|  |
| --- |
| **Increasing Capacity Framework Agreement (“ICFA”)** |
| **MINI-COMPETITION** |

**To be completed by the Contracting Authority**

[INSERT NAME OF CONTRACTING AUTHORITY] (the “**Contracting Authority**”) invites [INSERT NAME OF SELECTED FRAMEWORK PROVIDER] (the “**Framework Provider**”) using the [INSERT FRAMEWORK PROVIDER’S SITE] to submit a proposal to deliver services as more particularly described in the Statement of Requirements below (the “**Services**), as part of a Mini-Competition under the the ICFA (the “**Mini-Competition**”).

The terms of the Mini-Competition are set out an Annex 1.

Mini Competition Response Documents must be submitted to [INSERT EMAIL ADDRESS] BY [INSERT TIME AND DATE] with an email response subject line including the Framework Provider name.

# Statement of Requirements

The service requirement is set out in the tables below and as further described in the [NHS Standard Contract Particulars] [NHS Standard Contract template Sub-Contract] attached (the “**Contract**”):

|  |  |
| --- | --- |
| **Geographical Area** | |
| **Contracting Authority**  **Post Code** | **Maximum Distance**  **Range** |
| *Example* | *5 miles* |
|  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Service Line (Refer to Database)** | **National or Local Price** | **Required Volume** | **Start Date** | **Time Period (Weeks)** |
| *Example* | *National* | *100* |  | *12* |
|  |  |  |  |  |
|  |  |  |  |  |

|  |  |
| --- | --- |
| **Reporting Requirement (Refer to Reporting Guidance Document)** | **Yes/**  **No** |
| Aggregate Contract Monitoring (ACM) |  |
| Patient Level Contract Monitoring (PLCM) |  |
| Drug Patient Level Contract Monitoring (DrPLCM) |  |
| Devices Patient Level Contract Monitoring (DePLCM) |  |
| Admitted Patient Care Commissioning Data Set (APC CDS) |  |
| Outpatient Commissioning Data Set (OP CDS) |  |
| Diagnostic Imaging Data Set (DIDS) |  |
| [Insert any additional local reporting requirements] |  |

# Procurement Timetable

**The dates in the following timetable are provisional and may be subject to change at the discretion of the Contracting Authority.**

|  |  |
| --- | --- |
| **Milestones** | **Date** |
| [INSERT] | [INSERT] |
|  |  |
|  |  |
|  |  |

# Technical Questions and Award Criteria

**To be completed by the Contracting Authority**

|  |
| --- |
| **Technical Questions** |
| [INSERT TECHNICAL QUESTIONS HERE] |
|  |
|  |
|  |
|  |

The mini-competition will be evaluated using award criteria selected from the list below and weighted out of 100.

|  |  |  |  |
| --- | --- | --- | --- |
| **Award Criteria** | | **Included**  **Yes/ No** | **Weighting (0-100)** |
| Quality of the Services [INSERT DETAIL OF SUB-CRITERIA IF APPLICABLE] |  |  |  |
|  |  |
|  |  |
|  |  |
| Accessibility of the Services to a patient/group of patients | |  |  |
| Experience of the clinical team providing the Services; | |  |  |
| Local factors [INSERT IF APPLICABLE] |  |  |  |
|  |  |
|  |  |
|  |  |
| Capacity/availability of Services; | |  |  |
| Price | |  |  |
| **TOTAL** | |  | **100** |

Your response to the Technical Questions will be evaluated by the Contracting Authority in accordance with the selected Award Criteria using the scoring range set out below:

|  |  |  |
| --- | --- | --- |
| **Description** | **Explanation** | **(b) Score** |
| Excellent | [INSERT AS RELEVANT TO THE AWARD CRITERIA & TECHNICAL QUESTIONS ASKED] | 5 |
| Very Good | [INSERT AS RELAVANT TO THE AWARD CRITERIA & TECHNICAL QUESTIONS ASKED] | 4 |
| Good | [INSERT AS RELEVANT TO THE AWARD CRITERIA & TECHNICAL QUESTIONS ASKED] | 3 |
| Concern | [INSERT AS RELEVANT TO THE AWARD CRITERIA & TECHNICAL QUESTIONS ASKED] | 2 |
| Poor/ Fail | [INSERT AS RELEVANT TO THE AWARD CRITERIA & TECHNICAL QUESTIONS ASKED] | 0 |
| Price | Marked on the basis of the lowest cost receiving a maximum score of “5” with remaining bidders scored on a proportionate basis up to +50%. i.e. +5% cost = “4.5”, +10% = “4”, +20% = “3”. [THIS IS A SUGGESTED PRICING METHODOLOGY BUT THE CONTRACTING AUTHORITY MAY USE AN ALTERNATIVE MEANS OF EVALUATING PRICE] | 0-5 |

1. **Mini-Competition Response Document**

**To be completed by the Framework Provider in accordance with the terms of the Mini-Competition.**

If you are able to provide the Services in accordance with the Contract, complete the table below to confirm National Price including MFF or Local Price and any applied discounts and confirm available capacity and start date. Please also complete your response to the Technical Questions.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Service Line** | **National or Local Price** | **Total Price** | **Available Volume** | **Sub-Total** | **Start Date** |
| *Example* | *National* | *£1,284* | *50* | *£64,200* | *10/01/21* |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **Total** | | | |  |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Award Criteria** | **Response to Technical Questions**  **(Max word limit 500 words per criteria/ sub-criteria plus referenced appendices)** | **Score\*** | |
| **0-5** | **W**  **(a) x (b)** |
| Quality of the Services [INSERT DETAIL OF SUB-CRITERIA IF APPLICABLE] |  |  |  |
|  |
|  |
|  |
| Accessibility of the Services to a patient/group of patients |  |  |  |
| Experience of the clinical team providing the Services; |  |  |  |
| Local factors [INSERT IF APPLICABLE] |  |  |  |
|  |
|  |
|  |
| Capacity/availability of Services; |  |  |  |
| Price | [Refer to Price Table above] |  |  |
| **Total** | | |  |
| **Ranking** | | |  |

\*Score, to be completed by Contacting Authority

# Declaration

**To be completed by the Framework Provider**

## I/we hereby certify that I/we have not canvassed any Director, employee, representative or adviser of the Contracting Authority in connection with the proposed award of the Contract, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any director, employee, representative or adviser of the Contracting Authority in connection with the award of the Contract, and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

I/we acknowledge that the essence of selective tendering for the Contract is that the Contracting Authority shall receive bona fide competitive bids from all selected Framework Providers. In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted any part of our offer in accordance with any agreement or arrangement with any other person (except any sub- contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

* + - * 1. communicate to a person other than the Contracting Authority, the amount or approximate amount of any of my/our proposed offer(s) except where the disclosure in confidence of the approximate value of the offer is essential to obtain insurance premium quotations required for the preparation of the offer; or
        2. enter into any agreement or agreements with any other person that they shall refrain from tendering under the Mini-Competition process or as to the amount of any offer submitted by them; or
        3. offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/We the undersigned, hereby tender and offer to provide the relevant Services.

I/We confirm that the I/we can supply the Services in accordance with the Contract and the payment terms specified in our response to the tender for the Framework Agreement and/or the Mini-Competition Response Document (as applicable).

I/We confirm that we accept the terms of the Contract as issued with the Mini-Competition document.

I/We undertake in the event of acceptance of our Mini-Competition Response Document to execute the Contract within 15 business days of such acceptance (or otherwise as agreed with the Contracting Authority) and if required in the interim deliver the Services in accordance with the Contract if necessary.

I/We confirm that I/we have or will obtain the necessary insurance to comply with my/our obligations under the Contract requirements.

I/We understand that the Contracting Authority reserves the right to accept or refuse this Mini-Competition Response Document.

I/We confirm that the information supplied to the Contracting Authority and forming part of this Mini-Competition Response Document is submitted in accordance with the Terms of the Mini-Competition, is true and remains true and accurate in all respects.

I/We confirm and undertake that if any of such information becomes untrue or misleading that I/we shall notify the Contracting Authority immediately and update such information as required.

I/We agree that the Contracting Authority may disclose the Framework Provider’s information/documentation (submitted to the Contracting Authority during this Mini-Competition) more widely within Government for the purpose of ensuring effective cross-Government procurement processes, including value for money and related purposes.

I/We confirm that our Mini-Competition Response Document will remain valid for 90 working days from the submission deadline for the Mini-Competition.

I/We confirm that the undersigned are authorised to commit the Framework Provider to the contractual obligations contained in the Contract.

|  |  |
| --- | --- |
| **SIGNED by** | **……………………………………………………….**  **Signature** |
| **[INSERT AUTHORISED**  **SIGNATORY’S**  **NAME] for**  **and on behalf of**  **[FRAMEWORK PROVIDER]** | **……………………………………………………….**  **Title**  **……………………………………………………….**  **Date** |

**Annex 1: Terms of the Mini Competition [CONTRACTING AUTHORITY TO AMEND AS APPLICABLE]**

# Framework Provider Contact Point and Sub-contractors

## All correspondence relating to the Mini Competition process will be addressed to the Framework Provider’s nominated contact. The nominated contact must have full authority to represent the Framework Provider.

## The Contracting Authority will not be responsible for contacting the Framework Provider through any route other than the nominated contact. Any amendment to the nominated contact must be clearly identified.

## Where a Framework Provider intends to use sub-contractors to provide any of the Services, it will be the responsibility of the Framework Provider to provide such sub-contractors with all necessary information in respect of the Mini-Competition.

# SUBMISSION REQUIREMENTS

## Framework Providers must complete their Mini-Competition Response Documents in accordance with the instructions set out in this Mini Competition document.

## All Mini-Competition Response Documents must be in English or a full English translation must be provided at no cost to the Contracting Authority.

## Each question must be answered in full. Framework Providers must not provide any information additional to that specifically requested including, but not limited to, marketing material.

## Where Framework Providers need to show non-text illustrations (such as process flow diagrams), Framework Providers may attach documents to their answers. Please note all attachments will be included in the relevant word counts for the questions and Framework Providers should not attach lengthy text responses as separate attachments. Any documents uploaded must have the Framework Provider’s name and question number included within the filename.

## Framework Providers should ensure that responses to each question are clear and concise. If there is a word limit to a question, then Framework Providers MUST NOT exceed the word limits. Where any section of the Mini Competition document indicates a word limit, any response will be reviewed to that word limit and any additional information beyond that word limit will not be considered.

## Attachmentsshould be kept to a minimum. Where information does need to be included as a separate attachment, Framework Providers should be explicit in their question responses as to whether the information contained within the attachment is supporting information only, and therefore not to be evaluated, or whether it should be considered as part of the question response and therefore be evaluated. Framework Providers should note that if the attachment is intended for evaluation, it will be counted towards the word limit (if there is a word limit).

## Framework Providers shall ensure that:

### The maximum size of an individual file or compressed (zip) folder uploaded is 2.14GB.

### Mini-Competition Response Documents are submitted in Microsoft (MS) applications that can be read on MS Office Standard Edition 2003 for MS Word, MS Project, MS PowerPoint and VISIO or are in Adobe Reader 9.0. Any MS Excel submissions with the Mini Competition Response Document shall be in MS Excel Version 2003 format.

### Mini-Competition Response Documents are in Arial font size 11 (not including headings, headers and footers, templates, tables, pull out boxes or spreadsheets).

# IMPORTANT INFORMATION

## The Services in scope of this procurement process are healthcare services which fall under “social and other specific services” under the Public Contracts Regulations 2015 (“PCR”).  The Contracting Authority is therefore only bound by the parts of the PCR that specifically apply to social and other specific services.

## This Mini Competition document is issued to Framework Providers, their professional advisers and other parties essential to preparing a Mini-Competition Response Documents for the Contract opportunity and for no other purpose.

## This Mini Competition document supersedes all previously published documentation relating to this Mini-Competition process and any previous Mini-Competition process for the same or similar services to the Services. This Mini-Competition document and any supplementary documents should be read as a standalone suite of documents. Subsequent documents may be published and will form part of this Mini-Competition if required.

## The contents of this document and of any other documentation sent to you in respect of this Mini-Competition are provided on the basis that they remain the property of the Contracting Authority and must be treated as confidential. If you are unable or unwilling to comply with this requirement you are required to destroy this document and all associated documents immediately and not to retain any electronic or paper copies.

## No Framework Provider will undertake any publicity activities with any part of the media in relation to the Services or this Mini-Competition without the prior written agreement of the Contracting Authority, including agreement on the format and content of any publicity.

## This document is made available in good faith and is not intended to provide the basis of any investment decision or recommendation. Nothing in this document is or should be relied on as a promise or representation. No warranty is given as to the accuracy or completeness of the information contained in it and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by the Contracting Authority and its advisers.

## Nothing in this Mini-Competition process is intended to form any express or implied contractual relationship between the parties unless and until a Contract is awarded.

## The Contracting Authority reserves the right to cancel, amend or vary the Mini-Competition process at any point prior to the award of a Contract for the Services and with no liability on its part.

## The Contracting Authority and/or its advisers are not liable for any costs resulting from any amendment or cancellation of this Mini-Competition process nor any other costs, charges, fees, expenses, claims or disbursements (howsoever arising and including third party costs) incurred by those expressing an interest or tendering for this opportunity.

## The Contracting Authority reserves the right to reject Mini-Competition Response Documents that are not submitted in accordance with the instructions given. Rejection of a Mini-Competition Response Document will result in disqualification from the Mini-Competition process.

## Where there is any indication that any actual or potential conflict of interest exists or may arise then it shall be the responsibility of the Framework Provider to inform the Contracting Authority detailing the conflict in writing and setting out how it can be adequately managed as an attachment to the Mini-Competition Response Document. If a conflict of interest cannot be effectively managed, a Framework Provider may be disqualified from the Mini-Competition process. The Contracting Authority will be the final arbiter on cases of potential conflict of interests. Failure to notify the Contracting Authority of any actual or potential conflict of interest will invalidate any verbal or written agreement.

## If there is any change to a Framework Provider’s standing at any time during the Mini-Competition process and/or any subsequent Contract which means that (a) information submitted by the Framework Provider in its Mini-Competition Response Document or its SQ submitted as part of the response for appointment to the ICFA is no longer correct, or (b) the Framework Provider’s ability to perform any activity under the Contract materially deteriorates, the Framework Provider shall immediately inform the Contracting Authority in writing. The Contracting Authority reserves the right to reconsider the matters considered during the Mini-Competition and tender process for appointment to the ICFA, and to disqualify from the Mini-Competition any Framework Provider whose circumstances change to the extent that the Framework Provider ceases to meet the qualification criteria in the ICFA tender process, or who makes material changes to any aspect of its Mini-Competition Response Document, ICFA tender or its position under the Framework Agremeent, unless substantial justification can be provided to the satisfaction of the NHS England and such change is in accordance with procurement law.

## If there is any change in the proposed composition of the Framework Provider during the Mini-Competition process, the Framework Provider shall immediately inform the Contracting Authority and seek approval in advance for such change. If such approval is not obtained, the Contracting Authority reserves the right to disqualify the Framework Provider.

## If information given by the Framework Provider in its Mini-Competition Response Document is found to be false or misleading by the Contracting Authority, the Framework Provider’s Mini-Competition Response Document may be disqualified and/or the Contracting Authority may not proceed with any decision made to award that Framework Provider a Contract.

## The Contracting Authority may, at its sole discretion, require clarification of a Framework Provider’s Mini-Competition Response Document and will contact Framework Providers as necessary for any clarification required. The Contracting Authority is under no obligation to clarify any part of a Mini-Competition Response Document.

## Where the Contracting Authority contacts the Framework Provider to seek clarification or further information, the Framework Provider must provide the information requested by the date specified by the Contracting Authority. If the Framework Provider fails to provide the information requested by the date specified by the Contracting Authority, this may result in the Framework Provider’s Mini-Competition Response Document being disqualified. Any information provided by the Framework Provider after the specified date may not be taken into account by the Contracting Authority.

## Framework Providers are deemed to understand fully the processes that the Contracting Authority is required to follow under relevant European and UK legislation, particularly in relation to the PCR.

## All Central Government Departments and their Executive Agencies and Non Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement – including ensuring value for money and related aspects of good procurement practice. Where applicable and for these purposes, the Contracting Authority may disclose within Government any of the Framework Provider’s documentation/information (including any that the Framework Provider considers to be confidential and/or commercially sensitive such as specific bid information) submitted by the Framework Provider to the Contracting Authority during this Mini-Competition. The information will not be disclosed outside Government. Framework Providers taking part in this Mini-Competition consent to these terms as part of the Mini-Competition process.

# Freedom of Information and Environmental Information Statement

## The Contracting Authority is subject to the Freedom of Information Act 2000 (the “**FOIA**”) and the Environmental Information Regulations 2004 (“**EIR**”).

## As part of the Contracting Authority’s duties under the FOIA or EIR, it may be required to disclose information concerning the Mini-Competition process or a Contract to anyone who makes a request.

# Data Protection Statement

## The Contracting Authority will collect, hold and use personal data obtained from and about the Framework Provider and its staff during the course of the Mini-Competition (“**Personal Data**”). This makes the Contracting Authority a “data controller”.

## The Personal Data provided by the Framework Provider to the Contracting Authority may include names of individuals and job titles and the information requested as part of the Mini-Competition. Where the Framework Provider provides information to the Contracting Authority, it warrants, on a continuing basis, that it has:

## informed the relevant individuals about the contents of this Data Protection Statement;

## all requisite authority and has obtained and will maintain all necessary consents required under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), and any applicable national implementing laws as amended from time to time, the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable law about the processing of personal data and privacy, including any codes of conduct and guidance issued by the Information Commissioner’s Office) (“the Data Protection Legislation”); and

## otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to the Contracting Authority the Personal Data, and allow the Contracting Authority to carry out the Mini-Competition. The Framework Provider shall immediately notify the Contracting Authority if the legal basis on which the Personal Data is shared is revoked or changes in a way which would impact on any of the Contracting Authority’s rights or obligations in relation to such Personal Data.

## From time to time, the Contracting Authority may share the Personal Data with third parties, such as auditors, legal advisers and financial advisers.

## The Contracting Authority will only keep the Personal Data for as long as reasonably necessary.

# TUPE AND PENSIONS

## Framework Providers must satisfy themselves as to whether or not the Transfer of Undertakings (Protection of Employment) Regulations 2006 ("**TUPE**") will apply in respect of any Contract.

## The Contracting Authority does not make any representations as to the TUPE position in the case of any specific Contract; nor does it give or offer any warranty or indemnity as to the TUPE position and/or any liabilities that may arise therefrom.