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Contract

COVID-19 Test Digital Platform

Health and Social Care Information Centre, known as NHS Digital

F03: Contract award notice

Notice identifier: 2021/S 000-003230

Procurement identifier (OCID): ocds-h6vhtk-029405

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Section I: Contracting authority

I.1) Name and addresses

Health and Social Care Information Centre, known as NHS Digital

1 Trevelyan Square, Boar Lane

Leeds

LS1 6AE

Contact

Rob Elliott

Email

NHSDcommercial@nhs.net

Telephone

+44 3003035678

Country

United Kingdom

NUTS code

UKE42 - Leeds

Internet address(es)

Main address

<https://digital.nhs.uk/>

I.4) Type of the contracting authority

Ministry or any other national or federal authority

I.5) Main activity

General public services

Section II: Object

II.1) Scope of the procurement

II.1.1) Title

COVID-19 Test Digital Platform

Reference number

CON 4474

II.1.2) Main CPV code

- 72000000 - IT services: consulting, software development, Internet and support

II.1.3) Type of contract

Services

II.1.4) Short description

Contract with Deloitte LLP for the provision of digital solution design, build and live service of a digital platform, ordering portals and mobile applications to support the Covid-19

National Test Service. The services provided under this contract support the digital and data journey for COVID-19 testing, currently amounting to millions of tests each week, and have introduced new capabilities as the testing programme has evolved to support the pandemic response.

II.1.6) Information about lots

This contract is divided into lots: No

II.1.7) Total value of the procurement (excluding VAT)

Value excluding VAT: £51,000,000

II.2) Description

II.2.3) Place of performance

NUTS codes

- UKE42 - Leeds

Main site or place of performance

The Services will be delivered remotely by the Supplier however the Supplier will comply with reasonable requests to co-locate where practical to facilitate integration of the services.

II.2.4) Description of the procurement

Please see the description provided at section II.1.4. The estimated contract value is £51,000,000.

II.2.5) Award criteria

Quality criterion - Name: Quality - Continuity of Service / Weighting: 100%

Price - Weighting: 0

II.2.11) Information about options

Options: Yes

Description of options

The contract has an initial period expiring on 31 March 2021 and includes an option to

extend the contract by way of variation.

The changing pressures of the pandemic due to the new variants in circulation and the increased rate of spread of the virus are both factors contributing to the criticality of ensuring that the testing services continue uninterrupted. Therefore, it is envisaged that the option to extend the contract is likely to be utilised to ensure there is no interruption to service, as this poses a significant risk to public health.

II.2.13) Information about European Union Funds

The procurement is related to a project and/or programme financed by European Union funds: No

II.2.14) Additional information

Following signature of the original contract, a contract variation was entered into on 12 February 2021 in order to reflect an increase in the scope of services being provided.

Pursuant to this contract variation, the maximum contract value was increased to £51,000,000.

Due to the character limit, further information in relation to Section II.2.5 is set out in Section VI.3.

Section IV. Procedure

IV.1) Description

IV.1.1) Type of procedure

Award of a contract without prior publication of a call for competition in the cases listed below

- The services can be provided only by a particular economic operator for the following reason:
 - absence of competition for technical reasons

Explanation:

1) The Covid-19 outbreak is a Public Health Emergency of International Concern as declared by the World Health Organisation on 30 January 2020. The UK Government's

response to the national emergency posed by COVID-19 included putting in place arrangements for large-scale testing for COVID-19 on an urgent basis.

2) Upon transition of responsibility of the Digital Delivery Lead role, NHS Digital awarded the contract to the supplier following the supplier's prior engagement with DHSC.

3) NHS Digital is satisfied the tests permitting use of the negotiated procedure without prior publication (Regulation 32(2)(b)(ii)) are met:

A. The works, supplies or services can be supplied only by a particular economic operator as competition is absent for technical reasons: Due to the highly bespoke nature of the testing services and the criticality of ensuring that the testing services continued uninterrupted, at the stage of contract award, the supplier was the only economic operator capable of facilitating the continuation of the testing services. It would be seriously counter-productive to the national effort to have carried out a procurement in respect of some or all of the workstreams being undertaken by the existing provider and/or that any attempt to potentially transition between providers in the context of ensuring that the relevant work progresses with appropriate rapidity could have led to material avoidable delay or risk of disruption to the service and the ability to access data which could have had a fundamental impact on the provision of testing services to citizens in England.

B. No reasonable alternative or substitute exists - The continuation of the testing services was and is critical to England's response to the Coronavirus outbreak and the containment of the spread of the virus. If the existing supplier was unable to continue in the short-term to provide the services due to the transition of responsibility to another provider identified by NHS Digital, this could have had a catastrophic impact on the success of the TTCE strategy and may have resulted in further spreading of the virus due to difficulties in testing and isolating those who have tested positive.

C. The absence of competition is not the result of an artificial narrowing down of the parameters of the procurement - this procurement is part of a procurement strategy by the UK government to provide a stable and effective digital testing platform to meet demand due to the Covid-19 pandemic.

IV.1.8) Information about the Government Procurement Agreement (GPA)

The procurement is covered by the Government Procurement Agreement: Yes

Section V. Award of contract

Contract No

CON_4474 (also referred to as Contract 4545)

Title

COVID-19 Test Digital Platform

A contract/lot is awarded: Yes

V.2) Award of contract

V.2.1) Date of conclusion of the contract

18 December 2020

V.2.2) Information about tenders

Number of tenders received: 1

The contract has been awarded to a group of economic operators: No

V.2.3) Name and address of the contractor

Deloitte LLP

Hill House, 1 New Street Square

London

EC4A 3HQ

Telephone

+44 2079363000

Country

United Kingdom

NUTS code

- UKI - LONDON

Internet address

<https://www2.deloitte.com/uk/en.html/>

The contractor is an SME

No

V.2.4) Information on value of contract/lot (excluding VAT)

Initial estimated total value of the contract/lot: £51,000,000

Total value of the contract/lot: £51,000,000

V.2.5) Information about subcontracting

The contract is likely to be subcontracted

Value or proportion likely to be subcontracted to third parties

Proportion: 6 %

Short description of the part of the contract to be subcontracted

The threat monitoring and individual based testing surge team services are provided by subcontractors to the Supplier. These subcontracts represent approximately 2.56% of the contract value. Due to the character limit in this section, please see VI.3 for further information.

Section VI. Complementary information

VI.3) Additional information

In addition to the sub-contracts referenced in V.2.5, the supplier also passes on to NHS Digital the charges at cost for a number of third party services. These third party services have an estimated value of £2,000,000 and are included within the total contract value of £51,000,000. The value likely to be subcontracted set out in V.2.5 has been calculated on the basis of the subcontracts set out in V.2.5, as well as the value of the third party services. These third party services include toolsets for the management of the software development process, as well as AWS cloud infrastructure for both non-production and production environments, used to deploy and host the web portal and iOS applications.

The material third party suppliers providing services at the contract award date are as follows (the threshold for materiality is based on third parties providing services with an aggregate spend under the contract above £10,000):

- Atlassian
- AWS
- BrowserStack
- Scandit
- Micro Focus Fortify
- ServiceNow
- UIPath

It is the intention of NHS Digital to transition the contracts for these third party services in-house in the future. Scandit was transitioned to NHSD with effect from 1 December 2020 and as at the date of this notice, the other third party services are under review.

In relation to section II.2.5, the contract was awarded to the supplier upon transition of responsibility of the Digital Delivery Lead role, due to the supplier's prior engagement with DHSC. Due to the highly bespoke nature of the testing services and the criticality of ensuring that the testing services continued uninterrupted, the supplier was engaged to facilitate continuity of service and transfer of responsibility from DHSC to NHS Digital.

NHS Digital submitted its Contract Award Notice for publication in OJEU on 3 February 2021. However, due to technical difficulties with Tenders Electronic Daily this notice has not yet been published. NHS Digital has taken the decision to proceed with publication on Find a Tender to ensure it is meeting its transparency obligations.

VI.4) Procedures for review

VI.4.1) Review body

Health and Social Care Information Centre, known as NHS Digital

Leeds

Country

United Kingdom

VI.4.3) Review procedure

Precise information on deadline(s) for review procedures

Part 3 of the Regulations provides for aggrieved parties who have been harmed or are at risk of harm by a breach of the Regulations to take legal action. Any such action must be started in the High Court within the applicable limitation period set out in Part 3.