NHS England

Framework agreement for Commissioning Support Services

Section A - Invitation to Tender (ITT) Instructions for Bidders – Version 2

THE NHS CONSTITUTION
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NHS England
Framework Agreement for Commissioning Support Services

ITT Instructions for Bidders

Instructions for organisations invited to submit a bid at ITT stage for a place on the framework agreement.

Version 2

~~7th August~~20th October 2014

Prepared by NHS Business Services Authority acting as agent for NHS England

Contents

Background

Organisation

1. NHS England is a national NHS organisation established as the National Health Service Commissioning Board under the Health and Social Care Act 2012, which became fully operational in April 2013, when it adopted the name NHS England. For more information regarding NHS England please see www.england.nhs.uk .

Commissioning Support Services

2. Commissioning Support Services (CSS) can typically be grouped into the following areas:

   - Business support services including finance, payroll, HR and IT
   - Healthcare procurement and provider management services
   - Transformation and service redesign services
   - Communications and patient and public engagement services
   - Business intelligence and analytical services
   - Specialist decision support services including medicines management and optimisation, individual funding request case management and supporting the commissioning of continuing healthcare and funded nursing care.

3. Clinical commissioners must be able to access the highest quality commissioning support services if they are to secure the best and most cost effective outcomes for patients and use their running cost allowance most efficiently. This means being capable of securing quality today whilst leading the transformation of services for tomorrow.

4. Commissioning support services will play a vital role in supporting commissioners to make the best evidence-based decisions, to engage with local people, patients and other stakeholders, and by relieving them of managing any of the 'back office' functions by delivering efficient transactional services.

5. The primary customers for commissioning support services are CCGs and NHS England who at present collectively source around £700m per annum of support[1]. However, this figure may well grow over time should CCGs and NHS

[1] Further information regarding the market and spend can be found in the NHS England report "Towards Commissioning Excellence – A Strategy for Commissioning Support Services". This is available at http://www.england.nhs.uk/wp-content/uploads/2013/06/towa-commis-exc.pdf

England look to outsource more to suppliers who can demonstrate they meet the stringent tests and standards of the framework. In addition, the customer base may grow with a more diverse set of organisations looking to utilise the framework such as Local Authorities, NHS Trusts, NHS Foundation Trusts and other public sector entities.

The requirement for a new framework agreement

6. In June 2013, NHS England published its strategy for developing a market for commissioning support services. NHS England's aim is to achieve the best outcomes for patients and value for tax payers by ensuring that every commissioner has access to excellent, affordable commissioning support.

7. One of the key planks of the strategy is to develop simple and effective procurement mechanisms to enable commissioners to easily source the support they need without having to undertake a lengthy OJEU procurement process.

8. This new framework agreement for commissioning support services will provide CCGs and other commissioners with a simple, efficient, legally compliant and supported means of accessing only the best commissioning support services accredited by this process.

9. Engagement during 2013, including a survey undertaken during the summer, found that there was strong support amongst CCGs, other commissioners and key stakeholders for the development of a framework agreement for CSS, which would assess and accredit a number of suppliers that can demonstrate that they provide the best services in the market.

10. There was also strong support for making the framework as flexible as possible, to make it optional and ensure it could be used to buy some, or all, of an organisation's CSS requirements from one or more suppliers on the framework.

Scope of the framework agreement

11. As set out in the Contract Notice the framework agreement will be accessible for use by the following organisations ("Participating Authorities") including any future successor organisation(s) to the functions exercised by any such organisations:

- The National Health Service Commissioning Board (known as NHS England), and all bodies hosted by The National Health Service Commissioning Board;

- Any other Health Service Body as defined at section 9 National Health Service Act 2006, including but not limited to any:

    i. Clinical Commissioning Group;
    ii. NHS Trust;
    iii. Special Health Authority;
    iv. The Care Quality Commission;
    v. National Institute for Health Care Excellence, known as NICE;
    vi. the Health and Social Care Information Centre;
    vii. the Secretary of State;
    viii. relevant Welsh health service bodies;

- NHS Foundation Trusts;
- Academic Health Science Networks;
- The NHS Trust Development Authority;
- Monitor;
- Health Education England including Local Education and Training Boards (LETB) constituted as committees of Health Education England;
- NHS Health Research Authority;
- The Department of Health;
- Executive agencies of the Department of Health including but not limited to Public Health England, the Medicines and Healthcare Products Regulatory Agency and the National Institute of Health Research;
- Arms Length Bodies of the Department of Health not otherwise listed in this Contract Notice including but not limited to NHS Blood and Transplant, NHS Business Services Authority, NHS Litigation Authority, Human Fertilisation and Embryology Authority, and the Human Tissue Authority;
- Any provider of primary medical services under a GMS, PMS or APMS contract;
- All Local Authorities, as defined under section 1 the Local Government Act 2000 including Health and Well Being Boards established by any Local Authority.

12. The framework agreement shall be accessible to the above named organisations whether procuring on behalf of themselves, on behalf of other such named organisations, or procuring together as members of any joint procurement.

13. The services under the framework agreement shall be available to organisations for the direct or indirect support of their organisation's functions related to the commissioning of health and/or social care related services. For the avoidance of doubt this shall extend to the support of back office and support functions of any such organisation.

14. The services covered by this framework agreement have been divided into two categories:

    a) End-to-End Commissioning Support Services.
    b) Specialist Decision Support Services.

15. Lot 1 encompasses all End-to-End Commissioning Support Services and Lot 2 for Specialist Decision Support Services has been further divided into two sub-Lots: 2A (Medicines management and optimisation) and 2B (Individual funding request case management, support for the commissioning of continuing healthcare and funded nursing care).

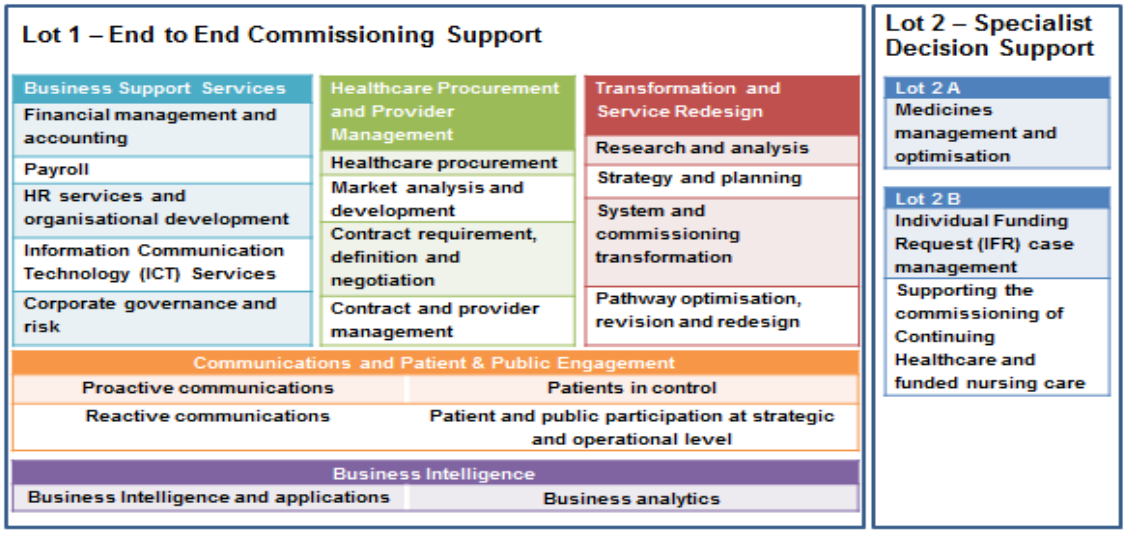
16. There are some references within the ITT pack to "~~s~~Service ~~e~~Categories" and "~~s~~Service L~~l~~ines". The ~~s~~Service ~~e~~Categories and ~~s~~Service L~~l~~ines are set out in the table below. There are five ~~s~~Service ~~e~~Categories and 19 ~~s~~Service ~~l~~Lines within Lot 1. Sub-Lot 2A has a single ~~s~~Service ~~l~~Line. Sub-Lot 2B has two ~~s~~Service ~~l~~Lines.

Lot 1

17. Engagement with the market indicated a preference for the framework agreement to enable the purchase of end-to-end commissioning support services under one lot, recognising the interdependencies between services. Bidders will be expected to bring together in their bids additional and specialist support as required, for example, from SME and voluntary sector specialist organisations, to be able to deliver across the ~~s~~Service ~~l~~Lines within Lot 1 to a high standard. Enabling commissioners to put in place a single contract with an organisation or consortia of organisations for their requirements; will make it easier to manage performance and operational relationships.

Lots 2A and 2B

18. Recognising the different governance arrangements and the need for significant clinical input, a separate requirement was established for Specialist Decision Support. This lot has been split into two sub-lots recognising the different processes and skills that underpin each of the services, and the variety of suppliers currently operating within the specialist decision support market.



Service ~~l~~Line descriptions

19. The table below gives a description of the services incorporated within each of the ~~s~~Service ~~l~~Lines. Note that where clarifications were made during the PQQ stage of the process, these have been incorporated below, sometimes in the form of a footnote.

20. Reference to health and/or social care services includes but is not limited to: primary care services; secondary care services; community care services and tertiary care services, social services and public health services.

Lot 1 - End-to-End Commissioning Support Services	
Business Support Services – Service Category	
Financial Management and Accounting – Service Line	Provision of strategic and operational financial management and accounting services, including but not limited to: • financial modelling, planning, accounting and operations[2]; reporting and analysis; management accounting, general accounting services[3]; systems accounting [4] and accounting service support [5]; • budget setting and control; • systems management[6]; • cash management and forecasting; • working capital and fixed asset management; • VAT advisory and management services; • specialist financial support; • invoice payment and invoice query management; and • supplies management[7] including transactional procurement services.
Payroll – Service Line	Provision of payroll services including but not limited to: • payroll processing; • account management; and • payroll administration.

[2] financial operations relate to services which help to increase operating efficiencies and improve services. In particular it is focussed on transaction processing, financial reporting and providing oversight of financial controls.
[3] general accounting services are services related to financial accounting and reporting including but not limited to: bookkeeping; financial governance; closing down accounts; and financial forecasting.
[4] systems accounting relates to the administration of system controls around the system, to govern financial processes and ensure integrity of data.
[5] accounting service support is the support of accounting services, such as management accounting, general accounting services and systems accounting rather than the provision of these services. It could include providing help and advice to a customer who delivers these services in house, supporting the development of monitoring mechanisms and policies and designing and providing training.
[6] systems management is the management of financial IT systems and related processes.
[7] supplies management including transactional procurement services are services related to the management and purchasing of supplies such as stationery.

HR Services and Organisational Development - Service Line	Provision of strategic and operational HR services. Services include but are not limited to: • recruitment, selection, retention, development and departure management; employee administration; • HR policy and process development; • pension advice and administration[8]; • advice, implementation and compliance with HR legislation and standards; • equality and diversity, employee well-being and Occupational Health services[9]; • talent management, performance management, job evaluation and leadership development; • learning and development including statutory training requirements; change management and organisational design services; • organisational development; • workforce planning and management; • remuneration services[10]; and • industrial relations.
Information and Communications Technology (ICT) Services – Service Line	Provision of ICT infrastructure, ICT support and strategic ICT services (including in a primary care setting). Services include but are not limited to: • managed ICT infrastructure services including network services, storage & server management and asset and disposal management; • disaster recovery services; • managed data hosting; • systems integration and interoperability; • implementation and support of software solutions; • service desk and desktop support[11]; • remote access services; • registration authority (RA) and administration of access to clinical and business systems; • clinical safety assurance services; • print management;

[8] pension advice and administration is the support and guidance of the administration of the NHS Pension Scheme (or other schemes) or the sourcing of, or signposting to, financial advice. It does not refer to Financial Advice (either Independent or Restricted - or require advisors to be authorised and regulated by the Financial Conduct Authority (FCA) or require the potential provider to be authorised with and regulated by the Financial Services Authority (FSA)).
By law NHS Pensions and Pension Officers cannot provide financial advice to Scheme members.

[9] The requirement for Occupational Health services, within the context of the HR and Organisational Development service category relates to the provision of services which promote and maintain the physical and mental well-being of employees as part of an HR service.
This may include access to and promotion of an Occupational Health and/or Employee Assistance Programmes, which may be delivered by a third party.
It is not a requirement for the bidder to provide directly the services of treating the physical and mental conditions of employees. So, for the avoidance of doubt, there is no requirement to carry out medical procedures.

[10] remuneration services are services related to or connected to the determination and review of the pay conditions and benefits packages of the officers, employees and contractors.

[11] service desk and desktop support can either be delivered directly or managed as a contracted out service.

	• telephony and mobile device management; • IT Strategy services (including support for development of strategic plans and strategy delivery, identification of best practice and market development, benefits testing and realisation); • implementation and support to national programmes of work; • programme and project management support; • training; and • access to specialist resource.
Corporate Governance and Risk Management – Service Line	Provision of services for the smooth and compliant running of an organisation. Services include but are not limited to: • business continuity planning, testing and resilience; • compliance with information governance legislation; • development and implementation of corporate governance and risk management frameworks; • support in handling governance and risk issues; • assurance and compliance services delivered within, and supporting progression beyond, legal and regulatory responsibilities across the customer organisation, including equality and diversity, health and safety, data protection and information governance advice; • support to embed equality and diversity in practice, including through equality objective setting, publishing equality information, equality analysis, training for staff and board members and equality impact assessments; and • information governance to ensure confidentiality and integrity of information, data security and provision of information governance toolkits.
Healthcare Procurement and Provider Management – Service Category	
Healthcare Procurement – Service Line	Full provision of procurement support of NHS funded clinical services and/or social care services. Services include but are not limited to: • the provision of strategic advice on healthcare procurement methodologies; • the relevant technical infrastructure[12] and provision of expert tactical resources [13] to deliver a range of healthcare procurement options; • implementation of end to end procurement service across the commissioning cycle; • provision of access to specialist procurement expertise; • expert advice and support to enable customers to operate within procurement regulatory requirements (for example the Public Services (Social Value) Act 2012; and • engagement of relevant stakeholders throughout the procurement process.
Market Analysis and Development – Service Line	Provision of market analysis and development services. Services include but are not limited to: • analysis, benchmarking, mapping and scoping of health and social care markets; • development of strategies for developing markets; • supporting the development and implementation of market strategies; and

[12] technical infrastructure includes technical tools and systems used to facilitate the delivery and contract management of end to end procurement support across the commissioning cycle;
[13]expert tactical resources includes the deployment of relevant specialist expertise (whether through advice, personnel and/or materials) in order to meet customers' healthcare procurement requirements;

	• increasing the number of providers (and the range of services offered by those providers) within local markets.
Contract Requirement, Definition and Negotiation – Service Line	Provision of contracting activities that enable the acquisition of high quality healthcare provision efficiently and effectively. Services include but are not limited to: • the analysis of what services are needed, their scope and definition; • providing technical advice on contract opportunities; • negotiation/renegotiation of contracts on behalf of a customer; and • identification and implementation of innovative commissioning models and approaches
Contract and Provider Management – Service Line	Provision of services to manage both contracts and providers to ensure better provision and value for money. Services include but are not limited to: • proactive management of contract performance to ensure that performance measures are met and delivery is on target and to identify and address potential contract performance issues; • ensuring that quality is maintained; and • advice and practical support to tackle poorly performing contracts.
Transformation and Service Redesign – Service Category	
Research and Analysis – Service Line	Provision of research and analysis services that can operate across the commissioning system and health and social care markets. Services include but are not limited to: • undertaking primary and secondary research using quantitative, qualitative and other evidential methods[14]; • delivery of advice on policy development; • economics analysis[15] and other bespoke analytical services with the ability to translate the findings into a business plan, business case or other recommendations; • use of variation data to identify priorities; • use of service review techniques to identify opportunities for improvement and potential solutions and recommendations; and • engagement with relevant stakeholders such as academic and research organisations.
Strategy and Planning – Service Line	Provision of strategy and planning services both locally and at scale to develop collaborative commissioning strategies including: 1) quality and improvement strategies; 2) primary care strategies; 3) strategic and operational plans; 4) small scale project planning; 5) business and / or commissioning planning.

[14] where primary research generally involves collecting primary data and may take place after secondary research. Secondary research, also known as desk research, involves making use of existing data;
[15] analysis carried out on financial / economic / costing information or data. It generally involves a systematic approach to determining the optimum use of resources;

	Services include but are not limited to: • development and use of strategy and planning tools including prioritisation management and skills and capability mapping; • development of clear, coherent, strategies and plans; • supporting customers to create organisational consensus; • supporting customer understanding of the challenges within healthcare planning and delivery; and • pre-delivery support for projects or programmes including project planning and producing business cases (including assessment of technology, innovation or other investment to secure future successes).
System and Commissioning Transformation – Service Line	Provision to support complex projects requiring significant change, transformation or intervention. Services include but are not limited to: • delivering the programme life cycle from strategic advice through to delivery and outsourcing; • running an organised Programme Management Office for major change including: - major systems reconfiguration; - financial turnaround; - managing and/or decommissioning major failures; - collaborative transformation between networked/partnership organisations which are bound by geography or other relationships; - decommissioning lower value interventions, pathways and/ or steps within pathways • accessing subject matter experts for care transformation including commissioning, decommissioning and clinical experts; • galvanising and engaging CCG leaders (including clinical leaders) in the transformation agenda; • engaging relevant stakeholders (for example patients and the public); • using proven transformation methodologies to support a customer; and • skills transfer to support and develop the capability of customers to identify, engage in and successfully deliver system and commissioning transformational change in a sustainable way.
Pathway Optimisation, Revision and Redesign – Service Line	Provision of services to implement best practice and innovation through small to medium size projects, focused on continuous improvement of commissioning systems and clinical change based on evidence and nationally and internationally recognised best practice. Services include but are not limited to: • identification of best practice and innovation within the commissioning system; • provision of a project management office with the right project managers and clinical expertise; and • support commissioning or decommissioning of smaller services and pathways.
Communications and Patient and Public Engagement (PPE) – Service Category	
Proactive Communications	Provision of planned strategic communications support, advice, planning and delivery to ensure the organisation is effectively communicating its vision, values and objectives. The

– Service Line	complex and varied audiences include the public, patients, their carers, providers, volunteers, other stakeholders and the CCG membership base. Services include but are not limited to: • stakeholder management; • development of communications strategies; • undertaking/supporting consultations; • corporate and internal communications; • multi-channel communications (digital, direct mail, social media, etc.); • behaviour change; • proactive press/PR planning (including emergency communications planning); and evaluation of the efficacy of the planned communications.
Reactive Communications – Service Line	Provision of responsive communications, delivering communications strategies that protect and enhance the profile and reputation of the organisation. Services include but are not limited to: • reputation management (including media handling, corporate communications, communications requirements around complaints and Freedom of Information requests); • planning/preparedness; • delivery at the time communications support is needed; and • evaluation of the impact / outcome of the reactive activity.
Patient and Public Participation at a Strategic and Operational Level – Service Line	Provision of services to customers that support listening, understanding and engaging with patients, their families and carers, the public and voluntary sector organisations to enable local, regional and national voice to influence commissioning decisions and co-produce and co-design services. Services include but are not limited to: • developing access to existing engagement mechanisms such as patient forums and voluntary sector organisations or setting up these mechanisms where they do not currently exist; • supporting engagement of patients, the public and other key stakeholders throughout the commissioning cycle; • working with customers to ensure that the results of engagement activity are effectively utilised; • setting up processes to ensure genuine co-production and co-design of services; and • supporting customers to tailor their engagement to access traditionally seldom heard groups.
Patients in Control – Service Line	Provision of services to develop an equal partnership between clinicians, patients and carers in decisions which relate to an individual's care or treatment to ensure that they receive services which are proactive, holistic, preventative and people-centred. The aim is to achieve a collaborative approach to care and treatment with active patient involvement and effective self-management support which takes account of peoples' preferences through a culture of shared decision making. Services include but are not limited to: • support to put in place systems that recognise people as active partners in health; • support to enable patients to take an active part in the decision making process in relation to their own care; and • support to promote the involvement of patients and carers in decisions which relate to

	their care or treatment including, but not limited to: - self management support; - shared decision making; - personalised care planning; and - personal health budgets.
Business Intelligence – Service Category	
Business Intelligence and Applications – Service Line	Provision of business intelligence and applications that provide decision support, query and reporting such as KPIs, metrics, dashboards, risk stratification, monitoring and alert systems and workflow management systems. Services include but are not limited to: • provision of applications that bring together data from a range of sources; • presentation of data in a usable format for a customer; • provision of regular reports to support performance monitoring and to enable decision making; and • provision of data to support resource allocation and planning.
Business Analytics – Service Line	Provision of analytical know-how and supporting analysis to answer key questions. Services include but are not limited to: • predictive modelling; • benefits case development; • statistical analysis; • benchmarking; and • bespoke comparative analysis.

Lot 2 - Specialist Decision Support Services	
Specialist Decision Support – Lot 2A	
Medicines Management and Optimisation – Service Line	Provision of expert pharmaceutical support to CCGs/commissioners to develop and implement a strategy to deliver improved outcomes from medicines. Services include but are not limited to: • engagement with patients and the public to better understand how local services can support patients to get more from their medicines; • supporting an improved experience of medicine taking for patients; • securing greater value for money from CCGs'/commissioners' medicines expenditure; • improving medication safety including a demonstrable reduction in harm from medication errors; • engaging across the system to improve the way that medicines are used and to reduce medication waste (engagement with community pharmacies, care homes, hospital trusts, the pharmaceutical Industry and others); • effective use of a range of data sources to identify efficiencies and quality improvements in the way medicines are used locally; • developing improvement plans on behalf of a customer; • supporting customers to implement new national guidance and recommendations; and • horizon scanning for, and identification of, new products.
Specialist Decision Support – Lot 2B	
Individual Funding Request (IFR) Case Management – Service Line	Provision of a robust system for the management of the Individual Funding Request process. Services include but are not limited to: • clear and rigorous policies and procedures for IFRs; • stakeholder engagement (including clinicians and patient groups) to ensure good local understanding of the policy and processes, including the appeals process and complaints procedure; • recording and sharing of outcomes; • periodic review of the process including learning from incidents and complaints; • identification of new industry standards and monitoring of compliance with existing standards; • analysis of data to identify trends; and • use of NICE guidelines (or equivalent) and other national quality standards to support the IFR decision making process.
Supporting the Commissioning of Continuing Healthcare and Funded Nursing Care – Service Line	Provision of services to enable commissioners to support patients with Continuing Healthcare and Funded Nursing Care needs. Services include but are not limited to: • comprehensive referral and assessment systems; • systems which confirm and validate eligibility; • assessing funding and options for placement; • provider performance management; • supporting customers to manage financial, clinical, quality and safety risks; • supporting customers to develop person centred care; and • supporting customers to manage quality and safety standards.

Process to date

21. The following notices have been published in OJEU with regard to the current framework agreement:

- Prior Information Notice, reference 2013/S 096-163853, published on 18/05/2013;
- Prior Information Notice, reference 2014/S 007-008036, published on 10/01/2014;
- Contract Notice, reference 2014/S 040-066467, published on 26/02/2014;
- Additional information notice, reference 2014/S 065-110922, published on 02/04/2014.

22. NHS England has evaluated all the PQQ's submitted as part of this process and is now issuing this ITT to those bidders successful in being shortlisted following PQQ evaluation. ITT documents will only be made available to those bidders for the lot(s) for which they have been successful at PQQ stage.

ITT Process Rules

Instructions to bidders at ITT stage

23. The following references within the ITT documentation shall have the following meanings:

- "**bidder**" means the organisation or organisations bidding to secure a place upon the ~~f~~Framework ~~a~~Agreement, having been shortlisted following evaluation of their PQQ submission. Where a bidder is a consortium of organisations the term shall refer to each and every organisation forming part of that consortium acting together.
- "**Call-Off ~~c~~Contract**" means a contract, awarded by a participating authority to a framework provider following a further competition, substantially in the form of ~~within the~~ the ~~framework agreement~~Call-Off Contract issued ~~set out~~ as Section B of this ITT pack, ~~subject to issue of a final form of Call-Off contract by NHS England on 17th September 2014~~prior to the deadline for the submission of bids ~~(or as otherwise advised by NHS England)~~.
- "**consortium partner**" means an organisation that either:

  (1) will be one of the parties that contracts with NHS England under the Framework Agreement (and will in addition enter into any Call-Off Contracts with participating authorities);

  (2) will be a one of the organisations that together with other consortia members forms a single legal entity for the purpose of contracting with NHS England under the Framework Agreement (and will in addition enter into any Call-Off Contracts with participating authorities).
- "**commissioning support services**" (CSS) means services falling within the scope of this procurement process.
- "**customer**" means those participating authorities to which a framework provider may provide services to following a further competition under the Framework Agreement.
- "**~~f~~Framework ~~a~~Agreement**" means the multi-operator framework agreement to be awarded under this procurement process substantially in the form of the Framework Agreement issued as ~~set out at~~ Section B of this ITT Pack, ~~subject to issue of a final form of framework agreement~~ by NHS England on 17th ~~Septem~~October 2014 (or as otherwise advised by NHS England).
- "**framework provider**" means a bidder awarded a place upon the framework agreement for one or more lots (or the relevant lot where applicable). Where a framework provider is a consortium of organisations

the term shall refer to each and every organisation forming part of that consortium acting together.

- "**further competition**" means a competition held in accordance with rules established by the ~~f~~Framework ~~a~~Agreement to select which framework provider is selected by a customer to deliver a Call-Off ~~c~~Contract.
- "**ITT**" means "Invitation to Tender" (this stage of the procurement process) under which those potential providers shortlisted following PQQ stage have been invited to submit bids to secure a place upon the ~~f~~Framework ~~a~~Agreement.
- **"NHS England"** means the statutory corporation established by the Health and Social Care Act 2012 as the NHS Commissioning Board and shall, for the purposes of this procurement only, where applicable, include agents and individuals supporting NHS England during the procurement process including the NHS Business Services Authority in their capacity as procurement agent, and individuals supporting the evaluation process.
- "**OJEU contract notice**" means the notice issued to the Official Journal of the European Union published on 26/02/2014, with reference number 2014/S 040-066467, for this procurement process.
- "**participating authority**" means those entities which may access the ~~f~~Framework ~~a~~Agreement as set out in the OJEU contract notice.
- "**potential provider**" means any party that accessed the PQQ documents regarding this opportunity and potential providers are construed accordingly. Where a potential provider was a consortium of organisations the term refers to each and every organisation forming part of that consortium acting together.
- **"PQQ"** means the Pre-Qualification Questionnaire, the previous stage of this procurement process.
- **"SME"** means a Small / Medium- sized Enterprise and is an organisation which:
  - has fewer than 250 employees; and
  - has either:
    (a) annual turnover not exceeding €50 million (approximately £40 million); or
    (b) an annual balance-sheet total not exceeding €43 million (approximately £34 million); and
  - of whose capital or voting rights, 25 per cent or more is not owned by one enterprise, or jointly by several enterprises, that fall outside this definition of an SME. This threshold may be exceeded in the following two cases:

(a) if the enterprise is held by public investment corporations, venture capital companies or institutional investors provided no control is exercised either individually or jointly, or

(b) if the capital is spread in such a way that it is not possible to determine by whom it is held and if the enterprise declares that it can legitimately presume that it is not owned as to 25% or more by one enterprise, or jointly by several enterprises, falling outside the definitions of an SME.

- **"sub-contractor"** means an organisation that is contracted with by a supplier to supply services or support the provision of services to participating authorities under Call-Off Contracts, but that has no direct contractual link under the Framework Agreement with NHS England or with any participating authorities under any Call-Off Contract.
- **"tranche"** means a number of call-off contracts awarded either;
  - in a coordinated manner; and/or
  - in a collaborative manner; and/or
  - as part of the same opportunity; and/or
  - to a common timetable[16]

- **"VCS"** consists of voluntary, community and not for profit organisations. They predominantly fall into three broad groups:

  1. Small, unincorporated, voluntary and community groups
  2. Registered charities
  3. Social enterprises

  Organisations take a variety of forms including:
  - Mutuals
  - Community interest companies
  - Industrial and provident societies

[16] NHS England will be working with CCGs and other potential customers to explore coordinated and collaborative opportunities for running mini competitions from the lead provider framework. It is likely that NHS England will support a series of waves (which may consist of a number of tranches) under the framework during its lifespan in order to support both customers and suppliers in the market. Customers, can of course, tender outside of these waves or tranches if they wish to do so.

A tranche and the scope of any tranche will be identified and defined within any related call-off competition(s).

Volume based discounts are expected to apply across all of the Call-Off Contracts awarded to a particular provider within a tranche, applied to the aggregate value of those Call-Off Contracts.

- Not for profit trade associations
- Charitable trusts
- Companies limited by guarantee
- Unincorporated groups

Documents forming the Invitation to Tender pack

24. The following items form the ITT pack. Where documents are indicated as lot specific, the documents provided will vary for each lot and bidders will only have access to the document(s) for the lot(s) to which they have been invited to tender. Where a bidder has been invited to tender for multiple lots, bidders must ensure that they consider, complete and submit the correct documents for the lot(s) to which they are providing a submission.

    a. Section A: ITT Instructions for bidders (this document) covering all lots.
    b. Section B: Terms and Conditions (covering all lots) consisting of:
        i. LPF - Framework Agreement
        ii. LPF – Call-Off Terms and Conditions
    c. Document 1- Form of Tender Declaration (lot specific)
    d. Document 2- Service Matrix (lot specific)
    e. Document 3 - Questions and Submissions Booklet (lot specific)
    f. Document 4 - Commercial Schedule (lot specific)

Timetable

25. Set out below is an indicative procurement timetable. This is provided as a guide only and whilst NHS England does not intend to depart from the timetable it reserves the right to do so at any stage.

Date	Stage
06/08/2014	Potential providers notified of outcome of PQQ evaluation
07/08/2014	ITT made available, to short-listed bidders only, by NHS England
12 noon ~~17~~26/09/2014	ITT clarification submission deadline
12 noon 29/10/2014	ITT submission deadline
~~16~~20/01/2015	Notification of outcome of ITT stage
Midnight ~~26~~30/01//2015	Expiry of standstill period required under Regulation 32 of the Public Contracts Regulations 2006
~~28/01~~02/02/2015	Final award of contract
w/c ~~30/01~~02/02/ 2015	Commencement date of framework agreement; framework agreement becomes available for customers to undertake further competitions

26. To support supplier feedback on the design of the framework, NHS England has included a consultation period to enable suppliers to provide feedback or seek clarification on the Framework Agreement and Call-Off Terms and Conditions, which for the avoidance of doubt includes the Order Form.

Date	Stage
01/09/2014	Deadline for clarification / comments / feedback on the framework agreement, Call-Off Terms and Conditions or the Order Form. Any queries or concerns or suggested revisions to or about the form of Framework Agreement and/or the form of the Call-Off ~~c~~Contract should be raised as a clarification question by the end of this date.
~~17/09/2014~~Prior to ITT submission deadline	Publication of final form of Framework Agreement and Call-Off ~~c~~Contract.

NHS England website

27. Information and updates regarding the ~~f~~Framework ~~a~~Agreement have been provided via the NHS England website at www.england.nhs.uk/lpf.

28. Whilst NHS England reserve the right to make further information publically available via this website during the conduct of this procurement process, all communications in relation to this process will, as a minimum, be made or referenced via the Bravo e-tendering portal.

29. Any updates specific to a bidder as a result of their participation in the procurement process will be made available via the Bravo e-tendering portal.

Use of Bravo e-tendering system

30. NHS England is utilising the electronic Bravo e-tendering system to manage this procurement and communicate with potential providers and bidders. Accordingly, there will be no hard copy documents issued and all communications with NHS England including the submission of suppliers' ITT submissions will be conducted via the Bravo e-tendering system at https://nhsbsa.bravosolution.co.uk .

Confidentiality

31. 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 persons other than the bidder, save for the purpose of:

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

32. 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.

33. Upon written request from NHS England, the bidder shall promptly provide evidence to NHS England that such undertakings have been provided to the bidder.

34. The bidder must ensure that, to the best of its knowledge and belief, the information contained in its completed ITT submission is accurate and contains no material misrepresentation.

Publicity

35. No publicity regarding this procurement process, the outcome of any particular stage or the award of any contract will be permitted unless and until NHS England 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 submission to either the PQQ or ITT relating to this process, its contents, any discussions between NHS England and any potential provider or bidder or any proposals relating to the PQQ or ITT without the prior written consent of NHS England.

36. During the PQQ stage, all potential providers were requested to confirm the details of their organisation which should be referenced in any communication issued by NHS England relating to the outcome of the PQQ process.

Transparency and Freedom of Information

37. NHS England is subject to the requirements for greater transparency across UK Government operations, as updated from time to time. Bidders are hereby formally notified that NHS England may be obliged to publish the process documentation and the framework agreement resulting from this tendering exercise. Bidders should also note that contracting authorities calling off from this ~~f~~Framework ~~a~~Agreement may also be governed by such transparency requirements and may be obliged to publish Call-Off C~~c~~ontracts.

38. Bidders should note that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 ("FOIA") (to be determined by NHS England in accordance with paragraph 39 onwards), the content of any contract resulting from this tendering exercise is not confidential. In some circumstances, limited redactions may be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

39. NHS England is committed to open government and meeting its legal responsibilities under the FOIA. This means that any information created by or submitted to NHS England (including the information contained in the ITT and/or the PQQ and the submissions received from potential providers or bidders in submission to the PQQ and/or the ITT, respectively) may need to be disclosed by NHS England in submission to a request for information.

40. NHS England may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each potential provider or bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.

41. To assist NHS England in identifying information which may be exempt from disclosure under the FOIA, bidders should clearly identify the information in its submission to the ITT which it believes to be exempt information under the FOIA, and provide an estimate of the period of time during which it believes that such information will remain commercially sensitive. Bidders are asked to be selective in the information identified as such within its submission to the ITT and not to mark whole sections as 'commercially sensitive'.

42. Bidders should note that even where information is identified by a bidder as confidential or commercially sensitive (or otherwise exempt) NHS England may still publish such information in accordance with transparency requirements. NHS England will form an independent judgement concerning whether the information is exempt from publication and therefore cannot guarantee that any information marked 'confidential' or 'commercially sensitive' will not be published.

43. You are hereby formally notified that NHS England may be obliged to provide such information under the FOIA unless there is an overriding reason for its non-disclosure.

44. Bidders should also note that the receipt by NHS England of any information marked “confidential” or equivalent does not mean that NHS England accept any duty of confidence by virtue of that marking, and NHS England have the final decision regarding the disclosure of any such information in submission to a request for information.

45. Bidders acknowledge that NHS England may be subject to the Environmental Information Regulations 2004 (“EIR”) and the bidder shall as a condition of participation in this tender process assist and co-operate with NHS England (at the bidder’s expense) to enable NHS England to comply with its information disclosure requirements contained in the EIR.

46. Bidders should be aware of NHS England's obligations and responsibilities under the EIR to disclose, on request, recorded information held by NHS England. 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 NHS England in submission to such a request unless NHS England decides that one of the statutory exemptions under the EIR applies.

47. NHS England 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.

Non-collusion and inducements

48. Any organisation forming part of a bidder or potential provider must neither disclose to, nor discuss with any other bidder or potential provider (whether directly or indirectly), any aspect of any submission to any procurement documents (including this ITT and the previous PQQ stage). Without limitation to the generality of the above obligation, any organisation that:

- fixes or adjusts its ITT submission by or in accordance with any agreement or arrangement with any other bidder; or
- communicates the details of its PQQ or ITT submission to any person other than NHS England or other members of the potential provider or bidder (where such potential provider or bidder is a consortium submission) ~~or~~ other than where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the submission to the ITT; or for the purposes of obtaining insurance; or for the purposes of obtaining any necessary security; or where such disclosure is made in confidence in order to consider opportunities for partnership working with other entities, including for the avoidance of doubt other potential providers or bidders, but only to the extent that such disclosure is necessary to reach agreement on such opportunities; or
- enters into any agreement or arrangement with any other person other than other members of the bidder (where such bidder is a consortium submission) that has the effect of prohibiting or excluding that bidder from submitting a submission to the ITT or as to the terms to be included in any submission to be submitted; or
- offers or agrees to pay or give or does pay or give any sum of money, other inducement or 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 submission to the ITT or proposed submission to the ITT (including but not limited to any person acting as an evaluator for NHS England but excluding payments made in relation to the valid remuneration of that potential provider's or bidder's advisers);

may be disqualified by NHS England from any further involvement in this procurement process at NHS England's absolute discretion, without prejudice to any other civil remedy that may be available to NHS England and any criminal liability that may be incurred. Where any organisation forming part of a bidder is disqualified the entire bid submission may be disqualified.

Canvassing

49. Each bidder 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 NHS England or to a person (or their partner) acting as an adviser to or in connection with the evaluation of ITT submissions in relation to this procurement. Without limitation to the generality of the above obligation, any organisation that:

- offers any inducement, fee or reward to any employee of NHS England or any person acting as an advisor for NHS England or any person acting as an evaluator for NHS England or in connection with the project; or
- does anything which would constitute a breach of the Prevention of Corruption Acts 1889 to 1916; or
- directly or indirectly attempts to obtain information from any member, employee, person acting as evaluator, agent or contractor of NHS England concerning the process leading to the award of the contract (save as expressly provided for in the PQQ or ITT); or
- directly or indirectly attempts to contact any member, employee, person acting as evaluator, agent or contractor of NHS England concerning the process leading to the award of the contract (save as expressly provided for in the PQQ or ITT); or
- directly or indirectly attempts to influence any member, employee, person acting as evaluator, agent or contractor of NHS England concerning the conduct of the process leading to the award of the 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 PQQ or ITT; or
- directly or indirectly canvasses any member, employee, person acting as evaluator, agent or contractor of NHS England concerning the process leading to the award of the contract (save as expressly provided for in the PQQ or ITT);

may be disqualified by NHS England from any further involvement in this procurement process at NHS England's absolute discretion, without prejudice to any other civil remedies available to NHS England and without prejudice to

any criminal liability that may be incurred. Where any organisation forming part of a bidder is disqualified the entire bid submission may be disqualified.

Copyright

50. The copyright in this ITT pack is vested in NHS England.

51. Bidders shall not reproduce any of the PQQ or ITT pack in any material form (including photocopying or storing it in any medium by electronic means) without the written permission of NHS England, other than for use strictly for the purpose of preparing their PQQ or ITT submission in relation to the procurement process. This ITT pack and any document at any time issued as supplemental to it are and shall remain the property of NHS England and may be used by a bidder solely for the purpose of this procurement process and must be returned upon demand.

Amendments by NHS England during the procurement process

52. At any time prior to the deadline for the receipt of ITTs, NHS England may amend the information provided to, or to be submitted by, bidders. In order to give bidders reasonable time in which to take the amendment into account in preparing their submissions, NHS England may, at its sole discretion, extend the deadline for receipt of ITT submissions.

53. NHS England reserves the right to:

- amend the ITT documents or requirements on bidders;
- cancel the procurement process at any stage; and/or
- require the bidder to clarify its ITT submission in writing and/or provide additional information (See paragraphs 148 - 150 for more details); and/or
- seek confirmation regarding the accuracy of information submitted at PQQ stage of this procurement process following any changes to either the grouping or structure of the organisations forming the bid.

Right to reject/disqualify

54. NHS England, without prejudice to any other right to disqualify a bidder from this process whether expressly set out in this ITT or otherwise, reserves the right to reject or disqualify a bidder where:

- the ITT is submitted late, is completed incorrectly, is incomplete or fails to meet the submission requirements which have been notified to the bidder; and/or
- the bidder fails to comply fully with the requirements of this document, or misrepresents any information required; and/or
- there is a change in identity, control, or other factor impacting on the selection and/or evaluation process of the bidder; and/or
- the bidders circumstances change to the extent that the bidder ceases to meet the pre-qualification criteria set out at PQQ stage, or makes material changes to any aspect of its PQQ submission unless substantial justification can be provided to the satisfaction of NHS England and such change is in accordance with EU procurement law; and/or
- the bidders circumstances change to the extent that the bidder ceases to meet the criteria set out at ITT stage, or makes material changes to any aspect of its ITT submission unless substantial justification can be provided to the satisfaction of NHS England and such change is in accordance with EU procurement law; and/or
- NHS England becomes aware of any omission or misrepresentation in relation to a bidder's ITT submission and/or any bid submitted at PQQ stage of this procurement process; and/or
- there is a conflict of interest or a conflict of interest arises between NHS England and the bidder and/or any relevant organisation.

Disclaimer

55. Neither NHS England nor any of their advisers accept any liability in relation to the information contained in this ITT or any other information which has been, or which is subsequently, made available orally or in writing or in whatever media in relation to this procurement process to:

- any potential provider;
- any bidder;
- any other organisation forming part of a PQQ submission (whether successful at PQQ stage or otherwise);
- any other organisation forming part of an ITT submission (whether successful at ITT stage or otherwise);
- any bidder guarantors;

- their financiers; and/or
- any adviser of any such organisation.

56. 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 NHS England, or any of their advisers.

57. NHS England accepts no liability for any loss, liability, cost or expense (including legal expenses) incurred by any bidder in preparing for or participating in this tender process in relation to any implied contract (if any) between NHS England and any bidder arising by virtue of this tender process.

58. Each bidder's submission of an ITT submission constitutes its agreement to, and acceptance of, the terms set out in these paragraphs.

Conflicts of interest

59. All organisations participating in this procurement process must ensure that neither they nor any person employed or engaged by them has any conflict of interest with NHS England.

60. NHS England retains the right to make further enquiries regarding each ITT submission to satisfy itself that the involvement of any organisation does not cause any potential or actual conflict of interest between that organisation and NHS England.

61. NHS England has identified the potential for conflicts of interest to arise in relation to this procurement process between Commissioning Support Units ("CSUs") hosted by NHS England and NHS England, and has put in place effective measures to ensure that no actual conflict of interest arises.

62. Robust information barriers have been put in place between CSUs and the project team responsible for this procurement process at NHS England, and CSUs have no ability to influence the evaluation and outcome of this procurement process.

63. The NHS England Lead Provider Framework project team responsible for this procurement process at NHS England and all evaluators have been segregated from other teams within NHS England including those teams responsible for the performance monitoring and development of CSUs.

Involvement in multiple ITT submissions

64. Where an organisation has been successful in its PQQ submission in being invited to bid at ITT stage independently and/or as part of one or more consortia, they must continue to ensure that sufficient controls have been put in place to manage and mitigate the potential for a conflict of interest or any collusion arising.

65. NHS England retains the right to make further enquiries regarding each ITT submission to satisfy itself that the involvement of any organisation in more than one ITT submission does not cause any potential or actual conflict of interest or any collusion. NHS England may require any organisation to amend or withdraw all or part of an ITT submission in which it is involved if in NHS England's reasonable opinion any potential or actual conflict of interest and/or any collusion arises.

NHS England's employees

66. No employee of NHS England has the authority to give any undertaking, guarantee or warranty or make any representation (express or implied) in relation to this ITT or any other matter relating to the procurement process.

Procurement costs

67. Each bidder will be responsible for its own costs and expenses (including legal costs and expenses) incurred throughout each stage of the procurement process. NHS England will not be responsible for any costs incurred by any bidder or any other person through this process including, but not limited to, any pre-contract, exit or de-commissioning costs.

68. NHS England 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.

Application of Tender Terms and Conditions

69. The terms of this ITT supersede the terms of the PQQ to the extent that such terms are inconsistent with or add to the terms of the PQQ.

70. Unless indicated otherwise the terms of this ITT shall apply to each and every stage of the procurement process unless and until waived or varied in writing by NHS England.

Law and jurisdiction

71. 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.

72. The courts of England 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).

Tender validity period

73. Each ITT submitted as part of this procurement exercise must remain open for acceptance for a period of 150 days following the ITT submission deadline. NHS England reserves the right to reject any bid received with a validity period of less than 150 days.

Acceptance of contract

74. The bidder, in submitting a bid at ITT stage, undertakes that in the event of the bid being accepted by NHS England, and NHS England confirming in writing such acceptance to the bidder, the bidder will execute the ~~f~~Framework ~~a~~Agreement prior to the commencement date of the ~~f~~Framework ~~a~~Agreement indicated in the table at paragraph 25 above.

75. A framework provider shall not be permitted to submit bids for any Call-Off ~~c~~Contracts carried out under this ~~f~~Framework ~~a~~Agreement until the ~~f~~Framework ~~a~~Agreement has been signed by the framework provider and returned to NHS England.

Form of Framework Agreement and Call-Off Contract

76. Subject to paragraphs 77 to 83 (inclusive) of this ITT below, where a bidder is awarded a place on the Framework Agreement, this procurement will result in the successful bidder being required to sign a framework agreement substantially in the form of the ~~f~~Framework ~~a~~Agreement set out at Section B of this ITT pack ~~as substituted by any revised framework agreement~~ issued on 17th ~~September~~ October 2014 in accordance with paragraph 82 and 83 of this ITT below.

77. NHS England shall accept no material changes to the final form of framework agreement issued on 17th ~~September~~October 2014. **Any bidder submitting a bid containing any such material change may be excluded from the process**. For the avoidance of doubt the Framework Agreement includes the form of Call-Off C~~c~~ontract.

78. The ~~f~~Framework A~~a~~greement signed by each bidder shall be amended by NHS England to reflect the responses supplied by that bidder to this ITT where indicated in the ~~f~~Framework ~~a~~Agreement.

79. Without prejudice to paragraph 77 above the final signed contract may be amended by NHS England so as to include the contractual commitments contained in the bid of the successful bidder where such commitments are in addition to or in excess of the commitments contained within the ~~f~~Framework ~~a~~Agreement.

80. Subject to the above paragraphs 78 and 79, in submitting a bid in this process a bidder is agreeing, should they be awarded a place on the framework agreement, to be bound by the terms of the ~~f~~Framework ~~a~~Agreement set out at Section B which includes for the avoidance of doubt agreeing to be bound by the terms of the Call-Off Terms and Conditions when awarded Call-Off C~~c~~ontracts under any further competition.

81. Any queries or concerns or suggested revisions to or about the form of ~~f~~Framework ~~a~~Agreement and/or the form of the Call-Off Terms and Conditions should be raised as a clarification question by the end **Monday 1st September 2014**. No replies or correspondence will be entered into by NHS England in relation to such queries or concerns or suggested revisions and no reply will be given under the standard clarification process set out in this ITT (save for confirmation that such a clarification will be treated as relating to the form of ~~f~~Framework ~~a~~Agreement and/or form of Call-Off Terms and Conditions and dealt with accordingly).

82. NHS England shall review all queries or concerns or suggested revisions to or about the form of framework agreement and/or the form of the Call-Off contract and ~~shall on **17th September 2014**~~prior to the ITT submission date (or such other date as notified by NHS England) issue final forms of the F~~f~~ramework ~~a~~Agreement (including the form of Call-Off ~~c~~Contract) against which bids under this ITT must be submitted in accordance with paragraph 77 above.

83. NHS England itself reserves the right to amend the form of framework agreement and/or the form of the Call-Off Terms and Conditions. Any such amendments shall be included in the final form of framework agreement (including the form of Call-Off Terms and Conditions) issued by NHS England ~~on the **17th September 2014**~~prior to the ITT submission date (or such other

date as notified by NHS England) and/or shall be otherwise issued by NHS England prior to the date for submission of submissions to this ITT.

ITT process

Instructions for responding at ITT stage

84. These instructions are designed to ensure that all bidders are given equal and fair consideration within the procurement exercise. It is important therefore that you provide all the information requested throughout the evaluation stages in the format and order specified.

85. Bidders should read these instructions carefully before completing the ITT documentation. NHS England reserves the right to reject ITT submissions which fail to comply with these instructions. Bidders are advised therefore to acquaint themselves fully with the extent and nature of the services and submission requirements set out in this ITT pack. These instructions constitute the conditions of the procurement. By participating in this procurement process each bidder is deemed to accept that their participation in this procurement process is subject to and governed by the conditions set out in this ITT.

86. It is the responsibility of the bidder to ensure that each and every sub-contractor, consortium member, joint bidder and adviser abides by the terms of these conditions of procurement.

87. The bidder shall not make contact with any other employee, agent or consultant of NHS England who is in any way connected with this procurement exercise, unless instructed otherwise by NHS England.

88. NHS England shall not be committed to any course of action as a result of:

- issuing this ITT pack or any invitation to participate in this procurement exercise;
- communicating with a supplier or a supplier's representatives or agents in respect of this procurement exercise; or
- any other communication between NHS England and any other party in respect of this procurement process.

89. Bidders shall accept and acknowledge that by issuing this ITT pack NHS England shall not be bound to accept any ITT submission and also reserves the right not to conclude a contract for some or all of the services.

90. NHS England reserves the right to vary, suspend or cancel the procurement process at any time without explanation.

91. It is important that the ITT submission is completed accurately to enable NHS England to evaluate the bidder's capacity, capability and technical ability.

92. The ITT submission and any supplementary information required must be submitted in the form specified within this ITT pack and on the Bravo e-tendering system. NHS England reserves the right to reject ITT submissions which fail to comply with these instructions.

93. NHS England may, at its own absolute discretion, extend the closing date and the time for receipt of the ITT specified in the timetable.

94. Any extension granted under paragraph 93 above will apply to all bidders.

95. Bidders must submit their ITT submissions for the relevant lot(s) and any supplementary information required via the Bravo e-tendering system no later than **12 noon on Wednesday 29th October 2014.** NHS England reserves the right to reject ITT submissions received after the closing date.

96. Any documents accompanying the ITT submission must be formatted in Word or Excel as appropriate and all information supplied (including the ITT submission) must be written in English.

97. ~~Potential providers~~Bidders are asked not to PDF their Questions and Submissions Booklets. It is acceptable to password protect submissions so that they are in read-only format. Bid submissions will only be modified by NHS England's project team following submission, to the extent that such modification is required prior to evaluation in order to redact information provided which does not comply with the requirements of this ITT Pack before that information is issued to the evaluation panel for assessment. For example, NHS England will redact any wording in excess of the allowable word limit for any question.

98. Bidders should not include in the ITT any extraneous information which has not been specifically requested in the ITT including, for example, any sales literature, standard terms of trading, web links, etc. Any such extraneous information will not be considered as part of the evaluation process.

99. Bidders must submit all elements of their response within the template booklets and workbooks provided. Any additional documents, appendices or extracts, not specifically requested in the ITT will not be considered as part of the evaluation process.

~~99.~~100. Bidders must employ the following naming proforma for any document uploads:

<Bidder name_Document Name_Lot>.

For example, “NHS England _ITT Q&S Booklet_Lot 1”

~~100.~~101. Only documents clearly named as associated with the answer supplied by a bidder to an ITT question shall be taken into account in the evaluation of that question.

~~101.~~102. NHS England shall be under no duty to seek to identify how documents not identified in accordance with the naming proforma set out above should have been identified. NHS England shall be entitled to discount and not evaluate any document not identified in accordance with the naming proforma set out above.

~~102.~~103. Bidders are advised that the Bravo e-tendering system has a maximum character restriction on document titles of 128 characters. To successfully upload documents, the title of any uploaded document cannot exceed this limit.

~~103.~~104. Submissions received by means other than the Bravo e-tendering system (e.g. hard copies in the post, via email or via an alternative website/e-tendering system) will not be evaluated.

~~104.~~105. Bidders should endeavour to answer all questions as accurately and concisely as possible.

~~105.~~106. Where a question is not relevant to a bidder, this should be indicated with an explanation.

~~106.~~107. Bidders must be explicit and comprehensive in their submissions to this ITT. Bidders should not make any assumptions about their past or current relationships with NHS England, nor assume that such prior business relationships will be taken into account in the evaluation procedure.

~~107.~~108. Bidders written submission to the ITT will be the only source of information on which this ITT stage of the procurement process will be evaluated. Information submitted at PQQ stage will not be taken into account at ITT.

Submission formats and documents for completion

~~108.~~109. Each lot/sub-lot has been set up on the Bravo e-tendering system as a separate ITT. Bidders will only have access to the lot(s) for which they are invited to tender. For the avoidance of doubt, a bidder will only be able to submit an ITT submission in relation to one or more of each of Lots 1, 2A and/or 2B, if they have been notified accordingly of their successful invitation to the ITT stage of this procurement process for these lots.

~~109.~~110. Save for instances where the bidding organisation has notified NHS England of a change and this change has been confirmed as acceptable in accordance with paragraphs 191 to 196 inclusive below, ~~B~~bidders submissions to the ITT stage of the procurement process should be from the same consortia arrangement or bidding form that was invited to tender. Any changes should be communicated as set out within paragraphs 191 – 196 inclusive.

Documents required for bidder submissions at ITT stage

~~110.~~111. Bidders are required to complete and submit the following documents from the ITT pack in responding to the ITT, for each lot to which they are providing a response:

a. Document 1 - Form of Tender Declaration
b. Document 2 - Service Matrix
c. Document 3 - Questions and Submissions Booklet
d. Document 4 - Commercial Schedule

~~111.~~112. With regard to Documents 2, 3 and 4 (Service Matrix, Questions and Submissions Booklet and Commercial Schedule) above, where a bidder is a consortium of organisations, there should be only one response to each question on behalf of the consortium. In the event that multiple submissions are received for the same question from a bidder, NHS England will evaluate only one such submission. The submission evaluated will be the first relevant submission identified in an ITT submission or the first relevant document within the list of documents supplied by the bidder (as applicable).

~~112.~~113. All documents forming the ITT submission are mandatory (Documents 1 to 4 inclusive). All documents must be uploaded to the Bravo e-tendering system. Failure to complete the full ITT submission for each lot/sub-lot may

result in either rejection at ITT stage (for pass/fail requirements) or will significantly impact a bidder's score and therefore affect a bidder's chances of being awarded a place on the ~~f~~Framework A~~a~~greement.

Document 1 – Form of Tender Declaration

~~113.~~114. Bidders are advised that Document 1 of the ITT pack is a separate Word document, titled "Document 1 - Form of Tender Declaration", that must be completed by each bidder and each member of a co-bidding consortium, but not sub-contractors. Bidders are required to upload Document 1 - Form of Tender Declaration to the Bravo e-tendering portal as part of their submission. Where a bidder is involved in multiple ITT submissions as described at paragraph 64 above, a bidder should complete and submit Document 1 for each bidding arrangement.

~~114.~~115. Bidders are advised that the Form of Tender Declaration must be fully completed and signed by an authorised signatory of the bidder. In the case of a partnership, by a partner for and on behalf of the firm; in the case of a limited company, by an officer duly authorised, the designation of the officer being stated.

~~115.~~116. Bidders must complete one Document 1 - Form of Tender Declaration (and sign accordingly) for each of the lots to which the bidder is bidding.

Document 2 – Service Matrix (excel format)

~~116.~~117. Bidders are advised that Document 2 of the ITT is a separate excel document titled "Document 2 - Service Matrix".

~~117.~~118. This document should be completed once per bidder. Where a bidder is a consortium of organisations, there should be only one ~~s~~Service M~~m~~atrix submitted on behalf of the consortium per bid, per Lot.

~~118.~~119. This document is for information only. The information in this document will not be assessed as part of the ITT submission. However, bidders are required to complete this document in full.

Document 3 - Questions and Submissions Booklet

~~119.~~120. Bidders are advised that Document 3 of the ITT is a separate Word document titled "Document 3 - Questions and Submissions Booklet".

~~120.~~121. Bidders are advised that Document 3 - Questions and Submissions Booklet of the ITT must be completed on the correct document relevant to the lot or sub-lot(s) to which they are responding. Each lot and sub-lot has a

separate Questions and Submissions Booklet available on the Bravo e-tendering system. Bidders will only be able to access the documentation for the lot(s) for which they have been invited to tender.

Document 4 – Commercial Schedule

~~121.~~122. Bidders are advised that Document 4 of the ITT is a separate Excel workbook with a number of worksheets within the document, titled "Document 4 –Commercial Schedule".

~~122.~~123. Bidders are advised that Document 4 - Commercial Schedule of the ITT must be completed on the correct document relevant to the lot or sub-lot(s) to which they are responding. Each lot and sub-lot has a separate Commercial Schedule available on the Bravo e-tendering system. Bidders will only be able to access the documentation for lot(s) for which they have been invited to tender.

Evaluation of ITT submissions

124. Unless stated otherwise within the Document 3 - Questions and Submissions Booklet for a particular question or set of questions only the information provided in response to each specific question will be used to evaluate that question. This means that information contained in earlier or subsequent questions will not be taken into account, nor will the information provided by the bidder during the PQQ stage of this procurement process be considered for ITT assessment. Unless stated otherwise, bidders shall not be entitled to cross-reference within a question response to another question response, even where there is commonality.

For the avoidance of doubt, the only responses for which bidders are permitted to cross-reference the context and/or text of other responses within the Questions and Submissions booklet are in relation to Question **A6 in Lot 1** for which bidders are able to cross-reference within that question to any other part of that same question, i.e. (A6(A), A6(B) and/or A6(C)). In all other questions, for all Lots, bidders shall not be entitled to cross-reference within a question response to another question response, even where there is commonality or the questions relate to the same scenario.

~~123.~~125. No additional documents or attachments will be considered. Responses by bidders must not contain any inserted, pasted or embedded documents.

126. Where word counts are applied to a question response any part of a question response provided in excess of the specified word limit will be disregarded. The excessive words within a response will be redacted. Any disregarded part

of a question response will not be evaluated. The word count applied to a question is applicable to the narrative text only (see below for additional information regarding visuals).

NHS England will, so far as possible, use Microsoft Word 2010 to ensure the response provided is consistent with the applicable word limit for that question. Where this is not possible, for example, where words form part of a visual the content of which cannot be counted using Microsoft Word 2010, NHS England will use alternative means to count such words. It is advisable that respondents use the same approach ~~is same tool~~ to ensure their response is compliant with the word limit applicable to each and every question.

127. Visuals, such as ~~tables,~~ diagrams, images, illustrations and/or screenshots, can be used to support a bidder's response to any given question. There is no restriction on the number or size of visuals that may be used within a response to any one question.

Where visuals are included within a response to a question these visuals can include up to 150 words in addition to the word limit for that question. So, for example, where 300 words have been used in a response to a question with a 500 word limit the visual could include up to 350 words (i.e. the remaining 200 words from the word limit plus the 150 words for the visual).Unused words within visuals cannot be added to the word (text only) limit for a question. For example where a 500 word limit applies to a question and a bidder does not use any visuals, the word limit remains at 500 words (i.e. the 150 that could be used in a visual, if a bidder decides not to use a visual cannot use this 150 words).

The additional 150 word allocation for visuals is a total additional word allocation for all visuals included within the response to a question.

This additional word limit is not applicable to tables which are, for the avoidance of doubt, defined as the presentation of data in multiple rows and columns.

As far as possible, bidders are requested to build any visuals directly within the Q&S booklet provided and not insert the image as a picture or screenshot. However, bidders will not be penalised where they are unable to build visuals within the Q&S booklet and where visuals are inserted into the booklet.

Words that are unreadable within a picture, for example due to the size of the wording or where deliberately pixilated/redacted will not be included in the word count limit(s).

128. ~~The content (words or numbers) provided within any visuals will be counted as forming part of a bidders response to a question Any part of a visual provided in excess of the specified word limit will be disregarded and not be evaluated in accordance with paragraph above.~~

Word counts apply to any words or text used within a bidder's response in accordance with the principles of the word count function within Microsoft Word 2010. The word count will include headings, if used within a response to a question, and scientific referencing.

The count applies to words only. Therefore:

- Numbers will not be counted within the Word count
- Lines, including the axes on a graph will not be counted, however any words used to mark an axes will be counted.
- Other characters including symbols/bullets will not be counted.
- All words will be counted including place names on maps, titles of visuals, words used in tables including legends in graphs.

~~124.~~129. Bidders are advised that abbreviations will be accepted, without the need for a potential provider to define their terms, where the abbreviation is commonly recognisable and it is clear, within the context, what the abbreviation stands for or where the abbreviation has been used by NHS England within the ITT pack. For any other abbreviated term utilised by a bidder where it would not be clear what an abbreviation stands for that abbreviated term must be outlined in full on the first occasion that it is referenced within a response to a question followed by the abbreviation. The abbreviation can then be used for future references within the same question. An abbreviation must be defined in full in the response to each question in which it is used. Abbreviations used in the PQQ stage of this procurement process will not be carried over to the ITT stage of this process. NHS England's determination as to whether the meaning of an abbreviation is or is not clear shall be final.

Quality Evaluation

Pass/Fail questions

~~125.~~130. Submission of Document 1 – Form of Tender Declaration is a pass/fail requirement. A pass will be achieved by supplying the requested documentation for each bidder. Failure to submit a complete Form of Tender Declaration for each member of a bidding consortia or bidder will constitute a fail for the full bid.

Information only questions

~~126.~~131. The information provided in Document 2 – Service Matrix is for information only purposes. Bidders are required to complete this document in full.

Scored questions

~~127.~~132. All questions within Document 3 - Questions and Submissions Booklet will be scored questions. All scored questions will be marked according to the criteria set out at paragraph 166 in this document.

Commercial Evaluation

~~128.~~133. Responses to Document 4 - Commercial Schedule will be marked according to the criteria set out at paragraphs 170 to 173 inclusive in this document.

Suitable bidder responses to ITT questions

~~129.~~134. Bidders are reminded to read all ITT documents carefully and ensure that they provide the information required from these documents within their submission.

~~130.~~135. With regard to Document 3 - Questions and Submissions Booklet, bidders are reminded to take care to ensure that they are responding to the question set and demonstrate within their response their ability to meet the requirements of each question. The responses will be evaluated against the questions and the requirements set out within each question only.

~~131.~~136. Bidders are required at ITT stage to demonstrate how they will meet the requirements of customers through the services they would deliver under the framework.

~~132.~~137. Bidders are therefore required to demonstrate their approach to service delivery but may, if they wish, refer to previous experience/ examples to evidence the effectiveness of their approach.

~~133.~~138. For any responses which reference the services of a third party there must be a continuing contractual relationship with that third party and the ~~potential provider~~bidder shall have no reason to believe, at the time of submission, that this relationship will terminate. -For the avoidance of doubt,

for any third party services referenced within a bidder's response, there should be a genuine expectation that those services so referenced will be available to customers upon the commencement date of the framework.

~~134.~~139. Unless otherwise stated for a particular question, bidders wishing to demonstrate their ability to meet the requirements via an example must select examples from the health and/or social care sector.

~~135.~~140. For the avoidance of doubt NHS England shall retain full discretion to determine the relevance of any example submitted by a bidder and to determine the compliance of any example submitted with the above requirements.

~~136.~~141. Where a bidder wishes to reference a previous example to evidence their response to a question this may be an example previously referenced at PQQ stage. For the avoidance of doubt bidders may not cross-reference any response at ITT stage to a previous response given within a bidders PQQ submission.

Clarifications/queries by bidders at ITT stage

~~137.~~142. Unless stated otherwise in these instructions, or in writing from NHS England, all communications from bidders during the period of this procurement exercise must be directed via the messaging service on the Bravo e-tendering system.

~~138.~~143. The deadline for receipt of clarification queries with regard to this ITT pack and/or ITT submission is **12 noon on ~~Wednesday 17th~~ Friday 26th September 2014.** NHS England is under no obligation to respond to any question received after this time and date. NHS England reserves the right to respond to any questions received after this deadline at its absolute discretion.

~~139.~~144. Subject to paragraph 145 below, NHS England will endeavour to answer all questions within a reasonable time frame, but cannot guarantee a minimum response time. NHS England intends to collate clarification questions and respond on a regular basis. The response time may vary, particularly to enable consolidated responses for bidder convenience.

~~140.~~145. NHS England will first provide responses to clarification questions in the week commencing 25th August 2014, and at regular intervals thereafter. NHS England reserves the absolute right to issue clarifications at any stage at its discretion.

~~141.~~146. In order to ensure fair and open competition, NHS England intends to publish the questions and clarifications raised by bidders together with NHS England's responses (but not the source of the questions) to all participants. All clarifications will be published via the Bravo e-tendering system.

~~142.~~147. NHS England reserves the right not to respond to a request for clarification, or to circulate such a request where it considers that the answer to that request would, or would be likely to, prejudice either its or any bidder's commercial interests.

Clarification questions from NHS England

~~143.~~148. NHS England reserves the right to require bidders to clarify their ITT submissions. Any such request will be made to a bidder's nominated representative. NHS England retains a general discretion in relation to this procurement process, at any stage of this procurement process, to seek clarification from any aspect of their bid submitted following the issue of the ITT in respect of this process or any aspect in relation to their previously submitted PQQ response.

~~144.~~149. It is likely that any submission 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 bidder not being considered further in the procurement.

~~145.~~150. NHS England may contact (or may require a bidder to contact on its behalf) any of the bidder's customers, subcontractors or consortium members to whom information relates in that bidders ITT submission, to ask that such customers, subcontractors or consortium members confirm and verify in writing that the information supplied in their ITT submission is accurate and true.

~~146.~~151. NHS England reserves the right to seek third party independent advice or assistance to validate information submitted by a bidder and/or to assist in the ITT submission evaluation process.

~~147.~~152. NHS England reserves the right to conduct site visits and/or audits at any time during this procurement process in order to validate information submitted by a bidder.

ITT criteria, weightings and assessment

~~148.~~153. For the purposes of paragraphs 154 to 183 inclusive, the following references shall have the following meanings:

- "**day rate**" means the maximum rate which will be charged by a framework provider in respect of the services element of services delivered under the framework[17].
- "**quality score**" means the score received for each question within the Questions and Submissions Booklet based on the scoring methodology (0-5) set out within paragraph 166 of this document.
- "**quality mark**" means the score received for each question within the Questions and Submissions Booklet multiplied by the weighting relevant to that question.
- **"total quality mark"** means the sum of a bidders marks achieved for all questions within the Questions and Submissions Booklet. The maximum total quality mark achievable being 85.
- **"commercial mark"** means the score achieved for each element of the Commercial Schedule assessment following application of the calculation and weighting as further described within the Commercial Schedule. There are 2 commercial marks available, day rate commercial mark and volume discount commercial mark.
- **"total commercial mark"** means the sum of a bidders day rate commercial mark and volume discount commercial mark. The maximum total commercial mark achievable being 15.
- **"final score"** means the sum of a bidders total quality mark and total commercial mark. The maximum total final score achievable being 100.
- **"benchmark"** means a minimum threshold employed in this procurement process to determine whether a bidder response can proceed to the next step within the evaluation process and ultimately be awarded a place on the ~~f~~Framework A~~a~~greement. Within this tender process, there are two benchmarks used, quality and final score.
- **"quality benchmark"** means the minimum total quality mark of 59.5 out of 85 which a bidder must exceed (i.e. 70% of the available marks for quality)
- **"final score benchmark"** means the benchmark of 65 or more which a bidder must achieve for their final score.

[17] Further information regarding the considerations within a day rate are provided within Document 4 – Commercial Schedule.

~~149.~~154. The table below sets out the high level assessment areas and weightings for each lot/sub-lot of the ITT.

~~150.~~155. The specific questions and weightings for each question are set out within the Questions and Submissions Booklets and Commercial Schedules for the relevant lot /sub-lot.

Quality Assessment Areas – All Lots

SECTION OF ITT	ASSESSMENT CRITERIA	AVAILABLE MARKS FOR SECTION	TOTAL MARKS
Document 1 - Form of Tender Declaration			
Form of Tender Declaration	**Pass / Fail**	**NA**	**Pass/Fail**
Document 2 – Service Matrix			
Service Matrix	**Information Only**	**NA**	**NA**
Document 3 – Questions and Submissions Booklet			
Part A : Organisational Evaluation Criteria	**0 - 5**	**15**	**85**
Part B: Service and Scenario Evaluation Criteria	**0 - 5**	**70**	
Document 4 - Commercial Schedule			
Part A: Day Rates	**Standard Differential**	**8**	**15**
Part B: Volume Discounts	**Standard Differential**	**7**	

~~151.~~156. Bidders for each lot will be assessed according to the criteria outlined above.

~~152.~~157. Some questions set out a number of requirements which each bidder is required to consider and encompass within their narrative response.
All such requirements are of equal importance (i.e. each such requirement within a question is equally weighted for the purposes of evaluation).

Evaluation of ITT submissions

~~153.~~158. NHS England will evaluate ITT submissions for each lot/sub-lot in accordance with the process set out below:

Step 1 – Documentation review and administration

~~154.~~159. The full ITT submission will be reviewed to ensure all documentation has been submitted correctly. The ITT submissions will be reviewed to ensure all required documents have been uploaded. Where an ITT submission omits any document or information requested NHS England may reject that ITT submission and not evaluate the ITT submission further.

Step 2 – Evaluation of Document 1 - Form of Tender Declaration

~~155.~~160. Document 1 will be evaluated first.

~~156.~~161. Note that where a bidder is a consortium each and every organisation in that consortium must complete a separate Form of Tender Declaration.

~~157.~~162. Should any member of a bidder organisation fail to complete Document 1 as per the requirements the whole ITT submission will, as a result, fail the ITT stage. Any ITT submission which fails Document 1 will not be evaluated further.

Step 3 – Evaluation of Document 2 - Service Matrix

163. The Service Matrix will be reviewed to ensure that bidders have completed the required information in full. All S~~s~~ervice ~~l~~Lines across all ~~s~~Service ~~c~~Categories should be accounted for within the Service Matrix submitted. Any reference to a supplier within a bidders Document 3 – Questions and Submissions booklet should also be listed within and be consistent with the Service Matrix.

164. The Service Matrix will form the basis of the information to be inserted in the table at paragraph 1.2 of Annex 1 of each Order Form (see Schedule 5 of the Call-off terms and conditions). The division of services indicated in that table must be consistent with the completed Service Matrix, subject to any assignments/sub-contracting permitted by the terms of the Framework Agreement after the commencement date of the Framework Agreement.

For the avoidance of doubt, the Service Matrix will not form part of the evaluation process at ITT stage.

~~This Service Matrix is required to help NHS England plan for the Call-Off competitions that will be carried out under the framework agreement following the contract award.~~

Step 4 - Evaluation of Document 3 - Questions and Submissions Booklet

~~158.~~165. Only ITT submissions from bidders that have successfully passed the evaluation set out within steps 1 to 3 above will move forward to evaluation of Questions and Submissions Booklets.

~~159.~~166. Each question within Document 3 has a scoring assessment of 0-5. Each question will be given a quality score in accordance with the following:

Assessment	Score	Interpretation
Excellent	5	~~Significantly exceeds the requirement(s) by demonstrating relevant approach to~~Meets all of the requirement(s) to a good standard and demonstrates additional relevant capability.
Good	4	~~Demonstrates relevant approach to~~ Meets all of the requirement(s) to a good standard
Acceptable	3	~~Demonstrates relevant approach to~~Meets all of the requirement(s) to an acceptable standard
Minor Reservations	2	Minor reservations of ability to ~~demonstrate relevant approach to~~meet all of the requirement(s) to an acceptable standard
Major Reservations	1	Major reservations of ability to ~~demonstrate relevant approach to~~meet all of the requirement(s) to an acceptable standard.
Unacceptable	0	Does not ~~demonstrate relevant approach to~~meet any of the requirement(s) to an acceptable standard ~~and/or insufficient information provided by the potential provider~~.

The requirements means the bullets listed following each question.

The quality score is allocated to the full response received for the question as a whole, not to each requirement. However, bidders must address each of the requirements in order to respond to the full question.

Bidders will be assessed on the extent to which they answer each question set by demonstrating the requirements for each question.

If a bidder provides a response to any question that meets all but 1 of the requirements to an acceptable standard, then, as set out above there will be reservations as to a bidders ability to meet all of the requirements to an acceptable standard and therefore a score of 2 or less will be scored for that response dependent upon the extent of any reservations.

For the avoidance of doubt, failure to address any single requirement or failure to provide a response to an acceptable standard for any single requirement within a question will mean that a score of no more than 2 can be given. Bidders are therefore advised to ensure that they consider and address all of the requirements for every question.

A good "4" score will be achieved where a bidder demonstrates the ability to meet each and every requirement for the relevant question to a standard that is evaluated as a good standard by the evaluation panel for that question through the application of the experience and judgement of each member of the evaluation panel to the relevant tender response.

For a 5 an answer must "meet all of the requirement(s) to a good standard and demonstrates additional relevant capability." So therefore the baseline of a score of 5 is that each requirement is assessed as being met at a good standard and that in addition there is a demonstration of additional relevant capability.

Should a response include additional relevant capabilities but fail to meet all of the requirements as set out within the question to a good standard, then any additional relevant capabilities will not be taken into account for the purposes of evaluation.

Half marks will not be awarded to question responses (e.g. "3.5")

~~160.~~167. The quality score awarded to ~~for~~ each question will ~~then~~ be multiplied by the weighting for the question to obtain a quality mark for that question.

~~161.~~168. A bidder's quality marks will be summated to give a total quality mark. Calculation of the total quality mark will take place up to two decimal places. For the avoidance of doubt the third decimal place will be rounded to the nearest second decimal. In the case of the third decimal being 5, the score will be rounded up (e.g. 61.325 would become 61.33).

169. Bidders must achieve a minimum of 59.5 quality marks out of the available 85 quality marks in order to progress to step 5 of the evaluation process (i.e. 70% of the 85 quality marks available). Where a bidder achieves a total quality mark of 59.5 or more, they will proceed to the next step in the evaluation process, regardless of any quality marks of (0), (1) or (2) for any specific individual question.

This mark of 59.5 means that bidders who score a "3-acceptable" on each question would not achieve the minimum quality mark and would not proceed to Step 5 of the evaluation process (below).

For the avoidance of doubt, the minimum quality mark is applicable to each lot, and applies separately to each lot. There is no interrelation between the scoring of any lot and the scoring of any other lot. Each lot will be marked separately from each other lot.

Step 5 – Evaluation of Document 4 – Commercial Schedule

~~162.~~170. Only ITT submissions from bidders that have successfully passed the evaluation of steps 1 to 4 inclusive above will be taken forward to steps 5 and 6 of the evaluation process.

~~163.~~171. A commercial mark will be awarded for a bidder's response to Document 4 – Commercial Schedule based on the criteria set out in the table below.

~~164.~~172. Further detail regarding the assessment of the Commercial Schedule is provided within Document 4 – Commercial Schedule.

Commercial Assessment Areas – All Lots

SECTION OF COMMERCIAL SCHEDULE	ASSESSMENT CRITERIA	ASSESSMENT	AVAILABLE MARKS	TOTAL MARKS
Day Rates	Total cost for all rates for all grades of staff across each of the service categories.	$\frac{Lowest\ Total\ Cost\ offered\ by\ any\ bidder}{Bidders\ Total\ Cost}$	8	15
Volume Discounts	% volume discounts for defined volumes of spend	$\frac{Bidder\ \%\ Discount}{Highest\ \%\ Discount\ offered\ by\ any\ bidder}$	7	

The volume based discount assessment [Bidder % discount / Highest % discount offered by any bidder] will be applied to each % discount offered for each of the volumes of spend outlined within Document 4 - Commercial Schedule for annual spend under each Call-Off Contract or all Call-Off

Contracts within a tranche as applicable.

~~165.~~173. Each bidder will be given a commercial mark for each section of the Commercial Schedule (day rates and volume discounts) in accordance with the assessment and criteria set out above, and as further detailed within the Document 4 – Commercial Schedule.

~~166.~~174. A bidder's commercial mark will be summated to give a total commercial mark. Calculation of the commercial mark will take place up to two decimal places. For the avoidance of doubt the third decimal place will be rounded to the nearest second decimal. In the case of the third decimal being 5 the score will be rounded up (e.g. 61.325 would become 61.33).

Step 6 - Final Score

~~167.~~175. Each bidder who has successfully passed steps 1 to 4 will be awarded a final score based on the sum of their total quality mark (achieved as a result of Step 4 above) and their total commercial mark (achieved as a result of Step 5 above).

~~168.~~176. At this point, each bidder's final score will be considered against the final score benchmark to determine whether the final score benchmark has been achieved. For the avoidance of doubt this final score benchmark is 65 out of 100.

~~169.~~177. Calculation of the total quality mark, total commercial mark and final score will take place up to 2 decimal places. For the avoidance of doubt the third decimal place will be rounded to the nearest second decimal. In the case of the third decimal being 5 the score will be rounded up (e.g. 61.325 would become 61.33).

~~170.~~178. With regard to Lot 1, where a bidder is successful in achieving the assessment requirements within steps 1 to 6 above, their ~~e~~ final score will be taken forward to step 7, as applicable.

~~171.~~179. For the avoidance of doubt, for Lots 2A and 2B, where a bidder successfully achieves the assessment requirements within steps 1 to 6 above, they will be successful in being awarded a place on the ~~f~~Framework ~~a~~Agreement.

~~172.~~180. For the avoidance of doubt step 7 will only be applied where more than 15 bidders exceed the final score benchmark for Lot 1.

Step 7 – Supplier Ranking – Lot 1 only

~~173.~~181. NHS England intends, on the basis of the evaluation of ITT submissions, to select a maximum of 15 bidders as framework providers for lot 1.

~~174.~~182. Where there are more than 15 bidders for Lot 1 that successfully meet the requirements of steps 1 to 6 above, bidders will be ranked in accordance with their final score and only the top ranked 15 bidders will be awarded a place on the framework.

~~175.~~183. In the event of a tie in scores achieved by bidders for the last available ranked place within the 15 bidders to be awarded a place on the framework, all tied bidders shall be awarded a place even if this results in more than 15 framework providers.

Notification of Award

~~176.~~184. NHS England will inform all bidders of the outcome of the ITT evaluation process via the Bravo e-tendering system.

Standstill Period

~~177.~~185. Before entering into any framework agreement with any framework provider, NHS England will operate a standstill period of at least ten days from the date on which notice is sent to bidders on the bravo e-tendering system of the outcome of the ITT evaluation process.

Term of the ~~f~~Framework ~~a~~Agreement and Call-Offs

~~178.~~186. The term of the ~~f~~Framework ~~a~~Agreement shall be four years from its commencement date.

~~179.~~187. Call-Off ~~c~~Contracts under this ~~f~~Framework ~~a~~Agreement may be for a duration of up to five years from the commencement of the relevant services.

~~180.~~188. Call-Off ~~c~~Contracts may be called off at any point during the term of the ~~f~~Framework ~~a~~Agreement by conducting a further competition, provided that such further competition results in the award of a Call-Off ~~c~~Contract where the commencement date (as defined in the Call-Off ~~c~~Contract, i.e. the date on

which the contract is entered into) falls within the term of the ~~f~~Framework ~~a~~Agreement.

Permitted bidding forms and implication of changes to bidding forms

Permitted bidding arrangements

~~181.~~189. The following form of bidders will be permitted under the terms of this procurement:

- Prime Contractors - where a "Prime Contractor" means one organisation acting as the contractor~~main provider~~ for the purpose of being awarded a place on the ~~f~~Framework ~~a~~Agreement. The Prime Contractor may ~~at its election~~ supplement their bid with support from sub-contractors.
- A Consortium - where a "Consortium" means two or more organisations acting jointly for the purpose of being awarded a place on the ~~f~~Framework ~~a~~Agreement. NHS England will not treat the tender of a consortium as ineligible on the grounds that the consortium has not formed a single legal entity for the purposes of tendering.

~~182.~~190. NHS England will not require any Consortium to form a legal entity before entering into, or as a term of, the ~~f~~Framework ~~a~~Agreement. Tenders for the ~~f~~Framework ~~a~~Agreement will therefore be permitted from:

- a single organisation or sole corporate entity (whether formed prior to tendering or before contract award);
- an organisation acting as lead/prime supplier together with subcontractors; or
- a group of organisations, each contracting separately (Co-Bidding Arrangement).

Bidders are not required to form a single contractual entity or for there to be a single contracting entity party to the ultimate Framework Agreement.

Co-bidding agreements

A sample co-bidding agreement has been provided by NHS England available to download at www.england.nhs.uk/lpf for the benefit of bidders should they wish to use this.

Bidders are advised that it is permissible for co-bidders to be named for individual Service Lines/Service Categories. Co-bidders do not have to be named for a full lot.

Co-bidders will be required to contract and each sign-up as a party to the Framework Agreement and each Call-Off Contract.

Form of agreements with consortium members and sub-contractors

NHS England do not intend to restrict bidders as to the type, format or content of agreements which bidders put in place with consortium members or sub-contractors.

However please note:

(1) A bidder will need to be assured that any consortia member that forms part of their bid will contract /form part of the consortium for the purposes of entering into the Framework Agreement and Call-Off Contracts (as the Framework Agreement will be awarded to the Consortium that bid in each case - if successful);
(2) Where a bidder references the services of a sub-contractor within their response there needs to be a genuine expectation that those services so referenced will be available to customers upon the commencement date of the framework.

Implication of ~~C~~changes to bidding arrangements ~~during the procurement process~~

~~183.~~191. Any and all changes to consortia arrangements must be promptly notified to NHS England as soon as bidders are aware of the change. ~~During the procurement process any changes should be made known in writing via the Bravo e-tendering system.~~

192. Any and all changes to sub-contracting arrangements, which bidders have relied upon and referenced as part of either their PQQ bid submission or their ITT bid submission, must be promptly notified to NHS England as soon as bidders are aware of the change. ~~During the procurement process, any changes should be made known in writing via the Bravo e-tendering system.~~

Changing partners in the bid phase (up to submission of bid)

193. During the bid phase, any changes should be made known in writing via the Bravo e-tendering system. ~~Should a change to consortia or sub-contracting arrangements be made during the procurement process the relevant bidder's PQQ submission will be re-evaluated to ensure that the PQQ submission still meets all pass/fail evaluation criteria and the relevant minimum quality threshold. In such circumstances the relevant bidder shall promptly supply any information requested by NHS England in order to enable such re-evaluation to take place.~~

Adding to consortium and sub-contractor arrangements

Bidders are not prohibited from bringing additional partners on board during the bid phase to complement and sit alongside their service offering to customers as part of their consortium (either as a joint venture partner if forming an SPV to contract or as co-bidders). However, changes must be notified to the Authority who will re-evaluate the new arrangement to ensure that the PQQ would still be passed by the newly configured consortium.

Where a bidder wishes to add a supply chain partner to whom the bidder will sub-contract delivery, the bidder will need to secure an arrangement with that partner in order to name them in the bid. Bidders can add to (strengthen) their supply chain arrangements from their supply chain as described at PQQ.

Bidders should note the provisions of paragraph 194 of this ITT Instructions for Bidders – i.e. that introducing new consortia and/or sub-contracting arrangements that result in a substantially different bidder (in terms of the identity of the service providers of material elements of the services) from the submission submitted at PQQ stage may result in a bid being rejected.

Bidders should therefore look to ensure that new sub-contractors and/or consortia members are only added at the margin of their bid offer as the Authority may reject any changes to supply chain or consortia arrangements that have changed substantively from PQQ stage.

Adding a sub-contractor or consortia member during the bid phase that brings an additional defined capability is more likely to be acceptable as not a substantive change than adding a sub-contractor or consortia member that would deliver a key part of the service offering.

Bidders should notify the Authority of any additions to consortium arrangements as soon as the bidder is aware of the change.

Bidders are able to notify of additional sub-contractors within their ITT submission/Service Matrix, without prior notification to NHS England.
For the avoidance of doubt, this notification may be in the form of Document 2 – Service Matrix. However, bidders are advised to notify NHS England of any substantive new sub-contracting arrangements prior to submission of their bid.

Replacing and/or removing consortium and sub-contractor partners

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Where a bidder wishes to replace a consortium member or supply chain partner to whom the bidder will sub-contract delivery, the bidder will need to secure an arrangement with the replacing partner in order to name them in the bid.

Bidders must be careful about removing consortium or supply chain partners.

Any replacement or removal to a partner must be notified to the Authority who will re-evaluate the new arrangement to ensure that the PQQ would still be passed by the newly configured supply chain.

Bidders should note the provisions of paragraph 194 of this ITT Instructions for Bidders – i.e. that varying consortia and/or sub-contracting arrangements that result in a substantially different bidder (in terms of the identity of the service providers of material elements of the services) from the submission submitted at PQQ stage may result in a bid being rejected.

If a bidder has named a sub-contractor or consortia member at PQQ stage then that sub-contractor or consortia member cannot be removed at ITT stage if that would result in a substantively different bidder (supply chain/consortia) (in terms of the identity of the service providers of material elements of the services). The Authority may reject any revised supply chain/consortia whose constituent members have changed substantively from PQQ stage.

Bidders should therefore look to ensure that new sub-contractors and/or consortia members are only varied at the margin of their bid offer as the Authority may reject any changes to supply chain or consortia arrangements that have changed substantively from PQQ stage.

Replacing/removing a sub-contractor or consortia member during the bid phase that brings defined specialist capability is more likely to be acceptable as not a substantive change than replacing/removing a sub-contractor or consortia member that would deliver a key part of the service offering.

Bidders should notify the Authority of any replacement or removal of consortium or sub-contracting arrangements as soon as the bidder is aware of the change.

Bidders changing the form of arrangements between consortium members or coming together with another bidder successful at PQQ stage.

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Where a consortium decide to come together to bid with its partners in a different way from that envisaged at PQQ submission stage, for example by moving from a co-bid to a lead provider arrangement, the bidder will be required to notify NHS England as soon as the bidder is aware of the change.

Where two bidders (both successful at PQQ stage) decide to come together to bid, NHS England will look for confirmation in writing from both parties of this intention. NHS England confirms that it will not regard an amended bid to be from a substantively different bidder for the purposes of paragraph 194 of this ITT Instructions for Bidders solely by virtue of the fact that it is a combined bid from two bidders that have previously submitted a PQQ submission separately. For the avoidance of doubt bidders are formally notified that two or more bidders that have successfully passed the PQQ stage of this process may combine for the purposes of submitting a single ITT submission in response to this ITT.

NHS England hereby confirm that, where two or more bidders (which were successful at PQQ stage) decide to come together to bid at ITT stage (and confirmation is provided by NHS England of approval to do so following re-evaluation) these bidders will only be able to proceed in this capacity (i.e. a joint bid) and neither of those two bidders would be able to also continue to submit a separate ITT on their own behalf.

It is not acceptable therefore for bidders, successful at PQQ stage, to come together to submit a joint bid and also submit a bid in their own right.

It is each bidders responsibility, where they are to be involved in multiple ITT submissions, to ensure sufficient controls have been put in place to manage and mitigate the potential for a conflict of interest or any collusion arising. This is true for ITT evaluation stage and also for the operation of the framework agreement and subsequent call-off competitions, where multiple bids are successful at ITT stage.

Re-evaluation of bids

Where a change occurs during the bid phase, which constitutes either:

- an addition to a consortium;
- a substantive new sub-contracting arrangement;
- a replacement of a bidder;

- a change to a consortium bidding arrangement; or
- two or more bidders successful at PQQ stage coming together to bid at ITT stage

the bidder will be required to provide NHS England with details of:

- the new composition of the bidding organisation;
- details of the main point of contact for communication;
- the PQQ submission (where applicable), or those elements of the PQQ submission(s), which remain relevant to the new bidding arrangement;
- the areas of their PQQ submission that they believe are impacted by any such change (if any);
- the impact of the change on the relevant bidder's previous PQQ submission(s);
- any other information requested by NHS England as deemed necessary for the Authority to undertake a re-evaluation.

NHS England will then undertake a re-evaluation of each relevant bidder's PQQ submission, identifying any elements of the response affected by the change and determining whether such changes would have impacted the outcome of the bidder's PQQ submission. NHS England may request additional information from the bidder as part of this process.

NHS England will undertake any re-evaluation and communicate the outcome to the bidder as quickly as possible. However, the time required will vary dependent upon the details and extent of any change.

It is acceptable for a bidder to submit a proposal for change for NHS England to consider, prior to carrying out any such change, and NHS England may give advance approval of a proposed change.

~~184.~~194. NHS England reserves the right to reject any proposed amended consortia or varied sub-contracting arrangements in its absolute discretion where it considers that the proposed variation results in a substantively different bidder from the bidder that submitted the relevant PQQ submission.

NHS England advise that where the same parties are expected to perform the same services as set out at PQQ stage and where it is intended that partners whose experience has been relied upon at PQQ are still responsible for the areas set out going forward, NHS England would expect that any re-evaluation of the PQQ would not impact the outcome of the evaluation process relating to that PQQ.

~~185.~~195. If a change occurs during the ITT stage of this procurement process and upon reassessment a bidder no longer:

- satisfies any pass/fail criteria set out at PQQ stage; or
- meets or exceeds the relevant minimum quality threshold for PQQ stage; or
- exceeds the score achieved by the highest scoring potential provider that was not shortlisted at the PQQ stage who had also met all pass/fail criteria and the minimum quality threshold:

then the bidder will be removed from the ITT process and/or not permitted to continue to compete in the procurement process (as applicable). In such circumstances the place of such bidder in the procurement process will **not** be filled by the highest scoring potential provider that has not been shortlisted to proceed to ITT stage that has met all pass/fail criteria and the minimum quality threshold.

196. In these circumstances the number of bidders in each of the lots will not be maintained, as, in the interest of equal treatment to all bidders, NHS England would not be in a position to issue the ITT, at that point, to any additional bidder(s) with the same time limit for response as the existing bidders.

Changing partners after bid submission but before contract signature.

This is not permitted save in exceptional circumstances at the Authority's discretion. Bidders that face unavoidable changes to their declared sub-contractors or consortia members between bid submission and contract signature should notify the Authority as soon as possible.

Any changes should be made known in writing via the Bravo e-tendering system.

Changes to bidding arrangements during the framework term

Bidders are referred to the LPF Call-Off Terms and Conditions and other contractual documents issued as part of the ITT Pack. Bidders must make their own assessment as to the contents and affect of such documentation.

Without prejudice to the above principle, bidders are referred to:

(1) Clause 28 of Schedule 2 of the LPF Call-Off Terms and Conditions in relation to changes of sub-contractors, new sub-contracting, or change of consortia members (if co-bidders).

(2) Clause 15.5.3 of Schedule 2 of the LPF Call-Off Terms and Conditions in relation to changes of control that may trigger termination.

~~186.~~197. Any and all changes to consortia arrangements must be promptly notified to NHS England as soon as bidders are aware of the change.

198. Any and all changes to sub-contracting arrangements, which bidders have relied upon and referenced as part of their PQQ and/or ITT bid submissions, must be promptly notified to NHS England as soon as bidders are aware of the change.

Any and all sub-contracting must be with the prior written consent of NHS England. This would include the creation of a new sub-contract to substitute a sub-contract that expires during the term of the Framework Agreement.

~~187.~~199. NHS England reserves the right to reject any proposed amended consortia or varied sub-contracting arrangements in its absolute discretion where it considers that the proposed variation results in a substantively different bidder from the bidder that submitted the relevant PQQ and ITT submissions.

Naming the ITT Submission in Co-Bid or Consortia arrangements

~~188.~~200. The name of the bidding organisation for ITT stage must be the same as the organisation that had previously submitted a response to the PQQ for this procurement and that, as a result of this submission, has been invited to tender for this procurement opportunity. It is necessary that both the bidding name and all consortia member names match those received at PQQ submission.

~~189.~~201. The provisions of paragraph 200 above shall apply save for instances where the bidding organisation has notified NHS England of a change and this change has been confirmed as acceptable in accordance with paragraphs 191 to 196 inclusive above.

Framework ~~agreement~~Agreement

~~190.~~202. The ~~f~~Framework ~~a~~Agreement will operate in accordance with the terms and conditions set out in Section B of this ITT pack, subject to issue of a final form of framework agreement by NHS England on 17th ~~September~~ October 2014 (or as otherwise advised by NHS England).

~~191.~~203. As outlined in the OJEU notice, published alongside the PQQ documents on 24th February 2014 with reference number 2014/S 040-066467, no level of expenditure will be guaranteed under this ~~f~~Framework ~~a~~Agreement and all expenditure under this ~~f~~Framework ~~a~~Agreement will be subject to further competition.

~~192.~~204. No undertaking or any form of statement, promise, representation or obligation has been made by NHS England and/or any of the participating authorities in respect of the total volumes or value of the services to be ordered by them pursuant to this ~~f~~Framework ~~a~~Agreement. Bidders have not been provided with or offered any form of exclusivity in relation to orders for the services and the bidders acknowledge and agree that they have not entered into this ~~f~~Framework ~~a~~Agreement on the basis of any such undertaking, statement, promise or representation.

~~193.~~205. In entering this ~~f~~Framework ~~a~~Agreement, no form of exclusivity has been granted to the bidders by NHS England and/or any other participating authority.

~~194.~~206. NHS England and/or other participating authorities are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all services which are the same as or similar to the services.

~~195.~~207. The legal status of the ~~f~~Framework ~~a~~Agreement will be determined by the identity of the parties to each ~~f~~Framework ~~a~~Agreement and will be regulated in accordance with the terms of the ~~f~~Framework ~~a~~Agreement. Bidders should note that in accordance with Clause 9.5 of Schedule 1 of the ~~f~~Framework ~~a~~Agreement NHS England binds itself to treat the provisions of the ~~f~~Framework ~~a~~Agreement as between NHS England and any commissioning support unit of NHS England that becomes a framework provider (if any) as if that ~~f~~Framework ~~a~~Agreement were legally enforceable.

Framework management fee

208. The ~~f~~Framework ~~a~~Agreement will require each bidder entering into it to pay a management fee to NHS England. The management fee applicable is as follows:

0.2% of the first years anticipated contract value is levied up front, on award of the call-off contract.
0.5% of income received is levied in the first year following mobilisation of the call-off contract
Subsequent years of the call-off contract to be no more than above and it is anticipated that in the subsequent years of the Call-Off Contract the management charge will be reduced to less than 0.5% charged on the income received each year.

~~The management fee will be calculated on the basis of 1% of the income received by a framework provider under all Call-Off contracts of which it is a party~~.

~~196.~~209. The management fee will enable NHS England to undertake a number of tasks to ensure the proper management of the ~~f~~Framework ~~a~~Agreement to the benefit of customers and framework providers which will include: monitoring of uptake and expenditure under the ~~f~~Framework ~~a~~Agreement and promoting use of the Framework, providing procurement, legal and mobilisation support to enable customers to define their requirements effectively, identifying opportunities for and the facilitation of timely and co-ordinated/collaborative procurements by commissioners across the NHS and wider public sectors (to the extent appropriate), ensuring as smooth a transition as possible from current supply to new providers (if applicable on the results of mini-competitions), ~~and~~ the ongoing management of the Framework Agreement and framework providers and continued support for Call-Off Contracts awarded under the Framework Agreement.

Call-Off C~~c~~ontracts

~~197.~~210. All contracts awarded under the ~~f~~Framework ~~a~~Agreement will operate in accordance with the terms and conditions set out in Section B of this ITT pack, subject to issue of a final form of ~~f~~Framework ~~a~~Agreement by NHS England on 17th ~~September~~ October 2014 (or as otherwise advised by NHS England).

~~198.~~211. No Call-Off C~~c~~ontract will be awarded without a further competition being conducted in accordance with Schedule 7 of the ~~f~~Framework A~~a~~greement. Under such a further competition all framework providers that are capable of meeting the requirements for the relevant Call-Off ~~c~~Contract will be invited to submit responses to a Call-Off ITT.

~~199.~~212. Responses to each Call-Off ITT will be evaluated in accordance with the Call-Off award criteria set out in Schedule 7 of the F~~f~~ramework ~~a~~Agreement.

~~200.~~213. A participating authority may run a further competition and issue a Call-Off ITT on its own behalf (in respect of its own requirements) and/or on behalf of other participating authorities (in respect of its own requirements and such other participating authorities' requirements). In addition participating authorities may collaborate to jointly conduct a further competition and award a Call-Off C~~c~~ontract to a framework provider under which such participating authorities contract either jointly or separately.

~~201.~~214. For each Call-Off ~~c~~Contract, participating authorities may only define their requirements under a single lot of the F~~f~~ramework ~~a~~Agreement. I.e. they may only Call-Off from lot 1 or lot 2A or lot 2B under each individual further competition.

~~202.~~215. When defining their requirements for a Call-Off C~~c~~ontract a participating authority may define their requirements to include some or all of the ~~s~~Service ~~l~~Lines within a lot.

~~203.~~216. Participating authorities may conduct further competitions where their requirements are divided into lots and where separate Call-Off C~~c~~ontracts are awarded for each such lot.

~~204.~~217. Participating authorities may conduct as many further competitions as is necessary to meet their requirements for services falling within the scope of the ~~f~~Framework A~~a~~greement, and such further competitions may be conducted at any point within the term of the ~~f~~Framework ~~a~~Agreement.

~~205.~~218. The legal status of the Call-Off C~~c~~ontracts will be determined by the identity of the parties to each Call-Off C~~c~~ontract and will be regulated in accordance with the terms of the Call-Off ~~c~~Contract.

Call-Off rules

219. Framework providers may conduct a competition to award a Call-Off Contract under the Framework Agreement either:

(1) On its own behalf (if it is a Participating Authority); and/or
(2) on behalf of a customer;

(including in both cases for the avoidance of doubt where any such framework provider is a commissioning support unit of NHS England) as long as effective steps are taken to manage any potential conflicts of interests which may arise owing to that competition. This includes, but is not limited to, the framework provider disbarring themselves from the competition opportunity that the framework provider is running on its own behalf or on behalf of a customer.

.~~No organisation that is a framework provider may conduct a competition to award a Call-Off contract under the framework agreement (including for the avoidance of doubt where any such framework provider is a commissioning support unit of NHS England).~~

~~206.~~220. Where a framework provider responds to a Call-Off ITT, and the framework provider comprises of more than one contracting organisation, then the response to the Call-Off ITT must be submitted for and on behalf of each and every such organisation and in the event of such framework providers being successful in such Call-Off competition each and every one of such organisations shall enter in to the Call-Off ~~c~~Contract.

~~207.~~221. Where a framework provider is awarded a Call-Off ~~c~~Contract, and the framework provider comprises of more than one contracting organisation, then each such organisation shall provide and/or ensure the delivery via their supply chains of those services that were identified as the services to be provided by such organisation in their response to this ITT (Document 2 – Supplier Matrix).

222. Bidders should note that where as part of their response to this ITT they have identified that part of their service provision would be undertaken by sub-contractors, such sub-contractors may only be substituted by other sub-contractors or not deployed to provide the identified services where consent is granted under the ~~f~~Framework A~~a~~greement.
Where a bidder identifies other sub-contractors within their Service Matrix, there should be a genuine expectation that that sub-contractor will be used to deliver the services as required under the Framework Agreement.

~~208.~~223. Bidders are referred to the ~~f~~Framework ~~a~~Agreement which will also regulate where framework providers wish to utilise sub-contractors not identified in their response to this ITT and which requires consent to any such sub-contractor.

~~209.~~224. Bidders are referred to the form of Call-Off ~~c~~Contract set out in the ~~f~~Framework ~~a~~Agreement that detail the provisions that will apply in relation to staff affected by the award of any Call-Off ~~c~~Contract, and the assumptions in this respect that will need to be made by framework providers in responding to the Call-Off competition.

Call-Off Rules – Employment

~~210.~~225. Participating authorities and suppliers shall comply with the obligations and expectations of the Cabinet Office Statement of Practice "Staff Transfers in the Public Sector" (as amended) ("**COSOP**") and Fair Deal.

~~211.~~226. The transfer of staff in connection with the ~~f~~Framework ~~a~~Agreement shall be governed by TUPE, or, if TUPE is considered not to apply in any particular circumstances, by COSOP. In line with the principles of TUPE, the terms and conditions (including continuity of service) of transferring staff shall be protected and staff must be treated no less favourably than had TUPE applied.

~~212.~~227. As provided for by COSOP, participating authorities and suppliers shall not orchestrate a non-TUPE situation.