

Invitation to Tender

for

Managed Service of Technology Assets

National Framework Agreement

Project Ref: F/031/MSTA/20/MH

Tender Process:

Schedule I Open Tender Services	<input checked="" type="checkbox"/>	Schedule I Open Tender Goods	<input type="checkbox"/>
Schedule I Restricted Tender Services	<input type="checkbox"/>	Schedule I Restricted Tender Goods	<input type="checkbox"/>

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1. BACKGROUND TO THIS FRAMEWORK AGREEMENT

The current Secure Managed Service of Technology Assets framework was designed to show increased saving opportunities, improvements to productivity, and reductions in administration costs. The scope of the new framework will broadly be the same including integrated technology products, software solutions and managed services. The secure service ensures that any asset containing sensitive and confidential information complies with the requirements of the law (e.g. on a server, personal computer, printing device or electronic and paper documents), security covers every entry point with multiple layers of protection. The NHS needs security solutions that are simple to deploy, manage and customise, whilst also remaining accessible for employees to use.

At a high-level, the services provided under this framework include:

- Asset security, tracking compliance and monitoring
- Asset optimisation and management tools
- Full security for data and documents
- Document management and storage
- Automated workflow processes from analogue and digital sources

This Framework Agreement opportunity encourages smaller businesses (SME's) to participate. As such the procurement process has been simplified to encourage greater participation. This Framework Agreement will greatly reduce the ongoing administrative burden of repeating multiple procurement processes for the services described within this ITT. This Framework Agreement will therefore support public procurement and private enterprise through its efficiency.

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates appointing the highest scoring Bidder (which has met the minimum requirements which are set out in these ITT documents) to supply the services detailed within the specification at SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION.

2. BACKGROUND TO THE COUNTESS OF CHESTER HOSPITAL NHS FOUNDATION TRUST COMMERCIAL PROCUREMENT SERVICE.

The Countess of Chester Hospital NHS Foundation Trust (the Trust) is comprised of a 600 bed acute general hospital located on the outskirts of the City of Chester, an 86 bed community based hospital located in Ellesmere Port, a number of West Cheshire community based health clinics and a shared service Microbiology Laboratory in Wirral.

The Trust also hosts a Commercial Procurement Service which not only undertakes its own commercial activity but seeks to act to the wider public sector to promote and develop innovative businesses and ideas. Further information can be obtained from the website www.coch-cps.co.uk

The Countess of Chester Hospital NHS Foundation Trust as the Framework Manager will administer the framework agreement, provide guidance to Participating Authorities and issue draft contracts for consideration between Participating Authorities and the successful supplier. In the first instance of any dispute the Framework Manager will offer first line mediation.

3. BACKGROUND TO THE PUBLIC SECTOR AND NHS

The Countess of Chester Hospital's Commercial Procurement Service wishes to establish a Framework Agreement for use by all UK public sector bodies (and any future successors to these organisations):

1. Any of the following Customers, and any of their successors:
 - a) Ministerial government departments;
 - b) Non ministerial government departments;
 - c) Executive agencies of government;
 - d) Non-Departmental Public Bodies (NDPBs), including advisory NDPBs, executive NDPBs, and tribunal NDPBs;
 - e) Assembly Sponsored Public Bodies (ASPBs);
 - f) Police forces;
 - g) Fire and rescue services;
 - h) Ambulance services;
 - i) Maritime and coastguard agency services;
 - j) NHS bodies;
 - k) Educational bodies or establishments including state schools (nursery schools, primary schools, middle or high schools, secondary schools, special schools), academies, colleges, Pupil Referral Unit (PRU), further education colleges and universities;
 - l) Hospices;
 - m) National Parks;
 - n) Housing associations, including registered social landlords;
 - o) Third sector and charities;
 - p) Citizens advice bodies;
 - q) Councils, including county councils, district councils, county borough councils, community councils, London borough councils, unitary councils, metropolitan councils, parish councils;
 - r) Public corporations;
 - s) Public financial bodies or institutions;
 - t) Public pension funds;
 - u) Central banks; and
 - v) Civil service bodies, including public sector buying organisations.
2. Those listed and maintained by the Government on their website at <https://www.gov.uk/government/organisations> or any replacement or updated web-link.
3. Those listed and maintained by the Office of National Statistics (ONS) at: <https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide> or any replacement or updated web-link.
4. Those bodies in England, Wales, Scotland or Northern Ireland which are within the scope of the definition of "Contracting Authority" in regulation 2(1) of the Public Contracts Regulations 2015 (PCR) and/or Schedule 1.
5. Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character, and
 - (i) financed wholly or mainly by another contracting authority listed in this document;
 - (ii) subject to management supervision by another contracting authority listed above in this document; or
 - (iii) more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by

- another contracting authority listed above in this document;
 - (iv) an association of or formed by one or more of the Contracting Authorities listed above in this document.
- 6. The voluntary sector, charities and/or other entities and private organisations and which are not UK public sector bodies may also use the Framework Contracts if the Authority is satisfied that:
 - (i) such entity is calling-off services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Contracts on their own account.
 - (ii) such entity is acting as a managing agent or procuring on behalf of the public sector delivering services of a public nature.

For the avoidance of doubt, any successor bodies of any of the above entities shall be entitled to place Orders and shall be deemed Participating Authorities for the purposes of this Framework Agreement.

4. HOW THE FRAMEWORK WILL OPERATE

This Framework Agreement will be a single supplier Framework Agreement and as such no further competition will be required once awarded. Participating Authorities wishing to call-off from the Framework Agreement may engage directly with the successful Supplier and finalise their requirements based on local factors. The Framework Agreement will run for a four year term; however call-off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement term.

The following outlines a high level process of how parties will engage each other:

1. The successful Supplier canvasses potential Client Organisations to generate interest.
2. Interested Client Organisations will be directed to information about this Framework Agreement.
3. Client Organisations can then liaise directly with the Framework Manager to satisfy themselves that the Framework Agreement meets their need.
4. The Framework Manager will issue the Client Organisations with a briefing pack and a copy of the Framework Agreement.
5. The Client Organisations award a call-off contract. At this point, the Client Organisation will be referred to as a Participating Authority. Please see section 12 below for details of the process that Client Organisations will follow to award a call off contract.
6. The Framework Manager will issue the Participating Authority with a unique reference number which the Participating Authority can use to call-off the services under this Framework Agreement. Participating Authorities attempting to engage the successful Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance.
7. The Participating Authority may use the model contract templates as developed within this Framework Agreement.
8. The Supplier shall provide the Framework Manager with timely, accurate and complete MI Reports each Month on the Reporting Date using the MI Reporting Template. The MI Reporting Template is embedded within SCHEDULE B - TEMPLATE FRAMEWORK AGREEMENT and provided as a separate attachment to this ITT for information.

9. The Framework Manager will monitor expenditure through the successful Supplier's management reports. Management fees as detailed within this ITT will be invoiced based on this information at the rate and frequency stated.
10. Quarterly reviews will be held between the Supplier and the Framework Manager. The Supplier will be expected to submit quarterly framework updates to the Framework Manager in advance of these meetings/calls. As part of these, the Supplier will provide updates on their organisation, sales, marketing, and highlight any issues affecting sales under the Framework Agreement.

5. HOW THIS INVITATION TO TENDER PROCESS WILL WORK.

Open Procedure

Following the closing date for the receipt of Tenders, bids will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being immediately rejected. If all prerequisites are satisfied, your bid will be assessed using the award criteria laid out in this Invitation to Tender. Following the conclusion of the evaluation, you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid, along with narrative as to how the scores were applied and the characteristics and relative advantages of the winning bid. A minimum 10 calendar day standstill period will follow prior to concluding the Framework Agreement which will be formed upon the exchange and signing of Framework Agreement documents. Where a single Tender is received, no standstill period will be required. Following the signing of the Framework Agreement documents an Award notice will be published in the Official Journal of the European Union and on the UK Government's Contracts Finder website.

6. TIMETABLE

Bidders should note that the dates listed below are indicative only and The Countess of Chester Hospital Commercial Procurement Services reserves the right to vary this timetable at its absolute discretion.

Description	Date/Period
OJEU advertisement sent for publication	18 th May 2020
Last date and time for the submission of Clarification Questions	19 th June 2020 at 1400 BST
Invitation To Tender closing date and time.	26 th June 2020 at 1400 BST
Opening of Tenders and commencement of evaluation process.	29 th June 2020
End of evaluation process and notification of intent to award. Standstill period begins.	August 2020
Framework Agreement conclusion.	August 2020
Framework Agreement launch date.	1 September 2020

7. INVITATION TO TENDER

7.1 Bidders/Tenderers

In this ITT the terms “Bidder” and “Tenderer” are used interchangeably to indicate an organisation that is participating in this tender process. The term “Supplier” refers to a successful Bidder following the Framework Agreement award.

The terms Bid and Tender are similarly used interchangeably.

7.2 Contracting Authorities

The Countess of Chester Hospital NHS Foundation Trust, hereafter referred to as the "Framework Manager", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the list of Appendices to this Invitation to tender.

In this ITT the terms “Participating Authority”, “Client Organisation” and “Customer” are used interchangeably to indicate an organisation that may utilise this Framework Agreement.

7.3 Acceptance of bids

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately. The Framework Manager reserves the right to award the Framework Agreement for the supply of the services described within and arising out of this procurement process to more than one Supplier. The Framework Manager reserves the right to make no award of the Framework Agreement.

Bidders are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

8. COMMUNICATION

8.1 Clarification Questions from Bidders

Any questions which the Bidder wishes to raise in relation to this Invitation To Tender should be made via the e-sourcing portal messaging system. Questions provided in other formats will not be considered or answered.

The last date and time for the submission of Clarification Questions is 19th June 2020 at 1400 BST.

The Framework Manager is under no obligation to respond to any question received after this time and date. However, the Framework Manager reserves the right to respond to any questions received after this deadline at its absolute discretion.

Should a Bidder be in any doubt as to the interpretation of any or all parts of the ITT document, have commercial queries or technical/clinical queries prior to the submission of Tenders, these should also be directed via submission of written questions through the e-sourcing portal. The Framework Manager will refer the query to the relevant person for resolution, and will communicate the decision to the Bidder in writing via the e-sourcing portal.

Clarification questions received by any other method may constitute canvassing as defined in this ITT. Organisations participating in a bid submission are therefore strongly advised to ensure that any communication with the Countess of Chester Hospital NHS Foundation Trust and/or its employees about or related to this procurement process is submitted through the e-sourcing portal only, as failure to do so may result in their bid submission being disqualified.

Bidders are reminded that their questions, and the Framework Manager's responses, will normally be circulated to all Bidders in an anonymised form, in order to treat all Bidders fairly. This may be provided in digest form, periodically updated and uploaded to the e-sourcing portal for all Bidders to view who have registered for the procurement. Provision will be made for Bidders to request clarification in confidence but in responding to such requests the Framework Manager will reserve the right to act in what it considers a fair manner and in the best interests of the procurement, which may include uploading to the e-sourcing portal and/or circulating the response to all Bidders.

8.2 Clarification Questions from Framework Manager

The Framework Manager reserves the right to require Bidders to clarify their bid submissions. Any such request will be made via the e-sourcing portal to the Bidder's nominated representative. The Framework Manager will retain a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any Bidder in relation to any aspect of the bid submission.

It is likely that any response to a clarification question will be required within two working days of request. Failure to respond adequately or in a timely manner to clarification questions may result in a potential Bidder not being considered further in the procurement.

The Framework Manager may contact (or may require the Bidder to contact on its behalf) any of the customers, subcontractors or consortium members to whom information relates in a response or bid, to ask that they testify that information supplied is accurate and true.

The Framework Manager reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

The Framework Manager reserves the right to conduct site visits and/or audits at any time during this procurement process.

9. RETURN OF BIDS

Bidders must return bids via the web site www.nhssourcing.co.uk; hard copies will not be accepted. It is the sole responsibility of the Bidder to ensure their offer is received on time. Tenders received after the due date cannot normally be accepted

The Framework Manager intends to award the Framework Agreement to the Bidder who submits the most economically advantageous tender as determined by applying the evaluation criteria set out in this ITT. However, the Framework Manager reserves the right not to award all or any of the Framework Agreement to the most economically advantageous bid or to any bidder. The Framework Manager also reserves the right to award the Framework Agreement to more than one bidder.

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part.

9.1 The closing date for the return of Tenders is 26th June 2020 at 1400 BST

Failure to return a completed tender by the closing date specified will entitle The Framework Manager to disqualify the relevant Bidder from participating in this procurement.

Those Bidders deciding not to tender should use the “Decline to Respond” function on the Trust e-procurement portal, and provide a reason for this decision.

10. FRAMEWORK AWARD PROCESS AND EVALUATION CRITERIA

The Framework Agreement will be awarded on the basis of the most economically advantageous tender, which will be evaluated on the following criteria:

Criterion	Weighting %
Prerequisites	PASS/FAIL
Technical – Assets and asset management	10%
Technical – Security	10%
Technical – Printing	10%
Technical – Documents	5%
Technical – Support	10%
Technical – Storage and distribution	5%
Technical – Configuration	5%
Technical – Consultancy	5%
Technical – Strategy – technical response to the illustrative scenarios	20%
Commercial - total annual cost to serve the illustrative scenarios	20%
Total	100%

The evaluation will follow the four step process described below.

10.1 STEP 1: PREREQUISITES

10.1.1 Bidders must submit a compliant completed bid and must meet all the requirements of SCHEDULE C - Prerequisites. Bids that are not compliant or incomplete may be rejected.

10.1.2 Assessment of Economic and Financial Standing

The Framework Manager will not undertake an evaluation of the Bidder’s economic and financial standing. Contracting authorities that intend to call off contracts under the framework agreement are expected to carry out their own assessment of the Supplier’s economic and financial standing prior to Contract award.

10.1.3 Assessment of Technical and Professional Ability

We want to make sure that you have experience of performing the type of services covered by this Framework Agreement. This section lets you tell us about up to 3 contracts that you have run. Customers who want to call off contracts from the Framework Agreement may want to check these references for themselves.

Suppliers must be able to demonstrate experience of implementing the entirety of this specification. At least one example in Section 6.1 of SCHEDULE C - PREREQUISITES must be a contract that includes all of the modular elements described in SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION. The description of the contract must include specific financial, operational and clinical benefits that have been delivered. The Framework Manager will require supporting documents from Bidders to be submitted with Tenders, as permitted under Regulation 59 (8) of the Public Contracts Regulations 2015

Bidders that are unable to demonstrate at least one example of a contract that includes all of the modular elements described in SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION will be treated as ineligible for the Framework Agreement, their Tender will not be evaluated further and the Bidder will be informed of their rejection at this stage.

If we then determine that the level of experience is acceptable, then you will achieve a "Pass" for technical and professional ability.

10.1.4 Bidders must meet all of the selection requirements of SCHEDULE C - Prerequisites. Any Bidders which do not meet all of the selection requirements set out in the prerequisites as found in SCHEDULE C- Prerequisites (or (1) submit their European Single Procurement Document, which must be completed in full (together with any further information which is required in the prerequisites but not in the European Single Procurement Document); or (2) explain to The Countess of Chester Hospital Commercial Procurement Services' satisfaction why they do not perhaps through the use of self-cleaning evidence) will be treated as ineligible for the Framework Agreement, their Tender will not be evaluated further and the Bidder will be informed of their rejection at this stage.

10.1.5 Bidders who have met prerequisites will move to step 2.

10.2 STEP 2: EVALUATION OF TECHNICAL INFORMATION

10.2.1 Technical information will be evaluated using the criteria and weightings below.

Technical Criterion	Weighting %
Technical – Assets and asset management	10%
Technical – Security	10%
Technical – Printing	10%

Technical – Documents	5%
Technical – Support	10%
Technical – Storage and distribution	5%
Technical - Configuration	5%
Technical - Consultancy	5%
Technical – Strategy – technical response to the illustrative scenarios	20%
Total	80%

10.2.2 Bidders are required to answer a number of questions found in SCHEDULE D TECHNICAL SCHEDULE, which are linked to the criteria listed above.

10.2.3 Each question has been assigned a maximum score, which is provided in SCHEDULE D TECHNICAL SCHEDULE. The following methodology will apply where qualitative information is provided.

Rate	Qualifier	Interpretation
0	No Confidence	Does not meet the specification and/or insufficient information provided to demonstrate how the Bidder will satisfy this requirement of the specification.
1	Serious concerns	The response gives little confidence that the Bidder's services could satisfy this requirement of the specification to an acceptable standard of quality and deliverability. There are considerable reservations regarding how the Bidder's services would satisfy this requirement of the specification.
2	Concerns, Some Confidence	The response gives some confidence that the Bidder's services could satisfy this requirement of the specification to an acceptable standard of quality and deliverability but there are minor reservations about one or more aspects of the response.
3	Acceptable, Confident	The response gives confidence that the Bidder's services could satisfy this requirement of the specification to an acceptable standard of quality and deliverability.
4	Exceptionally Confident	The response gives excellent confidence that the Bidder's services could satisfy this requirement of the specification to an excellent standard of quality and deliverability.

10.2.4 In applying the scoring scale each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to fitness for purpose and therefore covers any aspect of a submission that affects the performance of the Framework Agreement. 'Deliverability' refers to the likelihood that all aspects of a particular submission (including time and cost) could in fact be delivered by the Bidder concerned. The term 'acceptable' in this context refers to a level of quality and/or deliverability that would be acceptable to a reasonably well informed and normally diligent Contracting Authority. The term 'excellent' in this context refers to a level of quality and/or deliverability that would clearly exceed the normal expectations of a reasonably well informed and normally diligent Contracting Authority.

10.2.5 The evaluation of technical information will be undertaken once and the resulting technical score used in the calculation of the final score described in step 4 below.

10.3 STEP 3: COMMERCIAL EVALUATION

10.3.1 The commercial evaluation is based on five illustrative scenarios of hypothetical client's requirements as listed in SCHEDULE E, using the weightings below;

Commercial evaluation scenario	Weighting
Illustrative scenario 1	4%
Illustrative scenario 2	4%
Illustrative scenario 3	4%
Illustrative scenario 4	4%
Illustrative scenario 5	4%
Total commercial weighting	20%

10.3.2 Bidders are required to provide for the scenarios within SCHEDULE E the total cost and/or saving for a Participating Authority of all services detailed. These values will be evaluated as follows:

10.3.3 Scenario 1

The Bidder with the lowest total cost to the client will receive the full 4% scenario commercial weighting. Tenders with higher total costs will gain a percentage of the 4% commercial score for the scenario on a pro-rata basis from the top scoring total cost. This is calculated using the following formula:

$$\text{Commercial Scenario Score} = 4 \times \left(\frac{\text{Lowest total annual cost}}{\text{Bidder total annual cost}} \right)$$

where

Lowest total cost = the lowest total cost provided for the scenario.

Bidder total cost = the total cost offered by the Bidder for the scenario.

Scenario 2

Bidders are required to submit both costs and savings for this scenario. Each value has been given a sub commercial weighting.

Total Costs: The Bidder with the lowest cost for the client will receive the full sub commercial weighting. Tenders with higher costs will gain a percentage of the sub commercial weighting for that part of the scenario on a pro-rata basis from the top scoring cost. This is calculated using the following formula:

$$\begin{aligned} \text{Sub Commercial Scenario Score} \\ = \text{Sub commercial weighting} \times \left(\frac{\text{Lowest cost}}{\text{Bidder cost}} \right) \end{aligned}$$

where

Lowest cost = the lowest cost provided for the scenario.

Bidder cost = the cost offered by the Bidder for the scenario.

Total Savings: The Bidder with the highest total saving to the client will receive the full sub commercial weighting. Tenders with lower savings will gain a percentage of the sub commercial weighting for that part of the scenario on a pro-rata basis from the top scoring saving. This is calculated using the following formula:

$$\begin{aligned} \text{Sub Commercial Scenario Score} \\ = \text{Sub commercial weighting} \times \left(\frac{\text{Highest saving}}{\text{Bidder saving}} \right) \end{aligned}$$

where

Highest saving = the highest saving provided for the scenario.

Bidder saving = the saving offered by the Bidder for the scenario.

Scenarios 3, 4 and 5

The Bidder with the highest total saving to the client will receive the full 4% scenario commercial weighting. Tenders with lower total savings will gain a percentage of the 4% commercial score for the scenario on a pro-rata basis from the top total saving. This is calculated using the following formula:

$$\text{Commercial Scenario Score} = 4 \times \left(\frac{\text{Highest total saving}}{\text{Bidder total saving}} \right)$$

where

Highest total saving = the highest total saving provided for the scenario.

Bidder total saving = the total saving offered by the Bidder for the scenario.

10.3.4 Bidders are also required to provide details of any standard pricing options which will be made available to Participating Authorities under this Framework Agreement in SCHEDULE E. These prices will not be used for evaluation of award to the Framework Agreement but should enable Participating Authorities to determine the cost of using the Supplier as their provider of a Healthcare Output and Content Management System.

10.4 STEP 4: CALCULATION OF FINAL SCORES AND AWARD OF FRAMEWORK AGREEMENT

10.4.1 Once the commercial and technical criteria have been assessed, the final scores will be calculated as follows:

10.4.2 The Bidder's total technical score as calculated in step 2 will be added to the total commercial score as calculated in step 3, to produce a total score for each Bidder.

10.4.3 The Bidder with the highest total score will be nominated for award to the Framework Agreement.

10.4.4 In the event that more than one Bidder achieves the same highest final score, the Bidder with the highest technical score (step 2) will be nominated for award to the Framework Agreement.

11. CONDITIONS OF TENDER

11.1 Information and Confidentiality

11.1.1 This ITT is intended for the exclusive use of the Bidder and is provided on the express understanding that this ITT and the information contained in it or, provided in connection with it, will be regarded and treated as strictly confidential. This ITT and all related materials may not be reproduced in whole or in part nor furnished to any other persons other than the bidder, save for the purpose of:

- taking legal or other advice in connection with completing the ITT; and/or
- obtaining input from relevant organisations relevant to the Bidder's response to the ITT; and/or
- obtaining input from any other parties who the Bidder demonstrates will provide information relevant to the ITT response but subject always to the prior written consent of the Framework Manager to such disclosure (which they may withhold in their absolute discretion).

In each of the above cases, the Bidder must obtain confidentiality undertakings from any such parties prior to disclosure of at least equivalent strength to those set out above.

Upon written request from the Framework Manager, the Bidder shall promptly provide evidence to Framework Manager that such undertakings have been provided to the Bidder.

- 11.1.2 The Bidder must ensure that, to the best of its knowledge and belief, the information contained in its tender response is accurate and contains no material misrepresentation.
- 11.1.3 This invitation and its accompanying documents shall remain the property of Framework Manager and must be returned on demand.
- 11.1.4 Any notice to a Bidder required under these Conditions to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered to a physical address, or at the time of posting on the e-sourcing portal if communicated via the e-sourcing portal to the Bidder's nominated representative, or at the time of delivery in ordinary course of post if posted in a prepaid envelope addressed to the Bidder by name, to the Bidder's last known place of abode or business or, in the case of a company, the registered office of the company.
- 11.1.5 Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the probable requirements for the period referred to and the Contracting Authority shall not be bound to order such quantities.

11.2 Freedom of Information and other information disclosures

- 11.2.1 The Framework Manager is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA) as amended. Accordingly, any information created by or submitted to the Framework Manager (including the information contained in the Tender and the submissions received from Bidders in response) may need to be disclosed by the Framework Manager in response to a request for information.
- 11.2.2 The Framework Manager may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.
- 11.2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.
- 11.2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Framework Manager is responsible for determining at their absolute discretion whether such information is exempt from

disclosure under the FOIA, or must be disclosed in response to a request for information.

11.2.5 Bidders should also note that the receipt by the Framework Manager of any information marked “confidential” or equivalent does not mean that the Framework Manager accepts any duty of confidence by virtue of that marking, and that the Framework Manager has the final decision regarding the disclosure of any such information in response to a Request for Information.

11.2.6 In making a submission in response to this Tender, each Bidder acknowledges that the Framework Manager may be obliged under the FOIA to disclose any information provided to it:

- Without consulting the Bidder; or
- Following consultation with the Bidder and having taken its views into account.

11.2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) as amended and shall assist and co-operate with the Framework Manager (at the Bidder’s expense) to enable the Framework Manager to comply with its information disclosure requirements contained in this legislation.

11.2.8 Bidders should be aware of the Framework Manager’s obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Framework Manager. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Framework Manager in response to such a request, unless the Framework Manager decides that one of the statutory exemptions under the EIR applies.

The Framework Manager shall be responsible for determining, at its absolute discretion, whether the information submitted by a Bidder is exempt from disclosure in accordance with the provisions of the EIR.

11.2.9 Bidders acknowledge that the Framework Manager and/or its members may be subject to the Government’s public sector purchasing transparency requirements and that the Framework Manager and/or its members may be required to publish on a Government on line portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

11.3 Prices

11.3.1 Prices in SCHEDULE E COMMERCIAL SCHEDULE must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.

- 11.3.2 Prices in Contracts called off from the Framework Agreement must be firm (i.e. not subject to variation) for the period of 2 years. Any proposed amendments to the fixed period will be rejected.
- 11.3.3 Where a fixed price period ends and triggers a contract extension option, price variations must be accompanied by evidence to justify the change in price. References to standard inflationary indices are not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.
- 11.3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the Award notice, the Framework Manager reserves the right to terminate and re-advertise the Framework Agreement.
- 11.3.5 Prices submitted as part of SCHEDULE E COMMERCIAL SCHEDULE should be considered capped pricing and under no circumstances should prices for any call-off exceed the unit cost per good or service exceed this. Final prices may be below this cap based on a client's specific requirements.

11.4 Tender Documentation and Submission

- 11.4.1 Tenders must be for the supply of the whole of the specification upon the Terms and Conditions of the Framework Agreement. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.
- 11.4.2 The services offered should be strictly in accordance with the Specification. Alternative services may be offered but all differences between such services and the Specification must be indicated in detail in your response to SCHEDULE D TECHNICAL SCHEDULE. Alternative services offered may be rejected at the sole discretion of the Framework Manager if they are substantially non-compliant with the Specification. If compliant, alternative services offered will be evaluated strictly in accordance with the published award criteria. Alternative services and goods may be submitted only where a tender which is not a variant has also been submitted.

Tenders must comprise of the following completed documents:

- the Technical Schedule;
- the Commercial Schedule;
- the Prerequisites;
- the Form of Offer;
- the Certificate of Non-Canvassing
- any other documents requested, as appropriate.

- 11.4.3 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e-sourcing portal where indicated. In the case of a partnership, by a partner for and on behalf of the partnership; in the case of a limited company, by an officer

duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.

11.4.4. The Tender must be completed in full. Any Tender may be rejected which:

- contains gaps, omissions or obvious errors; or
- contains amendments which have not been initialled by the authorised signatory; or
- is received after the closing time.

11.4.5 Contact the Framework Manager via the e-sourcing portal for help in completing the Tender in compliance with the requirements of this ITT.

11.4.6 Offers must be written in English and submitted via the Framework Manager's e-sourcing portal at www.nhssourcing.co.uk

11.4.7 The Framework Manager may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Bidders.

11.5 Rebates/Commissions

11.5.1 Why we charge our suppliers fees.

- Setting up legally compliant framework agreements is a resource intensive process which requires qualified experienced staff
- We manage our framework agreements including dealing with client enquiries
- The fees allow us to deliver free to access framework agreements for client authorities which encourages usage by the Public Sector.

11.5.2 In any application of rebates and commissions, Bidders will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity. The Supplier will be expected to submit sales activity on a monthly basis and invoices will also be issued monthly.

11.5.3 The purposes of rebates and commissions are the promotion and management of the Framework Agreement and as such should benefit both the Framework Supplier and the Framework Manager. All fees set out below are payable by the supplier to the Framework Manager, Commercial Procurement Services.

11.5.4 There will be a Framework Agreement award fee of £10,000 - not discountable against any other fees charged to the Supplier by the Framework Manager. Invoices will be issued following the signing of the Framework Agreement and will be due within 30 days.

11.5.5 There will be an annual fee equal to that paid in the award fee - discounted from the Gain Share charge for new contracts signed and live within the 12 months prior to the annual fee due date. The annual fee will be paid by the Supplier to the Framework Manager for every year the Framework Agreement is live. Invoices will be issued on the anniversary of the Framework Agreement letting date and will be due in 30 days.

11.5.6 There will be a Gain Share charge – this will be 1% of the turnover of each call off Contract awarded under the Framework Agreement. The Gain Share charge will be paid by the Supplier to the Framework Manager for the duration of each call off contract. Call off contracts may exceed the Framework Agreement expiry date and in such cases the Gain Share charges will continue to be paid until the call off contract expiry date.

11.6 Table-top trials ☐ (only applicable to the Tender if this box is checked)

11.6.1 Not applicable.

11.7 TUPE ☐ (only applicable to the Tender if this box is checked)

11.7.1 The attention of Bidders is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Bidder on the same terms and conditions. The above does not apply to the self-employed.

11.7.2 Bidders are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

11.7.3 To assist in future processes the Framework Manager may seek workforce details from present supplier(s). The Framework Manager provides no warranty as to the accuracy of any such information supplied and accepts no liability for any inaccuracies that is contained within it or for any omissions from such information. Bidders must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

This information will be supplied to Bidders on request on the basis that it is treated as strictly confidential; that it is not disclosed except to such people within the Bidder's organisation, and to such extent, as is strictly necessary for the preparation of the tender; and that it is not used for any other purpose. By requesting this information from the Framework Manager a Bidder will be deemed to have agreed to abide by these obligations of confidentiality.

11.7.4 The successful Supplier will be required to indemnify the Contracting Authority against all possible claims under TUPE.

11.7.5 It is a further requirement that the successful Supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process.

**Note. TUPE may apply to subsequent Call-Off Contracts but it does not apply to the establishment of this Framework Agreement due to it offering no commitment.*

11.8 Contract Monitoring

11.8.1 The Framework Manager is committed to helping improve the efficiency of contracted Suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the Supplier/s and formally documented. It is possible that measurement criteria will develop during the term of the Framework Agreement - this will also be documented following agreement with the Supplier/s.

11.8.2 Monthly contract financial performance monitoring may be necessary to ensure that the correct rebate amount is payable. The Framework Manager reserves the right to request audit data from Participating Authorities to ensure management information is accurate. Failure by a Participating Authority to provide may result in the Framework Manager requesting volume supply information under the auspices of the Freedom of Information Act.

11.9 Canvassing

11.9.1 Each organisation forming part of a bid submission must not canvass, solicit or offer any gift or consideration whatsoever as an inducement or reward to any officer (or their partner) or employee (or their partner) of the Framework Manager, or to any officer (or their partner) or employee (or their partner) of any Framework Manager member organisation or to a person (or their partner) acting as an adviser to in connection with the selection of Bidders in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:

- directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); or
- directly or indirectly attempts to contact any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the Framework Agreement or any subsequent Contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable); or

- directly or indirectly attempts to influence any member, employee, agent or contractor of the Framework Manager concerning the conduct of the process leading to the award of the Framework Agreement or any subsequent Contract, or the structure of the procurement process, or the structure of the contractual opportunity, save where this occurs in a manner provided for in the MOI, SQ or ITT, whichever is applicable;
- directly or indirectly canvasses any member, employee, agent or contractor of the Framework Manager concerning the process leading to the award of the contract (save as expressly provided for in the MOI, SQ or ITT, whichever is applicable);

may be disqualified from the procurement process by the Framework Manager at their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

11.10 Collusive Tendering

11.10.1 Any organisation forming part of a bid submission must neither disclose to, nor discuss with any other potential Bidder, or Bidder (whether directly or indirectly), any aspect of any response to any procurement documents (including the ITT). Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts the price included in its response to the ITT by or in accordance with any agreement or arrangement with any other bidder; or
- communicates to any person other than Framework Manager the price or approximate price to be included in its response to the ITT or information that would enable the price or approximate price to be calculated (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the response to the ITT or for the purposes of obtaining insurance or for the purposes of obtaining any necessary security); or
- enters into any agreement or arrangement with any other potential Bidder that has the effect of prohibiting or excluding that potential Bidder from submitting a response to the ITT or as to the price to be included in any response to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done any act or omission in relation to any other response to the ITT or proposed response to the ITT;

may be disqualified from the procurement process by the Framework Manager at their absolute discretion. Where any organisation forming part of a bid submission is disqualified the entire bid submission shall be disqualified.

11.11 Guarantees

11.11.1 If the successful Bidder is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Framework Manager within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Bidder of its obligations to the Contracting Authority

11.11.2 If the successful Bidder shall fail to provide the Guarantee within the period specified in 11.11.1 above, the Framework Manager shall by written notice to the Bidder be entitled to treat such failure as putting an end to the Framework Agreement between the Contracting Authority and the Bidder.

11.12 The Framework Agreement

11.12.1 This procurement exercise concerns the conclusion of a Framework Agreement under which a single Supplier will be appointed to supply Services to Participating Authorities on the terms agreed. A copy of a specimen Framework Agreement can be found in SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT.

11.12.2 The specification (SCHEDULE A FRAMEWORK AGREEMENT SPECIFICATION) and associated appendices, the terms and conditions at SCHEDULE B TEMPLATE FRAMEWORK AGREEMENT together with any special requirements will form the basis of the resulting Framework Agreement between the successful Bidder and the Contracting Authority. Please confirm your understanding of this statement by completing the "Form of Offer" attached as SCHEDULE F FORM OF OFFER.

11.13 Disclaimer

The information contained in this ITT is presented in good faith and does not purport to be comprehensive or to have been independently verified.

Neither the Framework Manager, or any of its members, nor any of their advisers accept any responsibility or liability in relation to its accuracy or completeness or any other information which has been, or which is subsequently, made available to any Bidder, any relevant organisation, Bidder guarantors, their financiers or any of their advisers, orally or in writing or in whatever media.

Interested parties and their advisers must therefore take their own steps to verify the accuracy of any information that they consider relevant, but are not entitled to rely on any statement or representation made by the Framework Manager, or any of its members or any of their advisers.

Nothing in this ITT is, nor shall be relied upon as, a promise or representation as to any decision by the Framework Manager in relation to this procurement. No person has been authorised by the Framework Manager, or their advisers or consultants to give any information or make any representation not contained in this ITT and, if given or made, any such information or representation may not be relied upon as having been so authorised.

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of this ITT or other pre-contract documentation.

The Framework Manager, accept no liability for any loss, liability, cost or expense (including legal expenses) incurred by any Bidder in preparing for or participating in this ITT process, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between the Framework Manager and any Bidder arising by virtue of this ITT process.

In this paragraph, references to the ITT include all information contained in these documents and any other information (whether written, oral or in machine-readable form) or opinions made available by or on behalf of the Framework Manager or any of its advisers or consultants in connection with any other pre-contract documentation.

The Framework Manager reserve the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the ITT bids, in respect of the procurement.

The Framework Manager shall not be obliged to appoint any of the Bidders and reserves the right not to proceed with the procurement, or any part thereof, at any time.

11.14 Bidder changes

Bidders are subject to an ongoing obligation to notify the Framework Manager of any material changes in their identity, financial or other circumstances. This includes, but is not limited to, changes to the identity of partner organisations or sub-contractors or the ownership or financial or other circumstances thereof and solvency of the Bidder. The Framework Manager should be notified of any material change as soon as it becomes apparent.

Failure to notify the Framework Manager of any material changes or to comply with any of these provisions may lead to a Bidder being liable for disqualification from the procurement. The Framework Manager reserves the right to refuse to allow such a change and to disqualify any Bidder from further participation in the procurement process. The Framework Manager may take into account whether such change is material to the delivery of the contract.

11.15 Procurement Costs

Each Bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. The Framework Manager will not be responsible for any costs incurred by any Bidder or any other person through this process, including but not limited to any exit or de-commissioning costs.

The Framework Manager will not be responsible for any costs and expenses (including legal costs and expenses) that result from delay to this procurement process or from the abandonment of this procurement process.

11.16 Publicity

No publicity regarding this procurement process or the award of any Framework Agreement or Contract will be permitted unless and until the Framework Manager has given express written consent to the relevant communication and has approved the detail of any such communication. Without prejudice to the generality of the foregoing, no statements shall be made to the media regarding the nature of any response to this ITT relating to this process, its contents, any ongoing dialogue between the Framework Manager and any Bidder or any proposals relating to it, without the prior written consent of the Framework Manager.

11.17 IPR

All procurement documentation issued in connection with this procurement shall remain the property of the Framework Manager and shall be used by the Bidder only for the purposes of this procurement.

11.18 Law and Jurisdiction

Any dispute (including non-contractual disputes or claims) relating to this procurement shall be governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this procurement (including non-contractual disputes or claims).

11.19 Prerequisites ☒ (only applicable to the tender if this box is checked, open procedure only and must be referenced in the OJEU notice)

Bids and/or Bidders that fail to meet the minimum standards as denoted in SCHEDULE C PREREQUISITES may be rejected. This includes Bidders that are ineligible to tender under one or more of the mandatory exclusion criteria specified in regulation 57 of the Public Contracts Regulations 2015 (as amended). Bidders that

fail to satisfy the Contracting Authority's prerequisites, either economically or technically will be deemed ineligible and not have their bid further assessed.

It is recommended the Bidders review SCHEDULE C PREREQUISITES and satisfy themselves of their own compliance before completing the technical and commercial response schedules.

11.20 Contingency Plans & Business Continuity

This clause is for information only. The Contracting Authority requires all of its Suppliers to have contingency and business continuity plans, copies of which will be held on file by the Framework Manager. Where such formal contingency plans are not in place, Suppliers must agree to work with the Framework Manager to produce these over the initial Framework Agreement term to mitigate any risk which may occur and affect contract performance.

Successful Suppliers will be required to provide copies of their contingency plans for any of the following situations:

11.20.1 Fire at your premises

11.20.2 IT failure at your premises

11.20.3 Cyber attack

11.20.4 Industrial action by your staff

11.20.5 National industrial action (e.g. action affecting fuel distribution)

11.20.6 Force majeure (e.g. terrorism, piracy, extreme weather, grounded flights)

12. CALL OFF CONTRACT AWARD PROCESS

12.1 The following sets out the process by which call off Contracts may be awarded under the Framework Agreement by Participating Authorities.

12.1.1 This Framework Agreement will be a single supplier Framework Agreement and as such no further competition will be required once awarded. Participating Authorities wishing to call-off from the Framework Agreement may engage directly with the successful Framework Agreement Supplier and finalise their requirements based on organisation size, speciality and existing state of technological sophistication. The Framework Agreement will run for a four year term. Call-off Contracts may exceed this period provided that such Contracts are awarded within the Framework Agreement term.

Call-off processes and related ordering procedures

The following outlines a high level process of how parties will engage each other:

1. The Participating Authority requests a unique reference number from the Framework Manager.
2. The Framework Manager will issue the Participating Authority with a unique reference number which the Participating Authority can use to call-off the services under this Framework Agreement. Participating Authorities attempting to engage a Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance.
3. Both parties will sign the completed contract.
4. The Participating Authority shall publish the necessary award information on Contracts Finder.
5. Project implementation meeting to take place with the successful Supplier and the Participating Authority.
6. The Framework Manager will monitor expenditure through the successful Supplier's management reports. Management fees as detailed below will be invoiced based on this information at the rate stated and at the frequency stated.

RESPONSIBILITY FOR AWARDS

- 12.2** The Supplier acknowledges that each Contracting Body is independently responsible for the conduct of its award of Call Off Agreements under this Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
- (i) the conduct of Other Contracting Bodies in relation to this Framework Agreement; or
 - (ii) the performance or non-performance of any Call Off Agreements between the Supplier and Other Contracting Bodies entered into pursuant to this Framework Agreement.

13. LIST OF SCHEDULES AND APPENDICES

Schedule	Title	Contents	Action
A	Framework Agreement Specification	Specification of the subject matter of the procurement	Bidder should read the specification and ensure they can provide the services listed.
B	Template Framework Agreement (including all Schedules and Appendices)	<ul style="list-style-type: none"> NHS Framework Agreement for the supply of services Appendix A – Call off terms and conditions for the supply of services 	Read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – FORM OF OFFER
C	Prerequisites	Mandatory/Discretionary and Minimum requirements of all Bidders	Bidders are required to complete all questions in prerequisites in SCHEDULE C PREREQUISITES. Alternatively; Bidders may submit their European Single Procurement Document, which must be completed in full together with responses to any additional prerequisites shown in SCHEDULE C PREREQUISITES.
D	Technical Schedule	Technical criteria to be assessed within this document	This document once completed should be uploaded as part of tender response to the e-sourcing portal.
E1	Commercial Schedule	Commercial scenarios detailed in this document	Bidder should read this document to inform their response in Schedule E2.
E2	Commercial Response	Commercial response to be assessed.	This document once completed should be uploaded as part of tender response to the e-sourcing portal.
F	Form of Offer	Formal Commitment of Bidder to Tender Offer	An unamended copy must be signed by an appropriate person with the authority to commit the Bidder to the Tender offer and the Framework Agreement. This document is in PDF format and should be printed, signed (electronic signatures will not be accepted) witnessed and dated, scanned and attached to the response submission via the e-sourcing portal.
G	Certificate of Non Canvassing		This document once completed should be uploaded as part of tender response to the e-sourcing portal

Appendix	Title	Contents	Action
1	MI Reporting Template		For information.