

Call for competition as per Provider Selection Regime 2023 (PSR)

Invitation to Tender Documentation

for

Outsourcing Staff for Speech and Language Assessments

via PSR Most Suitable Provider Process

ITT Details

Basic Information

Our ITT Ref: C376711

ITT Return Date: 01/08/2025 at 1200

ITT for: Provision of Outsourced Staff for Speech and Language Assessment
Lancashire Teaching Hospitals NHS Foundation Trust

Known as "Authority"

ITT Structure: This Call for Competition Via PSR- Most Suitable Provider

Period of Contract: The contract will commence on 01/09/2025 and will end 31/08/2026. There will be the option to extend for an additional 4 months, making the Maximum End Date 31/12/2025.

Route to Market: Provider Selection Regime, Most Suitable Supplier

The Authority invites tenders for the above, in accordance with the enclosed Tender Documents and Schedules. The tender shall be subject to the Conditions of Contract specified.

The following documents are included within the electronic tendering portal (ATAMIS), and all bids must be returned via ATAMIS.

Invitation to Tender	Information and instruction
W170558- Appendix 1 - PSR Key Criteria Relative Importance	Attached for reference
W170558- Outsourcing SLT Assessments Specification	Details the nature of the services required
Appendix 2 – NHSPI English Language FAQs	Attached for reference
W170558- Outsourcing SLT Assessments Commercial Response Template	For completion and upload to ATAMIS
nhs-terms-conditions-provision-of-services-contract-version-pa23	Attached for reference

Offers are requested for the supply of the above.

Bidders are required to complete all relevant Documents provided and upload within the **Health Commercial System, ATAMIS**. "The e-tendering portal".

<https://health-family.force.com/s/Welcome>

Initial log-in to the e-Tendering portal is via the following link <https://health-family.force.com/login>

Should you have any questions please raise a correspondence via the electronic tendering portal.

1.0 PSR Most Suitable Provider Process Invitation to Tender (ITT)

1.1 Introduction to the Procurement

1.1.0 Please find below further competition details for the provision of Outsourcing Staff for Speech and Language Assessment relates to the award of a Contract to a sole supplier.

1.1.2 This further competition is being conducted under the Provider Selection Regime, Most Suitable Provider.

1.1.3 In line with the Provider Selection Regime, should this process not clearly identify the Most Suitable Provider, the Authority reserves the right to cancel the process and potentially retender under the Provider Selection Regime Competitive Process.

1.1.4 Questions relating to this procurement should be addressed via the messaging system within ATAMIS within the timescales indicated in this ITT.

1.1.5 Please ensure, unless otherwise stated, that you respond by the date indicated, within the relevant section of ATAMIS – only respond with attachments where specifically requested.

1.2 Introduction to the Authority

Lancashire Teaching Hospitals NHS Foundation Trust is a leading provider of acute and specialist healthcare services in the Northwest of England. The Trust operates across multiple sites, including Royal Preston Hospital and Chorley and South Ribble Hospital, serving a diverse population with a commitment to delivering high-quality, patient-centred care.

As an NHS Foundation Trust, Lancashire Teaching Hospitals is accountable to its local community and governed by a Council of Governors, ensuring transparency and responsiveness to public needs. The Trust is recognised for its excellence in clinical care, education, and research, and plays a pivotal role in training future healthcare professionals in partnership with regional universities.

The Trust's strategic priorities include improving health outcomes, enhancing patient experience, and ensuring value for money in service delivery. In line with national NHS objectives and the Provider Selection Regime, the Trust is committed to commissioning services that demonstrate innovation, sustainability, and measurable social value.

This procurement exercise reflects the Trust's ongoing dedication to securing high-quality services that align with its values of compassion, respect, and teamwork, and contribute meaningfully to the health and wellbeing of the communities it serves.

Further information can be obtained from <https://www.lancsteachinghospitals.nhs.uk/>

1.3 Basis of Exercise

1.3.1 The intention of this Invitation to Tender (ITT) is to enable The Authority to identify the Most Suitable Provider for Outsourced Speech and Language Assessment. This document is designed to include all relevant details and information to enable your considered response to be submitted via ATAMIS no later than 1200 on 01.08.2025

1.4 TUPE

1.4.1 Whilst it is envisaged that TUPE does not apply in relation to this contract Tenderers are advised to form their own view on whether TUPE applies, obtaining their own legal advice as necessary.

1.5 Invitation to Tender

1.5.1 The Authority invites competitively tendered offers in accordance with the attached Tender Documents.

1.5.2 The Authority does not bind itself to accept the lowest or any offer and reserves the right to accept an offer either in whole or in part, each item being for this purpose treated as offered separately.

1.5.3 Bidders are advised to read this Invitation to Tender and all supporting documentation very carefully to ensure they are familiar with the nature and extent of the obligations to be accepted by them if their Tender is successful.

1.5.4 The Authority will not be liable for any bid costs, expenditure, work, or effort incurred by a Bidder in proceeding with or participating in this procurement, including if the procurement process is terminated or amended by the Authority.

1.5.5 Should a Bidder be in any doubt as to the interpretation of any or all parts of the ITT document, questions can be raised using ATAMIS.

1.5.6 Tender submissions, including the Price Schedule, are to be made using ATAMIS. It is the sole responsibility of the Bidder to ensure their offer is received in due time and at the stated point of receipt.

1.5.7 To be considered a complete tender, the bidder must submit a minimum of: signed Appendix A - FORM OF TENDER, Completed Qualification Envelope found in ATAMIS, Completed Specification Response, Completed Commercial Response Template.

1.5.8 Tenders received after the due date cannot be accepted.

1.5.9 The closing date for the return of Tenders is 01/08/2025 at 1700 and Tenders must be submitted to the Authority via ATAMIS.

1.6 Specification of Services Required

1.6.1 The primary objective of this procurement is to award contracts to support the provision of Speech and Language Assessments to the Authority through an Outsourcing arrangement.

1.6.2 For full details of the required services, please refer to the Specification.

1.7 Duration

1.7.1 The appointment is to be for a 1-year period, effective from 01/09/2025, with the option to extend for a further 4 months.

1.7.2 The Authority reserves the right to end the contract early should the full services, detailed in the specification, be delivered before the natural end of the contract.

1.8 Procurement Timetable

1.8.1 The Authority's current procurement timetable is anticipated to be as follows:

Date	Activity
18/07/2025	Issue of Formal ITT Documents
25/07/2025	Deadline for receipt of Clarification Questions
01/08/2025	Deadline for receipt of Submissions
08/08/2025	Organisations notified of outcome & Standstill begins
20/08/2025	Standstill period ends
01/09/2025	Service commences

1.8.2 The Authority may, at its own absolute discretion extend the closing dates and times specified above without request. Any extension granted will apply to all Bidders.

1.9 Process

1.9.1 It is intended to award the contract on the basis of the Most Advantageous Tender (MAT).

1.9.2 The evaluation of the Most Advantageous Tender (MAT) is determined by the criteria, and weightings, shown below.

1.9.3 Applicants who fail to complete the required tender documentation in full, or to provide any of the documents requested, may have their applications rejected and may not be considered further.

1.9.4 The Authority is not bound to accept the lowest, or any, offer.

1.10 Award Criteria

1.10.1 Assessment Criteria

Criteria	Ranking
Value	1
Quality	2
Service Sustainability	3
Improving Access	4
Social Value	5

The Assessment methodology for the following Criteria is detailed in Appendix 1 - PSR Key Criteria Relative Importance. Quality, Service Sustainability, Improving Access, Social Value.

Each Bidder will be given a Final Score equal to the sum of all scores for all Criteria (inc. Value). The Bidder with the highest Final Score will be deemed the Most Suitable Provider and be awarded the Contract.

In the case where two Bidders have the same Final Score, the Bidder with the highest score in the most important Criteria where there is not a tie will be awarded the Contract.

e.g. In the Case Below, Supplier B would win the Contract as they have the higher score in Quality.

Criteria	Supplier A Score	Supplier B Score
Value	3	3
Quality	3	5
Service Sustainability	1	1
Improving Access	5	3
Social Value	3	3

1.10.2 Technical Response

Bidders are required to submit a Technical Response to the Specification provided detailing how they intend to deliver the services requested. A good Technical Response should detail how the Specification will be delivered considering each of the Key Criteria.

The Technical Response should be in PDF Format and Uploaded to ATAMIS where indicated.

1.11 Value Assessment

1.11.1 A Bidders score for the Value Assessment is calculated on a scale from 0 to 5.

The Bidder with the lowest Total Estimated Contract Value (TECV) will be assigned a score of 5.

Any bidder who submits a TECV that is within 10% of the lowest TECV will receive a score of 3.

Any bidder who submits a TECV that is within 20% of the lowest TECV will receive a score of 1.

Any bidder who submits a TECV that is more than 20% greater than the lowest TECV will receive a score of 0.

For the avoidance of doubt, a submission that is exactly 10% greater than the lowest TECV will be awarded a score of 3 and a submission that is exactly 20% greater than the lowest TECV will be awarded a score of 1.

If it appears that any Tender may be abnormally low, then the Authority may ask the Bidder to explain its price or costs. If, following the Bidder's explanations, the Authority is not satisfied with the Bidder's account for the low level of price or cost in the Tender, the Authority may treat the Tender as non-compliant and reject it.

1.11.2 Bidders are required to complete the Commercial Response Template upload it to ATAMIS where indicated.

1.11.3 Value will be assessed using the Commercial Response Template provided. All prices to be quoted in GBP and to be exclusive of V.A.T.

1.12 Administrative arrangements

1.12.1 Full and correctly structured responses must be submitted, using ATAMIS, by the deadline for receipt of Tender Submissions.

1.12.2 The signed Appendix A - FORM OF TENDER, should be uploaded to ATAMIS under the Technical Response Heading in PDF format.

1.12.3 The Qualification Envelope must be completed in ATAMIS.

1.12.4 Quality requirements and administrative details proposed must be adhered to. Compliance will form part of the evaluation / selection process.

1.12.5 The evaluation will be based on the criteria outlined in this ITT.

1.12.6 Bidders should note that whilst all attempts have been taken to ensure accurate and correct technical and functional terminology are used in the preparation of this document, there is an absolute obligation on the Bidder to query any ambiguity, whether actual or potential, in the use of technical or functional terms used in this document.

1.12.7 The Authority undertakes that in the event of discovering and agreeing any such ambiguity to circulate clarification to all Bidders.

1.12.8 Whilst all reasonable endeavours have been made to accurately describe the requirements, Bidders should form their own conclusions about the methods and resources needed to meet them.

1.12.9 It is intended that specified personnel may be contacted should Bidders require any further clarification or information about this document.

1.12.10 All contacts will be treated formally, and any information given that is relevant to other Bidders will be passed to them.

1.12.11 Requests for clarification or further information must be made through the e-tendering portal.

2.0 Conditions of Tender

2.1 Conditions of Contract

2.1.1 All tenders received by the Authority shall be deemed to have been made under the Provider Selection Regime, and also in accordance with this ITT and any supplementary contract conditions as stated.

Any contract resulting from this tender will be made under the NHS Standard Terms and Conditions for the Provision of Services (PA23).

2.2 Information and Confidentiality

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

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

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

Any notice to a Bidder required under these Conditions to be given in writing, shall be deemed to be duly served at the time of actual delivery if delivered at, or at the time of delivery in ordinary course of post if posted in a prepaid envelope addressed to the Bidder by name, to the Bidder's last known place of abode or business or, in the case of a company, the registered office of the company.

Estimated quantities, where inserted in the Invitation to Tender document, shall indicate only the probable requirements for the period referred to and the Authority shall not be bound to order such quantities.

2.3 Freedom of Information Act 2000

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

Bidders should be aware of the Authority's obligations and responsibilities under the FOIA to disclose, on request, recorded information held by them. Information provided by Bidders in connection with this procurement exercise, or with any Framework Agreement that may be awarded as a result of this exercise, may therefore have to be disclosed by the Authority in response to such a request, unless the Authority decides that one of the statutory exemptions under the FOIA applies. The Authority may also include certain information in the publication scheme which it maintains under the FOIA.

In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA, or the Environmental Information Regulations 2004, the Authority may consider it appropriate to ask Bidders for their views as to the release of any information before a decision on how to respond to a request is made. In dealing with requests for information under the FOIA, the Authority must comply with a strict timetable and the Authority would, therefore, expect a timely response to any such consultation within five working days.

If Bidders provide any information to the Authority in connection with this procurement exercise, or with any Framework Agreement that may be awarded as a result of this exercise, which is confidential in nature and which a Bidder wishes to be held in confidence, then Bidders must clearly identify in their offer documentation the information to which Bidders consider a duty of confidentiality applies. Bidders must give a clear indication which material is to be considered confidential and why it is considered to be so, along with the time period for which it will remain confidential in nature. The use of blanket protective markings such as "commercial in confidence" will no longer be appropriate. In addition, marking any material as "confidential" or equivalent should not be taken to mean that the Authority accepts any duty of confidentiality by virtue of such marking. Please note that even where a Bidder has indicated that information is confidential, the Authority may be required to disclose it under the FOIA if a request is received.

The Authority cannot accept that trivial information or information which, by its very nature, cannot be regarded as confidential, should be subject to any obligation of confidence.

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

The decision as to which information will be disclosed is reserved to the Authority in question, notwithstanding any consultation with the Bidder.

2.4 Prices

Prices must be stated in the Commercial Response Template and must remain open for acceptance until 90 days from the closing date for the receipt of Tenders. Prices must be quoted in GBP; and excluding VAT.

Prices must be firm (i.e., not subject to increase) for the duration of the contract, subject only to the variation provisions contained in the Contract.

2.5 Tender Documentation and Submission

Tenders must be for the supply of the whole of the services contained within the Specification. Tenders for part or parts only of the services or for different standards or frequencies of services or made subject to alternative terms or conditions may be rejected.

3.0 General Terms

The terms listed in this *section*, General Terms, are applicable to all contracts awarded under this tender.

3.1 All contracts awarded under this tender are awarded by The Authority.

- 3.1.1 During the term of the contract The Authority may start or stop utilising the services awarded following agreement between The Authority and the Supplier.
- 3.1.2 The Authority may, following agreement with the Supplier, request services at any of their sites. Below is listed the sites where The Authority currently operates services. During the term of the contract any of The Authority may request services at these sites.

Site Name	Street Name	Town	Post Code
Chorley District General Hospital,	Preston Road,	Chorley,	PR7 1PP.
Royal Preston Hospital,	Sharoe Green Lane,	Preston,	PR2 9HT.
Preston Healthport,	Vicarage Lane,	Preston,	PR2 8DW.

3.1.3 The Authority reserves the right to request services at a site not listed above.

3.2 All contracts awarded under this tender are subject to conformance with local Information Governance Policies.

3.2.1 At Contract Start, a Data Protection Impact Assessment (DPIA) must be completed in line with the Authority's local Information Governance Policies.

3.2.2 If a DPIA indicates a risk to Data Security or highlights a breach of Information Governance Policy, the service being assessed must not commence until mitigation has been enacted.

3.3 The Authority is committed to helping improve the efficiency of contracted suppliers through sharing information on performance measurement. The criteria for measuring performance shall be agreed with the supplier and formally documented. It is possible that measurement criteria will develop during the term of the contract - this will also be documented following agreement with the supplier.

3.4 Any Bidder who directly or indirectly canvasses any employee of the Authority concerning the award of the contract is likely to be disqualified.

Appendix A - FORM OF TENDER

DECLARATIONS BY THE BIDDER (TO BE SIGNED AND RETURNED BY THE BIDDER)
FORM OF TENDER, NON-COLLUSION, CONFLICTS OF INTEREST AND ANTI-CANVASSING
DECLARATIONS

TO: Lancashire Teaching Hospitals NHS Foundation Trust

PROPOSAL TO PROVIDE SPEECH AND LANGUAGE ASSESSMENTS FOR OUTSOURCING
STAFF

REFERENCE NUMBER: C376711

Form of Tender

We have examined the Invitation to Tender ("ITT") dated 18/07/2025 and all accompanying annexes, schedules and documents. This Tender is made subject to the terms of the ITT, including but not limited to the instructions to Bidders.

We declare that to the best of our knowledge, the answers submitted are correct.

We tender against the requirements, and offer to enter into an Agreement with the Authority comprising the following:

the NHS Terms and Conditions and any supplementary Terms and Conditions provided with the ITT

our response to the Technical Response Template.

our response to the Commercial Response Template.

Accordingly, this Tender is a contractual offer capable of acceptance by the Authority. If the Authority accepts this Tender, we will execute any agreement that the Authority produces to record in one place the offer and acceptance.

We undertake to keep the Tender open for acceptance by the Authority for a period of ninety (90) days from the deadline for receipt of Tenders.

We understand that you are not bound to accept the lowest priced, or any, Tender.

Non-collusive tendering

In recognition of the principle that the essence of tendering is that the Authority, shall receive bona fide competitive Tenders from all those tendering, we certify that this Tender is a bona fide Tender that is intended to be competitive.

We have not fixed or adjusted the amount of this Tender under, or in accordance with, any agreement or arrangement with any other person.

We have not done, and we undertake that, we will not do at any time before the hour specified for the return of the Tender any of the following acts:

communicate to a person other than the Authority the amount or approximate amount of the proposed Tender (except where the disclosure, in confidence, of the approximate amount of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender);

agree with any person that they shall refrain from tendering or as to the amount of any Tender to be submitted; and

offer 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 any act or thing of the sort described above.

Conflicts of interest

We acknowledge that we are responsible for ensuring that no conflicts of interest exist between us (and our advisers) and the Authority, including the suppliers appointed to this framework agreement.

So far as any possible conflict of interest has arisen, we have notified the Authority promptly in writing of that potential conflict of interest and have taken any steps agreed with the Authority to avoid the conflict.

We acknowledge that if we fail to comply with this requirement, we may be disqualified from the procurement at the discretion of the Authority.

Anti-canvassing confirmation

We have not canvassed or solicited any member, officer, or employee of the Authority, in connection with the proposed contract award and to the best of our knowledge and belief nor has any person employed by us or acting on our behalf done any such act.

We further undertake that we will not in the future canvass or solicit any member, officer, or employee of the Authority, in connection with the proposed Agreement and that no person employed by us or acting on our behalf will do any such act.

Name of person duly authorised to sign tenders:

Date:

Name:

in the capacity of:

duly authorised to sign tenders for and on behalf of:

.....

By completing this Form of Tender and submitting your Tender you have agreed that the statements in this Form of Tender are correct and that you have complied, and will continue to comply, with the Authority's policies on non-collusion, conflicts of interest and anti-canvassing.