**Terms of Offer**

**Tender Ref: T.HACW.037**

**Contract Title:** **Provision of Individual Placement Support (Hereford region only) on behalf of Herefordshire and Worcestershire Health and Care NHS Trust**

**For the Period: Two years 1st April 2023 – 31st March 2025 (with the option to extend for a further 3 years)**

**1.** **Terms and Conditions**

1.1 The applicable terms and conditions of contract are the NHS Standard Contract.

1.2 Every Offer received by the Trust shall be deemed to have been made subject to these Conditions unless the Trust shall previously have expressly agreed in writing to the contrary. Any alternative terms or conditions offered on behalf of an Offeree shall, if inconsistent with these Conditions, be deemed to have been rejected by the Trust unless expressly accepted by them in writing.

1.3 No employee or agent of the Trust has the authority to vary or waive any of these conditions other than the Chief Executive to the Trust doing so expressly in writing.

**2. Definitions**

2.1 In these Conditions of Offer the following expressions shall have the following meanings: -

|  |  |  |
| --- | --- | --- |
| a. | "the Trust" | Shall mean the Herefordshire and Worcestershire Health and Care NHS Trust (HWHC). |
| b. | "the Services" | Shall mean the provision of MRI Services as described in the specification |
| c. | “Offeree” | Shall include any person whom this invitation to Offer is addressed and any person who proposes to or does submit an Offer for the Services or any part of the Services. |
| d. | “Authorised Officer” | Shall mean the designated, named member of the Trusts staff or Site representative. |
| e. | “Site” | Shall mean the Location where the work is to be carried out. |
| f. | “Contractor” | Shall mean the Company employed to carry out services. |
| g. | “Purchase Order” | Shall mean the order specifying work to be carried out and conditions of contract. |
| h. | “Contract” | Shall mean the Agreement between the Employer and the Contractor. |

2.2 In these Conditions of Offer, unless the contrary intention appears: -

a. Words importing the masculine gender include the feminine.

1. Words in the singular include the plural and words in the plural include the

singular.

c. References to Appendices are references to the Appendices to the Invitation to Offer.

d. References to "Staff" shall be construed as including all employees.

**3. Preparation of Offer**

3.1 Information supplied to the Offeree as part of the procedure is supplied in good faith. However, Offeree’s must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused, arising from the use by the Offerer of such information.

3.2 Those expressing interest and participating in this offer shall be responsible for all costs and expenses incurred by them in so doing.

**4. Collusive Offering**

4.1 Any Offeror who:

a. fixes or adjusts the amount of this Offer by or in accordance with any agreement or arrangement with any other person; or

b. communicates to any person the amount or approximate amount of his proposed Offer (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Offer for insurance or a contract guarantee bond); or

c. enters into any agreement or arrangement with any other person that he shall refrain from Offering or as to the amount of any Offer to be submitted; or

d. offers or agrees to pay 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 in relation to any other Offer or proposed Offer for the Services any act or omission

shall (without prejudice to any other civil remedies available to the Trust) be disqualified.

**5. Canvassing**

5.1 Any Offerer who directly or indirectly canvasses any member or official of the Trust concerning the award of the Contract for the provision of the services is likely to be disqualified.

**6. Freedom of Information Act 2000 and Environmental Information Regulations 2004**

* 1. As a public body, the Authority is subject to, and must comply with, the Freedom of Information Act 2000 ("**FOIA**") and the Environmental Information Regulations 2004 ("**EIR**"). The Authority may therefore be required to disclose information submitted by the Bidder.
  2. If a request is made under FOIA or the EIR, the Authority will ask Bidders to make submissions if they consider that any information they have provided during the tender process is confidential or commercially sensitive.
  3. Where a Bidder identifies information as commercially sensitive, the Authority will take those views into account. Bidders should note, however, that, even where information is identified as commercially sensitive, the Authority may be required to disclose such information in accordance with the FOIA or the EIR. Accordingly, the Authority cannot guarantee that it will withhold information marked ‘confidential’, 'commercially sensitive' or otherwise exempt.

**7. Confidentiality of Offer Information and Documents**

7.1 This Invitation to Offer and accompanying documents are, and shall, remain the property of the Trust and any copies made must be returned upon demand.

**8. Offers for Selected Services**

8.1 Offers must be submitted for the provision of the services as detailed in the Specification.

8.2 Offers must be for the supply of the whole of the Services

**9. The Offer**

* 1. Offers must be submitted via the Atamis electronic system.
  2. Any Offer containing gaps or omissions is likely to be rejected.
  3. Offers must be accompanied by: -

1. an agreement that the Offerer has not engaged in Collusive Offering
2. an agreement that the Offerer has not canvassed any member or official of the Trust
3. a declaration of any confidential information within the Offer Documentation

**10. Time**

10.1 All Offers and supporting information MUST be submitted electronically via the Atamis electronic system by **3pm Monday 14th November 2022.**

Offers must be submitted via this system only and no alteration may be made to the Offer. If any alteration is made, or if the instructions are not fully complied with, the Offer will be rejected.

In accordance with the Instructions for Offering, all queries or requests for additional information should be directed to Herefordshire and Worcestershire Health and Care NHS Trust (Procurement Department), via the system’s messaging facility.

10.2 The Trust may, in its own absolute discretion, extend the closing date and time specified in 10.1 above without request.

10.3 Any extension granted will apply to all Offerer’s.

**11. Acceptance**

11.1 The Trust is not bound to accept the lowest or any Offer.

11.2 The Trust may, unless the Offer expressly stipulates to the contrary, accept any part of any Offer.

11.3 The Contracting Authority reserves the right not to award any contract.

**12. Forms of Contract**

12.1 Until the execution of a formal agreement, the successful Offer together with the Trust's written acceptance will form a binding agreement between the Trust and the successful Contractor.

**13. Contract Award Criteria**

13.1 The services offered must be strictly in accordance with the Specification.

13.2 Offerer’s must answer all questions and provide all documents requested via the online Atamis system.

13.3 The Form of Offer must be accepted at the Technical envelope stage of the procurement stage of this tender exercise.

13.4 The Offer must be fully completed. Any Offer which:

a. contains gaps, omissions or obvious errors; or

b. does not comply with instructions; or

c. does not contain the same legal entity information that you have detailed when registering on the Atamis system; or

d. contains documents within the general document bank and not on the specific questions requested may be rejected.

13.5 Offers cannot be submitted after the closing time.

13.6 The contract will be awarded on the basis of 40% Price, 40% Quality, 10% Implementation and mobilization and 10% Sustainability and Social Value see Document 5. Evaluation criteria, weightings and questions.

**14. Contract Timetable**

14.1 The contract timetable will be followed as stated below, the Trust reserves the right to amend dates as required:

|  |  |
| --- | --- |
| COMPLETE BY | ACTIVITY |
| 3rd October 2022 | ITT published |
| 3rd November 2022 | Deadline for bidder clarification questions |
| 14th November 2022 3pm | Tender deadline |
| 19th December 2022 | Trust to conclude evaluation and select preferred bidder |
| 20th December 2022 | Trust contract approval |
| 3rd January 2023 | Standstill Period (Minimum 10 days) |
| 13th January 2023 | Contract Award |
| January-March 2023 | Negotiate Final contract |
| 1st April 2023 | Contract start (or agreed alternative) |

**15. Notices**

15.1 Any notice to an Offeree required under these Conditions to be given in writing shall be deemed to be duly served at the time of actual delivery of the message to the Offeree’s email address as supplied on the Atamis system.

**16. Prices**

16.1 Suppliers must download, complete and submit the pricing schedule via the Atamis online system (Commercial envelope) with their most competitive prices. The prices stated must remain open for acceptance for a minimum of 90 days.

16.2 The contract prices for years 1 and 2 will be fixed. The contractor has the option to propose changes to their prices once the contract enters its extension period and for each year of extension that the contract enters

16.3 All applications for price changes are subject to negotiation with the Trust. Applications must be supported by appropriate documentation evidencing the need for a price increase. The maximum price increase will be Consumer Price Index (CPI) rate as it stands at the time of the request.

16.4 90 days notice will be required for any application for price changes. Applications for price changes associated with the extension periods available within the contract, must be submitted by the supplier to the Trust 90 days in advance of the contract expiry/renewal date.

16.5 Only upon written agreement from the Trust should any price changes be instigated. Any price changes agreed shall remain in force for a minimum of 12 months from the date of change.

16.5 If a price change has not been requested and accepted as per section 16 above the last officially accepted price shall be deemed to have been fixed for the following period (i.e. next 12 months). Under no circumstance will missed opportunities for cumulative price reviews be considered in the negotiation process.

**17. Offeror Contacts**

17.1 General enquiries or enquiries with regards to the documentation should be submitted via the Atamis online messaging system <https://health-family.force.com/s/Welcome>

17.2 Offeree’s are requested to provide the contact details of the person who is their lead representative in preparing the written tender proposal for their company and the name of their proposed contract Manager.

**18. Contract Review**

18.1 Tenderers are required to submit their proposed named Contracts Manager/representative.

18.2 The Contractor will attend regular information and reporting meetings with designated Trust personnel and the Trust’s nominated Contract Manager.

18.3 The Contractor will attend regular information and reporting meetings with designated Trust personnel and the Trust’s nominated Contract Manager.

18.4 The Contractor will submit quarterly and annual reports to the Trust’s nominated Contract Administrator

**19. Joint Commissioning / Working**

19.1 Contractor should note that there is no requirement for joint Commissioning/working with any other parties. All formal contractual arrangements will be through the Trust, who will manage the contract.

19.2 All formal orders will be placed through the Oracle iProc financial system.