

## **Document 3 – Appendix 2 - Terms and Conditions**

### **Crown Commercial Service**

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### **Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)**

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#### **Framework Schedule 6 (Order Form and Call-Off Schedules)**

#### **Order Form**

Call-off reference:	<b>C211131</b>
The buyer:	<b>NHS England</b>
Buyer address:	<b>Skipton House, 80 London Road, London SE1 6LH</b>
The supplier:	<b>Deloitte LLP</b>
Supplier address:	<b>1 New Street Square, London, EC4A 3HQ</b>
Registration number:	<b>OC303675</b>
DUNS number:	
Sid4gov id:	

#### **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated as e-signed.

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

**Call-off lot:**

Lot 3 Complex & Transformational

**Call-off incorporated terms**

The following documents are incorporated into this Call-Off Contract. Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6187
3. The following Schedules in equal order of precedence:

**Joint Schedules for RM6187 Management Consultancy Framework Three**

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 11 (Processing Data)

**Call-Off Schedules**

- Call-Off Schedule 4 (Call-Off Tender)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3.0.10)
  5. Joint Schedule 5 (Corporate Social Responsibility)
  6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## **Call-off special terms**

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Supplier may terminate the Call-Off Contract on written notice to the Buyer if the performance of any part of the Services would conflict with law, professional rules or Supplier's independence. Supplier will provide as much notice to Buyer as is reasonably possible and will work with Buyer to seek to mitigate any impact on the Services.

Special Term 2: The Deliverables are for Buyer's exclusive use and provided for the purposes described in this Call-Off Contract. No person other than Buyer may rely on the Deliverables and/or information derived from them unless agreed otherwise by both parties. Where the buyer requests Deliverables to be shared with another party who may rely upon them the Supplier will agree with the buyer the appropriate sharing mechanism, in some circumstances this may require the third party to sign a hold harmless letter. The Supplier is committed to a seamless transition to support a transfer to an incoming supplier and will agree the appropriate mechanism for sharing Deliverables.

Special Term 3: The Supplier may decline any aspect of the proposed scope and methods of a Buyer's security and/or audit requirements on the basis that it (a) includes any technical vulnerability or penetration testing of the Supplier's system (b) may potentially breach Supplier's client confidentiality obligations; and/or (c) is outside the scope of services provided to the Buyer under the Call-Off Contract.

**Call-off start date:** 01/11/2023

**Call-off expiry date:** 30/04/2024

**Call-off initial period:** 6 Months

**Call-off Optional Extensions:** 1 month

**Call-Off maximum Spend:** £2,600,000 Excluding VAT (inclusive of expenses)

**Call-off deliverables:**

**Option A:**

**Deliverables**

Options B: See details in Call-off Schedule 20 (Call-Off Specification below)

**Delivery Dates**

To be determined by SoW's agreed between NHSE and Deloitte

**Security**

Short form security requirements apply.

## **Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£2.6 million exc VAT.

## **Call-off charges**

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

## **Reimbursable expenses**

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

## **Payment method**

NHS England will pay correctly addressed and undisputed invoices within 30 days in accordance with the requirements of the Contract. Suppliers to NHS England must ensure comparable payment provisions apply to the payment of their sub-contractors and the sub-contractors of their sub-contractors.

General requirements for an invoice for NHS England include:

- A description of the good/services supplied is included.
- NHS England's reference number/Purchase Order number is included.

The Provider will be expected to submit all invoices via NHS England's e-Invoicing Platform in accordance with e-Invoicing Guidance or via an alternative PEPPOL-compliant e-invoicing system. Useful Link at: <https://tradeshift.com/supplier/nhs-sbs/> Buyer's invoice address

NHS England,  
X24 Payables K005,  
Phoenix House,  
Topcliffe Lane,  
Wakefield,  
WF3 1WE



**Buyer's authorised representatives**

[REDACTED]

**Buyer's security policy**

Information Security Policy Version number: v2.0 Available online here: [information-security-policy-v4.0.pdf \(england.nhs.uk\)](https://www.england.nhs.uk/information-security-policy-v4.0.pdf)

**Supplier's authorised representative**

[REDACTED]

**Supplier's contract manager**

[REDACTED]

**Progress report frequency**

To be agreed during implementation.

**Progress meeting frequency**

To be agreed during implementation.

**Commercially sensitive information**

As per Declarations.

**Service credits**

Not Applicable

**Additional insurances**

Not Applicable

**Guarantee**

Not Applicable

**Social value commitment**

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender) and any commitments made in the bid.

**Formation of call off contract**

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

**For and on behalf of the Supplier:**

**For and on behalf of the Buyer:**

## Call-Off Schedule 4 (Call Off Tender)(Supplier Response)

### Commercial Design Partner

#### Question 1 – Delivery

#### Weighting 30%

Please provide a clear proposal for how you will deliver the requirements as outlined in Annex B – Statement of Requirements. In responding to this question, the Potential Provider as a minimum must provide:

- Proposed methodology to meet the objectives.
- How you will adapt your approach to meet changing requirements
- A plan detailing key milestones and deliverables
- Your contract exit strategy.
- Key dependencies with the Authority or other suppliers
- How will you flex your services and resources to match the profile required to achieve the projects objectives?
- How will you provide an integrated approach to service delivery?

***Page Limit: 4 sides of A4, font size Arial 11 including the plan.***

We're energised to work with you on what we see as a critical programme of work to bring the value of national commercial direction and delivery to life across the NHS. An overview of our proposed methodology and how it will meet your objectives within the timelines set is outlined in Figure 1 below – highlighting **delivery timelines and deliverables**. Details of the phases are provided in the subsequent sections.

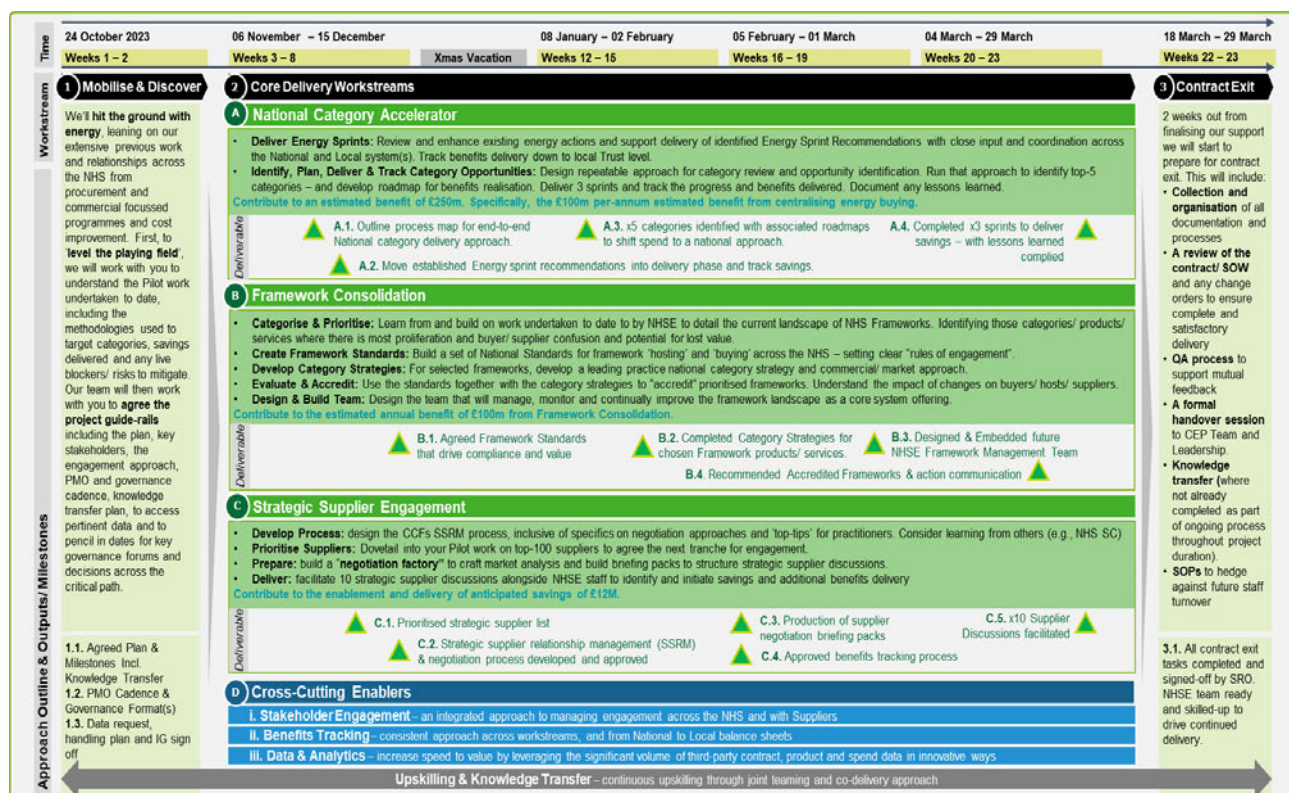


Figure 1: Deloitte's plan detailing key milestones and deliverables

## 1. Mobilise & Review

We will come with a huge wealth of experience from previous and ongoing work across

the NHS on commercial delivery and cost improvement but recognise **huge value in detailed upfront dialogue** with CEP Leadership to fully understand progress of and lessons learned from the Pilot. This will ensure we are aligned on context, ultimate ambition, and the known practicalities for delivery. We will also agree:

- **Ways of working:** establish an agreed way of working from the outset, identifying how we can best work together to build an environment where all can constructively input in a targeted way.
- **Governance:** and how we best integrate into the existing Boards decision making Groups. Agreeing the split between formal governance and more regular delivery level ‘huddles’, stand-ups and working groups.
- **Data/ Information:** including third-party spend/ contract data (e.g., Spend Comparison Service (SCS), corporate services return(s), Model Hospital, Local CIP Plans, Atamis Contract Registers/ Pipeline information, Local Contracts) to kick-start IG and data access processes and enable analysis.
- **Knowledge Management:** we see our integration into your team as the foundation of this – as it will enable two-way transfer of expertise on an ongoing basis.

## 2. Core Delivery Workstreams

To support CEP deliver its full potential, we will drive the following activities across **three** core workstreams:

### A. National Category Accelerator

**i. Deliver Energy Sprints:** Our team will fast-track, enhance, and deliver the identified interventions. We will:

- **Review and enhance** existing energy schemes. Understand what has been proposed, prioritised, and started – as well as reviewing for gaps against our understanding of the sector. For example, looking at: (1) aggregation of spend for bulk-discounts, (2) ensuring grant fund access from wider Government/ DESNZ allocations, (3) physical/ virtual Green PPA contracts to reduce price variation, (4) bottlenecks like transmission to bridge gap from generation in rural areas to supply in high-demand urban areas, (5) exploring decentralised renewable energy to bring down LCOE and protect the NHS cost position.
- **Drive the interventions** focus first on supporting Trusts get better value through existing Frameworks and negotiating better aggregated volume pricing. And in-parallel, re-prioritise and sequence existing/ other schemes for delivery, tailoring roll-out and our team based on factors such benefit, ease of adoption, speed to value, impacted party (customer, supplier, contract) and commercial lever type.

Supported Hampshire County Council to re-negotiate their Waste PPP contract. Built should-cost models incl. workforce, energy gain-share, commercial income to underpin the negotiation strategy. Delivered c.12% annual cost reduction across multiple contract authorities. Implemented SRM approach which enabled ongoing innovation; delivered improved citizen service and reduced annual expenditure. “Deloitte enabled us to deliver savings which have been

### ii. Further Category Opportunities:

Our team will bring significant experience working across NHS commercial, procurement and supply chain functions at all scales to identify, resource and deliver Nationally enabled savings. We will:

- **Design a repeatable approach** for nationally led category opportunity identification. We have a head start on this, based on our experience working with you on several commercial strategy projects – and we recommend a collaborative approach based on: 1) spend data analysis to evidence opportunity areas with sub-category clarity, 2) SME-led discovery, using internal NHS category experts with leading practice industry hypotheses from Deloitte, 3) validation and prioritisation of the opportunity long list – managing the “savings pipeline” – to short list those with the largest potential for value



realisation, 4) a roadmap to deliver, and sequencing and resourcing of projects based on their characteristics, broadly falling into: a) BAU/rapid changes (e.g. delivered from existing teams, 3-6 weeks), b) specific projects e.g., (design and deploy, 8-12 weeks) and larger scale change programmes (e.g. cross-functional implications, 3 months+).

- **Run the approach** to identify the top-5 categories for value delivery potential – identifying specific interventions down to product and/or service level to target. We can go at this with speed, bringing our in-depth experience across NHS supplier markets – we know where the biggest spend areas are and understand existing underpinning specifications.

Worked hand in hand with SCW CSU to deliver National QIPP Programme for NHSE. Undertook rapid diagnostic to identify credible and deliverable additional 24% savings, followed by intensive support to deliver priority schemes. Savings opportunities in 3 months incl. CHC estimated full year benefits of £45m to £175m (3 ported 62 CCGs,

- **Develop roadmap for benefits realisation.** We know that there will be several different “commercial levers” required to drive out cost (see image below re: “Periodic Table of Sourcing Levers”, copied in full on final page of this response) as well as many different actors who will play a part. We will use a similar model to the one we deployed with you in the delivery of clinically-led commercial strategies for both Diabetes Med Tech and Cardiology – ensuring clear NHS ownership from a product/ service perspective, coupled with dedicated commercial horsepower.

We see this process as repeatable – a continual category improvement pipeline that will be re-stocked and re-set for delivery. A critical element of this process is the feedback loop between the ‘in-flight’ interventions and core team (i.e., CEP/ CCF). For our part, we commit to documenting lessons learned and transferring the learning back to inform process improvement for the next set of interventions.

The image shows a 'Periodic Table of Sourcing Levers' which is a grid of 36 boxes arranged in 6 rows and 6 columns. Each box contains a letter code (e.g., BA, BC, CA, CB, DA, DB, etc.) and a small icon representing a sourcing lever. The boxes are color-coded: green for 'Buyer-led', blue for 'Supplier-led', and yellow for 'Joint-led'. The title 'Periodic Table of Sourcing Levers' is at the top right of the grid.

## B. Framework Consolidation

We will bring experience working with NHSE on the Framework Consolidation work across the Digital

Category, which included documentation of the framework landscape across the 6 Pillars of the NHS Digital Category, the vision for rationalisation, a summary of the challenges and benefits for buyers, framework hosts and for suppliers and a view of the levers and controls to implement and drive change. We will:

- **Categorise & Prioritise Frameworks:** Learn from and build on (where necessary) work undertaken to date by NHSE to detail the current landscape of NHS Frameworks. Identifying those categories/ products/ services where there is most proliferation/ duplications and buyer/ supplier lost value. We will do this through stakeholder engagement, data analysis and follow-up interviews.
- **Create Framework Standards:** Build a set of National Standards for framework ‘hosting’ and ‘buying’ across the NHS – setting clear “rules of engagement” and quality assurance processes that drive up supplier competition, build vibrant marketplaces and improve framework quality and consistency. Standards should consider buyer onboarding, award criteria, supplier accreditation, T&C modifications, lotting strategies, activity-based income (ABI), charging mechanisms and call-off protocols. But they should also give NHSE a way to better regulate and strategically plan – a platform for spend/use insight generation.
- **Develop Category Strategies:** For selected frameworks, develop leading practice national category strategies including easy to understand user-led specifications and technical quality assurance that drive the market to provide products/ services that improve user efficiency and patient outcomes.

- **Evaluate & Accredit:** Use the standards together with the category strategies to evaluate and accredit – using the MoSCoW prioritisation approach – being clear on actions required by hosts to maintain, improve or even phase-out their framework offering to the market. It will be key to fully understand 1) the impact and risks of proposed actions on buyers/ hosts/ suppliers, 2) the benefits e.g., clarity for buyers and greater supplier competition and 3) incentive for the system to comply with the new protocols.
- **Design & Build Team:** Design the team that will manage the national standards, monitor new framework provisions against those standards, and be accountable for maintaining de-duplicated routes to buy and supply. This could be a “central NHSE hub” (for technical commercial advisory and day-to-day monitoring/approvals and analytics) with “service delivery CoEs” acting as endorsed Framework “Hosts”.

A global Pharma client had **no clear guidance on how to buy, where to buy, or how to leverage existing preferred suppliers** and they onboarded over 10,000 per year. We designed and built a front-end portal – “Google for Spend” – to provide access for all authorised Procurement and business users to the whole range of authorised products and services. The platform enables simple search and quick-buy options, easy supplier onboarding in

## C. Strategic Supplier Engagement

We will bring a focused team that can analyse contracts for value opportunities, prepare high quality contract negotiation packs and provide negotiation support. We will ensure that you have the strongest possible fact pattern to support supplier engagement and negotiations and that you will have the ability to rapidly assess the value impact of options provided to you by suppliers. We know that NHSE will be fronting supplier engagement, and so we will bring our deep experience of designing and delivering effective capability uplift programmes through leveraging a broad range of capabilities spanning Procurement SME’s, Commercial Legal Experts, Negotiation Specialists and Contract Recovery SME’s. We will:

- **Develop process:** work with you to understand the current approach to supplier management (SSRM) across the NHS (specifically within CCF) and understand gaps to leading practice (incl. mitigations to the “whole-system” risk of supplier engagement duplication), focussing on the specifics of negotiation where we will bring cross-industry experience of: dealing with objections, rhetoric and question types, negotiation tactics and styles, persuading with personality, composition of the team and roles, overviews of essential negotiation concepts (3D, Stanford, Herb Cohen, Harvard), bargaining power, forms of negotiation strategy, and the psychological foundations of a negotiation.
- **Prioritise suppliers:** dovetail into previous NHSE work on the top-100 suppliers to agree the next set of priority suppliers – based on value, volume, and opportunity potential. Consider the benefit of hosting broader supplier engagement forums to drive traction. And undertake more focussed contract-specific compliance issues where supplier charging mechanisms lack transparency (e.g., cost-plus, pass-through costs, open book, rebates, missing credit notes and duplicate invoices) to complement individual supplier negotiations.

We have significant experience in developing custom **Natural Language Processing (NLP) models**, “fuzzy matching” models and deploying AI-tools

to rapidly scan a large number of contracts to assess clauses where we typically see value leakage to enable us to rapidly analyse the smart places to pursue value recovery. For example, our work with Takeda identified cash recoveries and potential **overcharging in excess of** cost efficiently identify

- **Prepare for engagement:** An initiative that has worked well in the past – and one we would like to deploy with you – is an integrated client/ Deloitte **“Negotiation Factory”** to manage the end-to-end SSRM and Negotiation process and upskilling. The Factory

is split into two – 1) a core team who work together to agree commercial objectives, risks and roles, to craft data-driven negotiation packs and “fact files” with negotiation collateral based on industry benchmarks, and to track benefits to drive results, and 2) a War Room, to prep for focussed negotiations by hosting dry-runs, and providing deep-dive sessions and training on negotiation best practices, co-ordination, theory, analytics etc.,

- **Deliver:** support to facilitate 10 strategic supplier discussions alongside NHSE staff to identify and initiate savings and additional benefits delivery.

We will bring deep cross-sector experience in commercially led **cost reduction**. For example, our work with an oil super major that **delivered 5% savings** from contract negotiations and identified a further £200M, and our work with Maersk that identified over £18m savings against a £132m spend baseline across 10 software vendors with the highest spend, giving a multimillion return on investment on software optimisation.

It is our view that the learnings from each individual workstream will help inform the whole. As part of delivery, we will: 1) continually document and share programmatically the lessons learned and critical insights from each workstream and buyer/supplier interaction and, 2) integrate fully with resources from CCF CEP, CSU and wider NHS teams to ensure seamless idea sharing, delivery iteration and upskilling. **D. Cross-**

#### **Cutting Enablers:**

The three workstreams are inexplicably linked – 1) in their required design inputs (spend data sources and expert stakeholders), 2) the ultimate impacted parties through delivery, and 3) the recipients of the final outputs, commercial changes, and bottom-line benefits. As such we need to **build an integrated approach to service delivery** that acknowledges where interdependencies and complimentary work can be brought together. We see three critical areas of cross-cutting work that will drive efficiencies if integrated:

**i. Stakeholder Management & Engagement:** the continuous link is the triptych of buyer/ supplier/ NHSE as facilitator, and it will be crucial to effectively manage across those stakeholders seamlessly to ensure we undertake tasks once where they apply to all for efficiency, and that we engage stakeholders thoughtfully across the programme, in what is a profoundly challenging period across the NHS. We will:

- Work with you to build a stakeholder management plan inclusive of Buyers, Suppliers and NHSE team(s) that incorporates all workstream engagement activity so we can do things once.
- Work with the CSU PMO Team to embed the stakeholder management plan into the overarching programme plan and approach, proactively highlighting risks of duplication/ opportunity for collaboration.
- Centrally manage stakeholder communications activities to streamline messaging and reduce confusion.

**ii. Data & Analytics:** There are opportunities to leverage the vast amount of procurement data to better inform our approach. For example, by profiling spend by category/trust/region or using NLP to analyse large volumes of contract data, pulling out insights around the nature of the contract, the rates or fee structures used, any financial incentives or penalties included and the T&Cs which have been applied – allowing us to compare multiple data points across and between suppliers quickly and efficiently. We have **significant experience of working with NHSE procurement data**, including working with eClass and NHS Supply Chain categorisation hierarchies, analysing ISFE spend data and analysing trust supply and demand data. We have experience of working with energy contracts, which can be significantly complex to unpick the pricing mechanisms applied. **iii. Benefits Tracking:** Building on your work to review the current savings approach we will bring our experience from 2021 with you on “**measuring procurement value across the provider landscape: the current and target state**” as well as detailed knowledge of the calculation methodologies used to evidence the delivery of Financial Improvement and CIP programmes locally and across ICBs, to do



two things:

1. **Support the definition** of a consistent, standardised approach for evidencing value and savings delivered across the NHS, down to the provider level. From experience, this will include considering the alignment of elements such as volume/ bulk discounts, product switching, rebates, 'added value', volume reductions, income generation and activity capture, product innovation, pricing reduction, cost avoidance, budget reductions, waste reduction etc. Critically, it will be important for benefits to be realised by those who host/ own the contract, flowing clearly through to the impacted budget line item (identification of "Route to Cash").
2. **Actively track benefits:** augment benefits tracking process to ensure it works consistently across all three workstreams and is sustainable for application across other areas of procurement delivery. We will utilise our fully tailorable **BenefitsTracker solution as a "single version of the truth"** to support this – the tool aligns with IPA's Guide for effective benefits management, HMT Green Book, and HMT Aqua Book guidance on producing quality analysis, and is a web-based platform that enables: 1) consolidated benefits tracking (from identification to realisation) against the overarching target of £1BN, and 2) business intelligence (improving visibility and highlighting risks of saving duplication/ double counting).

### 3. Contract Exit Strategy

Our approach, tools and techniques will enable your core project team to successfully deliver beyond the contractual period. Working to an agreed plan and in a blended team will facilitate this, as the process would be more continuous and informal. As the project nears completion and during the close out phase, we would mobilise our **contract exit strategy**, including:

- Compile and transfer any electronic versions of advice and documentation generated during the project.
- Undertake a formal review with CEP SRO of the SOW to ensure complete and satisfactory delivery, inclusive of a Quality Assurance process to support mutual feedback.
- Confirm with you that we have achieved the knowledge transfer plan goals agreed at the outset, and where necessary undertake additional activities where gaps remain.

**To ensure the programme runs fast and smooth, we will:**

***Acknowledge openly and jointly work to manage several key dependencies:***

- Access to existing programme teams and other national-level stakeholders across the NHS to ensure timely receipt of the right data, documentation, and insight, some of which we know will be sensitive.
- Access to specific category (clinical, business, and commercial) expertise at the ICS and Trust level. This may include technical experts relating to the procurement, supply and use of products and services across diverse category areas (e.g., software licences to construction materials).
- Ongoing programme governance, stakeholder management and benefits tracking support from the existing CSU PMO, and regular meetings on strategy, steer and decision-making with the CEP leadership team.
- Nominated individuals from the NHSE Commercial Directorate/ CCF to form part of the integrated delivery team with Deloitte and be the immediate recipients of skills transfer.

***Adapt and flex our approach, services, and resources to meet changing requirements:***

- We commit to review, reflect, and learn from what went well/ what could have gone better and what lies ahead, re-shaping our approach and team rapidly (within days) and as needed to adapt our focus and skills to upcoming requirements, to close gaps or support unforeseen areas of opportunity and interrogation. This will be enabled by our agile approach – consisting of regular sprints, retrospective reviews, and open acceptance of re-planning as a source of good.

- We know that in a programme of this nature, there are many “unknowns” at the outset, and we have planned for changes in the team size and mix of skills over the engagement phases and as we transfer capability to your team. We will also provide commercial and category specialists at short notice to help on issues, for example tax efficiency or Trust balance sheet treatments.
- Recognising potential external influences on this engagement, we will be contractually flexible in dealing with sudden or unplanned changes to resource levels or agreed statements of work. We aim not to charge for such changes where they can be accommodated

# Deloitte.

The Periodic Table of Sourcing Levers

<b>DS</b> ▲ Develop S&P strategy (OpModel)																	<b>NT</b> ▲ Provide negotiation training		
<b>RD</b> ▲ Reduce demand / consumption	<b>AS</b> ▲ Align product specs to customer wants					<b>LC</b> ▲ Establish LTAs across products and services											<b>SA</b> ▲ Invest in supplier asset capabilities	<b>FA</b> ▲ Improve forecasting accuracy	<b>FS</b> ▲ Formalize savings methods across org
<b>RS</b> ▲ Rationalize / standardize specs	<b>AM</b> ▲ Identify alternative material specs	<b>RS</b> ▲ Reduce off contract / rogue spend	<b>NC</b> ▲ Negotiate commercial terms													<b>VM</b> ▲ Perform value stream mapping	<b>AI</b> ▲ Audit invoices	<b>AP</b> ▲ Automate procurement processes	<b>ST</b> ▲ Implement should costing training
<b>DR</b> ▲ Document / refresh requirements	<b>SM</b> ▲ Increase spend under management	<b>CR</b> ▲ Conduct competitive RFP	<b>IL</b> ▲ Identify best / low-cost country	<b>PV</b> ▲ Eliminate var. in pricing between competitors	<b>MI</b> ▲ Utilize material indices	<b>CO</b> ▲ Increase supplier collaboration / development	<b>IC</b> ▲ Drive internal process / dept. compliance	<b>CC</b> ▲ Audit quote to manufacturing cost compl.	<b>LP</b> ▲ Adopt lean principles	<b>CT</b> ▲ Improve compl. to contracted rates and terms									
<b>FC</b> ▲ Perform product feature costing	<b>BV</b> ▲ Bundle volume	<b>DT</b> ▲ Develop TCO	<b>TN</b> ▲ Leverage target-based negotiations	<b>EX</b> ▲ Leverage exchange rates index	<b>CS</b> ▲ Isolate cost of sub-components	<b>OF</b> ▲ Identify optimal supplier footprint / geo.	<b>CB</b> ▲ Adjust cost budgets	<b>TP</b> ▲ Track supplier perf. against cost targets	<b>RA</b> ▲ Conduct supply risk assessments	<b>FS</b> ▲ Incorporate syst. flags to identify rogue spend									
<b>VE</b> ▲ Perform value engineering / design to target	<b>SV</b> ▲ Increase enterprise spend visibility	<b>EA</b> ▲ Conduct supply E-Auctions	<b>MI</b> ▲ Research market intelligence on new suppliers	<b>AF</b> ▲ Reduce ancillary fees	<b>WC</b> ▲ Implement "What if" price volume curves	<b>TA</b> ▲ Identify tech. advantages / differentiators	<b>DP</b> ▲ Eliminate duplicate payments	<b>VR</b> ▲ Increase visibility to reporting	<b>AQ</b> ▲ Assess quality perf.	<b>BS</b> ▲ Identify backup suppliers									
<b>RC</b> ▲ Reduce capital in production process	<b>SC</b> ▲ Increase supplier consolidation	<b>TS</b> ▲ Reduce tail spend		<b>SH</b> ▲ Develop should costing	<b>CB</b> ▲ Leverage cost benchmarks	<b>CP</b> ▲ Leverage capital & plant asset utilization	<b>PT</b> ▲ Optimize payment terms / WC	<b>TS</b> ▲ Track savings perf. of procurement org	<b>DA</b> ▲ Comply with Delegation of Authority	<b>TK</b> ▲ Track supplier KPIs and incentives									

Strategy

Demand Management

Supply Management

Compliance & Controls

▲ Direct & Indirect

▲ Direct Only

ted to mutual satisfaction.

# Commercial Design Partner

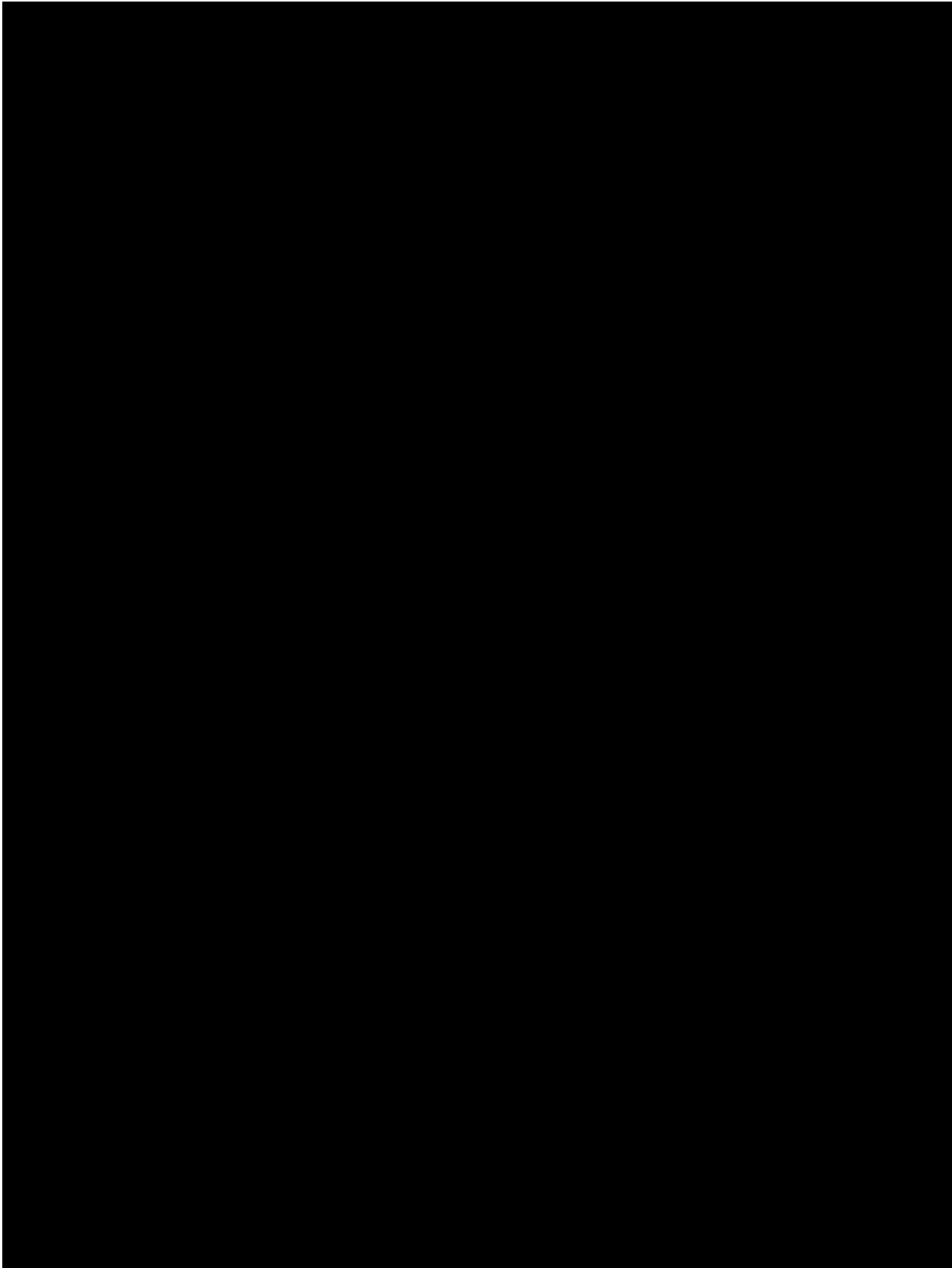
## Question 2 – Subject Matter Knowledge Weighting 30%

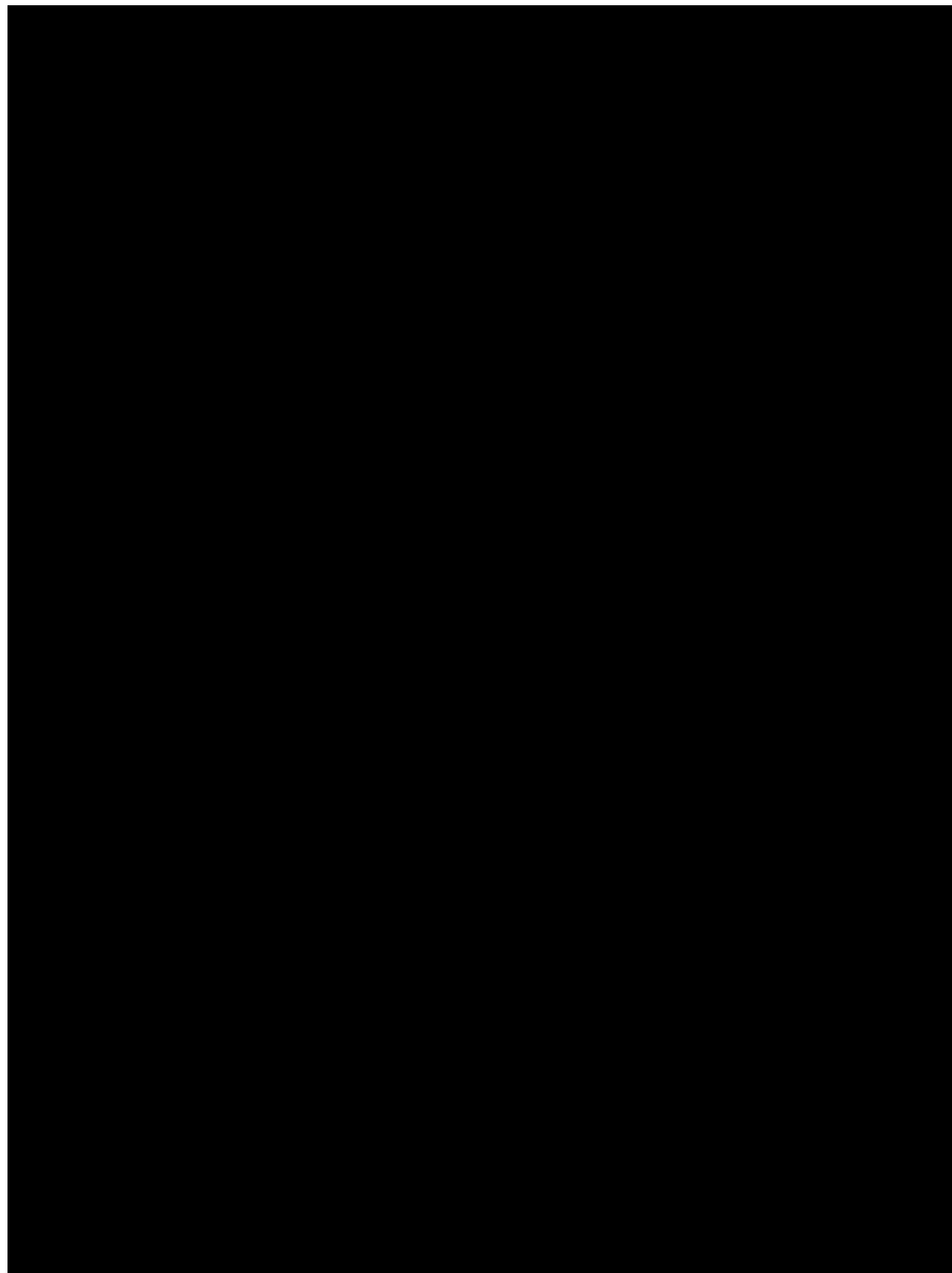
Please demonstrate the provision of a suitable and qualified team with the relevant skills and experience they will bring to deliver these services.

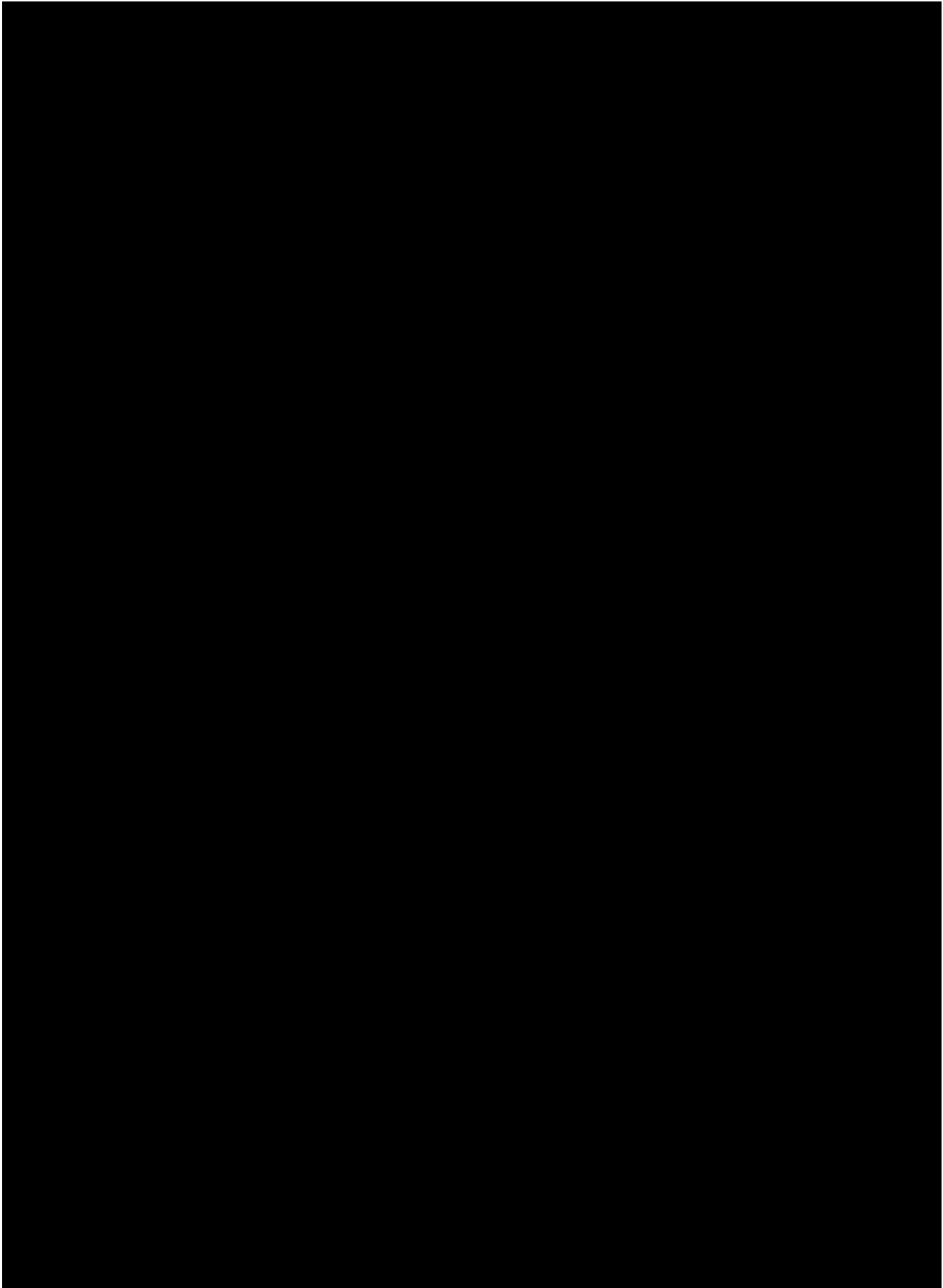
In responding to this question, the Potential Provider as a minimum must explain:

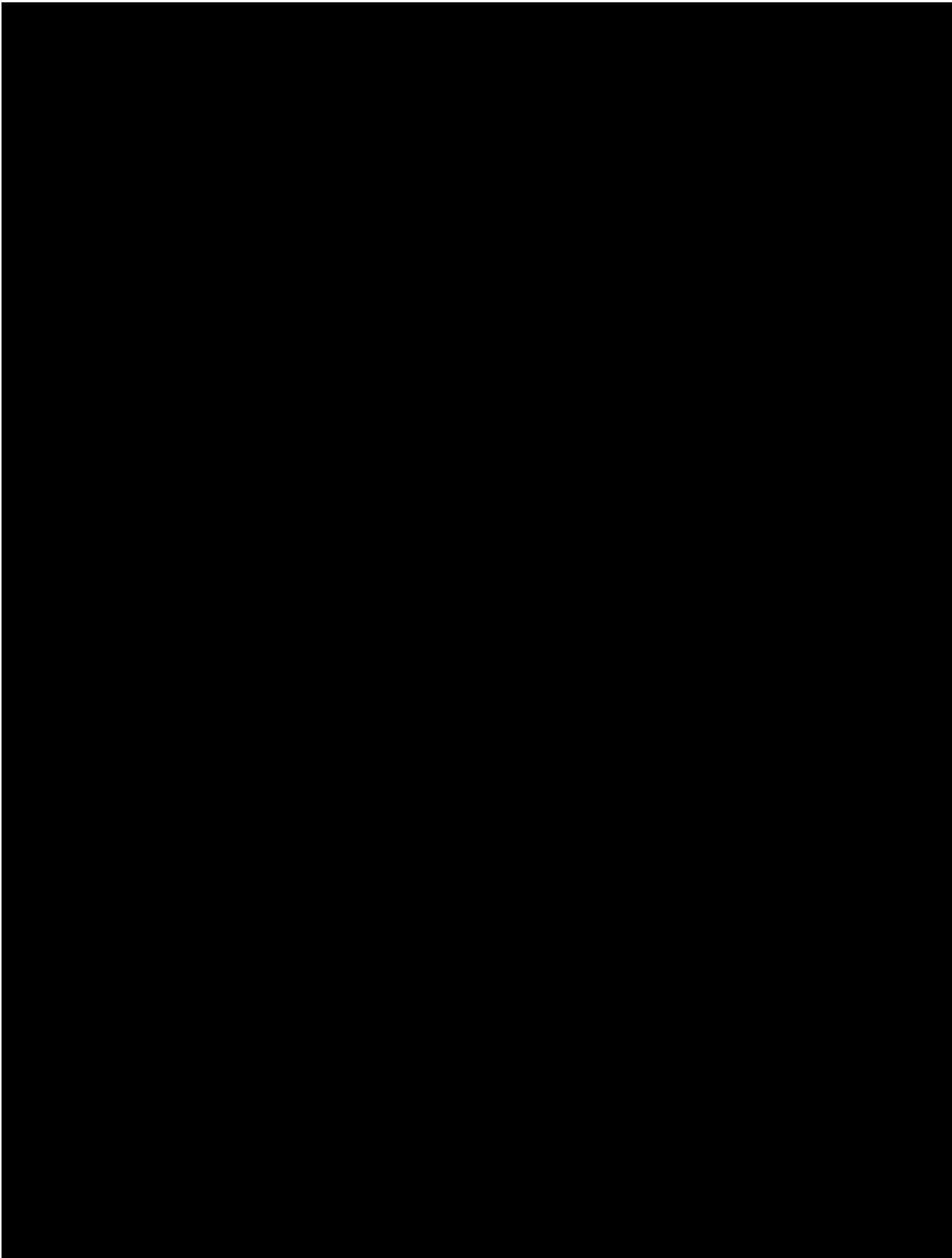
- The experience your organisation will bring in managing and delivering similar initiatives.
- The proposed team and their respective roles and availability, providing written biographies of the proposed Directors/Senior Team and key team members responsible for managing delivery of the services, demonstrating suitable skills and experience.
- Evidence of your approach to the delivery of services which demonstrate that your organisational development will be informed by learning gained from delivery of services.

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# Commercial Efficiency Support

## Question 3 – Risk Management

### Weighting 10%

Please detail what you foresee to be the main risks, challenges and dependencies that will impact on the successful delivery of the Statement of Requirements and how you will mitigate and overcome these. A robust approach to information governance must be displayed, including a clear methodology for risk management.

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We have outlined the key risks, challenges and dependencies below based on our experience of similar programmes. Our QA Partner James Yearsley will perform the role of appointed Risk Management Lead, ensuring that we take a pro-active and pre-emptive approach to risk management. The mitigations have been built into our delivery approach and will be continually monitored and managed.

	Description	Proposed Mitigation
Challenge	<b>Low Uptake:</b> from ICB/Trust stakeholders due to conflicting local CIP demands and reluctance to contract to a single national specification.	Rapid early engagement with Trusts/ICBs to showcase proposed savings opportunity to realise value and opportunity to align national accelerators with local CIPs. Align on stakeholder engagement plan in mobilisation phase as per Approach.
Dependency	<b>Local Resistance:</b> and reluctance from ICB/ Trusts to share pricing data/ contracts slows access and ability to review and align payments and specifications. An accurate baseline will be required to build trust at a local level on projected savings and the realisation of benefit.	Utilise Department of Finance network to get rapid sign-off for contract access & upload to Atamis/ centrally where required. Deploy Natural Language Processing (NLP) to rapidly review contracts extracting key terms and pricing metrics at pace. Our data experts have experience of and will utilise eClass coding, SCS, AdviceInc, ISFE AP data to create a baseline position. Will need an agreed ICB level approach to baseline sign-off and forward benefit tracking.
Challenge	<b>Category Priority Advocacy:</b> large volume and variation of buying practices/ specifications/ contract terms, varying levels of Trust/ ICB maturity/ progress and supplier disincentives to engage may create challenges in identification and prioritisation of interventions that work for all.	Build on existing spend data e.g., eClass, Atamis, ISFE AP to rapidly identify in-scope categories. Utilise NLP to identify evidence base for change. Bring in cross-sector leading practice hypotheses to inform rationale. Co-design a prioritisation approach with identified Regional/ Local "commercial working groups" to gain local input and mutually agree prioritisation to gain buy-in and sense check addressable spend areas.
Risk	<b>Speed to Value:</b> slow pace to develop and mutually agree revised specification/ standards at local level for frameworks and nationally re-negotiated contracts.	Leverage Deloitte's existing industry standard specifications developed across private and public sector, alongside existing NHS Leading practice examples, to provide a rapid baseline. Work with Regional/ Local "commercial working groups" to gain input into Trust/ ICB nuances and maturity challenges to account for.
Challenge	<b>Supplier Incentives:</b> Suppliers will only offer discounts for 'committed spend'. Current financial flows and 'local contract level commitment' deployed as a barrier to change by Suppliers/ Buyers.	Review financial and contract flow options to drive optimal incentivisation for suppliers and local Trusts/ ICBs. Build on lessons learnt from previous interventions e.g., "Top Slice", HCTED/ SSDP, "National Push" etc.). Trusts asked to support Supplier negotiations to demonstrate their commitment. Utilise local finance resources to support the development of benefit realisation tools that work for them and enable national visibility.
Risk	<b>Sourcing Activity Timeframes:</b> Trusts/ ICBs may need to switch Suppliers and/or change contract terms to secure ViM which may require a new procurement which represents a longer-term programme of work.	Utilise NLP to review exit and key clauses across contracts and engage legal advice (via NHS or Deloitte Legal teams) to mitigate risk e.g., through up front notice to existing Suppliers informing them of intention to move volumes to meet ViM. Allow phased switch approach for savings where applicable.



Challenge	<b>Framework Host Resistance:</b> from framework lead organisations (e.g., CPHs, CCS, SBS) to streamline frameworks due to financial reliance on income/ ABI	Review framework landscape, agree standards for quality, consistency, and compliance, evaluate Frameworks against those standards and use the work to identify 'lead organisations by category' (e.g., digital, construction), and manage 'laggers' to meet standards or to exit market and focus on alternative categories.
Risk	<b>Supplier Competition:</b> The Framework transformation/ consolidation doesn't result in overall increase in supplier competition or jeopardises future resiliency	Incentivise lead category organisations to diversify supply. For example, X% of all 1 <sup>st</sup> tier framework expenditure to a 2 <sup>nd</sup> tier SME/ecosystem.
Risk	<b>Trust Behaviours:</b> Trusts/ ICBs continue to utilise legacy frameworks and contracts and undermine National model and benefits delivery	Configure Atamis to enable Trusts/ ICBs to do simple Framework agnostic "search for products/ service", providing links to key framework documentation and category experts. Enable framework drawdowns to be selected and monitored within Atamis. Consider using regional representatives to undertake local engagement to drive adoption and enable benefits.
Risk	<b>Commodity Price Volatility:</b> leads to resistance from Suppliers and Trust/ ICBs to 'commit to deals' e.g., energy pricing and limiting supplier diversity	Carefully construct pricing terms to follow category drivers, deploy economic specialists to model potential scenarios to mitigate risk and provide comfort to Trusts/ ICBs. Look for diversity in terms and Suppliers to build resilience across the portfolio and hedge where applicable.
Challenge	<b>Framework differentiation:</b> difficult due to vast volume of hosts and lots, some with only brief descriptions.	Resource heavy task to differentiate between similar products and services on frameworks; draft in support from framework experts to ensure they are correctly evaluated.

## 2. Information Governance

We acknowledge the risk posed by potentially highly sensitive commercial data being analysed as part of this programme. At Deloitte we have a specific approach towards information security and the handling of sensitive data, and we recognise the importance of this for this project, when processing commercially sensitive procurement data.

Deloitte is certified ISO27001 and has a Standards Exceeded rating as part of the NHS England Data Security and Protection Toolkit. All employees are trained on data security and confidentiality, including the use of the IG Lifecycle shown below. Compliance with security and confidentiality policies by our employees is mandatory which includes the duty to only disclose information to those persons who need access to carry out duties related to the specific project, or those obligated by laws and regulations. Our policies and procedures are designed to protect high risk data, such as, commercially sensitive contract information, from loss and breaches.



### Classify

- For this project the usage of commercially sensitive contract information will require a high level of security and protection.

### Store

- The data storage security levels will reflect the highly sensitive nature of the contract information. When evaluating analytical tools our data experts will assess the data storage as part of that software and its alignment to the agreed level of security and protection required.

### Manage

- Given the commercial sensitivity of the information required for this project we will use a file storage system that limits visibility and access to information to those with an active role on the project. This access will be regularly reviewed and updated by project leadership. We have used these storage solutions in our previous work with NHS England to store commercially sensitive information.

### Dispose

- To minimise the risk of loss information will be disposed of in a timely manner which will be agreed as part of the contract of the project.

## Commercial Design Partner

### Question 4 – Ways of Working & Quality of Service

#### Weighting 30%

Please describe the management arrangements you will put in place to ensure services are delivered successfully. In responding to this question, the Potential Provider as a minimum must explain:

- How you will work with the Authority
- Your approach to managing conflicts of interest.
- How you will monitor progress against milestones, and ensure these are achieved,
- How you will ensure quality of the services provided,
- How you will implement stakeholder feedback, continuous improvement, and innovation,
- How you will ensure there is continuous knowledge transfer to the Authority over the duration of the contract,

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### 1. Working with NHSE CCF and CEP Teams:

Deloitte have a proven track record of leading and co-delivering large scale commercial and supply chain related programmes across the NHS, and understand the historical incentives which have driven fragmentation, duplication, and the challenges to create the commercial case for change across over 400 organisations. We believe people are the most critical success factor for successful delivery; trust must be established for commercial change to stick where the contracts are let/ budgets are allocated. **We will adopt a 'one team' approach with your team(s);** this isn't just your leaders, but the people across the commercial landscape too as they will be responsible for delivering on new ways of working. We will do this by:

- a) **Effective mobilisation:** establish an agreed way of working from the outset, identifying how we can best work together to build an environment where all can constructively input in a targeted way.
- b) **Working alongside you and the NHS:** we would like to be with you in-person at key points, so we can get to know your team and wider stakeholders face-to-face, alongside virtual teaming. We are happy to provide meeting rooms and space across the UK to encourage this. This will help us listen (to the purpose, progress and pressure points your team have experienced to date) and react (identifying solutions and working together to select strategies that will be most likely to deliver your priorities).
- c) **Continuous improvement and Innovation:** For NHSE's top five spend categories we propose to: 1) stand up "Global Advisory Panel of Category Professionals"; this panel will consist of a mix of rich procurement expertise, global subject matter experts for that category and where relevant leading industry expertise (e.g., for Managed Diagnostics IV), sharing European & global models (e.g., drivers, benchmarks, outsourced vs in-house). This will include leveraging our in-house Medtech experts who understand the underlying industry financial drivers, process and manufacturing flows and economic analytics experts who can scenario plan futures based on commodity price volatility. We will hold two 'labs' per category to explore the landscape and 'art of the possible' to create a five-ten-year value delivery roadmap. 2) Run digital labs – we will explore how the NHS and industry could exploit technology inc. Gen AI to transform procurement service delivery between NHS & suppliers. We often see the 'same specification' being re-tendered; how could services be modernised to deliver greater value?

### 2. Managing conflicts of interest:

As a regulated entity we have robust procedures in place to identify potential conflicts of interest and threats to confidentiality. We understand this programme will involve reviewing commercially sensitive information. All our team members on this project will provide a record their business relationships and financial interests (and those of their close dependents) that could create a conflict of interest. We will share these records with you to compare against Suppliers in scope, in addition to share the output of our internal conflict check to determine if any of the Suppliers in scope are clients of Deloitte. We will mutually agree with you if specific safeguards are required based on the facts and circumstances, these may include:

- Notifying affected clients of the circumstances and obtaining their consent to act in the circumstances.
- Separating teams of staff and partners to service the affected clients.
- Physical separation of affected engagement teams or specific instructions issued to engagement teams.
- Our Compliance Department may issue ethical wall instructions to relevant engagement teams. These instructions include provisions relating to the secure handling and storage of client records and information such that access is restricted to the client service team.

### 3. Closely monitor progress against milestones to ensure success:

To ensure delivery remains on track, we will closely monitor progress against milestones by integrating our intelligent PMO (iPMO) "engine room" tools and templates into existing CSU PMO processes, creating visibility, consistency, and grip across our workstreams. We will underpin this with the following:

- Developing **pragmatic project and resource plans** to ensure that activities and their corresponding milestones can be completed to timescale, the right resources are in place to deliver, and the right internal decision-making forums are in place to enable them.
- Maintaining a **risk register** where risks are regularly monitored with mitigations identified and implemented, alongside managing critical interdependencies and potential blockers to milestone delivery.
- Creating a **detailed stakeholder and communications plans** to ensure that each group is brought on the journey and invested in the outcome, and decisions are made by the right people to enable progress.

These will be reviewed at a weekly progress review meeting and escalations agreed if intervention is required to ensure milestones and timelines stay on track. We can utilise our web based "BenefitsTracker" solution to simplify, seamlessly track and share implementation against plan, including monitoring delays and live status reporting, holding initiative owners to account to the agreed plan, quantifying success, and performance to plan and reporting to senior stakeholders.

We have experience of supporting tight deadlines, for example, the EU Exit deadline of 31/03/2019. We project managed across multiple workstreams working with industry, clinicians, NHSE EPRR to stand up mitigation measures, undertake 'testing' and an independent readiness assessment ahead of key deadlines to identify critical actions.



#### 4. Ensuring quality:

Quality is integral to Deloitte's company culture. 'Lead the way' and 'serve with integrity' are two of our core values we apply across all the work we undertake; we hold ourselves to the highest standards and will put the following processes in place:

- **Workstreams:** The PMO will work with each workstream to define 'what quality looks like' through the eyes of each major stakeholder and will review progress against this through monthly progress reporting.
- **Programme:** Every major deliverable will go through a Deloitte senior team review with a clear escalation in place across all workstreams to ensure the quality bar is always surpassed.
- **Continuous feedback:** Regularly seek/ action feedback from NHSE CCF and CEP stakeholders on the quality of deliverables and ongoing delivery.
- **The Deloitte experience:** [REDACTED] will act as **Quality Assurance Partner** to independently review work, engage with you separately to understand your experience, and provide feedback to the team. Our 'Quality Assurance Review' (QAR) process monitors, measures, and assures quality outcomes, and consists of quantitative and qualitative peer reviews that provide constructive challenges on a consultative basis. [REDACTED] will be responsible for the review of the engagement, undertaking constructive consultation to ensure stakeholders are informed on how quality and risk are being managed to secure success.

"The CHC Maturity Matrix that Deloitte designed is now firmly at the centre of almost every CHC improvement initiative delivered by local systems. I can see green shoots of improvement! The work that the Deloitte team did is the bedrock of all our improvement conversations, and as SRO for the CHC Strategy Improvement Programme, I fully endorse the quality of your work." Paul Gavin, CHC Strategic Improvement Programme Director, NHSE

#### 5. Your internal capability and continuous knowledge transfer:

We will agree upfront how we can work with your teams to upskill and undertake knowledge transfer. We suggest a rapid skills diagnostic to identify key gaps, which we can centre our capability development on. We will: 1) agree with your top five category leads 'knowledge transfer contracts' where we both commit to helping to build these skills gaps over the six months. We will develop bespoke training plans with them and invest an average of two hours/week developing their skills. 2) For the wider team we propose to undertake 'lunch and learn' and/or five training events. These would be focused on building skills e.g., negotiation skills which can be put into practice through role play and subsequent supplier negotiations. We will provide feedback and development on an ongoing basis to hone these skills. 3) For your top-ten emerging procurement leaders we propose to invite them to join our 'CPO Network', they will be invited to join events and roundtables with our private sector and wider public sector emerging leaders discussing the future of procurement. In addition, an integral outcome of all engagements is the legacy that is left behind. We will agree and regularly review how workstreams will be transferred seamlessly back to NHSE owners. We will develop a transfer plan in month one, monitor progress monthly and iterate. In our experience shadowing and regular check-ins once we have left and in the immediate weeks after enable a smooth transition.

As we transitioned our C19 ICU consumable demand management support, we developed a comprehensive handover plan for NHSE, NHSSC and DHSC. We worked with NHSE parallel running the underpinning analytics for three months, following a comprehensive knowledge transfer we shadowed the team reviewing their outputs and recommendations constructively supporting their capability to run the process without external support.

#### 6. Stakeholder feedback:

From experience, we know that this programme will require robust engagement with National, Local and Regional NHS organisations and supplier markets – and are aware that there may be some resistance from both, therefore we know communicating at the right time is critical to get the right level of engagement and advocacy from the system. We need to identify the groups of people that will act as gateways for action – and we recommend structuring that into several "Commercial Working Groups" to provide insight on front-line impact potential, provide challenge and feedback on emerging plans, and support validation, advocacy and roll-out. We will invite participation, and crucially, welcome opposition and disagreement to early formative ideas. To support stakeholder feedback, and purposefully avoid holding meetings for meetings sake, we will develop a stakeholder map and communications plan to:

- Ensure the right seniority and expertise is involved from the get-go.
- Ensure key stakeholders get a consistent message on the purpose, scope, and outputs of the programme.
- Have consistent messages about what the future might look like and how this programme will be an opportunity to influence the approach.
- Manage expectations with regards to the level of input required, and timing of key decisions.
- Be prepared for any negative and constructive stakeholder comments.

A 'one size fits all' approach to engagement won't meet the needs of the NHS buyer/ supplier stakeholders involved; we recognise the need to tailor our style and narrative to get the right level of input and feedback.

We supported NHSE and NHS SC to design the national demand management model to support ICU Consumables during C19. We launched the model across the regions and Trusts, iterated it with continuous feedback from local users – gathering specific feedback from clinical teams and heads of procurement via robust communication channels e.g., "Clinical Reference Groups", and nominated Procurement Representatives for each Region. We used these groups to refine the model and process to ensure transparency of local inventory, to support Mutual Aid between Trusts, and when shortages hit, how the system would work together to identify substitutes and source alternative products.

## Commercial Design Partner

### 3.1 – Social Value: Digitising Service Delivery

#### Weighting 30%

Detail how, through the delivery of the contract, the service being proposed can be digitised throughout the duration of the award, to reduce emissions and resources used where possible whilst still achieving the same outcome.

- Supplier to agree on what areas of the service can be digitised and the timescales for delivering this functionality.
- Supplier to detail the amount of annual emissions saved through this change, once it is set up.

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## Deloitte Response: 3.1 – Social Value: Digitising Service Delivery

We know the NHS's vision is to deliver a net zero NHS and we recognise that all suppliers working on your behalf need to demonstrate commitment, belief and understanding of this goal. Deloitte is committed to achieving Net Zero, and WorldClimate is our global strategy to drive responsible climate choices within our organisation and beyond.

### Digitising Delivery to Reduce Emissions:

We will adopt a digital-first delivery approach to reduce emissions and resources used without impacting on outcomes. We will enable this by embedded our Sustainable Delivery Framework (SDF) across the programme team. The SDF provides a set of tools providing guidance on ways to empower teams, adopt sustainable ways of working and reduce travel emissions. It supports teams to adopt sustainable low carbon options in our work and provides a continuous assessment of CO2 emissions that result from our activities. The table below highlights the areas of our service that we will digitise, and the timeframes you can expect those to be delivered within:

#	Service Area	Description	Timescale
1	Travel & Remote Working	We will adapt our proven <b>Deloitte Works</b> methodology, which has enhanced work flexibility and choice. We propose fixing several "anchor-days" and "face to face" days to ensure our team only travel where necessary where it adds-value and aids delivery. We will enable this through <b>virtual workshopping</b> and where travel is required, we will choose the optimal low carbon means of travel. We will use our <b>Travel Emissions Calculator</b> , a tool to forecast the approximate travel-related emissions on a project, allowing us to jointly explore ways to reduce them. We will share the outputs in a project summary which can be included in reporting to you.	We can make all of these digitally led sustainability drivers available from Day-1 of the project, right through to project end-date.
2	Communication & Collaboration	We will use shared Deloitte/ NHS <b>digital communications channels</b> (e.g., MS Teams) so we can collaborate with instant messages, shared whiteboards and shared document repositories. We will also bring our suite of <b>digital collaborative tools</b> (such as Mural, Miro, Trello) to improve the efficiency and experience of digital interactions.	
3	Printed Materials	We will make all materials available digitally (with a <b>zero-print policy</b> , except by exception).	
4	Ways of Working	We will deploy our <b>Sustainable Ways of Working</b> assets across the joint team, including tools and guidance, tips on reducing carbon footprint and managing travel carbon emissions, and the <b>Giki Zero</b> tool which can be used to set up sustainability challenges Deloitte and NHSE to encourage sustainable behaviours.	
5	Innovation in Automation and Analytics	Where possible, data analytics and AI will be embedded into our approach, we will constantly challenge ourselves to continually improve the services we deliver and identify opportunities for <b>innovation</b> which may result in <b>efficiencies and automation</b> which supports the reduction in resources.	

### Annual emissions saved through Digitising Service Delivery:

Business travel represents one of the largest contributors to our carbon footprint. Understanding the climate impacts of our travel choices and the levers available to us to reduce them is vital if we are to achieve our net zero ambitions on this project and beyond. Using our Travel Emissions Calculator, we have forecasted the approximate travel-related emissions associated with the project, have agreed the best ways to reduce them at root-cause (as per the table above), and have modelled the impact of the change (see Figure 1).



We believe that by changing the way we work with you to deliver the CEP Programme more digitally, we can fundamentally impact the highest emissions area of our work by cutting: 1) the number of people travelling, 2) taking fewer trips, 3) choosing lower carbon modes of transport when we do need to travel (e.g. rail, walk and bike), 4) using electric modes of transport, in particular for local travel at final destinations (e.g., Wellington House).

Moving to digital delivery would enable us to bring our total project emissions down from 7.11TN (or 79KG Carbon per person per month) to just 1.08TN (or 12KG per person per month). Annualised, that is an emissions reduction of 12.06TN of Carbon.

### **3.2 – Social Value: Improve Health and Wellbeing** **Weighting 70%**

Please describe the commitment your organisation will make to ensure that opportunities under this contract deliver the Social Value Policy Outcome and Award Criteria, improving health and wellbeing.

Improve health and wellbeing award criteria:

- Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.
  - Influence staff, suppliers, customers, and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.
  - Your response should include the following:
    - your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria
    - a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals.
- Including but not limited to:
- a timed action plan
  - use of metrics
  - tools/processes used to gather data
  - reporting
  - feedback and improvement
  - transparency

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## Deloitte Response: 3.2 – Social Value: Improve Health and Wellbeing

**Our commitment:** “Supporting you to deliver the Commercial Efficiency Programme with excellence and at pace, whilst ensuring health and wellbeing is at the heart of everything we do.”

Deloitte has a track record of delivering on our social impact commitments. For example, through our Deloitte ‘One Million Futures’ campaign, our firm has collectively supported over one million people and delivered a national community contribution of over £22m. We are passionate about delivering the spirit as well as the letter of the Public Services (Social Value) Act 2012 and commit to working with you through this contract to deliver Social Value through improving health and wellbeing (physical and mental) across all staff, suppliers, customers, and communities. We have concentrated our response on tangible, additional social value actions that we will take during this contract, supported by a deep set of proven firm-wide initiatives and frameworks that we will leverage to accelerate and maximise our impact. Our key deliverables are described below.

**Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce.**

**Our Deloitte delivery team commitment to influencing support of health and wellbeing:**

We will work closely with the project team to tackle your key health and wellbeing priorities. Within the first four weeks of the contract, our nominated health and wellbeing lead will run a social value ‘kick-off’ session and agree a health and wellbeing plan with you that we will track throughout the contract. We will facilitate an initial wellbeing workshop and ongoing reviews with our joint team. The workshop will be supported by our Deloitte-wide ‘Inclusion and Wellbeing Ways of Working’ Framework, sharing a ‘Manual of Me’ (illustrated left), and co-creating a Team Charter outlining ways of working. Activities following this will include the coaching and training of staff across the team – drawing on internal and external knowledge as required. The resulting increase in knowledge across the team will help

	What do I want from this role?	How do I like to work?	What do you need to know about me?
<b>Name:</b> <b>Role:</b> <b>Phonetic pronunciation of my name:</b> <b>Pronouns:</b> <b>Business Chemistry:</b> <b>Fun fact:</b>	<b>Things to consider:</b> • My learning and development opportunities • How this role fits with my personal objectives • What matters to me personally, what impact do I want to make? • My strengths and capabilities	<b>Things to consider:</b> • My current working pattern • How I prefer to communicate • How I prefer to receive feedback • How often I like to have check-ins • Anything else?	<b>Things to consider:</b> • Things I'd like to share about my background and personal life • My accessibility considerations • How others will know if I'm struggling • Anything else?

reduce uncertainty and help deliver mental health improvements for those working across the project.

**Continually invest and take action to support staff health and wellbeing**

At our initial wellbeing workshop, we will leverage a proven set of Deloitte firm-wide initiatives and frameworks that will accelerate and maximise our impact. We will share and discuss how the delivery team can access and be supported by dedicated resources (illustrated right). We will also encourage the team to take part in bite-sized activities to support their physical and mental wellbeing, these may include becoming more personally connected by taking part in a Show and Tell or adding some physical activity by arranging Walking Meetings. In addition, with our partner, Faculty, we will provide the following initiatives for the project team at no additional cost:

- **Improved awareness** – we will deliver 1 mental-health plan (aligned to MHaW standard 1) and 2 awareness Lunch & Learn sessions, e.g., neurodiversity - (aligned to MHaW-1,3;TaW-2).
- **Improved health/wellbeing** - we will deliver 1 Mental-Health-First-Aider assigned to the contract (aligned to MHaW-2,5;TaW-3).



**A proactive and preventative approach – delivering CEP with health and wellbeing in mind**

We believe that wellbeing is not an extracurricular activity but must be considered at the heart of design and delivery. We know how commercial teams can struggle with demand, business and supplier expectations and workload, and how post-pandemic ways of working (e.g., a 150% increase in meetings) can lead to burnout. These expectations and ways of working are often a result of historic or poorly designed business processes and channels of communication – and we believe can be mitigated with considered design in the set-up of the CEP programme. We will include wellbeing questions in our mobilisation and design work and will build frameworks and processes that prioritise and maximise staff wellbeing in each impacted area.



## Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health.

### Volunteer hours

Each member of the Deloitte team will have 0.5 days per month volunteer time which is dedicated to our charities, for example our Digital Connect ([Deloitte Digital Connect](#) | [Deloitte UK](#)) programme work with StandOut, a charity supporting prison leavers. We will be delighted to explore your preferred charities and where feasible/appropriate use our volunteer time to support their work. This support not only increases wellbeing in communities but also adds value and improves the wellbeing for everyone taking part in the initiatives. We will deliver 2.5% of the teams' total time in volunteer hours.

### Developing a sense of connection through our wide range of networks and community groups

A key aspect of the overall wellbeing of our teams is a sense of connection, and we will support this through different network and community groups. The team on this contract will be encouraged at the wellbeing workshop to expand their connections by joining a network and supporting our volunteering initiatives. Our networks include Thrive, our wellbeing network, focused on the mental, physical, and emotional needs of our people and over 100 Community Interest Groups/networks which provide an opportunity to meet, and engage with others with similar interests (e.g., sports, music, cultural, business).

### Timed Action Plan & Metrics

	Month 1 – Oct 23	Month 2 – Nov 23	Month 3 – Dec 23	Month 4 – Jan 24	Month 5 – Feb 24	Month 6 – Mar 24
Local value activation & monthly review workshops and meetings	IV Activation	Steering Group Meeting	Steering Group Meeting	IV Progress Review	Steering Group Meeting	SV Final Review
Commitment 1: delivery team commitment to influencing support of health & wellbeing						
Commitment 2: trust and take action to support our staff health and wellbeing including the provision of mental health training						
Commitment 3: designing and delivering the work with wellbeing at its core						
Commitment 4: charity partnerships – 2.5% of our team's time volunteering for charities at no cost to you						
Commitment 5: connecting with our wide range of networks and community groups						

### Metrics - Metrics

will allow us to track wellbeing over time and hold the team to account. Proven and useful metrics that we have used on other recent projects, and we will propose to use on this contract include quality of leadership

(celebrating success and supporting the team), quality of wellbeing processes (ways of working and maintaining a good work/life balance), ability to learn, being transparent and collaborating effectively and quality of personal physical and mental health.

**Tools/processes used to gather data** - To gather insight and data on this project we will use survey and feedback tools within wellbeing workshops (e.g., 'Remesh' / 'Mentimeter'); a monthly text message pulse survey tool against our wellbeing metrics; our recognition tools to share success ('e-gratitude wall' / 'My Recognition'); and anonymous 24/7 feedback survey via Microsoft Teams.

**Measurement and reporting** – Our team will produce a monthly one-page overview of wellbeing progress, metrics and actions for the delivery team. Specific lessons learnt and feedback will be shared with NHSE where relevant. We publicly report via our 'UK Impact Report' demonstrating our purpose in action and include our support for health and wellbeing (available on our website).

**Feedback and improvement** - Feedback will be collated from reporting produced from survey tools, one-to-one sessions and team meetings and shared at monthly wellbeing sessions. If required, collectively we will develop an improvement plan and associated actions and progress reported on the wellbeing report. Formal Deloitte feedback processes (e.g., whistleblowing helpline) will be accessible for all team members who do not wish to share via survey tools and/or wellbeing sessions. Appropriate actions will be determined on a case-by-case basis. Specific lessons learnt and feedback will be shared with NHSE where relevant.

**Transparency** - Our delivery team commit to a culture of inclusivity and openness throughout the contract. Feedback and wellbeing sessions will allow all our joint team to have a voice, share success and gather lessons learnt to continuously improve the way that we work and help to ensure we support the health and wellbeing of the team.

## Document 4

## Declarations

### Invitation to Tender (ITT)

Name of Contracting Authority	NHS England
Tender for	Commercial Efficiency Programme - Commercial Design Partner
Contract reference	C211131
Return Deadline	12pm 06/10/2023

Supplier name	Deloitte
Tender name	Commercial Efficiency Programme - Commercial Design Partner
Tender reference	-

#### 1. Acceptance of Terms and Conditions/Original Call Off Term Questions

- 1.1. Confirmation that our organisation accepts the Terms and Conditions as set out in Document 3 – Appendix 2. This is a pass/fail question. YES = Pass, NO = Fail. Tenderers should confirm that this document has been downloaded and read and that they confirm acceptance of these terms.

Response			
Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

#### 2. Conflicts of interest

2.1. Tenderers have a continuing duty to disclose actual or potential conflicts of interest in respect of themselves, their named sub-contractors and consortium members.

2.2. Please describe any (actual or potential) conflicts of interest that the Tenderer has identified and how these will be managed

**Response (maximum 2000 Characters)**

Our organisation has procedures in place to identify potential conflicts of interest and threats to confidentiality before engagements commence. As internal auditors to NHS England there could be a perceived conflict with regard to this work. The work is focused on securing efficiencies for local NHS organisations as such we do not see a conflict with our Internal Audit role. We will gain confirmation that there is not a conflict from NHS England's Head of Internal Audit.

2.3. Tenderers are reminded that failure to identify material conflicts of interest may lead to rejection of its tender response.

### 3. Types of information that the contractor considers to be confidential

3.1. Type 1: Confidential information:

Information considered confidential	Reason for FoIA exemption sought (Include paragraph reference)	Period exemption is sought (months)
All documentation relating to our pricing and financial modelling including the basis on which the final price is calculated.	Confidential information	
All documentation relating to third parties including, but not limited to, credentials and references for work for other clients.	Confidential information	
Personal information relating to individuals including, but not limited to CVs, pen portraits and client contact details.	Confidential information	
Approach and methodologies.	Confidential information	

3.2. Type 2: Commercially sensitive information:

Information considered commercially sensitive	Reason for FoIA exemption sought (Include paragraph reference)	Period exemption is sought (months)
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All documentation relating to our pricing and financial modelling including the basis on which the final price is calculated.	Commercially sensitive	
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These Tender documents have been prepared by Deloitte MCS Limited. The information in these documents has been compiled by Deloitte and includes material which may have been obtained from information provided by the customer or by third parties, which has been taken in good faith. Deloitte cannot accept responsibility for the accuracy for this material.

We would be grateful to be informed of all requests from third parties for information contained in this document. If, following consultation you do disclose the information we request that any disclaimer is reproduced in full in any copies issued. We note that the Government's Transparency Agenda may require the publication of all tender documents and Government contracts. In accordance with guidance issued by the (as then) OGC in this regard, and the Code of Practice for FoIA, if you choose to award the work covered by this proposal or supporting documents, NHSE will need to consult with us about the redaction of certain parts of the contract, including those areas identified above, for this work and this proposal.

Any enquiries about what may be commercially sensitive or queries about disclosure should be directed to [REDACTED]

#### 4. Declaration of Completion

4.1. Please complete the following:

I certify that the information supplied is accurate to the best of my knowledge and belief.	
I also declare that I am authorised by the under mentioned organisation to supply the information given above and that, at the date of signing, the information given is a true and accurate record.	
<b>Name</b>	[REDACTED]
<b>Date</b>	5 <sup>th</sup> October 2023
<b>Company Name</b>	Deloitte MCS
<b>Signature</b>	[REDACTED]

**Tenderers are reminded that the Authority may reject this tender if there is a failure to answer all relevant questions fully or false/misleading information is provided.**



## Document 3

### Form of Tender (Including Certificate of Bona Fide Offer)

#### Invitation to Tender (ITT)

Name of Contracting Authority	NHS England
Tender for	Commercial Efficiency Programme - Commercial Design Partner
Contract reference	C211131
Return Deadline	12pm 06/10/2023

(Download, Print, Sign, Scan and Upload to the Authority's e-tendering portal)

**TENDER FOR THE: Commercial Efficiency Programme - Commercial Design Partner**

**TENDER REF: C211131**

**TO: The National Health Service Commissioning Board (NHS England)**

**DATE:** 6<sup>th</sup> October 2023

**OJEU REFERENCE NUMBER:** N/A

We Deloitte the undersigned, having examined the ITT and its appendices set out below (the ITT Pack), do hereby offer to provide Commercial Design Partner Services as specified in those documents and in accordance with the attached documentation (listed below) to NHS England commencing 24<sup>th</sup> October 2023 and continuing for the period specified in the Contract:

- Document 1: Instructions and Guidance
- Document 2: Statement of Requirements
- Document 3: this Form of Tender, and:
- Response to Questionnaire 2: Technical Questionnaire (Response in Atamis)
- Appendix 1 to Document 3: Declarations

- Appendix 2 to Document 3: NHS England's (NHS Standard) Terms and Conditions of Contract
- Appendix 3 to Document 3: Supplier Code of Conduct
- Response to Questionnaire 3: Commercial schedule (bespoke attachment uploaded to Atamis)

We agree:

- (1) that the information contained in our Supplier Information Questionnaire response is correct and accurate and that we will inform NHS England forthwith if this position changes prior to an award of contract being made;
- (2) by submitting a tender response, to be bound by the terms of the Contract without further negotiation or amendment;
- (3) that this tender response and any contract arising from it shall be subject to and bound by the provisions of the ITT;
- (4) to supply the goods/services of the exact quality and sort specified in the ITT and for the price set out in our completed Commercial Schedule (response to Questionnaire 3) in such quantities and to such extent and at such times and locations as NHS England may direct and in full compliance with the Specification (substantially in the form set out in Document 2 – Statement of Requirements of the ITT) and any other appointment terms as specified in this ITT (including any appendices to it);
- (5) that the prices and charges offered are firm for the period of the contract (subject only to any indexation mechanism referred to in the Contract terms);
- (6) with NHS England in legally binding terms to comply with the provisions of confidentiality set out in the ITT; and
- (7) that this offer remains open for acceptance by NHS England until 90 days from the deadline for the receipt of tender responses.

#### *Execution of the Contract*

If this offer is accepted, we will execute such documents in the form of the Contract within 7 days of being called on to do so.

We agree that before executing the Contract (and associated schedules) substantially in the form set out in the ITT, the formal acceptance of this tender in writing by NHS England or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between NHS England and the Deloitte.

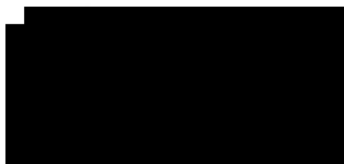
We further undertake and it shall be a condition of any Contract, that:

- The amount of our tender has not been calculated by agreement or arrangement with any person other than NHS England and that the amount of our tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of NHS England.

- We have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of NHS England or other contracting authority in connection with the award of the Contract and that no person employed by us has done or will do any such act.

I warrant that I have all requisite authority to sign this tender and confirm that I have complied with all the requirements of the ITT.

Signature



Name and status

For and on behalf of Deloitte MCS

Date 6th October 2023

**The Form of Tender (including the Certificate of Bona Fide Offer below) must be signed by an authorised signatory: in the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.**

#### **Certificate of Bona Fide Offer**

I/We certify that this offer is made in good faith and that we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person. We also certify that we have not, and we undertake that we will not:

- (i) communicate to any person other than the person inviting these offers the amount or the approximate amount of the offer except where the disclosure, in confidence, of the amount or approximate amount of the offer was necessary to obtain professional advice and/or quotations required for the preparation of the offer, for insurance purposes or for a contract guarantee bond;
- (ii) enter into any arrangement or agreement with any other person that he or any other person shall refrain from making an offer or as to the amount of any offer to be submitted;
- (iii) pay give or offer or agree to pay or give any sum of money or other valuable directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any offer or proposed offer for the goods/services any act or thing of the sort described in (i) or (ii) above.

The provisions of (i) (ii) and (iii) above shall not prevent you entering into arrangements or discussing the offer, to the extent necessary, with another party that forms part of a consortium bid or is a proposed sub-contractor to you.

We certify that the principles described in paragraphs (i), (ii) and (iii) above have been and will be brought to the attention of all sub-contractors, suppliers and associated companies providing services or materials connected with this tender and any contract entered into with such sub-contractors, suppliers or associated companies will be made on the basis of compliance with the above principles by all parties.

We acknowledge that if we have acted or shall act in contravention of this certificate, NHS England will be entitled to cancel any contract between us and to recover from ourselves the amount of any loss and expense resulting from such a cancellation.

In this certificate, the word 'person' includes any person and anybody or association, corporate or unincorporated; 'any agreement or arrangement' includes any transaction, formal or informal and whether legally binding or not.

Signature



Name and status

For and on behalf of Deloitte MCS

Date 6th October 2023

## Document 6

### NHS England's Supplier Code of Conduct

#### Invitation to Tender (ITT)

Name of Contracting Authority	NHS England
Tender for	Commercial Efficiency Programme - Commercial Design Partner
Contract reference	C211131
Return Deadline	12pm 06/10/2023

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#### Introduction

NHS England leads the National Health Service (NHS) in England. We set the priorities and direction of the NHS and encourage and inform the national debate to improve health and care. This Code of Conduct represents the principles that NHS England endorses and expects its partners and suppliers to support and follow and to ensure that their employees, partners and subcontractors will do the same. We want to work with Suppliers who are proud of their reputation for fair dealing and quality delivery and who consider working with NHS England to be reputation enhancing.

#### Scope



The provisions of this Code of Conduct are intended for third party Suppliers that are under contract to provide goods and/or services to NHS England. NHS England expects its Suppliers to communicate this Code of Conduct to their named subcontractors and employees and ensure that they, in turn, also observe the obligations and expectations outlined below.

## **Obligations and Expectations**

We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services funded by the public purse. We expect that Suppliers comply fully with all laws, regulations and standards that are applicable to their business and operations. Suppliers, and their named subcontractors, are also expected to ensure that *their* suppliers and supply chain also comply with, or observe, the obligations and expectations outlined below, as applicable. In selecting Suppliers, NHS England checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all Suppliers and equal treatment during selection processes.

### **a. Professional behaviour**

We expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of *our* behaviours or lack of good governance. For contracts that deliver goods and/or services to users with particular needs, physical or mental, that place them in a vulnerable position, suppliers should ensure that they are treated with dignity and respect. In the spirit of investing in mutually supportive relationships, all parties are expected to be prepared to share intelligence of supply chain risks, so that these can be mitigated.

### **b. Bribery, corruption and anti-competitive behaviour**

Any and all forms of bribery, corruption and extortion are strictly prohibited and may result in immediate contract termination, legal action and any other form of action specified in any contract. Suppliers shall comply with all applicable national and international anti-bribery legislation and standards, including, but not limited to, The Bribery Act 2010. Suppliers shall not offer or provide money or gifts to anyone where it is probable that all or part of the money or gift is being used to influence decisions that may result in a commercial advantage for the Supplier.

### **c. Environmental**

Suppliers, their employees and named subcontractors shall comply with all applicable environmental laws, regulations and standards and shall make all practical efforts to minimise their energy consumption, natural resource use and waste generation.

### **d. Health and Safety**

Suppliers and their named subcontractors shall comply with all applicable laws, regulations and standards relating to health and safety in the workplace or any location other than the workplace where production, manufacture or work is undertaken. Suppliers should demonstrate an active commitment to creating health-improving workplaces that is co-produced with employees and illustrates an active monitoring approach that utilises evidence-based practice for employer-led health improvement. NHS England commits to supporting suppliers in this through sharing our own learning and experiences of monitoring and improving workplace health with our supply chain.

### **e. Labour Standards and Human Rights**

Suppliers and their sub-contractors must comply with all applicable human rights and employment laws in the jurisdictions in which they operate. Suppliers and their named subcontractors shall ensure that slavery, including forced and compulsory (bonded) labour and human trafficking are not present in their business and operations. Suppliers and their subcontractors shall comply with the provisions of the Modern Slavery Act 2015. Where

Suppliers are required<sup>1</sup> to publish an annual slavery and human trafficking statement, this should be shared this with NHS England.

**f. Wages and working hours**

Suppliers shall comply with national laws regarding working hours, wages and benefits and shall put mechanisms in place to ensure that their supply chains also comply with relevant national laws. Suppliers are expected to work towards good practice in paying reasonable *living wages*. **g. Discrimination**

The Supplier and their named subcontractors shall not discriminate on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, and sex and sexual orientation. Suppliers should have, or work towards, a published diversity and inclusion policy, an action plan to improve diversity and inclusion in the workplace, and embedded good practice for workplace inclusion across all protected characteristics, including additional ones as articulated in NHS England's Diversity and Inclusion objectives.

**h. Generating Social Value**

Where feasible, Suppliers and their named subcontractors are expected to increase commercial opportunities for underrepresented supplier groups, especially Small and Medium-sized Enterprises (SMEs) and Voluntary, Community and Social Enterprises (VCSEs) that support health-related objectives. They are also expected to offer work experience and/or opportunities to people with a learning disability, those from vulnerable or disadvantaged groups, and the long-term unemployed, through structured and supported pathways to work opportunities. NHS England commits to sharing

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with Suppliers learning and experiences of structured pathways to work opportunities to support this action.

**i. Innovation and sustainable profit**

NHS England expects Suppliers to use recognised industry practices in the delivery of goods and/or services. NHS England expects suppliers to generate sustainable profit which they can invest to support improvements in goods and services for the long term benefits of patients and the health economy. In doing so, Suppliers should continuously look to reduce costs and improve quality throughout the life of a contract with NHS England, which they can evidence through true open book accounting. Where the Supplier becomes aware of alternative, innovative solutions and/or creative approaches that can deliver an improved, quality product or service to NHS England and/or its stakeholders, they should notify NHS England, outlining the anticipated costs and benefits of such solutions.

**j. Management of Risk**

NHS England tries to ensure that risk is placed with the party best able to manage it. This means requiring prime contractors not to flow risk inappropriately to subcontractors, and not to assert that they can manage risk that is in fact better managed by NHS England. All parties should also be prepared to share intelligence of supply chain risks, so that material commercial and operational risks, for example the impact of losing a key supplier, can be mitigated.

**k. Cyber Security**

It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect NHS England data.

**l. Confidentiality**

Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Suppliers to NHS England may also be party to confidential information that is necessary for them to be effective partners. This

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<sup>1</sup> <https://www.gov.uk/government/collections/modern-slavery-bill>

information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

#### **m. Conflicts of Interest**

NHS England expects Suppliers to mitigate appropriately against any real or perceived conflict of interest through their work with NHS England. A Supplier with a position of influence gained through a contract should not use that position to unfairly disadvantage any other supplier or reduce the potential for future competition.

#### **n. Monitoring**

Suppliers are expected to have identified, or be working towards identifying, their business' and operations' impacts on the environment, society and economy and to have, or plan to, put systems and processes in place to manage these and report on their progress and provide regular updates and copies of such reports to NHS England when requested. For contracts with duration longer than 12 months, Suppliers are also expected to submit an annual statement to NHS England's Commercial and Procurement Team, signed by their most senior representative (e.g. CEO), that confirms compliance with all applicable environmental and social laws, regulations and standards, explains mitigating action for any breaches, and articulates the way in which the Supplier is supporting the expectations set out in this Code. NHS England reserves the Right to Audit a Supplier to confirm compliance with the obligations of this Code of Conduct and explore the extent to which the Code's expectations are addressed.

**Any breach of the obligations articulated in this Code of Conduct is considered a material breach of contract by the Supplier.**



Deloitte MCS

#### **Social Value Pledge**

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Suppliers are invited to make a **voluntary** pledge, committing **any** value or volume of goods and/or services on a pro bono basis to suitable, mutually agreed, predominantly VCSEs, whose work supports health/care delivery or the wider determinants of health in the UK. This pro bono contribution should not be incorporated into the overall contract price, and whilst it may be aligned with the Supplier's wider Corporate Responsibility objectives, it should not already be accounted for as part of a wider CSR programme. The Social Value Pledge will be monitored as part of contract management.

*The aim is to generate big value for society with minimal cost to business.*

*I hereby pledge to...*

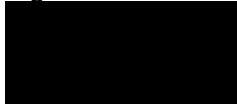
*Our social value pledges as part of this bid submission are covered within our comprehensive response to the two Social Value questions set as part of the main response to the ITT.*

*We will be happy to provide further information upon request with regard to our wider social impact programmes. Since 2016, our firm has focused on helping people in the UK*

*overcome barriers to education and employment through our 5 Million Futures social impact strategy. Working with over 70 schools and charities, we have empowered more 1.8 million futures in the UK through volunteering, fundraising and pro bono support.*

*Learning from our journey so far, we know where our firm can make the biggest impact. This is why we continue to focus on initiatives which draw on our people's skills to build better futures across the UK. Our work spans three priority areas: skills, education and employability.*

Signed

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*Deloitte MCS*

## Call-Off Schedule 5 (Pricing Details)

SECTION 1: Commercial Evaluation - Rate Card (30% of total Commercial Score)				
Role	CCS MCF 3 Maximum Day Rate for the Supplier (£)	Discounted Day Rate Submitted as Part your Commercial Bid (£)	Estimated Weighting	Total Cost for Evaluation Purposes only (Column D * Column E)
Analyst / Junior Consultant	£ [REDACTED]	£ [REDACTED]	200	£ [REDACTED]
Consultant	£ [REDACTED]	£ [REDACTED]	300	£ [REDACTED]
Senior Consultant / Engagement Manager / Project Lead	£ [REDACTED]	£ [REDACTED]	400	£ [REDACTED]
Principal Consultant / Associate Director	£ [REDACTED]	£ [REDACTED]	400	£ [REDACTED]
Managing Consultant / Director	£ [REDACTED]	£ [REDACTED]	400	£ [REDACTED]
Partner	£ [REDACTED]	£ [REDACTED]	100	£ [REDACTED]
Total Sum (To be used as the Figure for Evaluation Purposes Only)				£ 2,238,000.00

### Deloitte Commercial Assumptions

[REDACTED]



## Call-Off Schedule 7 (Key Supplier Staff)

- 1.1 The Order Form lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Start Date.
- 1.2 The Supplier shall ensure that the Key Staff fulfil the Key Roles at all times during the Contract Period.
- 1.3 The Buyer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Staff.
- 1.4 The Supplier shall not and shall procure that any Subcontractor shall not remove or replace any Key Staff unless:
  - 1.4.1 requested to do so by the Buyer or the Buyer Approves such removal or replacement (not to be unreasonably withheld or delayed);
  - 1.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
  - 1.4.3 the person’s employment or contractual arrangement with the Supplier or Subcontractor is terminated for material breach of contract by the employee.
- 1.5 The Supplier shall:
  - 1.5.1 notify the Buyer promptly of the absence of any Key Staff (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);
  - 1.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;
  - 1.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Staff and, except in the cases of death, unexpected ill health or a material breach of the Key Staff’s employment contract, this will mean at least three (3) Months’ notice;

- 1.5.4 ensure that all arrangements for planned changes in Key Staff provide adequate periods during which incoming and outgoing staff work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Deliverables; and
- 1.5.5 ensure that any replacement for a Key Role has a level of qualifications and experience appropriate to the relevant Key Role and is fully competent to carry out the tasks assigned to the Key Staff whom he or she has replaced.
- 1.6 The Buyer may require the Supplier to remove or procure that any Subcontractor shall remove any Key Staff that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Staff.

## Call-Off Schedule 8 (Business Continuity and Disaster Recovery)

### 1. Definitions

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"BCDR Plan"</b>	has the meaning given to it in Paragraph 2.2 of this Schedule;
<b>"Business Continuity Plan"</b>	has the meaning given to it in Paragraph 2.3.2 of this Schedule;
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable);
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;
<b>"Disaster Recovery Plan"</b>	has the meaning given to it in Paragraph 2.3.3 of this Schedule;
<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster;

<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time;
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule; and
<b>"Supplier's Proposals"</b>	has the meaning given to it in Paragraph 6.3 of this Schedule;

## 2. BCDR Plan

- 2.1 The Buyer and the Supplier recognise that, where specified in Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2 At least ninety (90) Working Days prior to the Start Date the Supplier shall prepare and deliver to the Buyer for the Buyer's written approval a plan (a **"BCDR Plan"**), which shall detail the processes and arrangements that the Supplier shall follow to:
  - 2.2.1 ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Deliverables; and
  - 2.2.2 the recovery of the Deliverables in the event of a Disaster
- 2.3 The BCDR Plan shall be divided into three sections:
  - 2.3.1 Section 1 which shall set out general principles applicable to the BCDR Plan;
  - 2.3.2 Section 2 which shall relate to business continuity (the **"Business Continuity Plan"**); and
  - 2.3.3 Section 3 which shall relate to disaster recovery (the **"Disaster Recovery Plan"**).
- 2.4 Following receipt of the draft BCDR Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the BCDR Plan. If the Parties are unable to agree on the contents of the BCDR Plan within twenty (20) Working Days of its submission, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.

## 3. General Principles of the BCDR Plan (Section 1)

- 3.1 Section 1 of the BCDR Plan shall:
  - 3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
  - 3.1.2 provide details of how the invocation of any element of the BCDR Plan may impact upon the provision of the Deliverables and any goods and/or services provided to the Buyer by a Related Supplier;



- 3.1.3 contain an obligation upon the Supplier to liaise with the Buyer and any Related Suppliers with respect to business continuity and disaster recovery;
- 3.1.4 detail how the BCDR Plan interoperates with any overarching disaster recovery or business continuity plan of the Buyer and any of its other Related Suppliers in each case as notified to the Supplier by the Buyer from time to time;
- 3.1.5 contain a communication strategy including details of an incident and problem management service and advice and help desk facility which can be accessed via multiple channels;
- 3.1.6 contain a risk analysis, including:
  - (a) failure or disruption scenarios and assessments of likely frequency of occurrence;
  - (b) identification of any single points of failure within the provision of Deliverables and processes for managing those risks;
  - (c) identification of risks arising from the interaction of the provision of Deliverables with the goods and/or services provided by a Related Supplier; and
  - (d) a business impact analysis of different anticipated failures or disruptions;
- 3.1.7 provide for documentation of processes, including business processes, and procedures;
- 3.1.8 set out key contact details for the Supplier (and any Subcontractors) and for the Buyer;
- 3.1.9 identify the procedures for reverting to "normal service";
- 3.1.10 set out method(s) of recovering or updating data collected (or which ought to have been collected) during a failure or disruption to minimise data loss;
- 3.1.11 identify the responsibilities (if any) that the Buyer has agreed it will assume in the event of the invocation of the BCDR Plan; and
- 3.1.12 provide for the provision of technical assistance to key contacts at the Buyer as required by the Buyer to inform decisions in support of the Buyer's business continuity plans.
- 3.2 The BCDR Plan shall be designed so as to ensure that:
  - 3.2.1 the Deliverables are provided in accordance with this Contract at all times during and after the invocation of the BCDR Plan;
  - 3.2.2 the adverse impact of any Disaster is minimised as far as reasonably possible;
  - 3.2.3 it complies with the relevant provisions of ISO/IEC 27002; ISO22301/ISO22313 and all other industry standards from time to time in force; and
  - 3.2.4 it details a process for the management of disaster recovery testing.

- 3.3 The BCDR Plan shall be upgradeable and sufficiently flexible to support any changes to the Deliverables and the business operations supported by the provision of Deliverables.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Performance Indicators (PI's) or Service Levels, or to any increase in the Charges to the extent that a Disaster occurs as a consequence of any breach by the Supplier of this Contract.

#### **4. Business Continuity (Section 2)**

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes facilitated by the provision of Deliverables remain supported and to ensure continuity of the business operations supported by the Services including:
  - 4.1.1 the alternative processes, options and responsibilities that may be adopted in the event of a failure in or disruption to the provision of Deliverables; and
  - 4.1.2 the steps to be taken by the Supplier upon resumption of the provision of Deliverables in order to address the effect of the failure or disruption.
- 4.2 The Business Continuity Plan shall:
  - 4.2.1 address the various possible levels of failures of or disruptions to the provision of Deliverables;
  - 4.2.2 set out the goods and/or services to be provided and the steps to be taken to remedy the different levels of failures of and disruption to the Deliverables;
  - 4.2.3 specify any applicable Performance Indicators with respect to the provision of the Business Continuity Services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Business Continuity Plan; and
  - 4.2.4 set out the circumstances in which the Business Continuity Plan is invoked.

#### **5. Disaster Recovery (Section 3)**

- 5.1 The Disaster Recovery Plan (which shall be invoked only upon the occurrence of a Disaster) shall be designed to ensure that upon the occurrence of a Disaster the Supplier ensures continuity of the business operations of the Buyer supported by the Services following any Disaster or during any period of service failure or disruption with, as far as reasonably possible, minimal adverse impact.
- 5.2 The Supplier's BCDR Plan shall include an approach to business continuity and disaster recovery that addresses the following:
  - 5.2.1 loss of access to the Buyer Premises;
  - 5.2.2 loss of utilities to the Buyer Premises;

- 5.2.3 loss of the Supplier's helpdesk or CAFM system;
- 5.2.4 loss of a Subcontractor;
- 5.2.5 emergency notification and escalation process;
- 5.2.6 contact lists;
- 5.2.7 staff training and awareness;
- 5.2.8 BCDR Plan testing;
- 5.2.9 post implementation review process;
- 5.2.10 any applicable Performance Indicators (PI's) with respect to the provision of the disaster recovery services and details of any agreed relaxation to the Performance Indicators (PI's) or Service Levels in respect of the provision of other Deliverables during any period of invocation of the Disaster Recovery Plan;
- 5.2.11 details of how the Supplier shall ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;
- 5.2.12 access controls to any disaster recovery sites used by the Supplier in relation to its obligations pursuant to this Schedule; and
- 5.2.13 testing and management arrangements.

## **6. Review and changing the BCDR Plan**

- 6.1 The Supplier shall review the BCDR Plan:
  - 6.1.1 on a regular basis and as a minimum once every six (6) Months;
  - 6.1.2 within three (3) calendar Months of the BCDR Plan (or any part) having been invoked pursuant to Paragraph 7; and
  - 6.1.3 where the Buyer requests in writing any additional reviews (over and above those provided for in Paragraphs 6.1.1 and 6.1.2 of this Schedule) whereupon the Supplier shall conduct such reviews in accordance with the Buyer's written requirements. Prior to starting its review, the Supplier shall provide an accurate written estimate of the total costs payable by the Buyer for the Buyer's approval. The costs of both Parties of any such additional reviews shall be met by the Buyer except that the Supplier shall not be entitled to charge the Buyer for any costs that it may incur above any estimate without the Buyer's prior written approval.
- 6.2 Each review of the BCDR Plan pursuant to Paragraph 6.1 shall assess its suitability having regard to any change to the Deliverables or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan, and shall also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review shall be completed by the Supplier within such period as the Buyer shall reasonably require.

- 6.3 The Supplier shall, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Buyer a report (a **"Review Report"**) setting out the Supplier's proposals (the **"Supplier's Proposals"**) for addressing any changes in the risk profile and its proposals for amendments to the BCDR Plan.
- 6.4 Following receipt of the Review Report and the Supplier's Proposals, the Parties shall use reasonable endeavours to agree the Review Report and the Supplier's Proposals. If the Parties are unable to agree on the Review Report and the Supplier's Proposals within twenty (20) Working Days of its submission, then such Disputes shall be resolved in accordance with the Dispute Resolution Procedure.
- 6.5 The Supplier shall as soon as is reasonably practicable after receiving the approval of the Supplier's Proposals effect any change in its practises or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the Supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the risk profile of the Deliverables.

## **7. Testing the BCDR Plan**

- 7.1 The Supplier shall test the BCDR Plan:
  - 7.1.1 regularly and in any event not less than once in every Contract Year;
  - 7.1.2 in the event of any major reconfiguration of the Deliverables
  - 7.1.3 at any time where the Buyer considers it necessary (acting in its sole discretion).
- 7.2 If the Buyer requires an additional test of the BCDR Plan, it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Buyer's requirements and the relevant provisions of the BCDR Plan. The Supplier's costs of the additional test shall be borne by the Buyer unless the BCDR Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 7.3 The Supplier shall undertake and manage testing of the BCDR Plan in full consultation with and under the supervision of the Buyer and shall liaise with the Buyer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Buyer.
- 7.4 The Supplier shall ensure that any use by it or any Subcontractor of "live" data in such testing is first approved by the Buyer. Copies of live test data used in any such testing shall be (if so required by the Buyer) destroyed or returned to the Buyer on completion of the test.
- 7.5 The Supplier shall, within twenty (20) Working Days of the conclusion of each test, provide to the Buyer a report setting out:
  - 7.5.1 the outcome of the test;
  - 7.5.2 any failures in the BCDR Plan (including the BCDR Plan's procedures) revealed by the test; and
  - 7.5.3 the Supplier's proposals for remedying any such failures.

7.6 Following each test, the Supplier shall take all measures requested by the Buyer to remedy any failures in the BCDR Plan and such remedial activity and re-testing shall be completed by the Supplier, at its own cost, by the date reasonably required by the Buyer.

## 8. Invoking the BCDR Plan

8.1 In the event of a complete loss of service or in the event of a Disaster, the Supplier shall immediately invoke the BCDR Plan (and shall inform the Buyer promptly of such invocation). In all other instances the Supplier shall invoke or test the BCDR Plan only with the prior consent of the Buyer.

## 9. Circumstances beyond your control

The Supplier shall not be entitled to relief under Clause 20 (Circumstances beyond your control) if it would not have been impacted by the Force Majeure Event had it not failed.

# Call-Off Schedule 9 (Security)

## Part A: Short Form Security Requirements

### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

<b>"Breach of Security"</b>	<p>1 the occurrence of:</p> <p>a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>2 in either case as more particularly set out in the Security Policy where the Buyer has required compliance therewith in accordance with paragraph 2.2;</p>
<b>"Security Management Plan"</b>	<p>3 the Supplier's security management plan prepared pursuant to this Schedule, a draft of which has</p>

	been provided by the Supplier to the Buyer and has been updated from time to time.
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## **2. Complying with security requirements and updates to them**

- 2.1** The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), CCS shall have the right to enforce the Buyer's rights under this Schedule.
- 2.2** The Supplier shall comply with the requirements in this Schedule in respect of the Security Management Plan. Where specified by a Buyer that has undertaken a Further Competition it shall also comply with the Security Policy and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.
- 2.3** Where the Security Policy applies the Buyer shall notify the Supplier of any changes or proposed changes to the Security Policy.
- 2.4** If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Deliverables, it may propose a Variation to the Buyer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Charges shall be subject to the Variation Procedure.
- 2.5** Until and/or unless a change to the Charges is agreed by the Buyer pursuant to the Variation Procedure the Supplier shall continue to provide the Deliverables in accordance with its existing obligations.

## **3. Security Standards**

- 3.1** The Supplier acknowledges that the Buyer places great emphasis on the reliability of the performance of the Deliverables, confidentiality, integrity and availability of information and consequently on security.
- 3.2** The Supplier shall be responsible for the effective performance of its security obligations and shall at all times provide a level of security which:
  - 3.2.1 is in accordance with the Law and this Contract;
  - 3.2.2 as a minimum demonstrates Good Industry Practice;
  - 3.2.3 meets any specific security threats of immediate relevance to the Deliverables and/or the Government Data; and
  - 3.2.4 where specified by the Buyer in accordance with paragraph 2.2 complies with the Security Policy and the ICT Policy.
- 3.3** The references to standards, guidance and policies contained or set out in Paragraph 3.2 shall be deemed to be references to such items as developed and updated and to any successor to or replacement for such standards, guidance and policies, as notified to the Supplier from time to time.
- 3.4** In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Supplier should notify the Buyer's Representative of such inconsistency immediately upon becoming aware of the same, and the

Buyer's Representative shall, as soon as practicable, advise the Supplier which provision the Supplier shall be required to comply with.

## **4. Security Management Plan**

### **4.1 Introduction**

- 4.1.1 The Supplier shall develop and maintain a Security Management Plan in accordance with this Schedule. The Supplier shall thereafter comply with its obligations set out in the Security Management Plan.

### **4.2 Content of the Security Management Plan**

- 4.2.1 The Security Management Plan shall:

- a) comply with the principles of security set out in Paragraph 3 and any other provisions of this Contract relevant to security;
- b) identify the necessary delegated organisational roles for those responsible for ensuring it is complied with by the Supplier;
- c) detail the process for managing any security risks from Subcontractors and third parties authorised by the Buyer with access to the Deliverables, processes associated with the provision of the Deliverables, the Buyer Premises, the Sites and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) and any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- d) be developed to protect all aspects of the Deliverables and all processes associated with the provision of the Deliverables, including the Buyer Premises, the Sites, and any ICT, Information and data (including the Buyer's Confidential Information and the Government Data) to the extent used by the Buyer or the Supplier in connection with this Contract or in connection with any system that could directly or indirectly have an impact on that Information, data and/or the Deliverables;
- e) set out the security measures to be implemented and maintained by the Supplier in relation to all aspects of the Deliverables and all processes associated with the provision of the Goods and/or Services and shall at all times comply with and specify security measures and procedures which are sufficient to ensure that the Deliverables comply with the provisions of this Contract;
- f) set out the plans for transitioning all security arrangements and responsibilities for the Supplier to meet the full obligations of the security requirements set out in this Contract and, where necessary in accordance with paragraph 2.2 the Security Policy; and
- g) be written in plain English in language which is readily comprehensible to the staff of the Supplier and the Buyer engaged in the provision of the Deliverables and shall only



reference documents which are in the possession of the Parties or whose location is otherwise specified in this Schedule.

#### **4.3 Development of the Security Management Plan**

- 4.3.1 Within twenty (20) Working Days after the Start Date and in accordance with Paragraph 4.4, the Supplier shall prepare and deliver to the Buyer for Approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan.
- 4.3.2 If the Security Management Plan submitted to the Buyer in accordance with Paragraph 4.3.1, or any subsequent revision to it in accordance with Paragraph 4.4, is Approved it will be adopted immediately and will replace the previous version of the Security Management Plan and thereafter operated and maintained in accordance with this Schedule. If the Security Management Plan is not Approved, the Supplier shall amend it within ten (10) Working Days of a notice of non-approval from the Buyer and re-submit to the Buyer for Approval. The Parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (15) Working Days from the date of its first submission to the Buyer. If the Buyer does not approve the Security Management Plan following its resubmission, the matter will be resolved in accordance with the Dispute Resolution Procedure.
- 4.3.3 The Buyer shall not unreasonably withhold or delay its decision to Approve or not the Security Management Plan pursuant to Paragraph 4.3.2. However, a refusal by the Buyer to Approve the Security Management Plan on the grounds that it does not comply with the requirements set out in Paragraph 4.2 shall be deemed to be reasonable.
- 4.3.4 Approval by the Buyer of the Security Management Plan pursuant to Paragraph 4.3.2 or of any change to the Security Management Plan in accordance with Paragraph 4.4 shall not relieve the Supplier of its obligations under this Schedule.

#### **4.4 Amendment of the Security Management Plan**

- 4.4.1 The Security Management Plan shall be fully reviewed and updated by the Supplier at least annually to reflect:
  - a) emerging changes in Good Industry Practice;
  - b) any change or proposed change to the Deliverables and/or associated processes;
  - c) where necessary in accordance with paragraph 2.2, any change to the Security Policy;
  - d) any new perceived or changed security threats; and
  - e) any reasonable change in requirements requested by the Buyer.
- 4.4.2 The Supplier shall provide the Buyer with the results of such reviews as soon as reasonably practicable after their completion and

amendment of the Security Management Plan at no additional cost to the Buyer. The results of the review shall include, without limitation:

- a) suggested improvements to the effectiveness of the Security Management Plan;
- b) updates to the risk assessments; and
- c) suggested improvements in measuring the effectiveness of controls.

4.4.3 Subject to Paragraph 4.4.4, any change or amendment which the Supplier proposes to make to the Security Management Plan (as a result of a review carried out in accordance with Paragraph 4.4.1, a request by the Buyer or otherwise) shall be subject to the Variation Procedure.

4.4.4 The Buyer may, acting reasonably, Approve and require changes or amendments to the Security Management Plan to be implemented on timescales faster than set out in the Variation Procedure but, without prejudice to their effectiveness, all such changes and amendments shall thereafter be subject to the Variation Procedure for the purposes of formalising and documenting the relevant change or amendment.

## **5. Security breach**

**5.1** Either Party shall notify the other in accordance with the agreed security incident management process (as detailed in the Security Management Plan) upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

**5.2** Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in Paragraph 5.1, the Supplier shall:

5.2.1 immediately take all reasonable steps (which shall include any action or changes reasonably required by the Buyer) necessary to:

- a) minimise the extent of actual or potential harm caused by any Breach of Security;
- b) remedy such Breach of Security to the extent possible and protect the integrity of the Buyer and the provision of the Goods and/or Services to the extent within its control against any such Breach of Security or attempted Breach of Security;
- c) prevent an equivalent breach in the future exploiting the same cause failure; and
- d) as soon as reasonably practicable provide to the Buyer, where the Buyer so requests, full details (using the reporting mechanism defined by the Security Management Plan) of the Breach of Security or attempted Breach of Security, including a cause analysis where required by the Buyer.

- 5.3** In the event that any action is taken in response to a Breach of Security or potential or attempted Breach of Security that demonstrates non-compliance of the Security Management Plan with the Security Policy (where relevant in accordance with paragraph 2.2) or the requirements of this Schedule, then any required change to the Security Management Plan shall be at no cost to the Buyer.

## **Call-Off Schedule 20 (Call-Off Specification)**

**This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract**

### **Document 2**

## **SPECIFICATION TEMPLATE: GENERAL GOODS OR SERVICES**

### **Invitation to Tender (ITT)**

<b>Name of Contracting Authority</b>	<b>NHS England</b>
<b>Tender for</b>	<b>Commercial Efficiency Programme - Commercial Design Partner</b>
<b>Contract reference</b>	C211131
<b>Return Deadline</b>	12pm 06/10/2023

#### **1. Introduction**

The NHS is one of the biggest commercial organisations in the country, buying on behalf of the fifth biggest employer in the world. Clinicians rely on NHS commercial teams to buy the goods and services they need, making them critical to the delivery of patient care.

NHS commercial teams consist of commercial and procurement professionals at national, regional, and local levels across England, enabling the NHS to deliver value for every pound spent whilst ensuring frontline staff get the right products and services in the right place, at the right time.

Commercial activity covers all supplier-related activity, including procurement of products and services and income generation, and plays a leading role in ensuring the financial stability of the NHS. The scale of NHS commercial activity is significant, with around £30 billion spent across approximately 80,000 suppliers.

There is currently no centrally driven NHS commercial strategy that binds the NHS commercial community, drives collaboration across commercial teams, leverages NHS collective buying power or provides a clear, consistent guideline on how to contract with the NHS. This has resulted in unwarranted variation in commercial arrangements with suppliers and missed opportunities to drive additional value and leverage scale.

Engagement with commercial and frontline delivery teams across the NHS and suppliers has identified the requirement for a Central Commercial Function to provide greater oversight and guidance, and more clearly defined services to support NHS commercial activities through a unified commercial community.

The Central Commercial Function (CCF) is a team of commercial experts within the NHS England Commercial Directorate that delivers seven services for the wider NHS commercial community.

1. Commercial best practice
2. People and community
3. Governance, assurance, and process
4. Technology and data
5. Commercial strategies
6. Sustainability and innovation
7. Sourcing and management

## **2. Background**

The NHS has significant commercial power that is not always utilised to its maximum potential. We have reviewed commercial spend and processes to identify efficiencies, both cost saving and commercial income. Supported by the NHS E board and Ministers we have launched a Commercial Efficiency & Optimisation Programme to deliver savings between £900m-£1.1b pa. In the pilot phase we have identified and commenced delivery of £200m pa benefits across to workstreams alone (Energy buying and framework consolidation).

The programme workstreams requiring external support are as follows:

- The Framework Consolidation workstream will reshape the market simplifying routes to market, increasing competition, leverage economies of scale and increase commercial efficiency. We will do this through a set of framework and framework host standards that we will accredit against
- The National Category Accelerator programme will review categories that present the best opportunity for efficiency if there was great centralisation of spend in the category. This might include a national contract or national pricing.
- The Strategic Supplier workstream will challenge suppliers to identify where they can supply more efficiently into the NHS and invest back into the NHS.

The programme has drawn extensively on NHS England and system commercial expertise as well as support from the Cabinet Office and CSU to deliver pilot of the programme, alongside dedicated specialist commercial support. It is crucial for the success of the programme that can continue to draw on specialist commercial expertise to deliver the programme benefits.

## **3. Scope of the Contract**

The programme workstreams requiring external support are as follows:

- The Framework Consolidation workstream will reshape the market simplifying routes to market, increasing competition, leverage economies of scale and

increase commercial efficiency. We will do this through a set of framework and framework host standards that we will accredit against.

- The National Category Accelerator programme will review categories that present the best opportunity for efficiency if there was great centralisation of spend in the category. This might include a national contract or national pricing.
- The Strategic Supplier workstream will challenge suppliers to identify where they can supply more efficiently into the NHS and invest back into the NHS.
- This is a priority as we are seeking to deliver major efficiencies of up to £1.1bn from this programme.

### **Framework consolidation**

The NHS currently transacts ~£25bn through over 1200 frameworks. Framework providers need to be hosted by public sector bodies and are incentivised through a percentage they receive based on the amount of service transacted through them – rather than the value or suitability of the product. Buyers are unclear about which routes to use to get the best deal. Competition among suppliers is reduced, and commercial time is wasted creating and maintaining multiple frameworks. Over time, NHS providers have started to host “framework providers” rather than host the frameworks themselves – creating a marketplace for them. This programme has an estimated annual benefit of £100m. The key objective of the workstream is to consolidate frameworks providing clear routes to market for NHS buyers. Without approval this work will not proceed and perpetuate the material inefficiency in the system.

### **Strategic suppliers**

Our strategic suppliers are crucial to how the NHS delivers but we have not managed them or their contracts as well as we might resulting in price inconsistency and in some cases contractual under performance. The objective of the strategic supplier workstream is to hold collaborative discussions with NHS’ strategic suppliers to identify savings and efficiencies within existing contracts. This does not include energy providers which are covered in a different workstream. This programme has an estimated benefit of £90-150m. Without approval this work will not proceed.

### **National accelerator**

Due to the fragmented approach of the NHS commercial landscape category-wide cross-NHS commercial strategies are not in place. Consequentially category spend is not located where it will drive best value and economies of scale are not leveraged. Energy buying is a prime example of a category where there is limited value is local buying and national buying could deliver significant benefits. This programme has an estimated benefit of £250m. The workstream objective is to deliver the £100m/pa benefit from centralising energy buying and setup the approach to reviewing which further categories would benefit from national buying or national deals. Without approval this work will not proceed.

## **4. Detailed Requirements**

Deliverables set out below by workstream. Timeline for each is the end of March 2024.



## **Framework consolidation**

- Delivery of savings through the frameworks work stream, providing standards for frameworks and their hosts to comply when NHS spend is directed through them.
- Work framework by framework to develop category strategies and incentivise them based on value, accrediting only the frameworks that deliver best economic value.
- Collaborating with colleagues to design and implement the future operationalisation of the framework management team.

## **Strategic suppliers**

- Prioritised supplier and category list for next six months
- Production of supplier negotiation briefing packs
- Strategic supplier negotiation process developed and finalised.
- Approved NHS SSRM approach and embedded into CCF.
- Approved Trust and System savings reporting/benefits realisation process resulting from supplier negotiations.
- Delivery of 23/24 12m anticipated savings.

## **National accelerator**

- Identify top five categories with associated roadmaps developed and refined for a shift to a more national approach.
- Undertake three sprints for three of the five categories.
- Move established energy sprint recommendations into delivery phase and track savings.
- Deliver Process map for end to end approach, incorporating decision trees.
- Delivery of individual sprint savings achieved, and lessons learned.

## **Programme leadership**

Expert commercial leadership to input to the strategy of the overall programme with the CCO and be responsible for the quality of outputs. Ensure the delivery of the programme's milestones and deliverables, with key success factor being delivery of anticipated savings targets. Transformation of commercial activity within the system, consolidating buying power, incentivising collaboration, production of savings opportunity packs, and achieving greater value for money

To achieve the vision of the Commercial Efficiency & Optimisation Programme, there is a need for highly complex procurement solutions, specialist technical and commercial capabilities, transformation expertise and solutions that draw on cross-government and private sector approaches. A commissioning support unit and consultancy partner have delivered these services. We are now seeking a medium-term solution while the Commercial Delivery Partner is put in place.

Reporting will be provided by the Commercial Efficiency Programme leadership team and the Commercial Directorate leadership.

The supplier will provide a monthly contract report which details spend to date, forecast

etc. NHS England Commercial Efficiency & Optimisation Programme SRO and Programme Director will review this. Contract meetings will be held to confirm start work packages, ramp-down of Consultancy resource as NHS England resource becomes available as well as any contract deviation. In addition, the Consultancy will provide a fortnightly status report outlining key deliverables.

Benefits monitoring is delivered by an independent PMO, provided by a CSU. The benefits in question will be direct financial savings.

Governance will be provided by the existing PMO within the Commercial Efficiency Programme. This reports into the Commercial Portfolio Board, chaired by the CCO. The programme will also report to Efficiency Programme Board and the Executive Productivity and Efficiency Group. These groups will oversee the delivery of the programme and the performance of the supplier.

## **5. Service Levels and Key Performance Indicators (KPIs)**

### **Framework consolidation**

- Provide standards for frameworks and their hosts to comply when NHS spend is directed through them.
- Work framework by framework to develop category strategies and incentivise them based on value.

### **Strategic suppliers**

- NHS SSRM strategy/approach embedded into the CCF.
- Ten supplier negotiations conducted by end of March 2024
- Anticipated savings of £12m delivered by March 2024

### **National accelerator**

- five categories identified with completed roadmap for achieving savings.
- Three sprints undertaken by end of March 2024
- Process map for end to end approach, incorporating decision trees.
- Delivery of individual sprint savings achieved, and lessons learned.

## **6. Contract Management and Review**

This will be provided by the Commercial Efficiency Programme leadership team and the Commercial Directorate leadership.

The supplier will provide a monthly contract report which details spend to date, forecast etc. NHS England Commercial Efficiency Programme SRO and Programme Director will review this. Contract meetings will be held to confirm start work packages, ramp-down of Consultancy resource as NHS England resource becomes available as well as any contract deviation. In addition, the Consultancy will provide a fortnightly status report outlining key deliverables.

## **7. Sustainability**

This work is to deliver the first delivery phase of a new programme and long term resourcing impacts are not yet known but ideally would include by workstream:

Framework consolidation: the CCF team will be upskilled in ongoing framework monitoring; and a guide will be created for all system commercial staff on using the new approach to buying through frameworks.

Strategic suppliers: the SSRM team in the Commercial Directorate will be trained on the negotiation approach and how the negotiations were prepared for and delivered; and once negotiations have been completed the management of strategic suppliers will transfer to the SSRM team in the Commercial Directorate for ongoing management.

National accelerator: completed category sprints will be transferred to the national procurement team for ongoing management.

## **8. Contract Period**

The activities need to be delivered through Q3 and Q4 of FY23/24. 2.15.1 The Authority proposes to enter into a Contract for a period of 6 months with the successful Tenderer(s). Following the initial term, the contract can be extended by no more than 1 month total.

This is a £0 value committed contract with a maximum spend cap of £2.6 million Exc VAT.

## **Clarification Log**

<b>Question number</b>	<b>Clarification Question</b>	<b>Response to Clarification Question</b>
1	May we ask if there is an incumbent for this work, and if so who this is?	The programme pilot was supported by a CSU, who have subcontracted a consultancy partner and other cross-government organisations. We have extensions in place to support handover. The procurement will be evaluated independently to understand the capacity of any supplier to deliver this service.
2	Is there any flexibility of the deadline of 6th October for tender submission as this is very tight.	We are keen to maintain momentum for the programme and want to ensure there is no gap in support from our partners. We are unable to extend the submission date.
3	Would providing these services exclude us from bidding for future work with NHSE or working with/for other suppliers?	No, you would not be restricted from other work, however, we would need to maintain good governance and 'ethical walls' to manage any conflicts of interest.
4	Do categories currently have strategies in place?	There is a mixture of category strategies but we will be looking to update these over the course of the programme.

5	Do you have any prioritised categories you would prefer focus on? If so, please advise which goods / services these represent	The pilot phase has identified prioritised categories for each workstream (frameworks, strategic suppliers, national accelerators), however this tender will require the supplier to identify further categories with the programme.
6	Has budget been secured for this tender? (we ask given the £0 value committed comment)	Yes, there is a programme budget secured for the rest of the 2023/24 financial year. Future years will be subject to progress and benefits realised.
7	The KPIs / SLAs proposed- are these for the proposed suppliers or an internal measurement?	They are KPIS for the proposed supplier.
13	Can you provide an overview statement on whether you are looking for the successful supplier to primarily provide suitably skilled commercial resource to help you deliver the efficiency programme (as led by you), versus taking the lead on delivering the programme (alongside you)?	We are looking for skilled commercial resource with subject matter expertise that will lead the workstreams under NHS England's programme leadership.
14	In Qu 1.1 you ask how suppliers will adapt their approach to meet changing requirements; to help us answer this question, are there key ways in which you anticipate your requirements changing? Do you anticipate such changes to be substantial enough to warrant change variations?	The programme is built on a number of assumptions and NHS England itself is going through organisational change. Therefore, this may impact the priorities of the programme.
15	Qu 1.1 can you explain what you mean by an integrated approach? Do you mean integrated between different stakeholder groups (NHS E, CSU etc) and/or different workstreams (framework consolidation, strategic suppliers, national accelerator etc)	Both. Learning from workstreams should be shared across the programme and the substantive Central Commercial Function teams.
16	Qu 1.2 can you explain what you mean by asking whether the supplier's organisational development will be informed by learning gained from delivery of services? Do you mean evidence that our approach means we can/will flex the make up of the team dependent on how delivery evolves?	Yes, you should evidence how will you use learning to potentially flex the support needed for the programme.

17	<p>Qu 3.1 can we clarify where you are asking how much of the service can be digitised, given the context of reducing emissions, are you asking about whether this can be delivered remotely / without travel by the delivery team?</p>	<p>This is driven by the NHS commitment to achieving a Net Zero supply chain by 2045. Please describe how you will support this objective by reducing emissions through the delivery of this contract through the digitisation of the service. The resources below provide some further guidance to consider as part of your response:</p> <p>Procurement Policy Note 06/20 – <a href="https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts">https://www.gov.uk/government/publications/procurement-policy-note-0620-taking-account-of-social-value-in-the-award-of-central-government-contracts</a></p> <p>Applying net zero and social value in the procurement of NHS goods and services - <a href="https://www.england.nhs.uk/greenernhs/wp-content/uploads/sites/51/2022/03/B1030-applying-net-zero-and-social-value-nhs-goods-and-services.pdf">https://www.england.nhs.uk/greenernhs/wp-content/uploads/sites/51/2022/03/B1030-applying-net-zero-and-social-value-nhs-goods-and-services.pdf</a></p> <p>A generic guide to what good looks like is provided in the "Additional Info" Tab.</p>
18	<p>At 4.5.2 of document 1 you explain there will be greater emphasis on “those grades we intend to utilise more to execute the work” which could be interpreted as NHS E seeking to play a directive role with regards to which team members are used and how often. Is your expectation that you will play a directing role and/or that it will be down to the supplier team to decide team mix / who will deliver the work?</p>	<p>NHS England will need to give approval for any changes in level of support throughout the programme.</p>
19	<p>Re: document 2: You state there has already been a pilot phase during which you have drawn on wide range of commercial expertise. Can you confirm whether there is an incumbent external supplier you worked with to deliver this pilot, and if so who that was?</p>	<p>The programme pilot was supported by a CSU, who have subcontracted a consultancy partner and other cross-government organisations. We have extensions in place to support handover. The procurement will be evaluated independently to understand the capacity of any supplier to deliver this service.</p>
20	<p>Re: document 2: Against each of the programme workstreams identified - to what extent are you looking for an external supplier to provide resource to carry out work against a plan you already have in place and will lead; versus looking to the supplier to lead on any/all of the workstreams?</p>	<p>We are looking for the supplier to achieve our set objectives and milestones. If this requires changing the critical path and/or other project plans, this is acceptable.</p>



21	Re: the National Category Accelerator programme, are there any categories that you have already identified (long or short list), so that we can align proposed team members with the right category expertise?	The categories included will be those that present the maximum opportunity for efficiency, if procurement and spend was centralised at a national level. Initial categories identified include energy, CHC, managed IV diagnostics, 111 call centre and digital (software licences)
22	Can you give any more information or examples of the established energy sprint recommendations so that we can align our expertise to the activity required? And/or to help inform our approach for undertaking the three required sprints by end March?	The energy sprint is underway and looks at support NHS organisations to get better value through current frameworks and working with providers to achieve a better bulk purchase price.
23	Re: your strategic suppliers, can you give any indication of how many suppliers this would be, and/or can you share a prospective list of suppliers to allow us to conduct independence checks?	We have a top 100 and have prioritised two in the pilot phase. The next phase will work through the next priority suppliers which is based on spend.
24	Re: strategic suppliers, we have established governance methods which have proven successful for managing large efficiency / savings programmes. Is your intention that the supplier work with you to develop this and/or is this something already in place that we will just be expected to report into?	This has been developed in the pilot phase and are happy to iterate if it does not work.
25	Has an approach to measuring savings benefits for the workstreams already been established and if so can you share at a high level e.g. method for estimating savings from cost avoidance vs cost reduction?	We are currently undertaking a review of our savings assessment based on the learning from the pilot phase.
26	Re: the expected ten supplier negotiations, is your expectation that we will help to prepare the NHS E team to conduct the negotiations and/or that you would like the successful supplier to lead on these negotiations?	NHS England will be leading the supplier negotiations. The supplier will play a support role.

27	Having reviewed the information provided in the service levels and KPIs section 5 of document 2, can you confirm there are no monthly KPIs and/or associated penalties for missing them? Should the targets be missed (e.g. the anticipated savings are not realised), is there any penalty for the supplier?	The programme is required to achieve savings to obtain further funding.
28	When/how do you intend to pay the successful supplier? E.g. monthly in arrears based on time and materials; and/or will it in any way be linked to the delivery against scope of the contract (i.e. key milestones)	Payment will be upon receipt of invoices from the supplier.
29	We note the ask to provide a day rate against each grade, which will be evaluated in the commercial response. Have you considered / would you consider any contingent fee pricing model, or are you fixed upon having set day rates which will be charged on a time and materials basis?	Set day rates which will be charged on a time and materials basis due to the flexible nature of the programme.
30	How large a team at NHS England is available / earmarked to work on this programme between now and March 2024?	The programme is mostly delivered by external suppliers but the existing Central Commercial Function team can be utilised for subject matter expertise.
31	How large a team at the CSU is available / earmarked to work on this programme between now and March 2024?	The programme will go through a reset shortly and this will impact on the resourcing requirements so we cannot give a firm answer at this time. But expect at least 6 Wte
32	Do you have an idea of approximate size of team you are expecting to be submitted in response to this requirement?	This is a decision for the supplier but we have utilised a programme team of 10.5 WTE to date.
33	You have indicated that work will be billed for on a time and materials basis. What is the expected governance around this in terms of provision of financial MI?	The supplier will be expected to provide a regular report detailing the resourcing the supplier has committed to the programme. This can be on a weekly or biweekly basis.

34	<p>Section 4.4.1 of Doc 1 states that “Tenderers are required to submit two elements for the Price evaluation (Please see the Commercial Schedule for further details)...4.4.1.1 First is a rate card in line with the MCF 3 rate card with discounted rates provided against each role.” But there is no second element described or included in commercial template, is there a second element or not?</p>	<p>The commercial requirement is to complete the two columns within the spreadsheet. One is your MCF rate card (max rate) and the other is the rate provided for this tender. There are no further commercial elements needed.</p>
35	<p>And as a connected question - 4.5.2 of Doc 1 states in relation to the Commercial score that “The score will be calculated as follows: Weighted Score = Lowest Cost x 20 (section 1 weighting) /Tender Cost” please confirm that, if no second element to the commercial price evaluation exists and as per the figure in the Commercial Spreadsheet, that the highlighted number should read 30 instead of 20?</p>	<p>This is an error and should read 30.</p>
36	<p>Can you please provide further clarification on the following point in question 1.2 (Subject Matter Knowledge) – “Evidence of your approach to the delivery of services which demonstrate that your organisational development will be informed by learning gained from delivery of services.”</p>	<p>This requires you to provide evidence of how you will use your experience to deliver the programme including use of resources.</p>
37	<p>Can you please confirm the page count for the Social Value questions. There are 2 parts to this question – 3.1 and 3.2. A page limit is not stated for 3.1. However a 2 page limit is stated for 3.2. Does this mean that: The total page limit for both 3.1 and 3.2 is 2 pages or The page limit for 3.2 is 2 pages, but the page limit for 3.1 has been omitted in error.</p>	<p>The page limit for 3.1 has been omitted in error. 3.1 (Fighting Climate Change) has a page limit of 1 page. 3.2 (Wellbeing) has a page limit of 2 pages.</p>
38	<p>Are you able to share any outputs from the pilot phase?</p>	<p>There is nothing published to share at this time. We have started to engage with framework hosts regarding the consolidation of frameworks.</p>

39	Are you looking for a supplier to provide suitably skilled resources to work in a multi-supplier team or to provide an entire team to deliver workstream objectives?	This is a multi-agency programme. The supplier will be responsible for delivery of the programme workstreams and we would look for resource that has skills and experience in NHS commercial procurement and efficiencies.
40	Can potential suppliers bid to deliver one of the specified workstreams as opposed to all three?	A supplier needs to bid to cover all 3 workstreams. If they wish to collaborate with other organisations to be able to cover all 3 that will be the decision of the supplier.
41	Where is the primary buyer location for supplier meetings (governance/reporting)?	We are based at Wellington House in Waterloo, London but most of the work will be delivered remotely/virtually through MS Teams.
42	How many strategic suppliers does the NHS expect to be in the scope of the Strategic suppliers action plan across how many categories?	All suppliers are 'in scope' but we have identified a top 100.
43	How many supplier negotiation briefing packs will have to be delivered in the context of the Strategic Suppliers workstream (in order to be able to size resources appropriately)?	There will be a briefing pack per supplier (with different versions for different readers). We plan to complete this with 10 suppliers by end of March 2024.
44	Can you confirm that the Selected Supplier will stay in the background to support the NHS Teams and will not interact directly with NHS Suppliers to deliver the work? If not can you clarify the nature of the expected interactions with third parties/ suppliers?	The negotiation team is to be decided but the successful supplier will not lead, they will be expected to take a supporting role.
45	Can you clarify the current advancement of the existing action plan for the "23/24 12m anticipated savings" and the further specify the requirements for support on this aspect of the work?	We have identified a top 100 list with a number of suppliers prioritised. The support required is confirming the next 10 suppliers (and associated negotiation packs) to negotiate with by the end of March 2024.
46	In the context of the Framework Consolidation workstream what data will be made available to the Selected Supplier on the different frameworks and their execution to run the assessment effectively and efficiently?	Specific access to Atamis will be granted to members of the programme team. This includes contract information where available.
47	Can you confirm our understanding that the review of the different frameworks will be focused on their commercial effectiveness and	NHSE has access to legal advice as part of the programme.

	deployment efficiency and will in particular not cover any assessment of their legal terms.	
48	Could you better specify what the specific requirements from the Selected Supplier are on program leadership, given the different other processes and resources mobilized by the NHS on this (e.g. reporting, PMO).	This is a programme director role and would be expected to be responsible for the quality of outputs and ensure the delivery of the programme's milestones and deliverables, with key success factor being delivery of anticipated savings targets.
49	Qu. 3.2 when you say "contract workforce" please confirm do you mean the workforce of the successful supplier, or is this in relation to a broader group (e.g. NHS staff and/or suppliers)?	This relates to the successful suppliers workforce.
50	Thank you for providing information in relation to the expected governance and programme leadership. Is it possible to let us know who the SRO will be and/or any other senior stakeholders involved to help us tailor our response?	This programme is in the Commercial Directorate which is led by Jacqui Rock, Chief Commercial Officer
51	Could you provide a high level overview of the data analytics carried out so far and/or whether you have an existing tool in place to carry this out?	We are not in a position to share this information yet.
52	Will we have the ability / do you have the appetite to enact the right to audit and carry out contract compliance audits as part of this work?	This would be subject to the programme resourcing and work priorities. It would not be feasible to audit every contract.
53	With regards to Atamis, can you provide an overview of how far this has now been rolled out / coverage across the health family? Has work to date on the efficiency programme been limited to those NHS organisations who are signed up to Atamis and/or is all health spend in scope?	The efficiency programme is covering all health spend, whether those contracts are through Atamis or not. The implementation of Atamis is a helpful system but not the only source of data.
54	In either case above, will we have access to the relevant contracts?	Yes, where available.



55	Broadly speaking, who will benefit from the savings realised? For example are we correct in thinking that the £12m savings target in the strategic supplier workstream is a total amount across different health entities eg Trusts; as opposed to NHS E benefiting from the full £12m saving directly?	The preference would be that benefits realised would go back to who holds the contract/receives the services of the contract but this is currently under review from a legal perspective.
56	Please can you give a high level overview of the baselining exercise you have undertaken on current / projected costs, against which the savings will be realised?	We are currently reviewing our savings assessment based on learning to date and also assumptions taken from previous public service efficiency programmes.
57	In the ITT you state that work has already commenced on energy buying (as part of the national category accelerator programme) and framework consolidation. Please can you give an overview of how much work has been completed across both?	We are not in a position where this can be shared at this time.
58	Would a cover letter be included in the page count for our submission? Have you any expectation in terms of the format beyond the page limit and font size? (E.g. Microsoft Word style or other)	Yes this counts towards the page count. Arial 11 is preferred.
59	Qu 1.2 you ask for "bios" but later on say "including CVs". Appreciate this is a pedantic question(!) but can you please clarify the extent of information required for the proposed team (e.g. short summary bio vs more specific information usually provided in a CV).	Apologies for the inconsistent terminology. Bios are fine. We are looking for a one page summary outlining your planned resources relevant skills and experience.