

## Terms of Offer

**for the supply of medical locums of all grades and specialities (excluding locum GPs) to all NHS bodies (whether acting individually or on behalf of or together as members of any consortium) within England, Scotland and Wales and any other named organisations within the United Kingdom ("Participating Authorities") that may choose to participate at their own discretion**

### **1. The NHS Purchasing and Supply Agency**

- 1.1 The NHS Purchasing and Supply Agency ('the NHS PASA') is conducting this procurement exercise as agent for and on behalf of the principals with whom the successful offeror(s) will ultimately enter into contracts for the supply of the Services ('The principals' are the NHS bodies within England, Scotland and Wales and other Participating Authorities within the United Kingdom which have instructed the NHS PASA to conduct the procurement exercise).
- 1.2 The NHS PASA will not be a party to any such subsequent supply contracts and shall incur no personal liability arising out of or in connection with the acts or omissions of the principals in connection with such supply contracts.

### **2. The framework agreement**

- 2.1 This procurement exercise concerns the conclusion of a framework agreement under which one or more successful offerors will be appointed to supply services on the terms agreed to such of the principals participating in the agreement as may place orders for such services from time to time.
- 2.2 The NHS PASA cannot mandate the principals to place any orders or any particular level of orders, nor can it require them to place orders with particular successful offerors. It follows that the NHS PASA can give no warranty that any successful offeror will receive any business or any particular level of business under the framework agreement.
- 2.3 Any volume estimates provided to offerors by the NHS PASA's staff are statements of opinion, provided in good faith and based on past experience and market knowledge, but they should not be relied upon by offerors in formulating their offers.

### **3. Information and confidentiality**

- 3.1 Information that is supplied to offerors as part of the procurement exercise is supplied in good faith. However, offerors must satisfy themselves as to the accuracy of such information and, unless such information has been supplied fraudulently by the NHS PASA, no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the offerors of such information.
- 3.2 All information supplied to offerors by the NHS PASA in connection with this procurement exercise shall be regarded as confidential. By submitting an offer the offeror agrees to be bound by the obligation to preserve the confidentiality of all such information.
- 3.3 This invitation and its accompanying documents shall remain the property of the NHS PASA and must be returned on demand.

#### **4. Freedom of Information Act 2000**

- 4.1 The Freedom of Information Act 2000 (FOIA) applies to the NHS PASA.
- 4.2 Offerors should be aware of the NHS PASA's obligations and responsibilities under the FOIA to disclose, on request, recorded information held by the NHS PASA. Information provided by offerors in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, may therefore have to be disclosed by the NHS PASA in response to such a request, unless the NHS PASA decides that one of the statutory exemptions under the FOIA applies. The NHS PASA may also include certain information in the publication scheme which it maintains under the FOIA.
- 4.3 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004, the NHS PASA may consider it appropriate to ask offerors for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the NHS PASA must comply with a strict timetable and the NHS PASA would, therefore, expect a timely response to any such consultation within five working days.
- 4.4 If offerors provide any information to the NHS PASA in connection with this procurement exercise, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which an offeror wishes to be held in confidence, then offerors must clearly identify in their offer documentation the information to which offerors consider a duty of confidentiality applies. Offerors must give a clear indication which material is to be considered confidential and why you consider it to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate. In addition, marking any material as "confidential" or equivalent should not be taken to mean that the NHS PASA accepts any duty of confidentiality by virtue of such marking. Please note that even where an offeror has indicated that information is confidential, the NHS PASA may be required to disclose it under the FOIA if a request is received.
- 4.5 The NHS PASA cannot accept that trivial information or information which by its very nature cannot be regarded as confidential should be subject to any obligation of confidence.
- 4.6 In certain circumstances where information has not been provided in confidence, the NHS PASA may still wish to consult with offerors about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.
- 4.7 The decision as to which information will be disclosed is reserved to the NHS PASA, notwithstanding any consultation with you.

#### **5. Prices**

- 5.1 Prices must be stated in the Offer Schedule (Document no. 5) which is in Excel format. Offerors should fully complete the Offer Schedule in accordance with the instructions contained within the 'Instructions' worksheet and should not amend any of the underlying structure or formulae (including alteration of any of the calculations).
- 5.2 Prices must be firm (ie, not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents.
- 5.3 Offerors are requested to state prices for two broad categories of Agency Workers:

- 5.3.1 prices for those grades and specialties of Agency Workers which the offeror can supply upon commencement of the framework agreement; and
- 5.3.2 prices for those grades and specialties of Agency Workers which the offeror cannot supply at the commencement of the framework agreement, but which the offeror anticipates becoming able to supply during the period of the framework agreement.

## **6. Offer documentation and submission**

- 6.1 Offers may be submitted for all services or for selected items.
- 6.2 The services offered should be strictly in accordance with the NHS Terms and Conditions of Contract (Document no. 4).
- 6.3 Offers must comprise:
  - 6.3.1 the Offer Schedule (Document no. 5);
  - 6.3.2 the Form of Offer (Document no. 6); and
  - 6.3.3 confirmation that any information previously supplied to the NHS PASA in connection with the Offer is still accurate and is incorporated by reference into the Offer.
- 6.4 The Form of Offer (Document no. 6) referred to in paragraph 6.3.2 above must be approved by an officer authorised by the company through the Bravo electronic tendering system.
- 6.5 The Form of Offer and accompanying documents must be completed in full. Any offer may be rejected which:
  - 6.5.1 contains gaps, omissions or obvious errors; or
  - 6.5.2 contains amendments; or
  - 6.5.3 is not submitted in accordance with the instructions contained therein; or
  - 6.5.4 is received after the closing time.
- 6.6 For help in completing the Offer documentation please contact the Medical Locums category team through the Bravo electronic tendering system messaging service.
- 6.7 Offers must be written in English and submitted to the NHS PASA via the Bravo electronic tendering system by **12 noon on 20 December 2007**.

## **7. Contract award criteria**

- 7.1 Participation in the framework agreement will be awarded on the basis of the most economically advantageous offer(s) judged on price, quality, delivery performance, risk and overall cost effectiveness. These factors are not listed in any particular order of importance.

## **8. Contract monitoring**

- 8.1 The NHS PASA is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the supplier/s and formally documented. It is possible that measurement

criteria will develop during the term of the contract - this will also be documented following agreement with the supplier/s.

**9. Management Information (MI)**

- 9.1 Offerors are required to provide a named contact responsible for the provision of management information on volumes and sales data. The data shall be submitted electronically on a monthly basis to the NHS PASA.
- 9.2 The information must:
  - 9.2.1 be in the management information data template format as prescribed from time to time by the NHS PASA;
  - 9.2.2 contain service level detail for each NHS body within England, Scotland and Wales and other participating authorities within the United Kingdom, as appropriate; and
  - 9.2.3 be provided to the NHS PASA by the 15<sup>th</sup> day of the month following the end of the appropriate sales month
- 9.3 Each NHS body within England, Scotland and Wales and other participating authority within the United Kingdom has a unique organisation code; this code can be found in the management information data template format as prescribed from time to time in accordance with paragraph 9.2.1 above
- 9.4 The MI supplied to the NHS PASA will be used to create a number of the NHS PASA's internal reports regarding the provision of the Services. These reports will be anonymised and shall be shared with all successful Suppliers on a regular basis during the term of the framework agreement, but will exclude financial and costing information.