



Department
for Work &
Pensions

Invitation to Tender:

WorkWell National Support Team ("NST")

Instructions to Suppliers

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GLOSSARY

Aggregate Quality Score	The total of all weighted scores a Tender receives for each question added together, as calculated in accordance with paragraph 6.59 of these Instructions;
Annexes	The annexes to these Instructions;
Buyer	The Secretary of State for Work and Pensions acting through his/her representatives in the Department for Work and Pensions;
Call-Off Contract	The contract to be awarded pursuant to this ITT;
Call-Off Order Form	The order form which forms part of a Call-Off Contract, a draft of which is provided as part of the ITT;
Call-Off Procedure	The call-off procedure pursuant to Schedule F3 (Call-Off Procedure and Award Criteria) of the Test and Learn DPS to which these Instructions in this ITT relate;
Draft Supplier Delivery Plan	means the plan to be provided by the Supplier which details how the Supplier will deliver all elements of the Services under the Call-off Contract;
DPS	Test and Learn Dynamic Purchasing System;
EIRs	Environmental Information Regulations 2004;
ePS Portal	The DWP e-Procurement Solution Portal;
Final Overall Score	The total of the Final Quality Score plus the Final Price Score plus the Social Value score, calculated in accordance with paragraph 6.62 of these Instructions;
Final Price Score	The Final Price Score for a Tender as calculated in accordance with paragraph 6.61 of these Instructions;
Final Quality Score	The Final Quality Score for a Tender as calculated in accordance with paragraph 6.59 of these Instructions;
FOIA	Freedom of Information Act 2000;
ICB	Integrated Care Board;
Instructions	These Instructions to suppliers;
ITT	The invitation to tender (comprising these Instructions and their Annexes, the Specification and the draft Call-Off Order Form) to which these Instructions relate;
Key Personnel	The key persons that the Supplier will use for the delivery of the Services;
MS	Microsoft;
NST	National Support Team as defined in the Specification;
Organisation Profile	The profile that the Supplier has completed as part of the registration process for the Test & Learn Dynamic Purchasing System;
PCR	Public Contracts Regulations 2015;
Quality Sub-Criteria	means the quality criteria set out in Table 3 below other than the Social Value Sub-Criteria;
Service Delivery Model	means the model that the Supplier will use to deliver the Services as set out in the response to questions 2.3.2 of the Tender;
Services	means the services to be provided by the Supplier in accordance with the Specification and the Buyer's requirements including but not limited to the provision of the Key Personnel, the National Support Team and the Deliverables (as defined in the Specification);
SME	A small or medium enterprise;

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Social Value Sub-Criteria	means the criteria referred to in question 2.3.6 of Annex B and described in Annex E;
Specification	The specification provided to accompany the ITT;
SPV	Special Purpose Vehicle;
Supplier	Any person identified in an award form for the Test and Learn DPS and responding or, where the context requires, potentially responding to the ITT;
Supplier Personnel/Supplier's Team	Any directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor or potential sub-contractor whom the Supplier uses for the provision of the Services, including for the avoidance of doubt the Key Personnel;
Tender	A completed tender in response to the ITT;
Tender Submission Deadline	As defined in paragraph 4.1 of these Instructions;
Total Contract Price	The "TOTAL CONTRACT PRICE (£) excluding Output VAT" for each Tender as set out on the Pricing Summary tab of the relevant completed Pricing Proposal as validated and agreed by the Buyer;
Vanguard	An ICB that is selected to deliver WorkWell Services and that has entered into a WorkWell Grant Funding Agreement;
WorkWell Grant Funding Agreement	As defined in the Specification;
WorkWell National Support Offer	As defined in the Specification;
WorkWell Pilot Programme	As defined in the Specification;
WorkWell Services	As defined in the Specification.

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INSTRUCTIONS AND INFORMATION ON TENDERING PROCEDURES

1. General Information

- 1.1. This Call-Off Procedure has been developed in line with Schedule F3 (Call-Off Procedure and Award Criteria) of the Test and Learn Dynamic Purchasing System (DPS).
- 1.2. These Instructions, together with the Specification and all other information and documents to which they refer, are designed to ensure that all Suppliers are given equal and fair consideration. It is important, therefore, that each Supplier responding to the Invitation to Tender (ITT) provides all the information asked for in the format and order specified.
- 1.3. This document contains the information and instructions Suppliers need to submit a Tender, for example:
 - information regarding the Call-Off Procedure, such as the timetable, specific conditions of contract for the Call-Off Contracts, evaluation process and award/evaluation criteria;
 - how to submit questions and requests for clarification; and
 - instructions explaining how to complete and submit a Tender.
- 1.4. Please read the information and instructions carefully because non-compliance with these Instructions may result in the disqualification of your Tender from this Call-Off Procedure.
- 1.5. Administration of the Call-Off Procedure

The Buyer will be administering the Call-Off Procedure electronically via the [DWP e-Procurement Solution \(ePS\)](#) Portal. No hard copy documents will be issued and all communications with the Buyer (including final submission of Tenders) will be conducted via the ePS Portal.
- 1.6. To ensure all communications relating to this Call-Off Procedure are received, a Supplier must ensure that the point of contact it nominates in the ePS Portal is accurate at all times. Access to the Portal is available twenty-four (24) hours a day, seven (7) days a week, and three-hundred and sixty-five (365) days a year anywhere in the world via the internet. Unless there are technical issues with the portal that the Buyer is aware of, and has issued a message regarding, any technical problems should be reported to the Buyer via the ePS portal.
- 1.7. Support available to help you to understand and use the ePS portal includes:
 - freephone helpdesk (0800 069 8630), available Mon-Fri 8am to 6pm (UK time in English language only);
 - help guides; https://dwp.bravosolution.co.uk/attach/supplier_registration_guide.pdf
 - emailing help@bravosolution.co.uk

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- 1.8. Suppliers must ensure that their ePS registration directly relates to the part of the Supplier organisation that submits the Tender and will enter into the Call-Off Contract if successful (e.g. some larger Suppliers may have several subsidiaries, so registration needs to apply to the entity that submits the Tender and will enter into the Call-Off Contract if successful).
- 1.9. Suppliers must ensure where they are bidding as the lead contact for a group of economic operators that this is reflected in their ePS registration.
- 1.10. Where a Special Purpose Vehicle (“**SPV**”)/ group of economic operators is formed to submit a Tender, this must only be submitted by and in the name of the Supplier chosen as the “Lead” Supplier for that SPV.
- 1.11. WorkWell NST will be called-off the DPS pursuant to the “light touch regime” provided by regulation 74 of the PCR. Only Suppliers who are accredited to the DPS, and accredited to the Advice and Information Line, as of 9am on the day that these Instructions are first made available to Suppliers may submit a Tender.

2. Conditions Applying to this Tender

Buyer’s Terms and Conditions

- 2.1. The Call-Off Contracts will be on the basis of the terms and conditions set out within or incorporated into the Order Form. Suppliers are not permitted to submit their own terms and conditions, whether standard or otherwise and no amendments to the Call-Off Contract will be considered. If a Supplier submits any mark-ups or indicates that they do not accept any or all of the terms of the Call-off Contract, the Buyer may reject that Tender.

Costs and Expenses

- 2.2. Suppliers will not be entitled to claim from the Buyer any costs or expenses which may be incurred in preparing and/or submitting their Tender.
- 2.3. This applies whether or not the Supplier is successful and also applies to any additional cost a Supplier may incur if the Buyer modifies or amends its requirements, excludes a Supplier, or if the Buyer cancels this procurement for whatever reason.

Confidentiality

- 2.4. All information supplied by the Buyer to Suppliers must be treated in confidence and not disclosed to third parties other than where it is necessary to obtain sureties or quotations for the purpose of the Supplier submitting its Tender.
- 2.5. All information supplied by Suppliers to the Buyer will similarly be treated in confidence except:
 - for the disclosure of such information with regard to the outcome of the procurement process as may be required to be published in accordance with the requirements of UK government policy on the disclosure of information relating to government contracts;

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- that as part of the debriefing process we will inform any unsuccessful Supplier whose Tender has been evaluated of the characteristics and relative advantages of the successful Tender(s), as well as, where appropriate, the qualitative evaluation score(s) achieved by and name(s) of the successful Supplier(s);
- in pursuance of the Buyer's obligations under the FOIA or any other legal requirement;
- that references may be sought from banks, existing or past clients, or other referees submitted by the Supplier.

Right to Cancel or Vary the Process

- 2.6. The Buyer reserves the right to vary the ITT documentation (including, without limitation, these Instructions, the Specification and/or the Order Form) at any time prior to the deadline for receipt of Tenders. Any such amendment will be numbered, dated and issued by the Buyer via the ePS portal. Depending on the nature of the amendments and whether the amendments are significant, the Buyer may at its discretion extend the deadline for receipt of Tenders.
- 2.7. The Buyer reserves the right to discontinue the procurement process at any time and not to award a contract.

Previous or Current Contracts with the Buyer

- 2.8. Suppliers who currently undertake, or have previously undertaken, work for the Buyer should note that the Tender will be evaluated purely on their response to the ITT. The Buyer's prior knowledge or experience of Suppliers will not form part of the evaluation.

Inducements

- 2.9. Offering an inducement of any kind in relation to obtaining this Call-Off Contract or any other contract with the Buyer will disqualify your Tender from being considered and may constitute a criminal offence.

Conflicts of Interest

- 2.10. Suppliers are responsible for ensuring that there are no conflicts of interest between, on the one hand, the Supplier and/or the members of the Supplier's Team and, on the other hand, the Buyer. The concept of a conflict of interest includes any situation where a member of the Supplier's Team has, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of this Call-Off Procedure, in connection with the Call-Off Contract or in relation to the future delivery of the Services.
- 2.11. Each Supplier must notify the Buyer of any actual or potential conflict of interest that may be relevant to this Call-Off Procedure and/or the submission or evaluation or any tender as soon as reasonably practicable after it becomes aware of such a conflict. Failure to declare such conflicts and/or failure to address such conflicts to the reasonable satisfaction of the Buyer may result in the Supplier and/or members of the Supplier's Team being excluded from further participation in the Call-Off Procedure.

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- 2.12. Each Supplier must ensure that, in the event that any member of the Supplier's Team is also involved or potentially involved in a competing Tender, appropriate arrangements are put in place to mitigate the risk of distortion to the fairness of the competition and/or of collusion between Suppliers. In the event that the Buyer considers that adequate arrangements have not been put in place, the Buyer reserves the right to exclude any affected Supplier from further participation in the Call-Off Procedure, particularly if it considers the integrity of the Call-Off Procedure is compromised by a conflict of interest.

Non-Collusion

- 2.13. Any Supplier or member of the Supplier's Team who, in connection with this Call-Off Procedure and without obtaining the prior written consent of the Buyer:
- fixes or adjusts the amount of its Tender by or in accordance with any agreement or arrangement with any other person (other than a member of the Supplier's Team acting in that capacity);
 - enters into any agreement or arrangement with any other person (other than a member of the Supplier's Team acting in that capacity) that it shall refrain from making a Tender or as to the amount of any Tender to be submitted;
 - causes or induces any person to enter such agreement or arrangement as mentioned within this paragraph or to inform the Supplier or a member of the Supplier's Team of the approximate amount of a rival Tender;
 - offers any inducement, fee or reward to any servant or agent of the Buyer or any person acting as an advisor to the Buyer in connection with the Call-Off Procedure;
 - does anything which would constitute a breach of the Prevention of Corruption Act 1889 to 1916;
 - commits an offence under the Bribery Act 2010 for example by offering and/or agreeing to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender any act or omissions; or communicates to any person other than the Buyer or a member of the Supplier's Team, the amount or approximate amount of its Tender (except where such disclosures are made in confidence to obtain quotations necessary for the preparing of the Tender)

will be disqualified (without prejudice to any other civil remedies available to the Buyer and without prejudice to any criminal liability which such conduct by a Supplier or member of the Supplier's Team may attract).

Duties under the FOIA and EIRs – (ITT Technical Envelope & Annex Q) and other legal requirements for disclosure.

- 2.14. The Buyer is committed to open government and to meeting its legal responsibilities under the FOIA and the EIRs. All information submitted to the Buyer may need to be disclosed by the Buyer in response to a request under the FOIA, the EIRs and/or in

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relation to any other legal requirement. If you consider that any of the information included in your Tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time period applicable to that sensitivity.

- 2.15. You should be aware that even where you have indicated that information is commercially sensitive, the Buyer may be required to disclose it under the FOIA, the EIRs or any other legal requirement, if a request for disclosure is received by the Buyer. Please note that the receipt of material marked 'confidential' or equivalent by the Buyer should not be taken to mean that the Buyer accepts any duty of confidence by virtue of that marking. If a request is received, the Buyer may also be required to disclose details to unsuccessful Suppliers.

Transfer of Undertaking (Protection of Employment) Regulations 2006 ("TUPE")

- 2.16. As a new service provision, the Buyer anticipates that TUPE will not apply to the WorkWell National Support Team, this Call-Off Contract or the delivery of the Services. However, Suppliers are to rely on their own assessment as to the application of TUPE.

3. Purpose and Background

- 3.1. The WorkWell Partnership Programme was announced as part of a package of funding in the Spring Budget 2023. The government is investing in health and work support to help tackle the rising levels of economic inactivity as a result of long-term sickness.
- 3.2. The Buyer ran a competition for grant applications in respect of WorkWell (as defined in the WorkWell Grant Guidance). Integrated Care Boards ("ICBs") applied for WorkWell Grant Funding. DWP selected a number of ICBs as Vanguard (as defined in the WorkWell Grant Guidance) to carry out the Funded Activities as specified in Annex 2 of the Grant Conditions for WorkWell.
- 3.3. WorkWell Services will pilot light touch work and health support for disabled people and people with health conditions who want to start, stay and succeed in work. WorkWell Services will be locally led and designed to respond to local population needs.
- 3.4. WorkWell Services are planned to commence in Autumn 2024 and be carried out until Spring 2026.
- 3.5. The government recognises that WorkWell Services are a new area of work for many Vanguard and local systems and DWP wishes to provide national and regional support services in each of the Vanguard areas. The package of support to be provided by DWP in Vanguard areas will be referred to as the National Support Offer (NSO).
- 3.6. The aims of the NSO are to enable Vanguard to go faster and further in delivering WorkWell Services and to promote national and regional cross-system learning in relation to WorkWell Services.
- 3.7. The NSO comprises of 3 elements:
- A National Support Team (NST) to provide advice and support on overall strategic leadership to Vanguard. The establishment, management, continuing provision and supervision of the NST is a key part of the Services to be provided by the Supplier under the Call-Off Contract;

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- A team of regional advisors (“**Regional Programme Advisers**”) which means those officials who are employed by DWP or DHSC working in the Joint Work and Health Directorate and who will work alongside the regional Office for Health Improvement and Disparities (OHID) teams to support the Vanguard and Non-Vanguards.
- Learning and Change Managers (“**L&C Managers**”) means individuals that are part of the National Support Offer, recruited by the Vanguard who will facilitate engagement in the Vanguard Partnership.

3.8. It is the first of the three (3) elements of the NSO as set out above which is the subject of these Instructions to Suppliers. In this procurement DWP is seeking to award a Call-Off Contract for the provision of the National Support Team.

4. Procurement Timetable

4.1. Set out below is the anticipated procurement timetable. This is provided as a guide and, whilst the Buyer does not intend to depart significantly from it, there may be occasions where the timetable will be subject to change.

Table 1	
Activity	Date(s)
Publication of the ITT	26 February 2024
Q&A period opens for Supplier questions	26 February 2024
Q&A period closes for Supplier questions	13 March 2024
Final Q&A Log published	14 March 2024
Tender Submission Deadline	10:00am 18 March 2024
Tender evaluation and clarification period	18 March – 2 April 2024
Internal governance	18 April 2024
Successful/unsuccessful Letters and Order Forms issued	18 April 2024
Voluntary standstill period	19 - 29 April 2024
Contract Signature	30 April 2024
Go-Live	1 May 2024

5. Deadline for Submission of Tenders

5.1. All Tenders must be received by the Buyer by the Tender Submission Deadline (10:00am on 18 March 2024).

5.2. To ensure that all Suppliers are treated fairly, Tenders received after the Tender Submission Deadline may be rejected by the Buyer. Any cases of late submission will be considered individually by the Buyer on the basis of evidence available prior to a decision being made as to whether or not the Tender should be accepted. For the avoidance of doubt, the Buyer reserves the right at its absolute discretion to reject the entire Tender.

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- 5.3. A Supplier may choose not to submit a Tender. It would be useful to the Buyer if Suppliers can advise the Buyer prior to the Tender Submission Deadline if they will not be submitting a Tender and, if possible, the reasons behind this decision.

6. Tender Submission Process (DWP e-Procurement Solution)

Background

- 6.1. The ePS portal relies on the completion of three envelopes which will contain all of the information the Buyer requires to enable full evaluation to take place. All information should be uploaded as per instructions into the relevant envelopes on the ePS portal:
- Qualification Envelope – is used for gathering information to qualify Tenders for further evaluation.
 - Technical Envelope – is used for gathering information to allow for full evaluation of the technical side of the Tender.
 - Commercial Envelope – is used to gather the price elements of the Tender (**"Pricing Proposal"**).

Tender Completion

- 6.2. Information or text contained within the ITT (including these Instructions and their Annexes) and your Tender, any amendments to the ITT and any exchange of correspondence or information between the Buyer and Suppliers may be incorporated, whether by reference or otherwise, into any subsequent Call-Off Contract that the Buyer and you (if successful) may enter into as a result of this Call-Off Procedure.
- 6.3. To participate in this Call-Off Procedure, Suppliers are required to submit a fully compliant Tender and must answer all questions accurately. Only information provided in response to the ITT will be evaluated. To ensure equality of treatment of all Suppliers, the Buyer reserves the right to reject any non-compliant Tender.
- 6.4. Suppliers should answer all questions using the templates provided, presenting them in the same sequence and using the same references. Please ensure all answers are self-contained with no cross-referencing. Only information entered into the appropriate answer boxes (which may be extended as necessary but should not exceed the applicable page count) or in additional documents supplied as requested, will be taken into consideration for the purposes of evaluating the Tender.
- 6.5. Responses must not exceed the pre-set margins and space allocation. Any part of the response in excess of these allocations will be disregarded and will not be evaluated.
- 6.6. Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing, including instances where information may be tabulated as part of the response. The only exception permitted to the font size is for legible illustrative screen shots, graphs and charts, which should be presented within the allocated page limit for the question they are relevant to and must not be embedded separately as this information will be disregarded.

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- 6.7. Tenders must be completed using MS Word and MS Excel format. Files submitted in MS Project format and PDF will not be accepted, except where stated below at paragraph 6.27.
- 6.8. All acronyms and abbreviations, if used, must be fully explained.
- 6.9. Where a YES, NO or Not Applicable response is required, please click the appropriate YES, NO or Not Applicable statement on the drop-down options bar.

Tender Submission Procedure

- 6.10. The ITT and any attachments have been specifically designed to be compatible with DWP e-tendering and the evaluation requirements and must not, under any circumstance, be altered except as directed when completing them.
- 6.11. All Tenders must be submitted to the Buyer using the ePS Portal. Tenders submitted by any other means will not be accepted.
- 6.12. A Tender may be completed and submitted at any time before the Tender Submission Deadline using the ePS Portal. Instructions explaining how to submit and complete the Tender to the Buyer are located within the ePS Portal.
- 6.13. The Supplier is responsible for ensuring that its Tender has been successfully completed and all information uploaded to the ePS Portal prior to the Tender Submission Deadline.
- 6.14. Please allow sufficient time to submit your Tender. It is recommended that the Supplier allows time for a final check to be undertaken prior to the Tender Submission Deadline. It will not be possible for you to upload any further information after the Tender Submission Deadline. IT problems within your own system will not be considered reasonable grounds for late submission.
- 6.15. A Supplier may modify and resubmit its Tender at any time prior to the Tender Submission Deadline. Tenders cannot be modified by Suppliers after the Tender Submission Deadline.
- 6.16. Financial information should be submitted in the format requested (MS Excel). Documents which have related financial information should be submitted in GBP (£). Instructions on the ePS Portal will clearly identify the format and where these documents should be uploaded.

Labelling your Tender Forms (File Names)

- 6.17. Suppliers will be invited to submit responses to online questions and upload a suite of documentation that reflects the requirements of the ITT. It is vitally important that when using the ePS Portal, Suppliers correctly name any documents and attachments that are required to be uploaded as a response to questions within each of the envelopes.

Qualification Envelope

- 6.18. This envelope contains questions the Supplier will have already answered in setting up their Organisation Profile and the answers to those questions will be used to pre-populate your response.

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- 6.19. Suppliers may change these answers, so they differ from those saved in their Organisation Profile and save those new answers on their response. These answers will be applied back to their Organisation Profile when the ITT is evaluated by the Buyer.
- 6.20. Suppliers may also supply different answers to these questions provided in relation to tenders for other procurements they submit. In this case the response saved to your Organisation Profile will always be the response which is most recently evaluated by the Buyer.
- 6.21. Where Suppliers do not want to change any information, they will be given a prompt to confirm that everything recorded is current and correct.
- 6.22. Where there is a requirement to upload documents within the envelope, the suggested format is as follows. Please note this is an example and your submission should reflect what is actually requested in the ITT.

ITT Response required	How your response should be uploaded
Qualification Envelope Question 1.8 Annex A	Contract title (WorkWell NST) Question 1.8.1 - Yes / No Supplier Name (e.g. ABC Ltd)

Technical Envelope

- 6.23. This envelope contains specific questions to which a response is required. It is this information which will enable the Buyer to carry out a qualitative evaluation of the Tender. Where there is a requirement to upload attachments to questions within this envelope, the suggested format is as follows. Please note this is an example and your submission should reflect what is actually requested in the ITT:

ITT Response required	How your response should be uploaded
Question 2.3.4 (Supplier Delivery Plan)	Contract title (WorkWell NST) Question 2.3.4 – Draft Supplier Delivery Plan pdf. and written response Supplier Name (e.g. ABC Ltd)

Commercial Envelope

- 6.24. This envelope is where the Pricing Proposal should be uploaded. It is this information which will enable the Buyer to carry out a financial evaluation of the Tender. This information should be uploaded as follows. Please note this is an example and your submission should reflect what is actually requested in the ITT:

ITT Response required	How your response should be uploaded
Pricing Proposal Commercial Envelope,	Contract title (WorkWell NST), Annex C – Pricing Proposal

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Annex C – Pricing Proposal	Supplier Name (e.g. ABC Ltd)
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Additional Materials, Documents and Attachments

- 6.25. No additional documentation should be submitted with a Tender unless specifically requested by the Buyer.
- 6.26. Information that forms part of general company literature or promotional brochures will not form part of the evaluation process and should not be submitted.
- 6.27. A Tender should not contain any inserted, pasted or embedded pictures or documents (image files, PDF documents or other MS Word documents) unless specifically requested by the Buyer.
- 6.28. Any additional documents requested by the Buyer must be clearly referenced within the body of the Tender using a unique, un-ambiguous and relevant file name. They must be saved using MS Word, MS Excel, MS PowerPoint, PDF or jpeg formats. No other file formats should be used.

Tender Clarification (Q&A)

- 6.29. Suppliers have the opportunity to raise questions about the ITT and request clarification about the requirement. All questions raised must be submitted via the ePS Portal by the date specified in the procurement timetable. The Buyer will not consider any clarification questions received after this date.
- 6.30. The Clarification (Question and Answer (Q&A)) log containing generic questions and responses will be published on the ePS portal and updated regularly in line with the Q&A period, as detailed within the procurement timetable above. It will be the responsibility of the Supplier to monitor the portal for the latest activity.
- 6.31. Suppliers need to ensure that they have read all the documentation contained within the ITT (including the Specification, Call-Off Order Form and these Instructions) thoroughly so that questions or clarifications are not raised unnecessarily.
- 6.32. Subject always to the Buyer's obligations under the FOIA, the EIR and/or any other legal requirement, if a clarification question is deemed by a Supplier to be commercially confidential, then the Supplier should clearly indicate as part of the question that it believes this is the case. The Buyer will consider the reasoning given by the Supplier and may exercise its discretion to keep such information confidential when handling the question. However, the final decision regarding disclosure is for the Buyer to make at its sole discretion.
- 6.33. Questions not deemed to be commercially confidential will be considered by the Buyer to be of significance to all Suppliers. If the Buyer intends to follow this course of action in respect of a question which the Supplier has indicated contains commercially confidential information, it will inform the Supplier who raised the question before sharing the question with all Suppliers to provide an opportunity for the question to be withdrawn by that Supplier. Subject to this, all questions and answers will be made anonymous and made available to all Suppliers via the ePS Portal.

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- 6.34. The final date for questions and answers and dissemination allows sufficient time for Suppliers to act upon this information as appropriate, before finalising their Tenders for submission.

Acceptance and Return of Tenders

- 6.35. By issuing the ITT, the Buyer is not bound in any way and does not have to accept any Tender.
- 6.36. The Tender, comprising the information set out in the ITT, must be completed and submitted in its' entirety to the ePS portal by the stipulated Tender Submission Deadline.
- 6.37. Tenders will remain unopened by the Buyer until the Tender Submission Deadline has passed and then they will be opened and logged in accordance with the Buyer's procurement procedures. The Tenders will undergo an initial compliance check to ensure that all information requested has been received. Tenders may be rejected if the complete information requested is not included as part of the Tender documentation.

Declaration by Tender (Technical Envelope)

- 6.38. This document is your offer to enter into a contract with the Buyer. It is the responsibility of the Supplier to ensure that your final submission corresponds with the information stated on this Declaration Statement, as this will form the basis of your Tender.
- 6.39. This document should also act as a final checklist to confirm that you have submitted all of the required responses. To ensure equality of treatment for all Suppliers, you must return all of the information required to enable a full evaluation of your Tender to take place. If any of the documents are missing upon the Buyer opening your Tender, your Tender will be classed as non-compliant and will not be evaluated, resulting in your disqualification from the Call-Off Procedure.
- 6.40. You will note that this document requires a scanned signature. If your Tender is successful, then a "wet signature/seal (as appropriate) may be required at contract award stage on the Order Form, if required by the Buyer.

Tender Clarification

- 6.41. The Buyer may need to clarify details of your Tender and in those instances, the Buyer will send any questions using the ePS Portal to the named person registered on the system, who should arrange for a reply to be provided by the stipulated deadline.
- 6.42. The Buyer may seek independent financial and market advice to validate information declared, or to assist in the evaluation.
- 6.43. The Buyer reserves the right to undertake a financial standing assessment of each Supplier's compliance in accordance with paragraph 2.2 of Schedule F3 (Call-Off Order Procedure and Award Criteria) of the DWP Test and Learn DPS Core Terms. Such financial standing assessment will be equivalent to that described at Annex D. If a Supplier does not pass the financial standing assessment and/ or meet any relevant threshold(s) specified by the Buyer, the Buyer may:

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6.43.1. exclude that Supplier from the competition; and/ or

6.43.2. make the award of the Call-Off Contract to the successful Supplier conditional on the Supplier putting in place appropriate mitigations in relation to its financial standing (as specified by the Buyer).

Period for which Tenders shall Remain Valid

6.44. Tenders shall remain valid and capable of acceptance for one hundred and twenty (120) days from the Tender Submission Deadline.

The Evaluation Process

6.45 The following process highlighted in Paragraphs 6.46 to 6.64 below will be used for the evaluation of Tenders.

Qualification Envelope (Grounds for Exclusion and Minimum Requirements)

6.46 Suppliers must meet all of the selection requirements set out in the Qualification Envelope in Annex A. Any Supplier who does not meet all of the selection requirements set out in the Qualification Envelope (see Annex A) (or explain to the Buyer's satisfaction why they do not) will be treated as ineligible for the Call-Off Procedure and their Tender will not be evaluated further.

Evaluation of Technical and Commercial Envelopes

6.47 The information provided in the Tender will be evaluated against the pre-determined Award Criteria as stated below.

6.48 Each Tender submitted by a Supplier which passes all of the requirements set out in Annex A will be evaluated using the following Award Criteria and weightings as detailed below:

Table 2		
Award Criteria	Award Sub-Criteria	Percentage Weightings
Quality & Social Value	As set out below at paragraph 6.52, Table 3	80%
Price	No sub-criteria but see paragraphs 6.60 to 6.63	20%

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Evaluation of Technical Envelope (Quality Criterion)

- 6.49. The Technical Envelope (see Annex B) contains a number of questions for Suppliers to respond to. Each question relates to Quality Criteria. The questions are weighted according to their relative importance.
- 6.50. Suppliers should refer to the paragraphs below for full details of how responses to questions will be evaluated and scored.
- 6.51. Scoring in relation to the Quality Sub-Criteria (questions 2.3.1 to 2.3.5 of Annex B refer) & the Social Value Sub-Criteria (question 2.3.6 of Annex B and Annex E refer) represents eighty percent (80%) of the overall total with this section of the evaluation being relatively assessed (as detailed below).
- 6.52. The following tables and supporting text below provide details on how the Technical Envelope will be evaluated:

Quality Sub-Criteria, Social Value Sub-Criteria and Weightings

Table 3				
Ref:	Quality Sub-Criteria	Page Limit	Question Weighting	Max Possible Score (post Weighting)
2.3.1	Knowledge and Experience	4	20	200
2.3.2	Service Delivery Model	4	20	200
2.3.3	Management of Delivery	2	10	100
2.3.4	Supplier Delivery Plan	2*	10	100
2.3.5	Capability and Capacity	2**	10	100
2.3.6	Social Value, Health and Wellbeing	2	10	100
	Total Available		80	800

* Excluding Supplier Delivery Plan.

** Excluding Diagrams, Biographies and Organogram.

- 6.53. The Quality Sub-Criteria are considered to be critical for the success of the Services and the WorkWell NST by the Buyer. Any Tender which when evaluated receives a moderated pre-weighted score of one (1) (see Table 4 for the marking scheme) or below for any response to a question in relation to the Quality Sub-Criteria will result in that Tender being eliminated from the competition.
- 6.54. Evaluation of the Quality Sub-Criteria and the Social Value Sub-Criteria is a two-step process, comprising:
- Independent evaluation; and
 - Moderation.

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- 6.55. During the independent evaluation process, each evaluator will separately (i.e. without conferring with other evaluators) scrutinise the quality of answers given by Supplier(s) in their Tender. Each evaluator will then allocate the mark for the answer in accordance with the marking scheme below. The scores will then be submitted for moderation as set out below.

Table 4		
Assessment	Mark	Description and Rationale
Unacceptable	0	<p>No response is provided.</p> <p>OR</p> <p>The response fails to address any of the relevant parts of the Specification.</p> <p>OR</p> <p>The response merely repeats the Specification without any details around how it will be achieved.</p>
Poor	1	<p>The response only addresses some of the evaluation criteria included in the question and with a varying level of detail and/ or consideration to the question purpose.</p> <p>The response includes some referencing to the relevant parts of the Specification but is missing important elements.</p> <p>Overall, the response leaves the Buyer concerned that the Supplier will not provide the required service to even the minimum required standards.</p>
Satisfactory	4	<p>The response addresses the majority of the evaluation criteria included in the question, addressing the how, what, when and/or who with at least a satisfactory level of detail.</p> <p>The response addresses how the Supplier will deliver the referenced Specification/ technical requirements with a satisfactory level of detail.</p> <p>Overall, the response provides a satisfactory level of confidence that the Supplier can provide the required service with support from the Buyer.</p>
Good	6	<p>The response addresses all of the response guidance included in the question addressing the how, what, when and/ or who with at least a good level of detail.</p> <p>The response also addresses how the Supplier will deliver all of the referenced Specification/ technical requirements and delivery expectations with a good level of detail.</p> <p>Overall, the response provides a good level of confidence that the Supplier can provide the required</p>

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Table 4		
Assessment	Mark	Description and Rationale
		service to the expected standards with only minimal support.
Very Good	8	<p>The response addresses all of the evaluation criteria included in the question, addressing the how, what, when and/ or who with a very good level of detail.</p> <p>The response also comprehensively addresses how the Supplier will deliver all of the referenced Specification/ technical requirements and delivery expectations and exceeds this with some appropriate referencing to other parts of the Specification. In addition, the response includes added value which is considered relevant and desirable to the Call-Off Contract.</p> <p>Overall, the response provides a very good level of confidence that the Supplier can provide the required service to a very good standard without any support, throughout the Call-Off Contract.</p>
Excellent	10	<p>The response addresses all of the evaluation criteria included in the question, addressing the how, what, when and/ or who with an excellent level of detail.</p> <p>The response also comprehensively addresses how the Supplier will deliver all of the referenced Specification/ technical requirements and delivery expectations and exceeds this with some appropriate referencing to other parts of the Specification.</p> <p>In addition, the response includes quantified and measurable added value and/ or innovation which is considered relevant, realistic, and desirable to the Call-Off Contract.</p> <p>Overall, the response provides an excellent level of confidence that the Supplier can deliver an excellent, flexible, and reliable service throughout the life of the Call-Off Contract.</p>

- 6.56. The moderator will review the marks allocated by the individual evaluators in the technical evaluation.
- 6.57. Where the scores allocated by individual evaluators in the technical evaluation are different, then the moderator will facilitate a conversation between the evaluators so that they can agree on the score to be awarded (where agreement cannot be reached the moderator has the final decision).

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- 6.58. Once moderated, the awarded mark will be multiplied by the relevant question weighting (as set out in the “Quality Sub-Criteria, Social Value Sub-Criteria and Weightings” table above) to produce a weighted score for that question.
- 6.59. The weighted score a Tender receives for each question will be added together to form that Tender’s aggregate quality score (“**Aggregate Quality Score**”). Each Aggregate Quality Score will then be converted into a Final Quality Score as follows:
- The Tender with the highest Aggregate Quality Score will be awarded a Final Quality Score of 80.
 - Each other Tender will receive a Final Quality Score based on the formula:

$$(a / b) \times 80$$

where:

a is the Aggregate Quality Score of the Tender whose Final Quality Score is being calculated; and

b is the highest Aggregate Quality Score

Example: (based on the highest Aggregate Quality Score being 800):

Supplier	Aggregate Quality Score	Calculation	Final Quality Score
A	800	Highest score	80
C	620	$(620/800) \times 80$	62
B	530	$(530/800) \times 80$	53
D	490	$(490/800) \times 80$	49

Evaluation of Commercial Envelope (Price Criterion)

- 6.60. The Pricing Proposal template in the Commercial Envelope (see Annex C) contains a list of pricing and supporting assumption fields for which Suppliers are required to submit a Tender (exclusive of VAT). Suppliers must complete all sections within the Pricing Proposal to be eligible for further evaluation.
- 6.61. The financial scores will be relatively assessed which is calculated as follows:
- The Tender with lowest Total Contract Price will be awarded a Final Price Score of 20.
 - The Tender will receive a Final Price Score based on the formula:

$$(a / b) \times 20$$

Where:

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a is the lowest Total Contract Price; and

b is the Total Contract Price of the Tender whose Final Price Score is being calculated.

Example (based on the lowest Total Contract Price being £1,660,000):

Supplier	Total Contract Price	Calculation	Final Price Score
C	£1,660,000	Lowest Total Contract Price	20
D	£1,740,532	$1,660,000/1,740,532 \times 20$	19.0746277575
A	£1,899,000	$1,660,000/1,899,000 \times 20$	17.4828857293
B	£1,950,000	$1,660,000/1,950,000 \times 20$	17.0256410256

Final Overall Score Calculation and Ranking

- 6.62. The Final Quality Score for the Supplier from the Technical Envelope will be combined with the Financial Price Score for the Tender from the Commercial Envelope to create the Final Overall Score for the Tender.
- 6.63. The Final Overall Scores will be ranked in order with the highest Final Overall Score.

Example:

Supplier	Final Quality Score	Final Price Score	Final Overall Score
A	80	17.4828857293	97.4828857293000
C	62	20	82
B	53	17.0256410256	70.0256410256000
D	49	19.0746277575	68.0746277575000

Tie Breaker

- 6.64. If, the Final Overall Scores of two or more Suppliers are tied as the highest Final Overall Score then a tie break process will be applied as follows:

Step 1 – The scores of the tied Suppliers in relation to the moderated pre-weighted for Quality Sub-Criteria 1.4.1 Knowledge & Experience will be compared. If one of the tied Suppliers has a higher score on Quality Sub-Criteria 1.4.1 (compared to the other tied Suppliers) then such Supplier with the higher score on Quality Sub-Criteria 1.4.1 will be recommended as the higher ranked Supplier (Preferred Supplier). If more than one tied Supplier has the same score on Quality Sub-Criteria 1.4.1, and that score is the highest score for Quality Sub-Criteria 1.4.1, then proceed to Step 2.

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Step 2 – The Suppliers who were tied at the end of Step 1 will be compared in Step 2. The scores of the tied Suppliers in relation to the moderated pre-weighted score for Quality Sub-Criteria 1.4.2 Service Delivery Model will be compared. If one of the tied Suppliers has a higher score on Quality Sub-Criteria 1.4.2 (compared to the other tied Suppliers) then such Supplier with the higher score on Quality Sub-Criteria 1.4.2 will be recommended as the higher ranked Preferred Supplier. If more than one tied Supplier has the same score on Quality Sub-Criteria 1.4.2, and that score is the highest score, then proceed to Step 3.

Step 3 – The Suppliers who were tied at the end of Step 2 will be compared in Step 3. The scores of the tied Suppliers in relation to the moderated pre-weighted score for Quality Sub-Criteria 1.4.3 Management of Delivery will be compared. If one of the tied Suppliers has a higher score on Quality Sub-Criteria 1.4.3 (compared to the other tied Suppliers) then such Supplier with the higher score will be recommended as the Preferred Supplier. If more than one tied Supplier has the same score on Quality Sub-Criteria 1.4.3, and that score is the highest score, then proceed to Step 3.

Step 4 – The Suppliers who were tied at the end of Step 3 will be compared in Step 4. The scores of the tied Suppliers in relation to the moderated pre-weighted score for Quality Sub-Criteria 1.4.4 Supplier Delivery Plan will be compared. If one of the tied Suppliers has a higher score on Quality Sub-Criteria 1.4.4 (compared to the other tied Suppliers) then such Supplier with the higher score on Quality Sub-Criteria 1.4.4 will be recommended as the Preferred Supplier. If more than one tied Supplier has the same score on Quality Sub-Criteria 1.4.4, and that score is the highest score, then proceed to Step 5.

Step 5 – The Suppliers who were tied at the end of Step 4 will be compared in Step 5. The scores of the tied Suppliers in relation to the moderated pre-weighted score for Quality Sub-Criteria 1.4.5 Capability and Capacity will be compared. If one of the tied Suppliers has a higher score on Quality Sub-Criteria 1.4.5 (compared to the other tied Suppliers) then such Supplier with the higher score on Quality Sub-Criteria 1.4.5 will be recommended as the Preferred Supplier. If more than one tied Supplier has the same score on Quality Sub-Criteria 1.4.5, and that score is the highest score, then proceed to Step 6.

Step 6 – The Suppliers who were tied at the end of Step 5 will be compared in Step 6. The scores of the tied Suppliers in relation to the moderated pre-weighted score for Social Value Sub-Criteria 1.4.6 Social Value, Health and Wellbeing will be compared. If one of the tied Suppliers has a higher score on Quality Sub-Criteria 1.4.6 (compared to the other tied Suppliers) then such Supplier with the higher score on Social Value Sub-Criteria 1.4.6 will be recommended as the Preferred Supplier.

Step 7 – The Suppliers who are tied at the end of Step 6 will be compared for Step 7. The Supplier with the lowest Total Contract Value will be recommended as the Preferred Supplier.

Contract Award – Assigning the Successful Supplier

- 6.65 The Tenders will be ranked in line with paragraph 6.62 (Final Overall Score Calculation and Ranking) and, where necessary, paragraph 6.64 (Tie Breaker). The successful Supplier will be recommended for contract award, subject to final internal governance.

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Contract Award – Notification

- 6.66 Once the Buyer has reached a decision in respect of the award of a Call-Off Contract, it will notify all Suppliers who have submitted a Tender of that decision and observe a standstill period from that date (if observed).
- 6.67 Call-Off Contract award is subject to the formal approval process of the Buyer. Until all necessary approvals are obtained, and the standstill period concluded, no Call-Off Contract(s) will be entered into.

Debrief to Unsuccessful Suppliers

- 6.68 At the commencement of the standstill period (if one is observed), the Buyer will provide all Suppliers with feedback on their Tender. Unsuccessful Suppliers will be provided with details of the characteristics and relative advantages of the successful Tender. The Buyer will provide an opportunity for debriefing of unsuccessful Suppliers after the standstill period (if observed).

7. Publication of Contract Award on Contracts Finder

- 7.1 Details of all Call-Off Contracts awarded with a value greater than twelve thousand pounds (£12,000) inclusive of Value Added Tax will be published on the Contracts Finder website.

8. Post Contract Award

- 8.1 The Buyer will be responsible for producing a final Call-Off Order Form and issuing the Call-Off Order Form for signing by the successful Supplier. The successful Supplier will be required to execute the final Call-Off Contract in the manner reasonably requested by the Buyer upon contract award, which may, for example, include scanned signature, e-signature, providing a “wet ink signature” or by affixing a common seal.

9. Customer Complaints Procedure

- 9.1 The Buyer has published a [Commercial Complaints Process](#) for use during competitive procurement.
- 9.2 This process gives details of:
- DWP Commercial Code of Practice – Competitive Tendering;
 - The DWP Commercial Complaints Process; and
 - Information to accompany a commercial complaint

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ANNEX A - QUALIFICATION ENVELOPE

- 1 The Qualification Envelope on the ePS portal contains 'Pass/Fail' questions and acts as a doorway for progression to the following stages of the evaluation. Suppliers are strongly advised to read and understand the specific guidance provided before responding to these questionnaires.
- 2 In addition to the Qualification Questionnaire Parts 1 and 2 on the ePS portal, the Supplier is required to respond to the following additional question detailed under 'Qualification Envelope: 1.8 Part 2 – Additional Questions'

‘Qualification Envelope: 1.6 Part 2 – Additional Questions’			
GUIDANCE	The following questions are 'Pass/Fail'. If Suppliers are unwilling or unable to answer "Yes", their submission will be deemed non-compliant and shall be rejected. The Supplier should confirm their answer by selecting the appropriate option from the drop-down menu.		
Question Number	Question	Max Score	Weighting (%)
1.6.1	Do you accept the draft form of Call-Off Contract, as set out at in the Order Form V2.0, as issued with the WorkWell NST ITT on 26 February 2024?	Pass/Fail	N/A
1.6.2	Does your completed Pricing Proposal fit within the Maximum Contract Value as specified by the Buyer in the Pricing Proposal template?	Pass/Fail	N/A

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ANNEX B - TECHNICAL ENVELOPE

- 1 The following Quality questions are designed to test the Supplier's ability to deliver the Services as set out in the Specification. The Supplier *MUST* answer all questions within the Technical Envelope.
- 2 Supplier responses must clearly demonstrate how they propose to meet the requirements set out in the question and address each element in the order they are asked.
- 3 Supplier responses should be limited to and focused on each of the component parts of the question posed. They should refrain from making generalised statements and providing information not relevant to the topic.
- 4 Whilst there will be no marks given to layout, spelling, punctuation and grammar, it will assist evaluators if attention is paid to these areas including identifying key sections within responses.
- 5 Suppliers will be marked in accordance with the marking scheme at paragraph 6.55, Table 4 of the Instructions.

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Qualitative Questions

2.3.1	Weighting	Max. Score
<p>Knowledge and Experience</p> <p>The Supplier will be required to work collaboratively with all parties, providing tailored expert advice, support and education regarding work and health services to all 15 (fifteen) Vanguards.</p> <p>Please describe your organisation's knowledge, skills and capabilities, and explain why these are appropriate to the delivery of the Services.</p> <p>Please provide a minimum of three (3) examples from within the last three (3) years, that demonstrate knowledge and experience which is relevant to the WorkWell NST. Your examples should include:</p> <ul style="list-style-type: none"> • A description of the service that was delivered; • The knowledge and experience you provided which demonstrates your capability to deliver the Services, and why this is relevant to the provision of the Services; • Contract values and dates; and • Previous or current customer details <p>Please describe how lessons learned from those examples can be used to inform the design and delivery of the Services.</p> <p>Your response will be assessed against the extent to which it demonstrated the following evaluation criteria:</p> <ul style="list-style-type: none"> • Evidence of working with NHS, local authorities and other public sector bodies, providing strategic leadership support and evidence-based planning and delivery, including a description of the types of tools and resources utilised. • Experience of developing and conducting maturity assessments to determine the current state of maturity of processes/practices and identify areas for improvement. • Experience of developing evidence-based integrated strategies (including evidence of strategic planning tools you have used), supported with detailed delivery plans to turn strategic plans into tangible outcomes. 	20	200

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<ul style="list-style-type: none"> • Experience of working with partners and a range of wider stakeholders (individuals, communities and organisations) to build shared understanding, knowledge and practices which can be used to support innovation. • Evidence of embedding a culture of supportive improvement through education and shared learning, to facilitate national and regional cross-system continuous improvement and build improved leadership opportunities/networks. • Evidence of developing cross system strategic leadership partnerships in employment or health services at a national level, to meet a common goal. • Evidence of creating and maintaining interrelationships and how you built a culture of collaboration. • Evidence of Lessons Learnt from the examples provided and how these will be used to inform the design and delivery of the Services. <p>Response Limit – four (4) pages, excluding diagrams.</p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing.</p>		
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2.3.2	Weighting	Max. Score
<p>Service Delivery Model</p> <p>It is expected that Services will be delivered in 3 phases:</p> <ul style="list-style-type: none"> • Phase 1 – strategic planning and service design. • Phase 2 – service implementation and delivery. • Phase 3 – learning and dissemination, lessons learnt, toolkit development, and final report. <p>Please explain how your proposed Service Delivery Model will operate. Your response should include as a minimum:</p> <ul style="list-style-type: none"> • How your Service Delivery Model will be structured to provide the Services, including (if applicable) the use of Key Personnel and/or Sub-contractors. Detail how your Service Delivery Model will enable you to support, Vanguards and Vanguard Partnerships. • How your proposed model will ensure delivery of the Services nationally to all fifteen (15) Vanguards. • Detail how your Service Delivery Model will enable you to support Vanguards with differing levels of maturity and 	20	200

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<p>how your delivery of the Services will be flexible to meet the needs of these differing levels of maturity.</p> <ul style="list-style-type: none"> • Detail how you will approach the delivery of the Services so that Vanguard areas are able to access and benefit from the Services and the expertise of the Key Personnel. Please include examples of tools that you would use in the context of the Services and their purpose. • Outline how you will ensure a consistently high standard of delivery of the Services to all Vanguard areas and across all Vanguard areas. <p>Your response will be assessed against the extent to which it demonstrated the following evaluation criteria:</p> <ul style="list-style-type: none"> • Evidence that your Service Delivery Model is structured to deliver all elements of the Services including tailored support aligned to the differing levels of maturity of each Vanguard/ and Vanguard Partnership. • Evidence that your Service Delivery Model incorporates the learning and change requirements of the Vanguards, in order to promote dissemination of knowledge, best practice, lessons learned, change management and education in relation to delivery of the WorkWell Services. • Evidence of your ability to deliver the Services to all fifteen (15) Vanguards on a national basis, noting that the location for delivery of the Services could be in any NHS Region within England. • Evidence that the Services you will provide will be flexible and allow differing levels of support, education and learning, dependent upon the maturity level of each individual Vanguard. • Evidence that you will ensure that the Services are delivered to a consistently high standard to all Vanguards, irrespective of their individual level of maturity and/or geographical location. <p>Response Limit – four (4) pages, excluding diagrams.</p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing.</p>		
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2.3.3	Weighting	Max. Score
Management of Complex Stakeholder Relationships	10	100

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<p>The Management of Complex Stakeholder Relationships across all Vanguards is critical to the success of the WorkWell Pilot Programme.</p> <p>Please describe:</p> <ul style="list-style-type: none"> • How you will identify, create and maintain the stakeholder relationships across the WorkWell Pilot Programme. • How you will manage the complex stakeholder relationships in the WorkWell Pilot Programme, whilst promoting best practice and resolving issues and conflict across the WorkWell Pilot Programme. • Your approach to Change Management, giving three (3) examples when you have implemented change in complex environments. • How you will enable the Vanguards to go faster and further in carrying out WorkWell Services and to promote national and regional cross-system education and learning. <p>Your response will be assessed against the extent to which it demonstrated the following evaluation criteria:</p> <ul style="list-style-type: none"> • Evidence that you understand and possess the tools and techniques required to identify, create and maintain stakeholder relationships across the WorkWell Pilot Programme. • Evidence of managing complex stakeholder relationships, promoting best practice and resolution of issues and conflict across multi-stakeholder programmes. • Evidence of successfully resolving issues and conflicts. • Evidence of promoting best practice your experience of successfully implementing change in multiple complex environments. • Evidence of successfully promoting cross-system education and learning on a regional and national basis. <p>Response Limit – two (2) pages, excluding diagrams.</p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing.</p>		
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2.3.4	Weighting	Max. Score
Supplier Delivery Plan	10	100

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<p>Please provide as a separate document a Draft Supplier Delivery Plan in .pdf format.</p> <p>As a minimum, this must include key activities, critical path, dependencies and completion dates for those activities, in the form of a Gantt or other appropriate chart.</p> <p>Please provide a supporting narrative to describe in full how you will implement the Services Phases 1, 2 and 3 at regular timed, and appropriate stages. Your response should take into account the specified requirements and associated timescales. The duration of each Phase is detailed below, although some elements of activity may take place across more than one Phase:</p> <p>Phase 1: May 2024 – October 2024</p> <p>Phase 2: From the date of approval of the Maturity Assessment Matrix Report by the Buyer – March 2026</p> <p>Phase 3: April 2025 – March 2026</p> <p>The narrative must include:</p> <ul style="list-style-type: none"> • A detailed description of how you will schedule, monitor and manage activities in accordance with the Supplier Delivery Plan (as defined in the Specification); • The escalation route for activities within the Supplier Delivery Plan; • Planning and provision of the Services and any Deliverables as per the Specification during Phase 1; • Planning and provision of the Services and any Deliverables as per the Specification during Phase 2; • Planning and provision of the Services and any Deliverables as per the Specification during Phase 3; and • All key risks and dependencies, including a RAG (Red, Amber, Green) rating for each and how they will be mitigated and managed, including the timeline for doing so, to ensure that provision of the Services and any Deliverables will commence and remain on time throughout the Call-Off Contract Period. 		
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<p>Your response will be assessed against the extent to which it demonstrates how the Supplier meets the following evaluation criteria:</p> <ul style="list-style-type: none">• Key activities, critical path, dependencies and completion dates are all clearly defined within the Supplier Delivery Plan.• Planned activities and completion dates are in line with Phases 1, 2 and 3 as per the Specification, and timelines are realistic and achievable.• Key deliverables are scheduled to the specified deadlines.• Key risks have been identified and RAG rated, with clear and appropriate mitigations defined.• The overall Supplier Delivery Plan provides assurance that provision of the Services and any Deliverables will commence and remain on time, throughout the Call-Off Contract Period. <p>Response Limit – two (2) pages. Excluding Delivery Plan</p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing.</p>		
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2.3.5	Weighting	Max. Score
<p>Capability and Capacity</p> <p>Please describe how you will ensure Supplier Personnel with the relevant specialist skills, knowledge, and ability, to provide the Services and the Deliverables will be in place from the Start Date of the Call-Off Contract and throughout the Call-Off Contract Period.</p> <p>Your response should outline how you will secure and utilise senior personnel, Key Personnel and the specialist skills required within your organisation, at appropriate times during the Call-Off Contract Period whilst ensuring national coverage across all fifteen (15) Vanguard areas.</p> <p>Please provide details of key personnel that you intend to use to provide the Services ("Key Personnel") by completing the template provided within the ITT ("Key Personnel Template").</p> <p>Please provide details of your Key Personnel's experience in delivering similar services to the Services, including but not limited to:</p> <p>Biography for each Key Person;</p> <p>Details of each Key Person's experience;</p> <p>Details what makes each Key Person unique in their ability to deliver the Services;</p> <p>Details of the collective experience, breadth of skills, and competences of the team of Key Personnel; and</p> <p>Details of any testimonials or results which support the ability of the Key Personnel to deliver the Services.</p> <p>Your response should provide a summary of the knowledge, skills, and experience of the Key Personnel who will be providing the Services and include an organogram. (We do not require a full CV for individuals).</p> <p>Your response will be assessed against the extent to which it demonstrates how the Supplier meets following evaluation criteria:</p> <ul style="list-style-type: none"> • Appropriately skilled specialist resources have been identified and will be in place, as planned, to deliver the Services throughout the Call-Off Contract Period. 	<p>10</p>	<p>100</p>

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<ul style="list-style-type: none"> Assurance is given that the Supplier Personnel to be utilised have the capacity to provide the Services to all fifteen (15) Vanguard throughout the Call-Off Contract Period. <p>Response Limit – three (3) pages. Excluding diagrams, biographies and organogram.</p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>		
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2.3.6	Weighting	Max. Score
<p>Social Value, Health and Wellbeing</p> <p>Please describe the commitment your organisation will make to ensure that opportunities under the Call-Off Contract deliver the “Policy Outcome” of improving health and wellbeing including the following criteria (see Annex E Social Value questions quick reference table for additional information).</p> <p>Measures to deliver any/all of the following benefits through the contract:</p> <ul style="list-style-type: none"> Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce; and Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. <p>Measures to raise awareness or increase the influence of staff, Suppliers, customers, communities and/or any other appropriate stakeholders to promote health and wellbeing, including physical and mental health, through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering. Please include:</p> <ul style="list-style-type: none"> your ‘Method Statement’, stating how you will achieve the Policy Outcome and how your commitment meets the Social Value Sub-Criteria; and 	10	100

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<ul style="list-style-type: none"> • 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. You should include but not be limited to: • Timed action plan • Use of metric • Tools/processes used to gather data • Reporting • Feedback and improvement • Transparency <p>Your response will be assessed against the extent to which it demonstrates how the Supplier meets the following evaluation criteria:</p> <ul style="list-style-type: none"> • Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce. Inclusive and accessible recruitment practices, development practices and retention-focussed activities including on recruiting, managing and developing people with a disability or health condition. • Actions to invest in the physical and mental health and wellbeing of the Supplier Personnel and the contract workforce • Methods to measure staff engagement over time and adapt to any changes in the results. • Processes for acting on issues identified. <p>Response Limit – two (2) pages.</p> <p>Responses must be presented using Arial font size 12 (English Language and black typeface) and single line spacing</p>		
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ANNEX C - COMMERCIAL ENVELOPE

Pricing Proposal – To be completed and uploaded to the Commercial Envelope.

Each Supplier's completed Pricing Proposal must not exceed the Maximum Contract Value, as specified by the Buyer in the Pricing Proposal template.

Suppliers will be required to provide clarification and explanation to the Buyer on any cost(s) detailed within their completed Pricing Proposal which appear abnormally low in accordance with Regulation 69 of the Public Contracts Regulations 2015. The Buyer will assess the information supplied and consult with the Supplier. Where the clarification provided does not satisfactorily account for the abnormally low cost(s), the Buyer reserves the right to reject the Supplier's Tender.

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ANNEX D – COMPANY WATCH AND FINANCIAL VIABILITY RISK ASSESSMENT

All Suppliers that submit a Tender response will be subject to a Company Watch financial stability assessment (resulting in an 'H Score'). Any Supplier whose H Score is 26 or more will be deemed financially stable and no further checks will be undertaken. Any Supplier whose H Score is 25 or less will be subject to a full Financial Viability Risk Assessment (FVRA) in accordance with this Annex D to these Instructions to Suppliers.

1. FINANCIAL VIABILITY RISK ASSESSMENT

- 1.1 The aim of the evaluation is to ensure Suppliers who proceed have sufficient resources to successfully deliver the contract with a minimal risk of failure. The assessment will consist of an evaluation of the accounts and other financial and organisational data that the prospective Supplier makes available to the Buyer.
- 1.2 If a Supplier has a Parent Company and is successful in a contract award, the Buyer may require a signed Parent Company Guarantee (PCG) (as set out at Annex F) to be in place prior to any potential and future contracts being signed. If the parent company is a charity, the Buyer would need to understand whether there is anything in the provisions of the charity's constitution that prevents them from being able to offer a PCG. In these circumstances the Buyer may require an alternative guarantor. Performance bonds, deposits, sub-contractor warranties or other forms of appropriate security may be required in appropriate circumstances.
- 1.3 The PCG will not be negotiable; however, there may be exceptional circumstances where the wording needs to be amended or a deed of guarantee supplied. These may include Special Purpose Vehicles (SPVs), frameworks, consortia and organisations that have parent companies based abroad.
- 1.4 In order for a like for like evaluation on organisations based abroad, the Buyer will require that all financial accounts are converted and supplied in GB sterling, stating the exchange rate used and the justification for this exchange rate.
- 1.5 A financial risk assessment based on the information provided (e.g. company accounts) and analysis of the accounts will consider the size of the business, its age and which sector of industry it is trading in, as well as focusing on appropriate ratio analysis and organisational growth. The financial appraisals will be conducted by suitably qualified and experienced staff to ensure an accurate, consistent and professional approach.
- 1.6 Suppliers' responses will be assessed on the following three assessment areas (Assessment Areas) and given a RAG rating as described in **Appendix 1**.
 - Organisational Stability;
 - Financial Stability; and

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- Growth Management.

- 1.7 If the assessment of any of the above areas produces a RAG rating of RED the result may be elimination from the procurement. An organisation that has a negative balance sheet (technically insolvent) will be given a RAG rating of RED. Further investigation and clarification will be required by the Buyer to fully understand the issues causing the red rating.
- 1.8 As part of such investigation and clarification, the Buyer may require the Supplier to provide supplementary information relating to the matters specified. If, following such clarification, the Buyer is satisfied that there are clear and robust mitigating circumstances, which provide satisfactory assurance that there is minimal risk of contract failure as demonstrated by the clarification and/or supplementary information provided, the Buyer reserves the right not to eliminate the Supplier from the procurement process.
- 1.9 If you identify that your organisation will be given a RAG rating of RED, but believe there to be mitigating circumstances, then you should submit an explanation and supporting evidence of the mitigating circumstances with your annual accounts.
- 1.10 For an organisation which receives an AMBER RAG rating, it may be necessary before contracting with that organisation, for a Supplier to supply additional evidence that the Supplier can manage the level of growth, from an organisational, financial and delivery perspective, including but not limited to the elements detailed in paragraph 3.7 of this Annex D. Appendix 1 describes the RAG ratings and related action across all areas of the assessment.

2. Organisational Stability

- 2.1 This section focuses on the overall stability of the organisation, assessed in accordance with **Appendix 2** and rated in accordance with the RAG ratings set out in Appendix 1. Using the Company's net balance data supplied in the financial statements, an assessment will be completed to determine the stability of the organisation.
- 2.2 If the assessment raises major concerns about the organisation [please see the ratings table at **Appendix 2** for more information] this will result in the organisation being given a RED rating which will result in the potential elimination from the process.
- 2.3 Organisations who do not fall into the above rating category will receive a GREEN rating in accordance with Appendix 1.

3. Growth Management

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- 3.1 This section provides an initial assessment of an organisation's ability to manage the contract. Please see **Appendix 3** for details that will be used in the assessment at this stage and shows the scoring mechanism for Turnover Growth. Turnover is defined as being the Turnover (Revenue) as stated in the Suppliers last accounts published at Companies House.
- 3.2 Turnover Growth analysis will focus on the contract limit, and an organisation's ability to manage a single contract.
- 3.3 If an organisation is awarded multiple contracts, the Buyer will apply this ratio on the combined contract value.
- 3.4 This analysis will be used to identify how the organisation is likely to achieve the following:
- **Financial Strength** - can the organisation cope financially with the size of contract or asset requirement; and
 - **Capacity** - does the organisation have the resource to carry out the work?
- 3.5 The Buyer will assess each Supplier's ability to carry out and complete the contract and will calculate an organisational threshold initially based on 100% of their turnover including other contracts. Organisational / group / SPV structures will also be taken into account, where appropriate, as part of this financial threshold calculation. It is anticipated that this financial threshold must be equal to or higher than the annual Call-Off Contract value to progress.
- 3.6 Failure to meet the threshold will not mean automatic elimination from the competition, but further assurances will be sought by the Buyer regarding the organisation's ability to grow and cope with the requirements of the Call-Off Contract. Failure to provide these assurances will result in elimination from the competition.
- 3.7 Further assurances will be utilised to explore financial and non-financial elements to further measure growth potential. This will be dependent on contract size. The non-financial elements will include, but not be limited to:
- Strategic Management;
 - Supply Chain Management;
 - Infrastructure;
 - People and Skills;
 - Policies and Procedures;
 - Historic trend of turnover and current orderbook potential;
 - Cash flow statements and management accounts; and
 - Other relevant financial information.

4. Financial Stability

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- 4.1 This section involves completing a ratio analysis of the financial information contained in the Supplier's financial statements and will inform the outcome of this part of the assessment.
- 4.2 Two ratios will be analysed: the Acid Test ratio (1) and the Debt ratio (2). Please see **Appendix 4** for further details of the scoring that will be attributed to this assessment.

5. Outcome

- 5.1 The overall outcome of the analysis is intended to produce a field of Suppliers considered viable to deliver the Call-Off Contract.

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Appendix 1

RAG Ratings

The following table defines the RAG Ratings and related outcome of each RAG Rating.

RAG Rating	Outcome
RED - Potential Elimination	<p>Supplier exits the exercise subject to paragraphs 1.7 to 1.10 of this Annex D.</p> <p>A Red rating in relation to any part of the assessment can lead to potential elimination, even if Green ratings have been received in relation to other areas.</p>
AMBER - Tentative Progression	<p>Supplier progresses to next stage, but analysis continues and a dialogue commences between DWP and the organisation, including but not limited to the elements detailed in paragraph 3.7 of this Annex D.</p> <p>The possibility of elimination at a later date does exist but is not definite.</p>
GREEN - Progression	<p>Supplier progresses in the procurement.</p>

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Appendix 2

Ratings Table for Assessment Areas

The following table shows the possible ratings which may result from an assessment in any of the Assessment Areas:

Assessment Area	Assessment Finding	Outcome	RAG Rating
Organisational Stability	Negative Balance Sheet means Total Assets minus Total Liabilities (technically insolvent).	Elimination from the process subject to paragraph 1.9 of this Annex D	RED
	The organisation is actually insolvent or is in the process of being declared insolvent.	Elimination from the process.	RED
	The organisation has been wound up or is in the process of being wound up.	Elimination from the process.	RED
	The organisation is in administration or in the process of being put into administration.	Elimination from the process.	RED
Turnover Growth – see Appendix 2	Turnover Growth – under minimum contract value	Elimination from the process subject to paragraph 3.6 of this Annex D	Amber
	Turnover Growth – over minimum contract value.	Progression	Green
Financial Stability – see Appendix 3	Acid Test and or Debt Ration are Red	Eliminated from the process	RED
	Acid Test and or Debt Ratio are Amber.	Tentative progression or progression dependent on outcome analysis	Amber

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	Acid Test and Debt Ratio are both Green	Progression	Green
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Appendix 3

Turnover Growth Methodology

The table below shows the scoring mechanism for Turnover Growth (referred to in section 3 of this Annex D).

Matter Assessed	Score
Turnover Growth	>100% = Red 100% or less = Green

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Appendix 4

Financial Stability

The scoring of the ratios will be done in accordance with the following:

Ratio Test	Score
Acid Test Ratio	1.1 or greater = 5 >0.8 or less than 1.1 = 3 0.8 or less = 1
Debt Ratio	0.5 or less = 5 >0.5 or less than 1.0 = 3 1.0 or greater = 1

- i) All Suppliers will be given an Amber, Red or Green risk rating based on the total score they achieve in these ratio tests. Green and Amber risk rated Suppliers will be deemed as having passed the financial ratio tests. Red rated Suppliers will be deemed to have failed the financial ratio tests and will be eliminated from the procurement.
- ii) For those Suppliers achieving an Amber rating, DWP Commercial Finance may seek further clarification and reassurance that any potential risks can be fully mitigated.
- iii) Suppliers scoring below 2 in total are given a Red rating; Suppliers scoring between 2 and 6 marks in total are given an amber rating; Suppliers scoring above 6 marks in total are given a green rating.
- iv) Acid Test Ratio = $(\text{Current Assets} - \text{Inventory}) / \text{Current Liabilities}$
- v) Debt Ratio = $\text{Total Liabilities} / \text{Total Assets}$

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ANNEX E – SOCIAL VALUE QUESTIONS QUICK REFERENCE TABLE

Theme 5: Wellbeing		Policy Outcome: Improve health and wellbeing	
Model Evaluation Question	Model Award Criteria (MAC)	Model Response Guidance for tenderers and evaluators	Reporting Metrics
Using a maximum of [insert number ⁹] characters describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Award Criteria. Please include: <ul style="list-style-type: none"> your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and 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. You should include but not be limited to: <ul style="list-style-type: none"> timed action plan use of metrics tools/processes used to gather data reporting feedback and improvement transparency 	Effective measures to deliver any/all of the following benefits through the contract: <ul style="list-style-type: none"> MAC 7.1: Demonstrate action to support health and wellbeing, including physical and mental health, in the contract workforce. MAC 7.2: Influence staff, suppliers, customers and communities through the delivery of the contract to support health and wellbeing, including physical and mental health. 	<p>Sub-criteria for MAC 7.1: Support health and wellbeing in the workforce</p> <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> Understanding of issues relating to health and wellbeing, including physical and mental health, in the contract workforce. Inclusive and accessible recruitment practices, development practices and retention-focussed activities including those provided in the Guide for line managers on recruiting, managing and developing people with a disability or health condition. Actions to invest in the physical and mental health⁹ and wellbeing of the contract workforce. Illustrative examples: <ul style="list-style-type: none"> implementing the 6 standards in the Mental Health at Work commitment and, where appropriate, the mental health enhanced standards for companies with more than 500 employees in Thriving at Work with respect to the contract workforce, not just 'following the recommendations'. public reporting by the tenderer and its supply chain on the health and wellbeing of staff comprising the contract workforce, following the recommendations in the Voluntary Reporting Framework. engagement plans to engage the contract workforce in deciding the most important issues to address. Methods to measure staff engagement over time and adapt to any changes in the results. Processes for acting on issues identified. <p>Sub-criteria for MAC 7.2: Influencing support for health and wellbeing</p> <p>Activities that demonstrate and describe the tenderer's existing or planned:</p> <ul style="list-style-type: none"> Measures to raise awareness or increase the influence of staff, suppliers, customers, communities and/or any other appropriate stakeholders to promote health and wellbeing, including physical and mental health, through its performance of the contract, e.g. through engagement; co-design/creation; training and education; partnering/collaborating; and volunteering. 	<ul style="list-style-type: none"> Percentage of all companies in the supply chain under the contract to have implemented measures to improve the physical and mental health and wellbeing of employees. Percentage of all companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment. Number of companies in the supply chain under the contract to have implemented the 6 standards in the Mental Health at Work commitment. Percentage of all companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work. Number of companies in the supply chain under the contract to have implemented the mental health enhanced standards, for companies with more than 500 employees, in Thriving at Work.

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ANNEX F – PARENT COMPANY GUARANTEE

DATED

PARENT COMPANY GUARANTEE

between

THE SECRETARY OF STATE FOR WORK AND PENSIONS

and

[INSERT NAME OF PARENT COMPANY]

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THIS DEED is dated

[DATE]

PARTIES

- (1) **THE SECRETARY OF STATE FOR WORK AND PENSIONS** whose address is Caxton House, Tothill Street, Greater London, SW1H 9NA (“the **Buyer**”); and
- (2) **[INSERT NAME OF PARENT COMPANY]** incorporated and registered in **[INSERT COUNTRY WHERE PARENT COMPANY REGISTERED]** with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (“the **Guarantor**”).

BACKGROUND

- (1) By an agreement dated on or about the date of this guarantee (“the **Contract**”, which term includes all amendments to, variations of, or supplements to such agreement, from time to time in force), the Buyer has agreed to engage **[INSERT NAME]** (“the **Supplier**”) to deliver **[INSERT DETAILS]**.
- (2) It is a condition of the Contract **[being awarded to the Supplier]** that the Supplier ensures the execution and delivery to the Buyer of a parent company guarantee substantially in the form of this guarantee.
- (3) The Guarantor has agreed to guarantee the due performance of the Contract by the Supplier.
- (4) It is the intention of the Parties that this document be executed as a deed.

AGREED TERMS

1 Interpretation

- 1.1 Unless the context requires otherwise, the definitions and rules of interpretation in the Contract shall apply in this guarantee.
- 1.2 A reference in this deed to this guarantee shall be construed as a reference to this deed of guarantee.

2 Obligations of The Guarantor

- 2.1 In consideration of the Buyer entering into the Contract with the Supplier, the Guarantor agrees:
 - 2.1.1 as primary obligor, to guarantee to the Buyer the due and punctual performance by the Supplier of each and all of the obligations, representations, warranties, duties and undertakings of the Supplier under and pursuant to the Contract when and if such obligations, representations, warranties, duties and undertakings shall become due and performable according to the terms of the Contract;
 - 2.1.2 in addition to its obligations set out in clause 2.1.1, to indemnify the Buyer against all losses which may be awarded against the Buyer or which the Buyer may otherwise incur arising out of, under or otherwise in connection with the Contract whether arising under statute, contract or at common law

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including without limitation by reason of any default by the Supplier of its obligations, representations, warranties, duties and undertakings under and/or pursuant to the Contract save that, subject to the other provisions of this guarantee (including without limitation clause 2.1.3), this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are imposed on the Supplier under the Contract; and

- 2.1.3 to indemnify the Buyer against all losses whether arising under statute, contract or at common law which may be awarded against the Buyer or which the Buyer may otherwise incur if any obligation guaranteed by the Guarantor is or becomes totally or partially unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

3 Liability

- 3.1 The Guarantor agrees that it shall not in any way be released from liability under this guarantee by any act, omission, matter or other thing whereby (in absence of this provision) the Guarantor would or might be released in whole or in part from liability under this guarantee including, without limitation and whether or not known to the Guarantor:
- 3.1.1 any arrangement made between the Supplier and the Buyer;
 - 3.1.2 any alteration in the obligations undertaken by the Supplier whether by way of any addendum or variation referred to in clause 4 or otherwise;
 - 3.1.3 any waiver or forbearance by the Buyer whether as to payment, time, performance or otherwise;
 - 3.1.4 the taking, variation, renewal or release of, the enforcement or neglect to perfect or enforce any right, guarantee, remedy or security from or against the Supplier or any other person;
 - 3.1.5 any unenforceability, illegality or invalidity of any of the provisions of the Contract or any of the Supplier's obligations under the Contract, so that this guarantee shall be construed as if there were no such unenforceability, illegality or invalidity;
 - 3.1.6 any legal limitation, disability, incapacity or other circumstances relating to the Supplier, or any other person; or
 - 3.1.7 the dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, Liquidation or the appointment of an administrator or receiver of the Supplier or any other person.

4 Addendum or Variation

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The Guarantor by this guarantee authorises the Supplier and the Buyer to make any addendum or variation to the Contract, the due and punctual performance of which addendum and variation shall be likewise guaranteed by the Guarantor in accordance with the terms of this guarantee.

5 Guarantee

- 5.1 This guarantee shall be a primary obligation of the Guarantor and accordingly the Buyer shall not be obliged before enforcing this guarantee to take any action in any court or arbitral proceedings against the Supplier, to make any claim against or any demand of the Supplier, to enforce any other security held by it in respect of the obligations of the Supplier under the Contract or to exercise, levy or enforce any distress, diligence or other process of execution against the Supplier. In the event that the Buyer brings proceedings against the Supplier, the Guarantor shall be bound by any findings of fact, interim or final award or judgment made by an arbitrator or the court in such proceedings.
- 5.2 This guarantee is a continuing guarantee and accordingly shall remain in full force and effect (notwithstanding any intermediate satisfaction by the Supplier, the Guarantor or any other person) until all obligations, warranties, duties and undertakings now or hereafter to be carried out or performed by the Supplier under the Contract have been satisfied or performed in full and is not revocable and is in addition to and not in substitution for and shall not merge with any other right, remedy, guarantee or security which the Buyer may at any time hold for the performance of such obligations and may be enforced without first having recourse to any such security.

6 Outstanding Payments

- 6.1 Until all amounts which may be or become payable under the Contract or this guarantee have been irrevocably paid in full, the Guarantor shall not as a result of this guarantee or any payment or performance under this guarantee be subrogated to any right or security of the Buyer or claim or prove in competition with the Buyer against the Supplier or any other person or demand or accept repayment of any monies or claim any right of contribution, set-off or indemnity and any sums received by the Guarantor or the amount of any set-off exercised by the Guarantor in default of this provision shall be held by the Guarantor in trust for and shall be promptly paid to the Buyer.
- 6.2 The Guarantor shall not hold any security from the Supplier in respect of this guarantee and any such security which is held in default of this provision shall be held by the Guarantor in trust for and shall promptly be transferred to the Buyer.
- 6.3 Until all amounts which may be or become payable under the Contract or this guarantee have been irrevocably paid in full, if (notwithstanding the provisions of clause 6.1 and clause 6.2) the Guarantor has any rights of subrogation against the Supplier or any rights to prove in a Liquidation of the Supplier, the Guarantor agrees to exercise such rights in accordance with the directions of the Buyer.

7 Change of Control

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The Guarantor shall not be discharged of its obligations under this Guarantee in the event there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010, save unless the Buyer gives its prior written consent to an assignment of the guarantee by the Guarantor to another entity of comparable financial standing.

8 Payment and Expenses

- 8.1 Each payment to be made by the Guarantor under this guarantee shall be made in pounds sterling, free and clear of all deductions or withholdings of any kind, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor shall pay that additional amount which is necessary to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.
- 8.2 The Guarantor shall pay interest on any amount due under this guarantee from the day after the date on which payment was due up to and including the date of payment in full (whether before or after judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
- 8.3 The Guarantor shall reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this guarantee.

9 Settlement

Any settlement or discharge between the Buyer and the Supplier and/or the Guarantor shall be conditional upon no settlement with security or payment to the Buyer by the Supplier or the Guarantor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or law relating to bankruptcy, insolvency or Liquidation for the time being in force and accordingly (but without limiting the Buyer's other rights hereunder) the Buyer shall be entitled to recover from the Guarantor, as if such settlement or discharge had not occurred, the value which the Buyer has placed upon such settlement or security or the amount of any such payment.

10 Warranties

10.1 The Guarantor warrants and confirms to the Buyer that:

- 10.1.1 it is duly incorporated with limited liability and validly existing under the laws of its jurisdiction of incorporation;
- 10.1.2 it has full power under its memorandum and articles of association or equivalent constitutional documents in the jurisdiction in which it is established to enter into this guarantee;
- 10.1.3 it has full power to perform the obligations expressed to be assumed by it or contemplated by this guarantee;
- 10.1.4 it has been duly authorised to enter into this guarantee;
- 10.1.5 it has taken all necessary corporate action to authorise the execution, delivery and performance of this guarantee;

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- 10.1.6 this guarantee when executed and delivered, will constitute a legally binding obligation on it enforceable in accordance with its terms;
- 10.1.7 all necessary consents and authorisations for the giving and implementation of this guarantee have been obtained; and
- 10.1.8 it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice of any violation of any applicable laws, ordinances, regulations, rules, decrees, awards, permits or orders which may affect its ability to perform under this guarantee.

10.2 The Guarantor warrants and undertakes to the Buyer that it will take all necessary action directly or indirectly to perform the obligations expressed to be assumed by it or contemplated by this guarantee and to implement the provisions of this guarantee.

10.3 The Guarantor warrants and confirms to the Buyer that it has not entered into this guarantee in reliance upon, nor has it been induced to enter into this guarantee by any representation, warranty or undertaking made by or on behalf of the Buyer (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this guarantee.

11 Assignment

The Buyer shall be entitled by notice in writing to the Guarantor to assign the benefit of this guarantee at any time to any person without the consent of the Guarantor being required and any such assignment shall not release the Guarantor from liability under this guarantee.

12 Notices

12.1 Any notice to or demand on the Guarantor to be served under this guarantee may be by letter (sent by hand, post, registered post or by the recorded delivery service) or by facsimile transmission or electronic mail (confirmed in either case by letter) to the Guarantor at its address appearing in this guarantee or at such other address as it may have notified to the Buyer in accordance with this clause 12.

12.2 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

13 Waiver

13.1 No delay or omission of the Buyer in exercising any right, power or privilege under this guarantee shall impair or be construed as a waiver of such right, power or privilege nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies of the Buyer provided for in this guarantee are cumulative and not exclusive of any rights or remedies provided by law.

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13.2 A waiver given or consent granted by the Buyer under this guarantee will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

13.3 A waiver by the Buyer shall not constitute a continuing waiver and shall not prevent the Buyer from subsequently enforcing any of the provisions of this guarantee.

14 Severability

The invalidity, illegality or unenforceability in whole or in part of any of the provisions of this guarantee shall not affect the validity, legality and enforceability of the remaining part or provisions of this guarantee.

15 Contracts (Rights of Third Parties) Act 1999

It is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that this guarantee is not intended to, and does not, give to any person who is not a party to this guarantee any rights to enforce any provisions contained in this guarantee except for any person to whom the benefit of this guarantee is assigned or transferred in accordance with clause 11.

16 Governing Law

16.1 This guarantee and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) is governed by and shall be construed in accordance with English law.

16.2 The Guarantor submits to the exclusive jurisdiction of the English courts for all purposes relating to this guarantee and any disputes or claims arising out of, or in connection with, its subject matter or formation (including non-contractual disputes or claims) [and the Guarantor irrevocably appoints [INSERT NAME] as its agent for service of process.

17 Entire Agreement

17.1 This guarantee contains the whole agreement between the Parties relating to the transactions contemplated by this guarantee and supersedes all previous agreements between the Parties relating to the transactions.

17.2 Each party acknowledges that in entering into this guarantee, it has not relied on any representation, warranty, collateral contract or other assurance (except those set out in this guarantee and the documents referred to in it) made by or on behalf of any other party before the date of this guarantee. Each party waives all rights and remedies which, but for this clause 17.2, might otherwise be available to it in respect of any such representation, warranty, collateral contract or other assurance.

17.3 Nothing in clause 17.2 limits or excludes any liability for Fraud.

This deed has been entered into on the date stated at the beginning of it.

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EXECUTED as a deed by [INSERT NAME OF GUARANTOR] acting by two directors or by one director and the secretary or one director and a witness:

Director

Signature

Name

Director/Secretary/Witness
(delete as appropriate)

Signature

Name

AND

EXECUTED as a Deed by affixing the Common Seal of the Secretary of State for Work and Pensions acting as part of the Crown in the presence of:

Name of Authorised Officer:

Signature

