

Invitation to Tender

Prime Health Service Contract to provide:

Integrated Musculoskeletal (MSK) Service

CLOSING DATE FOR RETURNS:

07.07.17 @ 10:00am

Tender Process: Light-touch regime open procurement process.

Regulations 74, 75 & 76 Public Contract Regulations 2015, Chapter 3, Section 7.

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SCHEDULE A

BACKGROUND TO TENDER OPPORTUNITY

BACKGROUND TO THIS OPPORTUNITY

The National Health Service (NHS) is facing a period of intense pressure. Authorities are being challenged to deliver services more efficiently, improving access, quality, and patient experience resulting in improved patient outcomes, whilst doing so within its allocated funds. NHS Wirral CCG is looking towards service providers to innovate care pathways to deliver this challenge.

Musculoskeletal (MSK) services are provided across Wirral and include elective orthopaedics, orthopaedic outpatients, physiotherapy, podiatry, pain management and rheumatology. Patients are typically referred into these services from general practice; however admissions through the emergency department and minor injury units are also common place.

In 2002 the Pennine MSK Partnership established a pilot to triage rheumatology referrals. Following the implementation of this triage 50% of referrals were successfully diverted away from a secondary care setting.

In July 2006 the Department of Health (DH) (2006) published the Musculoskeletal Services Framework (MSF) which “promotes the redesign of services” together with the development of “...multidisciplinary interface services ... [that act as] ... a one-stop shop for assessment, diagnosis, treatment or referral to other specialists”. This key national document encouraged the sharing of care across organisational boundaries and improvements in the integration and collaboration between primary and secondary care. Service redesign of this nature would achieve for health economies the avoidance of unnecessary patient attendances and elective admissions.

Following the launch of NHS Right Care, (a programme about improving population-based healthcare, through focusing on value and reducing unwarranted variation) in January 2017 the programme published the “where to look” guidance. Wirral CCG identified the following key areas in terms of spend and quality:

Spend:

- MSK - Rate of bed days
- % patients 75+ years with fragility fracture treated with BSA

Quality:

- Hip replacement, EQ-5D Index, average health gain
- Hip fractures in people aged 65+
- Hip fractures in people aged 80+

The Where to look pack is supported by a Focus pack, this pack covers a wide range of MSK areas, identifying further areas for consideration, for example, primary care prescribing, particularly DMARDS, NSAIDS, shoulder resurfacing, knee replacements and pain management, back & radical pain. The full Rightcare packs are available to download [here](#)

In May 2017 NHS England published the Elective Care Programme, which includes a requirement for all CCGs in England to have in place an MSK triage service or have in place plans to launch an MSK Triage service by September 2017.

There have been many examples nationally of how the integration of MSK services has delivered both cost reduction and improved the patient experience, through quicker access to services, reducing cross referrals, improving surgical conversion rates and ensuring the most appropriate drugs are being prescribed.

NHS Wirral Clinical Commissioning Group (CCG) seeks to implement an Integrated MSK Service under a prime provider contract. The CCG intends to award a contract to a single provider who will deliver the service and also sub-contract up to a maximum of 30% (by value) of service provision. The Integrated MSK service must be a consultant led service, accessible through a triage service operating in a community based setting. The CCG expects the prime provider to sub-contract elements of the service to partners to ensure a buoyant market place remains in place and therefore a sustainable health economy remains in place.

Constitutional Referral to Treatment (RTT) 18 week waiting times will apply at the point the patient is referred into the Triage service, and the pathway will be considered complete for target purposes in the following scenarios;

- The triage service offers an intervention aimed to treat the patient as a preventative measure to secondary care, such as the offer of weight management or exercise programmes. RTT will not be considered complete if the intervention is purely to defer an inevitable referral, for example just to make the patient medically optimised for surgery. In this instance the RTT clock will continue until first treatment, i.e. Surgery. RTT clock will stop if the intervention such as weight or lifestyle management is considered a treatment and alternative to surgical referral.
- The triage service onward refers to a secondary care speciality that then completes the first treatment of for example, the prescribing of pain management biologic drugs or a surgical intervention.

Patient choice of secondary care venue and clinical team must be promoted to ensure disruption to the patient's quality of life is minimised. For example if a patient wishes to be treated out of the Wirral area due to having support networks available to them in those areas, the patient's wishes should be granted and choice offered.

The service will be accessible through self-referral, GP referral or other services the patient may have already been engaged with.

The Integrated service will operate within a fixed capitated budget.

By forming this new integrated service we aim to reduce duplication and inefficiencies of the current system, improve the patient experience, improve constitutional waiting time targets and improve patient outcomes whilst reducing the cost to the health system

Strategic need to integrate orthopaedics

CCG's across England have demonstrated value from the introduction of an MSK triage service, however Wirral is currently failing its 18 week waiting time target for elective orthopaedics with over 486 patients breaching an 18 week wait (March 2017).

Wirral's secondary care orthopaedic surgical conversion rates are 37% for hips and 28% for knees. We would expect this to be closer to 50% from comparator regions. This suggests an excessive amount of inappropriate or premature referrals are being sent to Orthopaedic outpatients for assessment. Benchmarks show conversion rates hitting 70% from introducing a triage and integrating services.

The CCG's current annual costs for these services are:

Service	Spend
Elective Orthopaedics	£17,661,673
Physiotherapy	£3,483,090
Podiatry	£1,764,735
Rheumatology	£1,602,669
Pain	£774,411
Total	£25,286,578

HOW THE PROPOSED CONTRACT WILL OPERATE

The contract on offer is a prime provider contracting model. As such the CCG is offering a single contract to a single vendor who will be responsible for delivering all specified services and outcomes in return of the agreed financial payment, payable within the terms established as part of this tender process. The prime provider will sub-contract elements of the services to meet the requirements of the specification, however the prime provider is wholly responsible for the establishment of those sub-contracting arrangements and is liable for any payments throughout its supply chain. All patient services, including all sub-contracted patient services must be performed within the Metropolitan Borough of Wirral.

The Triage Service must be live and accepting GP referrals from the 1st November 2017. The Prime Provider contract will be in place in full from the 1st November 2017 including the full capitated budget (pro-rata) for that period. We therefore expect the Prime Provider to have interim sub-contracting arrangements in place between 1st November 2017 and 31st March 2018 to be able to meet all of the service, with the service being truly integrated and long-term sub-contracting arrangements in place for the remaining life of the contract from the 1st April 2018.

The provider must route all new MSK related referral activity it receives through the Triage from the 1st November 2017. If the provider has any pre-existing Wirral CCG waiting lists for MSK related activity, where the appointment is in place from the 1st November 2017, those patients must be seen within that existing pathway but financed from within the new integrated capitated budget. The Prime Provider will also take on financial responsibility for all existing Wirral MSK patients who are within an existing pathway with any out-going provider from the 1st November 2017. If the Prime Provider does not make the necessary sub-contracting provision and transfer of care, patients will be discharged from their existing service and referred into the Triage. Therefore to minimise any detrimental effect to patients during the transfer of service, we strongly advise the prime provider make all necessary short-term sub-contracting arrangements to allow for a seamless integration of services.

Upon award of the contract the CCG will facilitate a co-ordinated exit from AQP system to the new system.

Reporting on outcomes and performance against key performance indicators will be required on a monthly basis in an agreed format negotiated with the commissioner following contract award.

The contract period is for 5 years.

BACKGROUND TO WIRRAL CCG

Wirral Clinical Commissioning Group commits to continue to improve health and reduce disease by working with patients, public and partners, tackling health inequalities and helping people to self-care. Every GP practice on Wirral is a member of the Clinical Commissioning Group (CCG). The CCG serves over 330,000 residents and has 52 GP practices, covering 4 constituent areas.

What is Clinical Commissioning?

Clinical commissioning is the term we use to describe how an organisation (the commissioner) first identifies the health needs of a population and then sets about a process to appoint other organisations (providers) to supply services to meet these needs. We have a duty to ensure that the services we commission are high quality, safe, local and accessible and also good value for money. The types of service we commission include:

- Most local hospital care, for example, A&E, Outpatients, Tests and Operations
- Most mental health care including both GP based services and hospital-based services
- Most community services for example district nurses, matrons and physiotherapy

We do not commission all health services. In these cases NHS England has the responsibility:

- GPs, Dentists, Opticians & Pharmacists
- Specialist Services, for example, cardiac & neurosurgery or transplant surgery.

The CCG came into existence as part of the reorganisation of NHS structures undertaken in response to the Health & Social Care Act 2012. Under the new legislation, we are responsible for commissioning health services for the residents of Wirral.

In doing this our objectives are:

- To empower the people of Wirral to improve their physical, mental health and general wellbeing.
- To reduce health inequalities across Wirral
- To adopt a health and wellbeing approach in the way services are both commissioned and provided

- To commission and contract for services that demonstrate improved patient centred outcomes; are high quality and seamless for the patient; are safe and sustainable, evidenced based and demonstrate value for money.
- To be known as one of the leading CCGs in the country
- Provide system leadership in shaping the Wirral health and social care system as to be fit for purpose both now and in 5 years' time.

HOW THIS PROCESS WILL WORK.

'Light-touch regime' tender process.

As a health service, this opportunity will be tendered in-line with regulations 74, 75 & 76 Public Contract Regulations 2015, Chapter 3, Section 7.

Following the receipt of your bid and the final deadline passes, your bid will be opened by the assessment panel.

Your bid will be qualitatively assessed using the award criteria laid out in the Conditions of Tender. If clarification on your submitted bid is required, specific clarification questions will be issued to you through the procurement portal. It may also be required for you to present your bid to the evaluation panel. Presentations will be purely used for clarification and not used as a separate method of scoring the bid.

Following the conclusion of the evaluation you will be issued notification of either being successful or unsuccessful. This will be accompanied by a debrief letter advising you of your scores and if appropriate the scores of the winning bid, along with narrative as to how the scores were applied and what the characteristics and relative advantages of the winning bid were. A 10 day optional standstill period will apply prior to contract award.

SCHEDULE B

INVITATION TO TENDER

INVITATION TO TENDER

1. Bidders/Tenderers

In this ITT the terms “Bidder(s)” and “Tenderer(s)” are used interchangeably to indicate an organisation that is participating in this tender process. The term “supplier/provider” refers to a successful applicant following the procurement.

The terms bid and tender are similarly used interchangeably.

2. Contracting Authorities

NHS Wirral CCG, hereafter referred to as the "Authority", invites competitively tendered offers in accordance with the attached Tender Documents as listed in the Master Index.

3. Acceptance of bids

The Authority does not bind itself to accept the lowest or any offer, and reserves the right to accept an offer either in whole, or in part, each item being for this purpose treated as offered separately.

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

4. Clarification Questions from Bidders

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

The last date and time for the submission of Clarification Questions is **10:00 AM Friday 16th June 2017**

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

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

Clarification questions received by any other method may constitute canvassing as defined in this ITT. Organisations participating in a bid submission are therefore strongly advised to ensure that any communication with NHS Wirral CCG and/or its employees about or related to this procurement process is submitted through the

NHS Sourcing e tendering portal only, as failure to do so may result in their bid submission being disqualified.

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

5. Clarification Questions from the Authority

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

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

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

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

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

6. Return of Bids

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

The Authority intends to award the contract to the Bidder(s) who submit(s) the most economically advantageous bid(s) as determined by applying the evaluation criteria set out in this ITT. However, the Authority reserves the right not to award all or any of the business to most economically advantageous bid(s) or to any bidder. The Authority also reserves the right to award the business to more than one bidder.

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

7. The closing date for the return of Tenders is Friday 7th July 2017 @ 10:00 Hours

These dates are provided for indicative purposes only and are subject to change.

Task	Indicative Date
ITT Published	6.06.17
Clarification Ends	16.6.17
Bid Return	7.7.17
Presentations	14.07.17
End Evaluation	01.08.17
Debrief and Standstill	04.08.17
Contract Signed & Mobilisation	31.08.17
Service launches	01.11.17

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

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

SCHEDULE C

**CONDITIONS OF TENDER
& Award Criteria**

CONDITIONS OF TENDER

1. Information and Confidentiality

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

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

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

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

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

2. Freedom of Information and other information disclosures

- 2.1 The Authority is committed to open government and meeting legal responsibilities under the Freedom of Information Act 2000 (FOIA). Accordingly, any information created by or submitted to the Authority (including the

information contained in the ITT and the submissions received from Bidders in response) may need to be disclosed by the Authority in response to a request for information.

- 2.2 The Authority may also decide to include certain information in their relevant publication scheme maintained under the FOIA. In making a submission, each bidder therefore acknowledges and accepts that the information contained therein may be disclosed under the FOIA.
- 2.3 Bidders must clearly identify any information supplied in response to the Tender, which they consider to be confidential or commercially sensitive and attach a brief statement of reasons why such information should be so treated and for what time period.
- 2.4 However, Bidders should be aware that even where a Bidder has indicated that information is commercially sensitive, the Authority is responsible for determining at their absolute discretion whether such information is exempt from disclosure under the FOIA, or must be disclosed in response to a request for information.
- 2.6 Bidders should also note that the receipt by the Authority of any information marked “confidential” or equivalent does not mean that the Authority accepts any duty of confidence by virtue of that marking, and the Authority has the final decision regarding the disclosure of any such information in response to a Request for Information.
- 2.7 In making a submission in response to this Tender, each Bidder acknowledges that the Authority may be obliged under the FOIA to disclose any information provided to it:
 - Without consulting the Bidder; or
 - Following consultation with the Bidder and having taken its views into account.
- 2.8 Bidders acknowledge that the Authority may be subject to the Environmental Information Regulations 2004 (EIR) and shall assist and co-operate with the Authority (at the Bidder’s expense) to enable the Authority to comply with its information disclosure requirements contained in this legislation.
- 2.9 Bidders should be aware of the Authorities obligations and responsibilities under the EIR to disclose, on request, recorded information held by the Authority. Information provided by Bidders in connection with this procurement process, or any contract that may be awarded as a result of this process, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the EIR applies.

The Authority 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.
- 2.10 Bidders acknowledge that the Authority and/or its members may be subject to the Government’s public sector purchasing transparency requirements and that Authority

and/or its members may be required to publish on a Government online portal or otherwise details of this procurement process, including but not limited to the process documentation and the contract awarded.

3. Prices

- 3.1 Prices in the Price Schedule (Schedule G) must remain open for acceptance until 90 days from the closing date for the receipt of Tenders.
- 3.2 Prices on the schedule must be firm (i.e. not subject to variation) for the duration of the initial contract term. Any amendments to the fixed period will be rejected.
- 3.3 Where the accumulated costs materially exceed the advertised contract value (as published in the award notice), the authority reserves the right to terminate and re-tender the contract.
- 3.4 Where prices exceed that of the allocated budget for the project, the authority reserves the right to terminate the procurement or seek clarification from bidders to submit a secondary pricing schedule.

4. Tender Documentation and Submission

- 4.1 Tenders must be for the supply of the whole of the specification upon the terms and conditions of the contract. Tenders for part or parts only of the specification or for different standards or frequencies or made subject to alternative terms or conditions may be rejected.
 - 4.2.1 The offer should be strictly in accordance with the specification. Alternatives may be offered but all differences between such items and the Specification must be indicated in detail in the Bidder Response and Price Schedule.
- 4.3 Tenders must comprise:
 - 4.3.1 the Standard Questionnaire Response
 - 4.3.2 the Supply Response
 - 4.3.3 the Price Schedule
 - 4.3.4 the Form of Offer
 - 4.3.5 the Certificate of Non-Canvassing
- 4.4 The Form of Offer must be signed by an authorised signatory, scanned and uploaded or signed digitally, and uploaded into the e tendering portal where indicated. 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. Any signature included in the Tender will be deemed to be from an authorised person.
- 4.5 The Tender must be completed in full. Any Tender may be rejected which:
 - 4.5.1 contains gaps, omissions or obvious errors; or
 - 4.5.2 contains amendments which have not been initialled by the authorised signatory; or
 - 4.5.3 is received after the closing time.

- 4.6 For help in completing the Tender compliantly with the requirements of this ITT please contact the Authority via the e-tendering portal messaging facility.
- 4.7 Offers must be written in English and submitted via the Authority tender website at www.nhssourcing.co.uk
- 4.8 The Authority may, at its own absolute discretion extend the closing date and time specified above without request. Any extension granted will apply to all Tenderers.

5. Rebates/Commissions

- 5.1 In any application of rebates and commissions, Tenderers will be treated fairly and equitably within their markets. Furthermore, agreement will be reached between both parties on the process for relating payments to contractual activity.

6. Award Criteria

- 6.1 The Contract will be awarded on the basis of the most economically advantageous offer which is judged on the following:

Requirement	Maximum Marks	Total Percentage (weight) %
1.0 Integrated MSK and Triage Service	52	10%
2.0 Physiotherapy	96	25%
3.0 Rheumatology	28	4%
4.0 Pain	20	3%
5.0 Elective Orthopaedics	20	3%
6.0 Podiatry	8	3%
7.0 Alternative interventions	4	1%
8.0 Corporate Social Responsibility & governance	28	1%
9.0 Integrated service summary and exit	20	20%
10.0 Commercial Response	NA	30%

6.1.1 Sub Criteria

The sub criteria marks denoted against each area within the bidder response schedule.

6.1.2. Scoring methodology: non-price

This methodology is for information only and will be used solely by the Authority for the evaluation of the tender returns. This methodology will apply where qualitative information is provided. Where an answer of Yes or No is required, 4 points will be awarded for an answer of Yes and 0 for an answer of No.

Rate	Qualifier
0	No Confidence
1	Serious concerns
2	Concerns, Some Confidence
3	Acceptable, Confident
4	Exceptionally Confident

6.1.3 Scoring methodology: price & rebates

Prices will be assessed using the standard differential method:

$$\left(\frac{\text{Lowest Bid Price}}{\text{Bid Price}} \right) \times \text{Criteria } \% = \text{Final Score}$$

Bidders are invited to give capitated budgets for each of the 6 financial periods the contract covers. Each financial period is weighted separately, adding up to a total commercial weight of 30%. This is to reflect the urgency of the service to deliver an immediate saving in-year.

7. TUPE

- 7.1 The attention of Tenderers is drawn to the provisions of the European Acquired Rights Directive EC77/187 and TUPE (Transfer of Undertakings Protection of Employment Regulations). TUPE may apply to the transfer of the Contract from the present supplier to the new one, giving the present supplier's staff (and possibly also staff employed by any present sub-contractors) the right to transfer to the employment of the successful Tenderer on the same terms and conditions. The above does not apply to the self-employed.
- 7.2 Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.
- 7.3 The Authority provides no warranty as to any information provided and the accuracy of any such information supplied and accepts no liability for any inaccuracies that is contained within it or for any omissions from such information. Tenderers must form their own view and make their own enquiries as to whether TUPE will apply and as to the workforce implications if it does.

- 7.4 The successful supplier will be required to indemnify the Authority against all possible claims under TUPE.
- 7.5 It is a requirement that the successful supplier will pass on all details of their own workforce towards the end of the Contract period so that this information can be passed to other bona fide suppliers to enable them to assess their obligations under TUPE in the event of a subsequent transfer occasioned by a future tender process
- 7.6 The following information is the name of each provider by out-going service, which will be replaced by the new integrated service. No further TUPE information will be provided.

Service	Current Providers
Physiotherapy	Wirral University Teaching Hospital NHS Foundation Trust
	Spire Healthcare Ltd
	Peninsula Health LLP
	Wirral Community NHS Foundation Trust
	The Integrated Care Clinics Ltd
	Premier / Joints & Points
Podiatry	Peninsula Health LLP
	Wirral Community NHS Foundation Trust
Pain Management	Wirral University Teaching Hospital NHS Foundation Trust
	Spire Healthcare Ltd
Rheumatology	Wirral University Teaching Hospital NHS Foundation Trust
	Peninsula Health LLP
Elective Orthopaedics	Wirral University Teaching Hospital NHS Foundation Trust
	Spire Healthcare Ltd
	Peninsula Health LLP

8. Canvassing

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

- directly or indirectly attempts to obtain information from any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in ITT); or
- directly or indirectly attempts to contact any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the ITT); or
- directly or indirectly attempts to influence any member, employee, agent or contractor of the Authority 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 ITT;
- directly or indirectly canvasses any member, employee, agent or contractor of the Authority concerning the process leading to the award of the contract (save as expressly provided for in the ITT);

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

9. Collusive Tendering

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

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

10. Guarantees

- 10.1 If the successful Tenderer is a subsidiary Company within the meaning of S1159 of the Companies Act 2006 (as amended) it shall also provide to the Authority within 28 days receipt of written acceptance of the Tender a Guarantee by its holding Company (as defined by the Companies Act 2006) to secure the due performance by the successful Tenderer of its obligations to the Contracting Authority
- 10.2 If the successful Tenderer shall fail to provide the Guarantee within the period specified in 10.1 above, the Authority shall by written notice to the Tenderer be entitled to treat such failure as putting an end to the Contract between the Authority and the Tenderer, and the Tenderer, shall thereupon be liable to pay to the Authority damages, for such failure of such sum as shall be equivalent to the difference between the total whole term contract price of the contract with the successful tenderer and the total whole term contract price of the contract offered by the second placed Tender received by the Authority which at the date such notice is given is still open for acceptance by the Authority.

11. The Contract Terms and Conditions

- 11.1 This procurement exercise concerns the conclusion of a Contract under which a single Tenderer will be appointed (as denoted in the opportunity listing or OJEU notice) to supply the offering as described in Schedule D the specification, to the Authority on the terms agreed. A copy of the specimen Contract including the contract terms and conditions can be found in Schedule E.
- 11.2 Upon concluding the procurement process the signed acceptance of the specimen contract shall be issued to the successful bidder. This will form the contract.

12 Disclaimer

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

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

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

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

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

The Authority, accept 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, howsoever arising (whether under contract, tort or under any statutory provision or otherwise) including under any implied contract between Authority and any Bidder arising by virtue of this tender process.

The Authority reserve the right to change the basis of, or the procedures (including the timetable) relating to, the procurement process, to reject any, or all, of the SQ submissions and ITT bids, not to invite a Potential Bidder to proceed further, not to furnish a potential Bidder with additional information nor otherwise to negotiate with a potential Bidder in respect of the procurement.

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

13 Bidder changes

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

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

14 Procurement Costs

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

The Authority 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.

15 Publicity

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

16 IPR

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

17 Law and Jurisdiction

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

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

SCHEDULE D

SPECIFICATION



2017-18 Service
Spec MSK FINAL.docx

SCHEDULE E
SPECIMEN CONTRACT
(INCLUDING CONTRACT TERMS AND CONDITIONS)

E: Template Contract and Terms and Conditions.

1. Template Particulars of Service



1-particulars-fl
(3).docx

2. Template Service Conditions



2-service-conditions-
fl.pdf

3. General Conditions



3-general-conditions-
fl-v2.pdf

SCHEDULE F

BIDDER RESPONSE

(for mandatory completion and return)

**** TO BE COMPLETED****

(You may embed PDF/Word Responses to the document. There is no absolute word cap but please try and keep responses to within 500 words per question for proportionality)

Integrated MSK Access and Triage Service

Section 1		
Q1.1	How will you manage demand through the successful education and empowerment of all of our Wirral population to understand when it is appropriate to self-care (and how) and when they should seek further help (and how)?	4 Marks
Answer		
Q1.2	What is your planned approach to the development of relationships with primary care in relation to supporting the promotion of self-care, shared decision making, and managing referral demand? How will you manage GPs who repeatedly refer inappropriately to the service?	4 Marks
Answer		
Q1.3	What is your planned process for managing referrals which are inappropriately sent as urgent or routine, or have been inappropriately identified as MSK, or have been inappropriately identified as non-2 week wait cases?	4 Marks
Answer		
Q1.4	How will you select your clinical assessment staff to ensure they are sufficiently trained, experienced and prepared to deal with the multiplicity of MSK patients, their conditions and the resulting disability, both short and long term?	4 Marks
Answer		
Q1.5	How will you develop care plans with patients, ensuring Shared Decision Making and reflective discussions take place and impact on planning? What do you see as the most important element of care planning? How will you ensure changes to these plans are communicated to the GP and reflected in the patient held record? How will you ensure the patient held record and the care plan are always simultaneously updated and synchronised?	4 Marks
Answer		
Q1.6	What system is proposed for the prescribing, management of the individual funding requests, home delivery, and monitoring of excluded drugs?	4 Marks
Answer		
Q1.7	Describe how you will ensure equitable care is delivered for the population	4 Marks

	<p>across each Wirral constituent locality, including your method and approach to service delivery for each of the following patient examples and potential pitfalls:</p> <ul style="list-style-type: none"> • A young person with schizophrenia with suspected early inflammatory arthritis • A patient referred by a GP with chronic pelvic pain where a treatable gynaecological cause has been excluded • A patient who is receiving biological treatment for rheumatoid arthritis who leaves a message on the helpline explaining they have just been diagnosed with shingles • A frail elderly patient having an elective hip replacement with complex social needs living in a rural area 	
Answer		
Q1.8	<p>How, as the Prime Provider, will you operationally organise referrals to Sub-contractors within the integrated MSK service for investigations and / or treatment?</p> <p>How will you manage the transfer of clinical risk and ensure that there is continuity of care (in particular for those on an Enhanced Recovery Pathway) including the postoperative transfer back to the MSK triage?</p>	4 Marks
Answer		
Q1.9	<p>What process will you put in place to ensure that the patient, their carers, their Proactive Care Service keyworker if appropriate, and their GP are all promptly updated with relevant information throughout their time under the care of the MSK service and upon discharge?</p>	4 Marks
Answer		
Q1.10	<p>How will you manage the patient's transition out of the MSK service? If a patient is re-referred for the same condition, in what circumstances and within what timeframe would you consider it a 'failed discharge' and what will you do about this?</p>	4 Marks
Answer		
Q1.11	<p>Please describe how as Prime Provider you will assure yourself and WCCG that all parts of your MSK service are meeting these minimum service standards and specifically, how your workforce in terms of resourcing, planning, recruitment, training and retention will be arranged to accommodate these minimum standards across your MSK model.</p>	4 Marks
Answer		
Q1.12	<p>WCCG is committed to patient choice. Patient choice as articulated in the NHS Constitution requires patients to be given choice of consultant or consultant led team for their first outpatient appointment. It is equally</p>	4 Marks

	recognised that in order to achieve the full quality benefit of an integrated MSK service that it is crucial to maximise the patient throughput into the new service model. Please set out the steps you will put in place to ensure that choice is evident but also to articulate how you will ensure that the new MSK service is the service of choice in Wirral.	
Answer		
Q1.13	What plans do you have to reduce unnecessary diagnostic tests?	4 Marks
Answer		

Physiotherapy

Section 2		
Q2.1	Please detail how you will empower patients to maximise their potential and independence. Please include how you will ensure upon early senior input from specialist physiotherapy for complex cases.	4 Marks
Answer		
Q2.2	Please define how you will identify and manage re-referrals within a 12 month period, unless there is clinical exception?	4 Marks
Answer		
Q2.3	What processes will you have in place to minimise Did Not Attends?	4 Marks
Answer		
Q2.4	Please detail the accessibility of the service and any plans for further development of locations to ensure care is provided across various locations within the metropolitan borough of Wirral.	4 Marks
Answer		
Q2.5	Please describe how you will monitor and evidence patient outcomes and increased levels of independence for patients.	4 Marks
Answer		
Q2.6	Please detail how you will maximise the use of groups where appropriate.	4 Marks
Answer		
Q2.7	How will you ensure you have the required resources in place to meet demand and response times in line with service requirements.	4 Marks
Answer		

Rheumatology

Section 3		
Q3.1	Patient management plans will be developed for each patient identifying the most suitable treatment and care package, please detail how these will be developed with patients and other AHPs as appropriate, including the capture of personal outcomes. How will these be monitored and reviewed in a timely manner.	4 Marks
Answer		
Q3.2	Please describe how the assessment, treatment and review process will be delivered in line with required timeframes and how a person centred approach will be adopted.	4 Marks
Answer		
Q3.3	Please provide detail of how you will support patients and their carers to self-care with the aim of maximising a patient's ability to manage their condition more effectively.	4 Marks
Answer		
Q3.4	Patients will have access to a multidisciplinary Rheumatology Team with care provided as a one stop approach. Please detail how you will achieve this and how you will overcome any potential barriers or challenges.	4 Marks
Answer		
Q3.5	A key feature of ongoing clinical care for patients seen within the rheumatology element is the development of agreed shared care protocols to facilitate various aspects such as; joint working, medication prescribing/monitoring, supported self-care for patients/carers. Please describe your plan and approach to deliver this service requirement.	4 Marks

Pain Service

Section 4		
Q4.1	The pain management service is expected to deliver a three tier system; Tier 1 - primary care services, Tier 2 - community services and Tier 3 - secondary care. Please provide an outline plan of how all tiers will be delivered within a seamless process/care pathway for patients.	4 Marks
Answer		
Q4.2	Please detail what arrangements you will have in place to deliver all elements of the Tier 2 service. Please include how the MDT will manage a	4 Marks

	patient's physical, psychological and social needs. How will patients experiencing chronic pain be appropriately managed in the community? How will patient's requiring hospital based treatment be effectively managed, including transfer back to a community setting (if necessary).	
Answer		
Q4.3	Self-management and empowerment is a key aspect to the pain management service. Please describe how you will deliver education, shared decision making, assessment and partnership working to deliver a holistic approach to enhance the quality of life for patients with less reliance on the health care system. Please include details of how you will support GPs to assist with this.	4 Marks
Answer		
Q4.4	What quality reporting processes will you have in place to evidence improvements in a patient's pain condition and related health and wellbeing. This includes, but is not limited to, increased self-care, medication reduction/use, physical, social and psychological needs. Please include details of how patients outcomes will be monitored.	4 Marks
Answer		
Q4.5	What type of psychology service will be available to patients on the pain service pathway?	4 Marks
Answer		

Elective Orthopaedics – Surgical Intervention

Section 5	Surgical Intervention – First Outpatient	
Q5.1	<p>As the Prime Provider, will you ensure that shared decision making is meaningful and results in patients genuinely understanding the different treatment options (including their option to decline surgery) and the nature, aims, risks and expected outcomes of the proposed operations? Please provide examples of the key points to be covered in the following circumstances</p> <ul style="list-style-type: none"> • Frail and elderly lady living alone with early dementia considering a knee replacement. • A self-employed local taxi driver with a young family considering a shoulder operation. 	4 Marks
Answer		

	Surgical Intervention – Pre-op	
Q5.2	Please describe what pre-operative assessment will patients undergo requiring surgical treatment?	4 Marks
Answer		
Q5.3	Do you have a clinical lead for pre-operative assessment?	4 Marks
Answer		
Q5.4	Please describe your protocol for the pre-admission anaesthetic review that will be required for high risk patients (i.e. ASA 3-4)	4 Marks
Answer		
Q5.5	Please describe your pathway for managing pre-operative anaemia? Please include and describe your capacity to check and deactivate pacemaker devices on the day of surgery:	4 Marks
Answer		
	Surgical Intervention – Intra-op	
Q5.6	Please describe the measures in place for managing massive intra operative blood loss:	4 Marks
Answer		
Q5.7	How quickly can a massive transfusion pack be in theatre from the time of ordering?	4 Marks
Answer		
Question	Surgical Intervention – Identifying the Deteriorating Patient	
Q5.8	Please describe your medical and nursing handover processes?	4 Marks
Answer		
Q5.9	Please describe your critical care out-reach team? Please include details of the critical care team competencies, processes and if this is operational 24 hours per day and 7 days per week?	4 Marks
Answer		
Q5.10	What track and trigger physiological scoring do you routinely use?	4 Marks
Answer		
Q5.11	At what thresholds within the track and trigger process do you contact the critical care out-reach or medical emergency team?	4 Marks
Answer		
Q5.12	Please describe your rapid response or medical emergency team? Please include details of the team's medical training requirements, including any qualifications required:	4 Marks
Answer		
Q5.13	Is the rapid response or medical emergency team on-site 24 hours per day, 7 days per week? If not please describe your risk mitigation processes:	4 Marks
Answer		

Q5.14	Please describe your governance arrangements in place for the medical emergency team to escalate concerns:	4 Marks
Answer		
Q5.15	Please describe your decision processes to escalate a patient's critical care level to CCMDS level 2 or level 3:	4 Marks
Answer		
Surgical Intervention – Managing the Deteriorating Patient		
Q5.16	Do you have an operational on-site (same physical location as the Orthopaedic Theatre and recovery ward site) critical care facility, capable of managing critical care level 2 and level 3 patients?	4 Marks
Answer		
Q5.17	Is the critical care facility compliant with Health Service Building standards HBN0402 "critical care environment requirements"? Please provide evidence of the certification process:	4 Marks
Answer		
Q5.18	Has the facility been inspected by the Cheshire and Mersey Adult Critical Care Network? Please provide details of the last inspection:	4 Marks
Answer		
Q5.19	Does the critical care service meet the medical and nursing staffing requirements as stated in the NHS standard specification D16 for the provision of critical care services?	4 Marks
Answer		
Q5.20	How many patients can your critical care facility accommodate?	4 Marks
Answer		
Surgical Intervention – Rehabilitation		
Q5.21	Please describe the measures in place to medically optimise patients and rehabilitation offering post-surgery? Are there routine reviews by accredited ortho-geriatric consultants?	4 Marks
Answer		
Q5.22	Please describe your integrated discharge planning processes to facilitate rehabilitation at home:	4 Marks
Answer		
Q5.23	What occupational therapy services are in place to assist the patient's recovery?	4 Marks
Answer		

Q5.24	Please describe your standard post-operative physiotherapy programme:	4 Marks
Answer		

Podiatry

Section 6		
Q6.1	An increasing number of younger people are developing diabetes and presenting with foot health problems, whilst at the same time the ageing population is increasing in size – with a higher than average number of 65 year-olds living Wirral. People living with diabetes are up to 30 times more likely to have an amputation compared with the general population. The majority of diabetes related amputations are caused by a foot ulcer failing to heal. Regular appointments with the Podiatry Service ensure that foot ulcers are detected early or prevented. Please describe the approach you will take to pro-actively promote the Podiatry service with a whole health-economy outlook? Please also include how the Podiatry service will link with the Diabetes Service, currently provided by Wirral University Teaching Hospital NHS Foundation Trust.	4 Marks
Answer		
Q6.2	Please describe the process to ensure patients are monitored who are discharged from secondary care in to the community podiatry service. Please include details of how these patients will be monitored on an on-going basis.	4 Marks
Answer		

Alternative Interventions

Section 7		
Q7.1	Alternative interventions are interventions out of scope of the specification but the provider feels it appropriate to commission to support the efficiency of the service. This could include introducing technology such as mobile apps to support pain management, or the offer of exercise and weight management plans for obese patients complaining of joint pain. Please detail any other alternative treatment interventions you would use to reduce the reliance on to the secondary care element of the service?	4 Marks
Answer		

Corporate Social Responsibility & Corporate Governance

Section 8	Accountable Care	
Q8.1	NHS Wirral CCG has a commitment to create an accountable care system, where providers work together for the best interests of the patient, whilst maintaining a sustainable health economy and workforce. Please describe what steps your business has taken to work in partnership with other health providers and what steps you will take to integrate into the Wirral health economy to deliver this model of care?	4 Marks
Answer		
	Organisational Capacity and Social Value	
Q8.2	What processes do you have in place to ensure that capacity and demand can be monitored appropriately, ensuring you retain access to qualified staff to meet surges in demand, to minimise patient waits?	4 Marks
Answer		
Q8.3	Is your organisation utilising its Apprentice Levy to employ staff in apprenticeship roles in Wirral?	4 Marks
Answer		

Q8.4	Are you meeting your legal requirements to publish a statement on modern slavery on your organisations website?	4 Marks
Answer		
Q8.5	<p>The CCG is keen to understand how the successful Bidder will have regard to the Public Services (Social Value) Act 2013 in the delivery of the service, and what benefits their winning will have to the economic, social and environmental wellbeing of its community. Where possible the Bidder should provide previous examples in connection with public services contracts and framework agreements of where wider community benefits have been delivered, such as apprenticeships, jobs for long-term unemployed, targeted training, recycling initiatives etc.</p> <p>Please describe how you have provided additional benefit to the local community over and above directly contracted goods, services and outcomes. What have been the wider non-financial impacts of your services, including the wellbeing of individuals and communities, social capital and the environment as per the Public Services (Social Value) Act 2013?</p>	4 Marks
Answer		
Q8.6	Are you able to provide upon request copies of your business continuity plans which include disaster recovery and catastrophic IT failure which will be applicable to this service?	4 Marks
Answer	YES/NO	
Q8.7	Have you been subject to any CQC enforcement action? If so can you please provide details of the recovery plans and mitigation to prevent future failings that may occur to this service:	4 Marks
Answer		

Integrated Service Summary & Exit Strategy

Section 9	Summary & Exit Strategy	
Q9.1	<p>Please summarise the key elements of your proposal including what you consider being the specific benefits and advantages of your bid, with reference to how it will ensure full delivery of and compliance with the Service Specification and provide value for money and improve patient outcomes. The summary should make reference to all aspects of your responses within the response document and detail the patient journey.</p> <p>Please include the mobilisation plan and on-going transformation plan from the immediate introduction of a Triage service and managing all elements of the services in scope through sub-contracting arrangements, through to the full integration of services.</p>	4 Marks
Answer		
Q9.2	<p>The secondary care part of your service incorporates elements that are critical in terms of budgetary management, clinical and service quality and patient safety. Please set out your approach, as the Prime Provider, to the overarching management of the secondary care part of your service, detailing how you will ensure clinical and quality standards are met along with the delivery of crucial reporting and management data both at site level and Prime Provider level.</p> <p>Please can you separately detail the nature of your working relationship describing the management and clinical interface between yourself as Prime Provider and the secondary care parts of your service and any other sub-contractors being used to deliver the service.</p>	4 Marks
Answer		
Q9.3	<p>Bidders should set out details of their staffing establishment anticipated to be required for the delivery of the requirement set out in the specification.</p> <p>Bidders should break down their overall bid establishment by the following groups</p> <ul style="list-style-type: none"> • Medical • Nursing 	4 Marks

	<ul style="list-style-type: none"> • AHP • Management (non-patient contact) • Administrative and Clerical • Support Services staff • Out-sourced service <p>Bidders should also identify both the number of staff and the WTE in each category. Please also indicate within each staff category the level of permanent, bank and agency staff used.</p> <p>This should be broken down by speciality service and be the expected staffing levels in use for at least the first 18 months of the service.</p>	
Answer		
Q9.4	Bidders should set out details of their facilities establishment anticipated to be required for the delivery of the requirement set out in the specification. Please include details of where you anticipate patient access points are for each element of the service. Please justify these locations by relation to local geography, public transport links, parking facilities and opening times:	4 Marks
Answer		
Q9.5	Please outline the exit strategy you will have in place. This should clearly state how patients on the waiting list would be transferred to a new provider at the end of the contract term.	4 Marks
Answer		

SCHEDULE G

PRICE SCHEDULE

(for mandatory completion and return)

**** TO BE COMPLETED****

PRICE SCHEDULE

Please insert capitated budget for the service for the following periods:		
1st November 2017 – 31st March 2018	£	(6%)
1st April 2018 – 31st March 2019	£	(8%)
1st April 2019 – 31^s March 2020	£	(6%)
1st April 2020 – 31st March 2021	£	(4%)
1st April 2021 – 31st March 2022	£	(4%)
1st April 2022 – 31st October 2022	£	(2%)
Total	£	30%

Please upload and embed a spreadsheet to detail all submitted costs, bids that are suspiciously low and do not include sufficient backing data will score zero. Clarification will be sought before a score of zero is provided. Backing data must highlight what is being out-sourced and what is included within the prime providers service provision.

The bid must demonstrate a recurrent reduction in expenditure over time to reflect the on-going efficiency of the service. Therefore it is compulsory that each subsequent years bid is less than the previous year by at least 1%. Failure to meet this minimum requirement will result in a commercial score of zero within that given financial period.

SCHEDULE H
FORM OF OFFER
(for mandatory completion and return)

FORM OF OFFER

With reference to supply Integrated MSK Service requirements to the Authority as described in Schedule D Specification:

(the Offeror) of **INSERT BIDDERS REGISTERED NAME HERE**

AGREES

That this Offer and any Contracts arising from it shall be subject to the Conditions of Tender and the Specimen Contract (including its Terms and Conditions) issued with the Invitation to Tender; and

- 1.2 if its offer is accepted, to enter into the Contract with the Authority and thereafter to supply services in respect of which its offer is accepted to the exact quality, sort and price specified in the Price Schedule in such quantities, to such extent and at such times and locations as ordered; and
- 1.3 that this offer is made in good faith and that the Tenderer has not fixed or adjusted the amount of the offer by or in accordance with any agreement or arrangement with any other person. The Tenderer certifies that it has not, and undertakes that it will not:
 - 1.3.1 communicate to any person other than the person inviting these offers the amount or approximate amount of the offer, except where the disclosure, in confidence, of the approximate amount of the offer was necessary to obtain quotations required for the preparation of the Tender, for insurance purposes or for a contract guarantee or bond;
 - 1.3.2 enter into any arrangement or agreement with any other person that he or the other person(s) shall refrain from making an offer or as to the amount of any offer to be submitted.

Signed:

Print Name:

Title:

Company Name:

Date:

The Form of Offer must be signed by an authorised signatory. In the case of a partnership it must be signed by a partner for and on behalf of the firm, and in the case of a limited company by an officer duly authorised with the designation of the officer being stated.

SCHEDULE I

**CERTIFICATE OF NON-CANVASSING
(for mandatory completion and return)**

CERTIFICATE OF NON CANVASSING

I/We hereby certify that I/We have not canvassed or solicited any Member, Officer, Employee or Agent of NHS Wirral CCG in connection with the award of this Tender or any other Tender or proposed Tender for the services and that no person employed by me/us or acting on my/our behalf has committed any such act.

I/We further hereby undertake that I/We will not in the future canvass or solicit any Member, Officer, Employee or Agent of NHS Wirral CCG in connection with the award of this or any other Tender or proposed Tender for the provision of services and that no person employed by me/us or acting on my/our behalf will commit any such act.

Signed:

Print Name:

Title:

Company Name:

Date: