

INVITATION TO TENDER

**Synchronicity Care Ltd on behalf of County Durham and Darlington NHS
Foundation Trust and Tees Esk & Wear Valleys NHS Foundation Trust**

Framework for the Provision of ICT Cabling and Infrastructure Work

Invitation to Tender – Document 3

Period: Commencing 1st July for a period of 12 months

(With the option to extend for a further 2 x 12 months)

Cardea Ref: SP1733

Response Date: 12th May 2021 (12:00 noon)

Contents

PART 1: Suitability Assessment Questions.....	4
Tendering organisation(s) details.....	4
Contact Details and Declaration	7
PART 2: EXCLUSION GROUNDS.....	7
Grounds for Mandatory Exclusion	7
Grounds for Discretionary exclusion	9
PART 3: SELECTION QUESTIONS.....	11
Economic and Financial Standing.....	11
Relationship to the Supplier	11
Technical and Professional Ability.....	12
Modern Slavery Act 2015.....	13
Additional Questions.....	14
Insurance	14
Data Security and Protection	14
PART 4: DUE DILIGENCE	16
Health and Safety.....	16
Equality and Diversity	17
Essential Criteria	35
Technical Questions.....	36
Price.....	40
Payment Schedule.....	40
Certificates and Declarations.....	41
APPENDICES	46
Appendix 1	46
Appendix 2	46

Notice to Tenderers

Before completing this Tender please ensure that you have read and fully understood the instructions set out in ITT Document 1 - Instructions to Tenderers and Evaluation Methodology. This document contains important information and guidance on how you should construct your tender and complete this document.

PART 1: Suitability Assessment Questions

Refer to ITT Doc1_Instructions for Tenderer(s) to understand how you should complete this section.

Please indicate which of the following applies to your submission:

Sole Tendering Organisation

Tendering Organisation is a consortium, joint venture or partnership

Tendering Organisation is a special purpose vehicle

Section 1		Tendering organisation(s) details
Question Number	Question	Response
1.1(a)	Full name of the potential supplier submitting the information	
1.1(b)-(i)	Registered office address (if applicable)	
1.1(b)-(ii)	Registered website address (if applicable)	
1.1(c)	Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector g) other (please specify your trading status)	
1.1(d)	Date of registration in country of origin	
1.1(e)	Company registration number(if applicable):	
1.1(f)	Charity registration number (if applicable)	
1.1(g)	Head office DUNS number (if applicable)	
1.1(h)	Registered VAT number	

1.1(i)-(i)	If applicable, is your organisation registered with the appropriate professional or trade register(s) in the member state where it is established?	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
1.1(i)-(ii)	If you responded yes please provide the relevant details, including the registration number(s).	
1.1(j)-(i)	Is it a legal requirement in the state where you are established for you to possess a particular authorisation, or be a member of a particular organisation in order to provide the services specified in this procurement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(j)-(ii)	If you responded yes, please provide additional details of what is required and confirmation that you have complied with this.	
1.1(k)	Trading name(s) that will be used if successful in this procurement	
1.1(l)	Relevant classifications (state whether you fall within one of these, and if so which one) a) Voluntary Community Social Enterprise (VCSE) b) Sheltered Workshop c) Public service mutual	
1.1(m)	Are you a Small, Medium or Micro Enterprise (SME)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
1.1(n)	Details of Persons of Significant Control (PSC), where appropriate: - Name; - Date of birth; - Nationality; - Country, state or part of the UK where the PSC usually lives; - Service address; - The date he or she became a PSC in relation to the company (for existing companies the 6 April 2016 should be used); - Which conditions for being a PSC are met; - Over 25% up to (and including) 50%, - More than 50% and less than 75%, - 75% or more. (Please enter N/A if not applicable)	N/A <input type="checkbox"/>

1.1(o)	Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A <input type="checkbox"/>
1.1(p)	Details of ultimate parent company: - Full name of the ultimate parent company - Registered office address (if applicable) - Registration number (if applicable) - Head office DUNS number (if applicable) - Head office VAT number (if applicable) (Please enter N/A if not applicable)	N/A <input type="checkbox"/>

Please note: A criminal record check for relevant convictions may be undertaken for the preferred suppliers and the persons of significant in control of them.

If you are providing details for consortium members or partners, confirm you have attached the relevant pro-forma of organisation details for each of the members of the consortium, partnership or joint venture.

Please provide the following information about your approach to this procurement:

Contact details and declaration

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.

I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

Section 2	Contact Details and Declaration	
Question Number	Required	Response
1.2(a)	Contact name	
1.2(b)	Name of organisation	
1.2(c)	Role in organisation	
1.2 (d)	Phone number	
1.2 (e)	E-mail address	
1.2 (f)	Postal address	
1.2 (g)	Signature (electronic is acceptable)	
1.2 (h)	Date	

PART 2: EXCLUSION GROUNDS

Please answer the following questions in full. Note that every organisation that is being relied on to meet the selection must complete and submit the Section 4 and Section 5 self-declaration.

Section 3	Grounds for Mandatory Exclusion	
Question Number	Question	Select one box for each
2.1(a)	Regulations 57(1) and (2) The detailed grounds for mandatory exclusion of an organisation are set out on this web page , which should be referred to before completing these questions. Please indicate if, within the past five years you, your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world of any of the offences within the summary below and listed on the webpage .	
	Participation in a criminal organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Corruption.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Fraud.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Terrorist offences or offences linked to terrorist activities	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)

	Money laundering or terrorist financing	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
	Child labour and other forms of trafficking in human beings	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 2.1(b)
2.1(b)	<p>If you have answered yes to question 2.1(a), please provide further details in the box below.</p> <p>Date of conviction, specify which of the grounds listed the conviction was for, and the reasons for conviction,</p> <p>Identity of who has been convicted</p> <p>If the relevant documentation is available electronically please provide the web address, issuing authority, precise reference of the documents.</p>	
	Response:	
2.2	If you have answered Yes to any of the points above have measures been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion ? (Self Cleaning)	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(a)	<p>Regulation 57(3)</p> <p>Has it been established, for your organisation by a judicial or administrative decision having final and binding effect in accordance with the legal provisions of any part of the United Kingdom or the legal provisions of the country in which the organisation is established (if outside the UK), that the organisation is in breach of obligations related to the payment of tax or social security contributions?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.3(b)	If you have answered yes to question 2.3(a), please provide further details. Please also confirm you have paid, or have entered into a binding arrangement with a view to paying, the outstanding sum including where applicable any accrued interest and/or fines.	
	Response:	

Please Note: The authority reserves the right to use its discretion to exclude a potential supplier where it can demonstrate by any appropriate means that the potential supplier is in breach of its obligations relating to the non-payment of taxes or social security contributions.

Section 4	Grounds for Discretionary exclusion	
Question number	Question	Response
3.1	<p>Regulation 57 (8)</p> <p>The detailed grounds for discretionary exclusion of an organisation are set out on this web page, which should be referred to before completing these questions. Please indicate if, within the past three years, anywhere in the world any of the following situations have applied to you, your organisation or any other person who has powers of representation, decision or control in the organisation.</p>	
3.1(a)	Breach of environmental obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(b)	Breach of social obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(c)	Breach of labour law obligations?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(d)	Bankrupt or is the subject of insolvency or winding-up proceedings, where the organisation's assets are being administered by a liquidator or by the court, where it is in an arrangement with creditors, where its business activities are suspended or it is in any analogous situation arising from a similar procedure under the laws and regulations of any State?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(e)	Guilty of grave professional misconduct?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(f)	Entered into agreements with other economic operators aimed at distorting competition?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(g)	Aware of any conflict of interest within the meaning of regulation 24 due to the participation in the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(h)	Been involved in the preparation of the procurement procedure?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(i)	Shown significant or persistent deficiencies in the performance of a substantive requirement under a prior public contract, a prior contract with a contracting entity, or a prior concession contract, which led to early termination of that prior contract, damages or other comparable	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2

	sanctions?	
3.1(j)	Please answer the following statements	
3.1(j)-(i)	The organisation is guilty of serious misrepresentation in supplying the information required for the verification of the absence of grounds for exclusion or the fulfilment of the selection criteria.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(ii)	The organisation has withheld such information.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iii)	The organisation is not able to submit supporting documents required under regulation 59 of the Public Contracts Regulations 2015.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.1(j)-(iv)	The organisation has influenced the decision-making process of the contracting authority to obtain confidential information that may confer upon the organisation undue advantages in the procurement procedure, or to negligently provide misleading information that may have a material influence on decisions concerning exclusion, selection or award.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please provide details at 3.2
3.2	If you have answered Yes to any of the above, explain what measures have been taken to demonstrate the reliability of the organisation despite the existence of a relevant ground for exclusion? (Self Cleaning)	
Response: 3.1(a)-3.1(j)-(iv)		

PART 3: SELECTION QUESTIONS

Please refer to ITT Document 1 for information on completing the following

Section 5	Economic and Financial Standing	
Question Number	Question	Response
4.1	Are you able to provide a copy of your audited accounts for the last two years, if requested? If no, can you provide one of the following: answer with Y/N in the relevant box.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1(a)	a) A statement of the turnover, Profit and Loss Account/Income Statement, Balance Sheet/Statement of Financial Position and Statement of Cash Flow for the most recent year of trading for this organisation.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1(b)	(b) A statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1(c)	(c) Alternative means of demonstrating financial status if any of the above are not available (e.g. forecast of turnover for the current year and a statement of funding provided by the owners and/or the bank, charity accruals accounts or an alternative means of demonstrating financial status).	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.1(d)	Where we have specified a minimum level of economic and financial standing and/ or a minimum financial threshold within the evaluation criteria for this procurement, please self-certify by answering 'Yes' or 'No' that you meet the requirements set out.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 6	If you are part of a wider group, please provide further details below:	
Name of organisation		
Relationship to the Supplier completing these questions		
5.1	Are you able to provide parent company accounts if requested at a later stage?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.2	If yes, would the parent company be willing to provide a guarantee if necessary?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.3	If no, would you be able to obtain a guarantee elsewhere (Eg Bank)?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Section 7	Technical and Professional Ability
6.1	Relevant Experience and examples
6.1(a)	<p>Please provide details of up to three examples, in any combination from either the public or private sector: voluntary, charity or social enterprise (VCSE) that are relevant to our requirement. VCSE's may include samples of grant-funded work. Supplies or services should have been performed during the past three years. Works contracts may be from the past five years.</p> <p>The named contact provided should be able to provide written evidence to confirm accuracy of the information provided below.</p> <p>Consortia Bids should provide relevant examples of where the consortium has delivered similar requirements. If this is not possible (E.g. consortium is newly formed or a Special Purpose Vehicle is to be created for this contract) then three separate examples should be provided between the principal member(s) of the proposed consortium or Special Purpose Vehicle (three examples are not required from each member).</p> <p>Where the supplier is a Special Purpose Vehicle, or a managing agent not intending to be the main provider of goods or services, the information requested should be provided in respect of the main intended provider(s) or sub-contractor(s) who will deliver the contract.</p> <p>If you cannot provide examples see Question 6.3</p>

6.1(b)	Example 1	Example 2	Example 3
Name of Customer Organisation			
Point of contact in Organisation			
Position in Organisation			
Email address			
Description of Contract			
Contract start Date			
Contract Completion Date			

Estimated Contract Value			
6.2	<p>Where you intend to sub-contract a proportion of the contract, please demonstrate how you have previously maintained healthy supply chains with your sub-contractor(s).</p> <p>Evidence should include but is not limited to details of the supply chain management tracking systems to ensure performance of the contract and including prompt payment or membership of the UK Prompt Payment Code (or equivalent schemes in other countries)</p>		
	Response:		
6.3	<p>If you cannot provide at least one example for questions in 6.1 in no more than 500 words please provide an explanation for this eg. Your organisation is a new start up or you have provided services in the past but not under contract.</p>		
	Response:		

Section 8	Modern Slavery Act 2015; Requirements under Modern Slavery Act 2015	
7.1	Are you a relevant commercial organisation as defined in Section 54 (“Transparency in supply chains etc.”) of the Modern Slavery Act 2015 (“the Act”)?	Yes <input type="checkbox"/> No <input type="checkbox"/>
7.2	If you have answered yes to Question 7.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?	<p>Yes <input type="checkbox"/> please provide relevant url to view the statement below</p> <p>No <input type="checkbox"/> please provide an explanation below</p>

Section 9	Additional Questions	
Question number	Question	Response
Suppliers who self-certify that they meet the requirements to these additional questions will be required to provide evidence of this if they are successful at contract award stage.		
8.1	Insurance	
	<p>Please self-certify whether you already have, or can commit to obtain, prior to the commencement of the contract, the levels of insurance cover indicated below:</p> <p>*Employer's (Compulsory) Liability insurance = £5,000,000</p> <p>Public Liability Insurance = £1,000,000</p> <p>Professional Liability Insurance = £1,000,000</p> <p>Product Liability Insurance = £1,000,000</p> <p>*It is a legal requirement that all companies hold Employers (compulsory) Liability Insurance of £5million as a minimum. Please note this requirement is not applicable to sole traders.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
Section 10	Data Security and Protection	
Suppliers must confirm their compliance with the below Data Security and Protection criteria. It is a mandatory trust requirement that suppliers are compliant with all sections.		
Failure To Comply Will Automatically Eliminate You From Participating Further In This Process.		
8.2(a)	The parties confirm their respective compliance obligations arising under the UK General Data Protection Regulation (GDPR), Data Protection Act 2018, Human Rights Act 1998, Freedom of Information Act 2000, and under the Common Law Duty of Confidentiality.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2(b)	The supplier to confirm they are willing to complete and publish the most current Data Security and Protection Assessment using the NHS Digital Data Security and Protection Toolkit and must achieve Standards met or exceeded against the specific requirements allocated for 3 rd sector providers. NOTE: this will be an annual requirement	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>If already registered please provide</p> <p>DSPT organisation reference, the last version completed and what standard achieved:</p>
8.2(c)	The supplier agrees to and acknowledges they must report and publish any data breach's in compliance with UK GDPR legislated	Yes <input type="checkbox"/> No <input type="checkbox"/>

	timeframes under their responsibilities as Data Controllers or Processors and in compliance with Trust policies and processes mandated by NHS national bodies.	
8.2(d)	The supplier confirms they maintain operational policies and procedures relating to confidentiality, data protection, IT Security and information disclosures that comply with the relevant legislation. These must describe the contractual personal responsibilities of all employees processing personal data within their job roles with evidence of all processing activities and where necessary evidence how they apply those policies conscientiously.	Yes <input type="checkbox"/> No <input type="checkbox"/> Names of polices / procedures:
8.2(e)	The supplier confirms that where relevant, a system and policy is in place in relation to the retention and secure disposal of all personal information in compliance with the UK GDPR and DPA 2018 and issue destruction certification where appropriate.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2(f)	All suppliers agree to adhere to the overarching contract, Data Protection Agreement (where necessary) all relevant Trust policies, protocols and procedures in relation to data security and protection whilst conducting duties on behalf of the Trust.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2(g)	Please confirm that the supplier have in place by contract award, the human and technical resources to perform the contract to ensure compliance with the UK General Data Protection Regulation, Data Protection Act 2018 and to ensure the protection of the rights and freedoms of data subjects.	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2(h)	Please confirm the supplier have the appropriate security measures in place for processing personal data using appropriate technical and organisational measures (integrity and confidentiality).	Yes <input type="checkbox"/> No <input type="checkbox"/>
8.2(i)	Does the supplier hold any additional regulatory standards for which they are certified or accredited e.g. Cyber essentials plus (+) ISO 27001 ISMS Other	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes please List what these are:
8.5(k)	If successful in this stage the supplier agrees to complete a full Data Protection Impact Assessment (DPIA) where processing personal and special category data on behalf of the Trust is a requirement of the award and submit for review.	Yes <input type="checkbox"/> No <input type="checkbox"/>

PART 4: DUE DILIGENCE

Section 10	Health and Safety
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The following applies to organisations that are Tendering for work to be undertaken in the UK.

The Tendering organisation must:

- Ensure that its entire workforce and subcontractors will comply with all relevant health and safety legislation as well as any requirements or instructions from the Trust.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.
- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is Tendering.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is Tendering that will identify, manage and mitigate associated risks and hazards.
- *(If it is an organisation with five or more employees)* have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc. Act 1974 and issue any codes of safe working practices to your workforce. This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

The Trust may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

For further information on employers' health and safety obligations, please visit the Health and Safety Executive website at

<http://www.hse.gov.uk/simple-health-safety/index.htm>.

Specific guidance on how to write a policy and risk assessment is available at <http://www.hse.gov.uk/simple-health-safety/write.htm>.

Confirm that you understand and agree to your undertakings as described above.

<p style="text-align: center;"><i>Please confirm as appropriate</i></p> <p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Section 11		Equality and Diversity
Question Number	Question	Response
9.1	Does the Tendering organisation comply with its legal obligations under the Equality Act 2010, relating to the following?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(a)	Age	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(b)	Disability	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(c)	Gender reassignment	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(d)	Marriage and Civil Partnerships	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(e)	Pregnancy and Maternity	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(f)	Race	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(g)	Religion or Belief	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(h)	Sex	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.1(i)	Sexual Orientation	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2(a)	In the last three years has any finding of unlawful discrimination been made against the Tendering organisation by any court or industrial or employment tribunal?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2(b)	In the last three years has any finding of unlawful discrimination been made against the Tendering organisation as a result of a formal investigation by the Equality and Human Rights Commission (EHRC) or any relevant statutory European Body?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2(c)	If the answer to either 10.2(a) or 102(b) was Yes, provide the following information: If the Tendering organisation was required to take action, did the action taken satisfy the relevant organisation?	Yes <input type="checkbox"/> No <input type="checkbox"/>
9.2(d)	Outline what action the Tendering organisation was required to take. If the Tendering organisation did not take the required action, explain why not.	
	Response:	

PART 5: SPECIFICATION

County Durham & Darlington NHS Foundation Trust and Tees Esk & Wear Valleys NHS Foundation Trust require a supplier to provide minor Telecommunications and Data Cabling works.

The usage of the cabling services cannot be accurately predicted in advance as this will depend on future requirements.

The requirement covers minor cabling and fibre installation including maintenance work, new buildings and major refurbishment projects.

This opportunity will result in one bidder only being accepted onto the framework.

Service Provision

The successful supplier will be required to:

- Respond and resolve calls covered by this contract within agreed Service Level Agreements (SLA's).
- Provide real time updates and resolution details to the Trust's Information Service Desk.
- Maintain an electronic inventory of all remedial maintenance requirements undertaken, detailing date attended, fault and remedy.
- Provide management information on all call outs.
- Allow for unlimited calls to the service.

Service Level Agreement

The objectives of the Service Levels and Service credits are to:

- Ensure the service is of a consistently high quality and meet the requirements of the Trust.
- Provide a mechanism whereby the Trust can attain meaningful recognition of inconvenience and/or loss resulting from the supplier's failure to deliver the level of Service for which it is contracted.
- Incentivise the supplier to meet the Service Levels and to remedy any failure to meet the Service levels.

Hours of Service

The supplier must provide the service between the hours of 8:00am – 6:00pm Monday to Friday excluding Bank Holidays. There may be occasions when the Trust may require the service outside of the contracted hours of cover e.g. Saturday and Sunday.

Escalation Process

The supplier must have a clear documented escalation process in place. The process must clearly state the escalation route for calls and the timeframes in which calls would be escalated to the next stages of the process and who would be responsible for dealing with the call at each stage.

Call Logging

Calls to the supplier will be made by authorised Trust staff only and a list of names will be provided. All calls for service provision from Trust staff will be raised on the Trusts Service Desk where Desk Analysts will triage and contact the supplier where appropriate. Trust staff will not contact the supplier directly.

The supplier must provide the ability to log calls via telephone, email and web portal. Each call logged must be assigned a unique reference number that can be used to track the job and also for reporting purposes.

The supplier must be able to provide the Trust with an audible record for all calls. The supplier must provide updates to the Trust Service Desk on the status of calls on a regular basis i.e. when requested or where the agreed response times are not adhered to.

End users have visibility of calls they log with the Trusts Information Service Desk therefore, any updates provided in relation to the call must be done with the end user in mind, and avoid technical language and abbreviations at all times.

The Trust would consider a direct link to its own system for updates, the Software in use is Open Text's Assure. If this is something the supplier would consider, further details would be provided upon award of contract.

Service Review Meetings

Monthly service performance review meetings will take place. A review of the previous month's performance will be discussed as well as service developments. Service review meetings will be led by the Trusts allocated representative who will run the meeting from a location of the Trusts choosing, regardless of whether this is on Trust premises, a neutral venue, supplier's premises or remotely e.g. via Teams.

The review meetings must be attended by the supplier's Account Manager. Reports to be discussed at the service review meetings must be supplied to the Trust at least 5 working days prior to the meeting taking place.

Response Times

In order to meet the requirements of the contract the supplier must provide the operational services to meet or exceed the service levels set out below.

The expected response times are within normal business hours.

All equipment and scrap materials must be disposed of ethically and legally.

In order to ensure the contract is delivered in an effective and efficient manner the following times must be adhered to:

Service	Response	Engineer on site / Delivery	
Urgent service outage maintenance call	Within 60 minutes	ASAP – within 4 hours	99%
Maintenance call	Within 60 minutes from receiving call	Within 8 working hours from the time the call is logged	99%
Purchase Order	Process order within 8 working hours of receipt		99%
Equipment Delivery	Provider to contact customer within 2 days of receipt of goods	Deliver fully configured equipment to the customer within 7 working days of receipt of goods or once the customer has been contacted.	98%
Secure Equipment Disposal	Contact customer within 2 days of receiving call.	Collect equipment for disposal from site within 7 working days of receiving the call.	98%

If there is a service failure or if the supplier believes that there will be a service failure, the supplier must notify the Trust promptly of the failure or likely service failure.

Service Credits

Failure to meet the maintenance call service levels will incur the following service credits.

KPI	Target	Actual	Service Credit
Maintenance Response	100%	98% - 100%	0%
	100%	96% – 97.9%	1%
	100%	95% – 95.99%	4%

Applying Service Credits

The service will be monitored monthly and service credits applied and deducted from the contract charge which is paid quarterly. The contractor’s maximum liability for service credits in any quarter is capped at 8% of the contract charges for the quarter in which the liability arises.

Variance from Agreed Service Levels

Monthly performance review will capture any variance from the service levels should they occur and mitigating factors will be actioned by the supplier’s Account Manager. Performance levels will be reported to the Trust’s Desktop Domain Strategy Group for monitoring, by the Trust Service Manager.

Termination for Material Breach of Service Levels

The Trust reserves the right to terminate the agreement should the availability of the Service Levels remain persistently below 96% in any four or six consecutive calendar months.

Manufacture Warranties

Where manufacture warranties exist the supplier must manage these on behalf of the Trust.

Management Information

The following management information must be provided on a monthly basis and these will form the basis of the service review meetings:

- Calls by SLA
- Disposal Report
- Detailed Call Report
- Equipment Purchased Report
- Loan Equipment Report
- Order SLA Report

During the course of the contract the Trust may wish to request or develop other reports, these will be discussed with the supplier's Account Manager.

Reports must be provided in an electronic format to the Trust's nominated representative by the 3rd day of each month.

Standards

The supplier must meet and be able to demonstrate they adhere to the following standards:

- ISO9001 Certification
- ISO27001 Certification
- BS6701:2010
- BS EN 50174
- Asbestos Awareness Training Course
- Fire Stopping Certificate

Hours of Work and Access

The normal working hours of the Trust are 8:00am – 6:00pm Monday to Friday. The supplier will be expected to work these hours to ensure all works are completed in a timely manner. Travelling time to and from site should be outside of these hours.

Whilst access to administrative areas is normally available at all times, the availability of some wards/departments or specialised areas are dependent on the workload and as such cannot be guaranteed. The supplier will be expected to adopt a flexible approach to working in these areas and not to submit claims for additional payments relating to distributed work.

In those instances where out of hour working is specified by the Trust, the standard prices for the work required will be subject to an identified and agreed % uplift (see Appendix 1)

Major Issues

The Trust is a 24/7 critical healthcare provider and as such the supplier must demonstrate how they would respond to an emergency repair which resulted in significant loss of service and patient risk, during weekends and evenings including bank holidays.

Health Care Environment

The supplier must have experience of providing structured data cabling installations to NHS Trusts including within a Mental Health Environment and areas of high clinical sensitivity.

Brand of Cable

The Trust will only accept an Industry recognised brand of data cable and associated components relevant to the installation. The cable type must be within the current public building standards. The Supplier must adhere to any changes / updates to current legislation.

The Trust has selected the following brands and the supplier must use these brands to price their submission and supply / install if successful.

- Excel
- Connectix
- Hellermann Tyton
- Krone
- Nexans
- Cat5
- Cat6

Account Manager

The supplier must nominate an account manager for the duration of this contract.

Section Two - Voice Cabling

Introduction

The responsibility for the telephone service and the associated operator service currently lies with the ICT Department. It is intended that this arrangement will continue and the department will be responsible for procuring all voice cabling required under this contract.

Service Requirements

It is envisaged the following services will be required:

- New voice outlets cabled back to the appropriate Distribution Point (DP) with jumpers as necessary.
- Relocation of existing voice outlets within immediate vicinity of the current position.
- New cables and connector blocks to increase DP capacities.
- Installation of Voice Cabinets.
- Resolution of cable faults.

Installation Standards

All installation works and ICT cabling must adhere to all relevant British Standards including BS 6701 which recommends Cca s1b, d2 a2 as a minimum requirement of telecommunication data cables permanently installed within the fabric of a building.

Existing Facilities

Wherever possible and in consultation with the Trust, existing cabling facilities must be used, e.g. back-boxes, trunking, basket and tray etc.

Warranty

All installation works must be covered by a 20 year parts and labour warranty.

Maintenance Service

A maintenance service is required to resolve cable faults and installation issues identified by the Trust.

The objective of the service is to fully restore faulty extensions back into the service as soon as possible. For cable faults between DP and the outlook, the outlet shall be re-cabled back to the DP to minimise the risk of a repeat occurrence. For faults between the TJF and DP, the extension circuit shall be re-jumped to an alternative multi-core pair as appropriate.

Supplier Responsibilities

The supplier will be responsible for the following services:

- Provision of all labour, materials and tools to complete the works required.
- Testing extensions are working correctly on completion by interacting with the Trusts operations.
- Updating all extensions and cabling records as appropriate.
- Liaison with Trusts Estates / FM providers as appropriate.
- Conform to all Health & Safety and Technical Regulations identified by the Trust and its PRI partners.
- Compliance with the installation Guidelines given in Appendix 2.
- Compliance with the Standard Rules and Conditions for Contractors Revision C given in appendix IV.
- All supplier representatives must adhere to the Trust site clothing policy and ensure the correct Personal Protective Equipment (PPE) is worn at all times when applicable.

Voice Outlets

- All voice outlets shall comprise white faceplates and appropriate back-boxes.
- The configuration of the faceplate in terms of the number and type of connectors must be agreed with the Trust.

Cable Routes

- All cable routes must be agreed with the Trust prior to the commencement of the installation works. In certain areas the Trust may request a longer than necessary route is used to maintain cabling space for future requirements.
- All installation must comply with the dilapidation requirements detailed within the specification.

Cable

- All cables must be of an appropriate design for the intended environment and usage.
- All cables must be clipped and supported as per the relevant TIA standard.
- All cables must be terminated using Insulated Displacement Contact (IDC) techniques.
- For cables between outlets and DPs, 3 pair cables must be provided.
- For cables between the TJF and DPs, the size of the cable will be agreed in consultation with the Trust.
- On completion of the installation, all installed cabling must have a minimum of 50% spare capacity after the initial requirements have been provided.

- Whilst all cables must be continuous wherever possible, all cable joints must comprise internally mounted IDC connection boxes.

Trunking

- All cables in offices and open areas must be protected by PVC trunking to be supplied and installed by the supplier where they cannot be installed within the walls.
- For other areas where cable tray or trunking is deemed to be inappropriate, advice must be sought from the Trust.
- On completion of the installation, all installed trunking must have a minimum of 50% spare capacity in terms of cross sectional areas.

Tray / Basket

- In concealed areas with no existing cable facilities, all cables must be securely attached to cable tray or basket, to be supplied and installed by others.
- The tray must be installed in compliance with the manufacturer's recommendations and must be utilise the appropriate components at corners and intersections.
- On completion of the installation, all installed trays must have a minimum of 50% spare capacity in terms of cross sectional area.

Distribution Points

- The location and size of all distribution points must be agreed with the Trust prior to the commencement of the installation works.
- The type of IDC connector to be used at each DP must be consistent with the current approach.

Testing

All installed cabling must be tested using an appropriate testing device and a s minimum, the testing must confirm the following:

- Continuity
- Correct Termination

Copies of the Test results must be provided to the Trust.

Labelling

All outlets, cables and DPs must be labelled in a clear manner using the following materials and the labelling methodology must be consistent with the Trust's standard.

- | | |
|--|--|
| <ul style="list-style-type: none">• <u>Item</u>• Outlet Back-Box (Internal)• Outlet Faceplate• Multi-Core Cable• TJF and DP Connection Strips• DP Cover | <ul style="list-style-type: none">• <u>Material</u>• Self-adhesive label• Self-adhesive label• Plastic tab secured by appropriate ties• Proprietary designation strips• Traffolite label secured by rivets/screws |
|--|--|

Documentation

All documentation relating to the cabling must be updated on completion of the works.

Making Good

The supplier will be responsible for making good all walls, floors and ceilings etc. that are damaged or distributed during installation activities with the exception of final decoration, this must encompass any dilapidation works and fire stopping must comply with the requirements identified within the Site Specific Requirements.

Section Three – Data Cabling

Introduction

The Trust currently utilise Ethernet networking technology within the Trust properties. The responsibility for the data network is with the ICT Department.

Service Requirements

With reference to data communications, the following services are required:

- Provision of new data outlets cabled back to the appropriate Wiring Centre.
- Supply, Installation, terminating and testing of optical fibre cabling.
- Splicing and re-terminating of optical fibres.
- Installation of Data Cabinets.
- Resolution of Cable Faults.
- Resolution of Fibre Faults.

Installation Standards

All installation works and ICT cabling must adhere to all relevant British Standards including BS 6701 which recommends Cca s1b, d2 a2 as a minimum requirement of telecommunication data cables permanently installed within the fabric of a building.

Warranty

All installation works must be covered by a 20 year parts and labour warranty.

Maintenance Service

A reactive maintenance service is required to resolve cable faults and installation issues identified by the Trust.

The objective of the service is to restore faulty cabling or outlets back into service as soon as possible. For cable faults between the Wiring Centre and the outlet, the outlet shall be re-cabled back to the Wiring Centre.

Supplier Responsibilities

When providing the services covered by this contract, the supplier is responsible for the following:

- Provision of all labour, materials and tools to complete the work required.
- Materials to be 3rd party tested Category 5e/6 system which is fully component compliant.
- Updating all cabling records as appropriate.
- Compliance with the Installation Guidelines given in Appendix III.
- Compliance with the Standard Rules and Conditions for Contractors Revision C given in Appendix IV.
- All supplier representatives must adhere to the Trust site clothing policy and ensure the correct Personal Protective Equipment (PPE) is worn at all times when applicable.

Installation Guidelines for Data and Fibre Cabling

Standards

All work must be undertaken in full compliance with the below installation guidelines and the following Standards or equivalent Trust recognised standards:

- British Standard BS 6701:2016+A1:2017
- Commercial Building Telecommunication Wiring Standards ANSI/TIA 568-C.1. General Requirements, May 2001.
- Commercial Building Telecommunication Wiring Standards ANSI/TIA 568-C.2. Balanced Twisted Pair Cabling Components, May 2001.
- Commercial Building Telecommunication Wiring Standards ANSI/TIA 568-C.3. Optical Fibre Cabling Components, May 2001.
- EIA/TIA-569 Commercial Building Standards for Telecommunications Pathways and Spaces
- EIA/TIA-67 Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems.
- EIA/TIA-72 Centralised Optical Fibre Cabling Guidelines.
- EIA/TIA-75 Cabling practices for Open Offices.
- International Standards Organisation/International Electro Technical Commission (ISO/IEC) IS 11801.
- Underwriters Laboratories (UL®) Cable Certification and Follow up Program.
- CENELEC EN50173
American Society for Testing Materials (ASTM).
- Local Electrical Regulations
- Institute of Electrical and Electronic Engineers (IEEE) TIA/EIA-606-A

Existing Facilities

Wherever possible, and in consultation with the Trust, existing cabling facilities e.g. back=boxes, trunking, basket and Tray etc. must be used.

Performance Specification

All components, i.e. cables, outlets patch panels and patch cords must comply with the relevant Category 5e/6 performance specification as defined by BS EN 50173 or the Commercial Building Telecommunications Wiring Standard ANSI/EIA/TIA-568B Series standard, where this standard exceeds BS EN 50173.

In certain buildings the Category 5e/6 components required need to be identical to those existing, in other areas. The Trust has no preference on manufacturer as long as Category 5e/6 compliance can be guaranteed by the supplier.

Data Outlets

- All data outlets must comprise white faceplates and appropriate mounted back-boxes.
- The configuration of the faceplate in terms of the number and type of connectors must be agreed with the Trust.

Cable Routes

- All cable routes must be agreed with the Trust prior to the commencement of the installation works. In certain cases the Trust may request a longer than necessary route is used to maintain cabling space for future requirements.
- All installation must comply with the dilapidation requirements detailed within appendix IV.

Cables

- All cables must be of an appropriate design for the intended environment and usage.
- All cables must be terminated using IDC techniques.
- For cables between Wiring Centres, the size of the cable will be agreed in consultation with the Trust.

Trunking

- All cables in offices and open areas must be protected by PVC trunking to be supplied and installed by the supplier where they cannot be installed within the walls.
- For other areas where cable tray or trunking is deemed to be inappropriate, advice must be sought from the Trust.
- On completion of the installation, all installed trunking must have a minimum of 50% spare capacity in terms of cross sectional area.

Tray

- In concealed areas with no existing cabling facilities, all cables must be securely attached to cable tray to be supplied and installed by the supplier.
- The tray must be installed in compliance with the manufacturer's recommendations and must utilise the appropriate components at corners and inter-sections.
- On completion of the installation, all installed trays must have a minimum of 50% spare capacity in terms of cross sectional area.

Fire Stopping Photos

- It is a requirement on Trust sites for both CDDFT and TEWV the provision of pre and post fire stopping photos for cabling installations. These photos should be sent electronically to the IT representative and should be cross referenced on a cable route drawing which will be provided in advance of the works. The Trust can then arrange to make good any penetrations made.

Wiring Centres

- For new Wiring Centres, the location and equipment required must be agreed with the Trust prior to the communication of the installation works.
- All communication cabinets must be earthed to a local supply in accordance with current IEE (BS7671) regulations.

Testing

All installed cabling must be tested using an appropriate testing device.

All completed installations must be fully tested in accordance with ISO/IEC 11801:2002, which details the specifications requirements for Category 5e/6 performance.

All fibre optic cable will be tested for length and link loss using either an OTDR or light source and power metre at 850nm and 1300nm (for multimode fibres) and 1310nm and 1510nm (for single mode fibres). This test is to be carried out in both directions. This will ensure that the loss budget of the link is within specifications.

The cabling system must be 100% tested and visually examined and the results recorded. The test instrument used must as a minimum comply with the accuracy requirements of ANSI/TIA/EIA 568-B Level III. All test results must be recorded and presented within the O&M manual.

Any cables or components that fail the test / examination process must be replaced at no additional expense.

As a minimum, the testing must confirm that the link is in full compliance with the Category 5e/6 specification, i.e. it must include the following tests:

Data cabling testing for all Cat 5e UTP installations must be carried out using level 2 testers providing the following results:

- Wire Map
- NEXT
- Attenuation
- Length
- ACR
- ELFENEXT
- PSELFENEXT
- PSACR
- FEXT
- PSFEXT
- Return Loss
- Impedance

Copies of the results must be given to the Trust.

Labelling

All outlets, cables and patch panels must be labelled in a clear manner using the following materials:

- | | |
|------------------------------|---|
| • <u>Item</u> | • <u>Material</u> |
| • Outlet Back-Box (Internal) | • Self-adhesive label |
| • Outlet Faceplate | • Self-adhesive label |
| • Cable Bundles | • Plastic tab secured by appropriate ties |
| • Patch Panels | • Proprietary designation strips |

The labelling methodology must be consistent with the Trust standard.

Documentation

All documentation relating to cabling must be supplied to the Trust on completion of the works including schematic diagrams.

Making Good

The supplier will be responsible for making good all walls, floors and ceilings etc. that are damaged or disturbed during installation activities with the exception of final decoration. This will include any dilapidated works and fire stopping must comply with the requirements identified within Site Specification Requirements.

Site Specific Requirements

All contractors must comply with the requirements of the Estate / Facilities department relevant to the site they are working on, these departments are made up of both Trust and PFI partners.

All obvious areas and routes must be examined prior to commencement of work and any areas of damage or non-compliance must be identified to the Trust otherwise the contractor may be held totally responsible for making good.

Work permit system is in operation in all major sites, this requires the contractor to have had appropriate induction training and follow the site rules for contractors. NO work shall commence until the asbestos register has been interrogated and the Trust and contractor are satisfied that work can commence. If asbestos is discovered during installation work must stop and advice sought.

Requirements for Work Permits

- CDM Regulations
- Construction Skills Certification Scheme (CSCS Card)
- Health & Safety Awareness
- Site specific Method Statement and Risk Assessment
- Any exceptional or non-standard work requires a detailed Method Statement and Risk Assessment.

Issued Work Permit - Time Limitations

Access to cabinet locations is unrestricted but access to final network point locations. I.e. wards, laboratory, Accident & Emergency and office areas are usually restricted access locations. Work in these areas may require working through lunch hour or a visit at a pre-arranged time.

A typical install through ceiling voids and riser locations requires the cable to be routed through approximately 3 to 4 fire breaks, upon completion each fire break must be reinstated in line with the detail provided within the specification.

Complex and fragile services are located within certain areas, extra special care and attention is required when working above the ceiling voids or in near proximity to these services. If the contractor is unsure seek they must seek advice.

If no permit to work system is in place, advice must be sought form the Trust.

Section Four – Other Services

Introduction

In addition to the provision of services defined in sections 2 and 3, the Trust may also have a requirement for the additional services defined below.

Cable Removal

- Removal of redundant cabling.
- Removal of redundant tray and trunking.
- All removed material needs to be disposed of legally and ethically.

Power

- To be provided by others.

Ducting

This will be a separately charged item

- Supply and installation of telecommunications, data and fibre ducting, including permanent reinstatement.
- Supply and construction of cable chambers.

Surveying Cabling and Infrastructure Works - This will be a separately charged item.

Installation and Removal of Data Cabinets - This will be a separately charged item.

Section 12	Essential Criteria Please note the Trust reserves the right to disqualify any participant that does not comply with the requirements of this Tender	
Question Number	Compliance with Specification	Response
10.1	<p>Please confirm you can meet in full the service specification as laid down in Part 5_Specification.</p> <p>Any variations or areas of non-compliance to the specification must be highlighted and details provided as below.</p> <p>Clearly identify any variations or elements of the specification which cannot be met in part or in full (stating reasons for non-compliance).</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Response:	
Question Number	Compliance with ICT Specification	Response
10.2	<p>Please confirm you understand and can adhere to the Minimum ICT specification Document 4. Any variations or areas of non-compliance to the specification must be highlighted and details provided as below.</p> <p>Clearly identify any variations or elements of the specification which cannot be met in part or in full (stating reasons for non-compliance).</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Response:	
Question Number	Resource	Response
10.3	<p>Note to organisation</p> <p>This question is to be scored on a pass or fail basis.</p> <p>Failure to answer Yes will result in exclusion.</p>	
	Please confirm that any sub-contractor you have identified or intend to identify will comply with the standards set out in this Tender.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Question Number	Compliance with Terms and Conditions	Response
10.4	<p>Please confirm your full compliance with and acceptance of the Doc2_Framework Terms and Conditions.</p> <p>Any variations or areas of non-compliance to the Terms and Conditions must be highlighted and details provided as below.</p> <p>*Clearly identify any clause which cannot be met in part or in full (stating reasons for non-compliance).</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Response:	

Section 13	Technical Questions
<p>Tenderers must provide a response to each of the questions set out below as detailed in the ITT. The response to each question will be scored in accordance with the methodology set out in the Instructions to Tenderers.</p>	

Criteria: Standards	Weighting 20%	Score Available
<p>Q1</p>	<p>Please demonstrate how your company adheres and works in accordance with the below standards. Please attach all relevant certificates / evidence.</p> <ul style="list-style-type: none"> • ISO9001 Certification • ISO27001 Certification • BS6701:2010 • BS EN 50174 • Asbestos Awareness Training Course • Fire Stopping Certificate 	10
	Response:	
Total Score Available for this Section		10

Criteria: Service Levels Agreement		Weighting: 20%	Score Available
Q2	Please detail how your company aim to meet the service Level Agreements as detailed in the specification. (5%)		
	Response:		10
Q3	Please detail the monitoring systems your company has in place to provide the management information as detailed in the specification. (5%)		
	Response:		10
Q4	Please confirm your company has a clear escalation process in place. Please detail the escalation route for calls and the timeframes in which calls would be escalated to the next stages of the process and who would be responsible for dealing with the call at each stage. (5%)		
	Response:		10
Q5	Please provide details on how your company will monitor, track and update calls relating to this service and ensure the Trust / user is kept up to date of progress. (5%)		
	Response:		10
Total Score Available for this Section			40

Criteria: Service Timescales		Weighting: 20%	Score Available
Q6	Please demonstrate how your company will respond to emergency repairs which may result in significant loss of service and patient risk. This may include out of hours, during weekends, evenings and bank holidays. (10%)		
	Response:		10
Q7	Please confirm your company is able to deliver the service between the hours of 8:00am – 6:00pm Monday to Friday excluding Bank Holidays. On occasion the Trust may require the service outside of the contracted hours of cover e.g. Saturday and Sunday. Please confirm your company can adhere to these timescales and if not please detail any other process in place in place to meet the Trust requirement. (10%)		
	Response:		10
Total Score Available for this Section			20
Criteria: Working Relationships / Experience		Weighting: Information Purposes	Score Available
Q8	Please detail how current and previous experience in the NHS and Acute & Mental Health environments, will demonstrate your company's ability to provide both Trusts with the service levels required.		



	Response:	Information Purposes
Total Score Available for this Section		Information Purposes

Section 14	Price
<p>Tenderers should refer to ITT Document 1 - Instructions to Tenderers and Evaluation Methodology to understand how you should complete this section.</p>	
<p>All prices to exclude VAT. The Trust will not consider rebates. The Trust will not make any additional payments above those provided for in the Tender response.</p>	

Please complete, in full, the Pricing Schedules outlined in this document

Section 15	Payment Schedule	
<p>Tenderer(s) should consider what benefits would be achieved by offering a revised payment schedule</p>		
Payment Term	Discount Applicable	
21 Days	%	
14 Days	%	
7 Days	%	
Payment with Order	%	

Section 16

Certificates and Declarations

FORM OF TENDER

Synchronicity Care Ltd on behalf of County Durham and Darlington NHS Foundation Trust and Tees Esk and Wear Valleys NHS Foundation Trust

Invitation to Tender for ICT Cabling and Infrastructure Works (The “Contract”).

To Synchronicity Care Ltd on behalf of County Durham and Darlington NHS Foundation Trust.

I/We hereby offer and agree to execute the whole of the Services required in carrying out the above project in accordance with the following:

- The Contract Terms and Conditions as set out in Doc2_Terms and Conditions
- Our Agreement to Form of Tender, Certificate of Non Collusion and Non Canvassing
- Completed Pricing Schedule Appendix 1 and response to Sections 1 to 15 of Doc3_UnderThreshold_ITT
- Relevant Clarifications

I/We acknowledge that the parties will not enter into a Contract unless and until they execute and complete a Contract incorporating the above mentioned documents

I/We certify that this is a bona fide Tender and that I/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.

I/We also certify that we have not done and I/we undertake that I/we will not do at any time before the hour and date specified for the return of this Tender any of the following acts: -

- (a) Communicate to a person other than the person calling for this Tender the amount or approximate amount of the proposed Tender, except where the disclosure, in confidence, of the approximate amount of the Tender was necessary to obtain insurance premium quotations required for the preparation of the Tender;

- (b) Enter into any agreement or arrangement with any other person to the effect that such person shall refrain from tendering or as to the amount of any tender to be submitted;
- (c) Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other Tender or proposed Tender for the said work any act or thing of the sort described above.

In this Certificate, the word "person" includes any persons and any body or association, corporate or unincorporated; and "any agreement or arrangement" includes any such transaction, formal or informal and whether legally binding or not.

Signed:	■
In the capacity of:	■
Duly authorised to sign Tenders and give such Certificate for and on behalf of (IN BLOCK CAPITALS):	■
Address:	■
Email address:	■
Date:	■

Great care should be taken in the preparation of this tender because after it has been submitted, the Trust shall not entertain any request for its alteration on the grounds that an error has been made. No pledge is given to accept the lowest or any tender.

CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

Synchronicity Care Ltd on behalf of County Durham and Darlington NHS Foundation Trust and Tees Esk and Wear Valleys NHS Foundation Trust

Invitation to Tender for ICT Cabling and Infrastructure Works (The “Contract”)

To Synchronicity Care Ltd on behalf of County Durham and Darlington NHS Foundation Trust and Tees Esk and Wear Valleys NHS Foundation Trust.

Statement of non-canvassing

I/we hereby certify that I/we have not and will not offer any inducement, fee or reward to any member or officer of the Trust or any person acting as an adviser for the Trust in connection with the proposed award of the Contract and further that I/we have not done or will do anything in relation to the proposed Contract which would constitute a relevant breach of the Bribery Act 2010.

I/we hereby certify that I/we have not canvassed any member, officer, employee, representative or adviser of the Trust in connection with the proposed award of the Contract by the Trust, 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 member, officer, employee, representative or adviser of the Trust 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.

Statement of non-collusion

The essence of selective tendering for the Contract is that the Trust shall receive bona fide competitive Tenders from all Tenderers.

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 the amount of the 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:

- (i) communicate to a person other than the Trust, the amount or approximate amount of my/our proposed Tender (except where such disclosure is made in confidence in order to obtain quotations necessary for the preparation of the Tender); or
- (ii) fix or adjust the amount of this Tender by or in accordance with any agreement or arrangement with any other Tenderer or member of that Tenderer's consortium (other than a member of its own consortium);
- (iii) enter into any agreement or arrangement with any other person to the effect that they shall refrain from tendering or as to the amount of any offer submitted by them; or
- (iv) cause or induce any person to enter such agreement as is mentioned in either of the two preceding paragraphs or to inform the Tenderer or member of that Tenderer's consortium of the amount or approximate amount of any rival Tender.
- (v) 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 causing or having caused to be done any act or omission in relation to any other Tender.
- (vi) offers any inducement, fee or reward to any member or officer of the Trust or any person acting as an adviser for the Trust in connection with this Tender.
- (vii) does anything which would constitute a relevant breach of the Bribery Act 2010.

I/we agree that the Trust may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Signed:	<input type="checkbox"/>
In the capacity of:	<input type="checkbox"/>
Duly authorised to sign Tenders and give such Certificate for an on behalf of (IN BLOCK CAPITALS):	<input type="checkbox"/>
Address:	<input type="checkbox"/>
Email address:	<input type="checkbox"/>
Date:	<input type="checkbox"/>

APPENDICES

Appendix 1	Pro-forma to Section A (additional Tenderers)
<p>Refer to section 2.1 of the Instructions to Tenderers and Evaluation Methodology - Document 1 for this procurement to understand the Trust's definitions of 'consortia', 'partnerships', 'joint ventures' and 'special purpose vehicles'</p>	
<p>If you are Tendering as one of these types of organisation, you must complete <u>a separate copy of this pro-forma for each member organisation that makes up your tender</u>. The information provided will be used in accordance with the guidance and methodology explained in the Instructions to Tenderers and Evaluation Methodology document.</p>	
Name of lead Tendering Organisation (as named in Section A):	
Name of additional consortium or special purpose vehicle member:	
Registered address:	
Company registration number:	
Contact name:	
Contact telephone number:	
Email address:	

Appendix 2	Pro-forma to Section A (additional Tenderers)
<p>Refer to section 2.2 of the Instructions to Tenderers and Evaluation Methodology Document for this procurement to understand whether you will need to provide a guarantor.</p>	
<p>If you intend to provide a guarantor or guarantors, you must complete <u>a separate copy of this pro-forma for each</u>. The information provided will be used in accordance with the guidance and methodology explained in the Instructions to Tenderers and Evaluation Methodology Document.</p>	
Name of lead Tendering Organisation (as named in Section A):	
Name of guarantor organisation:	
Registered address:	
Company registration number:	
Contact name:	
Contact telephone number:	
Email address:	