Countess of Chester Hospital NHS
NHS Foundation Trust

Invitation to Tender

for

Clinical Benchmarking System

Project Ref: G/225/IMT/18/SVR

Tender Process:

Schedule I Open Tender Services	☐	Schedule I Open Tender Goods	☐
Schedule I Restricted Tender Services	☐	Schedule I Restricted Tender Goods	☐
Schedule I Dialogue Tender Services	☐	Schedule I Dialogue Tender Goods	☐
Below Threshold Tender Services	☒	Below Threshold Tender Goods	☒

DATE PUBLISHED: TUESDAY 7 MAY 2019

CLOSING DATE FOR TENDER RETURNS: THURSDAY 6 JUNE 2019 1.00PM

MASTER INDEX OF TENDER DOCUMENT

SCHEDULE A

BACKGROUND TO TENDER OPPORTUNITY

BACKGROUND TO THIS OPPORTUNITY

The Countess of Chester Hospital NHS Foundation Trust is seeking to appoint a single supplier to supply a clinically led benchmarking system that provides access to data and reports, to provide detailed national health intelligence and market assessment data, to monitor, compare and evaluate service provision, care quality, market share and competitor analysis. As a minimum, the service should provide comparative data relating to mortality, morbidity, acute hospital activity, primary care service demand and service referrals, quality of care indicators and Trust performance.

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

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

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

HOW THIS PROCESS WILL WORK.

Below OJEU Procedure

Following the receipt of your bid and the passing of the tender return date and time, your bid will be opened by the assessment panel. Where mandatory requirements have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any mandatory requirement will result in your bid being immediately rejected. Upon satisfying all mandatory requirements your bid will be qualitatively assessed using the award criteria laid out in in Schedule F.

If an e-Auction is applicable the Authority will contact you and offer the appropriate training and preparation. 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 the outcome of the process and (if applicable) the reasons for the outcome.

SCHEDULE B

INVITATION TO TENDER

INVITATION TO TENDER

1. Bidders/Tenderers/eTendering

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

The terms bid and tender are similarly used interchangeably.

The term eTendering system is used to refer to www.nhssourcing.co.uk.

2. Contracting Authorities

The Countess of Chester Hospital NHS Foundation Trust, hereafter referred to as the "Authority", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the Master Index for the Provision of the Clinical Benchmarking System.

3. Acceptance of bids

The Authority 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.

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.

4. Clarification Questions from Bidders

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

The last date for the submission of Clarification Questions is **Friday 31st May 1.00pm**

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

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

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

Bidders are reminded that their questions, and Authority's response, will normally be circulated to all Bidders in an anonymous form, in order to treat all Bidders fairly. This will be provided in digest form, periodically updated and uploaded to the 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 authority 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 portal and/or circulating the response to all Bidders.

5. Clarification Questions from the Authority

The Authority reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-tendering portal to the Bidder's nominated representative. The Authority 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 Authority 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 Authority 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 Authority reserves the right to conduct site visits and/or audits at any time during this procurement process.

6. Return of Bids

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

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

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

7. The closing date for the return of Tenders is **Thursday 6 June 1.00pm**

Failure to return a completed ITT by the closing date specified will entitle The Authority 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.

SCHEDULE C

CONDITIONS OF TENDER

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1. Information and Confidentiality

1.1 This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any 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 Authority 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 Authority, the bidder shall promptly provide evidence to the Authority that such undertakings have been provided to the Bidder.

1.2 The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its completed ITT is accurate and contains no material misrepresentation.

1.3 This invitation and its accompanying documents shall remain the property of the Authority and should be returned on demand.

1.4 Any notice to a Tenderer required under these Conditions to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered to a physical address, or at the time of posting on the e-Tendering portal if communicated via the e-Tendering 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.

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

2. Freedom of Information and other information disclosures

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

2.2 The Authority may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.

2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.

2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Authority is responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or should be disclosed in response to a request for information.

2.6 Bidders should also note that the receipt by the Authority of any information marked “confidential” or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking, and the Authority has the final decision regarding the disclosure of any such information in response to a Request for Information.

2.7 In making a submission in response to this Tender, each Bidder acknowledges that the Authority may be obliged under the FOIA to disclose any information provided to it:

- Without consulting the Bidder; or
- Following consultation with the Bidder and having taken its views into account.

2.8 Bidders acknowledge that the Authority may be subject to the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Authority (at the Bidder’s expense) to enable the Authority to comply with its information disclosure requirements contained in this legislation.

2.9 Bidders should be aware of the Authorities obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Authority. 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 Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the EIR applies.

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

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

3. Prices

3.1 The prices submitted as part of this tender process must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.

3.2 Prices on the schedule should be firm (i.e. not subject to variation) for the initial contract period . Any amendments to the fixed period will be rejected.

3.3 Where a fixed price period ends and triggers a contract extension option, price variations should be accompanied by evidence to justify the change in price. Reference to standard inflationary indexes is not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.

3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the award notice, the authority reserves the right to terminate and re-tender the contract.

3.5 Where prices exceed that of the allocated budget for the project, the authority reserves the right to terminate the procurement or seek clarification from bidders to submit a secondary pricing schedule.

4. Tender Documentation and Submission

4.1 Tenders should be for the supply of the whole of the specification upon the terms and conditions of the contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.

4.2.1 The offer should be strictly in accordance with the specification. Alternatives may be offered but all differences between such items and the Specification should be indicated in detail in the Bidder Response and Price Schedule.

4.3 Tenders must comprise:
4.3.1 the Bidder Response
4.3.2 the Price Schedule
4.3.3 the Additional Information Schedule
4.3.4 the Form of Offer
4.3.5 the Certificate of Non-Canvassing

4.4 The Form of Offer should be signed by an authorised signatory, scanned and uploaded into the e tendering portal where indicated.: In the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.

4.5 The Tender should be completed in full. Any Tender may be rejected which:
4.5.1 contains gaps, omissions or obvious errors; or
4.5.2 contains amendments which have not been initialled by the authorised signatory; or
5.5.3 is received after the closing time.

4.6 For help in completing the Tender compliantly with the requirements of this ITT please contact the Authority via the e-tendering portal messaging facility.

4.7 Offers should be written in English and submitted via the Authority tender website at **www.nhssourcing.co.uk**

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

5. Rebates/Commissions

5.1 In any application of rebates and commissions, Tenderers will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity.

5.2 Any rebate fee or commission applicable to this Tender opportunity will be described in the specification (Schedule D)

5.3 Any applicable rebate fee is intended to resource the running of the contract and further promote its use.

6. Award Criteria

6.1 The Contract will be awarded on the basis of the most economically advantageous offer which is judged on the following:

Criteria	Weighting (%)
Technical	
Clinical Table-Top Trials of Benchmarking System	25%
System Specification and Integration	5%
Data and Reporting	5%
Timeliness	5%
Flexibility of the System	5%
Support and Customer Service	5%
Total	**50%**
Commercial	**50%**
Total	**100%**

A step by step guide has been provided below for suppliers to understand how the evaluation will be undertaken:

Schedules F and G contain full details of the award criteria for this tender.

Step One: Pre-Requisites – SQ Document (SCHEDULE H)

The trust will assess the pre-requisites questions that have been responded to by suppliers as part of SCHEDULE H this is based on PASS/FAIL criteria.

Step Two: Technical Criteria (SCHEDULE F)

The trust will undertake an evaluation of the technical criteria as detailed in Schedule F once step one has been completed.

Step Three: Clinical Table-Top Trials of Benchmarking System (SCHEDULE F)

The trust will undertake demonstration evaluations for the clinical benchmarking system as detailed in Schedule F with suppliers that PASS step two.

Step Four: Commercial Criteria (SCHEDULE G)

The trust will undertake an evaluation of the commercial criteria as detailed in Schedule G.

Step Five: Technical and Commercial Criteria (SCHEDULE F & SCHEDULE G)

The trust will review the demonstration scoring (step three – Schedule F) and the technical criteria (step-two – Schedule F) which will be added to the commercial criteria (Schedule G) in order to recommend the successful supplier for award based on the following formula:

$$\text{Score} = \frac{\text{Lowest Tender Total Cost}}{\text{Applicant Price}} \times 50\% \text{ (Maximum available marks)}$$

6.1.4 **Clinical table-top trials** ☒ (only applicable to the Tender if this box is checked)

Clinical table-top trials will be used to asses a products 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 asses products with minimum disruption to our clinicians and patients and as such will not be trialed 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.

6.1.5 **Clinical trials** ☐ (only applicable to the Tender if this box is checked)

The Authority wishes to conduct a clinical trial of the products being offered as part of this Tender to satisfy itself that they are clinically acceptable to use within our own environment and are fully compatible with other Trust assets in use. To minimise any disruption to our patients and clinical staff, we will only undertake a full clinical trial of the bidder which has been ranked first following the application of the full award criteria.

Where a bidder has ranked first and there is a consensus from the Authority that the goods offered are not acceptable and pose a risk to our patients and/or clinicians, the bidders offer will be rejected. Prior to any rejection the Authority will liaise with the bidder's representatives and ensure adequate recourse is given that no misrepresentation of the goods on offer has been construed by the Authority, and that the bidder will be given adequate feedback to assist it in its future product development.

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

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

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

7.1 The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the self-employed.

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

7.3.1 To assist in this process the Authority is seeking workforce details from the present supplier(s). The Authority 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 Authority a Tenderer will be deemed to have agreed to abide by these obligations of confidentiality.

7.4 The successful supplier will be required to indemnify the Authority against all possible claims under TUPE.

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

8. Canvassing

8.1 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 Authority, or to any officer (or their partner) or employee (or their partner) of any Authority 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 Authority concerning the process leading

to the award of the contract (save as expressly provided for in the MOI, ITT or ITT; or

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

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

9. Collusive Tendering

9.1 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 and ITT). Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder; or
- communicates to any person other than Authority 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 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 ITT or proposed response to the ITT or ITT;

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

10. Guarantees

10.1 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 Authority within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Tenderer of its obligations to the Contracting Authority

10.2 If the successful Tenderer shall fail to provide the Guarantee within the period specified in 10.1 above, the Authority shall by written notice to the Tenderer be entitled to treat such failure as putting an end to the Contract between the Authority and the Tenderer, and the Tenderer, shall thereupon be liable to pay to the Authority damages, for such failure of such sum as shall be equivalent to the difference between the total whole term contract price of the contract with the successful tenderer and the total whole term contract price of the contract offered by the second placed Tender received by the Authority which at the date such notice is given is still open for acceptance by the Authority.

11. The Contract Terms and Conditions

11.1 This procurement exercise concerns the conclusion of a Contract under which either a sole or a number of successful Tenderers will be appointed (as denoted in the opportunity listing or OJEU notice) to supply the offering as described in Schedule D the specification, to the Authority on the terms agreed. A copy of the specimen Contract including the contract terms and conditions can be found in Schedule E.

11.2 Upon concluding the procurement process the signed acceptance of the specimen contract shall be issued to the successful bidder. This will form the contract.

12 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 Authority, 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 Authority, 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 Authority in relation to this procurement. No person has been authorised by the Authority, or their advisers or consultants to give any information or make any representation not contained in the MOI or the ITT or the ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in the ITT or the 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 the ITT or other pre-contract documentation.

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

In this paragraph 19, references to the MOI and the ITT and 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 Authority or any of its advisers or consultants in connection with the ITT or any other pre-contract document.

Each Bidder's acceptance of delivery of a ITT response constitutes its agreement to, and acceptance of, the terms set out in this ITT.

The Authority 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 submissions and ITT bids, not to invite a Potential Bidder to proceed further, not to furnish a potential Bidder with additional information nor otherwise to negotiate with a potential Bidder in respect of the procurement.

The Authority 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.

13 Bidder changes

Bidders are subject to an ongoing obligation to notify the Authority 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 Authority should be notified of any material change as soon as it becomes apparent.

Failure to notify the Authority 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 Authority reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Authority may take into account whether such change is material to the delivery of the contract.

14 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 Authority 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 Authority 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.

15 Publicity

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

16 IPR

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

17 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).

SCHEDULE D

SPECIFICATION

(for your review and agreement in Schedule H)

Specification of Requirements

1. Overview

The Countess of Chester Hospital NHS Foundation Trust is seeking to appoint a single supplier to supply a clinically led benchmarking system that provides access to data and reports, to provide detailed national health intelligence and market assessment data, to monitor, compare and evaluate service provision, care quality, market share and competitor analysis.

The Contract will be for a two year period, with the option to extend for a further 12 months + 12 months.

As a minimum, the service should provide comparative data relating to mortality, morbidity, acute hospital activity, primary care service demand and service referrals, quality of care indicators and Trust performance.

The service should identify and pre-empt potential clinical or operational performance issues with alert mechanisms based on agreed KPI thresholds. The provider must work with the Trust to tailor the product to the Trust's requirements, and support integration of the tools into the Trust's existing systems and processes to ensure that clinical and managerial staff can utilise the system to inform and drive service improvement and development.

2. Hospital Activity and Patient Outcomes

The system should be able to provide the below information within the Clinical Benchmarking System to allow up to date information regarding patient activity and outcomes including:

Emergency Department (this is subject to change following recent guidance)

- Activity: Emergency Department attendances
- Emergency Department 4 hour wait performance

Inpatients

- Activity: inpatient spells
- Activity: surgery and procedure counts
- Mortality – (both HSMR and SHMI)
- Length of stay (spells, pre-operative, post-operative)
- Day case rates
- Emergency readmissions

Outpatients

- Activity: new and review outpatient appointments
- New to review outpatient ratios
- DNA rates

Clinical Coding

- Depth of clinical coding of ICD10 diagnosis and Procedure codes

2.1 The system should be able to be split out by organisational categories, including Trust, specialty, treatment function and individual consultant

2.2 The system should be able to provide for the above to be split out by demand-based categories, including CCG, and GP practice

2.3 The system should be able to provide for the above to be split out by patient demographics, including child/adult, age bands, gender, ethnicity

2.4 The system should allow for the above information to be compared with national performance, peer performance and individual NHS Trusts and other healthcare providers.

2.5 The system should provide a subset of the above information broken down to consultant, local specialty and national specialty level to contribute to the consultant appraisal process. Responsible officers should be able to run consultant appraisal reports

2.6 To include a clear definition of activity allocation to consultants

2.7 To enable users to drill down to underlying data down to a patient level

2.8 Have sufficient flexibility to ensure that it can provide reports that are attuned to the recognised performance indicators and specialty standards as are specified by the various clinical colleges/faculties

2.9 Be able to provide reports that mirror national CQC reporting requirements and NHSI

2.10 Have the flexibility to provide reports that reflect local reporting requirements in particular those that support the local and national quality agenda

2.11 Be able to provide data at required aggregation levels as required e.g. by clinical team whilst maintaining the ability to provide data at individual clinician level.

3. Mortality Reporting and Alerting

3.1 To be able replicate the national mortality reporting metric, the Summary Hospital Mortality Indicator (SHMI) using the defined methodology.

3.2 Users of the clinical benchmarking system to define reports and bookmarks

3.3 To be able to replicate the Hospital Standardised Mortality Ratio (HSMR) using the defined methodology.

3.4 To be able to provide reporting and analyses of the SHMI/HSMR at patient level, and within the various clinical groupings that comprise the SHMI/HSMR.

3.5 To respond flexibly to any changes in national methodology and reflect this in the reporting.

3.6 To alert the Trust to any adverse trends in the SHMI/HSMR prior to national publication and provide the Trust with an analyses of factors that are driving these changes

3.7 To provide an alerting reporting service to the Trust, that enable the Trust to respond proactively to any potential “mortality outlier alert” reports

3.8 To provide specific reporting on any national measures that enable the Trust to monitor progress against these on a regular basis

4. Technical Requirements

The proposed system should be able to:

4.1 Web based and available to all designated users within the Trust; be able to provide functionality to set access controls according to user level

4.2 The application should be compatible to run on the Hospital IT Infrastructure. As a web based system, the application should be able to run on Microsoft Internet Explorer 11 and any further upgrades that are available for the lifetime of the software. The software should be through the trusts Firewall

4.3 Be user friendly, intuitive, easily navigable by expert and casual users.

4.4 Have a logical password structure for ease of access

4.5 Adhere to NHS Data Dictionary definitions wherever appropriate.

4.6 The Procedure for receiving data from the Trust should be consistent, reliable and user friendly.

5. Configuration and Flexibility

The proposed system should provide:

5.1 The ability to define and select our own local and/or national peer groups , it is desirable that there is also the ability to select specific peer groups for identified specialties as defined by the service, recognising that a generic hospital peer group is not necessarily useful

5.2 Be adaptable to the organisational business and management structures

5.3 The system must have the flexibility to respond to changes in the national compliance agenda and related reporting requirements

5.4 The functionality to drill down to patient level information & individual consultant to enable rapid and intuitive detailed investigation.

5.5 The system must provide clear and understandable definitions of all data items and metrics used.

5.6 The system should be flexible and able to be amended in light of changes in NHS data standards (e.g. Information Standards Notices (ISNs) and to take into account new data sets, and provide comparative analysis as required.

5.7 Ability to download / export information into MSOffice products (Word / Excel).

5.8 Data should be updated regularly and where available the most recent data should be no more than 2 months old.

5.9 The Supplier should be able to work with the Trust to ensure that activity allocations are in line with the Trust's own reporting to ensure consistency between information sources.

6. Reporting and Provision of Information

The proposed system must:

6.1 Be able to provide routine, reliable and statistical evidence based performance data.

6.2 Present information in a range of formats including charts & tables to enable easy analysis & identification of areas requiring attention.

6.3 Have the functionality to Flag or alert options for highlighting outlier (and best practice) positions.

6.4 Support the production of timely and accessible reports at Trust, Specialty, treatment specialty, Consultant and HRG level with comparative data to enable benchmarking across a range of performance indicators.

6.5 To provide graphical and numerical monthly and yearly trend analysis of performance.

6.6 Able to provide comparative benchmarked data by peer group for inpatient, day case and outpatient activity at speciality, subspecialty and consultant levels.

Reporting and Provision of Information (Desirable)

6.7 Be able to provide evidence of performance through a dashboard identifying clinical variation or practices that fall short of expected outcomes as well as good practice.

6.8 Enable defined reports to be emailed in Excel format to specific users on a monthly or scheduled basis.

6.9 Desirable option to enable defined reports to be saved to a network location in Excel/CSV format on a monthly or scheduled basis

6.10 Desirable option to provide reference costs against peers with the ability to drill down at speciality, subspecialty, HRG and consultant level.

6.11 Desirable option to enable defined reports to be saved to a network location in Excel/CSV format on a monthly or scheduled basis

6.12 Desirable option to provide an API (application programming interface) to allow external databases to extract data on performance relating to the Trust and other organisations.

7. Quality

The Supplier should:

7.1 Validate the Trust and benchmarking data with quality checks undertaken on SUS and HES data.

7.2 Provide details of quality assurance systems operated, that can be used to validate the data submitted and data that is the basis of the comparative data

7.3 Supplier must flag or exclude data submissions of a poor quality

7.4 Be able to support the reporting of data quality, highlighting data completeness across key data fields.

8. Market intelligence

The system should:

8.1 Provide information on the current and historical pattern of referrals to the Trust by GP & locality.

8.2 Enable trend analyses of activity and market share over time by point of delivery and specialty.

8.3 Allow activity, income and market share analysis by specialty, treatment specialty, HRG, diagnosis, point of delivery or procedure. Provide market share analysis by commissioners with ability to drill down to individual practices and general practitioners by speciality, subspecialty and HRG.

8.4 Provide market share analysis indicating by GP practice providers referred to by point of delivery and specialty.

8.5 Provide the ability to review the activities & market share of other healthcare providers

8.6 Analyse market share with ability to determine activity that is being captured by competitor trusts again by speciality, treatment specialty and HRG.

8.7 Produce maps, graphs & tables of activity and market share

8.8 Enable the Trust to identify gaps between current provision or activity & potential market gain.

8.9 Ensure that the reported data includes all NHS patients treated regardless of provider.

8.10 Provide an analysis of the Trust's market share for a given locality and/or GP practice.

9. Supplier Capability

The Supplier should:

9.1 Be able to provide a wide range of consultancy support services during any development stages and supporting role across core Trust work

9.2 Be able to provide excellent levels of support for all products offered, and any recommended hardware (procured separately); particularly installation issues

9.3 Demonstrate ongoing commitment to the product and its development in line with relevant new technology and changing user requirements

9.4 Provide future enhancements to the Trust as part of the annual maintenance charge

9.5 Provide a project plan for future development and provide a copy to the trust

9.6 Treat as confidential all information which may be derived from or be obtained in the course of the contract or which may come into the possession of the contractor or an employee, servant or agent or sub-contractor of the contractor as a result or in connection with the contract

10. Information Governance, Data Protection, Information Security and Supplier Responsibility

The Supplier must:

10.1 Provide all necessary precautions to ensure that all such information is treated as confidential by the Supplier, his employees, servants, agents or sub-contractors

10.2 Be fully compliant with GDPR (General Data Protection Regulations) 2018

10.3 Ensure that the organisations employees, servants, agents and sub-contractors are aware of the provisions of the Data Protection Act 2018 and BS7799 and that any personal information obtained from the Authority/Trust/Practice shall not be disclosed or used in any unlawful manner

10.4 Indemnify the NHS organisation (Authority/Trust/Practice) against any loss arising under the Data Protection Act 2018 caused by any action, authorised or unauthorised, taken by himself, his employees, servants, agents or sub-contractors

10.5 Ensure the secure use of data with confidentiality

10.6 Ensure that all data is held securely and that necessary information security standards are applied and implemented

10.7 Provide the Trust with a secure mechanism in which to share the required data.

10.8 Fully comply with the Data Protection Act 2018 and commit to fully comply for the duration of the contract.

10.9 Be able to demonstrate to the Trust their compliance with the above requirements.

11. Clinical Table Top Trials of Clinical Benchmarking Systems

The supplier's successful in meeting the pre-requisites stage within Step One will be invited to provide a presentation demonstration of their clinical benchmarking system to the trust's stakeholders who will consist of the following:

- Head of Information and Performance
- Divisional Information Manager
- Interim Medical Director
- Various Consultants from Planned and Urgent Care Divisions

- Service Manager, Planned Care
- Interim Information Governance Manager
- Business Performance Manager, Urgent Care
- Specialist Buyer, Procurement

The demonstration format and evaluation criteria can be found within the SCHEDULE F Technical evaluation. The demonstrations will take place on **Monday 17th June** and abide by the following indicative schedule (subject to change based on clinician availability), if you have been successful to this stage you will be contacted via the e-tendering portal by procurement with a formal invitation and further information.

Please note although this dates are indicative we do ask that you are flexible to accommodate the stakeholder's availability.

Name of Supplier	Date of Demonstration	Allocated Appointment
Supplier One	Monday 17th June	9.00-9.45am
Supplier Two	Monday 17th June	9.55-10.40am
Supplier Three	Monday 17th June	10.50-11.35am

11.1 Training

- The successful supplier will be required to run a launch of the clinical benchmarking system upon implementation, and provide a relevant implementation plan working in line with the trusts requirements
- Provide 6 free of charge on-site group/individual training places for staff to learn how to use the clinical benchmarking system (to be discussed with the Head of Information and Performance and clinicians upon award)
- Regular user groups/online forums, this can be discussed between the supplier and trust upon award. The Trust currently has user groups quarterly.
- A price for additional training has been requested in the commercial response (SCHEDULE G) for information, as specified above 6 free of charge training places will be included in the contract free of charge but also any additional training should be kept to a minimum.

12. Key Performance Indicators

- Implementation of system to be completed within 3 months of award date as per implementation plan
- Monthly reports (usage, performance to be customised with the Informatics team)
- Account Manager support for telephone calls (2 hours) and email responses (4 hours)
- Ad Hoc Reports on request by the trust when required
- Quarterly Meetings to discuss current issues with system and any matters arising

- Downtime of system, the supplier must contact the Informatics team within 1 hour of the downtime and discuss how this will be managed
- Supplier to feedback to Informatics team at Countess of Chester on usage of system ensuring that it is used to its full potential. This will be reviewed every 6 months as part of the contract review meetings.

Acronyms

Acronym	Definition
HRG	**Healthcare Resource Group**
SUS	**Secondary Uses Service data**
HES	**Hospital Episode Statistical data**
ISA	**Internet Security and Acceleration Server**
NHS	**National Health Service**
API	**Application Programming Interface**
DSCN	**Data Set Change Notices**
FCE	**Finished Consultant Episode**
CQC	**Care Quality Commission**
PA	**Programmed Activities**
ICD10	**International Statistical Classification of Diseases and Related Health Problems**

Indicative Timetable

Please note that these dates are for indicative purposes only and are subject to change dependent on clinician/stakeholder availability:

Key Stage	Indicative Date
Tender (ITT) Publication Date	7 May
Clarification Period	7-31 May
Closing Date of Clarification Messages	31 May 1.00pm
Tender (ITT) Closing Date	**6 June 1.00pm**
Evaluation Meetings	W/C 3 June
Clinical Table-Top Trials of Benchmarking System	17th June
Intent to Award	To be confirmed
Standstill Period	10 days from date of intent to award
Contract Duration	2 years + 12 months + 12 months

SCHEDULE E

SPECIMEN CONTRACT

(UPLOADED INTO THE ETENDERING SYSTEM AS A SEPARATE DOCUMENT – NHS TERMS AND CONDITIONS FOR GOODS AND SERVICES JANUARY 2018 FOR YOUR ACCEPTANCE)

SCHEDULE F

TECHNICAL EVALUATION

**** FOR COMPLETION IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

TECHNICAL EVALUATION

Please see below technical quality weighted criteria:

Criteria	Weighting (%)
Clinical Table-Top Trials of Benchmarking System	25%
System Specification and Integration	5%
Data and Reporting	5%
Timeliness	5%
Flexibility of the System	5%
Support and Customer Service	5%
Total	**50%**

Clinical Table-Top Trials of Benchmarking System –25%

The Countess of Chester would like to conduct demonstration trials of your clinical benchmarking system. All Tenderers will be invited to demonstrate the functionality, ease of use and the capability of the team to deliver the support required based on the following scenario and questions:

Criteria	Weighting (%)
Scenario One – Consultant Appraisal Please demonstrate how your system would support a consultant preparing for an appraisal?	5%
Scenario Two – Business Planning Please demonstrate how the system supports business managers in their annual planning?	5%
Scenario Three – SHMI and HSMR Regarding our learning from deaths working group can you please demonstrate how the system displays SHMI and HSMR and how an overall figure can be broken down into diagnosis and patient level, and how performance is benchmarked against other trusts?	10%
Training Please provide details of the training that you would provide to ensure that the relevant staff can use the system to its full potential. Your response must include but not be limited to: • How you will deliver on-going on-site training after the launch of the system to different staff groups	5%

• How your training will be delivered e.g. is there other innovative ways of delivering your training through webinars, online-portals etc. • Frequently asked questions/video tutorials/help-guides • How you will work with the Informatics team to ensure that the system is used to its full potential including identifying new modules of the system for the trust to utilise • What additional training is available to support the trust during the contract	
How would you manage the transition of moving from the trusts current system to your system in reference to data capture and implementation?	For Information Only
Total	**25%**

For the 3 scenarios listed above, your responses will be scored used the following criteria's:

Scenario One: Consultant Appraisal

Rate	Qualifier	Criteria
0	Deficient	The supplier was unable to provide a demonstration of their system covering a consultant appraisal
1	Limited Response	The supplier was able to provide a demonstration of their system covering a consultant appraisal but the demonstration was limited and requires improvement
2	Acceptable Response	The supplier was able to provide a demonstration of their system covering a consultant appraisal to an acceptable standard
3	Comprehensive Response	The supplier was able to provide a demonstration of their system covering a consultant appraisal to a comprehensive standard
4	Excellent Response	The supplier was able to provide a demonstration of their system covering a consultant appraisal to an excellent level which exceeded the trusts expectations.

Scenario Two – Business Planning

Rate	Qualifier	Criteria
0	Deficient	The supplier was unable to provide a demonstration of their system covering annual planning for business managers

1	Limited Response	The supplier was able to provide a demonstration of their system covering annual planning for business managers but the demonstration was limited and requires improvement
2	Acceptable Response	The supplier was able to provide a demonstration of their system covering annual planning for business managers to an acceptable standard
3	Comprehensive Response	The supplier was able to provide a demonstration of their system covering annual planning for business managers to a comprehensive standard
4	Excellent Response	The supplier was able to provide a demonstration of their system covering annual planning for business managers using their system to an excellent level which exceeded the trusts expectations.

Scenario Three – SHMI and HSMR

Rate	Qualifier	Criteria
0	Deficient	The supplier was unable to provide a demonstration of their system covering SHMI and HSMR
1	Limited Response	The supplier was unable to provide a demonstration of their system covering SHMI and HSMR but was limited and requires improvement
2	Acceptable Response	The supplier was able to provide a demonstration of their system to an acceptable standard covering SHMI and HSMR
3	Comprehensive Response	The supplier was able to provide a demonstration of their system to a comprehensive standard covering SHMI and HSMR
4	Excellent Response	The supplier was able to provide a demonstration of their system to an excellent level covering SHMI and HSMR which exceeded the trusts expectations.

For the training question, your response will be scored using the following criteria:

Training

Rate	Qualifier	Criteria
0	Deficient	The suppliers response gives cause for major concern as the supplier is unable to provide training that is suitable for the trust.

1	Limited Response	The response gives some confidence that the supplier would provide training that covers all of the required elements but there are weak areas or areas of minor concern.
2	Acceptable Response	The response gives acceptable confidence that the supplier would provide training that covers all of the required elements and is tailored to the requirements of the staff.
3	Comprehensive Response	The response gives comprehensive information that the supplier would provide training that covers all of the required elements and is tailored to the requirements of the staff.
4	Excellent Response	The response gives excellent confidence that the supplier would provide excellent training covering all of the required elements that is tailored to the requirements of the staff to ensure that the system can be used to its full potential.

System Specification – Weighting 5%

Please provide a full system specification for the Countess of Chester NHS Foundation Trust of your proposed clinical benchmarking, your response must include all client requirements, be compatible with the trusts web browser internet explorer 11 and address system resilience and downtime.

Your response will be scoring used the following criteria:

Rate	Qualifier	Criteria
0	Deficient	The response provided is unable to meet the trusts requirements
1	Limited Response	Some aspects of the response cause concerns for the trust and are limited.
2	Acceptable Response	The response gives some confidence that the system specification will meet the requirements and will integrate with the Trust's existing system architecture but there are weak areas or areas of minor concern.
3	Comprehensive Response	The response gives good confidence that the system specification will meet the requirements and will integrate with the Trust's existing system architecture without putting the Trust's existing systems at risk.
4	Excellent Response	The response gives excellent confidence that the system specification will fully meet the requirements and will integrate seamlessly with the Trust's existing system architecture without putting the Trust's existing systems at risk and with minimal resource required from the Trust.

Please upload your response with the filename “Supplier Name_System” against this question in the Technical Questionnaire in the eTendering system. Your response should be minimum font size 11 and no more than 3 sides of A4.

Data and Reporting - Weighting 5%

The successful system should be able to provide a range of flexible on-screen data and reports that will enable the Countess of Chester Hospital NHS Foundation Trust the ability to easily access clinical and performance benchmarking and market share information on a range of indicators, ensuring that the reports are easily accessible via bookmarks/ favourites tabs.

Your response must include but not be limited to:

- Provide details of the data and reports (standard and bespoke) that the Trust will be able to access/produce themselves (by logging into the system) for benchmarking clinical performance and market share against other NHS Trusts.

- Where relevant, your response should be supported by examples (minimum of 2) from a previous contract within the last 12 months.

Rate	Qualifier	Criteria
0	Deficient	The response provided is unable to meet the trusts requirements
1	Limited Response	The response gives some confidence that the Tenderer has capability to provide clinical and performance benchmarking and market share data but there are weak areas or areas of minor concern such as not referencing favourites and bookmarks
2	Acceptable Response	The response gives good confidence that the Tenderer’s solution would enable the Trust to access meaningful data on clinical benchmarking and market share indicators that align with CQC reporting and alerts. The presentation of the data meets the requirements of the Trust and the data is easy to analyse and interpret. The data is reasonably flexible and the Trust will have the ability to ‘drill-down’ into the detail of the data (e.g. individual clinicians) and also references favourites and bookmarks Many of the reports are available on screen and in an easy-to-interpret printable format
3	Comprehensive Response	The response gives good confidence that the Tenderer’s solution would enable the Trust to access meaningful data on a wide range of clinical and performance benchmarking and market share indicators that are closely aligned with CQC reporting and alerts. The presentation of the data meets or exceeds the requirements of the Trust and the data appears to be easy to

		analyse and interpret. The data is flexible and the Trust will have the ability to 'drill-down' into the detail of the data (e.g. individual clinicians) and also references favourites and bookmarks. Access to the data is straightforward, simple and does not involve an excessive number of key-strokes. The range of reports is available on screen and in an easy-to-interpret printable format.
4	Excellent Response	The response gives excellent confidence that the Tenderer's solution would enable the Trust to access meaningful data on a wide range of clinical and performance benchmarking and market share indicators that are closely aligned with CQC reporting and alerts. The presentation of the data meets or exceeds the requirements of the Trust and the data appears to be easy to analyse and interpret. The data is flexible and the Trust will have the ability to 'drill-down' into the detail of the data (e.g. individual clinicians) and also references favourites and bookmarks. Access to the data is straightforward, simple and does not involve an excessive number of key-strokes. The range of reports is available on screen and in an easy-to-interpret printable format.

Please upload your response with the filename "Supplier Name_System" against this question in the Technical Questionnaire in the eTendering system. Your response should be minimum font size 11 and no more than 3 sides of A4.

Timeliness - Weighting 5%

The successful system should be able to provide timely alerts and data reports to highlight outlier (and best practice) positions and how you would ensure that the Trust gains early visibility

Your response must include but not be limited to:

- Your process and methodology for obtaining benchmarking data
- The range of alerts that you could provide to the Trust
- Details of the frequency and timeliness that alerts should be provided
- How you would ensure the Trust gains early visibility of their performance

Rate	Qualifier	Criteria
0	Deficient	Any aspect of the response gives cause for major concern.

1	Limited Response	The response gives some confidence that the Tenderer has capability to provide alerts but there are weak area(s) or area(s) of minor concern.
2	Acceptable Response	The response gives confidence to an acceptable level that the Tenderer has the capability to provide some timely alerts to the Trust.
3	Comprehensive Response	The response gives confidence that is comprehensive that the Tenderer has the capability to provide some timely alerts to the Trust.
4	Excellent Response	The response gives excellent confidence that the Tenderer has strong capability to provide a range of timely alerts that will enable the Trust to gain early visibility of outlier and best practice positions.

Please upload your response with the filename “Supplier Name_System” against this question in the Technical Questionnaire in the eTendering system. Your response should be minimum font size 11 and no more than 3 sides of A4.

Flexibility of the System - Weighting 5%

The proposed system should be sufficiently flexible to be able to incorporate the current requirements of the Trust and any new requirements that may be introduced either by the Trust or other organisations (e.g. Department of Health). Please describe the flexibility/configurability of your proposed system. Where relevant, your response should be supported by previous examples (minimum of 2)to demonstrate the system’s flexibility/configurability.

Rate	Qualifier	Criteria
0	Deficient	Any aspect of the response gives cause for major concern and evidences that the clinical benchmarking system is not flexible.
1	Limited Response	The response gives some confidence that the proposed system is sufficiently flexible/configurable to incorporate current and future requirements but there are minor weak areas of areas of minor concern.
2	Acceptable Response	The response gives acceptable confidence that the proposed system is sufficiently flexible/configurable to incorporate current and future requirements
3	Comprehensive Response	The response gives comprehensive information that the proposed system is sufficiently flexible/configurable to incorporate current and future requirements
4	Excellent Response	The response gives excellent confidence that the proposed system is sufficiently flexible/configurable to easily incorporate current and future requirements

Please upload your response with the filename “Supplier Name_System” against this question in the Technical Questionnaire in the eTendering system. Your response should be minimum font size 11 and no more than 3 sides of A4.

Support and Customer Service - Weighting 5%

Please describe the support and customer service arrangements that will be available to the Trust throughout the contract. All support and customer service arrangements should be provided within the fixed price quoted.

Your response must include but not be limited to:

- Dedicated account management support
- Details with regards to your helpdesk queries including response times (phone and email)
- How to report complaints and issues regarding the clinical benchmarking system

Rate	Qualifier	Criteria
0	Deficient	Any aspect of the response gives cause for major concern and that the supplier is unable to provide customer service support.
1	Limited Response	The response provides some confidence that the support and customer service arrangements provided by the Tenderer would meet the requirements of the Trust but there are minor weak areas or areas of concern.
2	Acceptable Response	The response provides acceptable confidence that the support and customer service arrangements provided by the Tenderer would meet the requirements of the Trust. The tenderer has a flexible approach to support and customer service with few or no restrictions. The support and customer service arrangements proposed are a suitable quality and the availability will ensure that the needs of the Trust are met
3	Comprehensive Response	The response provides comprehensive information that the support and customer service arrangements provided by the Tenderer would meet the requirements of the Trust. The tenderer has a flexible approach to support and customer service with few or no restrictions. The support and customer service arrangements proposed are a suitable quality and the availability will ensure that the needs of the Trust are met.
4	Excellent Response	The response provides excellent confidence that the support and customer service arrangements provided by the Tenderer would meet or exceed the requirements of the Trust. The tenderer has

		a flexible approach to support and customer service with few or no restrictions. The support and customer service arrangements proposed are of a high standard and the availability will ensure that the needs of the Trust are met. The response gives excellent confidence that the support and customer service arrangements will ensure that the contract runs smoothly with minimal inconvenience or disruption to the Trust.

Please upload your response with the filename “Supplier Name_System” against this question in the Technical Questionnaire in the eTendering system. Your response should be minimum font size 11 and no more than 3 sides of A4.

SCHEDULE H

PRE-REQUISITES (MANDATORY REQUIREMENTS)

**** FOR REVIEW AND AGREEMENT ****

The attachment been uploaded as a separate document in the QUALIFICATION ENVELOPE UNDER SQ DOCUMENT

Standard Selection Questionnaire

Potential Supplier Information and Exclusion Grounds: Part 1 and Part 2.

The standard Selection Questionnaire is a self-declaration, made by you (the potential supplier), that you do not meet any of the grounds for exclusion. If there are grounds for exclusion, there is an opportunity to explain the background and any measures you have taken to rectify the situation (we call this self-cleaning).

A completed declaration of Part 1 and Part 2 provides a formal statement that the organisation making the declaration has not breached any of the exclusions grounds. Consequently we require all the organisations that you will rely on to meet the selection criteria to provide a completed Part 1 and Part 2. For example these could be parent companies, affiliates, associates, or essential sub-contractors, if they are relied upon to meet the selection criteria. This means that where you are joining in a group of organisations, including joint ventures and partnerships, each organisation in that group must complete one of these self-declarations. Sub-contractors that you rely on to meet the selection criteria must also complete a self-declaration (although sub-contractors that are not relied upon do not need to complete the self-declaration).

When completed, this form is to be sent back to the contact point given in the procurement documents along with the selection information requested in the procurement documentation.

Note for Contracting Authorities: The following paragraph is optional for inclusion, authorities can delete it if **they prefer to receive** only **Word/ PDF versions of the standard Selection Questionnaire**. [*Alternatively you can submit the completed Exclusion Grounds of the EU ESPD (Part III) as a downloaded XML file to the buyer contact point along with the selection information requested in the procurement documentation*.]

Supplier Selection Questions: Part 3

The procurement document will provide instructions on the selection questions you need to respond to and how to submit those responses. If you are bidding on behalf of a group (consortium) or you intend to use sub-contractors, you should complete all of the selection questions on behalf of the consortium and/or any sub-contractors.

If the relevant documentary evidence referred to in the Selection Questionnaire is not provided upon request and without delay we reserve the right to amend the contract award decision and award to the next compliant bidder.

Consequences of misrepresentation

If you seriously misrepresent any factual information in filling in the Selection Questionnaire, and so induce an authority to enter into a contract, there may be significant consequences. You may be excluded from the procurement procedure, and from bidding for other contracts for three years. If a contract has been entered into you may be sued for damages and the contract may be rescinded. If fraud, or fraudulent intent, can be proved, you or your responsible officers may be prosecuted and convicted of the offence of fraud by false representation, and you must be excluded from further procurements for five years.

COUNTESS OF CHESTER NHS FOUNDATION TRUST

G/225/IMT/18/SVR

BELOW OJEU TENDER (OPEN)

Notes for completion

1. The "authority" means the contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable candidates to participate in this procurement process.
2. "You" / "Your" refers to the potential supplier completing this standard Selection Questionnaire i.e. the legal entity responsible for the information provided. The term "potential supplier" is intended to cover any economic operator as defined by the Public Contracts Regulations 2015 (referred to as the "regulations") and could be a registered company; the lead contact for a group of economic operators; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.
3. Please ensure that all questions are completed in full, and in the format requested. If the question does not apply to you, please state 'N/A'. Should you need to provide additional information in response to the questions, please submit a clearly identified annex.
4. The authority recognises that arrangements set out in section 1.2 of the standard Selection Questionnaire, in relation to a group of economic operators (for example, a consortium) and/or use of sub-contractors, may be subject to change and will, therefore, not be finalised until a later date. The lead contact should notify the authority immediately of any change in the proposed arrangements and ensure a completed Part 1 and Part 2 is submitted for any new organisation relied on to meet the selection criteria. The authority will make a revised assessment of the submission based on the updated information.
5. For Part 1 and Part 2 every organisation that is being relied on to meet the selection must complete and submit the self-declaration.
6. **Note for Contracting Authorities: The following paragraph is optional for inclusion if a decision has been made to request a self-declaration of the exclusion grounds from sub-contractors.** *All sub-contractors are required to complete Part 1 and Part 2.*
7. For answers to Part 3 - If you are bidding on behalf of a group, for example, a consortium, or you intend to use sub-contractors, you should complete all of the questions on behalf of the consortium and/ or any sub-contractors, providing one composite response and declaration.

The authority confirms that it will keep confidential and will not disclose to any third parties any information obtained from a named customer contact, other than to the Cabinet Office and/or contracting authorities defined by the regulations, or pursuant to an order of the court or demand made by any competent authority or body where the authority is under a legal or regulatory obligation to make such a disclosure.

Part 1: Potential supplier Information

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 1- Potential supplier information	Question	Response
Question number		
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b) – (i)	Registered office address (if applicable)	
1.1(b) – (ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number (if applicable)	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	
1.1(i) - (i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the	Yes ☐ No ☐ N/A ☐

	member state where it is established?	
1.1(i) - (ii)	If you responded yes to 1.1(i) - (i), please provide the relevant details, including the registration number(s).	
1.1(j) - (i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes ☐ No ☐
1.1(j) - (ii)	If you responded yes to 1.1(j) - (i), please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes ☐ No ☐
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	

1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

Please provide the following information about your approach to this procurement:

Section 1- Bidding model Question number	Question	Response
1.2(a) - (i)	Are you bidding as the lead contact for a group of economic operators?	Yes ☐ No ☐ If yes, please provide details listed in questions 1.2(a) (ii), (a) (iii) and to 1.2(b) (i), (b) (ii), 1.3, Section 2 and 3. If no, and you are a supporting bidder please provide the name of your group at 1.2(a) (ii) for reference purposes, and complete 1.3, Section 2 and 3.
1.2(a) - (ii)	Name of group of economic operators (if applicable)	
1.2(a) - (iii)	Proposed legal structure if the group of economic operators intends to form a named single legal entity prior to signing a contract, if awarded. If you do	

	not propose to form a single legal entity, please explain the legal structure.	
1.2(b) - (i)	Are you or, if applicable, the group of economic operators proposing to use sub-contractors?	Yes ☐ No ☐
1.2(b) - (ii)	If you responded yes to 1.2(b)-(i) please provide additional details for each sub-contractor in the following table: we may ask them to complete this form as well. Name Registered address Trading status Company registration number Head Office DUNS number (if applicable) Registered VAT number Type of organisation SME (Yes/No) The role each sub-contractor will take in providing the works and /or supplies e.g. key deliverables The approximate % of contractual obligations assigned to each sub-contractor	

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the

certificates or documentary evidence referred to in this document.

I understand that the information will be used in the selection process to assess my organisation's suitability to be invited to participate further in this procurement.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 1- Contact details and declaration	Question	Response
Question number		
1.3(a)	Contact name	
1.3(b)	Name of organisation	
1.3(c)	Role in organisation	
1.3(d)	Phone number	
1.3(e)	E-mail address	
1.3(f)	Postal address	
1.3(g)	Signature (electronic is acceptable)	
1.3(h)	Date	

Part 2: Exclusion Grounds

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Part 1 and Part 2 self-declaration.

Section 2- Grounds for mandatory exclusion	Question	Response
Question number		
2.1(a)	**Regulations 57(1) and (2)** The detailed grounds for mandatory exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or	

	control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage.	
	Participation in a criminal organisation.	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Corruption.	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Fraud.	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Money laundering or terrorist financing	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes ☐ No ☐ If Yes please provide details at 2.1(b)
2.1(b)	If you have answered yes to question 2.1(a), please provide further details. Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction, Identity of who has been convicted If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes ☐ No ☐
2.3(a)	**Regulation 57(3)** Has it been established, for your organisation by a judicial or administrative decision having	Yes ☐ No ☐

	final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?	
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 3- Grounds for discretionary exclusion	Question	Response
3.1	**Regulation 57 (8)** The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.	
3.1(a)	Breach of environmental obligations?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1 (b)	Breach of social obligations?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1 (c)	Breach of labour law obligations?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or	Yes ☐

	winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	No ☐ If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable sanctions?	Yes ☐ No ☐ If yes please provide details at 3.2
3.1(j)	Please answer the following statements	
3.1(j) - (i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes ☐ No ☐ If Yes please provide details at 3.2
3.1(j) - (ii)	The organisation has withheld such information.	Yes ☐ No ☐ If Yes please provide details at 3.2
3.1(j) –(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes ☐ No ☐ If Yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to	

	obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes ☐ No ☐ If Yes please provide details at 3.2

3.2	If you have answered Yes to any of the above, explain what measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	

Part 3: Selection Questions

Section 4- Economic and Financial Standing	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide **one** of the following: answer with Y/N in the relevant box.	Yes ☐ No ☐
	(a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes ☐ No ☐
	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes ☐ No ☐
	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes ☐ No ☐
4.2	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please	Yes ☐ No ☐

	self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	

Section 5	**If you have indicated in the Selection Questionnaire question 1.2 that you are part of a wider group, please provide further details below:**	
Name of organisation		
Relationship to the Supplier completing these questions		

5.1	Are you able to provide parent company accounts if requested to at a later stage?	Yes ☐ No ☐
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes ☐ No ☐
5.3	If no, would you be able to obtain a guarantee elsewhere (e.g. from a bank)?	Yes ☐ No ☐

Section 6	**Technical and Professional Ability**
6.1	**Relevant experience and contract examples** Please provide details of up to three contracts, in any combination from either the public or private sector; voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSEs may include samples of grant-funded work. Contracts for supplies or services should have been performed during the past three years. Works contracts may be from the past five years. The named contact provided should be able to provide written evidence to confirm the accuracy of the information provided below. Consortia bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (e.g. the consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member). Where the Supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of the supplies or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract. If you cannot provide examples see question 6.3

	Contract 1	Contract 2	Contract 3
Name of customer organisation			
Point of contact in the organisation			
Position in the organisation			
E-mail address			
Description of contract			
Contract Start date			
Contract completion date			
Estimated contract value			

6.2	Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s) Evidence should include, but is not limited to, details of your supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)

6.3	If you cannot provide at least one example for questions 6.1, in no more than 500 words please provide an explanation for this e.g. your organisation is a new start-up or you have provided services in the past but not under a contract.

Section 7	**Modern Slavery Act 2015: Requirements under Modern Slavery Act 2015**	
7.1	Are you a relevant commercial organisation as defined by section 54 ("Transparency in supply chains etc.") of the Modern Slavery Act 2015 ("the Act")?	Yes ☐ N/A ☐

7.2	If you have answered yes to question 1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	Yes ☐ Please provide relevant the url … No ☐ Please provide an explanation

8. Additional Questions

Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.

Section 8	**Additional Questions**
8.1	**Insurance**
a.	Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below: Y/N Employer's (Compulsory) Liability Insurance = £x Public Liability Insurance = £x Professional Indemnity Insurance = £x Product Liability Insurance = £x *It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.

8.2	**Skills and Apprentices – (please refer to supplier selection guidance)**	
a.	Public procurement of contracts with a full life value of £10 million and above and duration of 12 months and above should be used to support skills development and delivery of the apprenticeship commitment. This policy is set out in detail in Procurement Policy Note 14/15. Please confirm if you will be supporting apprenticeships and skills development through this contract.	Yes ☐ No ☐
b.	If yes, can you provide at a later stage documentary evidence to support your commitment to developing and investing in skills, development and apprenticeships to	Yes ☐ No ☐

	build a more skilled and productive workforce and reducing the risks of supply constraints and increasing labour cost inflation?	
c.	Do you have a process in place to ensure that your supply chain supports skills, development and apprenticeships in line with PPN 14/15 (see guidance) and can provide evidence if requested?	Yes ☐ No ☐

8.3	**Steel – (please refer to supplier selection guidance)**
a.	Please describe the supply chain management systems, policies, standards and procedures you currently have in place to ensure robust supply chain management
b.	Please provide details of previous similar projects where you have demonstrated a high level of competency and effectiveness in managing of all supply chain members involved in steel supply or production so that there was a sustainable and safe supply of steel.
c.	Please provide all the relevant details of previous breaches of health and safety legislation in the last 5 years, applicable to the country in which you operate, on comparable projects, for both: (i) Your company (ii) All your supply chain members involved in the production or supply of steel.

8.4	**Suppliers' Past Performance - (please refer to supplier selection guidance - this question should only be included by central government contracting authorities)**	
a.	Can you supply a list of your relevant principal contracts for goods and/or services provided in the last three years?	Yes ☐ No ☐

b.	On request can you provide a certificate from those customers on the list?	Yes ☐ No ☐
c.	If you cannot obtain a certificate from a customer can you explain the reasons why?	Yes ☐ No ☐
d.	If the certificate states that goods and/or services supplied were not satisfactory are you able to supply information which shows why this will not recur in this contract if you are awarded it?	Yes ☐ No ☐
e.	Can you supply the information in questions a. to d. above for any sub-contractors [or consortium members] who you are relying upon to perform this contract?	Yes ☐ No ☐

8.5	**Compliance with Specification**	
a.	Please confirm your organisation has the capability and experience to successfully deliver the scope of requirements described in Schedule D Specification of the Invitation to Tender document.	Yes ☐ No ☐

8.6	**Financial Viability**	
a.	Tenderers are required to upload a copy of their Dun & Bradstreet (D&B) Comprehensive Report (or equivalent) which includes the rating for financial strength and risk of business failure. This is a mandatory requirement. Tenderers may be charged a fee by Dun and Bradstreet (or equivalent) for obtaining this report. The report will be used by the Trust to determine whether there is any evidence indicating a moderate or high risk to the Trust that the Tenderer will be unable to provide the services required over the period of the contract. If any Tenderer is assessed as moderate or high risk, the Trust reserves the right to eliminate the Tenderer from further stages of the procurement process. Economic and financial standing will be scored as follows:	Yes ☐ No ☐

8.7	Benchmarking Data	
a.	The Trust requires relevant clinical and performance benchmarking data to be available from all NHS providers in NHS England that offer similar services and are of a similar size to the Countess of Chester Hospital NHS Foundation Trust to ensure that the benchmarking data is meaningful. Tenderers must have data available from other NHS organisations including all NHS acute trusts	Yes ☐ No ☐

8.8	SHMI and HSMR	
a.	Please confirm that you are able to provide data covering SHMI and HSMR?	Yes ☐ No ☐

8.9	GDPR Regulations (2018) & Data Protection Act (2018)	
a.	Does your organisation fully comply with, and commit to fully comply with for the duration of the Contract, the Data Protection Act 2018 and GDPR (General Data Protection Regulations 2018)? Please provide your registration number (if applicable).	Yes ☐ No ☐

9.0	Compatibility with Internet Explorer 11	
a.	Is your clinical benchmarking system compatible with the trusts web browser internet explorer 11?	Yes ☐ No ☐

SCHEDULE G

COMMERCIAL EVALUATION

**** FOR COMPLETION IN THE ETENDERING COMMERCIAL RESPONSE ENVELOPE****

Invitation to Tender for the Clinical Benchmarking System

Contract Reference: G/225/IMT/18/SVR

SCHEDULE H - COMMERCIAL RESPONSE
SUPPLIER NAME:

Notes to applicants:
1. Responses submitted within this schedule will comprise 50% of the award criteria weighting.
2. Please enter your responses in the yellow shaded cells.
3. All costs provided must exclude VAT but inclusive of all other charges (e.g. transport, delivery, installation, travel subsistence etc)
4. The total costs summed in the 'commercial response' tab will cover Years 1 & 2
5. Free of charge pricing must be clearly indicated by inserting '0'. In the event that pricing is not providing in the yellow shaded cells the trusts will assume this is free of cha
6. Please ensure all areas of this document are completed in full.
7. Failure to provide responses to all questions may result in your tender submission not being evaluated any further.

INDEX	Compliance with Commercial Specification	WEIGHTING
1	Clinical Benchmarking System (Year 1 & 2)	50.00%
		50.00%
2	Clinical Benchmarking System (Year 3 & 4)	For information only
3	Additional Training	For information only

Responses submitted below in the commercial response will comprise 50% of the award criteria weighting.
Please enter your responses in the yellow shaded cells.

Commercial Response - Clinical Benchmarking System

Description of Product	Unit Cost (EX VAT)
Clinical Benchmarking System (Year One)	PLEASE INSERT YOUR UNIT COST HERE
Clinical Benchmarking System (Year Two)	PLEASE INSERT YOUR UNIT COST HERE
Total Contract Value (EX VAT)	**£0.00**

FOR INFORMATION ONLY
The following costs are for information only and will not be scored as part of the 50% commercial weighting

Description of Product	Unit Cost (EX VAT)
Clinical Benchmarking System (Year Three - Indicative) - For Information	PLEASE INSERT YOUR UNIT COST HERE
Clinical Benchmarking System (Year Four - Indicative) - For Information	PLEASE INSERT YOUR UNIT COST HERE
Additional Training - For Information Only	PLEASE INSERT YOUR UNIT COST HERE

SCHEDULE I

CONTINGENCY PLANS & BUSINESS CONTINUITY

**** FOR UPLOAD IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

ADDITIONAL INFORMATION

1. Company Information

1.1	Name of the organisation in whose name the tender would be submitted	Provided in the eTendering Supplier Registration Form
1.2	Contact name for enquiries about this bid	
1.3	Contact position (Job Title)	
1.4	Address including Post Code	
1.5	Telephone number	
1.6	Fax number	
1.7	Website address (if any)	
1.8	Company Registration number	
1.9	Charities or Housing Association or other Registration number (if this applies). Please specify registering body	
1.10	VAT Registration number	
1.11	Name of (ultimate) parent company (if this applies):	
1.12	Companies House Registration number of parent company (if this applies):	

2. CONTINGENCY PLANS & BUSINESS CONTINUITY

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

2.1 Please provide copies of what contingency plans your organisation has in place if any of the following incidents were to occur:

2.1.1 Fire at your premises

2.1.2 IT failure at your premises

2.1.3 Industrial action by your staff

2.1.4 National industrial action (e.g. the fuel dispute)

2.1.5 Force majeure (e.g. Terrorism, Piracy, Extreme Weather, Grounded flights)

THE CONTINGENCY AND BUSINESS CONTINUITY PLANS SHOULD BE UPLOADED IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE

SCHEDULE J

FORM OF OFFER

**** FOR COMPLETION AND UPLOAD IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

This schedule has been uploaded as a separate document in the attachments area, for ease of completion.

SCHEDULE K

CERTIFICATE OF NON-CANVASSING

**** FOR COMPLETION AND UPLOAD IN THE ETENDERING TECHNICAL RESPONSE ENVELOPE****

This schedule has been uploaded as a separate document in the attachments area, for ease of completion.

SCHEDULE L

DATA PROCESSING AGREEMENT

**** FOR REVIEW AND AGREEMENT ****

This schedule has been uploaded as part of the appendix of the NHS Terms and Conditions and will be reviewed and agreed upon contract award.