

Invitation to Tender

Clinical Audit Product Development Instructions to Bidders

On behalf of Healthcare Quality Improvement Partnership (HQIP)

CONTENTS

Instructions to Bidders	4
1 INTRODUCTION	4
2 BACKGROUND	4
3 TENDER DOCUMENTS	5
4 AMENDMENTS TO TENDER DOCUMENTS	5
5 TENDER PRICES.....	5
6 TENDER SUBMISSIONS	6
7 MODIFICATION OF TENDERS.....	8
8 TENDER OPENING	8
9 TENDER EVALUATIONS	8
10 NOTIFICATION OF AWARD OF THE CONTRACT	9
11 CONDITIONS FOR TENDERING	9
12 BIDDER’S WARRANTIES	10
Form of Tender	12
Guarantee Undertaking and Parent Company Guarantee	16
Deed of Guarantee and Indemnity	17
Administrative Instructions	20
Conditions of Contract	22
Service Specification	24
1 Introduction.....	24
2 Local Clinical Audit	24
Price Schedule	27
Tender Evaluation Criteria.....	30

Section 1

Instructions to Bidders

Clinical Audit Product Development Instructions to Bidders

On behalf of Healthcare Quality Improvement Partnership (HQIP)

Instructions to Bidders

1 INTRODUCTION

- 1.1 Healthcare Quality Improvement Partnership (HQIP) is inviting tenders for the supply of services relating to national clinical audit.
- 1.2 Tenders are requested to be submitted for the whole of the Services.
- 1.3 The start date for the provision of services under the contract is anticipated to be within 90 days of the tender evaluation.

Should any prospective bidder have any query in connection with any of the Tender Documents, the Healthcare Quality Improvement Partnership's (HQIP) contract officer shall endeavour to answer **WRITTEN ENQUIRIES** made no later than 5 days before tender closing date. The contact officer is:

Irene.Walker@hqip.org.uk

Victor.Ogunyemi@hqip.org.uk

Helen.Laing@hqip.org.uk

Telephone enquiries will not be accepted

- 1.4 Except insofar as may be authorised by the contact officer, no agent or employee of HQIP has any authority to make any representation, or explanation, to bidders, or those desirous of tendering, as to the meaning of the Conditions of Contract, the Services Specification, or any other Tender Document, or as to anything to be done or not to be done by the bidder or the successful bidder or as to these instructions or as to any other matter or thing so as to bind HQIP or bind or fetter the judgement or discretion of the any Healthcare Authorised Officer in the exercise by him or her of his or her powers and duties under the Contract.
- 1.5 The bidder is responsible for obtaining all information necessary for the preparation of its Form of Tender and all costs, expenses and liabilities incurred by a bidder in connection with the preparation and submission of a Form of Tender shall be borne by the bidder.
- 1.6 Words defined in the Conditions of Contract shall have the same meanings in the Form of Tender, these Instructions to bidders and the Service Specification.

2 BACKGROUND

- 2.1 n/a

3 TENDER DOCUMENTS

- 3.1 Tenders shall be submitted in accordance with the following instructions.
- 3.2 The Service Specification Form **MUST** be used for the purposes of evaluation.
- 3.3 All pages of the Tender shall be sequentially numbered (including any forms to be signed and returned).
- 3.4 The bidder is expected to examine all of the Instructions, Forms, Terms and Conditions and Specifications that comprise of the Tender Documents. Unless all of the information required is provided by the bidder, the Tender may be rejected.
- 3.5 Tender Documents and all copies thereof are and shall remain the property of the HQIP and must be returned on demand and, save for the purposes of the Tender, must not be copied or reproduced.
- 3.6 A bidder will be deemed for all purposes connected with the Form of Tender and the Contract to have carried out all researches, investigations and enquiries which can reasonably be carried out and to have satisfied itself as to the nature, extent, volume and character of the Services (in the context of and as it is described in the Service Specification), the extent of the premises, personnel, materials and equipment which may be required and any other matter which may affect its Form of Tender. The bidder shall have no claim whatsoever against the HQIP in respect of such matters and in particular (but without limitation) the HQIP shall not make any payments to the bidder save as expressly provided for in the contract and (save to the extent set out in the contract) no compensation or remuneration shall otherwise be payable by the HQIP to the bidder in respect of the services by reason of the scope of the Services being different to that envisaged by the bidder or otherwise.
- 3.7 The Form of Tender, the Conditions of Contract and the Services Specification and all other documentation issued and information supplied by the HQIP relating to the tender (“the Tender Documents”) shall be treated by the bidder as private and confidential for use only in connection with the Tender and any resulting contract and shall not be disclosed in whole or in part to any third party without the prior written consent of the HQIP.

4 AMENDMENTS TO TENDER DOCUMENTS

- 4.1 At any time prior to the deadline for receipt of Tenders, the HQIP may modify the Tender Documents by amendments in writing and such amendments will be issued to bidders and will be deemed to then form part of the Tender Documents.
- 4.2 The HQIP may, at its own discretion, extend the deadline for Tenders to allow for significant amendments to be fully assessed and taken into account.
- 4.3 The HQIP may, at its own discretion, extend the closing date and/or time for receipt of tenders, and any such extension will apply to all bidders.

5 TENDER PRICES

- 5.1 The Tender prices must be quoted in pounds sterling (£) **both inclusive and exclusive** of VAT.
- 5.2 The Price Schedule
 - (a) The bidder must complete in full the Price Schedule (where this is enclosed within Section 4 of the Tender Documents). Where required a separate price must be stated for each individual component of activity set out.
 - (b) The price submitted by the bidder in the Price Schedule shall be the overall cost of supply of services, expressed as a gross amount

- (c) All costings used to derive expenditure figures shall be those currently in force and Bidders shall not enhance such figures without so indicating in this submission.

5.3 If the bidder is a subsidiary company, the Guarantee of Undertakings (Section 1 of the Tender Documents) must also be completed by the ultimate holding company of the Bidder.

6 TENDER SUBMISSIONS

6.1 A signed copy of the Form of Tender must be returned with your submission.

6.2 The Form of Tender, must be duly completed, signed and dated by the bidder and submitted with:

- (a) the Deliverable and Price Schedule (Section 4 of the Tender Documents) duly completed in all respects;
- (b) the Service Specification, Conditions of Contract and all other Tender Documents attached to or supplied with these Instructions to Bidders;
- (c) if the bidder is a subsidiary company, the Guarantee of Undertaking duly completed and signed.

6.3 The Form of Tender must be signed:

- (a) where the bidder is an individual, by that individual;
- (b) where the bidder is a partnership, by at least two duly authorised partners;
- (c) where the bidder is a company, within the meaning of the Companies Acts, by two directors or by a director and the secretary of the company, such persons being duly authorised for that purpose;
- (d) where the bidder is a registered charity (but not a company), by at least 2 duly authorised Trustees;

and the bidder shall produce forthwith upon request by the HQIP documentary evidence of any authorisation referred to in conditions (a), (b) and (c) of these Instructions to bidders.

6.4 bidders shall notify the HQIP of any errors, omissions or details contained within the tender documents, which precludes them from tendering for the services.

6.5 Only prices shown in the Price Schedule will be regarded as part of the tender.

6.6 You may tender for all or part of the Clinical Audit Product Development Programme, a full list inclusive of reference numbers is shown below, **please ensure you clearly mark your tender with the full title and reference number of the works you are bidding for.**

6.7 **Failure to clearly identify all your documentation submitted as part of your tender response could result in your bid being considered non compliant.**

Clinical Audit Product Development Topics List

Project / Contract Name	HQIP Reference Number
Clinical Audit Programme Guidance Tools	HQIP CA PD 001
Using Statistics In Clinical Audit	HQIP CA PD 002
Clinical Audit and Commissioning	HQIP CA PD 003
Clinical Audit and Contracting	HQIP CA PD 004
Clinical Audit and Management Database	HQIP CA PD 005
Clinical Audit Policy	HQIP CA PD 006
Clinical Audit Strategy	HQIP CA PD 007
Using Audit for NICE Compliance	HQIP CA PD 008
Audit, Research and Service Evaluation Guide	HQIP CA PD 009
Information Governance and Audit Guide	HQIP CA PD 010
When to apply for PIAG Approval Guide	HQIP CA PD 011
Code of Practice for professionals undertaking Clinical Audit	HQIP CA PD 012
Template Clinical Audit Report	HQIP CA PD 013
Template Annual Clinical Audit Report	HQIP CA PD 014
Job Descriptions & KSF Outlines	HQIP CA PD 015
Clinical Audit Awareness Training Resource Pack	HQIP CA PD 016
Clinical Audit Training (Methodology) for Clinicians	HQIP CA PD 017
Implementing Local Change from National Clinical Audit Projects	HQIP CA PD 018
Healthcare Records Audit Template	HQIP CA PD 019
Consent Audit Template	HQIP CA PD 020

- 6.8 Please provide **FOUR hard copies** of the tender documentation and **ONE CD** as your submission.
- 6.9 A plain sealed envelope should be used which does not identify the bidder's name. Please mark all packages **TENDER DOCUMENTATION ENCLOSED** and the reference number **HQIP CA PD 0XX**, using the reference number for the works you are tendering for from the table above.
- 6.10 Any other information requested should be submitted with the Tender. Envelopes that are returned with details of the bidder's company name or address, or any other marking shall be rejected. In particular, bidders should ensure that any postal or courier service used do not mark the envelope in any way such that the identity of the sender

can be ascertained. If more than one envelope is used, envelopes should be taped together securely using self-adhesive tape. Envelopes should be delivered to:

Healthcare Quality Improvement Partnership (HQIP).

Contracts and Procurement Department

TENDER DOCUMENTATION ENCLOSED – HQIP CA PD 00X (*using the reference number for the works you are tendering for from the table above*)

1 Royal Exchange Avenue. EC3V 3LT. London.

Whatever method of tender delivery is chosen shall be entirely at the bidders' risk

Tenders received after **12.00 hours midday on Friday 6TH February 2009** will **NOT** be considered.

- 6.11 The HQIP reserves the right to reject any Tender if the bidder has failed to complete and return all parts of the Form of Tender and requested information.
- 6.12 Bidders must provide **four hard copies** and **one electronic copy** of the Tender on CD. Documents to be provided in Word or PDF format only.

Please note that any Tender received via email or any other means shall not be considered.

- 6.13 All documents attached in or supplied with these Instructions to bidders shall remain the property of HQIP and shall be returned to HQIP by the due date, or destroyed if a Tender is not being submitted, in which case we would request that you confirm your intentions.

7 MODIFICATION OF TENDERS

- 7.1 The Bidder may modify the Tender prior to the deadline for receipt by giving notice in writing. The modification must be sent sealed, in the same manner as the original Tender. The envelope must be identified externally with the ITT reference and bidder's number.
- 7.2 No Tender may be modified after the deadline for receipt.
- 7.3 Tenders may be withdrawn prior to contract award and bidders are required to notify any such intention in writing to HQIP Contracts and Procurement Manager.

8 TENDER OPENING

- 8.1 Tenders will be opened at the address to which they are required to be sent, in the presence of authorised officers.

9 TENDER EVALUATIONS

- 9.1 This is an Invitation to tender only, and HQIP reserves the right to negotiate any or all parts of any offer received from bidders in response to this invitation.
- 9.2 The Contract shall be awarded on the basis of the Tender, which most closely meets the required objectives and is the most economically advantageous to HQIP. The criteria which the HQIP will use to determine that a Tender is the most economically advantageous are set out in Section 5 of the Tender Documents.
- 9.3 The HQIP reserves the right not to award a contract and does not bind itself to accept the lowest priced or any Tender and shall not be liable for any costs incurred in the production of your submission.
- 9.4 The HQIP reserves the sole right to terminate, amend, or vary this procurement procedure by notice in writing. In the event of such termination, amendment, variation,

or otherwise, the HQIP shall not be liable for any costs, expenses or other resources incurred by Bidders.

- 9.5 The HQIP may, unless a bidder expressly and clearly stipulates to the contrary, accept any tender as a whole, or in part only.

10 NOTIFICATION OF AWARD OF THE CONTRACT

- 10.1 The HQIP will notify acceptance of the Tender to the successful Bidder(s) as soon as is reasonably practicable.

- 10.2 Bidders should note that, the HQIP may be required to publish details of the Contract (including the name and address of the successful Bidder(s)) in the Official Journal of the European Union and notify the same details to unsuccessful bidders. Submission of a tender is deemed to be formal authorisation by bidders for the HQIP to publish and notify these details.

11 CONDITIONS FOR TENDERING

- 11.1 Except as otherwise provided, the several documents comprising the contract are to be taken as mutually explanatory of one another.

- 11.2 The bidder shall be deemed to have satisfied itself before submitting its tender as to the accuracy and sufficiency of the contract price stated by it in Section 4 (Deliverable and Price Schedule) of these tender documents which shall (except in so far as it is otherwise provided in the contract) cover all obligations under the contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect its tender.

- 11.3 Any Form of Tender submitted by a bidder in respect of which the bidder:

- (a) has directly or indirectly canvassed any member or official of the HQIP or obtained information from any other person who has been contracted to provide services to the HQIP, concerning the award of the Contract who has directly or indirectly obtained or attempted to obtain information from any such member or official concerning any other bidder or Form of Tender submitted by any other bidder; or
- (b) fixes or adjusts the Contract Price shown in its Section 4 (Deliverables and Price Schedule) of the Tender Documents by or in accordance with any agreement or arrangement with any other person; or
- (c) communicates to any person other than the HQIP the amount or approximate amount of the Contract Price shown in its Section 4 (Deliverables and Price Schedule) of these Tender Documents except where such disclosure is made in confidence in order to obtain quotations necessary to the preparation of the tender or for the purposes of insurance or financing; or
- (d) enters into any agreement with any other person that such other person shall refrain from submitting a Form of Tender or shall limit or restrict the prices to be shown by another bidder in its Form of Tender; or
- (e) offers to agree to pay to any person having direct connection with this Tender or does pay or give any sum of money, inducement or valuable consideration, directly or indirectly, for doing or having done or causing or having caused to be done in relation to any other bidder or any other persons proposed Form of Tender, any act or omission; or
- (f) in connection with the award of the contract commits an offence under the Prevention of Corruption Acts 1889 to 1916; shall not be considered for acceptance and shall accordingly be rejected by the HQIP provided always that such non-acceptance or rejection shall be without prejudice to any other civil

remedies available to the HQIP or any criminal liability which such conduct by a bidder may attract.

- 11.4 The HQIP may in its absolute discretion refrain from considering any Form of Tender if:
- (a) it is not in accordance with these Instructions to Bidders, and all other provisions of the Form of Tender or is in breach of any condition contained in the Conditions of Contract; or
 - (b) the Bidder submitting the Form of Tender makes or attempts to make any variation or alteration to the terms of the Contract, the Form of Tender, the Service Specification or other documentation save where a variation or alteration is invited or permitted by the HQIP; or
 - (c) it contains gaps or omissions.
- 11.5 The Form of Tender shall remain open for acceptance for 90 days.
- 11.6 Any acceptance of the Form of Tender by the HQIP shall be in writing and shall be communicated to the bidder and upon such acceptance the contract shall thereby be constituted and become binding on both parties and, notwithstanding that, the bidder shall upon request of the HQIP execute a formal contract under seal in the form of the Conditions of Contract.

12 BIDDER'S WARRANTIES

- 12.1 In submitting a Form of Tender the bidder warrants and represents and undertakes the HQIP that:
- (a) it has not done any of the acts or matters referred to in condition 11.3 of these Instructions to bidders and has otherwise complied in all respects with these Instructions to bidders;
 - (b) all information, representations and other matters of fact communicated (whether in writing or otherwise) to the HQIP by the bidder or its employees in connection with or arising out of the Form of Tender are true, complete and accurate in all respects;
 - (c) it has made its own investigations and research, has satisfied itself in respect of all matters relating to the Form of Tender, the Service Specification and the Conditions of Contract and that it has not submitted the Form of Tender and will not have entered into the contract in reliance upon any information, representations or assumptions (whether made orally, in writing or otherwise) which may have been made by the HQIP.
 - (d) it has full power and authority to enter into the contract and carry out the services and will if requested produce evidence of such to the HQIP.
 - (e) it is of sound financial standing and the bidder and its directors, officers and employees are not aware of any circumstances (other than such circumstances as may be disclosed in the audited accounts or other financial statements of the bidder previously submitted) which may adversely affect such financial standing in the future;
 - (f) by the commencement date it will procure and during the contract period it will have sufficient working capital, skilled staff, equipment, machinery and other resources available to carry out the services in accordance with the contract and to the standards required in the contract for the contract period; and
 - (g) it has obtained or will have obtained by the commencement date all and any necessary consents, licences and permissions to enable it to carry out the services and will from time to time throughout the contract period obtain and maintain all further and other necessary consents, licences and permissions to enable it to carry out the services.

Section 1 - B

Form of Tender

Clinical Audit Product Development Instructions to Bidders

On behalf of Healthcare Quality Improvement Partnership (HQIP)

SECTION 1 – B - Form of Tender

ITT Ref: HQIP CA PD 0XX

To: THE HEALTHCARE QUALITY IMPROVEMENT PARTNERSHIP (HQIP)

Contract: Clinical Audit Product Development

I/We

carrying on business at

Having examined the Instructions to Bidders, the Conditions of Contract, the Service Specification and all other Tender Documents enclosed under cover of your Invitation to Tender letter dated date of ITT issue. I/We hereby offer and undertake to provide the services in conformity with the Conditions of Contract and the Service Specification and:

- a) at the contract price further particulars of which are set out in Section 4 of the tender documents (Price Schedule); and
- b) subject to the terms and conditions set out in Section 1 of the tender documents (Instructions to Bidders); and
- c) for the contract period.

I/We do hereby offer and undertake to enter into and execute a contract with the Authority on the terms and conditions in the said contract, subject only to the tender qualifications as are stipulated in the Form of Tender part 11 – Tender Qualifications.

I/We agree that the insertion by us of any conditions under part 11 above, qualifying this tender or any unauthorised alteration to any of the tender documents shall not affect the contract unless such are agreed with the HQIP, and may cause the tender to be rejected.

I/We hereby warrant and undertake to you in the terms set out in the Instructions to Bidders.

I/We undertake to keep the Tender open for acceptance by the Authority for a period of ninety (90) days from the tender return date, **12.00 hours midday on Friday 6TH February 2008.**

I/We declare that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender 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 prior to award of this contract:

- (a) Collude with any third party to fix the price of any number of tenders for this contract;
- (b) 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.

*[If our Tender is accepted, we will if and when required by you, forthwith procure that our ultimate holding company will execute and deliver to the Authority a Deed of Guarantee and Indemnity in the form set out in Section 1, Clause 14 of the Tender Documents].

13 Form of Tender cont.

Unless and until a formal Agreement has been executed by us both, in substitution therefore your written acceptance of this Tender with all its enclosures shall constitute a binding contract between us. We understand that you are not bound to accept the lowest price or any tender.

Signed:**
Date
Name:
in the capacity of:
duly authorised to sign
tenders for and on
behalf of :

* *Delete if Bidder is not a subsidiary company*

** *Where the Tender is an incorporated body, the company secretary and a duly authorised director/or two directors should sign.*

Form of Tender - Part ii

**Bidder qualifications to the proposed contract documents
HQIP CA PD 0XX**

The bidder shall list all matters (technical, commercial or contractual) in which his tender varies with the wording of the proposed contract documents.

Clause Reference		Cost Adjustment (£)

Note: The HQIP may reject a tender, which is non-compliant with the proposed contract documents. Bidders submitting qualifications should therefore give explicit justification and reasoning for entering a qualification, and should also give details of the costing necessarily involved for withdrawing any such qualifications, and or any relevant adjustments to the tendered rates/prices.

Section 1 - C

GUARANTEE UNDERTAKING AND PARENT COMPANY GUARANTEE

Clinical Audit Product Development

Instructions to Bidders

On behalf of Healthcare Quality Improvement Partnership (HQIP)

SECTION 1 – C, Guarantee Undertaking and Parent Company Guarantee

ITT Ref: HQIP CA PD 0XX

To: THE HEALTHCARE QUALITY IMPROVEMENT PARTNERSHIP (HQIP)

Contract: *Clinical Audit Product Development*

We,company registration number whose registered office is situated at being the ultimate holding company of[name of subsidiary], hereby irrevocably and unconditionally undertake that, in the event of the tender submitted by [name of subsidiary], being accepted by you and in accordance with the Conditions of Contract we will forthwith and upon request properly execute and deliver you a Deed of Guarantee and Indemnity in the form attached hereto together with a copy of the minutes or a certified copy of an extract from minutes of our company recording the fact that the guarantee is in the interests of our company in carrying out its business and is for its commercial benefit.

Dated2008

SECTION 1 – C, Deed of Guarantee and Indemnity

This Deed of Guarantee and Indemnity is made this [] day of [] 200...

B E T W E E N

(1) [] company registration number whose registered office is situate at (“the Guarantor”)

and

(2) THE HEALTHCARE QUALITY IMPROVEMENT PARTNERSHIP of 1 Royal Exchange Avenue, London EC3V 3LT (“the Authority”)

WHEREAS

This Guarantee and Indemnity is supplemental to a contract (hereinafter referred to as “the Contract”) of today’s date and made between

[] (“the Contractor”) and the Authority,

whereby the Contractor has agreed to perform services (“the Services”) for the Authority under the terms and conditions more particularly described therein.

(B) The Contractor is a subsidiary company of the Guarantor.

(C) The Guarantor has agreed to guarantee the due performance of the Contract in manner hereinafter appearing.

NOW THEREFORE

1. The Guarantor hereby unconditionally and irrevocably guarantees to the Authority that if the Contractor shall in any respect fail to perform all its obligations in accordance with the terms of the contract the Guarantor shall perform or take whatever steps may be necessary to achieve performance of such obligations on simple demand of the Authority; and that if any sums are due and owing to the Authority by the Contractor pursuant to the terms of the Contract and there is any default in any payment of such sums the Guarantor shall forthwith on first demand by the Authority unconditionally pay to the Authority in full the monies which are due to them and unpaid by the Contractor together with all costs and expenses which the Authority may incur in enforcing this Guarantee and Indemnity.
2. The Guarantor hereby unconditionally and irrevocably undertakes fully and promptly to indemnify the Authority against all damages, costs, claims, losses, demands, liabilities and expenses which may be suffered or incurred by the Authority by reason of any default on the part of the Contractor in performing and observing the terms and conditions of the Contract and in particular such costs and expenses as may be incurred as a result of a third party providing all or any part of the Services (as defined in the Contract) by reason of a failure by the Contractor to provide the Services in accordance with the terms of the Contract.
3. The Guarantor shall not be discharged from this Guarantee and Indemnity nor shall its liability under this Guarantee and Indemnity be affected or impaired by any agreement, conduct or forbearance between or afforded to the Services Provider by the Authority. The Authority shall not be obliged to require payment from the Contractor before enforcing the terms of this Guarantee and Indemnity and the Guarantor shall be treated in all respects as being jointly and severally liable with the Contractor for all liabilities obligations and undertakings of the Contractor as provided in the Contract.
4. As a separate and independent obligation and liability, the Guarantor agrees that if any purported obligation or liability of the Contractor which would have been the subject of this Guarantee and Indemnity had it been valid and enforceable is not and is or becomes

void, voidable, invalid or unenforceable against the Contractor on any grounds whatsoever whether or not known to the Authority the Guarantor shall nevertheless be liable to the Authority in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor was the principal debtor in respect of such purported obligation and liability.

5. This Guarantee and the Indemnity shall remain in full force and effect until all monies and liabilities now or hereafter due and owing or incurred by the Contractor to the Authority have been satisfied in full and this Guarantee and Indemnity is in addition to and not in substitution for any other guarantee, undertaking, indemnity, security or other obligation given or owing to the Authority in respect of sums due or liabilities arising pursuant to the terms of the Contract.
6. If any monies shall become payable under or in respect of this Guarantee and Indemnity the Guarantor shall not so long as any monies due and owing by the Contractor to the Authority under the terms of the Contract remain unpaid:
 - (a) in respect of the amounts paid by the Guarantor under this Guarantee and Indemnity, seek to enforce repayment by subrogation or otherwise;
 - (b) in the event of the insolvency, winding up, liquidation or dissolution of the Contractor prove in competition with the Authority in respect of any monies owing to the Guarantor by the Contractor on any account whatsoever but will give to the Authority the benefit of any such proof and all monies to be so received in respect thereof.
7. All demands made by the Authority under this Guarantee and Indemnity shall be sent to the Guarantor at the address set out above or such other address as may be notified by the Guarantor to the Authority. Such demand shall be deemed to have been made and received by the Guarantor:
 - (a) if sent by mail on the day after the date of posting;
 - (b) if sent by facsimile at the time the Guarantor's facsimile machines acknowledges receipt
8. No failure to exercise and no delay in exercising on the part of the Authority any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof, or exercise of any other right, power or privilege. The rights and remedies provided herein are cumulative and exclusive of any rights or remedies provided by the law.
9. Each of the provisions of this Guarantee and Indemnity is severable and distinct from the others and
 - (a) if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Guarantee and Indemnity shall not in any way be affected or impaired thereby; and/or
 - (b) if any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Guarantor agrees that the Authority can require such clause to be modified so as to be valid and enforceable.
10. The Guarantor may not assign or otherwise transfer any of its rights or obligations under this Guarantee and Indemnity. The Authority may at any time sell, assign, novate, securitise or otherwise transfer all or any part of its rights or obligations under this Guarantee and Indemnity to any person at any time.
11. This Guarantee and Indemnity shall remain binding on the Guarantor notwithstanding any change in the constitution of the Authority or its absorption in, or amalgamation with, or

the acquisition of all or part of its undertaking by any other person, or any reconstruction or reorganisation of any kind. The security granted by this Guarantee and Indemnity shall remain valid and effective in all respects in favour of any transferee of the Authority in the same manner as if such transferee had been named in this Guarantee and Indemnity as a party instead of, or in addition to, the Authority and notwithstanding any change in the status of the Authority.

12. The Guarantor hereby warrants and represents to the Authority that it has full power and authority to enter into and perform its obligations under this Guarantee and Indemnity.
13. This Guarantee and Indemnity shall remain in full force and effect notwithstanding any change in the constitution of the Guarantor, the Contractor or the Authority.
14. This Guarantee and Indemnity shall be governed by and construed in accordance with English Law and the parties hereby submit to the exclusive jurisdiction of the English Courts.
15. In this Guarantee and Indemnity, unless the context otherwise requires:
 - (a) words importing the singular include the plural and vice versa;
 - (b) reference to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, governmental body, local or public authority or partnership (whether or not having separate legal personality) or any combination of the foregoing; and
 - (c) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder.

SECTION 1 – D - Administrative Instructions

Authorisation

The following persons are authorised to act on behalf of the Authority, on all matters relating to the Contract:

Helen Laing Contracts and Commissioning Manager, HQIP

Victor Ogunyemi Contracts and Commissioning Officer, HQIP

Irene Walker Contracts and Procurement Officer, HQIP

Contractor’s Representative

The following persons are authorised to act as the Contractor’s Representative on behalf of the Contractor on all matters under the Contract relating to the Contract:-

Name:

Position:

Address:
.....
.....
.....

Additional Person

Name:

Position:

Section 2

CONDITIONS OF CONTRACT

**Clinical Audit Product Development
Instructions to Bidders**

On behalf of Healthcare Quality Improvement Partnership (HQIP)

SECTION 2 - Conditions of Contract

The Terms and Conditions of Contract are available under separate cover. Please contact the procurement and Contract team on procurement@hqip.org.uk.

Section 3

SERVICE SPECIFICATION

**Clinical Audit Product Development
Instructions to Bidders**

On behalf of Healthcare Quality Improvement Partnership (HQIP)

Service Specification

1 Introduction

- 1.1 The Healthcare Quality Improvement Partnership (HQIP) was established in April 2008 to promote quality in healthcare, and in particular to increase the impact that clinical audit has on healthcare quality in England and Wales. It is led by a consortium of the Academy of Medical Royal Colleges, the Royal College of Nursing and National Voices (formerly the Long-term Conditions Alliance).
- 1.2 The 2007 White Paper 'Trust, Assurance and Safety' called for the revitalisation of clinical audit in order to deliver its full potential. HQIP believe that building both national and local level partnerships between clinicians, clinical teams, managers and patients is at the heart of this. Supporting local staff, fostering active dissemination of information and implementing quality improvement initiatives is key – in this way we will ensure quality measurement is the engine which drives improvement.
- 1.3 HQIP hosts the contract to manage and develop the National Clinical Audit and Patient Outcomes Programme (NCAPOP). Their purpose is to engage clinicians across England and Wales in systematic evaluation of their clinical practice against standards and to support and encourage improvement in the quality of treatment and care. The programme comprises more than 20 clinical audits that cover care provided to people with a wide range of medical, surgical and mental health conditions and will be extended to other areas of healthcare that are considered a priority by the National Clinical Audit Advisory Group (NCAAG) and the Department of Health.

2 Local Clinical Audit

- 2.1 Clinical Audit programmes within local NHS organisations are critical to enabling clinicians to reflect on and improve clinical practice.
- 2.2 HQIP supports local clinical audit by:
- (a) promoting and enabling participation in clinical audit and quality improvement initiatives by healthcare professionals of all disciplines and specialties, as well as by patients and service users
 - (b) creating national and local partnerships between clinicians and patients/service users to optimise the impact of clinical audit
 - (c) supporting local audit staff and creating seamless links between national and local audit
 - (d) fostering active dissemination and implementation of audit results within a broader quality agenda
 - (e) ensuring that evidence about participation in audit, and the results of audit, are used for secondary purposes. These include work-based learning and support of revalidation of healthcare professionals
 - (f) encouraging and enabling audit in areas of low activity
 - (g) developing clinical audit as a profession marked by training, standards and professional body.
- 2.3 HQIP also provide support to enhance established clinical audit networks and develop new networks where they do not exist, create a library of resources, including tools and guidance to help local teams deliver local audit activity and develop a national training and education strategy for clinical audit.

3 Service Specification Questionnaire

Please complete one of the following documents by 12 noon on Friday 6th February 2009, ensuring you enter the title and reference number for the piece of work you wish to bid for.

Please complete one form per product.

Section 4

PRICE SCHEDULE

**Clinical Audit Product Development
Instructions to Bidders**

On behalf of Healthcare Quality Improvement Partnership (HQIP)

Price Schedule

[Pricing details required from Bidders to be set out in this Section]

THE BIDDER IS REQUIRED TO CLEARLY INDICATE WITHIN THEIR BID, ALL CHARGES AND COSTS ASSOCIATED WITH PROVIDING THE PROPOSED SERVICES.

Bidders must make it clear whether vat is applicable to their tender, stating any reason where vat shall not be payable.

Costs must clearly be stated both inclusive and exclusive of VAT.

ANY IMPLEMENTATION COSTS TO SET UP THE SERVICE OR TEAM

Details of the hourly / day rates of staff proposed.

A project programme covering the proposed service and detailing the respective milestones and deliverables, together with a projected resource profile outlining those personnel proposed to provide the service throughout the contracts duration, together with the proposed management structure, etc.

% uplift for year 2 of the contract. % uplift for year 3 of the contract.

Where the bidder proposes an alternative offer this must clearly indicate the benefits to be achieved, and any costs, or savings, and risks associated or mitigated by this proposal.

Deliverable		Cost
Staff Costs		
• Project Management Costs		
• Administration Costs		
• Consultancy Costs		
• Clinical costs i.e. Doctors, Nurses and others		
Meeting Costs		
• Project board		
• Project team		
• Clinical reference group		
• Workshops		
• Expenses		
IT Costs		
• Software development and maintenance		
• Hardware costs		
• IT support costs		
• Analysis development and support		

Deliverable		Cost
Overheads Costs		
• Consumables		
• Postage		
• Stationery		
• Flyers/leaflets		
• Publications		

VAT Status

The Healthcare Quality Improvement Partnership (HQIP) is an eligible body for the purposes of receiving and making supplies of education and research exempt from VAT under Item 1, Group 6, Schedule 9 of the Value Added Tax Act 1994.

It is our belief that this contract is an original investigation on behalf of the Healthcare Quality Improvement Partnership and is, therefore, research for VAT purposes. Where the supplier is also an eligible body under the above rules supplies should be exempt from VAT

Bidders should take the above information into account before deciding whether VAT is applicable in respect of this tender.

Section 5

Tender Evaluation Criteria

Clinical Audit Product Development Instructions to Bidders

On behalf of Healthcare Quality Improvement Partnership (HQIP)

1 Tender Evaluation Criteria

1.1 In evaluating tenders the Authority will seek the most economically advantageous offer or offers, having regard to the following, which are **not** listed in any order of priority

Tender Evaluation Criteria
1. Experience
2. Qualifications
3. Cost
4. Approach/Methodology