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| **Document A**  |
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| **Invitation to Tender for the****Provision of Managed Staff Bank Service for [ ] NHS Trust** |
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| **Trust tender ref no: [ ]****Crown Commercial Services (CCS) Framework ref no: RM1072** **Workforce Management****OJEU reference: 2013/S 243-422865** |

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1. **Introduction**

The purpose of this document is to provide you with an introduction to [ ] and to outline the particulars of the service(s) you are bidding for as part of this competition.

Where we are:

[insert details of the current provision]

Our Aim:

[insert details of where you want to be]

You have been invited to participate in this mini competition as a framework supplier of managed staff bank services, hereafter referred to as the Bidder, under the Framework Agreement for the Provision of Managed Service Staff Banks.

**1.1 What is a mini competition?**

A mini competition is a process to place a call-off contract under a framework agreement, where the best value supplier has not been specified.

The Authority is therefore using this mini competition to:

* Fix the price the delivery of a managed staff bank service as per the requirements laid out in this document;
* Refine or add to the technical specification, as required by the Authority;
* Complete and sign off the framework Call-Off contract in accordance with its terms and conditions of service.

**2. Receipt of Tender Documentation**

There is no need for you to inform the Procurement Services directly of your intention to participate as the portal will record this.

**2.1 Questions and Answers**

Where there is uncertainty with any element of the tender, the Procurement Services will endeavour to provide any additional information required. Questions must only be submitted by email through the portal. Answers will be distributed as soon as possible to all Bidders via the portal if the answer given may be of general help. The deadline date for questions to be received is contained within point 2.2. Any questions received after this may not be answered

**2.2. Indicative Tender Timetable**

The table below is to be used as a guide only, and any changes will be communicated to Tenderers via the portal. The Trust does not intend to depart from the timetable provided, but reserves the right to do so at any time in order to support competition, avoid unnecessary costs associated with the tender process

|  |  |
| --- | --- |
|  | **DESCRIPTION** |
|  | Issue ITT document on the Portal |
|  | 17:00 -Deadline for clarification questions to Trust |
|  | 1300 hrs. – Tender Submission date |
|  | Evaluation of bids |
|  | Presentation/Interview for shortlisted suppliers |
|  | Recommendation to the Board/approval |
|  | Notification of tender outcome to suppliers |
|  | Pre contract meeting |
|  | Contract start date |

**2.3**. **The ITT process**

The Trust is using the Due North (Procure) e-tendering portal to conduct the procurement process ("**the e-Tendering Portal**"). The e-Tendering portal can be accessed via [insert link]

All communications (including submission of Tenders) should be carried out via the e-Tendering Portal. Any supplier contacting the Trust outside the portal regarding this tender may be disqualified.

**2.4** **Supplier Presentation:**

Presentations and/or clarification meetings may be required from the shortlisted suppliers.

**2.5 Format of submission**

Hard copies of your written tender submission are not permitted. The Trust has the ability to use the following programmes to open your submission; MS Word, MS Excel, MS PowerPoint; Adobe PDF; WinZip. Any attached files must be clearly named with both your company name and the subject matter of the data.

There is no file size limit for each document being Uploaded into the portal but be mindful that larger files may take longer to attach, so ensure this is done with enough time before the closing date and time – ideally using an appropriate compression (zipping) program.

Tenders must be submitted in English and in Pounds Sterling.

Bidders must not make any changes to the Tender documents without contacting the Procurement Services Department first.

Bidders are reminded that late tender returns may not be accepted. It is the bidders’ responsibility to ensure that their complete tender is received by the Authority before the deadline.

**2.6. What to include**

* Covering Letter
* Full response to Technical specification
* Competed Offer Schedule

**2.7. Tender Validity Period**

Tenders are to remain open for acceptance by the Trust, for a minimum of 180 days from the Tender return date.

Prices must be firm (i.e. not subject to variation) for the period of the contract subject only to any variation provisions contained in the contract documents. Prices must be exclusive of VAT.

**2.8 Tender Cost**

The Trust shall not be liable for or pay any expenses or losses whatsoever which may be incurred by any Bidder in the preparation of their Tender submission. The submission of a Tender shall be deemed to be undertaking that the Tender prices include for compliance with these Instructions to Tenderers.

The Bidder shall be responsible for obtaining at their own expense; all information necessary for the preparation of the Tender, and will be deemed to have satisfied themselves as to the size, scope and complexity of the tasks required to be performed, under any Contract awarded as a result of this Tender.Claims arising from any neglect on the part of the Bidder in this respect will not be considered.

2.9 Requirements

Our requirements are given in Appendix 2A and 2B of this document.

Where specific performance levels are required then you need to confirm your ability to meet these and monitor performance against the same on an on-going basis.

**2.10 How a supplier is selected**

Each compliant bid received will be evaluated and scored based on the matrix below

[this a reflection of the main FA criteria and suggested sub criteria. Equally the weightings are suggestions for guidance. These should be amended to suit your particular requirements]

|  |  |  |  |
| --- | --- | --- | --- |
| **Evaluation Criteria** | **Percentage Weightings - to be set by the Contracting Body conducting the further competition** | **Criteria and guidance** | **Criteria weightings (as a percentage of the overall score available to the main evaluation criteria) – to be set by the Contracting Body conducting the further competition** |
| Price  | 40% | Cost to include efficiency savings and demand reduction savings | 40% |
| Quality/Technical 60% | Management of Flexible Workers | 5% |
| Booking Management:* Proactive and direct booking of staff by provider
* Proactive and direct agency contact by provider
* Proactive agency management by provider
 | 20% |
| System Integration* E-roster
* Any future shared/collaborative bank functions across the STP
 | 10% |
| Staff Management | 5% |
| Management of Service Levels | 5% |
| Flexible Workers Pay Management | 5% |
| Efficiency | 5% |
| Technical Capability | 5% |
| Detailed implementation plan and specific timetable | Required but not scored |
| Supplier resources availability and profile | Required but not scored |

|  |  |  |
| --- | --- | --- |
| **Non-Commercial Evaluation** | **Judgement** | **Score** |
| Meets all requirements and offers some added value | Excellent | 5 |
| Meets all requirements | Good | 4 |
| Generally meets all requirements with minor issues | Fair | 3 |
| Meets some requirements but with a few major gaps/issues | Doubtful | 2 |
| Meets few requirements; serious concerns | Poor | 1 |
| Does not meet any requirements or fails to answer | Reject | 0 |

[The following section should be tailored to your particular approach]

|  |
| --- |
| **Commercial Evaluation** |
| 1. The price will be compared on the basis of year one cost.  |
| 2. Offers that in the opinion of the Trust are unrealistically high or low (in terms of price) may be rejected |
| 3. The lowest sustainable price will be given 5. Other offers will then be expressed as an inverse proportion of the lowest price. The % weighting for price is then applied to give the Final price score for each offer  |

The Contracting Authorities mayseek independent financial and market advice to validate information declared or to assist in the evaluation.

**3. Terms of Offer**

This section outlines the terms by which you must abide when participating in this mini competition process.

**4. Information and Confidentiality**

4.1 Information that is supplied to Bidders by the Authority as part of the mini competition is supplied in good faith. However, Bidders must satisfy themselves as to the accuracy of such information and no responsibility is accepted for any loss or damage of whatever kind or howsoever caused arising from the use by the Bidders of such information.

4.2 All information supplied to Bidders by the Authority in connection with this mini competition shall be regarded as confidential. By submitting an offer the Bidder agrees to be bound by the obligation to preserve the confidentiality of all such information.

4.3 This invitation and its accompanying documents shall remain the property of the Authority and must be returned upon demand.

**5. Freedom of Information Act 2000**

5.1 The Freedom of Information Act 2000 (FOIA) as amended applies to the Authority.

5.2 Bidders should be aware of the Authority’s obligations and responsibilities under the FOIA to disclose, on request, recorded information held by the Authority. Information provided by Bidders in connection with this mini competition, or with any Contract that may be awarded as a result of this exercise, 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 FOIA applies. The Authority may also include certain information in the publication scheme which it maintains under the FOIA.

5.3 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 Authority may consider it appropriate to ask Bidders 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 Authority must comply with a strict timetable and the Authority would, therefore, expect a timely response to any such consultation within five working days.

5.4 If a Bidder provides any information to the Authority in connection with this mini competition, or with any Contract that may be awarded as a result of this exercise, which is confidential in nature and which the Bidder wishes to be held in confidence, then the Bidder must clearly identify in the offer documentation the information to which the Bidder considers a duty of confidentiality applies. Bidders must give a clear indication which material is to be considered confidential and why it is considered 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 Authority accepts any duty of confidentiality by virtue of such marking. Please note that even where a Bidder has indicated that information is confidential, the Authority may be required to disclose it under the FOIA if a request is received.

5.5 The Authority 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.

5.6 In certain circumstances where information has not been provided in confidence, the Authority may still wish to consult with Bidders about the application of any other exemption such as that relating to disclosure that will prejudice the commercial interests of any party.

5.7 The decision as to which information will be disclosed is reserved to the Authority notwithstanding any consultation with Bidders.

**6. Prices**

6.1 Prices must be stated as requested within this invitation and must remain open for acceptance until 180 days after the closing date of receipt of bidder responses. Prices must be exclusive of VAT.

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**7. Bidder responses**

7.1 The Authority reserves the right to reject bids which:

Are received after the closing time and date of **[insert bid closing date]**, or Contain gaps, omissions or obvious errors

7.2 The Authority may, at its absolute discretion, amend the mini competition process, or extend the closing date and time for the receipt of responses.

7.3 The Authority reserves the right not to award all or any of the contracts under this Mini Competition and furthermore that, if awarded, no binding contract is made with any successful bidder until the signing of the contract.

7.4 The Authority does not bind itself to accept the lowest or any offer.

7.5 Bidders are responsible for the costs they incur in participating in the Mini Competition and the Authority is not liable for costs or expenses incurred as a result of preparation of tenders, portfolios or attendance at any meetings or presentations disqualification or non-award.

**8. Award of Contract and 10-day Standstill Period**

Please be aware that the Trust is not required to accept the lowest priced, or any of the tenders submitted. The Trust may choose to observe the ten day Standstill Period although not mandatory with this mini competition.

**9. TUPE**

The Transfer of Undertakings (Protection of Employment) Regulations (TUPE) is relevant to this service. The current bank has on onsite team details of which can be found at Appendix 3

**10. Key Performance Indicators – (KPI)**

**[This is an indicative approach and should be reviewed and amended according to your own requirements]**

* The trust has the right to monitor any Framework KPI and use the Service Credit regime for contractual failure.
* During the contract the trust will only monitor the fill rate KPI unless other performance issues are identified.
* Current fill rates are provided in the data supplied within the Invitation to Tender. Bidders accept that in submitting a bid they accept a contractual fill rate 10% higher than current fill rates to be achieved by the end of year one. (For the avoidance of doubt the fill rate increase will relate to hours requested for each staff group supplied by the bank.)
* The supplier’s progress towards this requirement will be monitored monthly and will be reviewed at periods at the Trust’s discretion. In month 9 the performance will be reviewed and if the KPI has not reached 8% increased fill rate for each staff group then the Service Credit regime will be introduced for months 10 -12.
* In subsequent years the KPI will be increased by a minimum of 5% of hours filled.

Appendix: 1 Conditions of the Call-off Contract

This Invitation to Offer is subject to the Crown Commercial Services - RM1072 Framework Agreement for Workforce Management and Call Off contract terms.

Appendix: 2A Additional requirements and process specific specification

You are asked to provide a proposal specific to the requirements of the Authority, as outlined in this document. In doing so you will be offering to provide a solution or solutions already identified within the Framework Agreement that was awarded under RM1072 of Crown Commercial Services. Specific requirements for the Authority are noted in this section along with any required service levels (identified by the inclusion of a performance indicator).

If we have included a requirement that you cannot meet, then you should clearly note this.

Where we have noted targets or performance indicators (‘KPIs’) to support or develop a specific requirement, then you must clearly either accept these or offer an alternative. Comments on suggested targets or KPIs are welcome.

Below are set out the current operating parameters of the bank and also our future requirements.

**[This whole section needs to be tailored to your specific additional or variant requirements, the text is provided as a guide to the kind of issues you may wish to include]**

**Bank Operations -**

* The bank is currently managed onsite by and supported by a 24 hour call centre
* The Trust currently uses Allocate Health Roster Version 10.6.361.182 e-rostering system which has an interface which enables auto fill of shifts via the roster; it is expected that the Trust will upgrade t o v.10.6.3 by the end of July 2017.
* The current bank has on onsite team of 1x WTE Band 3 Administrator, 2x WTE Band 5 Trust Liaison Coordinators and 1 x WTE Band 7 Client Relationship Manager. This is supported by a national back office team that provides HR, Recruitment and Payroll services.

Details in appendix 3:

* The bank currently operates from 09:00-17:00 Monday to Friday (excluding Public Holidays). Outside of these hours there is a national call centre (i.e. supporting all client Trusts)

**Bank Worker Contracts (Flexible Workers)**

* Bank workers are registered to the bank under terms and conditions of membership of the incumbent supplier.
* Service Providers must make their own assessment with regard to TUPE and whether it is applicable.

**Desired Future Operating Performance**

The Trust wishes to achieve the following:

* decreased agency expenditure;
* increased bank fill rates;
* reduced unfilled shifts;
* an overall reduction in demand;
* increased permanent recruitment from the bank;
* an onsite Bank Service with at least the following hours of operation:

Mon-Sun 08:00 – 20:00 including bank holidays but (exc. Christmas Day when cover can be provided from home)

**Detailed Service Requirements**

Please refer to full specification in Appendix 2A and 2B

**Implementation plan and Timetable**

The Trust requires an implementation plan which enables savings to be realised as quickly as possible.

**Supplier resources availability and profile**

Please provide a comprehensive resource profile and availability of the implementation team, you will allocate to this project should your bid be successful.

Client references

The Trust requests 2 references from sites where the bidder currently operates a managed flexible resource pool of a similar nature to the services requested under this mini competition.

We will require the following information to be provided for both

 references provided.

Name and address of the organisation

Contact Name & Designation

Contact Telephone Number

Contact email address

Date of contract commencement

Contract duration

Annual contract value £

Appendix: 2B – Full CCS Specification

[Tailor to your specific model]

Full service specification in accordance with RM1072 Workforce Management and

clause 4.1 – Employment or Engagement of the Flexible Resource Pool and 4.2 - Control and Management of Contingency Labour of the CCS Frame work attached.



**Appendix: 3 – TUPE and Operational details**

[insert the completed data capture document or the details in a substantially similar format]

[the following section reflects NHSP pension details and should be removed and replaced if you have a different incumbent supplier

Further TUPE Instructions:

|  |
| --- |
| NHS Pension |
| Some workers that transferred to NHSP under TUPE from a Trust, or registered with NHSP prior to April 2010, may be entitled to and registered in the NHS Pension Scheme. Other workers who were not eligible or did not transfer from a Trust under TUPE are entitled to join a stakeholder pension with NHSP with an employer contribution of 3%. |
|   |
| Employment Status |
| All bank workers are employed under a Registration Document, this document stipulates that they are employees only during an assignment and that there is no obligation to be offered shifts and there is no obligation for them to accept shifts offered. |
|  |
| Annual Salary |
| Given the nature of the employment relationship, we are unable to predict annual earnings as it depends on the number of shifts the worker chooses to work. |
|   |
| Annual Leave |
| Annual leave entitlement is dependent on shifts worked; workers can accrue up to a maximum of the equivalent of 27 days annual leave per year. Their holiday is variable and runs one year from their individual first assignment worked date. |
|   |
| Notice Period |
| None. |
|   |
| Pay Rates |
| Some workers that transferred to NHSP under TUPE may have personalised pay rates, these rates are outlined on the HR Tender information. Where it says BAU (Business As Usual) the pay rates are in accordance with Agenda For Change spine points which are attached. |