

Dear Sir/Madam,

Re: COVID-19 Vaccination Service ("Site Sign-Up Process")

NHS England wishes to invite you to apply to provide the COVID-19 Vaccination Service from 1 September 2024.

These contracts will be procured using Direct Award Process B as referred to within Regulation 6(4) and 8 of The Health Care Services (Provider Selection Regime) Regulations 2023 ("**PSR**").

The purpose of the COVID-19 Vaccination Site Sign-up Process is to provide information and instructions to allow all Potential Suppliers to submit a Response Document. Potential Suppliers should refer to the following documents which form part of this Sign-Up Process:

- Community Pharmacy:
 - Community Pharmacy Enhanced Service: COVID-19 vaccination programme: 1 September 2024 to 31 March 2026
 - Community pharmacy advanced service specification: Seasonal influenza vaccination, 1 September 2024 to 31 March 2025
- General practice:
 - General Practice Enhanced Service Specification: COVID-19 vaccination programme: 1 September 2024 to 31 March 2026
 - 2024-2026 PCN Grouping Template Collaboration Agreement for practices delivering COVID-19 vaccinations and / or synergistic seasonal influenza vaccinations and / or co-administrated COVID-19 and seasonal influenza vaccinations
 - General Practice Enhanced Service Specification: Seasonal influenza vaccination programme 2024/25
 - General Practice Enhanced Service Specification: Childhood seasonal influenza vaccination programme 2024/25
- NHS Standard Contract Schedules:
 - COVID-19 vaccination programme: Schedule (2A) 1 September 2024 to 31 March 2026
 - COVID-19 vaccination programme: Schedule 3 – Payment
 - COVID-19 vaccination programme: Schedule 6A – Contract Management, Reporting and Information Requirements
- Site Sign-up Process for Suppliers (the "[Guidance](#)")
- Available on the [NHSBSA website](#):
 - This Terms of Participation (the "**Terms**") Document
 - A copy of the Response Document questions
 - Standard Selection Questionnaire (SQ) (for those who do not / will not hold (by the service Commencement Date) an NHS Standard Contract (not including the contract that this process may lead to);

or a GMS, PMS or APMS contract; or are not on the pharmaceutical list)

All correspondence regarding this procurement should be via mys@nhsbsa.nhs.uk. The NHS Business Services Authority (NHSBSA) will be providing the platform that is used by NHS England to conduct its procurement activity.

Yours sincerely

Janice Brodie
Procurement Manager

TERMS OF PARTICIPATION – DIRECT AWARD PROCESS B OF THE PSR ("TERMS")

All correspondence regarding this procurement should be sent via the NHSBSA to mys@nhsbsa.nhs.uk.

Any actual or attempted communication with NHS England or its advisers outside of the above contact point (unless specifically requested by NHS England) will not be considered or responded to.

1 IMPORTANT INFORMATION

- 1.1 These Terms are issued to Potential Suppliers, their professional advisers and other parties essential to preparing a Response Document for the Services and for no other purpose.
- 1.2 These Terms should be read in conjunction with the Site Sign-up Process Guidance ("the Guidance"). Both these Terms and the Guidance supersede all previously published documentation relating to this COVID-19 vaccination Site Sign-up Process and any previous selection process for the same or similar services to the Services. These Terms and any supplementary documents should be read as a standalone suite of documents. Subsequent documents may be published and will form part of these Terms if required. Any additional and/or subsequent documents that are published will be notified to all Potential Suppliers. Reference to capitalised terms are as defined under the Guidance or Contractual Agreement unless otherwise indicated.
- 1.3 These Terms and any other documentation sent to you in respect of this Site Sign-up Process are provided on the basis that they remain the property of NHS England and must be treated as confidential and are not copied, reproduced, distributed, or passed to any other person at any time, save for the purpose of enabling the Potential Supplier to submit a Response Document. If you are unable or unwilling to comply with this requirement you are required to destroy these Terms, the copy of the Response Document, and the Guidance along with all associated documents immediately and not to retain any electronic or paper copies.
- 1.4 No Potential Supplier will undertake any publicity activities with any part of the media in relation to the Services or this Site Sign-up Process without the prior written agreement of NHS England, including agreement on the format and content of any publicity.
- 1.5 These Terms are made available in good faith and are not intended to provide the basis of any investment decision or recommendation. The paragraphs under these Terms are not and should not be relied on as a promise or representation. No warranty is given as to the accuracy or completeness of the information contained in these Terms or the other documents relating to

this process and any liability or any inaccuracy or incompleteness is therefore expressly disclaimed by NHS England and its advisers.

- 1.6 The Terms and Guidance are not intended to form any express or implied contractual relationship between the parties until the contract is awarded in line with the NHS England internal approvals process.
- 1.7 NHS England reserves the right to cancel, amend or vary the Site Sign-up Process including the Key Dates as set out in the Guidance at any point prior to the award of any contract(s) for the Services and with no liability on its part. Potential Suppliers shall be notified of any cancellations, amendments or variations as soon as practicable.
- 1.8 NHS England and/or its advisers are not liable for any costs resulting from any amendment or cancellation of this Site Sign-up Process nor any other costs, charges, fees, expenses, liabilities, claims or disbursements (howsoever arising and including third party costs) incurred by those expressing an interest or submitting a Response Document.
- 1.9 NHS England reserves the right to reject Response Documents that are not submitted in accordance with the instructions given under these Terms and within the Guidance. Rejection of a Response Document will result in disqualification from the Site Sign-up Process. Disqualification from the Site Sign-up Process or in any of the circumstances set out within these Terms will mean that the Potential Supplier's submission will not be considered any further.
- 1.10 Where there is any indication that any actual or potential conflict of interests exist or may arise then it shall be the responsibility of the Potential Supplier to inform NHS England detailing the conflict in writing and setting out how it can be adequately managed and emailing this information to mys@nhsbsa.nhs.uk. If a conflict of interest cannot be effectively managed, a Potential Supplier may be disqualified from the Site Sign-up Process. NHS England will be the final arbiter on cases of potential conflict of interest. Failure to notify NHS England of any actual or potential conflict of interest will invalidate any verbal or written agreement.
- 1.11 If there is any change to a Potential Supplier's standing at any time during the Site Sign-up Process and/or any subsequent Contractual Agreement which means that (a) information submitted by the Potential Supplier in their Response Document is no longer correct, or (b) the Potential Supplier's ability to perform a Contractual Agreement materially deteriorates, the Potential Supplier shall immediately inform their NHS England Regional Team in writing. NHS England reserves the right to reconsider the matters considered in the Guidance and/or Response Document and/or to disqualify any Potential Supplier whose circumstances change to the extent that the Potential Supplier ceases to meet the Minimum Requirements in the Guidance and Response Document, or who makes material changes to any aspect of its Response Document, unless substantial justification can be provided to the satisfaction of NHS England and such change is in accordance with the requirements of the PSR.

- 1.12 If there is any change in the proposed composition of the Potential Supplier during the Site Sign-up Process, the Potential Supplier shall immediately inform their NHS England Regional Team and seek approval in advance for such change. If such approval is not obtained, NHS England reserves the right to disqualify the Potential Supplier.
- 1.13 If information given by the Potential Supplier in their Response Document is found to be false or misleading by NHS England, the Potential Supplier's Response Document may be disqualified and/or NHS England may not proceed with any decision made to award that Potential Supplier a Contractual Agreement.
- 1.14 NHS England may, at its sole discretion, require clarification of a Potential Supplier's Response Document and will contact the Potential Supplier as necessary for any clarification required. NHS England is under no obligation to clarify any part of a Response Document.
- 1.15 Where NHS England contacts the Potential Supplier to seek clarification or further information, the Potential Supplier must provide the information requested by the date specified by NHS England. If the Potential Supplier fails to provide the information requested by the date specified by NHS England, this may result in the Potential Supplier's Response Document being disqualified in which case that Potential Supplier's submission will not be considered any further.
- 1.16 Potential Suppliers are deemed to understand fully the processes that NHS England is required to follow under relevant legislation, particularly in relation to the PSR.
- 1.17 All Central Government Departments and their Executive Agencies and Non-Departmental Public Bodies are subject to control and reporting within Government. In particular, they report to the Cabinet Office and HM Treasury for all expenditure. Further, the Cabinet Office has a cross-Government role delivering overall Government policy on public procurement, including ensuring value for money and related aspects of good procurement practice. For these purposes, NHS England may disclose within Government any of the Supplier's documentation/information (including any that the Potential Supplier considers to be confidential and/or commercially sensitive such as specific information provided in the Response Document(s)) submitted by the Potential Supplier to NHS England during this Site Sign-Up Process. The information will not be disclosed outside Government pursuant to this paragraph 1.17.
- 1.18 Potential Suppliers taking part in this Site Sign-up Process consent to all of the requirements set out in the Guidance, these Terms and the Response Document.
- 1.19 All correspondence relating to the Site Sign-up Process will be addressed to each Potential Supplier's nominated contact. The nominated contact must have full authority to represent the Potential Supplier and attend any meetings (if so requested by NHS England and notified to the Potential Supplier) on the Potential Supplier's behalf.

- 1.20 NHS England will not be responsible for contacting the Potential Supplier through any route other than the nominated contact(s) provided as part of the Response Document submission. Any amendment to the nominated contact must be clearly identified.
- 1.21 Where a Potential Supplier intends to use sub-contractors to provide any of the Services, it will be the responsibility of the Potential Supplier to provide such sub-contractors with all necessary information in respect of the Response Document.
- 1.22 We expect the highest standards of business ethics from Suppliers and their agents in the supply of goods and services funded by the public purse. We expect that Suppliers comply fully with all laws, regulations and standards that are applicable to their business and operations. Suppliers, and their named subcontractors, are also expected to ensure that their suppliers and supply chain also comply with, or observe, the obligations and expectations outlined below, as applicable. In selecting Suppliers, NHS England checks that it is contracting with reputable bodies. These checks are conducted in line with procurement regulations that guarantee fair access to opportunities for all Suppliers and equal treatment during selection processes.
- 1.23 We expect suppliers to speak out, without fear of consequences, when a project or service is unlikely to succeed because of our behaviours or lack of good governance. For contracts that deliver goods and/or services to users with particular needs, physical or mental, that place them in a vulnerable position, suppliers should ensure that they are treated with dignity and respect. In the spirit of investing in mutually supportive relationships, all parties are expected to be prepared to share intelligence of supply chain risks, so that these can be mitigated.
- 1.24 Any and all forms of bribery, corruption and extortion are strictly prohibited and may result in immediate contract termination, legal action and any other form of action specified in any contract. Suppliers shall comply with all applicable national and international anti-bribery legislation and standards, including, but not limited to, The Bribery Act 2010. Suppliers shall not offer or provide money or gifts to anyone where it is probable that all or part of the money or gift is being used to influence decisions that may result in a commercial advantage for the Supplier.
- 1.25 Suppliers and their named subcontractors shall comply with all applicable laws, regulations and standards relating to health and safety in the workplace or any location other than the workplace where production, manufacture or work is undertaken. Suppliers should demonstrate an active commitment to creating health-improving workplaces that is co-produced with employees and illustrates an active monitoring approach that utilises evidence-based practice for employer-led health improvement. NHS England commits to supporting suppliers in this through sharing our own learning and experiences of monitoring and improving workplace health with our supply chain.
- 1.26 Suppliers and their sub-contractors must comply with all applicable human rights and employment laws in the jurisdictions in which they operate. Suppliers and their named sub-contractors shall ensure that slavery, including

forced and compulsory (bonded) labour and human trafficking are not present in their business and operations. Suppliers and their sub-contractors shall comply with the provisions of the Modern Slavery Act 2015. Where Suppliers are required to publish an annual slavery and human trafficking statement, this should be shared this with NHS England.

- 1.27 Suppliers shall comply with national laws regarding working hours, wages and benefits and shall put mechanisms in place to ensure that their supply chains also comply with relevant national laws. Suppliers are expected to work towards good practice in paying reasonable living wages.
- 1.28 The Supplier and their named subcontractors shall not discriminate on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, and sex and sexual orientation. Suppliers should have, or work towards, a published diversity and inclusion policy, an action plan to improve diversity and inclusion in the workplace, and embedded good practice for workplace inclusion across all protected characteristics, including additional ones as articulated in NHS England's Diversity and Inclusion objectives.
- 1.29 It is essential that Suppliers safeguard the integrity and security of their systems and comply with the relevant government standards and guidance. Suppliers must inform the National Cyber Security Centre if they become aware of any cyber security incident that affects or has the potential to affect NHS England data.
- 1.30 Suppliers are expected to comply with the provisions in their contracts and any legal requirements to protect sensitive information. Suppliers to NHS England may also be party to confidential information that is necessary for them to be effective partners. This information, even if it is not covered by contractual provisions, should be handled with the same care as information of similar sensitivity in the Supplier's own organisation.

Freedom of Information and Environmental Information Statement

- 1.31 NHS England is subject to the Freedom of Information Act 2000 (the "FOIA") and the Environmental Information Regulations 2004 ("EIR").
- 1.32 As part of NHS England's duties under the FOIA or EIR, it may be required to disclose information concerning the Site Sign-up Process or the awarded Contractual Agreement to anyone who makes a request.
- 1.33 If Potential Suppliers submitting information as part of the Response Document consider that any of the information given in their response is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then the Potential Supplier should clearly mark this in their Response Document as **'Not for disclosure to third parties'** and give valid reasons in support of the information being exempt from disclosure. This information should be provided in the Response Document.
- 1.34 If a Potential Supplier wishes NHS England to treat a question/clarification as confidential it must state this when submitting the question/clarification in their

Response Document. If NHS England determines at its sole discretion that the question/clarification is not confidential, NHS England will inform the Potential Supplier and it will have an opportunity to withdraw it. If the query is not withdrawn, the response will be issued to all Potential Suppliers. In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that NHS England accepts any duty of confidentiality by virtue of such marking. You accept that the decision as to which information will be disclosed is reserved to NHS England, notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made.

- 1.35 NHS England will aim to consult with Potential Supplier and consider comments and any objections before NHS England releases any information to a third party under the FOIA and/or the EIR. However, irrespective of whether a Potential Supplier has marked information as '**Not for disclosure to third parties**' and / or completed the third party disclosure question in the Response Document, NHS England shall determine in its absolute discretion whether any information is:
- exempt from the FOIA or the EIR; or
 - to be disclosed in response to a request of information.
- 1.36 NHS England must make its decision on disclosure in line with the provisions of the FOIA or the EIR and can only withhold information if it is covered by an exemption from disclosure under either.
- 1.37 NHS England will not be held liable for any loss or prejudice caused by the disclosure of information that:
- has not been clearly marked as '**not for disclosure to third parties**' with adequate and valid supporting reasons (referring to the relevant category of exemption under the FOIA or the EIR where possible);
 - does not fall into a category of information that is exempt from disclosure under the FOIA or the EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or
 - is in the public interest to disclose and there is no legal duty to withhold it.

Data Protection Statement

- 1.38 NHS England will collect, hold and use personal data obtained from and about the Supplier and its staff during the course of the Site Sign-up Process ("Personal Data"). This makes NHS England a "data controller".
- 1.39 The Personal Data provided by the Potential Supplier to NHS England may include names of individuals and job titles and the information requested in the Response Document and Selection Questionnaire. Where the Potential Supplier provides information to NHS England, it warrants, on a continuing basis, that it has:

- informed the relevant individuals about the contents of this Data Protection Statement;
- all requisite authority and has obtained and will maintain all necessary consents required under the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679), as incorporated into UK legislation by way of the European Union (Withdrawal Agreement) Act 2020 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, and any applicable national implementing laws as amended from time to time, the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy, the Privacy and Electronic Communications (EC Directive) Regulations 2003, and all applicable law about the processing of personal data and privacy (including any codes of conduct and guidance issued by the Information Commissioner's Office) ("the Data Protection Legislation"); and
- otherwise fully complied with all of its obligations under the Data Protection Legislation, in order to disclose to NHS England, the Personal Data, and allow NHS England to carry out the Site Sign-up Process. The Potential Supplier shall immediately notify NHS England if the legal basis on which the Personal Data is shared is revoked or changes in a way which would impact on NHS England's rights or obligations in relation to such Personal Data.

1.40 NHS England collects Personal Data from a number of different sources, including:

- directly from the Potential Supplier;
- the Site Sign-up platform (NHSBSA portal);
- Financial credit agencies; and
- Search engines on the internet.

1.41 NHS England may use the Personal Data for a number of different purposes. Generally, NHS England will rely on the following legal grounds, as appropriate:

- the purposes of administering the Site Sign-up Process as contemplated by the Guidance and the Terms issued by NHS England and for contract management of any Contractual Agreement subsequently awarded. The processing is necessary for the purpose of entering into or performing a Contractual Agreement with the Potential Supplier;
- in accordance with a legal or regulatory obligation to use the Personal Data;
- for establishing, exercising or defending its legal rights, such as when it is faced with legal proceedings or wants to bring legal proceedings itself. NHS England will rely on this ground where it is necessary to resolve any complaint made against NHS England or in compliance with its legal or regulatory obligations;

- where there is an appropriate business need to use the Personal Data, such as maintaining business records, training and quality assurance;
 - for reasons of substantial public interest;
 - where consent has been provided for use of the Personal Data. NHS England will rely on this ground where holding, reviewing and evaluating the information provided by the Potential Suppliers as part of the Site Sign-up Process, corresponding with the Potential Suppliers and disclosing the results of the Site Sign-up Process, as well as for the purpose of entering into any Contractual Agreement which may be awarded under this Site Sign-up Process.
- 1.42 From time to time, NHS England may share the Personal Data with third parties, such as auditors, legal advisers and financial advisers. It will keep the Personal Data confidential and only share it with these third parties for the purposes explained in paragraph 1.40 above.
- 1.43 NHS England will only keep the Personal Data for as long as reasonably necessary to fulfil the relevant purposes set out at paragraph 1.41. NHS England is also required to keep certain information in order to comply with its legal and regulatory obligations. The exact time period will depend on the individual's relationship with NHS England and the type of personal information that is held. For example, if the Potential Supplier is awarded a Contractual Agreement as part of the Site Sign-up Process, then NHS England will keep the Personal Data for longer than if the Potential Supplier is unsuccessful and for a period of at least 3 years from the date of the award of any Contractual Agreement. If further information is required regarding the periods for which the Personal Data will be stored, please contact NHS England.
- 1.44 NHS England uses a range of organisational and technical security measures to protect Personal Data, including firewalls and access controls, which it reviews periodically. It also ensures that its employees receive appropriate data security training.
- 1.45 Under data protection law, individuals have certain rights in relation to the personal information that is held about them. There will not usually be a charge for dealing with these requests. Where NHS England holds information relating to an individual, the individual in question may exercise their rights any time by contacting NHS England directly.
- 1.46 In some cases NHS England may not be able to comply with a request (for example, where there is a conflict with its own obligations, or to comply with other legal or regulatory requirements). However, it will always respond to any request made by an individual, and if it cannot comply with the request, will explain why.
- 1.47 In some circumstances exercising some of the rights (including the right to erasure, the right to restriction of processing and the right to withdraw consent) will mean the Site Sign-up Process may be affected or the Supplier will not be able to continue participating. Special attention is drawn to the

consequences of a request for deletion, as this may lead to an alteration of the terms of the Site Sign-up Process and lead to exclusion.

1.48 The rights referred to in paragraph 1.47 include:

- the right to access personal information – an individual is entitled to a copy of the personal information NHS England holds about them and certain details of the information is used. The information will usually be provided in writing, unless otherwise requested, or if the request has been made by electronic means, the information will be provided by electronic means where possible;
- the right to rectification – NHS England takes reasonable steps to ensure that the information it holds is accurate and complete. Where an individual does not believe that is the case, they can ask NHS England to update or amend it;
- the right to erasure – in certain circumstances, an individual can ask NHS England to erase their personal information, for example where the personal information collected is no longer necessary for the original purpose or where they withdraw their consent. However, this will need to be balanced against other factors. For example, NHS England may have legal and regulatory obligations which means it cannot comply with the request;
- the right to restriction of processing – in certain circumstances, individuals are entitled to ask NHS England to stop using their personal information, for example where they think that the personal information held may be inaccurate or where they think that NHS England no longer needs to use the personal information;
- the right to data portability – in certain circumstances, individuals have the right to ask that NHS England transfers personal information that they have provided to NHS England to another third party of their choice;
- rights relating to automated decision making – sometimes NHS England may make decisions using automated means. NHS England will not make automated decisions using sensitive personal information without first asking for the individual's consent. If an individual has been subject to an automated decision and does not agree with the outcome, they can contact NHS England and ask it to review the decision. It is unlikely that any information held by NHS England for the purposes of this Site Sign-up Process will be subject to automated decision making;
- the right to withdraw consent – for certain uses of personal information, NHS England will ask for an individual's consent. Where NHS England does this, the individual has the right to withdraw their consent to further use of their personal information. Please note that for some purposes, NHS England may need an individual's consent in order to continue with the Site Sign-up Process. Withdrawal of consent may affect the Site Sign-up Process and may mean that the Supplier will not be able to continue participating. NHS England will advise the individual of this at the point they seek to withdraw consent;

- the right to lodge a complaint with NHS England – an individual has a right to complain to NHS England if it believes that any use of their personal information is in breach of applicable data protection laws and regulations. More information can be found on NHS England's website: <https://www.england.nhs.uk/>. Making a complaint will not affect any other legal rights or remedies that the individuals have.

1.49 If the Potential Supplier or an individual in respect of whom NHS England holds Personal Data requires further information about any of the matters in these paragraphs 1.38 to 1.48 or have any other questions about how NHS England collects, stores or uses personal information, they may contact NHS England's data protection officer by e-mailing us at england.dpo@nhs.net.

Equality Statement

1.50 Promoting equality and addressing health inequalities are at the heart of NHS England's values. Throughout the development and implementation of the Contractual Agreement, NHS England will:

- give due regard to the need to eliminate discrimination, harassment and victimisation, to advance equality of opportunity, and to foster good relations between people who share a relevant protected characteristic (as cited under the Equality Act 2010) and those who do not share it; and
- give priority regard to the need to reduce inequalities between individuals in access to, and outcomes from healthcare services and to ensure services are provided in an integrated way where this might reduce health inequalities. This may involve targeting and tailoring of the Services as necessary in order to meet need.

Consortium Requirements

1.51 A consortium is an arrangement between two or more Potential Suppliers who intend to cooperate and rely on each other's expertise and capabilities in submitting a Response Document ("Consortium"). For the avoidance of doubt, a Consortium includes a group of GP Practices that intend to collaborate to deliver the COVID-19 vaccination service under a GP ES. Please note the following instructions if you are bidding as a Consortium:

- If the Consortium is required to submit a Selection Questionnaire, it must identify all members of the Consortium and nominate a lead member within its Selection Questionnaire Submission. Part One and Part Two of the Selection Questionnaire must be answered by each member of the Consortium;
- Only the lead member of a Consortium needs to submit a Response Document; and
- any changes to the composition of the Consortium during the Site Sign-up Process must be notified to their NHS England Regional Team immediately. If a member leaves and is not intended to be replaced, NHS England will consider whether the remaining entity would alone meet the Minimum Requirements. If a new Consortium member joins the

Consortium, the new Consortium member may be required to complete the Selection Questionnaire (if the Consortium is required to do so pursuant to the Minimum Requirements). NHS England will apply the Minimum Requirements set out in the Guidance to the reconstituted Consortium. Should NHS England consider that the remaining/new entity would fail to satisfy the Minimum Requirements, it reserves the right to exclude the Potential Supplier from the procurement process (in which case that Potential Supplier's submission would not be considered any further). Alternatively, NHS England may require a change in the relevant Consortium as a condition of continuing in the Site Sign-up Process.

Declarations

- 1.52 Potential Suppliers will be requested to confirm on the Response Document their acceptance of the statements and compliance with all the requirements as detailed in these Terms.

Social Value

- 1.53 Following the introduction of [Procurement Policy Note 06/20 – 'Taking account of social value in the award of central government contracts'](#), the declaration within the Response Document, will ask Potential Suppliers to confirm that they are taking steps to reduce their greenhouse gas emissions over time. This will allow NHS England to assess the market and its readiness to make that commitment.

2 SITE SIGN-UP PROCESS TIMETABLE

- 2.1 All dates specified in the Key Dates within the Guidance are provisional and may be subject to change at the discretion of NHS England. Potential Suppliers should note that the timetable does not (and does not purport to) restrict applications after the Interim Response Deadline for the Autumn/Winter 2024-2025 Campaign as NHS England will continue to accept Response Documents after this date has passed.
- 2.2 However, the Services for the Autumn/Winter 2024/25 Campaign are due to launch on 1st September 2024. If Potential Suppliers would like to ensure they have a Contractual Agreement in place to participate in the Autumn/Winter 2024/25 Campaign (i.e. from 1st September 2024), subject to satisfying the Minimum Requirements and Stage 3 process pursuant to the Guidance, Potential Suppliers must submit their Response Documents by the Interim Response Deadline for the Autumn/Winter 2024/25 Campaign specified in the Guidance.
- 2.3 Response Documents submitted after an Interim Response Deadline (but before the Final Response Deadline) will lead to the Potential Supplier, if successful, commencing service delivery at the beginning of the immediately following Campaign (provided that the Response Document is submitted

before the Interim or Final Response Deadline immediately preceding that Campaign (as applicable)).

- 2.4 For example, if a Response Document is submitted after the Interim Response Deadline for the Autumn/Winter 2024/25 Campaign but before the Interim Response Deadline for any Spring/Summer 2025 Campaign, the Potential Supplier would, if successful, commence service delivery at the beginning of the next Campaign that is announced.
- 2.5 As the details of future Campaigns have not yet been confirmed, future Interim Response Deadlines (and any Final Response Deadline) will be communicated via the [NHSBSA website](#).

3 INSTRUCTIONS FOR COMPLETING THE RESPONSE DOCUMENTS

- 3.1 Please refer to the [Guidance](#) for full instructions on completing a Response Document. The Guidance must be followed and the Response Document completed in full in order for a Contractual Agreement to be awarded.

General Points to Note

- 3.2 In evaluating Response Documents, NHS England will only consider information provided in the Potential Supplier's Response Document submitted via the NHSBSA platform.
- 3.3 Potential Suppliers should not assume that NHS England has any prior knowledge of the Potential Supplier, its practice or reputation, or its involvement in existing services, projects or procurements.
- 3.4 Questions may be evaluated by different evaluation panel members so responses should be complete and not refer to information submitted in response to another question.
- 3.5 Response Documents must not be qualified or caveated in any way. Any attempt to qualify or caveat any of the provisions under these Terms including its schedules may result in a Potential Supplier being disqualified as non-compliant.

Clarification

- 3.6 Potential Suppliers are urged to review the Guidance and associated documentation immediately upon receipt and identify and submit any clarification request as soon as possible and, in any event, no later than the Clarification Deadline.
- 3.7 Any requests for clarification must be made by emailing mys@nhsbs.nhs.uk. NHS England will not respond to any clarification questions submitted through any other medium, or to any other member of NHS England except in accordance with these Terms.
- 3.8 NHS England's response to clarification requests will be published via a Clarifications Response Log on the [NHSBSA website](#) which will be published

as outlined in the Key Dates in the [Guidance](#). Please note that NHS England reserves the right to alter the publication interval should it be necessary. Any changes to the publication interval shall be notified to all Potential Suppliers as soon as practicable.

- 3.9 Any clarification request or response containing information that is of relevance to all Potential Suppliers shall, in the interests of conducting a fair, transparent and proportionate process pursuant to Direct Award Process B, be provided to all Potential Suppliers via the [NHSBSA website](#).
- 3.10 If a Potential Supplier does not wish a query or response to be disclosed to other Potential Suppliers, they must communicate this and the reason why with the clarification question. NHS England will consider the request whether it is appropriate to disclose the question and/or the response to other Potential Suppliers. In such cases the Potential Supplier will be entitled to withdraw the question. If the query is not withdrawn, the response will be issued to all Potential Suppliers.

Communication with Suppliers

- 3.11 During the period where the Response Documents are live if NHS England needs to communicate a message to **all** Potential Suppliers, it will do this by posting a notice on the [NHSBSA website](#). The onus is on the Potential Supplier to make sure they check the website for any updates.
- 3.12 All other communication with Potential Suppliers outside of the platform when necessary will be done by the [relevant Regional NHS England team](#) (or see [NHSBSA website](#)).

Queries

- 3.13 All queries should be submitted to the NHSBSA Admin Team (mys@nhsbsa.nhs.uk, open Monday to Friday 8am – 4pm). NHS England will not respond to any queries raised via any method other than the NHSBSA and we advise Potential Suppliers not to rely on communications issued via any other method.
- 3.14 Answers to clarification questions will be available as outlined in paragraph 3.8.
- 3.15 For technical queries about the platform we are using to receive Response Documents, the NHSBSA will answer directly and help solve any issues.
- 3.16 Potential Suppliers who need to amend an error in an already submitted Response Document must contact their local NHS England Regional Team to notify them of the Response Document form the error relates to (e.g. by providing the ODS code, Supplier name and Response Document type), the data field that was in error and what it should be corrected to. All identified errors must be submitted to the Regional Team before contract award. Any errors that do or could affect the Potential Supplier's ability to satisfy one or more of the Minimum Requirements will lead to that Supplier being re-assessed against the relevant Minimum Requirement(s) and that Supplier will

be excluded from the Process (and not considered any further or awarded a contract) should NHS England determine that the Potential Supplier no longer satisfies the relevant Minimum Requirement(s). A Potential Supplier identifying an error after a response deadline may lead to that Supplier not commencing service delivery until the beginning of the following Campaign.

- 3.17 Potential Suppliers who have not had any contact from their appropriate Regional Team by the 'Deadline for the Commissioner to notify those who have submitted a Response Document of the commissioning outcome' (as stated in the Key Dates in the Guidance), may contact the appropriate Regional Team after this date. The NHSBSA and the NHS England national team will not be able to provide updates on the status of Potential Suppliers' response. The Regional Team will not be able to provide individual confirmation of receipt of Response Documents.
- 3.18 Contact details for NHS England Regional Teams can be found on the [NHSBSA website](#) or on the [FutureNHS Collaboration Platform](#).

Evaluation of Responses

- 3.19 Responses will be evaluated in line with the [Guidance](#).

Notification of Award

- 3.20 A Contract award notification letter will be sent to all successful suppliers.