system and components must be kept fully up to date with any new released security patches from, for example, Microsoft, Linux etc on at least a monthly basis.	
48)	The supplier must implement urgent security updates when they are released within the time window dictated by NCSC or NHS England (currently 14 days)	
49)	The supplier should support a change control process.	
50)	The solution must be compliant with all requirements of the Data Protection Act 2018 and GDPR – General Data Protection Regulation. all relevant clinical standards and guidelines including Caldicott	
51)	Any non-administration activities such as web browsing / email on hosted servers or desktops must only be conducted data flow to the host OS is restricted ('browse-down' architecture)	
52)	If NHS Trusts have their own RPA developers, they must have the ability to provide their own developers for rework of the code and to be able to log into the VDI's after phase one as long as the developers meet the UiPath code standards and code is checked against the UiPath code and process architecture check list.	Part of the costing of the solution must include the ability for NHS England or another third party to access the platform and provide development services.

53)	The supplier must clarify all/any assumptions via the stated clarification process.	
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4.2 Project Timescales & Implementation

- 4.2.1 It is expected that the contract will commence on or around the 3rd of January 2024
- 4.2.2 Phase One is expected to be delivered and handed over as complete within 12 months.
- 4.2.3 Expected deliverable time scale is shown below as an indication only.
- 4.2.4 The initial contract term will be 36 months across the stated phases.
- 4.2.5 At the end of Phase One if the programme is unsuccessful and does not return the expected ROI then there must be a contractual break clause in place to allow for clawback off remaining budget via UiPath service credits.

Output	Deliverable	By when
1.	Project commencement	January 3 rd 2024
2.	DPIA for NHS England	January/February
3.	Discovery, Infrastructure setup connectivity and Security testing complete	Feb - March 2024
4.	DPIA for Trusts	March 2024
5.	Onboarding of Pilot Trusts	April -May 2024
6.	Redevelopment of code for pilot Trusts	May-June 2024
7.	UAT of code	June -July2024
8.	Implementation of code in Production environment	July/August 2024
9.	Live running	August 2024 onwards
10.	Benefits realisation	August2024 onwards
11.	Review benefits for Trusts against costs of programme	November 2024
12.	DPAG review	November-December 2024
13.	Phase one completion	End of December 2024
14.	Decision to move to Phase two or clawback remaining contract costs as UiPath service credits	January 2024.

4.3 Location

- 4.3.1 If any process requires smart card authentication, then developers must be UK based onshore.
- 4.3.2 Development services which do not require smart card authentication can be provided with offshore resource, as long as the resource work UK shift patterns (9-5 Monday to Friday UTC and British Summer time).
- 4.3.3 It is expected that all development and project management services can be performed remotely however the project manager resource may be required to occasionally attend an NHS site. Therefore, the project manager should be a UK based resource.

4.4 Roles and Responsibilities:

- 4.4.1 NHS England will provide overall contract management, as well as programme management.
- 4.4.2 NHS England will chair and provide resources for the project board and steering group.
- 4.4.3 The supplier must provide, a project manager, developer(s) infrastructure support, cyber security expertise, service management, contract management.
- 4.4.4 The supplier is expected to provide a project implementation plan and manage the plan during the phases of the programme.
- 4.4.5 The supplier is expected to support outcome and benefit tracking, this will include costs of time spent in setup, tracking project management time, developer time and time spent on-boarding Trusts.
- 4.4.6 The supplier must provide resource for the project board and project steering group. It is expected that the Project Board will meet monthly for one hour and the project steering group would meet fortnightly for one hour in the first phase.
- 4.4.7 Any pilot Trusts must provide project management from the Trust side and are expected to provide a resource for the steering group.
- 4.4.8 NHS England will recruit the pilot trusts for phase one of the programme.
- 4.4.9 During the programme startup phase and infrastructure creation phase, it is expected that the NHS England programme management team and the supplier meet on a weekly or fortnightly basis.
- 4.4.10 The supplier project manager is expected to meet with the pilot trusts on at least a weekly basis during onboarding and implementation of the processes.

4.4.11 The supplier is expected to chair a monthly service management meeting with the NHS England programme team.

4.5 Management Information & Governance

Governance Type	Requirement	Deliverable
1. Project Governance	Supplier to provide timely and accurate highlight reports detailing status, progress against a timeline, dependencies, risks, issues and tracking against budget	<ul style="list-style-type: none"> fortnightly reports
	Creation and updating project plan	<ul style="list-style-type: none"> continuous review and update
	Participation in regular meetings with NHE England programme Team (Project Board, Steering Group, stand-up meetings including preparing papers in advance	<ul style="list-style-type: none"> weekly / fortnightly/ monthly attendance as required. preparedness for meeting good input in updates/discussions
	Providing materials to aid senior decision-making	<ul style="list-style-type: none"> availability for ad hoc requests quality of material costings benefits cyber security information
2. Stakeholder Management	Developing and maintaining relationships with key stakeholders	<ul style="list-style-type: none"> forming good relationship

4.5.1 Project Board

During Phase One, the Project Board shall:

- provide senior level guidance, leadership and strategy for the overall delivery of the service
- agree the project deliverables and objectives.
- be the point of escalation from the Project Steering Group; and
- carry out the specific obligations attributed to the programme.
- ensure that programme is operated in a way that which optimises the value for money and operational benefit.
- receive and review reports from the Project Steering Group and
- review reports on technology, service and other developments that offer potential for improving the benefit that either party is receiving.

4.5.2 Project Steering group

The Project Steering Group shall be responsible for the management of the services and project deliverables during the Implementation phase and shall:

- be accountable to the Project Board for comprehensive oversight of the service management and operational setup.
- Report to the Project Board on significant issues and risks requiring decision and resolution by the Project Board, and on progress against the high-level the implementation plan.
- receive reports from the Project Manager on matters such as issues relating to delivery of services, progress against the Implementation Plan and possible future developments.
- consider and resolve disputes (including disputes as to the cause of a delay or effect the performance of the services) in the first instance and, if necessary, escalate the dispute to the Project Board.
- develop, propose, and implement a relationship strategy between the different parties involved in the project phases.
- assess opportunities for, and recommend to the Project Board for authorisation, the commissioning, and initiation of any additional services.
- provide guidance and authorisation to the Project Manager on
- relevant changes; and
- provide project level guidance, leadership, and strategy for the overall delivery of the phases.
- The Project Steering Group will continue for the duration of phase one and phase two (should phase two go ahead).

4.6 Performance and Measurement

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage tolerance)	No. Primary Service Failure Points per failure
KPI 1	Service Availability	End Users /Developers /Applications are able to access and utilise all the functions of the hosted solution and/or the services; the System is able to process the automations and data and to provide any required reports within the timescales set out in the services description and requirements. (c) all Key Performance Indicators other than Service Availability are above the KPI Service Threshold.	Monthly service period	Target Performance Level: 99.95%	0
				Minor KPI Failure: 99.94% - 98.9%	2
				Serious KPI Failure: 98.89.0% - 97.9%	6
				Severe KPI Failure: 97.89% - 96.9%	12

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage tolerance)	No. Primary Service Failure Points per failure
				KPI Service Threshold: below 96.89%	16
KPI 2	Help Desk Response Times	Measurement of Help Desk response times will be based on the time taken for a Help Desk operative to respond to a raised Ticket/email	<i>Monthly service period</i>	Target Performance Level: 15 minutes seconds	0
				Minor KPI Failure: More than 15-30 minutes	1
				Serious KPI Failure: More than 30-45 minutes	2
				Severe KPI Failure: More than 1 hour	4
KPI 3	Fix Times: Severity 1 Incidents	The "Fix Time" of a Service Incident is the period from the time that the Service Incident has been reported to the Supplier to the point of its Resolution Severity 1 constitutes a loss of the service which prevents a large group of	<i>Monthly service period: Resolution Time 4 hour fix</i>	Target Performance Level: 4 hours Minor KPI	0
				Failure: More than 4 hours	2
				Serious KPI Failure: More than 6 hours	6

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage tolerance)	No. Primary Service Failure Points per failure
		Automations from working; or has a critical impact on the activities of the service or service recipients		Severe KPI Failure: More than 8 hours	12
				KPI Service Threshold: More than 12 hours	16
KPI 4	Fix Times: Severity 2 Service Incidents	The "Fix Time" of a Service Incident is the period from the time that the Service Incident has been reported to the supplier to the point of its resolution. Severity 2 constitutes a major (but not critical) adverse impact on the activities of the service or service recipients with no acceptable workaround	<i>Monthly service period:</i> Resolution Time 8 hour fix	Target Performance Level: 8 hours	0
				Minor KPI Failure: More than 8 hours	2
				Serious KPI Failure: More than 10 hours	6
				Severe KPI Failure: above 14	10
				KPI Service Threshold: above 18 hours	16
KPI 5	Fix Times: Severity 3 Service	The "Fix Time" of a Service Incident is the period from the time that the Service Incident has	<i>Monthly service period:</i> Resolution Time 48 hour fix	Target Performance Level: 48 hours	0

KPI Ref. Number	Services that KPI relates to	Description of KPI	Measurement	KPI Tolerances (Percentage tolerance)	No. Primary Service Failure Points per failure
		<p>been reported to the supplier to the point of its resolution.</p> <p>Severity 3 constituents aa major adverse impact on the activities of the service or service recipients recipient which can be reduced to a moderate adverse impact due to the availability of a workaround acceptable to the authority and/or any authority service recipient (as applicable); or have a moderate adverse impact on the activities of the Authority and/or any Authority service recipients</p>		Minor KPI Failure: More than 3 Working Days	1
				Serious KPI Failure: More than 5 Working Days	2
				Severe KPI Failure: More than 7 Working Days	3
KPI 6	Fix Times Severity 4 Service Incidents	<p>The "Fix Time" of a Service Incident is the period from the time that the Service Incident has been reported to the supplier to the point of its resolution.</p> <p>Severity 4 constituents a service Incident which, in the reasonable opinion of the Authority and/or any Authority service recipient has the potential to have a minor adverse impact on the provision of the service</p>	<i>Monthly service period:</i> Resolution Time 15 working days	Target Performance Level: 15 Working Days Minor KPI	0
				Failure: More than 15 Working Days Serious KPI	1
				Failure: More than 30 Working Days Severe KPI Failure: More than	2
				45 Working Days	3

4.7 Contract Term

- 4.7.1 This procurement seeks to appoint a competent and capable supplier to deliver our specified requirements over 3 years, with a break clause (unilateral termination for convenience clause for the contracting authority) on conclusion of Phase One.
- 4.7.2 The decision to progress to Phase Two will be subject to NHSE approval and formal notification.
- 4.7.3 The Contract is for and on behalf of NHS England.

4.8 Budget

- 4.8.1 The total budget envelope has been capped at £650K including VAT.
- 4.8.2 Following the end of Phase One, if it is decided not to progress with Phase Two, then a clawback of remaining funds in the form of UiPath service credits will be required.
- 4.8.3 The use of these service credits should not be time limited to one year and the period for use of the service credits should be agreed in writing prior to the commencement of the contract.

4.9 Sustainable Development Requirements

- 4.9.1 The programme is required to adhere to the social value and the Public Services (Social Value) Act 2012 and include social value commitments.

5.0 Flexibility and additional services or transformation

- 5.1 The supplier should note that if the programme should move to phase three, then NHS England would require a multi-vendor platform. Any future service requirements could also involve the use of Chatbots, Intelligent Automation, Generative AI and Large Language Models. Use of these technologies would require a negotiation between the supplier and NHS England and a Change Control Notice (CCN).
- 5.2 The supplier should supply the cost of exiting the contract, for both closing the programme completely or migrating the service in house to NHS England or another provider. These costs should be completed on the provided spreadsheet.

END.