



Crown
Commercial
Service



Dynamic Purchasing System (DPS) Needs

RM3825 Health and Social Care Network (HSCN)
Access Services



Contents

| | |
|---|-----------|
| Welcome | 3 |
| What 'we' and 'you' means | 3 |
| Who can Request to Participate?..... | 3 |
| How to Request to Participate | 5 |
| Selection process..... | 5 |
| What is a DPS Agreement?..... | 9 |
| Making the competition work..... | 11 |
| What you can expect from us | 11 |
| What we expect from you..... | 11 |
| Our rights..... | 13 |
| General | 14 |
| If we accept your Request to Participate | 14 |
| The DPS Agreement sign-off..... | 15 |
| Call for Competition..... | 15 |
| Defined Terms | 15 |

Welcome

1. We invite you to join a Dynamic Purchasing System (DPS) for HSCN Access Services.

A **DPS** is similar to an electronic framework agreement, with two exceptions; new suppliers can join at any time and it is to be run as a completely electronic process.

Our participation bid pack comes in three parts, starting with this part one:

- I. **DPS Needs** – information you need to know about the process and how to request to participate.

The other parts are:

- II. **Customer Needs** – information you need to know about the customer needs.
- III. **The Terms & Conditions (T&Cs)** – DPS Agreement and Order Form and Call Off Terms– You will need to agree to sign up to these T&Cs which are non-negotiable.

Make sure you read all the guidance, information and instructions that we provide – they are there to help you to complete your request to participate.

We hope everything is clear – if it is not, we explain later in this document in ‘how to request to participate’ when and how you can ask questions.

What ‘we’ and ‘you’ means

2. When we use “CCS”, “we”, “us”, “Authority” or “our” we mean Crown Commercial Service;

When we use “you” or “your” we mean your organisation, or the organisation you represent, in this competition.

We are the central purchasing body that procures common goods and services for customers including central government departments and the wider public sector.

The Public Contracts Regulations 2015 (PCR) regulate how we procure. This means that we and you have to follow processes that are fair, transparent and equitable for all bidders.

Who can Request to Participate?

3. We are running this competition using the ‘restricted procedure’. This means

that anyone can submit a request to participate in response to the published OJEU contract notice.

4. You can submit a request to participate as a single legal entity. Alternatively, you can work together with other legal entities to form a Group of Economic Operators. If you do, we ask the Group of Economic Operators to choose a lead member who will submit the request to participate on behalf of the Group of Economic Operators and you will have to identify what each of the parties is contributing to the bid. You can do this in your request to participate.
5. We recognise that arrangements in relation to Sub-Contracting and Groups of Economic Operators may be subject to future change, and may not be finalised until a later date. However, any changes to those arrangements may affect your ability to deliver the HSCN requirements. You must therefore tell us about any changes to the proposed Sub-Contracting or to the Group of Economic Operators. If you do not, you may be excluded from participating in this competition.
6. We do not require all Sub-Contractors to be disclosed. You need only disclose those Sub-Contractors who directly contribute to your ability to meet your obligations under the DPS Agreement (including under any Contract Agreement following a Call for Competition). There is no need to specify Sub-Contractors providing general services to the supplier (such as window cleaners etc.) that indirectly enable the supplier to perform the DPS Agreement. Please read the definition of Sub-Contractor in the DPS Agreement.

We will ask you to tell us which of your Sub-Contractors is a Key Sub-Contractor and/or a Material Sub-Contractor. Please read the definition of Key Sub-Contractor and Material Sub-Contractor in the DPS Agreement. Key Sub-Contractors listed in your Selection Questionnaire (SQ) response may be subject to any financial status/credit rating checks that we may make from time to time.

You can find further information on how you can add, replace or remove a Key Sub-Contractor in the DPS Agreement Schedule 6 (Key Sub-Contractors).

7. If you are awarded a DPS Agreement following your request to participate in the DPS, any changes to arrangements in relation to Sub-Contracting and Group of Economic Operators arrangements which are made following the award will be dealt with in accordance with clause 19 (Supply Chain Rights and Protection) of the DPS Agreement.
8. When you request to participate the DPS you must have achieved, as a minimum, HSCN Stage 1 Compliance; and, if you are awarded a DPS Agreement, to submit a valid tender response for evaluation during a Call for Competition under the DPS you must have achieved HSCN Stage 2

Compliance. You can find more information about the HSCN Compliance model here <https://www.digital.nhs.uk/health-social-care-network/connectivity-Suppliers>.

We will use the DUNS number provided in your SQ to match your organisation to NHS Digital's list of HSCN Stage 1 Compliant suppliers, so please ensure that you request to participate in the name and DUNS of the organisation who holds the HSCN Compliance.

If you are awarded a DPS Agreement following your request to participate in the DPS, any changes to your HSCN Compliance which are made following the award will be dealt with in accordance with clauses 27, 28 and 29 of the DPS Agreement.

How to Request to Participate

9. **Your request to participate must be entered via SID4GOV Supplier Registration/ Selection route at:** <https://sid4gov.cabinetoffice.gov.uk/> . We can only accept requests to participate that we receive through this route. This is the route you must use for the duration of the DPS.
10. You must submit your response in English and through the Sid4Gov platform only, further guidance on how to complete the standard SQ can be accessed at: <https://sid4gov.cabinetoffice.gov.uk/help/sid4gov/completesq>
11. Your request to participate must be completed by the organisation that will be responsible for providing the goods and/or services, if you are appointed on to the DPS.
12. Any supporting evidence will be requested via the Sid4Gov messaging facility or via email from hscndps@crowcommercial.gov.uk . Please make sure your IT systems accept emails from this address.
13. You must not upload any attachments we haven't asked for.
14. Make sure you answer every applicable question within the SQ.

Selection process

15. We check all requests to participate to make sure we have received everything we have asked for.
16. We may seek clarification of any information you provide. Don't forget to check for messages regularly from hscndps@crowcommercial.gov.uk or via the

Sid4Gov messaging facility throughout the request to participate process and the duration of the DPS Agreement.

Once the DPS is established, the PCR 2015 requires us to evaluate your requests to participate within 10 days (15 days if we request further information). If we require any further information from you, when establishing the DPS or once it has been established, including information in respect of your financial standing due to financial failure, you must provide the requested information within two (2) working days of our request or as otherwise stated in our request.

If this timescale is not met then your request to participate may be rejected. If this is the case you will need to resubmit your SQ as per the timescales set by us whilst making sure you have the appropriate accounts to hand or secured a guarantor, as necessary.

17. We will undertake checks where applicable to validate and verify your responses.
18. We will evaluate your responses using the guidance provided at each question.
19. If you are unsure about how to complete any part of this document, you can raise a question by sending a message via the Sid4Gov messaging facility.

Selection criteria

20. We may reject your request to participate or exclude you from the competition at the Selection Stage for any of the following reasons:
 - i) If you receive a "Fail" for any of the selection questions. We **will** reject your request to participate if you:
 - (a) fail to accept the terms and conditions (please note that by accepting the terms and conditions, you are accepting the terms relating to the Management Levy);
 - (b) confirm that the Modern Slavery Act applies to your organisation and do not provide evidence of your compliance with that act;
 - (c) do not confirm that you have Employer's Liability Insurance of £5,000,000 minimum;
 - (d) do not confirm that you have Public Liability Insurance of £1,000,000 minimum;
 - (e) do not confirm that you have Product Liability Insurance of £1,000,000 minimum;
 - (f) do not confirm that you have Professional Indemnity Insurance of £1,000,000;
 - (g) do not confirm that you have achieved HSCN Stage 1 Compliance in line with the HSCN Obligations Framework, or we are unable to

match your DUNS and supplier name to NHS Digital's list of HSCN Stage 1 Compliant suppliers;

- (h) do not confirm you are aware that you can only submit a tender response under this DPS once you have achieved HSCN Stage 2 Compliance;
 - (i) do not confirm you are capable of delivering the service levels, service desk hours, service credits, and performance monitoring regime described in Schedule 6 of the Call Off Terms; and, where multiple levels are indicated, do not confirm that you are capable of meeting the minimum level;
 - (j) do not confirm that you are capable of providing a Business-Continuity-Disaster-Recovery (BCDR) policy which underpins the delivery and performance of the Services with minimal disruption following challenging events or circumstances (e.g. localised fire, floods etc.);
 - (k) do not confirm that you are capable of providing an Exit Plan to include a proposed methodology for achieving an orderly transition of the services from the supplier to the customer and/or its replacement supplier on the expiry or termination of any Call Off Contract you may be awarded under this DPS if successful;
 - (l) do not confirm that you have registered on the Crown Commercial Service eSourcing Suite;
 - (m) do not confirm that you understand and accept that you will have to register on various other customer sourcing portals to tender for opportunities under this DPS, and that not all opportunities will be advertised through the Crown Commercial Service eSourcing Suite; and/or
 - (n) select 'yes' in response to any of the grounds for mandatory and discretionary exclusion and do not provide sufficient evidence of self-cleaning that remedial action has taken place.
- ii) Where any of the information you have provided proves to be false or misleading.
 - iii) Where you have broken any of the competition rules_(as detailed in this DPS Needs document), or not followed the instructions given.
21. You will be told if your request to participate has been rejected or you have been excluded at the Selection Stage.

'Self Cleaning' (Covering both mandatory and discretionary exclusion)

22. If you provide sufficient evidence that remedial action has taken place subsequently that effectively "self cleans" the situation, the Authority may decide that your organisation shall not be excluded from this request to participate. As a minimum, you will have to demonstrate that you have:

- i) paid or undertaken to pay compensation in respect of any damage caused by any criminal offence or misconduct;
 - ii) clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
 - iii) taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.
23. The measures you have taken will be considered taking into account the gravity and particular circumstances of the criminal offence or misconduct.
24. The detailed grounds for mandatory and discretionary exclusion of an organisation are set out on this webpage https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/51130/List_of_Mandatory_and_Discretionary_Exclusions.pdf , **which should be referred to before** you complete these questions in the SQ.

Economic and Financial Standing

25. We will undertake an assessment of your economic and financial standing using the DUNS number (as provided by Dun and Bradstreet) for your organisation which you input when registering on the Sid4Gov Supplier registration system at the following link:
<https://sid4gov.cabinetoffice.gov.uk/organisation/register>
26. If you indicate as part of the standard SQ that a DPS Guarantee will be provided, and you do not initially meet the required credit reference agency score as described in point 27 below, the Authority will perform an assessment of the proposed DPS Guarantor's economic and financial standing.
27. The report provided by the credit reference agency (Dun and Bradstreet) will be used to determine the level of financial risk you represent. If the score provided by the credit reference agency is 45 or more, then your request to participate will continue to proceed in the DPS Selection process.
28. If any of the following circumstances arise:
- i) the score provided by the credit reference agency is less than 45 and/or;
 - ii) no standard credit reference agency score is available for your organisation,
- then the Authority may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed DPS Guarantor (as the case may be):

- a statement of your 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;
 - a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
 - an alternative means of demonstrating financial status.
29. The Authority will use this information as detailed in paragraph 28 above, in addition to a detailed credit reference agency report (where available) to assess whether your organisation's or your proposed DPS Guarantor's financial risk is acceptable. This will be performed using the Authority's financial assessment template that can be viewed at ANNEX A of this DPS Needs document, which covers a range of financial risk indicators.
30. If the Authority then decides if the financial risk is determined as being acceptable, then your request to participate will continue to proceed through the DPS Selection Stage process.
31. If the Authority determines that your financial risk is determined as being unacceptable, then the Authority may (in its sole discretion) request that you nominate a DPS Guarantor. If you nominate a DPS Guarantor the Authority will undertake the steps as detailed at paragraphs 28 and 29 above in respect of the proposed DPS Guarantor.
32. If, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information has not been provided, then you will be excluded from further involvement in the procurement.
33. If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a DPS Guarantee. The Authority will undertake the steps as detailed above in respect of the proposed DPS Guarantor. If a DPS Guarantor cannot be provided and the level of financial risk remains unacceptable, then the Group of Economic Operators will be excluded from further involvement in this Procurement.

What is a DPS Agreement?

34. A DPS Agreement sets out terms and conditions for bidders satisfying the selection criteria and therefore accepted onto the DPS Agreement and for

customers when awarding contracts (Call for Competition) throughout the entire duration of the DPS Agreement.

35. If you are a successful bidder, the DPS Agreement will be signed up to electronically and managed by you and us. Customers can then use the DPS Agreement to publish by electronic means calls for competition to meet their individual service requirements. Each resultant Call Off Agreement will be signed and managed by you and the customer. There may be multiple Call Off Agreements under one DPS Agreement.

Only you, your nominated sub-contractors or Group of Economic Operators (as set out in your bid) can provide services through your DPS Agreement.

36. Schedule 3 (Template Order Form and Template Call of Terms) of the DPS Agreement sets out the general terms and conditions and the order form for the call for competition procedure. You can see the documents as part of the bid pack.

Timelines for the Request to Participate

37. These are our intended timelines for the process to establish this DPS. We will try to achieve these but, for a range of reasons, dates can change as the competition progresses. We will tell you if and when timelines change:

| | |
|--|-------------------------|
| Publication of the OJEU Contract Notice | 13/10/2017 |
| Start Date - Open DPS to bidders to request to participate | 16/10/2017 |
| Initial period for responding to your questions | 16/10/2017 – 06/11/2017 |
| Initial period for accepting requests to participate | 16/10/2017 – 13/11/2017 |
| Commencement Date for appointment of successful suppliers to the DPS | 24/11/2017 |

Webinars will be available to bidders, further information can be found at <http://ccs-agreements.cabinetoffice.gov.uk/node/6903>.

38. After the process to establish this DPS has been completed and the DPS is open bidders will be able to request to participate at any time, via the link provided earlier in this document at 'How to Request to Participate'.

When and how to ask questions?

39. If you have any questions you need to ask them as soon as possible after the

publication of the OJEU Contract Notice. This will give you the chance to check that you understand everything before you submit your request to participate via the link provided earlier in this document at 'How to Request to Participate'.

40. You need to send your questions via the Sid4Gov messaging facility. Try to ensure your question is specific and clear.
41. Please note it is your responsibility to ensure that you have access to messages sent via Sid4Gov and from hscndps@crowcommercial.gov.uk at all times to ensure you have sight of all relevant information.
42. If you feel that a particular question should not be published, you must tell us why when you ask the question. We will decide whether or not to publish the question and response.
43. We welcome questions about the process to request to participate and the SQ. You may ask us questions about the DPS Agreement and Call Off Terms for clarification but please do not try to 'negotiate' the terms as this is not permitted within the Public Contracts Regulations 2015 (PCR 2015). All DPS agreements will be made under common terms and conditions of contract for all suppliers.

Making the competition work

44. We run our competitions so that they are fair and transparent for all bidders. This section (Making the competition work) sets out the conditions of participation for this competition. It needs to be read together with the DPS Agreement and with the Customer Needs.

What you can expect from us

45. We will not share any information from your request to participate which you have identified as being confidential with third parties, apart from other central government bodies (and their related bodies), the HSCN Authority and when the DPS Agreement allows us to. However, we may share this information but only in line with the Regulations, the Freedom of Information Act 2000 (FOIA) or any other law as applicable.

What we expect from you

46. Make sure you have read and understood the request to participate and corresponding bid pack before you complete the SQ.

47. Please make sure you have read through all the information available to you. This includes any of the responses provided by CCS to any of your questions raised.
48. You must comply with the rules in this bid pack and any other instructions given by us. You must also ensure (where applicable) members of your Group of Economic Operators or sub-contractors comply.
49. You may not submit more than one request to participate at the same time.

Involvement in multiple requests to participate

50. If you are connected with another request to participate for this DPS, we may make further enquiries. For example, where:
 - you submit a request to participate in your own name or as member of a Group of Economic Operators connected with a separate request to participate; or
 - you submit a request to participate in your own name which is similar to a separate request to participate from another bidder within your group of companies.
51. This is so we can be sure that your involvement does not cause:
 - potential or actual conflicts of interest;
 - supplier capacity problems; or
 - restrictions or distortions in competition.

We may require you to amend or withdraw all or part of your request to participate if, in our reasonable opinion, any of the above issues have arisen or may arise.

Contracting Arrangements for Group of Economic Operators

52. We may require a Group of Economic Operators to form a specific legal entity when signing a DPS Agreement as per the PCR 2015. We may also require a member of the Group of Economic Operators to sign a DPS guarantee on behalf of the legal entity.
53. Where a Group of economic operators are not intending to form a legal entity, each member will sign the DPS Agreement jointly and severally.

Bidder conduct and conflicts of interest

54. You must not attempt to influence the request to participate process. For example, you must not directly or indirectly at any time:

- Collude with others over the content and submission of requests to participate. However, you may work in good faith with a proposed supplier, Group of Economic Operators member or provider of finance in the event that a Guarantor is required.
 - Canvass our staff or advisors in relation to this competition.
 - Attempt to obtain information from any of our staff or advisors about another bidder or bid.
55. You must ensure that no conflicts of interest exist between you and us. If you do not tell us about a known conflict, we may exclude you from the competition. We may also exclude you if a conflict cannot be dealt with in any other way.

Confidentiality and Freedom of Information

56. You must keep the contents of this bid pack confidential (including the fact that you have received it). This obligation shall not apply insofar as:
- enabling you to submit a bid; or
 - compliance with a legal obligation.

Publicity

57. You must not publicise the services or the award of any contract unless we have given express written consent. For example, you are not allowed to make statements to the media regarding any request to participate or its contents.

Our rights

58. We reserve the right to:
- Waive or change the requirements of this bid pack from time to time without notice.
 - Verify information, seek clarification or require evidence or further information in respect of your bid.
 - Exclude you if:
 - you submit a non-compliant bid
 - your request to participate contains false or misleading information
 - you fail to tell us of any change in the contracting arrangements between your request to participate and appointment onto the DPS. Or, if you do tell us, allowing the change in the contracting arrangements would result in a breach of law
 - for any other reason set out elsewhere in this bid pack
 - for any reason set out in the Public Contract Regulations 2015

- Terminate the DPS Agreement at any time.
- Make any changes to the timetable, structure or content of the competition.

General

Request to participate costs

59. We will not pay your request to participate costs for any reason e.g. if we terminate or amend the competition.

Warnings and disclaimers

60. We will not be liable:
- where parts of the bid pack are not accurate, adequate or complete; or
 - for any written or verbal communications.
61. You must carry out your own due diligence and rely on your own enquiries.
62. This bid pack is not a commitment by us to enter into a contract.

Intellectual Property Rights

63. The bid pack remains our property. You must use the bid pack only for this competition.
64. You allow us to copy, amend and reproduce your request to participate so we can:
- run the competition;
 - comply with law and guidance;
 - carry out our business.
65. Our advisors, sub-contractors, the HSCN authority and other government bodies can use your request to participate for the same purposes.

If we accept your Request to Participate

66. Once a bidder response has been fully electronically assessed and is considered as having met the published criteria, they will be appointed to the DPS.
67. No bidders will be appointed to the DPS until the Date of Appointment to the DPS provided above.

The DPS Agreement sign-off

68. If you are successful and therefore appointed on to the DPS, the DPS Agreement will be electronically signed and managed by you and us.
69. The DPS Agreement Terms and Conditions that you agreed to comply with at the beginning of the SQ, will require your final sign off.
70. To ensure a legally binding DPS Agreement between us and you is complete you must select 'Yes' in the required box on the summary page that you are presented with at the end of the SQ and prior to appointment.
71. Failure to select 'Yes' at this stage will prevent you from securing your appointment on to the DPS for RM3825 as there will be no legally binding DPS Agreement between you and us.

Call for Competition

72. Customers may award contracts by inviting all HSCN certified suppliers (meaning all the suppliers on the DPS), or where services are additionally required to be PSN compliant, HSCN certified suppliers who have confirmed they are capable of offering PSN compliant services to bid in accordance with regulation 34, with the minimum timescale for return of tenders being 10 days. They will do this in line with DPS Agreement Schedule 4 (Call for Competition Procedure) and DPS Schedule 5 (Award Criteria). More information is available in the Customer Needs document which you can find in the bid pack.

Defined Terms

73. You can see the definitions of the defined terms within this document in the DPS Agreement Terms, Schedule 1 (Definitions) and the DPS Call Off Terms, Schedule 1 (Definitions), both documents can be seen in the bid pack; and the HSCN Compliance Document Set at <https://www.digital.nhs.uk/health-social-care-network/connectivity-Suppliers>

ANNEX A – Financial Assessment Template

This template has been attached separately for you to see as part of the bid pack for this procurement.