INVITATION TO TENDER FOR THE PROVISION OF:

E-learning content development – Care Act 2014

Deadline: 12 Noon on 10th July 2015

ITT Reference: 59924

**PART B –** Tender Schedules

 (To be returned by Tenderers)

1. Specification
2. Executive Summary

The Care Act 2014 is a major reforming piece of legislation which came into effect from April 2015. Support for councils and providers to implement the legislation and associated changes is managed via a Care and Support Reform Programme Board and dedicated joint programme management office (PMO) which consists of staff from the Department of Health (DH), Local Government Association (LGA) and Association of Directors of Adult Social Services (ADASS).

This Invitation to Tender (ITT) relates to the development of a single national e-learning package for the Care Act 2014 that will bring together content from the learning tools and best practice already produced. The contractor is required to develop a number of modules of SCORM (Sharable Content Object Reference Model) compliant e-learning content and assets, which will therefore be suitable for hosting on local and national Learning Management Systems based on existing learning and development material which has already been produced.

This will provide a free e-learning resource for the staff of around 14,000 care provider organisations, over 150 local authorities and a range of wider delivery partners who have responsibilities under the Care Act 2014 and the wider Care and Support Reform Programme in 2015/16.

The Care and Support Reform Programme supports the Departmental objective of “Better Care for all”. Delivery of the Care Act is a DH business objective included within the Structural Reform Plan.

This tender will support the current and future social care workforce to understand the principles of the Care Act and what the new duties and aspirations of the Act should mean for their day to day tasks as they support those with care and support needs. It responds to a clear desire from the sector for free to access e-learning which organisations can use alongside face-to-face training and other skills development as part of a blended solution locally to train and educate their staff at scale on social care reform.

1. The Requirement

The main objective is to bring selected learning tools and best practice from the circa £2.5m investment in learning and development materials produced for the Care Act in 14/15 (see section below) into a single e-learning package.

This will be easily accessible and free to use for the 14,000 care provider organisations (many of whom will be small providers with no access to alternative staff training/education programmes), 152 local authorities with social care responsibilities and wider delivery partners who are embedding the 15/16 care and support reforms. This requirement should provide truly interactive learning for social care staff (available irrespective of local platforms), for use as part of a blended approach to learning and skills development

Our approach is based on three deliverables:

1. **Design and production of e-learning content and assets based on existing material, procured through an open tender via Contracts Finder *(this tender)***.

The content and assets will be made available to target audiences in the following ways

1. Utilising a current DH partner’s existing e-learning platform to host the material (outside the scope of this tender); and
2. Enabling hosting of materials on local Learning Management Systems through circulation of e-learning assets via DVDs or online dissemination. This will be attractive to LAs as they can more readily monitor their employees’ completion and use of the resource. This will be funded separately to this tender and facilitated by the PMO.

**Outputs required from this tender**

Specifically the new e-learning package should deliver around 12 ‘modules’ or units which will cover content from the existing resources listed below. We would envisage each module consisting of between 1 and 1.5 hours learning time.

**Core Modules**

* the seven areas of Skills for Care’s [learning and development](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Learning-and-development.aspx) package
	+ [Introduction and overview of the Act](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Introduction-and-overview-of-the-Act.aspx)
	+ [Information and advice](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Information-and-advice.aspx)
	+ [First contact and identifying needs](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/First-contact-and-identifying-needs.aspx)
	+ [Charging and financial assessment](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Charging-and-financial-assessment.aspx)
	+ [Person centred care and support planning](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Person-centred-care-and-support-planning.aspx)
	+ [Transition to adulthood](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Transition-into-adulthood.aspx)
	+ [Partnerships, cooperation and integration](http://www.skillsforcare.org.uk/Standards/Care-Act/Learning-and-development/Partnerships%2C-cooperation-and-integration.aspx)

**Additional modules**

* This requirement will also involve production of e-learning content to form 5 further modules which provide in-depth learning on certain other areas of the Care Act. These **may** include building on content from the following resources:
	+ Safeguarding practice guidance and resources for Safeguarding Adults Boards from [Social Care Institute of Excellence (SCIE)](http://www.scie.org.uk/care-act-2014/safeguarding-adults/) and [LGA/ADASS](http://www.local.gov.uk/adult-social-care/-/journal_content/56/10180/3877757/ARTICLE)
	+ [Resources on strength-based (and proportionate) approaches to assessment](http://www.scie.org.uk/care-act-2014/assessment-and-eligibility/) (from the Social Care Institute of Excellence (SCIE)
	+ [Facilitating access to financial information and advice](http://www.local.gov.uk/documents/10180/5756320/Practice%2Bguidance%2Bto%2Bsupport%2BLocal%2BAuthorities%2Bto%2Bfacilitate%2Baccess%2Bto%2Bindependent%2Bfinancial%2Binformation%2Band%2Badvice%2Bunder%2Bthe%2BCare%2BAct%2B2014/156cef8a-8864-4fe0-8e2e-cbb9256b2f85) (NAFAO)
	+ Key issues for providers ([Care Providers Alliance/DH/ADASS/LGA](http://www.local.gov.uk/care-support-reform/-/journal_content/56/10180/6527719/ARTICLE))
	+ Materials from [Commissioning and Market shaping projects](http://www.local.gov.uk/care-support-reform/-/journal_content/56/10180/6520234/ARTICLE) underway by Cordis Bright, IPC and others)
	+ [Informatics for social care](http://www.local.gov.uk/care-support-reform/-/journal_content/56/10180/6343526/ARTICLE) (various open source documents)
	+ Forthcoming learning and development materials to support social care funding reform (TBC).

Whilst the project will include development of at least five ‘additional modules’ of e-learning content outside the Skills for Care material, final decisions on which resources should be developed have not yet been determined.

**Intellectual property**

Intellectual property for all the documents listed as ‘core’ and ‘potential’ sources of content for the e-learning modules resides with the Department of Health and these resources would be made available to the contractor by the DH/PMO.

**Qualities and skillset of contractors**

This section lists expertise we would expect to be evidenced in the contractor’s proposal.

* Ability to develop learning and development and eLearning content for social care professionals and or local government staff
* Experience of developing high-quality e-learning using existing text documents and other materials as a basis for the content.
* Ability to develop a set of e-learning content which is compliant with the industry ‘SCORM’ standard, using instructional design or similar techniques to develop e-learning from static documentation.
* An understanding of co-production and willingness to work using the insight and direction of a steering group consisting of ADASS, DH, LGA and Skills for Care (minimum).
* Programme management expertise and (ideally) experience of working with the DH and/or one of the other key partners (ADASS, LGA, Skills for Care or SCIE).
* An understanding of the national policy context across social care issues, which may include specific understanding of the requirements of the Care Act.
* Ability to deliver at pace will be necessary as this resource will have a greater positive impact the earlier it is provided. Given the wide range of resources required in a relatively short time this may necessitate a team of staff or consortium approach.

**Production process**

The below process is not a prescriptive methodology we would like the contractor to follow, rather an indication of the rigour and methodical approach to content development we would expect to be detailed in the solution proposal. We are willing to discuss the final form and content of the modules and acknowledge that a greater or lesser degree of co-design and dialogue will be required depending on the module in question.

1. Start up
2. Screen designs – look and feel wanted / achievable, exchange specification with hosting organisation
3. Content analysis – to be discussed at an initial steering group meeting
4. Deconstruct and reconstruct
5. Content outcome document – lists learning outcomes and learning points to be covered + how
6. Script stage – screen by screen – what happens and text to approve – one per each section of the module
7. Build modules and create content

**Functionality / characteristics of content and module design**

Although the final form of the modules and precise content is to be determined by the contractors’ offer together with the co-production process and the capabilities of the host learning management system (LMS) - we are looking for content and modules to be produced which once loaded onto a LMS supports the following characteristics:

* Engaging and appealing
	+ A good balance of interactive content and text. Interesting ways of presenting key points, potentially with narration.
	+ Intuitive structure and flow to aid use, navigation, and search
	+ Clear and professional visual presentation.
* Makes it real
	+ Content should be designed to support the incorporation of use of textual case studies (which the PMO will provide through the steering group, or form part of the existing source resources) to provide relevant examples of new concepts or principles in action. Content design which supports the incorporation of existing video and other multi-media content already produced by councils would be welcomed. This content will be made available to the contractor by the PMO.
	+ The project could build upon SCORM compliant material already developed in the south-east ADASS region which the PMO can make available to the winning contractor.
* Provide structured learning and support tracking of progress
	+ Provides opportunities to test knowledge gained and reflect on the topic (e.g. ‘question and answer’ or ‘quiz’ type functionality and feedback on answers given). Recording of these answers is supported by the primary host LMS (see next section).
	+ Content which is consistent in structure and elements so each module forms can form part of a coherent whole ‘course(s)’ of learning.
* Accessible
	+ Plain English as far as possible.
	+ Makes key concepts easily understandable, without losing policy intent or important nuances
	+ Content which supports bite-sized chunks of learning as part of a blended approach
	+ Design supports users being able to save progress
* Compatible
	+ Content produced can be used with a Moodle-based LMS (see technical specification below)
	+ Content and assets which can be used (in-part or whole) in other LMS

**Technical specification of the primary host LMS**

This section provides technical details of the LMS we are likely to use nationally to host the content produced by this tender. It is included to provider Contractors with a sense of the functionalities we will want to exploit through the design of the e-learning content.

As indicated above we would anticipate that much of the designed content would also be made available for use in other SCORM compliant LMS systems.

**Version -** The LMS platform we are likely to use is a Totara based system, version 2.2.9, incorporating Mahara version 1.5.3.

**Totara LMS -** Totara LMS is an open source distribution of Moodle developed for the corporate and government market. Its main features include

* Cloud Technology and Mobile features;
* Supports SCORM 1.2, AICC, OLSA
* Immediate loading of any file: Word, Excel, PDF, video, audio
* Individual development plans
* Learning paths
* Sophisticated reporting
* Enhanced search
* Certifications

**Standards -** Totara LMS is programmed in PHP and JavaScript and can use a variety of databases including MySQL and PostgreSQL. Totara is SCORM compliant.

**Mahara -** The platform also incorporates Mahara. Mahara is an open source ePortfolio and social networking web application created by the government of New Zealand. It provides users with tools to create and maintain a digital portfolio of their learning, and social networking features to allow users to interact with each other.

1. DH Responsibilities

**Liaison and reporting**

Support products commissioned in support of the Care Act and funded by DH are co-produced under the direction of representatives from the Department, the LGA and ADASS, whose staff work together as part of a joint programme office (PMO) mentioned previously.

The PMO will provide updates on the projects to the overall Care and Support Reform Delivery Board – on a monthly basis, based on more frequent and informal communication from the winning contractor to the PMO project manager and other colleagues (see contractor responsibilities). It is expected that weekly email updates and phonecalls as needed will suffice in this regard.

**Project Management**

There will be a named PMO project manager for this work who will be the key point of liaison with the successful supplier. Timetables and dates for steering group meetings will be jointly agreed by the PMO project manager and the successful Supplier. The PMO and other partners will provide rooms and teleconference facilities at no cost to the contractor and organise attendees.

**Co-production and quality assurance**

Dates and frequency of steering group meetings, including their nature (face-to-face / tele-conference or mix) and the plan for any quality assurance phase will be mutually-agreed at project kick-off on the basis of the timeline set out later in this document. We currently envisage four meetings of the stakeholder group following contract award to guide the project and offer comments on approach and progress. There will also be a more intense phase of quality assurance of the near-final products close to the conclusion of the project, with detailed comments from steering group members and a wider group of DH and other staff.

The PMO will source the steering and quality assurance group members from local government and care provider organisations and link the winning contractor to them following contract award. Comments and meetings will be submitted via email correspondence and teleconferences with a minimum of two face-to-face meetings in London at key points in the timeline.

**Communication**

The PMO will handle communication to the wider sector on the progress of the work, and also promote the materials once completed.

1. Contractor Responsibilities

**Liaison and reporting**

The Contractor will need to keep in regular email and phone contact with the PMO project manager and may need to liaise with other colleagues as necessary. They should also be able to provide short regular written updates on the progress of the project (at a frequency to be agreed – likely bi-weekly).

**Project Management**

There will be a project manager / developer on the Contractor’s side who will liaise with the PMO project manager and steering group and be responsible for the development of the e-learning content.

**Co-production and quality assurance**

The Contractor must be willing to work closely with a steering group of local authority staff and care providers (both learning and development and social care staff) and also to be willing to take comments on draft materials from relevant DH and ADASS policy leads to ensure the materials produced are in line with national policy intent and best practice in social care at a national and local level.

Comments are likely to be sent direct to the Contractor over the course of the development of the content, however the PMO will coordinate comments at the quality assurance phase (see timetable below) where a wider group of stakeholders will likely be involved (prior to final sign-off).

1. Contract Management and Monitoring

**Payment milestones**

Funding will be released in three stage payments, as follows:

1. 20% - upon agreement of final package to be developed and realistic, mutually-agreed timescale for delivery, based on draft timetable below. In practice this will likely follow agreement at the 2nd (mid-July) stakeholder group meeting.
2. 30% following approval of progress at 3rd (mid-July) stakeholder group meeting.
3. 50% - following sign-off of the completed package.

**Evaluation**

It is proposed that evaluation of the product be undertaken by means of a survey to users one month after going live, and by monitoring of number of sessions on the main national host website and demand for the assets from local areas.

As this is at least partly dependent on other factors such as effective communication of the products and uptake will take a number of months to build, it is suggested that evaluation be a PMO responsibility, rather than the contractor’s..

1. Draft Timetable

The timetable below is suggested and can be flexible to +/- two weeks. Ability to deliver on or in advance of the draft timetable below is welcomed.

**Development**

* 8-10 week period as the aim (July – September)

**Tender period**

* Tender opens Friday 19th June
* Tender closes – 12 Noon on 10th July. Award of this contract is subject to final budget approval
* Clarification meeting, if required 20th July
* Notification to unsuccessful and preferred Tenderers 24th July
* Contract work starts 27th July 2015

**Co-production / testing / quality assurance**

* Stakeholder group to be established (w/c 16th June)
* Preliminary stakeholder group phonecall (w/c 29th June)
* 1st full stakeholder group meeting (post ITT award) (w/c 27th July)
* 2nd stakeholder group meeting (mid - August - tbc)
* 3rd stakeholder group meeting (early Sept - tbc)

**Approvals and sign-off**

* Quality assurance /User testing of the content and assets produced (w/c 21st September)
* Amendments (w/c 28th September)
* Final sign-off (w/c 5th October)

**Go-live deadline**

* e-learning assets for social care reform available to sector 12th October
1. Skills and Knowledge Transfer

The development of the e-learning is a piece of work specific to the Care Act’s implementation and therefore will not require the transfer of skills.

However, there will be a significant transfer of knowledge and insight regarding e-learning development and commissioning to DH and local government staff as the product is developed.

1. Tenderer Response
2. Organisation details
3. Tenderer name

Please confirm the name of the Tenderer\*:

|  |  |
| --- | --- |
| Tenderer Name: |       |

* Full name of organisation tendering (or of organisation acting as the lead contact where a consortium bid is being submitted)
1. Contact details\*

Tenderers must provide contact details for this tender.

|  |  |
| --- | --- |
| Contact Name\* |       |
| Telephone number |       |
| Email address: |       |
| Address: |       |

* Contact is the person responsible for any queries relating to this proposal
1. Organisational status

Please confirm whether (or not) the Tenderer is a Small & Medium Enterprise[[1]](#footnote-1) (**SME**).

|  |  |
| --- | --- |
| The Tenderer is an SME (Yes / No) |       |

1. Solution Proposal
2. Overview

Tenderers must provide a concise summary highlighting the key aspects of the proposal.

(This response is not evaluated and should be used to contextualise the Tenderer’s response.)

| Response (maximum 250 words) |
| --- |
|       |

1. Leadership and skills

Provide details of the qualifications and experience of the team whose responsibility will be to ensure that the requirement is delivered, including what these individuals will be doing and why they are suitable for this requirement.

* Tenderer’s leadership arrangements are sufficient and suitable to ensure successful delivery.
* Tenderer’s response provides evidence of the *qualities and skillset* required (part of ‘The Requirement’ section in Part B of the tender document).
* Tenderer’s response provides evidence that a credible and intellectually rigorous *production process* will be used to develop the e-learning content and assets from existing materials.

| Response |
| --- |
|       |

1. Method statement

Describe (with specific reference your production process and how you will deliver the functionality / characteristics of modules which is expected) how it is intended to deliver the requirements of the specification.

The Tenderer’s response shows that it has a credible solution which:

* identifies how to provide the desired functionality / characteristics of modules *(listed under ‘The Requirement’ section of Part B of the tender document)*
	+ Accessible
	+ Provides structured learning and supports tracking of progress
	+ Makes it real
	+ Engaging and appealing
	+ Compatible
* identifies and proposes suitable management of the delivery risks
* details an approach and willingness to working with the stakeholders involved during co-production and quality assurance phases (*see timelines and DH and tenderer responsibilities in Part B of the tender document)*.

| Response |
| --- |
|       |

1. Resource Plan

Provide a complete plan for the delivery of the project working from the draft timetable and other information provided

The Tenderer’s response shows that it has:

* a defined and achievable timeline;
* sufficient resource to deliver the Method Statement proposals;
* has identified appropriate management of these resources;
* has assigned suitably qualified and experienced resource for service delivery;
* has a resource plan that integrates with the method statement(s).

| Response |
| --- |
|       |

1. Pricing Schedule
2. General Instructions
	1. The rates contained within the Pricing Schedule are, unless otherwise expressly agreed between the parties, firm.
	2. The rates entered shall be deemed to include complete provision for full compliance with the requirements of the Contract.
	3. The rates exclude VAT.
	4. The rates entered in the Pricing Schedule shall include all travel and subsistence costs. Expenses will only be approved if supported by original receipts. The Authority will only pay for expenses claimed that are in line with the Department’s guidelines for expenses. Original receipts will need to be provided.
	5. The Authority will only make payment for overnight stays that have been authorised beforehand in writing by the Authority's Representative.
	6. Any extra expenses other than travel and subsistence must be priced separately in the Pricing Schedule. The Department will only pay for expenses claimed that are included in this pricing schedule and are deemed to be reasonable for delivery of the requirement.
	7. Tenderers must include in the pricing schedules any discounts or any reduced pricing they are proposing to offer to the Authority in delivery of this requirement.
	8. The Evaluation Price will be based on the Total Contract Price + (the Cost per additional module x5)

|  |
| --- |
| **Description of Service** |
| **COST FOR PRODUCTION OF CORE MODULES** | **£** |
| **ANY OTHER COSTS**  | **£** |
| **Total Contract Price** | **£**  |
| **Cost per additional module**  | **£**  |

The **Evaluation Price** will be based on the Total Contract Price + (the Cost per additional module x5)

1. Contract Monitoring
2. General Instructions
	1. Tenderers must provide all the information requested in the following section as part of their tender proposal. Supporting documents may be submitted but must be clearly referenced back to the appropriate section.
3. Representatives
	1. Name of Authority's Representative(s): To be advised at contract award
	2. Name of Contractor's Representative(s): [Tenderer to complete]
4. Deliverables

List of deliverables, outputs and reports Contractor is to supply: • Quality assurance of the content and assets produced (w/c 14th September)

• Amendments to be carried out(w/c 21st September)

• Final product delivered and sign-off (w/c 28th September)

1. Meetings

The Contractor will need to keep in regular email and phone contact with the PMO project manager and may need to liaise with other colleagues as necessary. They should also be able to provide short regular written updates on the progress of the project (at a frequency to be agreed – likely bi-weekly).

1. Remedies
	1. Remedies for below par performance: Will be in accordance with the Terms and Conditions of Contract
2. Confidential & Commercially Sensitive Information
3. General
	1. All the information that the Authority supplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three – Conditions of Contract.
	2. The Contractor considers that the type of information listed in paragraph 2.1 below is Confidential Information.
	3. The Contractor considers that the type of information listed in paragraph 2.2 below is Commercially Sensitive Information.
4. Types of Information that the Contractor Considers to be Confidential
	1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| Information considered confidential | Reason for FoIA exemption (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |

* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| Information considered commercially sensitive | Reason for FoIA exemption (Include paragraph reference) | Period exemption is sought (Months) |
|  |  |  |
|  |  |  |

1. Administrative Instructions
2. Authorisation
	1. The person shown below person shall act as the Authority's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| Name  | **To be confirmed at Contract Award** |
| Contact Details  | **To be confirmed at Contract Award** |

* 1. The Department's Representative may authorise other officers to act on their behalf.
1. Notices
	1. Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.
	2. Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.
2. Address for Invoices
	1. It is preferred that invoices are sent electronically to:

MB-PaymentQueries@dh.gsi.gov.uk

* 1. Alternatively invoices can be sent to the Department addressed to:

Department of Health

 Accounts Payable

Room 530

Richmond House

79 Whitehall

London

 SW1A 2NS

* 1. Invoices must not be sent to the Authority's Representative.
1. Correspondence
	1. All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

[**INSERT ADDRESS**]

* 1. All correspondence to the Contractor shall be sent to the following address:

**Tenderer to provide Address**

[**INSERT ADDRESS**]

**Schedule Five: Appendix A: Variation to Contract**

**(FOR INFORMATION ONLY – NOT FOR COMPLETION AT TENDER STAGE)**

|  |  |
| --- | --- |
| Contract Title:  |  |

|  |  |
| --- | --- |
| For the Provision of:  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Contract Ref: |  | Variation No: |  | Date: |  |

BETWEEN:

The Secretary of State for Health (hereinafter called the Department) and [INSERT NAME OF CONTRACTOR] (hereinafter called the Contractor) having his main or registered office at [DN:INSERT ADDRESS]:

The Contract is varied as follows:

(DN:INSERT DETAILS OF VARIATION)

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

|  |  |  |  |
| --- | --- | --- | --- |
| For: The AUTHORITY |  | For the Contractor |  |
| By |  | By |  |
| Full name |  | Full name |  |
| Grade / Pay Band |  | Title |  |
| Date |  | Date |  |

**Schedule Five: Appendix B: Novation Agreement**

**(FOR INFORMATION ONLY – NOT FOR COMPLETION AT TENDER STAGE)**

THIS DEED (THIS AGREEMENT is made on the [dd] day of [month & year] BETWEEN

(1) THE SECRETARY OF STATE FOR HEALTH (the **Secretary of State**) whose principal place of business is at Richmond House, 79 Whitehall, London, SW1A 2NS,

(2) THE [CONTRACTOR] of [address]

(3) THE [NEW PARTY] of [address]

WHEREAS

(A) This Agreement is supplemental to an agreement dated [dd Month Year] between the Secretary of State and the Contractor (the **Contract**) under which the Contractor agreed to provide services to the Secretary of State.

(B) The Secretary of State has authorised the New Party to replace the Secretary of State as the contracting Department under the Contract on the terms of this Agreement and the Contractor is willing to accept the New Party in place of the Secretary of State on those terms.

IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to the following Clauses of this Agreement –

a) The Contract shall continue in full force and effect as if the New Party were named as a party to the Contract in place of the Secretary of State for Health.

b) All rights, obligations and liabilities arising under the Contract from the date of this Agreement shall be rights, obligations and liabilities between the New Party and the Contractor.

c) Any existing rights, obligations or liabilities of the Secretary of State relating to the performance of the Contract up to the date of this Agreement shall pass to the New Party and shall be enforceable between the Contractor and the New Party in place of the Secretary of State.

2. The rights, obligations and liabilities of the Contract shall be exercisable and enforceable as the rights of the New Party under this Agreement.

3. This Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

Signed by ....................................for and on behalf of the

Secretary of State for Health in the presence of:

Signed by ....................................for and on behalf of the

Contractor in the presence of:

Signed by ....................................for and on behalf of the

New Party in the presence of:

**Schedule Five: Appendix C: Sub-Contractors**

All suppliers to the Department of Health are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |  |  |
| --- | --- | --- | --- |
| Name & Address of Sub-Contractor | Service performed for Contractor | Provide details of staff numbers[[2]](#footnote-2) | Provide latest year’s turnover |
| Name:  |  |  |  |  |
| Address: |  |
| Name:  |  |  |  |  |
| Address: |  |
| Name:  |  |  |  |  |
| Address: |  |

1. Form of Tender

Declaration

**PROPOSAL FOR THE PROVISION OF [INSERT NAME OF TENDER]**

Having examined the proposed Contract comprising of:

1. Part A – Section Two, (Conditions of Contract);
2. Part B – Schedules One, One (a), Two and Six (mandatory); and
3. Part B – Schedules Three to Five inclusive (as amended).

As enclosed in the ITT response dated (**INSERT DATE**). We do hereby tender against the requirements, and terms and conditions of the proposed Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

1. Collude with any third party to fix the price of any number of tenders for this Contract;
2. Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

Unless and until the Tenderer and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: ..........................................

Name: ..........................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................

By completing this Declaration and submitting your tender you have agreed that the statements in this Form of Tender are correct.

1. To be considered an SME, an organisation must have a headcount less than 250 Annual Work Units (anyone that has worked full-time within the enterprise, or on its behalf, during the reference year counts as one unit. Part-time staff, seasonal workers and those who did not work the full year are treated as fractions of one unit) **AND** a turnover less than €50 million **OR** annual balance sheet of €48 million. [↑](#footnote-ref-1)
2. This is the average annual numbers of both staff and managerial staff employed over the last trading year [↑](#footnote-ref-2)