

Distribution of Advanced Wound
Care
SBS10518
SPECIFICATION

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SPECIFICATION

1. Introduction

- 1.1. The aim of the Distribution of Advanced Wound Care Framework Agreement is to implement a contractual vehicle to facilitate the efficient procurement of a cost effective and sustainable solution to the distribution of Advanced Wound Care products.
- 1.2. NHS England is currently embarking on a programme to have a sustainable NHS framework agreement landscape which operates in the best interest of the NHS and public expenditure, which will seek to rationalise and standardise all framework agreements with the aim of reducing duplicative framework agreements.
- 1.3. There are currently multiple channels by which customers can access wound care products on a direct delivery basis, which has variations within logistics solution, front end ordering platform, product availability and price. These variations serve to create unwarranted complexity for both buyers and suppliers which prohibits easy decision making and facilitates non-vendor neutral behaviours, generating inconsistencies in experience for the NHS and representing poor value for taxpayers' money.
- 1.4. It is with this in mind that NHS Supply Chain and NHS Shared Business Services wish to work in collaboration with suppliers and distributors to identify and seek to make available the most optimal solution for wound care provision across the NHS by aligning resources and capabilities.
- 1.5. The future solution will work as below:
 - 1.5.1. **NHS Supply Chain (NHS SC)** responsible for the product element of the framework agreement with product transacted via this route to maximise NHS buying power drive enhanced savings.
 - 1.5.2. **NHS Shared Business Services (NHS SBS)** maintain the service/logistics element of their offering to customers.

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- 1.6. NHS SBS is therefore looking to procure one or more delivery partners (Suppliers) who can deliver the items awarded under NHS Supply Chain's Advanced Wound Care Framework Agreement as part of a total purchase solution. The solution will provide Approved Organisations with a just in time delivery solution. The solution is designed to service the primary care sector however the Framework Agreement is flexible enough to allow the secondary care sector to take advantage if desired. The solution is aimed to drive efficiency and reduce wastage, whilst at the same time reduce costs for the NHS. It also aims to address the Quality Innovation Productivity & Prevention (QIPP) agenda by ensuring the patient has the right dressing at the right time.
- 1.7. See Appendix A for further details on the proposed solution

2. Marketing

- 2.1. NHS SBS will work with Supplier(s) awarded onto the Framework Agreement to market the Framework Agreement to Approved Organisations. Buying Guides will be issued to all Approved Organisations with details of the Framework Agreement and awarded Supplier(s) will also be linked on the NHS SBS website and Customer Portal. Supplier(s) will be expected to work with NHS SBS to market the Framework Agreement to Approved Organisations.
- 2.2. Bidders will be expected to detail their proposed marketing plan in response to Q1 of the AQ.

3. Account and Contract Management

3.1. NHS SBS expect the highest level of account and subsequent contract management from their awarded Supplier(s) throughout the lifetime of the Framework agreement. NHS SBS expect that a named Contract Manager be available to discuss any Framework Agreement queries during normal business hours.

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- 3.2. Supplier(s) must have a robust complaints and escalation process, as well as processes and software to report meaningful management information to both NHS SBS and Approved Organisations.
- 3.3. Approved Organisations may also require support services such as Named Account Managers and Helpdesks to respond to any queries.
- 3.4. Supplier(s) must provide a quality service to Approved Organisations and it is expected that Suppliers achieve a minimum of 98% error free deliveries at calloff level: an error being defined as an invoice error, a late delivery, failure to deliver a product ordered in accordance with the agreed replenishment arrangements expressed as a percentage of total deliveries made.
- 3.5. NHS SBS and Approved Organisations may request regular contract management review meetings with the Suppliers.
- 3.6. Bidders will be expected to detail their proposed account and contract management structure and processes in response to Q2 of the AQ.

4. <u>Delivery & Distribution Vehicle Requirements</u>

- 4.1. All delivery and distribution vehicles utilised via the Framework Agreement must comply with all relevant UK road traffic regulations, including:
 - 4.1.1. Vehicles being under 7 years old, or of sufficient condition as per Approved Organisation requirements
 - 4.1.2. Relevant Ministry of Transport (MOT) history
 - 4.1.3. Relevant service history in line with Manufacturers recommendations (typically once a year or every 12,000 miles, whichever comes first)
 - 4.1.4.Regular maintenance and safety checks, with records of inspections to ensure vehicles are roadworthy as per Driver and Vehicles Standards Agency (DVSA).
 - 4.1.5. Valid driving licence for the appropriate type of vehicle being operated.
 - 4.1.6. Relevant motor insurance

5. <u>Data Security/Confidentiality</u>

- Ref: SBS10518
- 5.1. The Framework Agreement will be subject to UK General Data Protection Regulation (UK GDPR).
- 5.2. Any digital solutions provided for under the Framework Agreement must comply with the individual Approved Organisations IT and Security policies and must be approved by the Approved Organisations in advance.

6. <u>Digital Requirements</u>

- 6.1. Any online or digital systems used in the delivery of products/services, must be compliant with the Data Protection Act 2018 and comply with Approved Organisations IT requirements at call-off stage.
- 6.2. Any software utilised and provided under this Framework Agreement to support the digital tracking of cylinders for example must comply with NHS policies, including, but not limited to:
 - 6.2.1. Public Cloud First
 - 6.2.2. Internet First
 - 6.2.3. HL7 FHIR Compliant supporting FHIR UK Core
 - 6.2.4. NCSC Cloud security principles
- 6.3. Assessing Compliance with DTAC is mandatory for any software platform being installed on NHS systems. Suppliers must ensure that Clinical Risk Management activities have been undertaken for any software products to be supplied under this Framework Agreement, in compliance with DCB0129.
- 6.4. Suppliers must maintain an N to N-1 software and hardware update strategy policy. N in this case is the latest service pack, patch, major update, maintenance release, driver, firmware version.
- 6.5. Suppliers must ensure that their software products and platforms are compatible with the latest version of android and other devices. Compatibility must be continually tested throughout the life of the agreement, with updates installed periodically (including major third-party releases).

7. <u>Packaging and Labelling of Products</u>

- Ref: SBS10518
- 7.1. All products should be packaged in such a way as to give them adequate protection from damage during transit. Products which are delivered to a third-party provider will reserve the right to return/reject goods, which, upon inspection, after delivery, are found to be in an unusable/unacceptable condition. The date of expiry must be clearly marked on all goods.
- 7.2. All products will carry Medical Devices directive CE/UKCA mark
- 7.3. All products will detail graphical symbols
- 7.4. All products will carry Master Indemnity Agreement certificate or indemnity will be provided by the manufacturer.

8. Social Value

- 8.1 Procurement is an important driver for delivering Approved Organisations sustainable development commitments.
- 8.2 The NHS has formally adopted the updated Central Government Social Value Model, as set out in **Procurement Policy Note (PPN) 002: Taking Account of Social Value in the Award of Contracts**. More information: PPN 002-Social Value Model (GOV.UK).
- 8.3 In addition, NHS SBS aligns with **PPN 006: Taking Account of Carbon Reduction Plans in the Procurement of Major Government Contracts**, which mandates that suppliers bidding for major contracts must submit a Carbon Reduction Plan and demonstrate alignment with the UK's Net Zero target by 2050.

More information: PPN 006 - Carbon Reduction Plans (GOV.UK)

8.4 NHS SBS also adheres to **PPN 009: Tackling Modern Slavery in Government Supply Chains**, which outlines expectations for identifying, assessing, and mitigating modern slavery risks through supplier engagement, risk assessments, contract management, and remediation procedures.

More information: PPN 009 – Tackling Modern Slavery (GOV.UK)

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- 8.5 Together, these policies underpin NHS SBS's ethical procurement and sustainability strategy—ensuring legal compliance, operational transparency, and measurable social impact across all frameworks and supplier relationships.
- 8.6 Throughout the lifetime of the Framework Agreement the focus on Social Value will be paramount, reducing environmental impact and increasing the use of sustainable materials and technology to support carbon reduction targets.
- 8.7 As part of the service delivery under this Framework Agreement, optimised delivery route planning must be considered to reduce adverse environmental effects. This may include but is not limited to:
 - 8.7.1 Reducing miles travelled
 - 8.7.2 Reducing idle time
 - 8.7.3 Reducing fuel consumption
- 8.8 Suppliers must have a Carbon Reduction Plan (as outlined in Conditions of Participation (CoP) Procurement Specific Questionnaire) and share this with NHS SBS upon award and will be required to prepare an annual update to the Carbon Reduction Plan during the period of award to the Framework agreement.
- 8.9 Bidders will be expected to detail their Social Value proposal in response to SVI and SV2 of the AQ.

9. Supplier Performance

- 9.1 NHS SBS will work proactively with its Suppliers and Approved Organisations to manage Framework Agreement uptake compliance and support the Framework Agreement through its life.
- 9.2 Approved Organisation specific Key Performance Indicators (KPI's) will be set and monitored by each Approved Organisation according to their own requirements and detailed within their Order Form. Examples of such KPI's are as follows:

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- 9.2.1 No substitution of any wound care product on the formulary unless agreed with the clinical representative of the organization.
- 9.2.2 Contact numbers to be kept up-to-date, ideally with named contact person and answered within 5 rings.
- 9.2.3 Customer service desk available core working hours, (typical 8 hour day)
- 9.2.4 Response time to complaints as detailed within the NHS defined process
- 9.2.5 Maintain adequate stock levels- as determined by the clinical service
- 9.2.6 Notify the Approved Organisation and NHS SBS of any stock issues (less than 98% OTIF delivery) continually
- 9.2.7 Added value and innovation to realise ongoing efficiencies including cash releasing savings
- 9.2.8 Realisation and measurement of continuous improvements evidenced with tender response by demonstration and commitment to research and development
- 9.2.9 Maintain pro-active communication by attending regular review meetings having prepared key contract performance information for review
- 9.3 If the KPI's laid out by the Approved Organisation are not adhered to then the Approved Organisation has the right to terminate the contract with immediate effect.
- 9.4 Supplier malpractice, such as trying to impose products on to Approved Organisation formularies, is not permitted and may lead to the termination of the Supplier from the Framework agreement.

10. <u>Delivery and Assurance of Supply</u>

- 10.1 Suppliers should be able to demonstrate capacity and capability for dealing with increases in demand, peak periods etc, to ensure quality and service levels are maintained at all times.
- 10.2 Suppliers should have a sufficient disaster recovery plan/business continuity plan in place and at least 2-6 weeks of safety stock for finished stock, work in progress stock and raw materials.

- 10.3 Suppliers should also be able to demonstrate their product recall process and have a procedure in place for batch recalls which is in line with guidance supplied by the Medicines & Healthcare products Regulatory Agency (MHRA).
- 10.4 Suppliers must ensure secure delivery of items at an agreed time and location as discussed and confirmed with the Approved Organisation and/or delivery partner.
- 10.5 Suppliers should endeavour to provide an emergency response delivery service whereby products can be delivered in a 24 hour time frame or same day.
- 10.6 Suppliers should inform NHS SBS and their Approved Organisations in the first instance if they suspect that there is an issue with availability of product supply.
- 10.7 Deliveries from NHS SC Delivery volumes and frequencies will be covered by the NHS SC account manager supported by operational colleagues at the initial set up and reviewed regularly to support resilience.
- 10.8 Until a delivery is made by NHS SC to the Supplier's nominated premises, NHS SC maintain responsibility for the product contained within the order being delivered. In the case of a Supplier collecting product from a NHS SC location, responsibility for the product contained within the order will pass to the Supplier at the point of collection.
- 10.9 To ensure deliveries run smoothly Suppliers will need to have the below in place:
 - 10.9.1.1 Staff to accept deliveries at agreed locations.
 - 10.9.2 Deliveries are made using roll cages or pallets (by agreement).
 - 10.9.3 Each delivery includes:
 - 10.9.3.1 A delivery note (to be signed with time and discrepancies noted).
 - 10.9.3.2 A Priced Advice Note (PAN) showing dispatched items and prices.

- 10.9.4 Suppliers are responsible for checking deliveries for accuracy and quality.
- 10.9.5 Any missing items will be redelivered and credited pending investigation.

11. Invoicing

- 11.1 The Supplier will provide Approved Organisations with consolidated invoices which will provide line detail for each product supplied and as a minimum should include the following:
 - 11.1.1 Name of customer
 - 11.1.2 Order number Suppliers should note that customers are moving to 'No PO no payment'.
 - 11.1.3 Delivery date
 - 11.1.4 List of products
 - 11.1.5 Separate entry for carriage and any other discounts
- 11.2 Suppliers should agree a lead time for invoicing directly with the Approved Organisation.

12. <u>Delivery Service Requirements</u>

- 12.1 Delivery to various sites and locations including but not limited to; clinical sites, primary care or secondary care settings (all hospital wards and departments), care homes, district nursing bases, community podiatry bases, treatment rooms, walk in centres, intermediate and continuing care facilities, leg ulcer clinics.
- 12.2 The Framework Agreement is able to allow for Suppliers to provide a home delivery service if requested by the Approved Organisation and in line with the below requirements:
 - 12.2.1 Just in time deliveries (24-48 hour max)
 - 12.2.2 2-6 weeks safety stock located and held at a central warehouse with the potential to increase this in line with government guidelines

- 12.2.3 Suppliers will be required to ensure that stock is managed and maintained in an efficient and effective way to ensure that they can meet the demands of an increasing number of Approved Organisations.
- 12.2.4 Suppliers should provide a comprehensive list of services and delivery models available to prospective Approved Organisations and provide pricing and details of delivery/minimum order values for standard delivery (within 24-48 hours) and emergency orders i.e. same day delivery.
- 12.2.5 Suppliers will be required to provide details of any products listed within NHS Supply Chain's Advanced Wound Care Framework Agreement they are unable to supply and reasons i.e. specialist/bespoke products or pharmacy controlled 'P' coded items listed under the Drug Tariff part VIII where a licence is not available.
- 12.2.6 Deliveries will be required 52 weeks of the year, including weeks containing bank holidays. Orders should be delivered within working hours, with an option to deliver after 8pm, weekends and bank holidays.
- 12.2.7 If an item is out of stock due to a manufacturing issue, then the Approved Organisation, NHS SBS and NHS Supply Chain must be notified immediately and informed when the item will be back in stock.
- 12.2.8 No substitutions will be accepted without approval and agreement from the designated clinical lead. If an item is out of stock due to a delivery partner issue, then the Approved Organisation and NHS SBS must be notified immediately and the Suppliers must endeavour to deliver the order in the first instance.
- 12.2.9 The Supplier shall be responsible for ensuring security of products to the appropriate delivery point. If a product order is incorrect or an item has gone missing for example, the Supplier shall replace the product within 24 hours free of charge.
- 12.2.10 The Supplier will be responsible for any stock found to be faulty or damaged on receipt/opening by the Approved Organisation. The Supplier will be required to supply immediate replacement of such damaged stock if required, at no extra cost to the Approved Organisation.
- 12.2.11 The Supplier will be responsible for the storage, distribution and delivery providing a detailed audit of product journey of the consumables including expiry date, batch number along with invoicing and management information to ensure full traceability of products.

13. Ordering System Requirements

- 13.1 To allow for efficient and effective ordering, the Supplier must be able to provide a compatible and fully integrated online ordering system. The system can either be owned by the Supplier or outsourced to a third party provider.
- 13.2 The selection of the ordering system is at the discretion of the Supplier, however a choice of system must be provided to the Approved Organisation in the first instance. If the online ordering system is outsourced to a third party, then it is the responsibility of the Supplier to ensure that the online ordering system is fit for purpose and abides by the requirements of this specification. The Supplier must ensure that there is a contractual agreement with any appointed online ordering system providers. The online ordering system must:
 - 13.2.1 Be fully integrated and compatible with the Supplier and Approved Organisation platforms
 - 13.2.2 Enable Approved Organisations to upload their formulary/formularies without exception
 - 13.2.3 Be able to provide online reporting tools which can be made bespoke for the Approved Organisation
 - 13.2.4 Allow Approved Organisations to manage minimum and maximum stock levels and have the ability to provide live stock data/levels
 - 13.2.5 Allow Approved Organisations to restrict access of certain products on agreement
 - 13.2.6 Allow for multiple users across different locations
 - 13.2.7 Be able to notify Approved Organisations of items which are out of stock and confirm whether they are manufacturer or deliver
 - 13.2.8 Allow for alternative formulary products to be ordered if an item is out of stock as agreed with the Approved Organisation
 - 13.2.9 Pricing on the online ordering system will be Drug Tariff only to ensure a fair platform for manufacturers (Suppliers will provide Approved Organisations with monthly price lists containing NHS Supply Chain Advanced Wound Care Framework Agreement pricing)
 - 13.2.10 Be accessible to all Approved Organisations regardless of which products they have on their formulary

- 13.2.11 Provide Approved Organisations sufficient training, free of charge, on how to operate the system
- 13.3 Ordering from NHS Supply Chain
 - 13.3.1 Orders with NHS SC can be placed either through their online catalogue on the NHS SC website or via Electronic Data Interchange (EDI).
 - 13.3.2 The online catalogue allows users to browse products, check stock status, and submit orders manually, while EDI enables Approved Organisations to send orders directly from their internal procurement systems for faster, automated processing. EDI orders must be submitted by 3pm, two working days before the preferred delivery date to ensure timely fulfilment.
 - 13.3.3 NHS SC will ensure all of this is covered by the account manager at the point of framework award and delivery partner onboarding.
 - 13.3.4 Customer will know whether their products are available when ordering from NHS SC via the below:
 - 13.3.4.1 Online visibility: Logged-in users can see stock status in the online catalogue:
 - 13.3.4.1.1 "In stock" shown in green
 - 13.3.4.1.2 "Out of stock" shown in red
 - 13.3.4.2 Email alerts: You can request automated email notifications when out-of-stock items become available again.
 - 13.3.4.3 Unsatisfied lines report: Available the day before delivery, showing any items that couldn't be fulfilled and possible alternatives.
 - 13.3.4.4 Direct alternatives: Automatically substituted like-for-like products; contact Customer Services if unsuitable. (none of these currently exist for wound care)
 - 13.3.4.5 Indirect alternatives: Similar products offered but require clinical consultation before ordering.
 - 13.3.4.6 Suspended items: Temporarily unavailable products are blocked from ordering and listed on the NHS Supply Chain website.

14. Product Pricing

- Ref: SBS10518
- 14.1 The Supplier will provide products listed on NHS Supply Chain's Advanced Wound Care Framework Agreement to the Approved Organisation at the awarded Framework Agreement price plus the delivery fee which they submitted as part of this tender.
- 14.2 NHS SC will be responsible for negotiating the product price and ensuring that it is visible to the Supplier. The product price is a ceiling price and cannot be exceeded under any circumstances within the first 12 months of the launch of this framework agreement; however, the price can be decreased at any time at the discretion of NHS SC. If a product price is changed within the lifetime of this framework agreement, NHS SC will endeavour to inform the Supplier who will then update their Approved Organisation price list and notify their Approved Organisation in the next month's price list communication. Price changes will be implemented by the Supplier on the first day of the following month provided prices are submitted before 15th of the month.
- 14.3 The pricing submitted should be National Level Pricing. This cannot be varied depending on location or product type. Please provide your best price based on this.
- 14.4 There must be no upcharge for emergency deliveries.

15. Reporting Requirements

- 15.1 The Supplier will provide details of any sales made under this Framework Agreement. Sales data will be reported back to NHS SBS and NHS SC via the provided templates on a monthly basis. This will cover line level sales volume and value data.
- 15.2 Clearly providing Approved Organisation sales by individual product; Suppliers will be expected to provide information on the volumes they carry in their warehouse on a quarterly basis, to ensure, product being bought from NHS SC is being sold to NHS customers.

- Ref: SBS10518
- 15.3 The Supplier will provide Approved Organisation with a monthly price list which clearly indicates any changes in pricing since the previous month. It will also detail any addition or removal of products as already agreed with NHS SC.
- 15.4 It is the responsibility of the Supplier to ensure that the online ordering system is fit for purpose and any Approved Organisation queries are directed to the appropriate outlet. It is suggested that all relevant contact details are provided within the Order Form.
- 15.5 The Supplier should nominate an account manager for each Approved Organisation who is the main point of contact for that Approved Organisation. The account manager should endeavour to meet with Approved Organisations on a quarterly basis at minimum. If the online ordering system is provided by a third party then the Suppliers should also endeavour to ensure that they also provide an account manager for the Approved Organisation.

16. Innovation/Range Extension Process (Managed by NHS SC)

16.1 If an Approved Organisation makes a request for any non-innovative product that is not on the NHS SC Advanced Woundcare Framework Agreement catalogue, the Supplier will need to make contact directly with their NHS SC account manager, who will take the necessary course of action with internal colleagues to determine if the product in question falls within the specification scope of the Framework Agreement and also that the supplier was awarded onto the Framework Agreement for the relevant lot within which the required product falls.

16.2 **Product Innovations (Managed by NHS SC)**

16.2.1 If an Approved Organisation approaches a Supplier with an innovative product with a request for it to be added to the catalogue, the delivery partner should provide detail of the product and supplier to NHS SC, via their NHS SC account manager. NHS SC can advise the relevant Supplier of the process for registering innovative products via the NHS Innovation Service. 16.2.2 NHS SC have a dedicated Innovation Team which supports this service which has been developed to increase and accelerate the uptake of impactful innovations into the NHS. If a product is determined to be truly innovative, our teams will be then able to advise timescales for availability to the market.

17. Suppliers Interaction with NHS Supply Chain

- 17.1 Suppliers will be required to set up a joint meeting with their dedicated NHS SC account manager. At this stage, NHS SC will discuss the below information:
 - 17.1.1 Account set up
 - 17.1.2 Product demand capture
 - 17.1.3 Delivery frequencies and requirements
- 17.2 Once Suppliers are set up and operational the dedicated NHS SC account manager will support with the ongoing account management for the account including supporting any changes to demand capture such as if volume requirements have changed or if they intend to start to purchase a product that hasn't been purchased before.

Distribution of Advanced Wound Care SBS10518 Appendix A

