**INVITATION TO TENDER**

**SECTION B: TENDER SCHEDULES**

 **TO BE COMPLETED AND RETURNED BY BIDDERS**

**Norfolk and Norwich University Hospitals NHS Foundation Trust**

**Invitation to tender for the provision of taxi services**

## Date of advertisement on Contract Finder: 21st March 2018

## Authority's reference number: NNUH.SERCO.TW.7

## Deadline for Tenders to be received: 16th April 2018 – 12:00

**SECTION B: TENDER SCHEDULES**

**TO BE COMPLETED AND RETURNED BY BIDDERS**

TABLE OF CONTENTS

[ANNEX B1 ELIGIBILITY QUESTIONS AND RESPONSES 1](#_Toc413145495)

[ANNEX B2 SPECIFICATION 11](#_Toc413145496)

[ANNEX B3 TENDER RESPONSE DOCUMENT 13](#_Toc413145497)

[ANNEX B4 COMMERCIAL SCHEDULE 14](#_Toc413145498)

[ANNEX B5 CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION 16](#_Toc413145499)

[ANNEX B7 FORM OF TENDER 17](#_Toc413145500)

ANNEX B1
ELIGIBILITY QUESTIONS AND RESPONSES

**Notes for completion**

1. “Authority” means the public sector contracting authority, or anyone acting on behalf of the contracting authority, that is seeking to invite suitable suppliers to participate in this procurement process.

2. “You”/ “Your” or “Supplier” means the body completing these questions **i.e. the legal entity seeking to be invited to the next stage of the procurement process and responsible for the information provided.** The ‘Supplier’ is intended to cover any economic operator as defined by the Public Contract Regulations 2015 and could be a registered company; charitable organisation; Voluntary Community and Social Enterprise (VCSE); Special Purpose Vehicle; or other form of entity.

3. The Eligibility Questions in this Annex B1 have been designed to assess the suitability of a Supplier to deliver the Authority’s contract requirement(s). If you pass all Eligibility Questions, the Authority will mark Annex B3 (Tender Response Document).

4. Please ensure that all questions are completed in full, and in the format requested. Failure to do so may result in your submission being disqualified. If the question does not apply to you, please state clearly ‘N/A’.

5. Should you need to provide additional Appendices in response to the questions, these should be numbered clearly and listed as part of your declaration. A template for providing additional information is provided at the end of this document.

6. Please return a completed version of this document to the Authority in accordance with the Instructions to Bidders in Section A of this ITT.

**Verification of Information Provided**

7. Whilst reserving the right to request information at any time throughout the procurement process, the Authority may enable the Supplier to self-certify that there are no mandatory/ discretionary grounds for excluding their organisation. When requesting evidence that the Supplier can meet the specified requirements (such as the questions in section 7 of this Annex B1 relating to Technical and Professional Ability) the Authority may only obtain such evidence after the final tender evaluation decision i.e. from the winning Supplier only.

**Sub-contracting arrangements**

8. Where the Supplier proposes to use one or more sub-contractors to deliver some or all of the contract requirements, a separate Appendix should be used to provide details of the proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for.

9. The Authority recognises that arrangements in relation to sub-contracting may be subject to future change, and may not be finalised until a later date. However, Suppliers should be aware that where information provided to the Authority indicates that sub-contractors are to play a significant role in delivering key contract requirements, any changes to those sub-contracting arrangements may affect the ability of the Supplier to proceed with the procurement process or to provide the supplies and/or services required. Suppliers should therefore notify the Authority immediately of any change in the proposed sub-contractor arrangements. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Consortia arrangements**

10. If the Supplier completing this Annex B1 is doing so as part of a proposed consortium, the following information must be provided;

* names of all consortium members;
* the lead member of the consortium who will be contractually responsible for delivery of the contract (if a separate legal entity is not being created); and
* if the consortium is not proposing to form a legal entity, full details of proposed arrangements within a separate Appendix.

11. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that a specific legal form is deemed by the Authority as being necessary for the satisfactory performance of the contract.

12. All members of the consortium will be required to provide the information required in all sections of this Annex B1 as part of a single composite response to the Authority i.e. each member of the consortium is required to complete the form.

13. Where you are proposing to create a separate legal entity, such as a Special Purpose Vehicle (SPV), you should provide details of the actual or proposed percentage shareholding of the constituent members within the new legal entity in a separate Appendix.

14. The Authority recognises that arrangements in relation to a consortium bid may be subject to future change. Suppliers should therefore respond on the basis of the arrangements as currently envisaged. Suppliers are reminded that the Authority must be immediately notified of any changes, or proposed changes, in relation to the bidding model so that a further assessment can be carried out by applying the selection criteria to the new information provided. The Authority reserves the right to deselect the Supplier prior to any award of contract, based on an assessment of the updated information.

**Confidentiality**

15. When providing details of contracts in answering section 6 of this Annex B1 (Technical and Professional Ability), the Supplier agrees to waive any contractual or other confidentiality rights and obligations associated with these contracts.

16. The Authority reserves the right to contact the named customer contact in section 6 regarding the contracts included in section 6. The named customer contact does not owe the Authority any duty of care or have any legal liability, except for any deceitful or maliciously false statements of fact.

17. 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 Public Contract Regulations 2015.

## **1 - Supplier information**

|  |  |
| --- | --- |
| **1.1 Supplier details** | **Answer** |
| Full name of the Supplier completing this Annex B1 |  |
| Registered company address |  |
| Registered company number |  |
| Registered charity number |  |
| Registered VAT number |  |
| Name of immediate parent company |  |
| Name of ultimate parent company |  |
| Please mark ‘X’ in the relevant box to indicate your trading status | i) a public limited company  | 🞏 Yes |
| ii) a limited company | 🞏 Yes |
| iii) a limited liability partnership | 🞏 Yes |
| iv) other partnership | 🞏 Yes |
| v) sole trader | 🞏 Yes |
| vi) other (please specify) | 🞏 Yes |
| Please mark ‘X’ in the relevant boxes to indicate whether any of the following classifications apply to you | i)Voluntary, Community and Social Enterprise (VCSE) | 🞏 Yes |
| ii) Small or Medium Enterprise (SME) [[1]](#footnote-1) | 🞏 Yes |
| iii) Sheltered workshop | 🞏 Yes |
| iv) Public service mutual | 🞏 Yes |
| **1.2 Bidding model** |
| **Please mark ‘X’ in the relevant box to indicate whether you are;** |
| a)      Bidding as a Prime Contractor and will deliver 100% of the key contract deliverables yourself | 🞏 Yes |
| b)      Bidding as a Prime Contractor and will use third parties to deliver some of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | 🞏 Yes |
| c)       Bidding as Prime Contractor but will operate as a Managing Agent and will use third parties to deliver all of the servicesIf yes, please provide details of your proposed bidding model that includes members of the supply chain, the percentage of work being delivered by each sub-contractor and the key contract deliverables each sub-contractor will be responsible for. | 🞏 Yes |
| d)      Bidding as a consortium but not proposing to create a new legal entity. If yes, please include details of your consortium in the next column and use a separate Appendix to explain the alternative arrangements i.e. why a new legal entity is not being created. Please note that the Authority may require the consortium to assume a specific legal form if awarded the contract, to the extent that it is necessary for the satisfactory performance of the contract. | 🞏 Yes**Consortium members****Lead member** |
| e)      Bidding as a consortium and intend to create a Special Purpose Vehicle (SPV). If yes, please include details of your consortium, current lead member and intended SPV in the next column and provide full details of the biding model using a separate Appendix. |  🞏 Yes**Consortium members****Current lead member****Name of Special Purpose Vehicle** |

|  |
| --- |
| **1.3 Contact details** |
| Supplier contact details for enquiries about this Annex B1 |
| Name |  |
| Postal address |  |
| Country |  |
| Phone |  |
| Mobile |  |
| E-mail |  |

|  |
| --- |
| **1.4 Licensing and registration (please mark ‘X’ in the relevant box)** |
| 1.4.1 | Registration with a professional bodyIf applicable, is your business registered with the appropriate trade or professional register(s) in the EU member state where it is established (as set out in Annex XI of directive 2014/24/EU) under the conditions laid down by that member state). | 🞏 Yes🞏 NoIf Yes, please provide the registration number in this box. |
| 1.4.2 | Is it a legal requirement in the state where you are established for you to be licensed or a member of a relevant organisation in order to provide the requirement in this procurement? | 🞏 Yes🞏 NoIf Yes, please provide additional details within this box of what is required and confirmation that you have complied with this. |

## **2 - Grounds for mandatory exclusion**

You will be excluded from the procurement process if there is evidence of convictions relating to specific criminal offences including, but not limited to, bribery, corruption, conspiracy, terrorism, fraud and money laundering, or if you have been the subject of a binding legal decision which found a breach of legal obligations to pay tax or social security obligations (except where this is disproportionate e.g. only minor amounts involved).

If you have answered “yes” to question 2.2 on the non-payment of taxes or social security contributions, and have not paid or entered into a binding arrangement to pay the full amount, you may still avoid exclusion if only minor tax or social security contributions are unpaid or if you have not yet had time to fulfil your obligations since learning of the exact amount due. If your organisation is in that position please provide details using a separate Appendix. You may contact the Authority for advice before completing this form.

|  |  |
| --- | --- |
| **2.1 Within the past five years, has your organisation (or any member of your proposed consortium, if applicable), Directors or partner or any other person who has powers of representation, decision or control been convicted of any of the following offences?** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. conspiracy within the meaning of section 1 or 1A of the Criminal Law Act 1977 or article 9 or 9A of the Criminal Attempts and Conspiracy (Northern Ireland) Order 1983 where that conspiracy relates to participation in a criminal organisation as defined in Article 2 of Council Framework Decision 2008/841/JHA on the fight against organised crime;
 |  |  |
| 1. corruption within the meaning of section 1(2) of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906;
 |  |  |
| 1. the common law offence of bribery;
 |  |  |
| 1. bribery within the meaning of sections 1, 2 or 6 of the Bribery Act 2010; or section 113 of the Representation of the People Act 1983;
 |  |  |
| 1. any of the following offences, where the offence relates to fraud affecting the European Communities’ financial interests as defined by Article 1 of the Convention on the protection of the financial interests of the European Communities:
 |  |  |
| (i) the offence of cheating the Revenue; |  |  |
| (ii) the offence of conspiracy to defraud; |  |  |
| (iii) fraud or theft within the meaning of the Theft Act 1968, the Theft Act (Northern Ireland) 1969, the Theft Act 1978 or the Theft (Northern Ireland) Order 1978; |  |  |
| (iv) fraudulent trading within the meaning of section 458 of the Companies Act 1985, article 451 of the Companies (Northern Ireland) Order 1986 or section 993 of the Companies Act 2006; |  |  |
| (v) fraudulent evasion within the meaning of section 170 of the Customs and Excise Management Act 1979 or section 72 of the Value Added Tax Act 1994; |  |  |
| (vi) an offence in connection with taxation in the European Union within the meaning of section 71 of the Criminal Justice Act 1993; |  |  |
| (vii) destroying, defacing or concealing of documents or procuring the execution of a valuable security within the meaning of section 20 of the Theft Act 1968 or section 19 of the Theft Act (Northern Ireland) 1969; |  |  |
| (viii) fraud within the meaning of section 2, 3 or 4 of the Fraud Act 2006; or |  |  |
| (ix) the possession of articles for use in frauds within the meaning of section 6 of the Fraud Act 2006, or the making, adapting, supplying or offering to supply articles for use in frauds within the meaning of section 7 of that Act; |  |  |
| 1. any offence listed—
 |  |  |
| (i) in section 41 of the Counter Terrorism Act 2008; or |  |  |
| (ii) in Schedule 2 to that Act where the court has determined that there is a terrorist connection; |  |  |
| 1. any offence under sections 44 to 46 of the Serious Crime Act 2007 which relates to an offence covered by subparagraph (f);
 |  |  |
| 1. money laundering within the meaning of sections 340(11) and 415 of the Proceeds of Crime Act 2002;
 |  |  |
| 1. an offence in connection with the proceeds of criminal conduct within the meaning of section 93A, 93B or 93C of the Criminal Justice Act 1988 or article 45, 46 or 47 of the Proceeds of Crime (Northern Ireland) Order 1996;
 |  |  |
| 1. an offence under section 4 of the Asylum and Immigration (Treatment of Claimants etc.) Act 2004;
 |  |  |
| 1. an offence under section 59A of the Sexual Offences Act 2003;
 |  |  |
| 1. an offence under section 71 of the Coroners and Justice Act 2009
 |  |  |
| 1. an offence in connection with the proceeds of drug trafficking within the meaning of section 49, 50 or 51 of the Drug Trafficking Act 1994; or
 |  |  |
| 1. any other offence within the meaning of Article 57(1) of the Public Contracts Directive—
 |  |  |
| (i) as defined by the law of any jurisdiction outside England and Wales and Northern Ireland; or |  |  |
| (ii) created, after the day on which these Regulations were made, in the law of England and Wales or Northern Ireland. |  |  |
| **Non-payment of taxes****2.2 Has it been established by a judicial or administrative decision having 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 your organisation is established (if outside the UK), that your organisation is in breach of obligations related to the payment of tax or social security contributions?**If you have answered Yes to this question, please use a separate Appendix to provide further details. Please also use this Appendix to confirm whether you have paid, or have entered into a binding arrangement with a view to paying, including, where applicable, any accrued interest and/or fines? |  |  |

## **3. Grounds for discretionary exclusion**

The Authority may exclude any Supplier who answers ‘Yes’ in any of the following situations set out in paragraphs (a) to (i);

|  |  |
| --- | --- |
| **3.1 Within the past three years, please indicate if any of the following situations have applied, or currently apply, to your organisation.** | **Please indicate your answer by marking ‘X’ in the relevant box.** |
| **Yes** | **No** |
| 1. your organisation has violated applicable obligations referred to in regulation 56 (2) of the Public Contract Regulations 2015 in the fields of environmental, social and labour law established by EU law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X to the Public Contracts Directive as amended from time to time;
 |  |  |
| 1. your organisation is bankrupt or is the subject of insolvency or winding-up proceedings, where your 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;
 |  |  |
| 1. your organisation is guilty of grave professional misconduct, which renders its integrity questionable;
 |  |  |
| 1. your organisation has entered into agreements with other economic operators aimed at distorting competition;
 |  |  |
| 1. your organisation has a conflict of interest within the meaning of regulation 24 of the Public Contract Regulations 2015 that cannot be effectively remedied by other, less intrusive, measures;
 |  |  |
| 1. the prior involvement of your organisation in the preparation of the procurement procedure has resulted in a distortion of competition, as referred to in regulation 41, that cannot be remedied by other, less intrusive, measures;
 |  |  |
| 1. your organisation has 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;
 |  |  |
| 1. your organisation—

(i) has been 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; or(ii) has withheld such information or is not able to submit supporting documents required under regulation 59 of the Public Contract Regulations 2015; or |  |  |
| (i) your organisation has undertaken to |  |  |
| (aa) unduly influence the decision-making process of the contracting authority, or |  |  |
| (bb) obtain confidential information that may confer upon your organisation undue advantages in the procurement procedure; or |  |  |
|  (j) your organisation has negligently provided misleading information that may have a material influence on decisions concerning exclusion, selection or award. |  |  |

**Conflicts of interest**

In accordance with question 3.1 (e), the Authority may exclude the Supplier if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure.

Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the Supplier to inform the Authority, detailing the conflict in a separate Appendix. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by the Authority should not represent a conflict of interest for the Supplier.

**Taking Account of Bidders’ Past Performance**

In accordance with question (g), the Authority may assess the past performance of a Supplier (through a Certificate of Performance provided by a Customer or other means of evidence). The Authority may take into account any failure to discharge obligations under the previous principal relevant contracts of the Supplier completing this Annex B1. The Authority may also assess whether specified minimum standards for reliability for such contracts are met.

In addition, the Authority may re-assess reliability based on past performance at key stages in the procurement process (i.e. supplier selection, tender evaluation, contract award stage etc.). Suppliers may also be asked to update the evidence they provide in this section to reflect more recent performance on new or existing contracts (or to confirm that nothing has changed).

**‘Self-cleaning’**

Any Supplier that answers ‘Yes’ to questions 2.1, 2.2 and 3.1 should provide sufficient evidence, in a separate Appendix, that provides a summary of the circumstances and any remedial action that has taken place subsequently and effectively “self-cleans” the situation referred to in that question. The supplier has to demonstrate it has taken such remedial action, to the satisfaction of the Authority in each case.

If such evidence is considered by the Authority (whose decision will be final) as sufficient, the economic operator concerned shall be allowed to continue in the procurement process.

In order for the evidence referred to above to be sufficient, the Supplier shall, as a minimum, prove that it has:

* paid or undertaken to pay compensation in respect of any damage caused by the criminal offence or misconduct;
* clarified the facts and circumstances in a comprehensive manner by actively collaborating with the investigating authorities; and
* taken concrete technical, organisational and personnel measures that are appropriate to prevent further criminal offences or misconduct.

The measures taken by the Supplier shall be evaluated taking into account the gravity and particular circumstances of the criminal offence or misconduct. Where the measures are considered by the Authority to be insufficient, the Supplier shall be given a statement of the reasons for that decision.

ANNEX B2
SPECIFICATION

This Specification forms part of the Specification and Tender Response Document. It will form part of the Contract between the Authority and the Supplier.

Note that references in this Annex B2 to schedules and clauses are to schedules and clauses of the Contract.

**Specification**

# QUALITY ASSURANCE

1. All passengers are treated with courtesy and respect at all times.
2. Relevant information about the service provided will be made directly available to all authorised personnel.
3. All attempts should be made to accommodate the needs of the service.
4. All staff engaged by the Contractor to provide the service should:
5. be of tidy and clean appearance
6. behave courteously towards customers/patients/staff
7. hold the necessary licences
8. have a Criminal record check
9. All vehicles should be:
10. in a good roadworthy condition
11. be clean inside and outside
12. have an efficient heater
13. comply with Construction and Use Regulations
14. be fully insured for the conveyance of passenger
15. For journeys booked in advance, the vehicle must be available at the stipulated time. Any delay must be reported to the hospital’s main reception desk tel: 01603 289462/3 or the booking requestor.
16. When a taxi is booked at short notice, it should arrive at the pick-up point:
17. within 10 minutes if booked between 0701 hours and 2200 hours Day
18. within 20 minutes if booked between 2201 hours and 0700 hours Night
19. Regular meetings at an agreed frequency if necessary will be held between the Trust and the Contractor to discuss any matters relating to the Contract.
20. A complaints procedure will be instigated to ensure that complaints are investigated and action taken to ensure that the incident does not reoccur.

Complaints will be made to the Authorised Officer who will raise them with the Contractor. The aim is to have a satisfactory conclusion to all complaints within 5 working days of the complaint arising.

1. The Authorised Officer shall decide whether complaints should be raised informally (verbally) with the contractor or whether the formal written procedure shall be used. Where needed the below Complaint Form will be used for management of the complaint.

Remedial action shall be agreed between the Authorised Officer and the Contractor. In appropriate cases, this shall include the imposition of penalties.

# PRICE CHANGES – VEHICLE FUELS

* 1. Without prejudice to its rights under Condition 3, the Trust may agree to increases in the Contract Price at any time when the change in the price of vehicle fuels generally occurs. Any such change in the Contract Price must be agreed by the Trust before it is applied. Subsequent falls in the price of fuels could also lead to corresponding decreases in the Contract Price.

# VEHICLES

* 1. The Contractor shall ensure vehicles used in connection with this Contract shall:
1. be in good roadworthy condition, in accordance with the Road Traffic Acts;
2. be clean inside and outside;
3. have an efficient heater;
4. comply in all respects with current legislation governing construction and use of such vehicles, and the safe carriage and delivery of all goods transported under this contract;
5. display the licence plate issued by the appropriate Local Authority;
6. be fully insured for the conveyance of passengers as required by current legislation. Proof of insurance will need to be provided;
	1. The Contractor shall ensure that vehicles suitable for the carriage of passengers in their wheelchairs are available for use at any time.
	2. The Trust reserves the right to inspect vehicles used in connection with this Contract prior to commencement and at any time during the Contract Period.

# DRIVERS

* 1. Drivers of vehicles used in connection with this Contract shall hold a current driving licence appropriate to the vehicle driven, and shall be duly licensed by the appropriate Local Authority to drive the vehicle. The Contractor will be required to allow the Authorised Officer to inspect all employees’ licences as required by the Trust.
	2. All drivers on the contractor (including any sub contractors) must have completed a satisfactory Disclosure and Barring Service check prior to the commencement of the journey.
	3. Drivers must carry some form of identification.

# REGULATIONS

* 1. The Contractor shall be absolutely responsible for compliance with all Acts of Parliament, Statutory Orders, Bye-Laws and Police Regulations relating to the licensing, insurance and use of motor vehicles involved in the execution of the Contract. No order, instruction or request issued by or on behalf of the Trust, or an officer of the Trust, shall be deemed to require the Contractor, his employees or agents to cause or permit the use of any vehicle in breach thereof.

# USE OF TRANSPORT

* 1. The Contractor shall ensure that the Trust is afforded the exclusive use of all transport during the time it is allocated to the Trust’s business under the terms of the Contract. Taxis will be used in connection with Trust or Hospital business.

# ADDITIONAL TRANSPORT

* 1. The terms of the Contract shall not prevent the Trust from hiring additional transport otherwise than from the Contractor.

# BOOKING OF JOURNEYS

* 1. Pick-up and Set-down points to be advised at time of booking or ordering, no deviation by the passenger can be made unless authorised by a member of Trust staff.
	2. Taxis will only be booked by Authorised staff. No bookings should be taken without the staff member providing a cost centre or department name.
	3. The Contractor will be given the following information by the Authorised staff when a taxi is booked by telephone:

Hospital, pick-up point, cost centre or department requesting time required, cargo/name of passenger, destination and name of booking officer.

* 1. The Contractor will be expected to reproduce a docket which will include job number, date and time of journey, pick up point, and drop off point, name of person travelling /cargo, mileage of journey and any waiting time.
	2. The contractor must have the capabilities in the form of a tracking system, to provide a clear audit trail in relation to the delivery and receipt of goods being transported, e.g. notes, specimens, x-rays or packages etc.
	3. When a request to transport notes by taxi from the NNUH to external premises, the contractor must obtain a name and phone number of who they are being delivered to and, name and contact number of sender.

# TIMING

* 1. When a taxi is booked in advance, the vehicle is required to be available at the pick-up point at the stipulated time. Where the vehicle is held up for any reason, the delay must be reported to the hospital’s main reception desk or the individual booking the taxi (tel: 01603 289642/3).
	2. When a taxi is booked at short notice, it should arrive at the pick-up point:
1. Within 10 minutes if booked between 0701 hours and 2200 hours.
2. Within 20 minutes if booked between 2201 hours and 0700 hours.
	1. If the vehicle does not arrive at the stipulated time, the Trust reserves the right to cancel the booking and order a replacement from an alternative source. In the event of frequent occurrences of vehicles being late, action may be taken to terminate the contract.
	2. Services must be offered 24 hours a day, 7 days a week.

# DEFAULT

* 1. If the Contractor shall fail to provide to the standard of service any part of the Services at any time when the same ought to have been provided under the terms of this Contract then without prejudice to any other right or remedy which the Trust may possess in respect of such failure, the Trust may:
1. require the Contractor to remedy such default within such time as may be specified by any Authorised Officer by providing or providing again (as the case may be) without further charge to the Trust such part of the Services to the required standard; and/or
2. without determining the Contract in whole or in part, itself provide or procure the provision of such of the Services until such time as the Contractor shall have proved to the reasonable satisfaction of the Authorised Officer that such part of the Service will once again be provided by the Contractor to the required standard or, at the Trust’s option, until such later time as the Authorised Officer may specify as being reasonable notice in all the circumstances that the Contractor will once more so provide such part of the Services; and/or
3. without determining the whole of this Contract, determine this Contract in respect of such part of the Services only and thereafter itself provide or procure the provision of such part of the Services.
	1. The remedies of the Trust under Condition 10(1) may be exercised successively in respect of any given default by the Contractor.
	2. The Trust may deduct from any sum payable to the Contractor such amount as is fair and reasonable having regard to the period of the relevant failure and the terms of this agreement, including but not limited to any additional expense incurred by the Trust, together with a charge equal to 5% of such deduction to compensate the Trust for the cost and inconvenience of identifying, rectifying and making arrangements to accommodate or adjust to such a failure.
	3. Alternative to the provisions of paragraph 10(1) hereof, should the service at any time not be completed to the Trust’s satisfaction and as specified in the Contract, the Trust may, without prejudice to any other remedy for breach of Contract, determine the Contract wholly.
	4. In the event of the Trust determining the Contract wholly under the provision of paragraph 10(4), the Trust may execute or procure the execution of the work in respect of which the Contract has been determined, and if the cost to the Trust of executing such work exceeds the amount which, but for such determination would have been payable to the Contractor for executing such work, such excess shall be paid by the Contractor to the Trust in addition to any other sums payable by the Contractor to the Trust in respect of the breach of Contract.

# JOURNEY RECORDS

* 1. The Contractor shall maintain a system of recording journeys undertaken on the Trust’s business in pursuance of the Contract, which is compatible with and complementary to that maintained by the Trust.
	2. The service provider must provide a monthly report to the Trust summarizing the following:

1.       The number of journeys completed;

2.       The Miles traveled per journey, and the destination of each journey;

3.       The date and time of the journey.

4. What was transported; person (named), cargo (package/Notes/Pharmacy, etc)

1. **INVOICING**
	1. Invoices should be issued monthly, broken down into individual journeys. This should include the cost centre code, or the department name to enable the invoices to be broken down. No journeys should be accepted without either a cost code or department name being provided.
	2. All journeys on the invoice must show the mileage. The mileage paid by NNUH under this contract will be as measured by Google Maps as "Fastest route". If mileage details are not provided, the journey will not be paid.

**COMPLAINT FORM**

**Norfolk and Norwich University Hospitals NHS Foundation Trust**

**Contract For Taxi Services**

**FORMAL COMPLAINT**

**Part A (To be completed by the Authorised Officer)**

Name and Job Title of Complainant: …………………………………………………………….

Ward/Department: ………………………………………………………………………………

Date and Time of Event Causing Complaint: ……………………………………………………

Nature of complaint: ………………………………………………………………………………

…………………………………………………………………………………………………………

Has problem occurred before: YES/NO

Signed: …………………………………….. Date: ……………………………………………

Date complaint passed to Contractor: …………………………………………………………….

**Part B (To be completed by the Contractor)**

Date complaint received: ………………………………………………………………………………

Comments: ……………………………………………………………………………………….

…………………………………………………………………………………………………………

Action taken: ……………………………………………………………………………………….

…………………………………………………………………………………………………………

Signed: …………………………………… Date: ……………………………………………

Date passed back to Authorised Officer: ……………………………………………………………..

**Part C (To be completed by Authorised Officer)**

Date received back from Contractor: …………………………………………………………….

Comments on Part B: ………………………………………………………………………………

…………………………………………………………………………………………………………

Complaint was justified YES/NO

Further action needed YES/NO

If Yes, specify: ………………………………………………………………………………

…………………………………………………………………………………………………………

Date copy of complaint passed back to complainant: …………………………………………..

Signed: …………………………………… Date: …………………………………………

ANNEX B3
TENDER RESPONSE DOCUMENT

**Note to Bidders: Your response to this Annex B3 will form part of the Specification and Tender Response Document as defined in the Contract. As such, it will form part of your contractual obligations to the Authority if you are awarded a contract.**

1. TECHNICAL AND QUALITY QUESTIONS AND METHOD STATEMENTS

# Overview

* 1. Please provide a concise summary highlighting the key aspects of the proposal. (This response is not evaluated and should be used to contextualise your detailed responses).

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

* 1. Please provide details of the tracking system used to provide an audit trail in relation to the delivery and receipt of goods being transported, as per point 8.5 of the specifications. (This response is not evaluated and should be used to contextualise your detailed responses).

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

* 1. **Confirmation of full compliance with specification**

Please confirm that you have both the capacity and capability to meet the requirements as specified in Annex B2.

YES [ ]

NO [ ]

*Tenders received with a response of “No” to this question will be eliminated from the process.*

* 1. **Method statement questions**
		1. For the term of this contract; please describe how you will ensure all complaints are managed effectively and resolved within 5 working days of the complaint being made, ensuring NNUH are satisfied with the resolution of the complaint.

|  |
| --- |
| **Response (*maximum 250 words*)** |
|  |
| ***Guidance:*** *An excellent answer will detail the processes in place for management of complaints, and detail how you will communicate with NNUH throughout this process* |

* + 1. As can be seen in the Specifications in Annex B2, NNUH have standards of courtesy and appearance from drivers and vehicles.  Please advise how you will ensure that these standards are maintained throughout the duration of the contract.

|  |
| --- |
| **Response (*maximum 250 words*)** |
|  |
| ***Guidance:*** *An excellent answer will give detail of the quality checks used to evaluate the service delivered against the specification, and how any issues would be addressed.* |

* 1. **Sub-contractors**

Please specify any areas or elements for which you wish to use a subcontractor and provide the following details:

* + 1. which subcontractor you wish to use and for what elements;
		2. what reasons you have for such subcontracting;
		3. why particular third parties would be chosen;
		4. any existing relationship with each such subcontractor; and
		5. how you would ensure that appropriate management controls would be put in place.
	1. Please explain what contractual arrangements you have (if any) with subcontractor(s) to ensure that your obligations to the Authority will adequately flow down to the subcontractor(s).

|  |
| --- |
| **Response**  |
|  |

ANNEX B4
COMMERCIAL SCHEDULE

1. GENERAL INSTRUCTIONS
	1. All pricing should be in pound sterling (£GBP). If applicable please convert you currency into UK sterling using the rate published by the European Central Bank on the date you submit your Tender.
	2. Costs should be quoted exclusive of VAT. Please confirm this in your pricing schedule, and indicate if the project will attract VAT and at what rate.
	3. If your proposal includes costs for sub-contractors these costs must be identified and shown inclusive of any VAT they will charge you.
2. PRICING MODEL AND CONNECTED QUESTIONS
	1. Please complete the enclosed pricing spreadsheet.

Submissions for each of the criteria will be evaluated as described in ITT Section A – Part 10.

The mileage paid by NNUH under this contract will be as measured by Google Maps as "Fastest route"

The relevant uplifts will be applied only where a) there is a requirement for wheelchair/disabled access vehicle to be provided, and or b) a journey is needed on a Bank Holiday.

No additional service charges will be paid under this contract. All costs are to be incorporated into the prices submitted for evaluation.

ANNEX B5
CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. INFORMATION SUPPLIED BY THE AUTHORITY
	1. All the information that the Authority supplies as part of this contract may be regarded as Confidential Information as defined in Schedule 4 of the NHS Terms and Conditions.
2. INFORMATION THAT THE BIDDER CONSIDERS TO BE EXEMPT FROM DISCLOSURE
	1. The Bidder considers that the type of information listed below is exempt from disclosure under the Freedom of Information Act 2000 ("**FOIA**") and/or the Environmental Information Regulations 2004 ("**EIR**") for the reasons given below.

|  |  |  |
| --- | --- | --- |
| **Information considered exempt from disclosure (include page/paragraph reference)** | **Reason for FOIA/EIR exemption**  | **Period exemption is sought**  |
|  |  |  |
|  |  |  |
|  |  |  |

ANNEX B7
FORM OF TENDER

**DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)**

**FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING**

**DECLARATIONS**

**TO: Norfolk and Norwich University Hospitals NHS Foundation Trust**

**PROPOSAL TO PROVIDE TAXI SERVICES**

**REFERENCE NUMBER: NNUH.SERCO.TW.7**

**Form of Tender**

## We have examined the invitation to tender ("**ITT**") dated 21st March 2018 and all accompanying annexes and schedules. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

## We declare that to the best of our knowledge the answers submitted in response to the Eligibility Questions (Annex B1 of the ITT) are correct.

## We Tender against the requirements, and offer to enter into a contract with the Authority comprising the following:

* the NHS terms and conditions (Annex A1 of the ITT);
* the Specification (Annex B2 of the ITT)
* our responses to the Tender Response Document (Annex B3 of the ITT); and
* our response to the Pricing Schedule (Annex B4 of the ITT).

## Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority unequivocally notifies us of its acceptance of this offer or issues a purchase order in respect of this offer, a legally binding contract shall come into force on the terms of the offer and acceptance.

## We undertake to keep the Tender open for acceptance by the Authority for a period of one hundred and eighty (180) days from the deadline for receipt of Tenders.

## We understand that you are not bound to accept the lowest priced, or any, Tender.

## **Non-collusive tendering**

## In recognition of the principle that the essence of tendering is that the Authority shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

## We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

## We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

* communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);
* agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and
* offer to pay or give any sum of money 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 Tender any act or thing of the sort described above.

**Conflicts of interest**

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

**Anti-canvassing confirmation**

We have not canvassed or solicited any member, officer or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer or employee of the Authority, in connection with the proposed contract and that no person employed by us or acting on our behalf will do any such act.

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 Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.**

1. See EU definition of SME: http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/ [↑](#footnote-ref-1)