INVITATION TO TENDER FOR THE PROVISION OF:

Unsustainable Providers Regime – Support Models Project: Phase 2 (ITT number: 58529)

**Deadline: Tuesday 3rd July 2012 at 12:00pm (Midday)**

**PART B – TENDER SCHEDULES. TO BE RETURNED BY TENDERERS**

SCHEDULE ONE: SPECIFICATION

**Background**

The Coalition Government in its White Paper, *Equality and Excellence: Liberating the NHS*, published in 2010, set out its policy for all providers to become Foundation Trusts (FTs) by April 2014, on their own, with an existing FT or in another organisational form.

The objective of a full FT sector and the 2014 deadline has been re-affirmed in the Health and Social Care Act 2012. There may be a small minority of Trusts that are unable to hit the April 2014 deadline - any that do go past this date only do so on the basis of an agreed plan and possibly with new management arrangements.

In 2011, as part of a response to this policy, each NHS Trust set out the steps needed to achieve FT status. Working with commissioners and Strategic Health Authorities, all NHS Trusts have signed Tripartite Formal Agreements (TFAs) with the Department of Health (DH), which set out the plans, support and dependencies to meet the individual organisation’s FT target. However, as part of this process – including continuing evaluation of each Trust’s progress against the milestones agreed in their TFAs – a number of Trusts have confirmed, or will do, that they are not able to reach FT status in their current form, declaring that they are not clinically and/or financially sustainable and that they are unable to develop plans to address this. Many Trusts in this category are also currently facing a range of performance and financial challenges.

**Current position**

All Trusts in this position are working towards addressing these challenges through different approaches, including considering the potential of mergers with other Trusts, or acquisition by FTs, though a straightforward transaction might not be the solution for some. Therefore, work is being undertaken specifically with reference to provisions set out in the National Health Service Act 2006[[1]](#footnote-1) and Health Act 2009[[2]](#footnote-2), to establish an unsustainable provider regime (the “Regime”) and statutory guidance for Trust Special Administrators (TSA) appointed to NHS Trusts. The guidance will be published shortly

A summary of early conclusions of this work can be shared during this procurement. When concluded, the work will determine the framework by which the fundamental challenges of clinically unsustainable services and significant financial underperformance in Trusts can be addressed, where for each of those Trusts there is no existing strategy, nor any prospect for a strategy. This first phase of the project will define the necessary levers to stabilise the position of these challenged Trusts, so that they can return to a path of long-term sustainability, at the end of which they will achieve FT status in some form.

The work has identified a range of solutions that individually, or in combination, will address the different root causes of an organisation’s challenges, including those that relate to financial underperformance, clinical service delivery and operational effectiveness and efficiency. The work has also signalled that a number of structural options, including around organisational form, should be considered to enable solutions. Finally, the work also sets out what would be needed to use the Regime.

Phase one of the project has also been developing the case for applying the Regime to one London Trust, the identity of which has yet to be agreed and announced.

Subject to satisfactory completion of phase one of the work in early July, the Secretary of State will receive a report recommending that the Regime is enacted, with a Trust Special Administrator (TSA) to be appointed at a specified Trust in London.

The DH is working to a timetable that a decision on the Regime will be made and taken forward before Parliament’s summer recess on 17 July.

**Timetable**

The anticipated dates to Day One of the TSA are as follows:

* Week ending 22 June (subject to confirmation): publication of the TSA statutory guidance to the wider NHS;
* Week ending 6 July: recommendation made to Secretary of State to enact the Regime and appoint a TSA;
* Week ending 13 July: Regime enacted, Orders laid before Parliament and TSA appointed. At the same time, based on the need for additional critical diagnostic support work at the Trust, a separate Order extending the time allowed for the draft report by the TSA to Secretary of State will be made for up to forty working days; and
* Week ending 20 July: TSA assumes position as accountable officer for the Trust.

It is expected that the supplier appointed to support the TSA will be engaged week ending 13 July. The supplier will be in place at the Trust week ending 20 July. The appointment of advisors is a critical condition for the work of the TSA and bidding firms should confirm they are able to meet these timescales.

There are a number of stages set out in the statutory guidance for the Regime. The first main stage is preparation of a draft report for consideration by the Secretary of State. This should complete within forty five working days, although it is expected, as indicated above, that due to the particular issues and complexity of the challenge faced by the Trust, more time will need to be taken, in order to develop and draft recommendations satisfactorily. This is likely, subject to confirmation, to be for no more than an additional forty working days.

After publication of the draft report, there is a requirement for a period of consultation of thirty days. Once the consultation has concluded, the TSA completes a final report for the Secretary of State containing recommendations on the solutions for the Trust.

The Secretary of State will make a decision about what action to take in response to the recommendations within twenty working days.

The following timetable is driving current planning arrangements at the DH.

* Early November 2012 (at the latest): TSA’s draft report submitted for Secretary of State consideration;
* Start December 2012: consultation commences;
* End December 2012: consultation closes;
* Late January 2013: TSA’s final report submitted; and
* February 2013: Secretary of State publishes notice of decision.

Bidding arrangements, and any procurement arising from recommendations to the Secretary of State, and implementation of the proposed solution for the Trust in London would start in March 2013 at the latest. Any future procurement must also comply with the Public Contracts Regulation 2006 amended 2009[[3]](#footnote-3).

**Objective**

The objective of this piece of work is to deliver recommendations to the Secretary of State that set out a new strategic solution for delivery of services that are clinically and financially sustainable for the Trust and local health economy in the long term.

This challenging piece of work must be undertaken and completed within the timeframe set out above.

**Requirement**

In view of the local and national importance of this initiative it is imperative that the TSA identifies appropriate solutions for the Trust that are to the benefit to the Trust itself, the local health economy and the wider system. These will need to be developed within a very short timeframe and in accordance with the TSA’s reporting and consulting obligations.

In order for the TSA to achieve these objectives there will be a need for an immediate deployment of resources during week ending 20 July to support application of the Regime, to assess available solutions and their development at the Trust.

It is anticipated that the TSA, once appointed, will require particular types of advisory support within various core specialist and technical categories. The DH, therefore, intends to contract for specialist and technical advisory support as follows.

* *Strategic advisory* – to include pathway and service redesign (in line with best practice evidence), service reconfiguration (internal to the Trust, as well as wider health economy) and activity and financial modelling against a range of possible scenarios to be developed. The outcome will include, but not be limited to, the following:
	1. scenarios for sustainable delivery of services across the health economy reflecting NHS Trust and NHS Foundation Trust positions that are clinically sustainable and financially viable;
	2. identification of major changes to current arrangements in respect of provision by service and clinical area, including an assessment of impacts (e.g., on NHS Trusts and NHS Foundation Trusts within the health economy affected);
	3. quantification of system costs and benefits, including supporting organisational long-term financial models; and
	4. appraisal of options for corporate structures that would best enable the delivery of the proposed solutions and changes to capacity and capability, differentiating between short-, medium- and longer-term measures, including an assessment of dependencies.
* *Operational advisory* – to include an assessment of efficiencies in clinical operations including workforce, asset utilisation and supplies. The outcome will include, but not be limited to, the following:
1. Trust-level change requirements in relation to delivery of its clinical services and delivery of the organisation’s latent clinical productivity opportunity, differentiating between short-, medium- and longer-term measures, including an assessment of dependencies.
* *Financial advisory* – to include financial performance assessment, financial modelling, working capital management, and cost optimisation. The outcome will include, but not be limited to, the following:
	1. Trust-level change requirements, including in relation to back-office services and those necessary to enable the wider system configuration, differentiating between short-, medium- and longer-term measures, including an assessment of dependencies.
* *Administration, restructuring and corporate finance* – to include contract assessment/ negotiation, outsourcing, procurement, supply chain optimisation, PFI contracting and debt financing/ re-financing. The outcomes will include, but not be limited to, the following:
	1. Proposals for changes to Trust commercial arrangements and supporting processes differentiating between short-, medium- and longer-term measures, including an assessment of dependencies; and
	2. Initiated negotiations with principal suppliers, including development of related projections (to feed in to the development of recommendations and the supporting business case).

The above specialist and technical advisory areas need to combine to produce remedies for the operational, clinical and financial challenges faced by the Trust that also deliver a strategic, system-level solution that translates clearly in to a set of recommendations, which are viable, timebound and quantified, including describing clinical and financial costs and benefits.

It is expected that the supplier appointed to support the TSA will lead on integrating the outputs across the work on the Trust and in relation to the local health economy. The programme management approach and methodologies to be adopted to meet this need to be set out in bidders’ responses (see Tender Response section following).

In developing its recommendations on the future of the Trust, including the scope and scale of change needed, and to reflect the anticipated need for a local health economy solution, the TSA will work with a range of different organisations, in order to apply a wide range of strategic, financial and operational capabilities to the problems identified. Additionally, putting in place forms of partnership arrangement to generate these solutions with, for example, other local Trusts, commissioners or independent sector providers in advance of appointment will be essential. In developing their bids to this ITT, supplier organisations should set out the consortium-style/sub-contractors arrangement they will deploy to meet this requirement. The need for a mixed supplier approach to meet the requirements of the TSA will be a condition of any successful bid. This should not change the legal entity that the supplier has in being part of the framework.

In parallel with the development of recommendations to the Secretary of State and undertaking the required short-term improvements at the Trust, an implementation programme will need to be developed. The implementation programme should set out the delivery arrangements needed to realise recommendations made to the Secretary of State, including specifying workstreams, detailing supporting activities, outlining a critical path and identifying major milestones. A resourcing estimate for the programme should be developed, including calculation of costs. Finally, proposals should be developed for the governance arrangements needed to implement recommendations, both at the Trust and in the wider local health economy.

There are, therefore, five main requirements needed for specialist and technical advisory services in support of the TSA, who will retain final accountability for these, as follows:

1. to lead the development of solutions for the Trust, including undertaking any required diagnostic work (identifying short-term remedial measures where appropriate), in order to formulate proposals for the long-term sustainability of services;
2. to establish (by the anticipated time of the TSA appointment during week ending 20 July) and manage an alliance of appropriate organisations, likely to include other NHS Trusts, FTs and independent sector healthcare providers, in order collaboratively to identify changes required to the wider system;
3. to test and integrate Trust-level solutions with proposed system-wide changes, to produce an integrated strategy for the health economy in London in which the Trust currently operates, including identification of any changes to organisational form;
4. to support the TSA in the process of consultation (and throughout the period of the TSA’s appointment), preparing materials, assessing responses and, where appropriate or necessary, incorporating these into its recommendations; and
5. to develop proposals and a supporting business case, including cost-benefit assessment, for the full implementation programme through which the recommendations to the Secretary of State are to be developed.

It is anticipated that the overall profile of advisory support, as well as the exact balance of specialist and technical input, will vary against each of the above requirements and evolve over the timeframe set out above. Given the policy context outlined, suppliers should note that it is possible that following the appointment of the successful supplier, there may be a requirement for ancillary requirements or for variations in the work specification. Any ancillary or varied work specification will fall within this tender.[[4]](#footnote-4)

Suppliers should note that there may also be a need for specialist support at very short notice against the different advisory areas noted, or for support in other advisory services not specified. The latter would be procured through a variation to the contract let under this tender. These may include process re-engineering (back-office change, management information systems, service and process re-design) or forensic advisory services (contract compliance, fraud assessment and recovery services).

**Tender responses**

Bidders are asked to set out their approach to meeting each of the requirements specified above, the key activities needed to meet these (indicating which are anticipated to be undertaken by the supplier, which by the Trust or which by another supplier or partner).

A view on the principal risks expected against delivery of the main requirements should also be provided, including specifically how the supplier intends to mitigate these.

In setting out their approach and outlining key activities, suppliers should also provide a statement of the main methodologies that are to be adopted against the specialist and technical areas of support.

Bidders are also required to provide a summary of the project management approach they would deploy.

As the Accountable Officer for the Trust, the TSA will likely need to put in place urgent measures to address areas of acute underperformance at the Trust. Thus, at the same time as the TSA prepares its draft report, measures will also need to be developed that will immediately positively impact the Trust’s underperformance. The appointed supplier will need to support the management team, where requested, to make the changes necessary to stabilise the position of the Trust, address areas of acute underperformance, ensure continuity of safe service provision and to develop specific measures by which this is to be achieved. Bidders are asked to set out how they would do this, identify the risks to delivering against the core requirements and how they would manage this possible tension.

Bidders are required to set out how they will build and secure the required contributions from within the local health economy, as well as other capabilities needed to deliver against the TSA’s primary requirements. Details should be provided of the types of organisations under consideration, the names of the main contacts at these organisations, the status of any discussions held and nature of any undertakings provided. Evidence of commitment to participate in the UPR process should be included. In setting out their approach to building an alliance of organisations with local and specialist healthcare experience suppliers should provide a summary of any conflicts of interest that are anticipated during the course of the engagement, as well as consideration of any future conflicts that may arise, and the approach to be adopted for their resolution.

In responding to this specification of work bidders will need to demonstrate their credentials against each of the above areas of specialist and technical advisory support. Credentials should describe the context and succinctly describe the requirement of each before evidencing and quantifying the way the supplier addressed the challenge. The credential should conclude by setting out explicitly how it was comparable to the requirement of this project.

Credentials should also be provided that evidence establishing and leading consortia-type arrangements comparable to the requirement of this project.

Bidders are asked also to provide an appropriate contact within two reference client organisations. Not all references will be taken up but the persons should be willing and able to discuss the nature of the work and support provided by the supplier. Contact will be made in early July with referees by a representative from the Department of Health, or member of the UPR project team.

In setting out their resourcing arrangements bidders should give consideration to the nature of this project, its profile locally and nationally, as well as the specialist and technical advisory inputs required. Although, the Trust that will first be involved in the UPR will be in London, it is expected that other Trusts across the country may also be placed in the Regime within the timeframes set out in respect of national policy objectives on Foundation Trusts.

Bidders are asked to set out a core team able to address the main specialist and technical requirements set out above, including a team structure chart. Pen profiles should be provided for members of the core team. Please also indicate where these individuals have worked on the reference projects provided, or other directly comparable engagements.

A statement should be provided confirming that those team members included in the tender response will be those working on the project for the duration of the engagement.

Additional pen profiles should also be provided for the leadership and day-to-day project management resources that are required against the other specialist and technical areas of work outlined above.

Please note that legal advice is not required as part of consultancy advice tendered in this specification document. This is being sought through separate arrangements. Bidders are asked to confirm their willingness though to work in conjunction with other advisers retained by the Department of Health as part of this project.

**Commercials/ pricing**

Suppliers should provide fixed cost proposals for the anticipated core team for the period up to completion of the draft report. This is expected to be for a period of seventeen weeks (subject to confirmation). Suppliers should also provide their fixed costs for the subsequent consultation period against which the Department will manage time and materials and, finally, for the post consultation period when the report of recommendations is finalised so these are clearly differentiated.

The pricing schedule should break down costs by person by week including time and materials and also to include consultant day commitments accordingly.

The Department of Health requests that all pre-agreed discounts should be shown and applied for the duration of the whole engagement across all resource levels.

The successful supplier may also want to consider what additional discounts are be provided, or other ways in which value for money can be demonstrated.

It is expected that the contract to support the TSA will be awarded for the period of its appointment to the Trust or until submission of the final report to the Secretary of State. However, suppliers should note that a review of advisory arrangements is to be undertaken at the point of submission of the draft report and, depending on performance and future requirements, the contract may be amended or terminated.

**Procurement timings**

In order to ensure that appropriate types and levels of support are in place for the TSA by week ending 20 July the following timetable will be adopted for the procurement.

* 19 June: Invitation to Tender issued.
* Weeks ending 29 June: individual briefings with supplier organisations from members of the assessment panel (All arrangements, dates and times to be confirmed during week ending 22 June. Bidders are asked to note and plan for the fact that it is likely that supplier briefings will be held by teleconference due to existing diary commitments. Notification will be sent out via BMS, the Authority’s e-sourcing tool.)
* 3 July: suppliers to return bids by midday via BMS.
* Week ending 6 July: suppliers’ presentations to panel
* Week ending 13 July: supplier appointed to support TSA

**Project delivery**

The supplier is expected to be based at the Trust site throughout duration of the contract although travel to other sites in London is to be expected.

Suppliers will be expected to meet their own information technology needs to deliver against the scope of work.

Reasonably incurred expenses will be paid in line with Department of Health policy. Travel expenses will only be reimbursed between the Trust site and other locations, which the supplier’s teams are asked to attend in the course of their work.

Proposals for relationship and contract management should be provided as part of suppliers’ responses to the Invitation to Tender, including a description of how issues will be escalated, problems resolved, as well as reporting of progress against deliverables.

SCHEDULE ONE A: TENDERER RESPONSE

 **TENDERER RESPONSE: INTRODUCTION**

Tenderers must provide all the information requested in the following section as part of their tender proposal. Supporting documents may be submitted but they must be clearly referenced back to the appropriate section.

1. **CONTACT DETAILS**
2. Tenderer name

Please confirm the name of the Tenderer:

|  |  |
| --- | --- |
| Tenderer Name: |       |

1. Contact details\*

Tenderers must provide contact details for this tender.

|  |  |
| --- | --- |
| Contact Name\* |       |
| Address: |       |
| Telephone number |       |
| Email address: |       |

\* Contact is the person responsible for any queries relating to this tender proposal

1. **OVERVIEW**
2. Your understanding (Not scored)

Tenderers must provide a description of their understanding of the specific requirements of this opportunity

| Response |
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1. Management summary (Not Scored)

Tenderers must provide a concise summary highlighting the key aspects of your proposal.

| Response |
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1. **RESPONSE TO SPECIFICATION**

**C1. Strategic Advisory (20%)**

Please provide details of how you intend to deliver the service detailed in the specification. Your response should include the following points:

**(The sub-criteria detailed below represent an equally weighted component of the overall weighting.)**

* pathway and service redesign (in line with best practice evidence), service reconfiguration (internal to the Trust, as well as wider health economy) and activity and financial modelling against a range of possible scenarios to be developed;
* scenarios for sustainable delivery of services across the health economy;
* identification of major changes to current arrangements in respect of provision by service and clinical area, including an assessment of impacts, including also an assessment of dependencies (e.g. on NHS Trusts and NHS Foundation Trusts within the health economy affected);
* quantification of system costs and benefits, including supporting organisational long-term financial models;
* management of an alliance of appropriate organisations involved in delivery of the solution; and
* appraisal of options for corporate structures that would best enable the delivery of the proposed solutions, as well as changes to capacity and capability.

| Response |
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**C2. Operational advisory (15%)**

Please provide details of your organisations ability to carry out the following operational advisory services. Your response should include the following:

**(The sub-criteria detailed below represent an equally weighted component of the overall weighting.)**

* trust-level change requirements in relation to delivery of its clinical services and delivery of the organisation’s clinical productivity opportunity;
* changes to the Trust’s commercial arrangements and supporting processes differentiating between short, medium and long term measures;
* an assessment of dependencies as they relate to back-office changes; and
* negotiations with the organisation’s principal suppliers.

| Response |
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**C.3 Financial Advisory (15%)**

Please provide details of your organisations ability to carry out the following financial advisory services. Your response should include the following:

**(The sub-criteria detailed below represent an equally weighted component of the overall weighting.)**

* Financial performance assessments, financial modelling, working capital management, service level reporting improvement, cost optimisation, business case development and procurement (and the use of PCR regulations).

| Response |
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**C.4 Risk Management (5%)**

Please provide details of any risks that you envisage affecting the delivery of the requirement and how you would mitigate against them. Your response should include the following points:

 **(The sub-criteria detailed below represent an equally weighted component of the overall weighting.)**

* Unfair advantage
* Conflicts of Interest
* Procurement regulations. (PCR Act 2006 amended 2009)
* Local Health Economy
* Dependency issues
* General Risks to the overall delivery of service.

| Response |
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**C.5 Personnel and project management (15%)**

Please provide details of you will meet the key deadlines outlined in the specification. Your response should include the following:

**(The sub-criteria detailed below represent an equally weighted component of the overall weighting.)**

* a team structure chart of staff involved in the delivery of the requirement;
* a pen profile (no longer then 1 page of A4 each) outlining the skills and attributes and role that they will have in delivering the requirement;
* a Gantt chart displaying the principal activities against the TSA timetable; and
* a named individual and a pen profile (no longer than 1 page of A4) who will be leading and accountable in ensuring the success of the project.

| Response |
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**Similar contracts and client references (not scored)**

Please provide at least two case studies where you have demonstrated technical and advisory services in a similar situation.

Please provide contact details for two reference clients as per the specification.

1. **: SUPPLEMENTARY INFORMATION**

D.1 Tender support (Not Scored)

The Tenderer may provide any additional relevant information in support of the tender. This must be done in a clear and concise manner. It must not be used as an opportunity to provide marketing material.

| Response |
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SCHEDULE TWO: SCHEDULE OF PRICES

1. GENERAL INSTRUCTIONS
	1. The rates contained within the pricing schedules are, unless otherwise expressly agreed between the parties, firm.
	2. The rates entered shall be deemed to include complete provision for full compliance with the requirements of the Contract.
	3. The rates exclude VAT.
	4. The rates entered in the Schedule of Prices shall include all travel and subsistence costs which must be set out separately. Expenses will only be approved if supported by original receipts. The Authority will only pay for expenses claimed that are in line with the Authority’s guidelines for expenses. Original receipts will need to be provided.
	5. The Authority will only make payment for overnight stays authorised beforehand by the Authority's Representative.
	6. Any extra expenses other than travel and subsistence must be priced separately in the pricing schedule. The Authority will only pay for expenses claimed that are included in this pricing schedule and are deemed to be reasonable for delivery of the requirement.
	7. Tenderers must include in the pricing schedules any discounts or any reduced pricing they are proposing to offer to the Authority in delivery of this requirement.
	8. Please complete the pricing schedule entitled Appendix A and upload a separate document,

SCHEDULE THREE: MONITORING

1. GENERAL INSTRUCTIONS

Tenderers must provide all the information requested in the following section as part of their tender proposal. Supporting documents may be submitted but they must be clearly referenced back to the appropriate section.

1. Representatives
	1. Name of Authority's Representative(s): To be appointed at Contract Award Stage.
	2. Name of Contractor's Representative(s): [Tenderer to complete]
2. deliverables
	1. List of deliverables, outputs and reports Contractor is to supply: [Authority/Tenderer to complete]
	2. Period(s) over which each deliverable, output and report is to be supplied: [Authority/Tenderer to complete]
	3. Information requirements: [Authority to complete]
	4. Milestones: [Authority/Tenderer to complete]
3. meetings
	1. Frequency of contract management meetings: [Authority/Tenderer to complete]
	2. Location of contract management meetings: [Authority/Tenderer to complete]
	3. Checking performance against anticipated plan: [Authority to complete]
4. remedies
	1. Remedies for below par performance: [Authority to complete]

SCHEDULE FOUR: CONFIDENTIAL AND COMMERCIALLY SENSITIVE INFORMATION

1. GENERAL
	1. All the information that the Authoritysupplies as part of this Contract may be regarded as Confidential Information as defined in Condition 1 (Definitions) of Section Three - Conditions of Contract.
	2. The Contractor considers that the type of information listed in paragraph 2 below is Confidential Information.
	3. The Contractor considers that the type of information listed in paragraph 3 below is Commercially Sensitive Information.

1. TYPES OF INFORMATION THAT THE CONTRACTOR CONSIDERS TO BE CONFIDENTIAL
	1. Type 1: Confidential information:

|  |  |  |
| --- | --- | --- |
| Information considered confidential | Reason for FoIA exemption (Include paragraph reference) | Period exemption is sought(Months) |
|  |  |  |
|  |  |  |
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* 1. Type 2: Commercially sensitive information:

|  |  |  |
| --- | --- | --- |
| Information considered commercially sensitive | Reason for FoIA exemption (Include paragraph reference) | Period exemption is sought(Months) |
|  |  |  |
|  |  |  |
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SCHEDULE FIVE: ADMINISTRATIVE INSTRUCTIONS

1. AUTHORISATION
	1. The person shown below person shall act as the Authority's Representative on all matters relating to the Contract:

|  |  |
| --- | --- |
| **Name**  | **TO BE PROVIDED AT CONTRACT AWARD STAGE** |
| Contact Details  | **TO BE PROVIDED AT CONTRACT AWARD STAGE** |

* 1. The Authority's Representative may authorise other officers to act on their behalf.

**2. NOTICES**

2.1 Any notice the Contractor wishes to send the Authority shall be sent in writing to the Authority's Representative at the address shown in paragraph 1.1 above.

2.2 Any notice the Authority wishes to send the Contractor shall be sent in writing to the Contractor's Representative at the address shown in paragraph 4.2 below.

3 ADDRESS FOR INVOICES

3.1 All invoices shall be sent to the Authority addressed to:

Authority to insert details.

4 CORRESPONDENCE

* 1. All correspondence to the Authority except that for or relating to invoices shall be sent to the following address:

 **TO BE PROVIDED AT CONTRACT AWARD STAGE.**

4.2 All correspondence to the Contractor shall be sent to the following address:

**Tenderer to provide Address**

 **[ADDRESS]**

SCHEDULE FIVE: Appendix A: Variation to Contract

VARIATION TO CONTRACT FORM

|  |  |
| --- | --- |
| Contract Title:  |  |

|  |  |
| --- | --- |
| For the provision of:  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Contract Ref: |  | Variation No: |  | Date |  |

BETWEEN:

The Secretary of State for Health (hereinafter called the Authority) and [INSERT NAME OF CONTRACTOR] (hereinafter called the Contractor) having his main or registered office at [DN:INSERT ADDRESS]:

The Contract is varied as follows:

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:

|  |  |  |  |
| --- | --- | --- | --- |
| For: The AUTHORITY |  | For the Contractor |  |
| By |  | By |  |
| Full name |  | Full name |  |
| Grade / Pay Band |  | Title |  |
| Date |  | Date |  |

SCHEDULE FIVE: Appendix B: Novation Agreement

THIS DEED (THIS AGREEMENT is made on the [dd] day of [month & year] BETWEEN

(1) THE AUTHORITY (insert name and address),

(2) THE [CONTRACTOR] of [address]

(3) THE [NEW PARTY] of [address]

WHEREAS

(A) This Agreement is supplemental to an agreement dated [dd Month Year] between the Authority (insert name) and the Contractor (the **Contract**) under which the Contractor agreed to provide services to the Authority (insert name).

(B) The Authority (insert name) has authorised the New Party to replace the Authority (insert name) as the contracting Authority under the Contract on the terms of this Agreement and the Contractor is willing to accept the New Party in place of the Authority (insert name) on those terms.

IT IS HEREBY AGREED AS FOLLOWS:

1. Subject to the following Clauses of this Agreement –

a) The Contract shall continue in full force and effect as if the New Party were named as a party to the Contract in place of the Authority (insert name).

b) All rights, obligations and liabilities arising under the Contract from the date of this Agreement shall be rights, obligations and liabilities between the New Party and the Contractor.

c) Any existing rights, obligations or liabilities of the Authority (insert name) relating to the performance of the Contract up to the date of this Agreement shall pass to the New Party and shall be enforceable between the Contractor and the New Party in place of the Authority (insert name) of State.

2 The rights, obligations and liabilities of the Contract shall be exercisable and enforceable as the rights of the New Party under this Agreement.

3. This Agreement shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the courts of England.

Signed by

for and on behalf of the

Authority (insert name) in the presence of:

Signed by

for and on behalf of the

Contractor in the presence of:

Signed by

for and on behalf of the

New Party in the presence of:

SCHEDULE FIVE: Appendix C: Sub-Contractors

All suppliers to the Authority of Health are asked to provide details of all sub-contractors that will be used to perform the contract.

|  |  |
| --- | --- |
| NAME AND ADDRESS OF SUB-CONTRACTOR | SERVICE PERFORMED FOR CONTRACTOR |
| NAME:  |  |  |
| ADDRESS: |  |
| NAME:  |  |  |
| ADDRESS: |  |
| NAME:  |  |  |
| ADDRESS: |  |
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| ADDRESS: |  |

SCHEDULE SIX: Form of Tender

Declaration

**CONTRACT FOR THE PROVISION OF UNSUSTAINABLE PROVIDERS REGIME (UPR)**

Having examined the proposed Contract comprising:, Section Two- Conditions of Contract; Schedules 1-6, as enclosed in your Invitation to Tender dated (INSERT DATE).

We do hereby offer to enter into a contract with the Authority on the terms and conditions in the said Contract.

We undertake to keep the tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of tenders.

We declare that this is a bona fide tender, intended to be genuinely competitive, and that we have not fixed or adjusted the amount of the tender by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts prior to award of this Contract:

Collude with any third party to fix the price of any number of tenders for this Contract;

Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.

Unless and until the Tenderer and the Authority have executed a formal agreement, the Authority's acceptance of this tender with all its enclosures shall not constitute a binding contract between us. We understand that you are not bound to accept the lowest price, or any, tender.

Name of person duly authorised to sign tenders:

Date: ..........................................

Name: ..........................................

in the capacity of: ................................................................

duly authorised to sign tenders for and on behalf of:

............................................................................

By completing this Declaration and submitting your tender you have agreed that the statements in this Form of Tender are correct.

SCHEDULE SIX: Appendix A Parent Company Guarantee

PROVISION OF **(DN: INSERT THE DESCRIPTION OF GOODS AND/OR SERVICES)**

With reference to the tender for the above services submitted by ***[insert name of Contractor****]* (hereinafter referred to as "the Contractor"), as a condition precedent for and in consideration of The Secretary of State for Health, (hereinafter referred to as "the Authority") entering into a contract (hereinafter referred to as "the Contract") with the Contractor for the above services, we, as the Contractor's ultimate holding company do hereby enter into the following unconditional and irrevocable undertakings with the Authority. These undertakings being on condition that the Authority enters into the Contract with the Contractor for the above services and in consideration of the same:

1. The Contractor shall perform all its obligations contained in the Contract;

 2. If the Contractor shall in any respect fail to perform the said obligations contained in the Contract or commits any breach thereof we shall ourselves perform on simple demand by the Authority, or take whatever steps may be necessary to achieve performance of the obligations under the Contract of the Contractor, and shall indemnify and keep indemnified the Authority against any loss, damages, costs and expenses howsoever arising from the said failure or breach for which the Contractor may be liable;

3. We shall not be discharged or released from our undertakings hereunder by any waiver or forbearance by the Authority, whether as to payment, time, performance or otherwise;

1. This guarantee shall be unconditional and irrevocable and shall continue in force, notwithstanding any variations or additions to or deletions from the scope of services to be performed under the Contract, until all the Contractor's obligations thereunder have been performed; and,
2. This document shall be construed and take effect in accordance with English Law and, furthermore, we submit to the jurisdiction of the English Courts.

Completed by: ............................……. Position: ...............................

Name: ..............................…... Date: ...............................

For and on behalf of **[insert name of the Contractor's ultimate holding company]**

1. http://www.dh.gov.uk/en/Publicationsandstatistics/Legislation/Actsandbills/DH\_064103 [↑](#footnote-ref-1)
2. http://www.dh.gov.uk/en/Publicationsandstatistics/Legislation/Actsandbills/DH\_093280 [↑](#footnote-ref-2)
3. http://www.legislation.gov.uk/uksi/2009/2992/contents/made [↑](#footnote-ref-3)
4. Please note the contract can only be varied by a maximum of 10% of the total value. [↑](#footnote-ref-4)