**Contract for the Provision of IT Commercial Storage for BSW ICB**

Project Reference: 1904

Atamis Reference: C373404

**Invitation to Tender**

**COMMERCIAL IN CONFIDENCE**

August 2025

15th August 2025

To Whom It May Concern,

**Contract for the Provision of IT Commercial Storage for BSW ICB**

NHS South, Central and West Commissioning Support Unit (SCW) are currently seeking tender responses from suppliers able to provide secure storage for General Practice IT (GPIT) equipment on behalf of NHS Bath and North East Somerset, Swindon and Wiltshire (BSW) Integrated Care Board (ICB).

I am therefore inviting you to submit a proposal for the services and outcomes described in the accompanying documentation.

For this purpose, we enclose the following documents, which will form the basis of any contract we may award:

Document 1 This Invitation Letter

Document 2 Terms of Offer

Document 3 Terms and Conditions of Contract

Document 4 Service Specification and Evaluation Criteria

Document 5 Offer Schedule

Document 6 Form of Offer Declaration

You are required to complete Documents 5 (Part B) and 6, together with the Financial Template in relation to the details provided in Documents 2, 3, and 4. Please submit your proposal on the Atamis e-tendering portal <https://health-family.force.com/s/Welcome> against project reference 1904 / Atamis reference C373404 no later than at 12 midday / noon on 12th September 2025.

SCW does not bind itself to accept the lowest or any offer and reserves the right to award a contract to more than one Provider. SCW reserves the right to abandon or amend this procurement process at any time.

All organisations intending to prepare a response, submit offer documentation or be involved in any subsequent part of this procurement process do so at their own responsibility and expense. SCW cannot be held responsible for any costs incurred by potential bidders.

Any enquiries concerning this Invitation should be submitted via the Atamis messaging system.

Yours faithfully,

Laura Sweet

Senior Procurement Manager

NHS South Central and West CSU

**Terms of Offer (Document 2)**

# Procurement Process

* 1. This procurement is run as a competitive process. Firms that have received this Invitation to Tender (ITT) have been invited to participate by NHS South, Central and West Commissioning Support Unit (‘SCW’, a Business Unit of NHS England) such firms (whether a single organisation or a consortium) are referred to in this document as a ‘Bidder’.
  2. This procurement is run as an Open tender.
  3. The purpose of this document is to identify the solution and the supplier that can best meet the requirements set out in this document. Throughout the process, SCW will assess Bidders’ ideas, approach and suitability to meet these requirements. This process is a competitive procurement, and submissions will be formally evaluated to determine a winner.
  4. This procurement is being carried out in an open, transparent and proportionate manner that affords equal treatment to all economic operators.
  5. This procurement is being carried out by SCW, on behalf of NHS Bath and North East Somerset, Swindon and Wiltshire (BSW) Integrated Care Board (ICB)
  6. The Contracting Authority is NHS England on behalf of South, Central and West

(SCW) Commissioning Support Unit.

* 1. Should a bidder wish not to respond to this ITT opportunity, we would welcome feedback to inform us of the reasons so that we as an organisation can continue to ensure maximum engagement.

# Information and Confidentiality

* 1. Information that is supplied to bidders as part of the procurement process 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 SCW.

2.2 All information supplied to bidders by SCW in connection with this procurement process 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.

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

# **Freedom of Information Act 2000**

3.1The Freedom of Information Act 2000 (FOIA) applies to SCW.

3.2 Bidders should be aware of SCW’s obligations and responsibilities under the FOIA to disclose, on request, recorded information held by SCW. Information provided by bidders in connection with this procurement process, or with any contract that may be awarded as a result of this process, may therefore have to be disclosed by SCW in response to such a request, unless SCW decides that one of the statutory exemptions under the FOIA applies.

3.3 In certain circumstances, and in accordance with the Code of Practice issued under section 45 of the FOIA or the Environmental Information Regulations 2004 (EIR), SCW 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, SCW must comply with a strict timetable. SCW, therefore, expects a timely response to any such consultation within five working days.

3.4If bidders provide any information to SCW in connection with this procurement process, or with any contract that may be awarded as a result of this process, 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 you consider it 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 not be appropriate. In addition, marking any material as “confidential” or equivalent should not be taken to mean that SCW accepts any duty of confidentiality by virtue of such marking. Please note that even where a bidder has indicated that information is confidential, SCW may be required to disclose it under the FOIA if a request is received.

3.5 SCW 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.

3.6 In certain circumstances where information has not been provided in confidence, SCW 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.

3.7 The decision as to which information will be disclosed is reserved to SCW, notwithstanding any consultation with the Bidder.

# Prices

4.1 You are required to complete and return Document 5 – the Offer Schedule - as part of your offer. This will be used to calculate the bidder’s price evaluation score. How this is calculated is set out in paragraph 6.3 below.

* 1. Prices must be quoted in pounds sterling. SCW will not accept any reliance on a variable exchange rate for pricing.
  2. Pricing submitted as part of Bid responses to this tender must be capable of acceptance for a period no less than sixty (60) days after the deadline date for Bid submission.
  3. All pricing within a submission shall be firm for the period of the contract and will not be subject to any variation (except for where provided for in accordance with the Contract).
  4. It is imperative that bidders include all costs within their tender pricing as any shortfall in funding will be at the bidder’s own risk.
  5. Bidders should not anticipate any automatic inflationary uplifts after the first full year of the Contract.
  6. The contract will be paid according to activity undertaken with payments made as stipulated in the contract unless this is altered by mutual agreement of the Commissioner and Bidder at a later date.
  7. Prices submitted should not be caveated or qualified and SCW reserves the right to reject Bids which seek to do so.
  8. It is the Bidder’s sole responsibility to determine whether VAT should apply to their bid. If VAT does apply, the Bidder should indicate this in its financial response.
  9. As part of the Bidder’s tender submission, they should identify whether VAT will be recoverable.

# Offer documentation submission

* 1. Bids must be received no later than **12 midday / noon on 12th September 2025.** SCW will not accept submissions received after the deadline except, at its absolute discretion, where it considers it appropriate to do so in exceptional or genuinely unforeseeable circumstances.
  2. Not used.
  3. As part of this procurement process, you are required to complete and return the separate template titled **‘Supplier Information Document’.**
  4. Please note that bidders are responsible for ensuring safe receipt of their bid. SCW will not accept responsibility or liability for or arising from late or non-receipt of a submission. Proof of transmission will not be accepted as proof of receipt.
  5. All submission documentation must be sent through the relevant part of the e-Procurement system. Submissions will not be accepted by any other route except in exceptional circumstances, which must be agreed in advance with SCW.
  6. All documents submitted through the e-Procurement system must be in a format that is readable in all versions of the Microsoft Office suite from the 2003 version onwards. Additionally, all attached spreadsheet and text responses must be fully editable (*i.e.*, not locked for editing or presented as a PDF document).
  7. Images within documents should be appropriately compressed to ensure document sizes do not become unmanageable.
  8. All electronic files submitted should be clearly and logically named, including the Bidder’s name and the question number to which that electronic file relates.
  9. The submission shall be submitted in the format and order as stipulated, and derogations or omissions from that format may result in SCW rejecting the submission. Bidders should respond to each point when responding to questions. Supporting documentation, where required, should be appropriately cross-referenced, may also be submitted in support of the answers. Generic and promotional material should not be included and will be ignored.
  10. Bidders may make use of supporting documents (appendices to questions *etc*.) only where truly relevant and appropriate. Where the bidder wishes to append a lengthy document such as a staff handbook, it should include a relevant extract from the document, not the entire document. Any appendix in excess of 10 sides of A4 paper may be rejected and ignored for the purposes of evaluation.
  11. Bidders should ensure that their submissions are complete when they are submitted and that all accompanying documentation is provided, as changes or additions to submissions will not be accepted after the submission due date. An exception to this is in the case of arithmetic or administrative errors that are clearly correctable and do not alter the substance of the bid.

# Contract award criteria

6.1 The contract will be awarded on the basis of the lowest acceptable price for delivery of the specification judged on the evaluation criteria contained within the Service Specification (document no.4). **Please ensure you demonstrate within your offer how your organisation meets the evaluation criteria.**

**6.2 This contract is weighted 100% price.**

6.3 Price will be evaluated based on the lowest acceptable price. The lowest acceptable offer, i.e., an offer that meets the requirements of the specification, will be awarded 100**%.** Higher bids will be awarded a score in direct proportion to the difference in value:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Illustration**  Lowest acceptable price (£100) receives maximum score 100%  Lowest bidder divided by bidder’s score x weighting   |  |  |  | | --- | --- | --- | | Bidder | Price | Score (100%) | | Bidder A | £100 | 100.00% | | Bidder B | £125 | 80.00% | | Bidder C | £112 | 89.29% | | Bidder D | £115 | 86.96% | |



# Communications

## SCW will send all Bidders a copy of the ITT (this document), any addenda, and any other documents and materials relevant to the procurement via the e-Procurement system at no cost.

## SCW to be the single point of contact for the Procurement.

## All contact relating to this procurement must be undertaken through the e-Procurement system. Any direct contact made with any member of the Project team in relation to the procurement of this service will be re-directed through the e-Procurement system and may jeopardise the continuing participation of the Bidder in the process.

## Each Bidder must designate an individual (the Authorised Representative) to whom SCW should address all materials relevant to the procurement process. If the Bidder is made up of multiple organisations, the Authorised Representative should be a contact from the Lead organisation.

## SCW will not be responsible for or bound by:

## any oral communication; or

## any other information or contact occurring outside the official communication procedures specified herein.

## The rules of contact set forth in this document apply throughout the Procurement Process. These rules are designed to promote an open, fair, unbiased and legally defensible procurement process.

# Consortium Bids

## Consortia and/or other forms of partnership bid will be accepted by SCW.

## Such organisations are under no obligation to make legally binding arrangements at this stage; however, the manner in which they would intend to do so, along with the roles and responsibilities of the members, will be tested and evaluated.

## SCW will require the contract to be entered into by a lead single entity, as identified in their tender response.

## Consortium Bidders should identify one organisation as the ‘Lead’ Organisation to co-ordinate their Bid responses (unless a new organisation is formed/determined in advance of the formal procurement commencing, in which case the Atamis user profile should be set up under the new organisation’s name).

## A Bidder must promptly provide notification of any change in control, or its composition or its membership, if any, that takes place at any point following their initial submissions. SCW reserves the right to disqualify any Bidder that fails to provide notification, or to seek further assurance in the event of any changes, and to disqualify a Bidder who does not provide sufficient assurance around any changes.

## SCW reserves the right to require a consortium to form a legal entity before entering the contract and/or to require consortium members to be jointly or severally liable for the performance of the Contract.

# Bidder Clarifications

## Bidders should read this tender document as soon after receipt as possible. It is the bidder’s responsibility to seek clarification in interpretation of any item in this document.

## The objective of bidder clarifications is to give bidders the opportunity to submit questions to SCW concerning either the process or the substance of the proposed Services.

## Where a Bidder requires further information on details within this or other bid documentation, clarification questions must be submitted through the e-Procurement messaging system. Clarification questions received by any other means will be rejected.

## Responses to clarification questions will be anonymised and sent out to all other Bidders during the period of the tender. Where Bidders consider that the clarification questions and/or responses to such questions are commercially confidential, the request must be indicated “Commercial in Confidence” and Bidders should specify, where possible, such redactions as would render the request and any response non-confidential. SCW will consider the request for confidentiality. However, SCW reserves the right to act in what it considers to be the best interests of a fair procurement process and in accordance with its obligations under the FOIA or EIR.

## Where any response to a request for clarification or the response thereto contains information which should, in the interests of a fair procurement process, be disseminated to all Bidders, SCW shall be free to disseminate such information to all Bidders, with or without any redactions proposed by the Bidders. Before doing so SCW will inform the Bidder of its intention to do so and offer the Bidder the opportunity to withdraw the request for clarification before such dissemination.

## The Bidder clarification stage will close at 12 midday / noon on 5th September 2025. Questions submitted after this date will not receive a response except in exceptional circumstances, or where the question concerns a system issue (*e.g.*, difficulties with the e-Procurement system itself).

# SCW Clarifications

## SCW reserves the right to require a Bidder to clarify its bid submissions, with any such request made to the Bidder’s nominated representative. SCW retains a general discretion at any stage of this procurement process to seek clarification from any Bidder in relation to any aspect of the bid submission.

## Clarification questions for these purposes from SCW will be required to be answered within 48 hours, unless otherwise stipulated. Failure to respond adequately or in a timely manner to clarification questions may result in a Bidder not being considered further in the procurement, or the submission being evaluated in an un-clarified state (at SCW’s discretion).

## SCW may contact (or may require the Bidder to contact on its behalf) any of the customers, sub-contractors or consortium members to whom information relates in a Further competition submission or any other document, to ask that they testify that information supplied is accurate and true.

## SCW reserves the right to seek third party independent advice or assistance to validate information submitted by a Bidder and/or to assist in the bid evaluation process.

# Amendments to the process or Services

## SCW reserves the right to:

## amend the procurement process, evaluation questions, evaluation criteria, Contract, Service Specifications, the conditions for participation, the time limits for contacting SCW, or the award procedure to be applied, or any other procurement requirement at any point during the procurement process and to issue modifications or amendments to this tender;

## alter the timetable to contract award;

## cancel, withdraw from, or recommence the tender process at any stage; and

## not award the contract.

## Any amendments will be communicated at SCW’s earliest opportunity to all Bidders through the e-Procurement system.

## Where SCW makes such an amendment, it will ensure that Bidders have an appropriate amount of time in which to digest and respond to the amendment.

# Canvassing

## If the Bidder or any person employed by the Bidder, whether or not to the Bidder’s knowledge:

## offers, gives or agrees to give to any person any gift or consideration of any kind as an inducement or reward for taking or for not taking action in relation to the contract or any other contract with SCW; and/or

## canvasses any of the Project Team in connection with the Project; and/or

## contacts any officer of SCW (or of the Commissioner) prior to the contract being awarded about any aspect of the services in a manner not permitted by this document.

## The Bidder will be disqualified (without prejudice to any other civil remedies available to the SCW and without prejudice to any criminal liability which such conduct by a Bidder may attract).

**Terms and Conditions of Contract (Document 3)**

* 1. The services outlined in this tender will be contracted using the NHS Terms and Conditions for the Provision of Services (Purchase Order version) terms and conditions, link to the contract embedded below and Bidders should carefully study the terms to ensure they are familiar with the obligations on them should they be awarded a contract.



* 1. No material negotiation on the terms of the draft contract will be entertained by SCW and refusal to accept the terms of the draft contract will cause a submission to be rejected.
  2. The contract will be for a term of 12 months from a planned commencement date of 20th November 2025 (latest) and a planned expiry date of 19th November 2026. The contracting authority may extend the Contract by up to 12 months, by giving the other party three months’ notice of such extension.
  3. Please note that a redacted copy of the resulting contract will be published with the Contract Award notice in line with NHS England transparency requirements.

**Service Specification and Evaluation Criteria (Document 4)**

**Project Title**

Provision of IT Commercial Storage for BSW ICB

**Background and Context**

SCW require a supplier to provide secure storage for General Practice IT (GPIT) equipment on behalf of NHS Bath and North East Somerset, Swindon and Wiltshire (BSW) Integrated Care Board (ICB).

**Service Delivery / Product Requirements**

* Maximum 700 square foot lockable storage space with internal lighting. Multiple Storages units may be considered but each unit must be a minimum of 200 square feet
* Equipment insurance up to a maximum of £10,000 (excluding VAT) to protect the equipment against the following standard perils: Actual physical loss or damage to Goods caused by burst pipes; escape of water; mould and mildew; theft accompanied by forcible and violent entry or exit; moth, insect or vermin damage caused an external source; fire; lightning; explosion; earthquake; storm; flood; riot; strike; civil commotion; malicious damage; and impact by vehicles or aircraft.
* Facilities must be within a 4-mile radius of Beacon House, Beacon Business Centre, Hopton Road Devizes, Wiltshire, SN10 2EY
* Full access during core business hours 0800-1800hrs Monday - Friday
* Onsite qualified forklift driver to support unloading palletised deliveries when required
* Pallet trucks available to transport the pallets, once delivered on-site, to the storage unit
* Storage facility will be able to facilitate on-site off-loading of equipment from HGV vehicles
* Sufficient area to accommodate HGV vehicles on-site
* Ability to hold smaller deliveries (for example, 1 or 2 boxes) for up to 24 hours in a secure holding unit

**Exclusions**

The electrical IT equipment requiring storage must be kept dry at all times and due to the risk of water damage, storage containers (including shipping containers) are not deemed adequate for this requirement and will not be considered.

**Outcomes**

Secure storage up to 700 square feet, accessible during core business hours.

**Security Requirements**

* 24/7 monitored CCTV
* Intruder alarms
* Individual unit alarms
* Door contact alarms
* Motion sensor alarms
* Heat detection sensor alarms
* Fire call points
* Smoke detectors
* Access controlled entrances for out of hours access

**Contract Managers**

IT Hardware Asset Manager, Digital Data & Technology, SCW

ITAM Consultant, Digital Data & Technology, SCW

**Expected Contract Start and End Date**

The anticipated contract start state will be agreed by both parties but must be no later than 20th November 2025

20.11.2025 – 19.11.2026 year 1

20.11.2026 – 19.11.2027 optional year 2

**Delivery Address**

Within a 4-mile radius of **Beacon House, Beacon Business Centre, Hopton Road Devizes, Wiltshire, SN10 2EY**

**EVALUATION:**

**Scoring Weightings**

|  |  |
| --- | --- |
| Section | Section Weighting |
| Quality | 0% |
| Price | 100% based on a fixed price for storage and insurance for each year, with clarification that this can meet all the requirements as set out in the specification |

**OFFER TIMELINE**

|  |  |
| --- | --- |
| Tender issued | 15th August 2025 |
| Deadline for clarification | 5th September 2025 (12:00 noon) |
| Tender submission deadline | 12th September 2025 (12:00 noon) |
| Evaluation of offers | 1st October 2025 |
| Contract awarded | 3rd October 2025 |
| Commencement date | **20th November 2025** |

The above timeline is tentative and may be subject to change.

When SCW has reached a decision in respect of contract award it will notify all Bidders of that decision.

**DOCUMENT FORMATS**

|  |  |
| --- | --- |
| **File type** | **Software package** |
| Response to Document 5 | Readable by Microsoft Word (Version 97-2003 or later) – |
| Spreadsheet based documents | Readable by Microsoft Excel (Version 2000 or later) |
| Graphics files | Readable by Adobe Acrobat (pdf) and/or as a JPEG and/or readable as PowerPoint (Version 2000 or later) |

### All documentation and communication must be in English.

**Pass/Fail Criteria**

Questions scored as pass / fail.

|  |  |
| --- | --- |
| **Assessment / Score** | **Interpretation** |
| Pass | Acceptable:   * The response met the expectation in terms of the level of detail, accuracy and relevance |
| Fail | Not Acceptable:   * There are minor reservations due to falling below expectation * Limited information provided or a response that is inadequate and falling well below expectation * No response provided or the response does not address the subject matter of the question posed in any way |

*If a supplier fails a pass/fail evaluation question, then their bid will be deemed as non-compliant, and they will not be eligible to be awarded the resulting contract.*

**Offer Schedule (Document 5)**

**COSTING SCHEDULE (Part A)**

**Contract for the Provision of IT Commercial Storage for BSW ICB**

**Summary of Costs**

Bidders are required to complete the offer schedule, detailing their costs of the contract based on the information provided in Document 4, (Service Specification and Evaluation Criteria) and this document.

Costs must be inclusive of all expenses but exclusive of VAT. Whole life costs throughout the contract duration will be monitored against costs provided in this schedule.

Please insert all costs relevant to this contract. Bidders are not permitted to alter the table format, other than by inserting additional rows to itemise the pricing structure.

Contractual pricing will utilise a Fixed Price Lump Sum model. All bids must be priced in accordance with this, and any non-compliant bids will not be considered for contract award.

Bidders shall complete the separate Microsoft Excel pricing template titled **‘Financial Template’**.

**Any submission which fails to use this Microsoft Excel pricing template may not be considered for this contract. Formulas in the pricing template should not be altered, if the template has been altered / amended your ITT submission may be disregarded.**

**PASS/FAIL RESPONSE (Part B)**

|  |  |
| --- | --- |
| **Question** | **Response Y/N** |
| Confirm you are able to meet in full the specification including the security requirements. | YES  NO |

**Form of Offer Declaration (Document 6)**

Dear Sir/Madam

**Contract for the Provision of IT Commercial Storage for BSW ICB**

Having examined the proposed Contract comprising:

Document 1 - This Invitation Letter

Document 2 - Terms of Contract

Document 3 - Terms and Conditions of Contract

Document 4 - Service Specification

Document 5 - Offer Schedule

Document 6 - Form of Offer Declaration

As enclosed under cover of your invitation to tender letter dated 15th August 2025.

We do hereby offer to enter into a contract with NHS South, Central and West CSU on the terms and conditions in the said Contract. We undertake to keep the offer open for acceptance for a period of sixty (60) days from the return date.

We declare that this is a bona fide offer, intended to be competitive, and that we have not fixed or adjusted the amount of the offer by, or under, or in accordance with, any agreement or arrangement with any other person. We further declare that we have not done, and we undertake that we will not do, any of the following acts in relation to the award of this Contract:

1. *Collude with any third party to fix the price of any number of offers for this Contract;*
2. *Offer, pay, or agree to pay any sum of money or consideration directly or indirectly to any person for doing, having done, or promising to be done, any act or thing of the sort described herein and above.*

Please confirm if you have any conflicts of interests, including provision of services, goods, other work or any other connection with the Authority, SCW, NHS England, or other potential bidders in respect of this procurement – **Yes / no** (please delete. If yes, please provide details).

We understand that you are not bound to accept the lowest price, or any, offer.

|  |  |
| --- | --- |
| Signed: |  |
| Name: |  |
| Date: |  |
| In the capacity of: |  |
| Duly authorised to sign offers for and on behalf of: |  |
| Companies House Registration Number: |  |
| Company Registered Address: |  |
| Postal address (If different from Company Registered address): |  |
| Email address: |  |
| Are you planning to sub-contract: | Yes / No  If yes, please provide details |