

Invitation to Tender

for

The Provision of Smart Heating Systems

National Framework Agreement

Project Ref: F/056/SHS/18/IB

Tender Process:

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

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1. BACKGROUND TO THIS FRAMEWORK AGREEMENT

The UK public sector is facing a period of intense financial pressure to reduce costs. Authorities are looking towards innovative solutions to help reduce their cost base and increase efficiency through better management of their estate and its energy consumption.

This Framework Agreement will provide Participating Authorities with the means to implement Smart Heating Systems. Smart Heating systems incorporate control and communications technology with energy-saving heating systems to reduce costs and carbon emissions associated with heating. Solutions primarily involve the installation of high-efficiency heaters that are connected, via a building's electrical circuit and/or wirelessly to each other and to external analytics and control centres enabling monitoring and control of energy usage, system status reporting and software updates. The system will be scalable, with units working individually and together to create a coherent platform for managing buildings to drive efficiencies across estates. The system should require zero maintenance input from the end-user and approach as close as possible a "heating as a service" model.

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service seeks to introduce a new commercial Framework Agreement which will allow UK public bodies to procure Smart Heating Systems with no further competition. This will enable Participating Authorities to act quickly in realising efficiencies.

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

The Countess of Chester Hospital NHS Foundation Trust's Commercial Procurement Service anticipates appointing the highest scoring Bidder (which has met the minimum requirements which are set out in these ITT documents) to supply the goods and services described within the specification at SCHEDULE A - Framework Agreement Specification of this ITT.

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

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

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

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

3. BACKGROUND TO THE PUBLIC SECTOR AND NHS

The public sector in the United Kingdom (UK) is comprised of many organisations. These include: ministries or departments of central government such as the Cabinet Office, Department of Health (including the National Health Service (NHS)) and Ministry of Justice; local authorities, such as councils and social services; wider public bodies such as fire and rescue services, police authority services, educational authorities, universities and public broadcasting; and utilities agents, such as water authorities. UK public sector procurement bodies must comply with the Public Procurement Regulations, as derived from European Union (EU) treaty principles. These mandate a regulated contract and tender procedure for opportunities above a certain financial threshold, which varies depending on the type of organisation and type of procurement being undertaken.

The National Health Service (NHS) in the UK is representative of over 400 health organisations including Hospital Trusts, Mental Health Trusts, Ambulance Trusts, Foundation Trusts, Clinical Commissioning Groups, Commercial Support Units and Community Health Trusts. The landscape is one of constant evolution and change.

To promote transparency, The Countess of Chester Hospital NHS Foundation Trust wishes to establish a Framework Agreement for use by all UK public sector bodies (and any future successors to these organisations). To provide bidders with information on potential users of the Framework Agreement the following organisations are considered the core client base:

Central Government Departments, Local Government and Public Corporations that can be accessed at the Public Sector Classification Guide:

<https://www.ons.gov.uk/economy/nationalaccounts/uksectoraccounts/datasets/publicsectorclassificationguide>

Please note Central Government departments may be subject to Government Digital Service approval before using the Framework Agreement.

Local Authorities (England and Wales)

<http://www.local.gov.uk/digital-councils/connect/a-z-councils-online>
www.ubico.co.uk

Non-Departmental Public Bodies (NDPDs)

<https://www.gov.uk/government/organisations>

National Parks Authorities

<http://www.nationalparks.gov.uk/>

Educational Establishments in England and Wales, maintained by the Department for Children, Schools and Families including Schools, Universities and Colleges but not Independent Schools

<http://www.education.gov.uk/edubase/home.xhtml>

Police Forces in the United Kingdom

<https://www.police.uk/contact/force-websites/>

Police Forces and Special Police Forces in the United Kingdom, and/or Police and Crime Commissioners (as defined by the Police Reform and Social Responsibility Act 2011) and/or the Police Authorities (as defined in the Police Act 1964, Police Act 1996, Serious Organised Crime and Police Act 2005, Police and Justice Act 2006, Police, Public Order and Criminal Justice (Scotland) Act 2006), and other relevant legislation for the constituent parts of the United Kingdom, for their respective rights and interests

Fire and Rescue Services in the United Kingdom

<http://www.fireservice.co.uk/information/ukfrs>

<http://www.nifrs.org/areas-districts/>

<http://www.firescotland.gov.uk/your-area.aspx>

NHS Bodies England

<http://www.nhs.uk/ServiceDirectories/Pages/AcuteTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/CCGListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/MentalHealthTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/CareTrustListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/AreaTeamListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/SpecialHealthAuthorityListing.aspx>

<http://www.nhs.uk/ServiceDirectories/Pages/OtherListing.aspx>

Hospices in the UK

<https://www.hospiceuk.org/about-hospice-care/find-a-hospice?qclid=CPLU3cD7zdECFdaRGwodNeoDyw>

Registered Social Landlords (Housing Associations)

<https://www.gov.uk/government/publications/current-registered-providers-of-social-housing>

Third Sector and Charities in the United Kingdom

<http://www.charitycommission.gov.uk/find-charities/>

<http://www.oscr.org.uk/search-charity-register/>

<http://www.charitycommissionni.org.uk/charity-search/>

Citizens Advice in the United Kingdom

<http://www.citizensadvice.org.uk/index/getadvice.htm>

www.cas.org.uk

<http://www.citizensadvice.co.uk/>

Scottish Public Bodies

The framework agreement will be available for use by any Scottish Public Sector Body: the Authority; Scottish Non-Departmental Public Bodies; offices in the Scottish Administration which are not ministerial offices; cross-border public authorities within the meaning of section 88(5) of the Scotland Act 1998; the Scotland Office; the Scottish Parliamentary Corporate Body; councils constituted under section 2 of the Local Government etc. (Scotland) Act 1994

(except where they are acting in their capacity as educational authority); Scottish joint fire boards or joint fire and rescue boards; Scottish joint police boards or any successor National Police or Fire Authority; Scottish National Park authorities, bodies registered as social landlords under the Housing (Scotland) Act 2001, Scottish health boards or special health boards, Student Loans Company Limited, Northern Lighthouse Board, further or higher education institutions being fundable bodies within the meaning of section 6 of the Further and Higher Education (Scotland) Act 2005 any public body established by or under the Scotland Act 1998 or any Act of the Scottish Parliament, any association of or formed by one or more of the foregoing, bodies financed wholly or mainly by one or more of the foregoing, bodies subject to management supervision by one or more of the foregoing and bodies more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, being appointed by one or more of the foregoing.

Scottish Government

<http://www.gov.scot>

Scottish Parliament

<http://www.scottish.parliament.uk/abouttheparliament/27110.aspx>

Scottish Local Authorities

<http://www.gov.scot/About/Government/councils>

<http://www.scotland-excel.org.uk/home/Aboutus/Ourmembers/Associate-members.aspx>

Scottish Agencies, NDPBs

<http://www.gov.scot/Topics/Government/public-bodies/about/Bodies>

Scottish NHS Bodies

<http://www.gov.scot/Topics/Health/NHS-Workforce/NHS-Boards>

<http://www.show.scot.nhs.uk/organisations/>

Scottish Further and Higher Education Bodies

<http://www.universities-scotland.ac.uk/index.php?page=members>

<http://www.collegesscotland.ac.uk/member-colleges.html>

http://www.sfc.ac.uk/aboutus/council_funded_institutions/WhoWeFundColleges.aspx

Scottish Police

<http://www.scotland.police.uk/your-community/>

Scottish Housing Associations

http://www.sfha.co.uk/component/option,com_membersdir/Itemid,149/view,membersdir/

The Scotland Office

<https://www.gov.uk/government/organisations/scotland-office>

Registered Social Landlords (Housing Associations) - Scotland

<http://directory.scottishhousingregulator.gov.uk/pages/default.aspx>

Scottish Primary Schools

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

Scottish Secondary Schools

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

Scottish Special Schools

<http://www.educationscotland.gov.uk/parentzone/myschool/findaschool/index.asp>

Welsh Public Bodies

National Assembly for Wales, Welsh Assembly Government and Welsh Local Authorities, and all bodies covered by:

<http://www.assembly.wales/en/Pages/Home.aspx>

<http://gov.wales>

NHS Wales

<http://www.wales.nhs.uk/ourservices/directory>

Housing Associations – Registered Social Landlords Wales

<http://gov.wales/topics/housing-and-regeneration/publications/registered-social-landlords-in-wales/?lang=en>

Universities in Wales

<http://www.uniswales.ac.uk/universities/>

Colleges in Wales

<http://www.collegeswales.ac.uk/Find-a-College>

Schools in Wales (nursery, primary, middle, secondary, special, independent schools and pupil referral units)

<http://gov.wales/statistics-and-research/address-list-of-schools/?lang=en>

Northern Ireland Public Bodies

Northern Ireland Government Departments

<http://www.northernireland.gov.uk/gov.htm>

Northern Ireland Public Sector Bodies and Local Authorities

<https://www.nidirect.gov.uk/contacts/contacts-az/general-register-office-northern-ireland>

Schools in Northern Ireland

<http://apps.education-ni.gov.uk/appinstitutes/instmain.aspx>

Universities in Northern Ireland

<https://www.nidirect.gov.uk/articles/universities-and-colleges-northern-ireland>

Health and Social care in Northern Ireland

<http://www.hscni.net/>

Northern Ireland Housing Associations

http://www.nihe.gov.uk/index/about/contact_us_home/your_nearest_office.htm

Police Service of Northern Ireland

<http://www.psnipolice.uk/index.htm>

Any corporation established, or a group of individuals appointed to act together, for the specific purpose of meeting needs in the general interest, not having an industrial or

commercial character, and (i) financed wholly or mainly by another contracting authority listed above in this section of this ITT;

(ii) subject to management supervision by another contracting authority listed above in this section of this ITT; or

(iii) more than half of the board of directors or members of which, or, in the case of a group of individuals, more than half of those individuals, are appointed by another contracting authority listed above in this section of this ITT

(iv) an association of or formed by one or more of the Contracting Authorities listed above in this section of this ITT

Entities which are not public sector bodies may also use the Framework Agreements if the Authority is satisfied that:

- such entity is calling-off goods and/or services directly, solely and exclusively in order to satisfy contractual obligations to one or more public sector bodies, all of which are entitled to use the Framework Agreements on their own account;
- all goods to be called-off by it are to be used directly, solely and exclusively to provide goods and/or services at sites occupied by such public sector body(ies); and
- it will pass the benefit of the call-off contract to such public sector body(ies) directly, in full and on a purely “pass-through” basis. Accordingly there must be no mark-up, management fee, service charge or any similar cost solely in relation to the supply of goods and/or services imposed on the relevant public sector body(ies), who must be able to benefit from the terms of the Framework Agreements in a like manner and to the same extent as if using the Framework Agreements on its/their own account.

Any ‘bodies governed by public law’ which under the Public Contracts Regulations 2015 means bodies that have all of the following characteristics

- (a) they are established for the specific purpose of meeting needs in the general interest, not having an industrial or commercial character;
- (b) they have legal personality; and
- (c) they have any of the following characteristics:—
 - (i) they are financed, for the most part, by the State, regional or local authorities, or by other bodies governed by public law;
 - (ii) they are subject to management supervision by those authorities or bodies; or
 - (iii) they have an administrative, managerial or supervisory board, more than half of whose members are appointed by the State, regional or local authorities, or by other bodies governed by public law.

4. HOW THE FRAMEWORK WILL OPERATE

This Framework Agreement will be a single supplier Framework Agreement and as such no further competition will be required once awarded. Participating Authorities wishing to call-off from the Framework Agreement may engage directly with the successful framework supplier and finalise their requirements based on organisation size, speciality and existing state of technological and organisational maturity. The Framework Agreement will run for a

four year term; however call-off contracts may exceed this period provided that contracts are awarded within the Framework Agreement term.

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

1. The successful Supplier canvasses potential Client Organisations to generate interest.
2. Interested Client Organisations will be directed to information about this Framework Agreement.
3. Client Organisations can then liaise directly with the Framework Manager to satisfy themselves that the Framework Agreement meets their need.
4. The Framework Manager will issue the Client Organisations with a briefing pack and a copy of the Framework Agreement.
5. The Client Organisations award a call-off contract. At this point, the Client Organisation will be referred to as a Participating Authority. Please see section 12 below for details of the process that Client Organisations will follow to award a call off contract.
6. The Framework Manager will issue the Client Organisation with a unique reference number which the Client Organisation can use to call-off the goods and services under this Framework Agreement. Client Organisations attempting to engage the successful Supplier without the unique reference number are doing so outside of the remit of this Framework Agreement and as such the Framework Manager can offer no assurance on legal compliance.
7. The Participating Authority will use the model contract templates as developed within this Framework Agreement.
8. The Supplier will promote the Framework Agreement at all opportunities with a drive towards a single NHS framework agreement.
9. The Supplier shall provide the Framework Manager with timely, accurate and complete MI Reports each Month on the Reporting Date using the MI Reporting Template. The MI Reporting Template is embedded within SCHEDULE B - TEMPLATE FRAMEWORK AGREEMENT and provided as a separate attachment to this ITT for information.
10. The Framework Manager will monitor expenditure through the successful Supplier's MI Reports. Management fees as detailed within this ITT will be invoiced based on this information at the rate stated. Invoices will also be issued monthly and will be due within 30 days. All management fees set out within this ITT are payable by the Supplier to the Framework Manager, Commercial Procurement Services.
11. Quarterly reviews will be held between the Supplier and the Framework Manager. The Supplier will be expected to submit quarterly framework updates to the Framework Manager in advance of these meetings/calls. As part of these, the Supplier will provide updates on their organisation, sales, marketing, and highlight any issues affecting sales under the Framework Agreement.

5. HOW THIS INVITATION TO TENDER PROCESS WILL WORK.

Open Procedure

Following the close of the ITT period, bids will be opened by the assessment panel. Where prerequisites have been applied, these will be assessed as the first stage of the evaluation. Failure to meet any prerequisite will result in your bid being immediately rejected. If all prerequisites are satisfied, your bid will be assessed using the award criteria laid out in this Invitation to Tender. Following the conclusion of the evaluation, you will be issued

notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid(s), along with narrative as to how the scores were applied and the characteristics and relative advantages of the winning bids. A minimum 10 calendar day standstill period will follow prior to concluding the Framework Agreement which will be formed upon the exchange and signing of Framework Agreement documents. Where a single Tender is received, no standstill period will be required. Following the signing of the Framework Agreement documents an Award notice will be published in the Official Journal of the European Union and on the UK Government's Contracts Finder website.

6. TIMETABLE

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

Description	Date/Period
OJEU advertisement sent for publication	8 January 2019
Last date and time for the submission of Clarification Questions	1 February 2019 17:00 hours
Invitation To Tender closing date and time.	7 February 2019 14:00 hours
Opening of Tenders and commencement of evaluation process.	8 February 2019
End of evaluation process and notification of intent to award. Standstill period begins.	Week commencing 18 February 2019
Framework Agreement conclusion and launch date.	11 March 2019

7. INVITATION TO TENDER

7.1 Bidders/Tenderers

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

The terms Bid and Tender are similarly used interchangeably.

7.2 Contracting Authorities

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

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

7.3 Acceptance of bids

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part each item being for this purpose treated as offered separately. The Framework Manager reserves the right to award the Framework Agreement for the supply of the goods and services described within and arising out of this procurement process to more than one Supplier.

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

8. COMMUNICATION

8.1 Clarification Questions from Bidders

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

The last date and time for the submission of Clarification Questions is 1 February 2019 at 1700 GMT.

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

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

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

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

8.2 Clarification Questions from Framework Manager

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

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

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

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

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

9. RETURN OF BIDS

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

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

The Framework Manager does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, The Framework Manager reserves the right to award a place on the proposed Framework Agreement for the supply of the goods and services described above and arising out of this procurement process to more than one supplier.

9.1 The closing date for the return of Tenders is 7 February 2019 1400 GMT

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

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

10. FRAMEWORK AWARD PROCESS AND EVALUATION CRITERIA

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

Criterion	Weighting %
Prerequisites	PASS/FAIL
Technical - System scalability	15%
Technical - System control	15%
Technical - Energy-saving features	15%
Technical - System robustness	15%
Technical - Back-up & support	15%
Commercial - Cost	25%
Total	100%

10.1 STEP 1: PREREQUISITES

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

10.1.2 Assessment of Economic and Financial Standing

We will undertake an assessment of your economic and financial standing using the DUNS number (as provided by Dun and Bradstreet) for your organisation which you input in Section 1 of the SQ.

We will look at your “Risk of business failure” score in the report provided by the credit reference agency (Dun and Bradstreet). If the score provided by the credit

reference agency is 51 or more, then you will achieve a “Pass” for economic and financial standing.

If you indicate as part of the SQ that a financial guarantor will be provided, as you do not initially meet the required credit reference agency score as described above, we will perform an assessment of the proposed financial guarantor’s economic and financial standing.

If any of the following circumstances arise:

- a. the score provided by the credit reference agency is less than 51 and/or;
- b. no standard credit reference agency score is available for your organisation,

then we may ask you to provide a copy of your audited accounts for the most recent two years and/or one or more of the following in respect of your organisation or the proposed financial guarantor (as the case may be):

- a statement of your turnover, profit and loss account/income statement, balance sheet/statement of financial position and statement of cash flow for the most recent year of trading;
- a statement of your cash flow forecast for the current year and a bank letter outlining the current cash and credit position; and/or
- an alternative means of demonstrating financial status.

We will use this information as detailed above, in addition to a detailed credit reference agency report (where available) to assess whether your organisation’s or your proposed financial guarantor’s risk is acceptable. This will be performed using the financial assessment template that can be viewed as part of the Bid Pack, which covers a range of financial risk indicators.

If we then determine that the financial risk is acceptable, then you will achieve a “Pass” for economic and financial standing.

If we determine that your financial risk is determined as being unacceptable, then we may (in our sole discretion) request that you nominate a financial guarantor. If you nominate a financial guarantor, we will undertake the steps as detailed above in respect of the proposed financial guarantor.

If, after evaluating all the information requested and provided, the level of financial risk is still deemed unacceptable, or where the requested information has not been provided, then you will be rejected from further involvement in the procurement.

If you are bidding as Lead Contact for a Group of Economic Operators, the assessment of economic and financial standing will be carried out in respect of each member of the Group of Economic Operators. If one or more members of the Group of Economic Operators is determined as having an unacceptable risk level following this assessment, then the relevant member(s) will be required to obtain a Framework Agreement Guarantee. We will undertake the steps as detailed above in respect of the proposed financial guarantor. If a financial guarantor cannot be provided and the level of risk remains unacceptable, then the Group of Economic Operators will be excluded from further involvement in this Procurement.

10.1.3 Assessment of Technical and Professional Ability

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

If you don't have at least one example of a contract for the type of services and goods covered by this Framework Agreement, you can use section 6.3 of the SQ to tell us about your ability. It is important to include enough detail to give us, and potential users of the Framework Agreement, confidence that you will be capable of performing contracts.

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

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

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

10.2 STEP 2: EVALUATION OF TECHNICAL INFORMATION

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

Technical Criterion	Weighting %
Technical - System scalability	15%
Technical - System control	15%
Technical - Energy-saving features	15%
Technical - System robustness	15%
Technical - Back-up & support	15%
Total Technical Criteria	75%

10.2.2 Bidders are required to answer a number of questions found in SCHEDULE D TECHNICAL SCHEDULE, which are linked to the criteria listed above. The methodology provided is for information only, and will be used solely by the Framework Manager for the evaluation of tender returns. This methodology will apply where qualitative information is provided.

10.2.3 Each question has been assigned a maximum score, which is provided in SCHEDULE D TECHNICAL SCHEDULE:

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

10.2.4 In applying the scoring scale each Bid will be evaluated according to its quality and deliverability. The term 'quality' in this context refers to fitness for purpose and therefore covers any aspect of a submission that affects the performance of the Framework Agreement. 'Deliverability' refers to the likelihood that all aspects of a particular submission (including time and cost) could in fact be delivered by the Bidder concerned. The term 'acceptable' in this context refers to a level of quality

and/or deliverability that would be acceptable to a reasonably well informed and normally diligent Contracting Authority. The term ‘excellent’ in this context refers to a level of quality and/or deliverability that would clearly exceed the normal expectations of a reasonably well informed and normally diligent Contracting Authority.

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

10.3 STEP 3: COMMERCIAL EVALUATION

10.3.1 The commercial evaluation is based on an illustrative scenario of a hypothetical client’s requirements as listed in SCHEDULE E - COMMERCIAL SCHEDULE and shown in the diagram Commercial Schedule Appendix 1 - Building Layout, using the weighting below;

Commercial Criterion	Weighting
Cost - The all-inclusive total cost of the goods and services described in the illustrative scenario	25%
Total for Commercial Criterion	25%

10.3.2 Bidders are required to provide for this scenario within SCHEDULE E - COMMERCIAL SCHEDULE the total cost per year of the goods and services described in the illustrative scenario to an illustrative Public Sector Organisation of all capital and revenue spend assuming a seven (7) year contract period. These costs will be evaluated as follows:

The Bidder with the lowest total cost to the illustrative Public Sector Organisation will receive the full 25% commercial score. Tenders with higher total costs will gain a percentage of the 25% commercial score for the scenario on a pro-rata basis from the top scoring cost. This is calculated using the following formula:

$$\text{Commercial Score} = 25 \times \left(\frac{\text{Lowest total cost}}{\text{Bidder total cost}} \right)$$

where

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

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

Bidders should provide technical details of the Smart Heating System products and services offered in response to this scenario in a separate attachment where requested in the NHS Sourcing portal.

Bidders should also provide a full electronic catalogue of all Smart Heating System products and services offered by the Bidder, with technical details and prices. This catalogue information will be made available to Public Sector Organisations under this Framework Agreement. This information will not be used for evaluation of award to the Framework Agreement but should enable Public Sector Organisations to determine the cost of using the Supplier as their provider of Smart Heating Systems.

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

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

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

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

10.4.4 In the event that more than one Bidder achieves the same highest total score, the Bidder with the highest commercial score (step 3) will be nominated for award to the Framework Agreement.

10.4.5 Following the Tender evaluation all bidders will be notified of the outcome. This notification will be accompanied by a debrief letter. No further debrief will be given outside of the information contained within this letter.

11. CONDITIONS OF TENDER

11.1 Information and Confidentiality

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

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

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

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

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

11.2 Freedom of Information and other information disclosures

- 11.2.1 The Framework Manager is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA) as amended. Accordingly, any information created by or submitted to the Framework Manager (including the information contained in the Tender and the submissions received from Bidders in response) may need to be disclosed by the Framework Manager in response to a request for information.
- 11.2.2 The Framework Manager may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.
- 11.2.3 Bidders must clearly identify any information supplied in response to the Invitation To Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.
- 11.2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Framework Manager is responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.
- 11.2.5 Bidders should also note that the receipt by the Framework Manager of any information marked "confidential" or equivalent does not mean that the Framework Manager accepts any duty of confidence by virtue of that marking,

and that the Framework Manager has the final decision regarding the disclosure of any such information in response to a Request for Information.

- 11.2.6 In making a submission in response to this Tender, each Bidder acknowledges that the Framework Manager may be obliged under the FOIA to disclose any information provided to it:
- Without consulting the Bidder; or
 - Following consultation with the Bidder and having taken its views into account.
- 11.2.7 Bidders acknowledge that the Framework Manager may be subject to the Environmental Information Regulations 2004 (EIR) as amended and shall assist and co-operate with the Framework Manager (at the Bidder's expense) to enable the Framework Manager to comply with its information disclosure requirements contained in this legislation.
- 11.2.8 Bidders should be aware of the Framework Manager's obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Framework Manager. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Framework Manager in response to such a request, unless the Framework Manager decides that one of the statutory exemptions under the EIR applies.

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

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

11.3 Prices

- 11.3.1 Prices in SCHEDULE E COMMERCIAL SCHEDULE must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.
- 11.3.2 Prices SCHEDULE E COMMERCIAL SCHEDULE must be firm (i.e. not subject to variation) for the period of 2 years. Any proposed amendments to the fixed period may be rejected at the discretion of the Framework Manager.
- 11.3.3 Where a fixed price period ends and triggers a contract extension option, price variations must be accompanied by evidence to justify the change in price. References to standard inflationary indices are not acceptable. It is expected that successful suppliers will mitigate any price increases through structured business development and efficiency planning.
- 11.3.4 Where the accumulated costs materially exceed the advertised contract value (as published in the Award notice, the Framework Manager reserves the right to terminate and re-advertise the Framework.
- 11.3.5 Prices submitted as part of SCHEDULE E COMMERCIAL SCHEDULE should be considered capped pricing and under no circumstances should prices for any call-off

exceed the unit cost per good or service exceed this. Final prices may be below this cap based on a client's specific requirements.

11.4 Tender Documentation and Submission

11.4.1 Tenders must be for the supply of the whole of the specification upon the Terms and Conditions of the Contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.

11.4.2 The services and goods offered should be strictly in accordance with the Specification. Alternative services and goods may be offered but all differences between such services and goods and the Specification must be indicated in detail in your response to SCHEDULE D TECHNICAL SCHEDULE. Alternative services and goods offered may be rejected at the sole discretion of the Framework Manager if they are substantially non-compliant with the Specification. If compliant, alternative services or goods offered will be evaluated strictly in accordance with the published award criteria. Alternative services and goods may be submitted only where a tender which is not a variant has also been submitted.

11.4.3 Tenders must comprise of the following completed documents:

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

11.4.4 The Form of Offer must be signed by an authorised signatory, scanned and uploaded into the e-sourcing portal where indicated. In the case of a partnership, by a partner for and on behalf of the partnership; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated. Any signature included in the Tender will be deemed to be from an authorised person.

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

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

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

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

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

11.5 Rebates/Commissions

Why we charge our suppliers fees.

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

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

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

11.5.3 Business Success Commission – The Supplier will pay to the Framework Manager a commission of 2.0% of the turnover of each call off Contract awarded under the Framework Agreement. The business success commission will be paid by the Supplier to the Framework Manager for the duration of each call off contract. Call off contracts may exceed the Framework Agreement expiry date and in such cases the business success commission will continue to be paid until the call off contract expiry date.

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

11.6.1 Table-top trials will be used to assess a product's quality against its described characteristics in the Bidder's response documents as highlighted in the award sub-criteria. Table-top trials are intended to be used to assess products with minimum disruption to our staff and patients and as such will not be trialled in a live clinical environment. All Bidders are required to submit any products related to this ITT as requested by the Framework Manager within the timescales advised by the Framework Manager. Failure to provide adequate trial material will result in receiving a score of zero in the appropriate award section of the evaluation. Samples will be requested under clarification requirements where initial scoring is 2 or less.

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

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

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

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

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

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

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

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

11.8 Contract Monitoring

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

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

11.9 Canvassing

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

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

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

11.10 Collusive Tendering

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

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

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

11.11 Guarantees

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

11.11.2 If the successful Bidder shall fail to provide the Guarantee within the period specified in 11.1.1 above, the Framework Manager shall by written notice to the Bidder be entitled to treat such failure as putting an end to the Framework Agreement between the Contracting Authority and the Bidder.

11.12 The Framework Agreement

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

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

11.13 Disclaimer

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

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

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

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

Nothing in this ITT or any other pre-contractual documentation shall constitute the basis of an express or implied contract that may be concluded in relation to this procurement exercise, nor shall such documentation / information be used in

construing any such contract. Each Bidder must rely on the terms and conditions contained in any contract when, and if, finally executed, subject to such limitations and restrictions that may be specified in such contract. No such contract will contain any representation or warranty in respect of this ITT or other pre-contract documentation.

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

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

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

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

11.14 Bidder changes

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

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

11.15 Procurement Costs

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

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

11.16 Publicity

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

11.17 IPR

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

11.18 Law and Jurisdiction

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

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

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

Bids and/or Bidders that fail to meet the minimum standards as denoted in SCHEDULE C PREREQUISITES may be rejected. This includes Bidders that are ineligible to tender under one or more of the mandatory exclusion criteria specified in regulation 57 of the Public Contracts Regulations 2015 (as amended). Bidders that fail to satisfy the Contracting Authority's prerequisites, either economically or technically will be deemed ineligible and not have their bid further assessed.

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

11.20 Contingency Plans & Business Continuity

This clause is for information only. The Contracting Authority requires all of its Suppliers to have contingency and business continuity plans, copies of which will be held on file by the Framework Manager. Where such formal contingency plans are not in place, Suppliers must agree to work with the Framework Manager to produce

these over the initial Framework Agreement term to mitigate any risk which may occur and affect contract performance.

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

- 20.1** Fire at your premises
- 20.2** IT failure at your premises
- 20.3** Cyber attack
- 20.4** Industrial action by your staff
- 20.5** National industrial action (e.g. action affecting fuel distribution)
- 20.6** Force majeure (e.g. terrorism, piracy, extreme weather, grounded flights)

12. CALL OFF CONTRACT AWARD PROCESS

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

12.3. RESPONSIBILITY FOR AWARDS

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

12.4. CALL OFF AWARD PROCEDURE

- 12.4.1 Subject to paragraphs 12.1 to 12.3 above, a Contracting Body may award a Call Off Agreement with the Supplier by sending (including electronically) a signed order form substantially in the form (as may be amended or refined by the Contracting Body in accordance with paragraph 12.2 above) of the Template Order Form set out in Framework Schedule 7 (Ordering Procedure, Award Criteria and Order Form) and

Framework Agreement Appendix A (Call-off Terms and Conditions for the Supply of Goods and the Provision of Services). The Parties agree that any document or communication (including any document or communication in the apparent form of a Call Off Agreement) which is not as described in this paragraph 12.4.1 shall not constitute a Call Off Agreement under this Framework Agreement.

12.4.2 The Framework Agreement will run for a four year term; however call-off Contracts may exceed this period provided that Contracts are awarded within the Framework Agreement term.

12.4.3 On receipt of an order form as described in paragraph 12.4.1 above from a Contracting Body the Supplier shall accept the Call Off Agreement by promptly signing and returning (including by electronic means) a copy of the order form to the Contracting Body concerned.

12.4.4 On receipt of the signed order form from the Supplier, the Contracting Body shall send (including by electronic means) a written notice of receipt to the Supplier within two (2) Working Days and a Call Off Agreement shall be formed.

12.5 FORM OF ORDER

12.5.1 The Parties acknowledge that provisions of Schedule 9 (Extra key provisions) of the Template Call Off Terms shall apply in accordance with Clause 12.4.1 of this Framework Agreement and that a Contracting Body shall have the right to include any of the provisions referred to within that schedule.

13. LIST OF SCHEDULES AND APPENDICES

SCHEDULE.	Title	Contents	Action
A	Framework Agreement Specification	Specification of the subject matter of the procurement	Bidders should read the specification and ensure they can provide the goods and services listed.
B	Template Framework Agreement (including all Schedules and Appendices)	<ul style="list-style-type: none"> ▪ NHS FRAMEWORK AGREEMENT FOR THE SUPPLY OF GOODS AND THE PROVISION OF SERVICES ▪ APPENDIX A- CALL OFF TERM AND CONDITIONS FOR THE SUPPLY OF GOODS AND THE PROVISION OF SERVICES 	Read and confirm commitment by submitting a signed unamended copy of SCHEDULE F – Form of Offer
C	Prerequisites	Mandatory/Discretionary and Minimum requirements of all Bidders	Bidders are required to complete all questions in prerequisites in SCHEDULE C. Alternatively; Bidders may submit their European Single Procurement Document, which must be completed in full.
D	Technical Schedule	Technical criteria to be assessed within this document	This document once completed should be uploaded as part of tender response to the e-sourcing portal
E	Commercial Schedule	Commercial offerings to be detailed within this document	This document once completed should be uploaded as part of tender response to the e-sourcing portal
F	Form of Offer	Formal Commitment of Bidder to Tender Offer	An unamended copy must be signed by an appropriate person with the authority to commit the Bidder to the Tender offer and the Framework Agreement. This document is in PDF format and should be printed, signed (electronic signatures will not be accepted) witnessed and dated, scanned and attached to the response submission via the e-sourcing portal.
G	Certificate of Non Canvassing	Formal Declaration by Bidder that Bidder has not canvassed.	This document once completed should be uploaded as part of tender response to the e-sourcing portal

APPEN	Title	Contents	Action
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DIX.			
1	Commercial Schedule Appendix 1 - Building Layout	Illustration of the Day Surgery Unit to be used for the Commercial Schedule scenario.	For information and assistance in completing the Commercial Schedule
2	MI Reporting Template	Example of MI reports to be provided by the Supplier to the Framework Manager	For information only at this stage.
3	Financial Assessment Template	Example of financial assessment that will be carried out if required for pre-requisites.	No action required by Bidder.