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Tender

## **VDPS Medical Assessments**

NHS Business Services Authority

UK4: Tender notice - Procurement Act 2023 - [view information about notice types](#)

Notice identifier: 2025/S 000-030049

Procurement identifier (OCID): ocds-h6vhtk-04f997 ([view related notices](#))

Published 4 June 2025, 5:28pm

## **Scope**

### **Description**

The Authority requires the provision of medical assessments in relation to the Vaccine Damage Payment Scheme (VDPS). Further information on the scheme can be found here <https://www.gov.uk/vaccine-damage-payment/eligibility> The services required are for Medical Assessments of the evidence being presented by applicants making a claim under the VDPS. An 'Assessment' is the end-to-end process to assess causation and level of disablement against the medical evidence presented in relation to a Claimant's health condition and/or disability. The Supplier is required to undertake all appropriate action to complete the assessment. This may include gathering evidence from the most appropriate source, reference, expert, and/or specialist to ensure a definitive view can be provided. The Total Contract Value (Estimated) excludes any payments to be made to claimants.

### **Total value (estimated)**

- £30,000,000 excluding VAT
- £36,000,000 including VAT

Above the relevant threshold

### **Contract dates (estimated)**

- 20 November 2025 to 30 May 2029
- Possible extension to 30 May 2031
- 5 years, 6 months, 11 days

Description of possible extension:

The expected contract duration includes the Implementation Phase followed by an initial term of service delivery for three years from the Service Commencement Date and the option to extend by up to a maximum of a further 2 x 12 months (max 24 months). The Implementation Period is expected to take 6 months to 12 months.

### **Main procurement category**

Services

### **CPV classifications**

- 85120000 - Medical practice and related services
- 85100000 - Health services
- 85121200 - Medical specialist services
- 79420000 - Management-related services
- 85140000 - Miscellaneous health services
- 85000000 - Health and social work services

## Contract locations

- UK - United Kingdom

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## Participation

### Legal and financial capacity conditions of participation

PSQ Part 3A of Conditions of Participation will be evaluated as set out in the Tender documents: Financial Capacity: Minimum requirement for the Prime and any Sub-Contractors is to have: D&B Rating 1 or 2 Turnover Ratio =  $>1.5x$  Operating Margin =  $>5\%$  Acid Ratio between =  $>0.8x$  Financial Capacity: Insurance (to be in place for the commencement of the contract). In the event that the Supplier obtains and maintains joint professional liability insurance and cyber liability insurance, the minimum cover, for each single event in each Contract Year, must be not less than ten million pounds (£10,000,000).: Employers liability insurance: Cover for each single event in each Contract Year, of not less than five million pounds (£5,000,000) Professional liability insurance: Cover for each single event in each Contract Year, of not less than five million pounds (£5,000,000) Cyber liability insurance: Cover for each single event in each Contract Year, of not less than five million pounds (£5,000,000) Third Party Public and Product Liability Insurance: Not less than five million pounds (£5,000,000) in respect of any one occurrence in each Contract Year (and the number of occurrences being unlimited each Contract Year). Legal Capacity: GDPR all personal data stored and processed under the resulting contract must be done so within the UK. No personal data can be stored, processed or transferred outside of the UK under the resulting contract. PSQ Part 3B will assess Suppliers in relation to PPN015, PPN06 and PPN09.

### Technical ability conditions of participation

PSQ Part 3 of Conditions of Participation will be evaluated as set out in the Tender documents: Minimum Qualification for Medical Assessors: A GMC Registered Medical Practitioner, with a licence to practice, with a minimum of 5 years post-graduate clinical experience or a minimum of 3 years post-graduate clinical experience with demonstrable expertise in functional and injury assessments for the purpose of informing a decision for a financial award. Relevant Contract Examples The Supplier warrants that for the start of the contract it will obtain: -relevant Environment Management System (EMS) certified to

ISO 14001 or an equivalent certification from a UKAS accredited body or can demonstrate that it has an environmental management system in place that is at least equivalent to the standards required to be certified to ISO 14001. -ISO Certification in respect of the Supplier Information Management System; or where the Supplier Information Management System is included within the scope of a wider ISO Certification, that ISO Certification and Cyber Essentials Plus.

### **Particular suitability**

Small and medium-sized enterprises (SME)

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### **Submission**

#### **Enquiry deadline**

30 June 2025, 11:59am

#### **Submission type**

Tenders

#### **Tender submission deadline**

30 June 2025, 12:00pm

#### **Submission address and any special instructions**

Interested parties must access the procurement documents via <https://health-family.force.com/s/Welcome> (search opportunities using system reference C336413). Follow the instructions to register an interest and once registered, Suppliers will be able to

view and access the full Tender documentation. A Non-Disclosure Agreement (NDA) is required to access the Data Room and instructions are set out in the Tender Documents.

### **Tenders may be submitted electronically**

Yes

### **Languages that may be used for submission**

English

### **Award decision date (estimated)**

31 October 2025

### **Recurring procurement**

Publication date of next tender notice (estimated): 1 April 2028

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### **Award criteria**

<b>Name</b>	<b>Description</b>	<b>Type</b>	<b>Weighting</b>
Total Price	See Tender Documents	Price	25.00%
Administrative Functions	See Tender Documents	Quality	12.00%
Claims Assessment Process	See Tender Documents	Quality	12.00%
Clinical Governance	See Tender Documents	Quality	12.00%
Implementation	See Tender Documents	Quality	12.00%

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Name	Description	Type	Weighting
Relationship Management & Performance Measures	See Tender Documents	Quality	12.00%
Total Profit	See Tender Documents	Price	5.00%
Social Value Model Theme 4: Carbon Emissions related to the contract	See Tender Documents	Quality	2.50%
Social Value Model Theme 4: Safeguarding the Natural Environment	See ITT Documents	Quality	2.50%
Social Value Model Theme 6: Break down barriers to opportunity	See ITT Documents	Quality	2.50%
Social Value Model Theme 8: Build an NHS fit for the future	See ITT Documents	Quality	2.50%

## Other information

### Payment terms

Invoices submitted to [accountspayable@nhsbsa.nhs.uk](mailto:accountspayable@nhsbsa.nhs.uk) The Buyer must pay the Supplier the Charges within thirty (30) days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds using the payment method and details stated in the invoice or in the Award Form. A Supplier invoice is only valid if it: includes all appropriate references including this Contract reference number and other details reasonably requested by the Buyer; and includes a detailed breakdown of Delivered Deliverables and Milestone(s) (if any). the date of the invoice; • a unique invoice number; • valid purchase order number as provided by the Buyer; • the period to which the Milestone Charges relate to; • the period to which the Charges relate; • details of the amount being invoiced; • the amount of any disbursements properly chargeable to the Buyer under the terms of the Order Form and Schedule 3 (Charges); and any VAT payable in respect of the same. The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided. The Supplier must ensure that all Subcontractors are paid, in full, within thirty

(30) days of receipt of a valid, undisputed invoice. If this does not happen, the Buyer can publish the details of the late payment or non-payment. The Supplier has no right of set-off, counterclaim, discount or abatement unless they're ordered to do so by a court.

## **Description of risks to contract performance**

The scope and value of the contract may be directly impacted by a number of risks which may materialise during the term of the contract. These include: 1. The variable volume and complexity of claims received by the NHSBSA under the VDPS which require assessment. The volume of claims and subsequently the scope and value of the contract may be impacted as a result and may increase or decrease the estimated scope and contract value stated at the time of publishing the Tender Notice, commencing the procurement process or at Contract Award Stage. 2. Volumes can be impacted by a combination of external factors which the NHSBSA cannot fully control, eg. media coverage, addition of new diseases, and therefore vaccinations, to the Scheme. 3. Future Policy changes and/or changes to the Vaccine Damage Payments Act 1979 may ultimately impact how the services may be delivered by the supplier e.g. impact on claims volumes and/or requirements. 4. The completion of the Implementation Period is expected to take 6 months to 12 months. The value and scope of the number of assessments completed over the remaining term of the contract may therefore be impacted by the duration of the implementation period. 5. Impacted following another pandemic or increased roll out of vaccines where the vaccine is on VDPS. 6. Changes that come out as recommendations of the Covid Inquiry.

## **Conflicts assessment prepared/revised**

Yes

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## **Procedure**

### **Procedure type**

Competitive flexible procedure

## **Competitive flexible procedure description**

The contract will be awarded through a competitive flexible procedure in accordance with section 20(1) and (2)(b) of the Procurement Act 2023 (PA23). An overview of the process is set out below and full details are set out in the Tender Documents accessible via the Portal. Suppliers will be required to complete a Procurement Specific Questionnaire (PSQ), which will set out the Conditions of Participation. Supplier will be excluded from the Procurement in accordance with Exclusions and Modifications Section 27-30 of the PA2023. Where a Supplier is not an excluded or excludable supplier, the NHSBSA, in accordance with Section 22 of the PA23 will evaluate conditions of participation to ensure suppliers have the legal and financial capacity to perform the contract or the technical ability (qualifications, experience) to perform the contract. Further details are set out the Participation section of this Notice. If a supplier does not satisfy a condition of participation, the NHSBSA may exclude the supplier from participating in, or progressing as part of, the competitive tendering procedure. Those bidders that meet the Conditions of Participation will be invited to the next stage of the procurement. This will include a pre-tender dialogue phase in advance of tenders being submitted. This period of dialogue will be focused primarily on aspects of the draft contract relating to the input costs of the Cost Plus mechanism, in addition to the incentivisation mechanism, and other elements of the pricing approach and payment mechanism. Following the Pre-Tender Dialogue the NHSBSA will update and re-issue the tender documents for all shortlisted suppliers to submit a tender response against. Prior to inviting final tenders the NHSBSA may refine the award criteria in accordance with section 24 of the PA 2023. The Pre-tender dialogue stage will not be used to reduce the number of suppliers who progress to the next stage through a selection process (down selection) (PA23 section 20(4)(a)). There is no minimum or maximum number of suppliers to be taken through to each stage. Only the PSQ and conditions of participation will be used to limit the number of suppliers to enter into the dialogue round and submit final tenders. The NHSBSA has determined that services could not be reasonably delivered under more than one contract and the contract will not be awarded via lots. The tender will be assessed and awarded using the “most advantageous tender” (PA23 Section 19). The Criteria that will be used to assess the Tenders will be weighted as a percentage of total importance. Tenders will be evaluated in accordance with the Tender Evaluation methodology as set out in the Tender Documents.

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## **Contracting authority**



## **NHS Business Services Authority**

- Public Procurement Organisation Number: PRLZ-1599-JGTT

Stella House, Goldcrest Way, Newburn Riverside

Newcastle upon Tyne

NE15 8NY

United Kingdom

Email: [commercialserviceteam@nhsbsa.nhs.uk](mailto:commercialserviceteam@nhsbsa.nhs.uk)

Website: <https://www.nhsbsa.nhs.uk/>

Region: UKC22 - Tyneside

Organisation type: Public authority - central government