**DOCUMENT 2**

**Yorkshire and Humber NHS Pharmaceutical Purchasing Consortium**

**TERMS OF OFFER**

1. **The Yorkshire & Humber NHS Pharmaceutical Purchasing Consortium**
   1. The Leeds Teaching Hospitals NHS Trust (LTHT) hosts the Yorkshire and Humber NHS Pharmaceutical Purchasing Consortium (The Consortium / Authority). The Consortium is primarily responsible for the procurement of medicines and medicines services for 14 acute trusts and the relevant mental health trusts aligned to each trust within the Yorkshire & Humber NHS Region. The aim of the Consortium is to support its members in delivering savings on medicines expenditure, whilst improving and maintaining the quality of medicines. The Consortium will undertake procurement of medicines on behalf of other eligible organisations e.g., Pan North collaborative arrangements (Y&H, NENC, and NW NHS Regions) or wider national NHS Trust catchment as approved by the Consortium. Provision for addition of new member organisations during the course of any framework agreement resulting from this procurement exercise is required.
   2. The YHPPC (‘Authority’) is conducting this procurement exercise as a central purchasing body to establish a framework agreement (the ‘Framework Agreement’) for and on behalf of the Participating Authorities with whom the suppliers appointed to the Framework Agreement (‘Successful Offerors’) will ultimately enter into contracts under the Framework Agreement for the supply of the goods and the provision of services. The Participating Authorities are the organisations specified in Document 7 YHPPC Member & Eligible Participating Organisations and Document 5 Framework Agreement for the supply of goods and the provision of services.
   3. The Authority will not be a party to any such subsequent contracts under the Framework Agreement. In accordance with Regulation 37 of the Public Contracts Regulations 2015, each Participating Authority is and shall remain responsible for the conduct of its award of contracts under the framework agreement, including (but not limited to) fulfilling the requirements imposed by Regulation 33 of the Public Contracts Regulations 2015 when conducting an award of contract(s) under the Framework Agreement.
   4. The Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:
      1. The conduct of Participating Authorities in relation to the Framework Agreement.
      2. The acts or omissions of a Participating Authority in connection with a contract between the successful Offeror and the Participating Authority entered into pursuant to the Framework Agreement; or
      3. The performance or non-performance of a contract between the successful Offeror and the Participating Authority entered into pursuant to the Framework Agreement.
   5. Offerors taking part in this competition consent to the terms set out in this Invitation to Offer as part of the competition process.
   6. All correspondence relating to this tender document, and to any subsequent contract, must be addressed to:

Amanda Stephenson - Pharmacy Contracts Manager

Yorkshire and Humber NHS Pharmaceutical Purchasing Consortium

c/o The Leeds Teaching Hospitals NHS Trust

Moor House, 125 Moor Road,

Hunslet, Leeds LS10 2JQ

Tel: (0113) 3927016

E-mail: [amanda.stephenson1@nhs.net](mailto:amanda.stephenson1@nhs.net)

Paul Turton - Medicines Assurance Manager

Tel: (0113) 3927025

E-mail: [paul.turton@nhs.net](mailto:paul.turton@nhs.net)

During the tendering period, questions must be sent via the e-tendering system. <https://health-family.force.com/s/Welcome>

1. **The Framework Agreement**
   1. The purpose of this tender is to provide a collaborative approach for the supply of a range of aseptically prepared; batch manufactured products (and where applicable patient specific doses) in ready-to-administer presentations (Unlicensed Parenteral Nutrition), ordered by and delivered in varying quantities (direct award mini competition or a combination) to Participating Authorities in the Yorkshire and Humber Region, Please refer to Document 7 YHPPC Member & Eligible Participating Organisations list for full details of member Trusts associated with this tender.
   2. This Framework Agreement allows any NHS, local authority and any partially funded or fully funded public sector entity to benefit from the framework without a complicated or expensive procurement cycle. Access to the agreement is subject to approval via YHPPC, no organisation outside of YHPPC should be provided access to the resulting framework pricing without the prior agreement of YHPPC.
   3. The Framework Agreement will be available for use by Other Contracting Bodies (OCB’s) throughout the whole of the UK, including Northern Ireland, Scotland and Wales as described in the Find A Tender advert with the prior agreement of YHPPC
   4. This framework agreement will be achieved by utilising a standardised risk-based approach to the quality assessment of medicines and suppliers in order to:
      1. Ensure consistent high quality of product
      2. Minimise risk to patients
      3. Maximise cost effectiveness
      4. Increase efficiency
      5. Reduce duplication of workload
      6. Maintain security and sustainability of supply
   5. This procurement exercise concerns the conclusion of a multiple provider framework agreement for the supply of Unlicensed Parenteral Nutrition, incorporating direct awards, mini competition or a combination as made available under the Public Contracts Regulations 2015. One or more successful Offerors will be appointed to supply goods and/or service on the terms agreed to such of the customers participating in the agreement as may place orders for such goods from time to time.
   6. Suppliers will be awarded to this Unlicensed Parenteral Nutrition Framework Agreement for a period of 3 years with the option to extend for a further 12-month extension.
   7. Only suppliers awarded to this Unlicensed Parenteral Nutrition Framework Agreement will be invited to take part in further calls for competition ‘mini competitions’ for specific product and ad-hoc (emergency) requirements during the life of the Unlicensed Parenteral Nutrition Framework Agreement.
   8. Scope of the tender relates to provision of a range of aseptically prepared batch manufactured products in ready-to-administer presentations.
   9. The Offeror will have the option to agree to product support in the form of the aseptically prepared, batch manufactured products in ready-to-administer presentations as part of any planned or unplanned shutdowns involving a Pharmacy Aseptic Unit based in on and/or more of the Participating Authority’s region.
   10. The further calls for competition ‘mini competitions’ will be for a time period defined in the specific mini competition documentation.
   11. The aim of the YHPPC is for each product lot to be awarded to multiple suppliers based on quality as per Document 6a Parenteral Nutrition (PN) Award Criteria Methodology, Document 8 Specification tender responses PART A and PART B
   12. Each product range is deemed to be a separate lot for the application of the award criteria.
   13. The Authority reserves the right to divide the framework agreement by accepting any number of Offers
   14. The products required and indicative annual volumes of usage are given in Document 6 Commercial Schedule
   15. The Authority cannot mandate the Participating Authorities to place any orders or anyparticular level of orders, nor can it require them to place orders with particular successful Offerors. It follows that the Authority can give no warranty that any successful Offerors will receive any business or any particularlevel of business under the contract agreement
   16. By submitting an offer, an offeror is deemed to acknowledge and agree that
       1. the supply of goods under any framework agreement resulting from this procurement exercise is not an exclusive arrangement; and
       2. despite the establishment of any Framework Agreement in accordance with this procurement exercise, the Authority and/or any of the Participating Authorities may at any time purchase goods from (and/or enter into other contracts and framework agreement with) any third party that are the same as, or similar to, the goods described in Document 6a Parenteral Nutrition (PN) Award Criteria Methodology, Document 8 and 8 Specification tender responses PART A and PART B.
   17. The following events could result in additional procurement exercises and/or re-opening of the competition
       1. New member organisations joining the Consortium requiring access to existing Framework Agreement(s) as approved by the Consortium.
       2. Additional product requirements e.g., to meet changing needs of NHS or to accommodate requirements of new member organisations joining the Consortium.
       3. Price reviews e.g., increased volumes of activity/doses resultant from changes in NHS practice and/or new member organisations joining the Consortium.
       4. Additional products may be agreed between the Authority and the supplier(s) during the course of the Framework Agreements as a result of a further call for mini competition.
       5. As part of the change control process alternative products may be agreed between Authority and the supplier(s) during the course of the Framework Agreement. Such additions may be incorporated into mini ~~competitions.~~
2. **Information and confidentiality**
   1. Information that is supplied to Offerors as part of the procurement exercise is supplied in good faith. However, Offerors must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Offerors of such information, unless such information has been supplied fraudulently by the Authority.
   2. All information supplied to Offerors by the Authority in connection with this procurement exercise shall be regarded as confidential. By receiving information in any manner whatsoever in relation to this procurement exercise, Offerors agree to be bound by the obligation to preserve the confidentiality of all such information.
   3. All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement - including ensuring value for money and related aspects of good procurement practice.
   4. For these purposes, the Authority may disclose within Government any of the Offerors documentation/information (including any that the Offeror considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Offeror to the Authority during this procurement. The information will not be disclosed outside Government. Offerors taking part in this competition consent to these terms as part of the competition process.
   5. This Invitation to Offer and its accompanying documents shall remain the property of the Authority and shall be returned to the Authority on demand.
3. **Freedom of Information Act 2000 and Environmental Information Regulations 2004**
   1. The Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (refer to as ‘FOIA) applies to the Authority.
   2. Offerors should be aware of the Authority’s obligations and responsibilities under the FOIA to disclose, on request, recorded information held by the Authority. Information provided by Offerors in connection with this procurement exercise, or in connection with any Framework Agreement that may be concluded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA applies.
   3. In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA and/or the Environmental Information Regulations 2004, the Authority may consider it appropriate to ask Offerors for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Authority must comply with a strict timetable and the Authority would, therefore, expect a timely response to any such consultation within five working days (a working day being any day of the week from Monday to Friday excluding Bank holidays in England).
   4. If Offerors provide any information to the Authority in connection with this procurement exercise, or with any framework agreement that may be concluded as a result of this exercise, which is confidential in nature and which an Offeror wishes to be held in confidence, then Offerors must clearly identify in their offer documentation the information to which Offerors consider a duty of confidentiality applies. Offerors must give a clear indication which material is to be considered confidential and why it is considered to be so, along with the time period for which it is requested to remain confidential in nature. Such indications by Offerors shall also include the section number in FOIA for the applicable exemption and where the proposed exemption is classified as a qualified exemption under FOIA, Offerors must indicate clearly why they think that the result of the public interest test applicable under FOIA should be that the information is exempt. This information should be listed in Document 4 (Commercially Sensitive Information). The use of blanket protective markings such as “commercial in confidence” will no longer be appropriate. In addition, marking any material as “confidential” or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. Please note that even where an Offeror has indicated that information is confidential, the Authority may be required to disclose it under the FOIA if a request is received.
   5. The Authority cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
   6. In certain circumstances where information has not been provided in confidence, the Authority may still wish to consult with Offerors about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
   7. The decision as to which information will be disclosed is reserved to the Authority, notwithstanding any consultation with Offerors.
4. **Right to publish - Transparency agenda**
   1. By submitting an Offer, an Offeror is deemed to acknowledge and agree that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, this Invitation to Offer and the content of any framework agreement resulting from this procurement exercise will be published in accordance with the Government's policies on transparency as expounded in the Guidance published by the Cabinet Office. Further information on transparency can be found at: <https://www.gov.uk/government/policies/buying-and-managing-government-goods-and-services-more-efficiently-and-effectively>
   2. The Authority shall be responsible for determining whether any of the content of the Framework Agreement is exempt from disclosure in accordance with the provisions of the FOIA. The terms of the proposed Framework Agreement will also permit a public sector Authority, awarding a contract under this Framework Agreement, to publish the text of that contract, subject to possible redactions at the discretion of the Authority.
5. **Prices**
   1. Prices are to remain open and valid for acceptance for 270 days from the closing date of the tender.
   2. Price Firm Period (i.e., not subject to variation) for the duration of the framework agreement that may result from this procurement exercise subject only to any variation provisions contained in the framework agreement and documents incorporated within it
   3. Prices must be quoted in sterling (GBP) and exclusive of Value Added Tax
   4. Prices must be provided in the Commercial Schedule (Document 6 Commercial Schedule)
6. **Documentation**
   * 1. Offers must be submitted for one or more product ranges.
        1. The goods offered should be strictly in accordance with the specifications set out in Document 8 Parenteral Nutrition (PN) Specification Tender Response (PART A), Document 8 Parenteral Nutrition (PN) Specification Tender Response (PART B)

Document 6 Parenteral Nutrition (PN) Commercial Schedule

**7.3** Alternative goods may be offered but all differences between such items and the specification must be indicated in detail within the tender response.

**7.4** The response and accompanying documents must be completed in full. Any offer may be rejected which:

**7.4.1** contains gaps, omissions, or obvious errors, including non-return of documents listed in 7.6 below

**7.4.2** is received after the closing date

**7.5** The offer submission must be clear, concise, and complete. The Authority reserves the right to exclude Offerors from the procurement exercise if their bids are ambiguous or lack clarity. Offerors should submit only such information as is necessary to respond effectively to this Invitation to Offer. Unless specifically requested, do not include extraneous presentation materials.

**7.6** When submitting any additional supporting documentation, you must highlight within the attached document where the information relevant to the specification point can be found.

**7.7** Offer Return documents must Comprise:

**7.7.1** Standard Selection Questionnaire (SSQ), parts 1,2 and 3, fully completed on the electronic tendering system (Atamis)

**7.7.2** Document 3 Certificate of bona fide offer and non-Canvassing fully completed on the electronic tendering system (Atamis)

**7.7.3** Document 6 Parenteral Nutrition (PN) Commercial Schedule

**7.7.4** Document 8 Parenteral Nutrition (PN) Specification Tender Response (PART A)

**7.7.5** Document 8 Parenteral Nutrition (PN) Specification Tender Response (PART B)

**7.7.6** Document 4 Commercially sensitive information (optional)

**7.8** For help in completing the tender response documentation / commercial and / or technical queries please send a message via Atamis message system; <https://health-family.force.com/s/Welcome>. (A supplier user guide is also available in the Supplier document section within Atamis). Please note that any queries raised and the responses to those queries may be published anonymously to all offerors in order to ensure transparency and fairness throughout the tender period.

**7.9** All clarification questions raised will be responded to by no later **Friday 18th August 2023**

**7.10** Offers must be written in English and submitted to the Authority’s electronic tendering system by **12:00hrs Monday 4th September 2023**

1. **Amendments to the invitation to offer**
   1. At any time prior to the closing time and date for the return of offers, the Authority may modify the documents comprising the Invitation to Offer by notifying Offerors via the e-Tendering System (Atamis).
   2. The Authority may extend the closing time and date for the return of offers to allow for significant amendments made by the Authority to be fully assessed and taken into account by Offerors.
2. **Estimated Quantities**
   1. Estimated quantities, where inserted in the tender documents, shall indicate only the probable requirements for the period referred to and the Authority shall not be bound by these figures (unless otherwise agreed). It must be noted that the estimates are based on information provided by current suppliers from actual usage and information provided by Participating Authorities bespoke systems, Pharmex and Define, and may include third party provider usage. This may differ from future usage as forecasting methods have not been used. Offerors are requested to base their prices on these indicative volumes.
3. **Alternative Proposals**
   1. Offerors are invited to submit alternative proposals if applicable that result in a beneficial offer to the Authority. All proposals should conform to UK Procurement Regulations.
   2. Offerors wishing to discuss such proposals at pre-tender submission stage should send a message via the e-tendering system (ATAMIS) requesting a call.
4. **E-Auction**
   1. This tender will not include an electronic reverse auction stage
5. **Authority rights**
   1. The Authority reserves the right to:
      1. waive or change the requirements of this Invitation to Offer from time to time without prior (or any) notice being given by the Authority.
      2. seek clarification or documents in respect of an Offerors submission.
      3. disqualify any Offeror that does not submit a compliant Offer in accordance with the instructions in this Invitation to Offer.
      4. disqualify any Offeror that is guilty of serious misrepresentation in relation to its Offer or the procurement process.
      5. withdraw this Invitation to Offer at any time, or re-invite Offers on the same or any alternative basis
      6. accept an Offer either in whole or in part, each item being for this purpose treated as offered separately
      7. choose not to award any framework agreement as a result of the procurement process for any reason
      8. make whatever changes it sees fit to the timetable structure, or content of the procurement process, depending on approvals processes or for any other reason; and/or
      9. at any time terminate the procurement process for any reason.
6. **Warnings and disclaimers**
   1. While the information contained in this Invitation to Offer is believed to be correct at the time of issue, neither the Authority, its employees or advisors, nor any participating authority accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from this Invitation to Offer and in respect of any other written or oral communication transmitted (or otherwise made available) to any Offeror. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Authority.
   2. If an Offeror proposes to enter into a framework agreement with the Authority, it must rely on its own enquiries and on the terms and conditions set out in the Framework Agreement(s) (as and when finally executed), subject to the limitations and restrictions specified in it.
   3. Neither the issue of this Invitation to Offer, nor any of the information presented in it, should be regarded as an offer, commitment, or representation on the part of the Authority (or any other person) to enter into a contractual arrangement.
7. **Eligibility evidence - Standard Selection Questionnaire (SSQ)** 
   1. This is a mandatory requirement of the Public Contracts Regulations 2015 and any Offeror not completing and returning a satisfactory Standard Selection Questionnaire will be excluded from the tender exercise. See evaluation methodology Document 10 Standard Selection Questionnaire SQ Award Criteria Methodology
   2. Offerors are required to provide information about their eligibility for this procurement exercise and some of that information will be self-certified as accurate. This procurement exercise is following the Public Contracts Regulations 2015 and as such all Offerors must complete a Standard Selection Questionnaire.
   3. The e-tendering system (Atamis) has been configured to allow Offerors to submit the mandated self-declarations of suitability, financial status and ability; it is used to collate preliminary evidence in all public procurement procedures above UK threshold.
   4. The self-declaration enables the Offerors to prove that:
      1. They are not in one of the situations in which they must be excluded or may be excluded from the procedure
      2. They meet the relevant exclusion and selection criteria
   5. Evaluation Methodology. This section of the Invitation to Offer sets out the criteria that the Authority will use to evaluate Offerors SSQ submission.
      1. Assessment of Standard Selection Questionnaire (SQ) - Parts 1, 2 and 3 of the SQ must be completed fully with satisfactory answers.
      2. If any part of this Stage 3 Assessment of SQ is not satisfactory the Suppliers will be removed from the tender and not be awarded onto the framework.
      3. Completion of the SQ will be completed in the via the Atamis e-tendering system <https://health-family.force.com/s/Welcome>

1. **Contract award criteria and award methodology**
   1. A full description of the award criteria and award methodology for this procurement exercise to be used is provided in
      1. Document 6a Parenteral Nutrition (PN) Award Criteria Methodology.
      2. Document 8 Parenteral Nutrition (PN) Specification Tender Response (PART A)
      3. Document 8 Parenteral Nutrition (PN) Specification Tender Response (PART B)

Please refer to these documents for required details and information.

* 1. A full description of the award criteria and award methodology for the Standard Selection Questionnaire (SSQ) can be found in Document 10 Standard Selection Questionnaire (SSQ) Award Criteria Methodology

1. **Evaluation panel**
   1. Offers will be evaluated by an evaluation panel against the award criteria. The evaluation panel may comprise of members of the Yorkshire and Humber NHS Pharmaceutical Purchasing Consortium, NHS Trust pharmacy procurement group representatives, NHS England commissioners and clinical experts. We reserve the right to invite offerors to a post tender clarification meeting during the evaluation period. The panel membership is
      1. Regional Medicines Assurance Manager
      2. Regional QA Specialist Pharmacist
      3. Contracts Manager
      4. Regional Specialist Procurement Officer
2. **Final decision to award**
   1. Following evaluation of Offers in accordance with the award methodology set out in this Invitation to Offer, the Offers who provide the tender response satisfying the award criteria and Methodology process set out in this Invitation to Offer will be awarded the framework agreement.
   2. Once the Authority has decided to make an award of a Framework Agreement the Authority will inform all Offerors via the e-Tendering System (Atamis) of its intention to award a Framework Agreement.
   3. At any time following a standstill period of ten days, and subject to there being no substantive challenge to that intention, a Framework Agreement will be formally awarded.
   4. Participating Authorities may choose a capable Supplier(s) with whom to place an Order in the following way:
      1. By choosing the Supplier who demonstrably offers best value for money for its requirement when judged against the criteria of:
         1. Speed of available response, (including without limitation, capacity to meet required deadlines and, where relevant, geographical location);
         2. Quality (including as appropriate: capability, expertise, past performance, availability of resources and proposed methods of undertaking the work); or
         3. Price
         4. Product accessibility.
   5. The Supplier (Offeror) and the Authority will abide by Schedule 1 to Schedule 7 of Document 5 NHS Framework Agreement for The Supply of Goods and Provision of Services. The Participating Authority, as detailed in Document 7 YHPPC Member & Eligible Participating Organisations, and the Supplier(s) will complete the Annex to Schedule 7 of Document 5 - NHS Framework Agreement for The Supply of Goods and Provision of Services once the contract has been awarded.
3. **Costs and expenses**
   1. The Authority will not be liable for any bid costs, expenditure, work or effort incurred by any Offeror in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority
4. **Contract monitoring**
   1. Suppliers must provide monthly sales data by the 10th working day of the following month to the Authority
   2. Suppliers must provide key performance indicator (KPI) datasets and management information reports to the Authority by the 10th working day of the following month
   3. Twice yearly or at a more frequent interval, if required, contract monitoring meetings and annual service review meetings will be arranged to support ongoing contract management.
5. **Delivery**
   1. Delivery shall be made within seven days of receipt of an order. Where there is any doubt of the ability to meet this requirement, the Supplier must contact the ordering point to alert of any potential delay together with the anticipated date of delivery. Standard delivery cycles which are important to despatch dates should be indicated on Tender Returns.
6. **Variation to contract**
   1. During the period of Contract any application for a variation to terms must refer exclusively to items contained in that Contract. Submission of a standard circular will not be entertained as a request for variation.
7. **Termination**
   1. NHS Commercial Medicines Unit (CMU) may issue tenders on National/Regional levels which Participating Authorities may participate in. As a consequence, where awards are made by CMU which affect awards made by Yorkshire & Humber NHS Pharmaceutical Purchasing Consortium (YHPPC), The YHPPC reserve the right to terminate awards made under Yorkshire & Humber NHS Pharmaceutical Purchasing Consortium agreement.
   2. The NHS Framework Agreement for the Supply of Goods and the Provision of Services (document 5) provides further details on termination requirements.

1. **Activity Based Income**
   1. Activity Based Income Management Charge (ABI Management Charge) of 1% (one percent) is payable against this Framework Agreement. In consideration of the award of this Framework Agreement for Non YHPPC Participating Authorities (and any subsequent Call-Off Contracts resulting from this Framework Agreement) and the management and administration by the Authority of the overall contractual structure and associated documentation, the Supplier shall pay to the Authority the ABI Management Charge in accordance with section 23.6. Each payment shall be made to a nominated bank account of the Authority as notified to the Supplier (Offeror) from time to time.
   2. Access to the Agreement is subject to approval via The Yorkshire and Humber NHS Pharmaceutical Purchasing Consortium (YHPPC) (Authority), no organisation outside of current YHPPC members should be provided access to the resulting pricing without the prior agreement of YHPPC. Please refer to Document 7 YHPPC Member & Eligible Participating Organisations for a list of all organisations.
   3. Following a request from non-member organisation to access the Contract, the YHPPC (Authority) team will issue the organisation a Contract Access Form which is to be signed and returned to the YHPPC.
   4. The ABI Management Charge is not to be listed as a separate charge or value on customer’s invoices.
   5. The ABI will be calculated against total spend on product as listed in Document 6 Commercial Schedule and maintained throughout the framework duration as detailed in the Framework Agreement
   6. The ABI Management Charge invoiced by the Supplier to Non YHPPC Members Participating Authorities under the Call-Off Contracts is excluding VAT will be reported under Management Information to be supplied against the Framework. Requirements for Management Information Reporting are detailed in Document 6b Contract Management Information. Collection of Management Information below.
   7. The Management information reporting will be used for:
      * 1. Spend & savings reporting
        2. ABI Management Charge calculation
        3. Demand management & feedback to customers
   8. Based on the Contract Management Information provided by the Supplier to the Authority in accordance with Clause 23.6 and Clause 24.1 to 24.10 and receipt of an invoice from the Authority in accordance with Clause 23.8, the Supplier shall pay the ABI Management Charge to the Authority within 14 days of receipt of the invoice. Invoices will typically be issued at a three-monthly interval and no more frequently than monthly or less frequently than annually.
   9. The Supplier will pay the ABI Management charge as a consolidated payment with the frequency detailed in Clause 23.8 above. Charges invoiced in this regard will be the Reconciled ABI Management Charge, and payment is to be made within 14 days as detailed in Clause 23.8 above
   10. If a Participating Authority does not pay the invoice referred to in Clause 23.6, either in whole or in part, Clause 23.1 shall continue to apply.
   11. With respect to Clause 23.5, the ABI Management Charge shall apply to the full charges specified in each and every Call Off Contract and the Supplier agrees and acknowledges that the Authority may in addition to any other remedy they may have to treat any failure to pay the ABI Management Charge as a fundamental breach of the terms of this Framework Agreement.
   12. The ABI Management Charge is deemed to be exclusive of Value Added Tax (VAT). Where VAT is payable on the ABI Management Charge it shall be paid by the Supplier on production of a valid VAT invoice.
   13. Interest shall be payable by the Supplier to the Authority on any late payments of the ABI Management Charge under this Framework in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 and as detailed on the invoice.
   14. The Authority will incur no costs whatsoever or howsoever incurred in relation to the Supplier's compliance with Clause 23
   15. In the event of any dispute on the amount of ABI Management Charge payable by, and or owing by, and or due to the Supplier, the following provisions shall apply:
       1. If following an audit by the Authority of the Supplier pursuant to Clause above or if in the reasonable opinion of the Authority, the Reconciled ABI Balance is at odds with values obtained from Contract Management Reporting information collated from users of the Framework and/or the Supplier has failed to pay the Authority the correct payment, the Authority shall provide a written notice to the Supplier detailing:
2. the discrepancies between the amount of the Reconciled ABI Payment identified in the invoicing and/or paid by the Supplier and such sums calculated by the Authority as being due and payable by the Supplier, together with calculations and supporting evidence.
3. the reasonable time period by which any Reconciled ABI Balance due to the Authority, if any, shall be paid by the Supplier.
   * 1. The Supplier shall have 5 Working Days from receipt to respond in writing, confirm and detail its reasons for the miscalculation or underpayment, together with supporting calculations.  If the Supplier has not responded within the requirements of this Clause 23.15.2 it shall be deemed to have accepted the identified discrepancy and shall pay the Authority any additional charges/monies identified.
     2. If the Parties are unable to agree any amount of the ABI Management Charge payable by the Supplier to the Authority the dispute shall be resolved in accordance with NHS Standard Terms and Conditions for Dispute Resolution.

**Collection of Management Information**

* 1. Management Information Reports are required from the Supplier monthly in arrears, supplied in the format specified in the Document 6b Contract Management Information Template.
  2. Reports shall be submitted via the data template spreadsheet and emailed to the Y&H Regional Team [leedsth-tr.yhregionalcontracting@nhs.net](mailto:leedsth-tr.yhregionalcontracting@nhs.net) (or any successor system with adequate advance notification provided to suppliers) by 18:00 on the 10th working day of the following month unless agreed otherwise. The Supplier must provide the requested data on or before the requested date, failure to comply with this could be treated as a fundamental breach of the terms of this Framework Agreement.
  3. The Supplier must nominate a Data Provider; a person who is responsible for submitting Contract Management Information data on behalf of the Supplier.
     1. The Supplier must inform the Authority if a new Data Provider is appointed, or their contact details change
  4. The Data Provider will be required to submit the Contract Management Information detailing all sales of Goods and/or Service under this Framework Agreement. Please see Document 6a Parenteral Nutrition (PN) Award Criteria Methodology and Document 6b Contract Management Information.
  5. The Data Provider will receive an automated notification email when submissions are due or late. The Supplier is responsible for timely submission of the Contract Management Information prior to the stated deadline whether in receipt of this notification or not
  6. Submitted data is validated by the data analyst within the Authority; The Data Provider must correct the errors and resubmit the amended Contract Management Information. The Supplier is responsible for ensuring successful upload of the Contract Management Information prior to the stated deadline.
  7. If there is no activity during a term, the Data Provider must still advise by email a “NIL Return”.
  8. The Supplier must use the supplied Contract Management Information Template which can be found in Document 6b Contract Management Information
  9. From time to time the Contract Management Information Template may be updated to make improvements; the Authority will notify the Data Provider of such changes with and will be supplied with the latest template before the next submission is due.
  10. The Supplier shall supply the Participating Authorities with data which they may reasonably request to monitor contract performance and stock management

1. **Procurement exercise timetable**
   1. The following is the anticipated timetable for the procurement exercise and Offerors should note that these dates are indicative and are subject to change upon notice from the Authority. Offerors should also note and observe the timetable for the receipt of clarification queries under this procurement exercise as shown on the Atamis website.
   2. The Offeror will make themselves available for two 10 working day periods during the Evaluation process to allow for direct contact to resolve clarification questions.
   3. The Offeror will nominate members of the Quality Assurance / Quality Control management team to be available during the evaluation contact period.

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| **Tender Stage** | **Date** |
| Supplier Tender clarification question deadline | **18th August 2023** |
| YHPPC deadline to respond to clarification questions | **25th August** |
| Tender Documents Returned to YHPPC via the e-tendering system Atamis | **4th September 2023 (12:00 deadline)** |
| Evaluation - Supplier Clarification Direct Contact Period 1 | **9th October 2023 to 13th October 2023** |
| Evaluation - Supplier Clarification Direct Contact Period 2 | **30th October to 3rd November 2023** |
| Evaluation Period Ends | **November 2023** |
| Authority Board Approval to Award Ends | **January 2024** |
| Pre-Award notification issued to Offerors | **January 2024** |
| Award | **February 2024** |
| Agreement Commences | **1st March 2024** |